VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
FEBRUARY 4, 2026, 09:30 AM

www.Estero-fl.gov

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

AGENDA
VILLAGE COUNCIL MEETING
9401 Corkscrew Palms Circle, Estero, Florida
February 4, 2026, 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 Kyle Strom Ocean Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. RESOLUTION RECOGNIZING NANCY STROUD 11 YEARS OF SERVICE

a. Resolution No. 2026-02 Nancy Stroud

Attachment: Res No 2026-02 Nancy Stroud.pdf

3. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

5. CONSENT AGENDA

a. January 21, 2026 Village Council Meeting Minutes

Attachment: 01212026.pdf

b. Financial Reports for Month ended December 2025

Attachment: SS Monthly Financial Report 12312025.pdf
Attachment: December Budget Report All Funds.pdf
Attachment: December Budget Report Available Funds.pdf

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

7. ACTION ITEMS

a. Land Use Legal Services Agreement

Recommended Action

Motion to approve agreement 26015 between Village of Estero and Trask Daigneault, LLP, for land use legal services.

Financial Impact

Compensation is on an hourly basis ($240 per hour for attorney and $90 for paralegal). The total annually will vary and is dependent on Community Development activity. The attorney will assist with legal representation at the Planning Zoning and Design Board meetings, and will assist staff with other projects, including updating the Comprehensive Plan, Land Development Code changes, and daily needs relating to planning, zoning, development orders, plats and related activities.

Attachment: SS Land Use Attorney Erica Augello cn.pdf
Attachment: 1 Estero Land Use Legal Services Agreement.pdf
Attachment: 2 EFA Resume _01-08-2026 _.pdf

b. Sherrill Lane and Luettich Lane Right of Way

Recommended Action

Motion to accept the quit claim deed for ownership of the Sherrill Lane and Luettich Lane right-of-way in anticipation of constructing the Broadway Avenue West Utility Extension Project.

Financial Impact

If accepted, The Village is expected to spend up $100,000 in the first year to maintain the roadway.

After the utility extension project is completed, the Village will add both roadways to the Village's major roadway resurfacing inventory.

Attachment: SS Sherrill and Luettich Ln ROW .pdf
Attachment: 01-Loc Map.pdf
Attachment: 02-Additional ROW Parcels Map.pdf
Attachment: 03-Certification of Title.pdf
Attachment: 04-Broadway Mobile Home Deed.pdf

c. Resolution No. 2026-03 Adoption of new Employee Benefits Cafeteria Plan and Revising Personnel Policy to permit part-time employee participation in health benefits.

A Resolution of the Village of Estero, Florida, Adopting a New Employee Benefits Cafeteria Plan; Amending § 3-08 of the Village's Personnel Policy (Regarding Benefits Access) to Coincide With the New Plan Document; Making Related Findings; Providing for Severability and for an Effective Date.

Recommended Action

Motion to adopt Resolution 2026-03.

Financial Impact
Allowing part time employees to have access to health benefits at their own cost will result in a minimal added cost of $1,489 to the Village (associated with the required employer-paid Basic Life and AD&D coverage).

Attachment: SS Res No. 2026-03 Adopt Cafeteria Plan docx.pdf
Attachment: 1 Res No 2026-03 Cafeteria Plan .pdf
Attachment: 2 Cafeteria Plan Document Estero.pdf

8. SECOND READING AND PUBLIC HEARING

a. Second Reading of Ordinance No. 2025-17 adopting revisions to the Land Development Code regarding landscaping requirements and expiration of development orders. (Continued from January 21, 2026 Village Council meeting)

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 with revisions per Village Council direction on January 21, 2026.

Financial Impact
N/A

Attachment: SS 2nd Continued Reading No. 2025-17 Amend LD Code .pdf
Attachment: 1 Ord No. 2025-17 continue LDC Code Landscape.pdf

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

10. VILLAGE ATTORNEY'S REPORT

11. VILLAGE MANAGER'S REPORT

Adjourn Regular Session and Convene Workshop Items

12. WORKSHOPS

a. Village of Estero Water Monitoring update

Attachment: SS Water Monitoring Update.pdf
Attachment: 01-Monitoring Location Map.pdf
Attachment: 02-Presentation.pdf

b. Status report on Chick- fil-A Development order

Attachment: SS workshop Chick fil A 02042026.pdf
Attachment: 2026-01 Village of Estero - Responses to conditions.pdf

c. Code Compliance Mitigation and Payment Update

Attachment: SS Code Compliance Mitigation reports.pdf
Attachment: 1 Memo to Council re Mitigation and Payment.pdf
Attachment: 2 cases with fines and payments 01272026 FOR COUNCIL.pdf

13.ADJOURNMENT

General Attachments

- Transcipt.pdf

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, FEBRUARY 4, 2026, 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.

9:31:33AM [SOUNDING GAVEL]
9:31:35AM >>Mayor Ribble: GOOD MORNING, EVERYONE.
9:31:36AM I WOULD LIKE TO CALL THE FEBRUARY 4, 2026, 9:30 A.M. VILLAGE
9:31:42AM COUNCIL MEETING TO ORDER.
9:31:43AM I WOULD LIKE TO REMIND EVERYONE, PLEASE SET YOUR CELL PHONES
9:31:47AM TO SILENT.
9:31:48AM WHEN SPEAKING, PLEASE MAKE SURE THAT YOU ARE CLOSE TO THE
9:31:54AM MICROPHONE WHEN YOU'RE ADDRESSING COUNCIL.
9:31:56AM TODAY, WE HAVE PASTOR KYLE STROM FROM OCEAN CHURCH TO GIVE
9:32:01AM US THE INVOCATION.
9:32:03AM PASTOR KYLE, GOOD MORNING.
9:32:07AM >> GOOD MORNING, EVERYONE.
9:32:08AM I FEEL LIKE THE ROOM IS AWFULLY QUIET.
9:32:11AM I'M SURE BECAUSE WE ARE COLD.
9:32:12AM I'LL PRAY THAT THE LORD WILL WARM UP OUR ROOM FOR US THIS
9:32:15AM MORNING.
9:32:15AM LORD, WE ARE SO GRATEFUL FOR YOU, FATHER.
9:32:19AM THANK YOU THAT WE CAN START OUR DAY BEFORE YOU.

9:32:21AM LORD, THANK YOU FOR THIS COUNCIL, THAT THEY ARE LAYING THE
9:32:25AM FOUNDATION FOR OUR CITY AND THEY ARE PUTTING YOU FIRST.
9:32:28AM LORD, I WANT TO SAY THANK YOU FOR PUTTING THESE GREAT PEOPLE
9:32:33AM IN OFFICE.
9:32:34AM LORD, I PRAY FOR OUR MAYOR.
9:32:36AM LORD, THANK YOU FOR PUTTING HER AT THE HEAD.
9:32:38AM LORD, I PRAY THAT YOU WOULD SURROUND HER WITH GREAT, GREAT
9:32:43AM COUNCIL FOR EVERY DECISION BEING MADE FOR OUR GREAT CITY.
9:32:46AM LORD, I PRAY WE FIGHT FOR UNITY.
9:32:48AM LORD, WE CANNOT STAND IF WE ARE IN STRIFE.
9:32:52AM SO, LORD, I PRAY THAT UNITY WOULD ABOUND IN THIS MEETING
9:32:56AM THIS MORNING.
9:32:57AM LORD, WE THANK YOU FOR THIS GREAT STATE, THIS GREAT CITY,
9:33:00AM THAT WE GET TO LIVE IN.
9:33:02AM AND, LORD, ANY DECISIONS COMING UP, LORD, I PRAY THAT THERE
9:33:06AM WOULD BE IN ONE ACCORD GOOD DECISION BEING MADE.
9:33:09AM LORD, WE GIVE YOU ALL THE PRAISE AND ALL THE GLORY AND HONOR
9:33:13AM WHAT HAPPENS IN OUR LIVES.

9:33:14AM IN YOUR GREAT AND MIGHTY NAME, IN JESUS NAME, AMEN.
9:33:19AM >> THANK YOU.
9:33:22AM >>Mayor Ribble: PLEASE JOIN ME IN THE PLEDGE
9:33:24AM [PLEDGE OF ALLEGIANCE]
9:33:37AM TODAY WE ARE -- OH, PLEASE CALL THE ROLL, MADAM CLERK.
9:33:53AM THANK YOU.
9:33:54AM HERE.

9:33:57AM >>Jeff Hunt: HERE.
9:33:59AM >>Jon McLain: HERE.
9:33:59AM >>Lori Fayhee: HERE.
9:34:01AM >>Rafael Lopez: HERE.
9:34:03AM >>Jim Ward: HERE.
9:34:05AM >>Vice-Mayor Zalucki: HERE.
9:34:06AM >>Mayor Ribble: THANK YOU.
9:34:07AM TODAY, WE ARE HONORED TO RECOGNIZE NANCY STROUD FOR HER 11
9:34:14AM YEARS OF SERVICE TO THE VILLAGE OF ESTERO.
9:34:16AM NANCY, IF YOU WOULD PLEASE JOIN ME IN THE FRONT.
9:34:19AM [APPLAUSE]
9:34:29AM >> YOU ARE TOO YOUNG TO RETIRE.
9:34:32AM [LAUGHTER]
9:34:44AM >>Mayor Ribble: RESOLUTION NUMBER 2026-02.
9:34:48AM A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF
9:34:51AM ESTERO, FLORIDA, HONORING NANCY STROUD, ESQUIRE, ESTERO'S
9:34:55AM FIRST LAND USE ATTORNEY, AND PROVIDING AN EFFECTIVE DATE.
9:34:58AM WHEREAS, NANCY STROUD SERVED AS THE FIRST LAND USE ATTORNEY
9:35:02AM FOR THE VILLAGE OF ESTERO FOR NEARLY 11 YEARS, FROM THE
9:35:06AM VILLAGE'S FIRST MEETING IN MARCH 2015 TO PRESENT; AND
9:35:11AM WHEREAS, NANCY STROUD WAS THE VILLAGE'S LAND USE ATTORNEY,
9:35:14AM AS WELL AS LIAISON TO THE COMMUNITY DEVELOPMENT DEPARTMENT,
9:35:17AM ADVISING THE PLANNING AND ZONING BOARD, THE DESIGN REVIEW
9:35:20AM BOARD, AND LATER THE COMBINED PLANNING, ZONING AND DESIGN
9:35:25AM BOARD; AND WHEREAS, NANCY STROUD'S BROAD-BASED EXPERIENCE AS

9:35:29AM A RECOGNIZED LEGAL EXPERT IN LAND USE IN THE STATE OF
9:35:32AM FLORIDA, ALONG WITH HER SPECIFIC EXPERIENCE IN DESIGN IN THE
9:35:36AM CITY OF BOCA RATON BENEFITED THE VILLAGE IMMENSELY; AND
9:35:41AM WHEREAS, NANCY STROUD HAS ASSISTED WITH OVER 800 CASE
9:35:46AM REVIEWS AND RESOLUTIONS AT THE DESIGN REVIEW BOARD, THE
9:35:49AM PLANNING AND ZONING BOARD, AND THE PLANNING, ZONING AND
9:35:52AM DESIGN BOARD SINCE 2015 WITH 40 DIFFERENT BOARD MEMBERS; AND
9:35:56AM WHEREAS, NANCY HAS COMMUTED FROM BOCA RATON TO ATTEND THE
9:36:00AM MEETINGS IN ESTERO, A ROUND TRIP OF 300 MILES IN TOTAL.
9:36:05AM SHE HAS DRIVEN OVER 72,000 MILES AND COULD HAVE
9:36:09AM CIRCUMNAVIGATED THE GLOBE THREE TIMES!
9:36:12AM AND WHEREAS, NANCY STROUD'S ASSISTANCE WAS INSTRUMENTAL IN
9:36:17AM SETTING THE VISION FOR THE VILLAGE THROUGH HER ACTIVE ROLE
9:36:20AM IN THE PREPARATION AND ADOPTION OF THE VILLAGE'S FIRST

9:36:23AM COMPREHENSIVE PLAN AND FIRST LAND DEVELOPMENT CODE, TWO
9:36:27AM MAJOR ACHIEVEMENTS; AND WHEREAS HER EFFORTS RESULTED IN
9:36:34AM HIGH-QUALITY DEVELOPMENT IN THE VILLAGE WHICH HAVE A
9:36:37AM SIGNIFICANT AND ENDURING IMPACT ON THE COMMUNITY FOR
9:36:39AM DECADES; AND WHEREAS, THE VILLAGE OF ESTERO COUNCIL,
9:36:46AM PLANNING, ZONING AND DESIGN BOARD AND STAFF, WISH TO SHOW
9:36:50AM APPRECIATION AND ACKNOWLEDGMENT TO NANCY STROUD FOR HER
9:36:53AM YEARS OF SERVICE TO THE VILLAGE OF ESTERO.
9:36:55AM NOW, THEREFORE, I, JOANNE RIBBLE, MAYOR OF THE VILLAGE OF
9:36:59AM ESTERO, LEE COUNTY, FLORIDA, ON BEHALF OF THE MEMBERS OF THE
9:37:02AM VILLAGE COUNCIL, VILLAGE STAFF, AND THE PLANNING, ZONING,

9:37:06AM AND DESIGN BOARD DO HEREBY EXPRESS HEARTFELT THANKS AND
9:37:11AM COMMENDATIONS TO NANCY STROUD FOR HER DEDICATED SERVICE TO
9:37:14AM THE VILLAGE AND HER COMMITMENT TO MAKING ESTERO "A CROWN
9:37:18AM JEWEL" FOR SOUTHWEST FLORIDA.
9:37:20AM ADOPTED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO,
9:37:24AM FLORIDA THIS 4th DAY OF FEBRUARY, 2026.
9:37:29AM AND SINCE THIS IS A RESOLUTION, COUNCIL, EVERYONE IN FAVOR,
9:37:33AM PLEASE SAY AYE.
9:37:34AM >> AYE.
9:37:34AM >>Mayor Ribble: ALL RIGHT.
9:37:36AM CONGRATULATIONS.
9:37:36AM [APPLAUSE]
9:37:36AM COUNCIL, WILL YOU PLEASE GET BEHIND ME?
9:37:51AM >> THANK YOU, NANCY.
9:38:24AM >> THANK YOU, NANCY.
9:38:43AM >>Mayor Ribble: NEXT WE HAVE THE APPROVAL OF THE AGENDA.
9:38:47AM ARE THERE ANY ADDITIONS, DELETIONS, OR CHANGES TO THE
9:38:50AM AGENDA?
9:38:50AM HEARING NONE, CAN I HAVE A MOTION TO ACCEPT THE AGENDA?
9:38:55AM COUNCILMAN HUNT AND A SECOND, COUNCILWOMAN FAYHEE.
9:39:01AM MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
9:39:04AM >>Jim Ward: AYE.
9:39:04AM >>Rafael Lopez: AYE.
9:39:06AM >>Lori Fayhee: AYE.
9:39:07AM >>Jon McLain: AYE.

9:39:08AM >>Jeff Hunt: AYE.
9:39:10AM >>Vice-Mayor Zalucki: AYE.
9:39:11AM >>Mayor Ribble: AYE.
9:39:11AM NEXT WE HAVE PUBLIC COMMENT ON NON-AGENDA ITEMS.
9:39:16AM DO WE HAVE ANY SPEAKERS, MADAM CLERK?
9:39:19AM >>Carol Sacco: MAYOR, WE HAVE NONE.
9:39:20AM WE DID HAVE ONE E-COMMENT THAT WAS SENT OUT YESTERDAY.
9:39:23AM >>Mayor Ribble: YES, WE RECEIVED IT.
9:39:24AM THANK YOU.
9:39:25AM NEXT WE HAVE APPROVAL OF THE CONSENT AGENDA FOR THE JANUARY

9:39:34AM 21 VILLAGE COUNCIL MINUTES AND THE DECEMBER 2025 FINANCIALS.
9:39:42AM ANY COUNCIL MEMBER COMMENTS?
9:39:43AM COUNCILMAN WARD.
9:39:46AM OH, I THOUGHT YOU HAD A COMMENT.
9:39:52AM YOU'RE MAKING THE MOTION.
9:39:54AM THANK YOU.
9:39:55AM IS THERE A SECOND?
9:39:56AM >>Carol Sacco: WE HAVE TO GO FOR PUBLIC COMMENT FIRST.
9:39:59AM WE HAVE NONE.
9:40:00AM >>Mayor Ribble: SECONDED BY COUNCILMAN McLAIN.
9:40:05AM COULD YOU PLEASE CALL THE ROLL?
9:40:06AM >>Jeff Hunt: AYE.
9:40:08AM >>Jon McLain: AYE.
9:40:09AM >>Lori Fayhee: AYE.
9:40:10AM >>Rafael Lopez: AYE.

9:40:12AM >>Jim Ward: AYE.
9:40:13AM >>Vice-Mayor Zalucki: AYE.
9:40:15AM >>Mayor Ribble: AYE.
9:40:15AM THAT BRINGS US TO ITEM 7A.
9:40:22AM THE LAND USE LEGAL SERVICES AGREEMENT.
9:40:29AM STEVE, WOULD YOU LIKE TO INTRODUCE THIS, PLEASE?
9:40:31AM >>Steven Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
9:40:33AM COUNCIL.
9:40:33AM THE RETIREMENT OF NANCY STROUD IS GOING TO BE -- LEAVE A
9:40:36AM HOLE IN OUR OPERATION FOR A BIT.
9:40:39AM WE WANTED TO TRY TO PROVIDE CONTINUITY OF SERVICE IN TERMS
9:40:45AM OF LEGAL SERVICES, PARTICULARLY FOR OUR COMMUNITY
9:40:50AM DEVELOPMENT STAFF AND THE PLANNING AND ZONING BOARD.
9:40:52AM KNOWING THAT NANCY WAS GOING TO BE RETIRING, WE SOUGHT
9:40:59AM OUTSIDE PROPOSALS OR CONCEPTS FROM TRASK AND DAIGNEAULT.
9:41:06AM AND WE HAVE INTRODUCED ERICA AUGELLO FROM THE TRASK GROUP
9:41:14AM AND THE SUCCESSOR TO NANCY.
9:41:17AM ERICA HAS MET WITH THE COMMUNITY DEVELOPMENT STAFF, AND
9:41:24AM SHE'S THOUGHT TO BE A GOOD FIT NOT ONLY FOR STAFF, BUT ALSO
9:41:27AM TO SERVE THE PLANNING AND ZONING BOARD.
9:41:32AM WE'RE HOPING THAT HER APPOINTMENT BY MYSELF AND THE COUNCIL
9:41:35AM WOULD PROVIDE AN OPPORTUNITY FOR ERICA TO MEET WITH NANCY
9:41:39AM AND GO OVER SOME OF THE FILES AND JUST TALK ABOUT THE
9:41:43AM TRANSITION ISSUES SO THAT THERE WOULD BE SEAMLESS SERVICE.
9:41:48AM NANCY CAN CERTAINLY IMPART HER FOCUS ON QUALITY DEVELOPMENT

9:41:55AM TO ERICA TO MAKE SURE THAT WE SEE THE SAME TYPE OF SUPPORT
9:42:00AM FROM THE LEGAL SERVICES SIDE AS WE MOVE FORWARD WITH
9:42:04AM DEVELOPMENT PROJECTS.
9:42:06AM >>Mayor Ribble: ANY COMMENTS OR QUESTIONS FROM COUNCIL?
9:42:09AM SEEING NONE, IS THERE ANY PUBLIC COMMENT?
9:42:15AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.

9:42:17AM >>Mayor Ribble: IN THAT CASE I'LL ENTERTAIN A MOTION.
9:42:20AM COUNCILMAN HUNT SECONDED BY COUNCILMAN LOPEZ.
9:42:26AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
9:42:28AM >>Jim Ward: AYE.
9:42:29AM >>Rafael Lopez: AYE.
9:42:31AM >>Lori Fayhee: AYE.
9:42:32AM >>Jon McLain: AYE.
9:42:32AM >>Jeff Hunt: AYE.
9:42:35AM >>Vice-Mayor Zalucki: AYE.
9:42:36AM >>Mayor Ribble: AYE.
9:42:36AM ITEM 7B, SHERRILL LANE AND LEUTTICH LANE RIGHT-OF-WAY.
9:42:45AM STEVE, WOULD YOU INTRODUCE THIS ITEM?
9:42:46AM >>Steven Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
9:42:48AM COUNCIL.
9:42:49AM THIS IS A UNIQUE ACTION PROPOSED FOR COUNCIL, AND THAT IS
9:42:54AM THE ACCEPTANCE OF THE RIGHT-OF-WAY FOR SHERRILL LANE AND
9:42:58AM LEUTTICH LANE.
9:43:00AM AS THE COUNCIL WILL RECALL, WHEN THE VILLAGE INCORPORATED,
9:43:04AM WE ASSUMED CONTROL OF ALL OF OUR LOCAL STREETS EXCEPT THOSE

9:43:08AM THAT ARE IN GATED COMMUNITIES.
9:43:13AM THE EXCEPTION BEING SHERRILL AND LEUTTICH WHICH ARE AT THIS
9:43:19AM POINT PRIVATE ROADS.
9:43:20AM WHEN THIS NEIGHBORHOOD WAS FORMED, THERE WAS A CORPORATION
9:43:27AM THAT CONTROLLED THE RIGHT-OF-WAY, WHICH WAS CALLED AMEY,
9:43:34AM INCORPORATED, A-M-E-Y.
9:43:37AM THIS WAS MANY, MANY YEARS AGO, PROBABLY 30 YEARS AGO.
9:43:40AM THE AMEY CORPORATION WAS CREATED TO SUPPORT THE STRUCTURE OF
9:43:45AM THE ROADS AND CONTROL 60 FEET OF RIGHT-OF-WAY ON THE OUTSIDE
9:43:53AM EDGE OF EACH OF THE LOTS IN THIS NEIGHBORHOOD.
9:43:56AM NOTHING WAS DONE TO IMPROVE THE ROAD OTHER THAN VERY BASIC
9:43:59AM ONE-LANE STRUCTURE, AND THE ROAD IS NOW IN TERRIBLE
9:44:04AM CONDITION.
9:44:05AM WE DID SOME RESEARCH ON THIS -- THE STAFF DID RESEARCH ON
9:44:10AM THIS, AND AS AN EFFORT TO FIND THE RIGHT-OF-WAY AND TO
9:44:16AM SECURE RIGHT-OF-WAY FOR THE UPCOMING GRANT WE HOPE TO GET
9:44:21AM THROUGH FEMA.
9:44:23AM AS COUNCIL RECALL, FEMA HAZARD MITIGATION GRANT IS DESIGNED
9:44:27AM TO DO THE WATER AND SEWER EXTENSIONS ON ALL OF THE ROADS AND
9:44:35AM WEST BROADWAY THAT ARE NOT SERVED BY MUNICIPAL WATER AND
9:44:38AM SEWER, INCLUDING SHERRILL AND LEUTTICH.
9:44:40AM WHAT WAS FOUND IS THAT THERE IS ONE PERSON WHO IS STILL A
9:44:46AM SURVIVING OFFICER OF AMEY THAT CAN SIGN OVER TO THE VILLAGE
9:44:50AM A QUITCLAIM DEED FOR ALL OF THE ROAD RIGHT-OF-WAY.
9:44:54AM SO THAT IS PARTICULARLY VALUABLE IF WE GET THE GRANT IN THAT

9:44:59AM WE DON'T HAVE TO GO TO EACH INDIVIDUAL PROPERTY OWNER TO
9:45:02AM SECURE THE RIGHT-OF-WAY WITH ONE SIGNATURE THEY CAN SIGN

9:45:07AM OVER ALL BUT SIX OF THE RIGHT-OF-WAYS NECESSARY FOR THE
9:45:12AM ROAD.
9:45:12AM SO THAT'S THE GOOD NEWS.
9:45:14AM IT'S A WAY OF EXPEDITING CONTROL OF THE RIGHT-OF-WAY THAT'S
9:45:19AM NECESSARY TO PERFORM THE HAZARD MITIGATION GRANT PROJECT.
9:45:23AM IF THERE IS BAD NEWS THERE, THE ROAD IS NOT BEING TAKEN CARE
9:45:28AM OF BY ANYONE REALLY AT THIS POINT.
9:45:30AM BUT IF THERE IS BAD NEWS, IF WE DO NOT GET THE GRANT, THEN
9:45:36AM WE BECOME THE PROUD OWNERS OF A ROAD THAT IS IN TERRIBLE
9:45:39AM SHAPE.
9:45:39AM AND WE WOULD -- THE VILLAGE WOULD BEAR THE COST OF
9:45:45AM MAINTAINING THAT ROAD, WHICH AT THIS POINT IS PRIVATELY
9:45:49AM MAINTAINED BUT, OF COURSE, AGAIN, IN A VERY POOR CONDITION.
9:45:55AM THIS IS A SITUATION THAT THE RESIDENTS THEMSELVES HAVE TRIED
9:45:59AM TO MAINTAIN THE ROAD AND, FRANKLY, IT IS BEYOND THEIR MEANS.
9:46:07AM THE ROAD IS INCONSISTENTLY MAINTAINED NOT ONLY OVER ITS
9:46:11AM ENTIRE LENGTH, BUT EVEN LOT TO LOT.
9:46:13AM SO WE BELIEVE THAT THIS IS THE RIGHT THING TO DO MORE THAN
9:46:20AM ANYTHING ELSE.
9:46:23AM IT'S ALSO AN EXPEDITIOUS WAY OF GETTING THE RIGHT-OF-WAY FOR
9:46:26AM MOST OF THE LOTS.
9:46:28AM BUT I WANT TO CAUTION THE COUNCIL AND JUST TO MAKE SURE THAT
9:46:32AM THERE'S TOTAL TRANSPARENCY, AS WE ASSUME THIS RIGHT-OF-WAY,

9:46:37AM WE ALSO ASSUME THE MAINTENANCE REQUIREMENTS, WHICH WE ARE
9:46:41AM ESTIMATING AT APPROXIMATELY $100,000 PER YEAR.
9:46:45AM SO WE'RE RECOMMENDING THAT WE PROCEED.
9:46:50AM WE WOULD NOT ENLARGE THE ROAD OR WIDEN IT.
9:46:56AM IT DOES NOT INVOLVE ANY OF THE UTILITIES.
9:47:01AM BUT NONETHELESS, IF WE WERE TO GO OUT THERE AND PATCH THE
9:47:03AM POTHOLES AND DO MINIMAL MAINTENANCE, IT'S STILL ROUGHLY A
9:47:07AM HUNDRED THOUSAND DOLLARS PER YEAR.
9:47:09AM AS WE MOVE FORWARD, AS WE NEED TO GET ALL OF THE
9:47:14AM RIGHT-OF-WAY FOR THE HAZARD MITIGATION GRANT PROGRAM, WE
9:47:18AM WOULD BE IN CONTACT WITH THE SIX REMAINING LOTS AND INSIST
9:47:22AM THAT THEY GIVE THE RIGHT-OF-WAY FOR THE PROJECT THAT WE'RE
9:47:27AM DOING AT NO COST, SO THAT WE MAINTAIN AN EQUITY AMONGST ALL
9:47:31AM OF THE PROPERTIES ON SHERRILL AND LEUTTICH.
9:47:36AM BUT WE THINK THIS IS A GOOD MOVE GOING FORWARD, BUT THERE IS
9:47:39AM AN EXPENSE, AN ONGOING EXPENSE THAT WE WOULD INCUR.
9:47:44AM >>Mayor Ribble: ANY COMMENTS OR QUESTIONS FROM COUNCIL?
9:47:45AM MR. HUNT.
9:47:47AM >>Jeff Hunt: STEVE, TWO QUESTIONS.
9:47:48AM SO WE DO NOT HAVE THE SIX VOTES THUS FAR.
9:47:51AM I NOTICED ON THE MAP, AT LEAST ON THE RIGHT-HAND SIDE, THERE
9:47:56AM APPEARS TO BE ON THE RIGHT-HAND SIDE OF THAT STREET WHERE
9:47:59AM THERE IS NOT A RED MARK, DOES THAT MEAN THAT THE FOLKS ON
9:48:02AM THE RIGHT OUT TO THE CENTER LINE --

9:48:04AM >>Steven Sarkozy: CORRECT.

9:48:05AM >>Jeff Hunt: WE CAN PASS THROUGH THERE WITHOUT ANY ISSUE.
9:48:08AM >>Steven Sarkozy: WE COULD.
9:48:09AM THERE ARE A NUMBER OF WAYS OF GAINING CONTROL OF THOSE LOTS.
9:48:14AM CONDEMNATION, OR WHAT HAVE YOU.
9:48:16AM BUT IF WE GET THE GRANT AND WE'RE DOING THIS MAJOR UPGRADE,
9:48:19AM IT'S IN EVERYONE'S BEST INTEREST TO GET THIS.
9:48:22AM AND WE THINK THAT THE SIX -- THERE HAVE BEEN DISCUSSIONS
9:48:26AM WITH THOSE SIX.
9:48:27AM IT'S JUST THAT WE HAVEN'T PUSHED FORWARD WITH THOSE,
9:48:29AM BECAUSE, NUMBER ONE, WE DON'T HAVE THE GRANT AND WE DON'T
9:48:32AM HAVE THE QUITCLAIM DEED THAT THIS REPRESENTS.
9:48:35AM WE WOULD NOT GO AROUND THEM.
9:48:38AM WE WOULD FIND A WAY OF DOING THIS THE RIGHT WAY FOR THE
9:48:41AM LONG-TERM BEST INTERESTS OF THE COMMUNITY.
9:48:43AM >>Jeff Hunt: THANK YOU.
9:48:46AM >>Mayor Ribble: COUNCILMAN WARD.
9:48:47AM >>Jim Ward: STEVE, WANTED TO CLARIFY ONE POINT REGARDING
9:48:52AM HUNDRED THOUSAND DOLLARS A YEAR.
9:48:53AM IN HERE IT SAYS THE FIRST YEAR.
9:48:56AM YOU JUST SAID PER YEAR.
9:48:58AM I JUST WANT TO GET A CLARIFICATION ON --
9:49:01AM >>Steven Sarkozy: YOU KNOW, THERE'S PROBABLY NOT A LOT OF
9:49:06AM ANNUAL EXPENSES THERE, BUT WE WANTED TO MAKE SURE THAT THE
9:49:09AM COUNCIL IS AWARE THAT THERE IS THIS OBLIGATION AND MINIMALLY
9:49:17AM WILL HAVE TO DO SOME PATCHING OUT THERE.

9:49:20AM IT'S JUST THAT WE DON'T KNOW WHAT THIS LONG-TERM EXPENSE
9:49:24AM WILL BE.
9:49:28AM I'D RATHER ERR ON THE HIGH SIDE AS WE CONSIDER THIS RATHER
9:49:33AM THAN SUGGEST IT'S NO COST AND BE IN ERROR.
9:49:38AM BOTTOM LINE, I DON'T KNOW.
9:49:42AM IT'S A GUESS.
9:49:43AM >>Jim Ward: HAVE THERE BEEN ANY DISCUSSIONS AT THIS POINT
9:49:45AM WITH THE OTHER SIX PROPERTIES?
9:49:47AM >>Steven Sarkozy: YES, YES.
9:49:48AM AGAIN, WE HAVEN'T PUSHED FORWARD ON THAT BECAUSE WE DON'T
9:49:53AM HAVE THE MAJORITY OF THE EASEMENTS THROUGH THE REST.
9:50:00AM >>Mayor Ribble: GO AHEAD, VICE-MAYOR.
9:50:02AM >>Vice-Mayor Zalucki: THANK YOU, MAYOR.
9:50:03AM IF THE COUNCIL REMEMBERS, I THINK IT WAS BACK IN THE
9:50:07AM SUMMERTIME, WE HAD A RESIDENT FROM LEUTTICH COME TO THE
9:50:11AM PODIUM AND EXPRESS HER DISPLEASURE WITH THE ROADS.
9:50:14AM AFTER THE MEETING I DROVE OUT THERE AND I THINK PROBABLY
9:50:16AM MOST OF YOU AS WELL.
9:50:17AM THE ROAD IS IN COMPLETE DISREPAIR.
9:50:19AM IT'S ALMOST AN EMBARRASSMENT TO SEE THAT ROAD IN THE VILLAGE

9:50:22AM OF ESTERO.
9:50:23AM THAT'S MY OPINION.
9:50:24AM SO I TALKED TO STEVE AND DAVID AFTER THAT LITTLE TOUR.
9:50:26AM THEY INFORMED ME ABOUT THE EASEMENT SITUATION, WHICH MADE
9:50:29AM PERFECT SENSE.

9:50:30AM NOW WE'RE AT A POINT WE CAN ACTUALLY DO SOMETHING TO CORRECT
9:50:34AM WHAT I WOULD CONSIDER AN EYESORE FOR THE VILLAGE OF ESTERO.
9:50:39AM I WOULD SAY AT LEAST THE VERY LEAST -- STEVE, YOU CAN
9:50:44AM COMMENT ON THIS -- I THINK MY QUESTION WOULD BE, WHAT WOULD
9:50:47AM THE FIRST COST OF GOING THROUGH THOSE TWO ROADS AND DOING AN
9:50:50AM INITIAL PATCH JOB, MAY EXCEED A HUNDRED THOUSAND, IF IT
9:50:54AM COSTS A HUNDRED THOUSAND DOLLARS TO MAINTAIN IN PERPETUITY,
9:50:57AM I THINK IT'S WORTH IT BECAUSE IT'S IN THE VILLAGE OF ESTERO.
9:51:00AM I CERTAINLY HOPE WE GET THE GRANT SO WE CAN ACTUALLY DO IT
9:51:03AM RIGHT.
9:51:04AM BUT AT THE VERY MINIMUM, AT LEAST PATCHING IT WILL SAVE, I
9:51:07AM BELIEVE, A LOT OF OUR RESIDENTS A LOT OF GRIEF MOVING
9:51:10AM FORWARD.
9:51:10AM IT'S MY UNDERSTANDING THE REASON IT HAS NOT BEEN MAINTAINED
9:51:13AM IS THEY DON'T HAVE THE MONEY AND THEY DON'T HAVE TO.
9:51:17AM THEY THREW RANDOM BRICKS INSIDE POTHOLES.
9:51:21AM IT'S A MESS.
9:51:21AM IF YOU HAVEN'T DRIVEN BACK THERE, I ENCOURAGE YOU TO DO SO.
9:51:26AM I'M IN FAVOR OF THIS.
9:51:27AM BUT ONE OF MY QUESTIONS TO STEVE WOULD BE, WHAT WOULD OUR
9:51:29AM INITIAL INVESTMENT BE TO GET THE POTHOLES FILLED?
9:51:34AM >>Steven Sarkozy: WE HAVEN'T GOTTEN ESTIMATES FROM A PRIVATE
9:51:37AM FIRM AT THIS POINT, BUT THAT'S WHY THE HUNDRED THOUSAND IS
9:51:41AM THOUGHT TO BE A GOOD START.
9:51:44AM AGAIN, WE'RE NOT LOOKING TO MAKE MAJOR IMPROVEMENTS ON THE

9:51:47AM ROAD BECAUSE WE'RE WAITING FOR THE GRANT AND WE'RE STILL
9:51:50AM HOPEFUL THAT THE GRANT WILL OCCUR.
9:51:53AM SO WE DON'T WANT TO THROW GOOD MONEY AFTER BAD.
9:51:55AM BUT PULLING OUT SOME OF THE ROCKS AND THE RUBBLE THAT'S
9:52:01AM THERE, PUTTING IN A GOOD BASE AND THEN COLD PATCH OR
9:52:04AM SOMETHING LIKE THAT ON IT, IT WON'T LAST FOR A LONG TIME,
9:52:11AM BUT AT LEAST IT'S SOMETHING TO MAKE IT MORE PASSIBLE.
9:52:13AM >>Mayor Ribble: YEAH, IF ANYBODY HAS DRIVEN BY, IT IS
9:52:16AM IMPASSABLE.
9:52:17AM WHEN LEUTTICH AND SHERRILL WERE IN MY DISTRICT, I GOT
9:52:20AM NUMEROUS PHONE CALLS ALL THE TIME ASKING FOR HELP TO IMPROVE
9:52:24AM THE ROAD, AND WE SPOKE ABOUT IT, BUT OUR HANDS WERE TIED.
9:52:27AM I'M SURE COUNCILMAN HUNT GETS THE SAME PHONE CALLS.
9:52:31AM BUT BECAUSE IT IS A PRIVATE ROAD, WE COULD DO NOTHING.
9:52:34AM SO EVEN MINIMAL MAINTENANCE WOULD BE A GREAT IMPROVEMENT TO
9:52:37AM THIS ROAD.

9:52:39AM I'M SURE THE RESIDENTS WOULD GREATLY APPRECIATE IT.
9:52:46AM >>Jon McLain: I'M DEFINITELY IN FAVOR.
9:52:48AM IT'S GREAT THAT WE COULD GET PERMISSION FOR ALL THESE
9:52:52AM OWNERS, EXCEPT FOR THE SIX.
9:52:54AM I THINK ALL OF US EXPRESSED CONCERNS ABOUT THE SIX.
9:52:59AM I'D LIKE TO SEE US MOVE FORWARD AND GET APPROVAL FROM THEM
9:53:04AM BEFORE WE START IMPROVEMENTS BECAUSE IT PUTS A LITTLE BIT OF
9:53:06AM PRESSURE, I WOULD THINK, ON THEM BECAUSE ALL THE OTHER
9:53:09AM NEIGHBORS ARE WAITING FOR THEM TO SIGN OFF, THAT THEY GIVE

9:53:14AM US THE RIGHT-OF-WAY.
9:53:15AM IS THAT SOMETHING THAT WE CAN HOLD OUT ON IF WE TAKE
9:53:19AM ASSUMPTION OF THESE ROADS UNTIL THEY YIELD OR WE TAKE THE
9:53:23AM OTHER ACTION, AS YOU MENTIONED EARLIER, MAYBE WE CONDEMN THE
9:53:27AM PROPERTY.
9:53:28AM I DON'T WANT TO BE -- I DON'T WANT TO HOLD THIS UP, BUT IF
9:53:32AM WE HAVEN'T BEEN SUCCESSFUL WITH SIX, HOW ARE WE GOING TO BE
9:53:36AM SUCCESSFUL TO DO THAT?
9:53:37AM BECAUSE IF THEY ARE AT THE VERY BACK, I GUESS I WOULDN'T BE
9:53:41AM AS CONCERNED BUT THEY HAPPEN TO BE RIGHT AT THE FRONT.
9:53:44AM I HAVEN'T BEEN OUT THERE IN A WHILE, BUT THEY ARE MAN-SIZE
9:53:49AM POTHOLES.
9:53:50AM IN FACT, I GOT A CALL FROM A LADY WHO HAD A BRAND-NEW CAR,
9:53:53AM WHEN IT WAS RAINING OUT THERE AND KNOCKED THE WHOLE FRONT
9:53:56AM END OUT AND BLEW THE RIMS ON THE CAR, THEY ARE THAT BAD.
9:54:01AM I THINK WE NEED TO GO FORWARD WITH IT.
9:54:03AM I DON'T LIKE BEING PLAGUED WITH SIX PEOPLE EITHER.
9:54:06AM >>Robert Eschenfelder: MAYOR AND COUNCIL, IF I COULD,
9:54:08AM BECAUSE I'VE BEEN WORKING WITH MR. WILEY ON THIS AND
9:54:12AM ESPECIALLY WITH THESE SORT OF SIX PROPERTIES.
9:54:16AM I THINK IT'S FAIR TO SAY THAT THERE ARE SIX PROPERTIES THAT
9:54:21AM AREN'T COVERED BY THIS BUT THERE AREN'T SIX PROPERTIES THAT
9:54:23AM ARE NECESSARILY GIVING A GREAT AMOUNT OF PUSH-BACK.
9:54:27AM THEY HAVE EXPRESSED WILLINGNESS TO WORK WITH US.
9:54:29AM I THINK THIS IS SORT OF THE FIRST PIECE.

9:54:31AM MY RECOMMENDATION WOULD BE TO JUST ALLOW THE ADMINISTRATION
9:54:35AM TO FIGURE OUT THE BEST WAY TO BRING THESE FINAL SIX IN
9:54:39AM WITHOUT SORT OF SETTING, YOU MUST DO IT THIS WAY, BECAUSE
9:54:43AM THEN WE HAVE TO FOLLOW YOUR DIRECTION.
9:54:46AM TACTICALLY, AS SITUATIONS CHANGE AND PERSONALITIES AND
9:54:49AM EVERYTHING, WE'VE GOT AN ACQUISITION AGENT THAT'S BEEN
9:54:51AM WORKING WITH FOLKS, I WOULD JUST RECOMMEND THAT YOU ALLOW US
9:54:55AM TO KEEP WORKING WITH THESE OTHER OWNERS TO GET THEM ON
9:54:59AM BOARD, BECAUSE I THINK THEY WILL COME ON BOARD.
9:55:01AM >>Jon McLain: ALL WE'RE APPROVING TODAY IS TO ACCEPT THE
9:55:04AM QUITCLAIM DEED.
9:55:05AM >>Steven Sarkozy: CORRECT.

9:55:07AM >> YES.
9:55:07AM >>Jon McLain: I'M FINE WITH THAT.
9:55:09AM BUT AS WE GO THROUGH NEGOTIATIONS, HOWEVER THEY GO, I'D LIKE
9:55:13AM TO UNDERSTAND HOW THEY END BEFORE WE START INVESTING A
9:55:17AM HUNDRED THOUSAND DOLLARS OR WHATEVER.
9:55:20AM I WOULD SAY THAT PUTS PRESSURE ON US TO GET THIS THING DONE
9:55:23AM AS QUICKLY AS POSSIBLE. I'D JUST LIKE TO UNDERSTAND HOW IT
9:55:29AM ENDS.
9:55:29AM HOPEFULLY IT MAKES GOOD SENSE TO THEM.
9:55:31AM IT WILL RAISE PROPERTY VALUES IN THERE.
9:55:33AM IT'S ALL PLUSES.
9:55:34AM THE OTHER PORTION, YOU MENTIONED THAT IT SHOULD BE IN SUCH A
9:55:38AM WAY THAT WHEN WE DO GET THE GRANTS TO DO THE SEPTIC TO

9:55:41AM SEWER, THAT WE HAVEN'T SPENT A LOT OF MONEY ON PAVEMENT AND
9:55:44AM UPGRADING IT.
9:55:45AM I THINK WE HAVE TO AVOID THE POTHOLES THAT ARE OUT THERE,
9:55:52AM FIRE TRUCKS, WHATEVER, IT'S A PROBLEM.
9:55:54AM WE HAVE TO DEAL WITH THAT.
9:55:55AM I'M IN FAVOR OF THAT.
9:55:56AM THAT'S ALL I'VE GOT.
9:55:57AM >>Mayor Ribble: OKAY.
9:55:58AM MADAM CLERK, IS THERE ANY PUBLIC COMMENT?
9:56:00AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
9:56:03AM >>Mayor Ribble: IN THAT CASE, MAY I HAVE A MOTION?
9:56:05AM COUNCILWOMAN FAYHEE AND SECONDED BY COUNCILMAN LOPEZ.
9:56:12AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
9:56:14AM >>Jeff Hunt: AYE.
9:56:16AM >>Jon McLain: AYE.
9:56:18AM >>Lori Fayhee: AYE.
9:56:18AM >>Rafael Lopez: AYE.
9:56:20AM >>Jim Ward: AYE.
9:56:21AM >>Vice-Mayor Zalucki: AYE.
9:56:22AM >>Mayor Ribble: AYE.
9:56:23AM THE NEXT ITEM ON THE AGENDA IS RESOLUTION NUMBER 2026-03,
9:56:30AM ADOPTION OF THE NEW EMPLOYEE BENEFITS CAFETERIA PLAN AND
9:56:34AM REVISING PERSONNEL POLICY TO PERMIT PART-TIME EMPLOYEE
9:56:38AM PARTICIPATION IN HEALTH BENEFITS.
9:56:40AM MADAM CLERK, WILL YOU PLEASE READ THE TITLE OF THE

9:56:43AM RESOLUTION?
9:56:45AM >>Carol Sacco: RESOLUTION 2026-03, A RESOLUTION OF THE
9:56:48AM VILLAGE OF ESTERO, FLORIDA, ADOPTING A NEW EMPLOYEE BENEFITS
9:56:51AM CAFETERIA PLAN; AMENDING SECTION 3-08 OF THE VILLAGE'S
9:56:54AM PERSONNEL POLICY (REGARDING BENEFITS ACCESS) TO COINCIDE
9:57:00AM WITH THE NEW PLAN DOCUMENT; MAKING RELATED FINDINGS;
9:57:04AM PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.
9:57:07AM >>Mayor Ribble: THANK YOU.

9:57:08AM STEVE, WOULD YOU INTRODUCE THIS ITEM?
9:57:10AM >>Steven Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
9:57:12AM COUNCIL.
9:57:13AM THIS IS A RELATIVELY MINOR ADJUSTMENT IN OUR EMPLOYEE
9:57:17AM BENEFITS CAFETERIA PLAN, TARGETED AT THE FEW PART-TIME
9:57:21AM EMPLOYEES THAT WE HAVE.
9:57:22AM WE HAVE FOUR PART-TIME EMPLOYEES THAT WERE WORKING 25 TO 29
9:57:27AM HOURS A WEEK.
9:57:29AM AND WE REALLY DON'T PROVIDE BENEFITS TO THOSE FOLKS OTHER
9:57:32AM THAN THEIR HOURLY PAY.
9:57:34AM IT'S COME TO OUR ATTENTION THAT DUE TO A LOT OF CHANGES IN
9:57:39AM THE INSURANCE MARKET, THESE FOLKS HAVE A VERY DIFFICULT TIME
9:57:43AM GETTING HEALTH CARE BENEFITS.
9:57:46AM IF THEY ARE ON OBAMA CARE OR OTHER INSURANCE, THOSE COSTS
9:57:50AM ARE RISING AT AN EXTRAORDINARY RATE.
9:57:53AM SO THE FINANCE DIRECTOR INVESTIGATED THE POSSIBILITY OF
9:57:58AM FOLDING THEM INTO OUR PLAN AT THE COST OF THE INDIVIDUAL

9:58:04AM EMPLOYEE.
9:58:05AM BY MAKING THEM ELIGIBLE FOR OUR PLAN, THEY ARE ABLE TO GET
9:58:12AM THE BENEFITS OF THE PRICING THAT WE HAVE AS A GROUP AND
9:58:18AM WE'RE IN THE FLORIDA INSURANCE TRUST.
9:58:19AM IT'S A VERY LARGE GROUP THAT PROVIDES US VERY GOOD PRICES
9:58:26AM FOR OUR HEALTH CARE IN PARTICULAR.
9:58:27AM WHAT'S PROPOSED HERE IS FOUR EMPLOYEES WOULD AT THEIR
9:58:35AM DISCRETION BE ALLOWED TO COME INTO OUR PLAN.
9:58:38AM THEY WOULD PAY FOR ALL OF THEIR COVERAGE THEMSELVES FOR
9:58:44AM VISION, DENTAL, AND GENERAL HEALTH.
9:58:48AM THE EXCEPTION BEING FOR THE LIFE INSURANCE, SMALL PORTION OF
9:58:52AM THAT, THE VILLAGE WOULD HAVE TO PAY.
9:58:55AM THE TOTAL COST TO THE VILLAGE IS JUST UNDER $1,500 PER YEAR.
9:58:59AM SO WE THINK THIS IS A GREAT WAY TO GO.
9:59:05AM OUR PART-TIMERS PROVIDE EXCELLENT SERVICE FOR US.
9:59:10AM THEY ARE REALLY CRITICAL TO OUR OPERATION.
9:59:12AM AND FOR THE SMALL AMOUNT OF MONEY, INCLUDING THEM AS
9:59:16AM ELIGIBLE PARTICIPANTS AT THEIR OWN COST SEEMS LIKE A GREAT
9:59:20AM OUTCOME.
9:59:22AM WE PUT THIS FORWARD TO THE COUNCIL WITH A STRONG
9:59:25AM RECOMMENDATION FOR APPROVAL.
9:59:29AM WE THINK AT THIS POINT ONLY ONE PERSON WOULD BE PART OF
9:59:32AM THIS, AT LEAST AT THIS POINT.
9:59:34AM BUT OVER THE NEXT YEAR OR TWO, SEVERAL OTHERS MAY DROP INTO
9:59:39AM THIS AS WELL.

9:59:42AM >>Mayor Ribble: ANY COMMENTS OR QUESTIONS FROM COUNCIL?
9:59:46AM >>Vice-Mayor Zalucki: MAYOR, I WOULD LIKE TO COMMENT, $1,489
9:59:50AM ANNUALLY TO THE VILLAGE, THIS IS A GREAT BENEFIT FOR OUR
9:59:53AM VERY VALUABLE PART-TIME EMPLOYEES.

9:59:54AM I STRONGLY SUPPORT THIS RESOLUTION.
9:59:56AM THANK YOU.
9:59:56AM >>Mayor Ribble: YEAH, OUR PART-TIME EMPLOYEES ARE VERY
9:59:58AM DEDICATED.
9:59:59AM AND I THINK IT'S THE RIGHT THING TO DO.
10:00:02AM ANYTHING ELSE FROM COUNCIL?
10:00:03AM MADAM CLERK, IS THERE ANY PUBLIC COMMENT?
10:00:05AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
10:00:07AM >>Mayor Ribble: IN THAT CASE, MAY I HAVE A MOTION?
10:00:09AM MOTION BY COUNCILMAN LOPEZ AND SECONDED BY VICE-MAYOR
10:00:14AM ZALUCKI.
10:00:14AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
10:00:18AM >>Jim Ward: AYE.
10:00:19AM >>Rafael Lopez: AYE.
10:00:20AM >>Lori Fayhee: AYE.
10:00:22AM >>Jon McLain: AYE.
10:00:23AM >>Jeff Hunt: AYE.
10:00:24AM >>Vice-Mayor Zalucki: AYE.
10:00:25AM >>Mayor Ribble: AYE.
10:00:27AM NEXT ON THE AGENDA IS THE CONTINUANCE OF THE SECOND READING
10:00:35AM FOR ORDINANCE NUMBER 2025-17, AMENDING LAND DEVELOPMENT

10:00:40AM CODE.
10:00:41AM THE TITLE HAS BEEN PREVIOUSLY READ AT THE JANUARY 21st
10:00:45AM MEETING.
10:00:45AM SO, STEVE, WOULD YOU LIKE TO INTRODUCE THIS ORDINANCE?
10:00:48AM >>Steven Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
10:00:51AM COUNCIL.
10:00:51AM THIS IS A SECOND READING OF A MODIFICATION TO OUR LAND
10:00:55AM DEVELOPMENT CODE, REGARDING THE LANDSCAPE REQUIREMENTS AND
10:01:00AM THE EXPIRATION OF DEVELOPMENT RIGHTS.
10:01:02AM WHAT HAS PROMPTED THIS IS THAT IN THE PAST WE'VE HAD SEVERAL
10:01:07AM CASES WHERE DEVELOPERS HAVE COME IN AND ASKED FOR REZONINGS
10:01:12AM OR OTHER ACTIONS BY COUNCIL.
10:01:17AM AS A PART OF THEIR REZONING PACKAGE, THEY OFFERED
10:01:21AM MODIFICATIONS TO LANDSCAPING, PARTICULARLY ON THE FRONTAGE
10:01:24AM OR BUFFERS THAT WOULD PROTECT OTHER ADJOINING PROPERTIES OR
10:01:30AM THE VISUAL ASPECTS OF THEIR PROPERTY TO THE PUBLIC
10:01:34AM RIGHTS-OF-WAY.
10:01:35AM IF THE PROJECT DID NOT GO FORWARD, WE'VE BEEN LEFT WITH
10:01:40AM EYESORES OUT THERE THAT ARE A PROBLEM FOR THE VILLAGE AND
10:01:44AM ADJOINING PROPERTY OWNERS.
10:01:45AM SO WHAT THIS PACKAGE INTENDS TO DO IS TO REQUIRE SOME OF THE
10:01:53AM SCREENING EFFORTS UP FRONT OR WITHIN A REASONABLE TIME FRAME
10:01:57AM TO PROTECT THE INTERESTS OF THE PUBLIC.
10:02:01AM SO THIS ITEM WAS HEARD PREVIOUSLY BY COUNCIL.
10:02:05AM THE COUNCIL ASKED FOR SOME MODIFICATIONS.

10:02:07AM AND I'D LIKE TO TURN IT OVER TO OUR VILLAGE ATTORNEY TO
10:02:11AM DESCRIBE THE MODIFICATIONS FROM THE FIRST READING NOW TO THE
10:02:15AM SECOND READING THAT ARE BEFORE YOU.
10:02:18AM >>Robert Eschenfelder: AND THEY ARE IN YOUR PACKET.
10:02:21AM I JUST HIGHLIGHTED IN YELLOW THE PLACES TO CHANGE, BUT THE
10:02:24AM FIRST REQUEST FROM COUNCIL WAS THAT YOU DIDN'T WANT THE
10:02:29AM TRIGGER TO INCLUDE JUST GETTING THE DEVELOPMENT ORDER, BUT
10:02:34AM RATHER YOU WANTED IT TO TRIGGER WHENEVER THEY BEGIN EITHER
10:02:39AM TO DEVELOP THE PARCEL OR TO DO INFRASTRUCTURE INSTALLATION
10:02:47AM AND FROM THAT POINT FORWARD, THEY NEED TO CONTINUE TO MOVE
10:02:49AM THE PROJECT.
10:02:51AM BUT IF THEY JUST -- IT HAS BEEN WHAT IT'S BEEN AND THEY
10:02:57AM DON'T TOUCH IT, THEN AS THE DISCUSSION WAS LAST TIME, WHY
10:03:00AM WOULD WE MAKE THEM DO A PERIMETER BUFFER.
10:03:03AM SO THAT IS THE FIRST CHANGE AT THE BOTTOM OF PAGE ONE, TOP
10:03:06AM OF PAGE TWO.
10:03:07AM AND THEN THE OTHER CHANGE IS IN THE MIDDLE OF THE PAGE WHERE
10:03:14AM COUNCIL HAD CONCERN THAT SUB E WAS TOO AGGRESSIVE, SO THAT
10:03:21AM WAS CHANGED TO TWO MONTHS.
10:03:22AM THERE THE ISSUE IS, ONCE THEY'VE STARTED THEIR ACTIVITY,
10:03:28AM THEY CAN'T STOP AND DO NOTHING FOR LONGER THAN TWO MONTHS,
10:03:33AM WHICH MOST DEVELOPERS SHOULD BE ABLE TO HAVE SOME ACTIVITY
10:03:37AM ON THE SITE IN THE SPAN OF TWO MONTHS.
10:03:39AM THOSE ARE THE TWO CHANGES THAT HAVE BEEN REQUESTED BY
10:03:41AM COUNCIL.

10:03:41AM OTHERWISE, THE ORDINANCE READS AS IT DID LAST TIME.
10:03:45AM >>Mayor Ribble: ANY FURTHER COMMENTS?
10:03:47AM COUNCILMAN McLAIN.
10:03:48AM >>Jon McLain: I LIKE THOSE CHANGES, BUT I HAVE A QUESTION
10:03:50AM FOR MARY.
10:03:53AM THE DEVELOPMENT PROCESS WILL SPELL OUT SPECIFIC LANDSCAPING.
10:03:57AM IF THIS IS ENACTED AFTER TWO MONTHS OF INACTIVITY, WILL IT
10:04:03AM BE REQUIRED TO PUT IN THE DEVELOPMENT ORDER, LANDSCAPING,
10:04:08AM COMPLETE LANDSCAPING OUTSIDE THAT THEY WOULD DO IF IT WAS A
10:04:11AM COMPLETED PROJECT OR IS IT GOING TO BE MODIFIED TO SOME
10:04:16AM EXTENT SO THEY CAN GET IN THE CONTRACT AND DO THE WORK?
10:04:19AM >>Mary Gibbs: I THINK WE'LL HAVE TO LOOK AT EACH CASE
10:04:21AM INDIVIDUALLY TO SEE EXACTLY WHAT THE ZONING HAD APPROVED.
10:04:25AM SO I WOULD SAY, YES, THEY HAVE TO PUT IN THEIR REQUIRED
10:04:27AM DEVELOPMENT ORDER LANDSCAPING.
10:04:30AM IT'S NOT USUALLY THE MINIMUM LANDSCAPING.
10:04:31AM IT'S USUALLY ENHANCED.
10:04:33AM THEY'LL NEED TO DO THAT UP FRONT.
10:04:35AM I THINK IT DEPENDS ON THE VISIBILITY OF THE PROJECT, LIKE,
10:04:37AM IF YOU LOOK AT THE ONE ACROSS THE STREET THAT'S ON TWO MAIN
10:04:40AM ARTERIALS, YEAH, YOU NEED TO DO THAT.
10:04:43AM IF THERE'S SOMETHING IN THE BACK, MAYBE THAT CAN BE PHASED.

10:04:47AM BUT WE'LL LOOK AT EACH ONE CASE BY CASE.
10:04:51AM >>Robert Eschenfelder: ANOTHER COUNCIL MEMBER ASKED ME THIS
10:04:52AM MORNING ABOUT THE SAME ISSUE.

10:04:55AM SUB A DOES SAY THAT THEY ARE GOING TO INSTALL THE BUFFER
10:05:00AM THAT'S REQUIRED BY THE RELEVANT CODE SECTION AND THE
10:05:03AM DEVELOPMENT ORDER, WHICH THE DEVELOPMENT ORDER IS USUALLY
10:05:05AM GOING TO BE MORE THAN THE CODE SECTION BECAUSE THE CODE
10:05:08AM SECTION IS THE BASE MINIMUM.
10:05:10AM BUT THEN SUB B DOES ALLOW THE DIRECTOR TO HAVE THE AUTHORITY
10:05:14AM TO WAIVE OR ADJUST ISSUES LIKE, WELL, BUT I HAVE TO BE ABLE
10:05:19AM TO ACCESS MY SITE WITH MY DUMP TRUCKS AND STUFF NOW THAT I
10:05:23AM AM GETTING GOING, FINE.
10:05:24AM THE VILLAGE IS NOT GOING TO BE UNREASONABLE.
10:05:27AM IT'S JUST THE ISSUE IS, IF YOU'RE GOING TO STOP AND NOT DO
10:05:30AM ANYTHING, YOU'VE GOT TO PUT THE BUFFER UP.
10:05:35AM IF YOU START, CERTAINLY WE'LL LET YOU HAVE THAT AREA TO
10:05:38AM ACCESS.
10:05:40AM >>Jon McLain: GOOD.
10:05:40AM THANK YOU.
10:05:41AM >>Jim Ward: MARY, A QUICK QUESTION, PLEASE.
10:05:44AM INITIALLY, THE PLANNING ZONING DESIGN BOARD HAD SOME
10:05:47AM CONCERNS ABOUT THIS.
10:05:48AM IN FACT, I THINK THEY UNANIMOUSLY MADE A MOTION THAT THEY
10:05:52AM DID NOT APPROVE OF THIS.
10:05:54AM HAVE THEY SEEN THE CHANGES MADE AND ANY COMMENTS TO YOUR
10:05:57AM KNOWLEDGE?
10:05:58AM >>Mary Gibbs: THEY HAVE NOT SEEN THE CHANGES.
10:06:00AM I'LL PROBABLY UPDATE THEM AT THE NEXT MEETING JUST SO THAT

10:06:03AM THEY KNOW OF IT.
10:06:04AM THEY HAD AN OPTION TO CONTINUE IT, WHEN WE TALKED ABOUT, I
10:06:07AM SAID, THEY WERE GOING TO TABLE IT.
10:06:11AM LIKE, CAN'T TABLE IT, BUT YOU CAN RECOMMEND CHANGES.
10:06:14AM YOU CAN RECOMMEND THE COUNCIL NOT ADOPT IT OR YOU CAN
10:06:18AM CONTINUE IT.
10:06:19AM THEY DID NOT OPT TO CONTINUE.
10:06:21AM SO THEY SAID, NO, WE DON'T LIKE IT IN ITS CURRENT FORM BUT
10:06:26AM WE THINK THE IDEA IS A GOOD ONE.
10:06:27AM I'LL GO BACK TO THE PLANNING ZONING AND DESIGN BOARD AND
10:06:30AM TELL THEM MODIFICATIONS WERE MADE BASED ON YOUR INPUT WHICH
10:06:33AM CAME FROM SOME OF THEIR CONCERNS.
10:06:36AM >>Jim Ward: THANK YOU.
10:06:37AM QUESTION FOR ROBERT, PLEASE.
10:06:38AM ROBERT, WITH RESPECT TO SENATE BILL 180, CAN YOU JUST
10:06:44AM PROVIDE SOME ADDITIONAL INFORMATION ON THE IMPACT OF THAT
10:06:47AM BILL ON WHATEVER WE DO HERE?
10:06:50AM >>Robert Eschenfelder: WELL, SO, THE IMPACT OF THAT BILL

10:06:54AM COMES IN SECTION 4 BECAUSE OF THE ORDINANCE, WHICH IS ON TOP
10:07:00AM OF PAGE 5, BECAUSE THE EFFECTIVE DATE IS OCTOBER 1 OF 2027,
10:07:06AM WHICH TIES TO SENATE BILL 180.
10:07:09AM BUT HOW I WROTE SECTION 4 IS TO SAY IF STATE LAW SHOULD
10:07:13AM CHANGE AND ALLOW IT TO BECOME EFFECTIVE EARLIER, THEN IT
10:07:17AM WILL BE EFFECTIVE AT THAT EARLIER STAGE.
10:07:19AM BECAUSE AS YOU ALL KNOW, SENATE BILL 180, THERE ARE BILLS

10:07:25AM CURRENTLY IN THE LEGISLATURE TO IN PART EASE UP ON SOME OF
10:07:30AM THIS, AND WE'LL SEE WHERE THOSE BILLS GO.
10:07:33AM BUT RIGHT NOW, IT IS OCTOBER 1, 2027.
10:07:36AM >>Jim Ward: WE CANNOT ENFORCE ANYTHING PRIOR TO THAT --
10:07:40AM >>Robert Eschenfelder: THAT'S CORRECT.
10:07:41AM TO THE EXTENT IT IS MORE STRICT THAN IT IS NOW, WE WOULD
10:07:44AM HAVE TO WAIT FOR THAT DATE.
10:07:47AM >>Mayor Ribble: ANYTHING ELSE?
10:07:47AM IS THERE ANY PUBLIC COMMENT?
10:07:50AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
10:07:52AM >>Mayor Ribble: ALL RIGHT.
10:07:53AM IN THAT CASE, MAY I HAVE A MOTION TO APPROVE ORDINANCE
10:07:57AM 2025-17.
10:07:58AM COUNCILMAN HUNT AND A SECOND, VICE-MAYOR.
10:08:00AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
10:08:03AM >>Jeff Hunt: AYE.
10:08:05AM >>Jon McLain: AYE.
10:08:07AM >>Lori Fayhee: AYE.
10:08:08AM >>Rafael Lopez: AYE.
10:08:09AM >>Jim Ward: AYE.
10:08:11AM >>Vice-Mayor Zalucki: AYE.
10:08:12AM >>Mayor Ribble: AYE.
10:08:13AM THAT BRINGS US TO COUNCIL COMMUNICATIONS.
10:08:17AM DOES ANYONE ON COUNCIL HAVE ANYTHING FOR THE GOOD OF THE
10:08:21AM VILLAGE?

10:08:24AM >>Jon McLain: I'VE GOT TWO ITEMS.
10:08:25AM ONE, I WANT TO UPDATE YOU A LITTLE BIT ON BERT.
10:08:30AM WE CONTINUE TO MOVE ON.
10:08:31AM THIS IS A LONG PROCESS.
10:08:35AM BONITA SPRINGS IS GOING TO HAVE A MEETING, AS ARE WE, ON
10:08:38AM FEBRUARY 14th.
10:08:39AM IT'S GOING TO BE AN --
10:08:41AM >>Carol Sacco: FEBRUARY 18.
10:08:42AM >>Jon McLain: 18th?
10:08:43AM 18.
10:08:43AM BECAUSE IT DOESN'T MAKE SENSE THAT THEY HAVE ONE AND WE
10:08:48AM DON'T HAVE ONE.
10:08:49AM WHAT WE'RE GOING TO BASICALLY DISCUSS IS HOW WE GOT TO WHERE
10:08:52AM WE ARE TODAY AND THEN WHAT THE STEPS ARE GOING TO BE BEFORE

10:08:56AM WE CAN ACTUALLY PURCHASE, IF WE DECIDE TO GO FORWARD WITH
10:09:00AM THAT.
10:09:01AM WE'LL GIVE YOU QUITE A BIT OF INFORMATION.
10:09:04AM THERE WILL BE ONE-ON-ONE MEETINGS AFTER THIS INFORMATION
10:09:07AM MEETING SO WE'LL HAVE -- COUNCIL WILL HAVE AMPLE
10:09:10AM OPPORTUNITY, I THINK, TO UNDERSTAND ALL THE DETAILS OF WHAT
10:09:15AM -- WHERE WE ARE AT THIS PARTICULAR TIME.
10:09:17AM AT THIS POINT, I WANT TO RESERVE UNTIL WE GET OUR CHANCE TO
10:09:20AM GET KIND OF ORGANIZED AND WE'RE GOING TO HAVE INFORMATION SO
10:09:27AM YOU CAN READ IT AND DIGEST IT AND TALK TO STEVE.
10:09:30AM YOU CAN'T TALK TO ME BECAUSE, UNLESS WE'RE DOING IT IN

10:09:34AM PUBLIC.
10:09:34AM THAT'S KIND OF WHERE WE ARE ON THAT.
10:09:36AM WE'RE MOVING FORWARD PRETTY WELL.
10:09:38AM THE OTHER TOPIC I WANTED TO TALK ABOUT, IN MY DISTRICT,
10:09:42AM THERE IS AN HOA, AS MANY OF THEM MIGHT HAVE, SPEEDING
10:09:47AM PROBLEMS.
10:09:47AM WE HAVE A SPEED LIMIT AT 22 MILES AN HOUR IN THIS HOA.
10:09:53AM PEOPLE PROBABLY DRIVING 25 OR 30, SOME SAY THEY ARE GOING
10:09:59AM MUCH FASTER THAN THAT.
10:10:00AM SO THEY ARE LOOKING AT SPEED BUMPS OR SPEED HUMPS.
10:10:04AM MY QUESTION IS, I TALKED TO DAVID YESTERDAY BRIEFLY ABOUT
10:10:10AM THIS.
10:10:12AM IS THERE ANY ORDINANCE -- CAN WE PASS AN ORDINANCE THAT IN
10:10:17AM THE VILLAGE OF ESTERO, IF YOU'RE GOING TO PUT SPEED-CALMING
10:10:20AM DEVICES IN, THAT THEY CAN'T BE BUMPS.
10:10:23AM THEY NEED TO BE HUMPS?
10:10:24AM SINCE THIS IS PUBLIC, NONE OF THOSE CAN BE INSTALLED
10:10:34AM WHEREVER THEY ARE WITHOUT APPROVAL FROM THE VILLAGE OF
10:10:36AM ESTERO AND THE FIRE DEPARTMENT.
10:10:37AM OBVIOUSLY, THE FIRE DEPARTMENT HAS CONCERNS ABOUT SPEED OF
10:10:42AM BEING ABLE TO GET OVER A BUMP WITH THEIR BIG VEHICLES AND
10:10:45AM ALL THAT.
10:10:46AM I DON'T KNOW, DAVID, IF YOU CAN ANSWER THAT NOW OR STEVE.
10:10:50AM IS THERE A WAY WE CAN PASS AN ORDINANCE THAT SAYS IF YOU ARE
10:10:53AM GOING TO PUT A CALMING DEVICE IN, IT CANNOT BE X --

10:10:58AM >>Robert Eschenfelder: INTERESTING THAT YOU RAISED THE
10:10:59AM INTERPLAY BETWEEN HOAs AND LOCAL GOVERNMENTS BECAUSE IN
10:11:04AM THE LEGISLATIVE REPORT, ONE OF THE MANY BILLS THIS YEAR IS A
10:11:07AM BILL THAT'S BEING RUN THAT GIVES HOAs MORE POWER TO TRUMP
10:11:12AM LOCAL GOVERNMENT AND FORCE WHAT THEY WANT TO DO ON THE LOCAL
10:11:15AM GOVERNMENT.
10:11:15AM SO WE'LL SEE WHERE THAT BILL GOES.
10:11:18AM BUT THE SHORT ANSWER IS, CAN A LOCAL GOVERNMENT PASS A LAW
10:11:21AM THAT APPLIES WITHIN AN HOA?
10:11:23AM YES, IT CAN.

10:11:24AM THE ISSUE, THOUGH, WITH AN ESTABLISHED HOA AND AN
10:11:27AM ESTABLISHED DEVELOPMENT IS ALSO AS DEVELOPMENT ORDERS.
10:11:32AM WE WOULD NEED TO WORK WITH OUR DIRECTOR GIBBS TO LOOK AT
10:11:38AM WHAT DEVELOPMENT RIGHTS THEY HAVE BEEN GIVEN.
10:11:40AM DOES THAT DEVELOPMENT ORDER SPEAK TO TRAFFIC CALMING AT ALL?
10:11:42AM IF IT DOESN'T, THEN, YES, OUR POLICE POWER WOULD BE ABLE TO
10:11:47AM COME IN, BUT IF THEY HAVE BEEN GIVEN A PARTICULAR RIGHT IN
10:11:51AM THEIR DEVELOPMENT ORDER -- AND I DON'T KNOW WHAT ALL HAS
10:11:55AM BEEN INCLUDED IN TERMS OF TRAFFIC CALMING -- THEN WE WOULD
10:11:59AM NEED TO TAKE A LOOK AT LEGALLY CAN WE TAKE THAT AWAY FROM
10:12:02AM THEM WITHOUT THEM ASSERTING THAT WE'RE TAKING A RIGHT AWAY
10:12:05AM FROM THEM.
10:12:06AM IT WOULD KIND OF BE SITUATIONAL.
10:12:08AM IF THE DEVELOPMENT ORDER IS SILENT ON IT, GIVES US A LOT
10:12:13AM MORE LEEWAY.

10:12:14AM IF IT IS ADDRESSED IN THE DEVELOPMENT ORDER, THAT WOULD BE A
10:12:16AM DIFFERENT ISSUE.
10:12:17AM >>Jon McLain: IF WE'RE GOING TO TAKE ANY ACTION ON THIS AT
10:12:20AM ALL, I THINK WE OBVIOUSLY SHOULD BE IN CONTACT WITH THE FIRE
10:12:23AM DEPARTMENT BECAUSE I THINK THEY CAN BE IMPACTED.
10:12:25AM I REMEMBER WE HAD THE DISCUSSION ON ROUNDABOUTS ON ESTERO
10:12:30AM PARKWAY, AND THEY MADE THE POINT, THE FIRE DEPARTMENT SPOKE
10:12:34AM HERE AND SAID WE DON'T WANT TO DELAY OUR ABILITY TO GET TO A
10:12:40AM PATIENT.
10:12:41AM 60 SECONDS, 30 SECONDS CAN MAKE A DIFFERENCE IN LIFE AND
10:12:43AM DEATH.
10:12:44AM I JUST WANT TO -- BUT ALSO WANT TO AVOID SHOCK ABSORBER
10:12:50AM EXPENSES FOR EVERYBODY IN HERE, BECAUSE SPEED BUMPS CAN BE
10:12:54AM TOUGH.
10:12:55AM THE HUMPS, THEY ARE GOING TO SLOW FOLKS DOWN, BUT IF YOU
10:12:59AM HAVE A SPORTS CAR, THEY ARE A MORE GRADUAL INCREASE AND THEY
10:13:04AM ARE FLAT AND THEN GO DOWN.
10:13:05AM COULD WE GET MAYBE AN UPDATE ON THAT HERE AT A FUTURE
10:13:11AM MEETING TO SEE WHAT OUR RIGHTS MIGHT BE AND THEN WHAT ACTION
10:13:14AM DO WE REALLY WANT TO TAKE?
10:13:15AM MIGHT BE A WORTHWHILE DISCUSSION.
10:13:18AM >>Mayor Ribble: ROB, DON'T WE HAVE TO LOOK AT THE
10:13:21AM DEVELOPMENT ORDERS OF EVERY SINGLE HOA IN THIS CITY?
10:13:25AM >>Robert Eschenfelder: I COULD WRITE AN ORDINANCE THAT SAYS
10:13:29AM SOMETHING ALONG THE LINES OF, UNLESS THE DEVELOPMENT ORDER,

10:13:32AM YOU KNOW, SPECIFICALLY ADDRESSES THIS, THEN, AND THAT WOULD
10:13:37AM AT LEAST CREATE A BASELINE AND ALMOST BE A SITUATION IF AND
10:13:42AM WHEN THE VILLAGE DECIDED TO ENFORCE IN A PARTICULAR
10:13:47AM DEVELOPMENT, WE, YES, WOULD THEN HAVE TO LOOK AT THAT
10:13:49AM DEVELOPMENT ORDER.
10:13:51AM >>Mayor Ribble: SO IN THE EVENT THE DEVELOPMENT ORDER

10:13:54AM DOESN'T SPEAK TO IT, WE CAN'T INSIST THEY PUT THEM IN.
10:14:00AM EACH HOA WOULD HAVE TO VOTE TO ALLOW THEM POSSIBLY?
10:14:04AM >>Robert Eschenfelder: I THOUGHT WHAT I HEARD COUNCILMAN
10:14:05AM McLAIN SAY, IF THEY PUT THEM IN, THAT THEY ARE NOT GOING
10:14:08AM TO BE BUMPS BUT THEY ARE GOING TO BE HUMPS.
10:14:11AM >>Jon McLain: THAT'S CORRECT.
10:14:12AM WE'RE NOT FORCING THEM IN.
10:14:13AM >>Robert Eschenfelder: WHAT I THINK HIS SUGGESTION IS, IS
10:14:17AM THAT WE'RE MANDATING IF YOU DO TRAFFIC CALMING, THIS IS WHAT
10:14:21AM YOU SHOULD DO.
10:14:24AM >>Jon McLain: I WOULDN'T ADVOCATE WE HAVE TO GO THROUGH,
10:14:26AM WHAT WE HAVE 45 HOAs.
10:14:28AM >>Mayor Ribble: THAT'S WHAT I'M THINKING.
10:14:30AM >>Jon McLain: I THINK WE NEED TO GET A MESSAGE OUT, OH,
10:14:33AM HOAs, IF YOU ARE THINKING ABOUT CALMING DEVICES, MAKE SURE
10:14:38AM YOU GET A PERMIT FROM THE VILLAGE OF ESTERO AND ALSO THE
10:14:42AM FIRE DEPARTMENT.
10:14:43AM AND THEN AT THAT POINT, WE COULD LOOK AND SAY, HEY, WHAT CAN
10:14:47AM WE DO TO MAKE --

10:14:49AM >>Robert Eschenfelder: THAT IS YET ANOTHER ISSUE.
10:14:50AM I DON'T KNOW THAT YOU NEED TO MAKE IT A PERMITTING SCHEME AS
10:14:53AM OPPOSED TO JUST SAYING THIS IS THE VILLAGE'S STANDARD.
10:14:56AM BECAUSE IF YOU MAKE IT A PERMITTING SCHEME --
10:15:01AM >>Mayor Ribble: IT'S STILL UP TO THE HOA TO PUT IT IN AND
10:15:03AM THEY WILL BE PAYING FOR IT.
10:15:05AM >>Robert Eschenfelder: CORRECT.
10:15:07AM >>Rafael Lopez: JON, I CAN TELL YOU FROM THE STANDPOINT OF
10:15:11AM STONEYBROOK, THEY TRIED THAT YEARS AGO, AND THE FIRE
10:15:14AM DEPARTMENT SAID NO WAY THEY WERE PUTTING SPEED BUMPS, BUT
10:15:18AM YOU CAN PUT SPEED HUMPS.
10:15:20AM SO THE ENTRANCE TO STONEYBROOK AND EXIT AND ALL THAT, THEY
10:15:22AM HAVE SPEED HUMPS, THEY DON'T HAVE SPEED BUMPS BECAUSE THE
10:15:26AM FIRE DEPARTMENT WILL NOT ALLOW IT BECAUSE OF THE DAMAGE TO
10:15:30AM THE VEHICLES GOING THROUGH.
10:15:35AM >>Vice-Mayor Zalucki: MARY, THIS IS A QUESTION FOR YOU.
10:15:37AM IT'S PRETTY SIMPLE.
10:15:39AM IF AN HOA OR A PRIVATE BUSINESS, JUST RECENTLY WITHIN THE
10:15:44AM LAST YEAR OR SO I BELIEVE MIROMAR MALL PUT IN SOME SPEED
10:15:48AM BUMPS OVER BY FORD'S GARAGE.
10:15:50AM I NOTICED IT BECAUSE I DROVE MY CORVETTE THROUGH THERE AND
10:15:53AM I'M VERY CAUTIOUS ABOUT SPEED HUMPS AND BUMPS.
10:15:58AM >>Mary Gibbs: NEED A NEW TRANSMISSION NOW?
10:16:00AM >>Vice-Mayor Zalucki: AREN'T THEY REQUIRED TO PULL A PERMIT
10:16:03AM NO MATTER WHERE IT IS IN THE VILLAGE IF THEY ARE GOING TO

10:16:06AM ALTER THE ROADWAY?
10:16:07AM >>Mary Gibbs: WE TYPICALLY -- WHEN PEOPLE ASK, SOMETIMES

10:16:10AM THEY DON'T ASK AND THEY JUST DO IT, LIKE MY CONDO JUST DID
10:16:14AM IT AND EVERYBODY HAD TO GET A NEW TRANSMISSION BECAUSE THEY
10:16:17AM DID THE WRONG ONES.
10:16:19AM WE MAKE PEOPLE GET A LIMITED DEVELOPMENT ORDER.
10:16:22AM IN THAT REVIEW, WE TYPICALLY HAVE THE FIRE DEPARTMENT WEIGH
10:16:24AM IN BECAUSE THEY HAVE BEEN OVER HERE BEFORE TELLING US YOU
10:16:27AM CAN'T HAVE THE BAD ONES.
10:16:29AM YOU CAN ONLY HAVE THE GOOD ONES.
10:16:31AM THERE IS A REVIEW PROCESS FOR THEM NOW.
10:16:33AM BUT A LOT OF HOAs I THINK DON'T KNOW THAT.
10:16:36AM SOME OF THEM DON'T UNDERSTAND BECAUSE THEY THINK THEY HAVE
10:16:40AM ALL AUTHORITY AND THEY ARE NOT PART OF THE VILLAGE.
10:16:43AM >>Vice-Mayor Zalucki: THEY STILL HAVE TO CHECK AND PULL A
10:16:45AM PERMIT.
10:16:45AM AT OUR COMMUNITY, IT WAS A SLUG FEST WHEN IT CAME TO SPEED
10:16:50AM BUMPS.
10:16:50AM AND IT WAS UGLY.
10:16:51AM AND WE ENDED UP NOT DOING ANYTHING.
10:16:54AM WE ENDED UP GETTING ONE OF THOSE ELECTRONIC SPEEDOMETER
10:16:59AM SIGNS THAT FLASHES IF YOU ARE GOING OVER THE SPEED LIMIT.
10:17:01AM IT SEEMS TO WORK.
10:17:02AM JON, MAYBE A SUGGESTION.
10:17:04AM >>Mayor Ribble: WE DO THE SAME THING.

10:17:05AM >>Vice-Mayor Zalucki: AS A COMPARISON, IF YOU LOOK OVER AT
10:17:08AM THE COMMUNITY CENTER RIGHT DOWN THE ROAD, THOSE ARE SPEED
10:17:11AM BUMPS.
10:17:11AM THOSE ARE ASPHALT BUMPS, AND THEY WILL TAKE OUT LOW CARS,
10:17:15AM YOUR FRONT SPOILER.
10:17:17AM I WOULD SAY WE WANT TO ADVISE AGAINST THOSE, BUT SOME OF THE
10:17:20AM MORE GRADUAL ONES WHERE LOWER CARS CAN GET OVER I THINK IS
10:17:24AM SOMETHING THAT SOME OF THESE COMMUNITIES HAVE BEEN DOING.
10:17:27AM MIROMAR DID THE SAME THING JUST RECENTLY.
10:17:34AM >>Jeff Hunt: WE LANDED ON BECAUSE OF THE ISSUES YOU ALL
10:17:36AM DESCRIBED, UTILIZING THE ELECTRONIC SIGNAL AND A CAMERA.
10:17:41AM AND OUR ADMINISTRATION WILL SNAP THAT PHOTO AND ADDRESS THAT
10:17:45AM DIRECTLY WITH THE RESIDENT.
10:17:46AM THAT SEEMS TO BE WORKING REALLY WELL.
10:17:48AM >>Mayor Ribble: WE DO THE SAME THING.
10:17:49AM YOU MIGHT WANT TO CONSIDER IT.
10:17:51AM >>Jon McLain: ONE SINGLE DEVICE.
10:17:53AM >>Jeff Hunt: WE HAVE THEM THROUGHOUT THE COMMUNITY.
10:17:56AM IT'S AN EXPENSE BUT IT'S VERY DIRECT WITH THE PERSON --
10:18:00AM PHOTO OF THEM AND THEIR LICENSE PLATE.
10:18:02AM >>Mayor Ribble: IN OUR CASE, WE FINE THEM.
10:18:03AM >>Jon McLain: GOOD.
10:18:04AM SHOULD.
10:18:05AM THAT'S ALL I GOT.

10:18:07AM >>Mayor Ribble: ANY OTHER DISCUSSION?

10:18:09AM >>Vice-Mayor Zalucki: COULD I ASK JON ONE QUESTION RELATIVE
10:18:11AM TO BERT.
10:18:12AM DO YOU HAVE A TIME AND PLACE OF THE MEETING ON THE 18th?
10:18:14AM IS THAT A PUBLIC MEETING?
10:18:17AM >>Jon McLain: IT WILL BE FOLLOWING OUR COUNCIL MEETING.
10:18:19AM A REGULAR WORKSHOP.
10:18:21AM >>Vice-Mayor Zalucki: WORKSHOP HERE.
10:18:23AM >>Jon McLain: BONITA WILL CALL IT SOMETHING ELSE.
10:18:25AM I LEFT A MESSAGE FOR STEVE.
10:18:28AM I FOUND OUT ABOUT THEIR MEETING AND I SAID WE'VE GOT TO DO
10:18:31AM SOMETHING.
10:18:31AM I TALKED TO THE LAND FOR PUBLIC TRUST.
10:18:35AM THEY WILLING TO BE HERE IF WE NEED ASSISTANCE.
10:18:39AM BONITA ELECTED NOT TO HAVE THEM THERE, WHICH I THINK IS A
10:18:43AM MISTAKE.
10:18:44AM WE'LL DEAL WITH OURS.
10:18:46AM OBVIOUSLY, WE NEED APPROVALS IN ORDER TO MAKE THIS THING GO
10:18:51AM FORWARD FROM ESTERO, BONITA AND COLLIER COUNTY.
10:18:55AM ONE DROPS, THE STOOL FALLS OVER AND NOTHING GOES FORWARD.
10:19:00AM WE'LL TALK ABOUT THAT MORE ON THE 18th.
10:19:02AM >>Mayor Ribble: ANYTHING ELSE FROM COUNCIL?
10:19:03AM MR. ESCHENFELDER, DO YOU HAVE ANYTHING ELSE FOR US?
10:19:07AM >>Robert Eschenfelder: I MENTIONED EARLIER ABOUT THE
10:19:09AM LEGISLATIVE SESSION.
10:19:11AM YOU ALL HAVE SEEN MY REPORT.

10:19:13AM THERE ARE A LOT OF BAD THINGS.
10:19:16AM ONE THING I WANTED TO POINT OUT, IF YOU HAVEN'T GOTTEN TO IT
10:19:19AM YET, WE HAVE SEVERAL LOBBYIST FIRMS THAT WORK FOR US AND
10:19:24AM BRING MONEY TO US, AND THEY APPEAR BEFORE US SEVERAL TIMES A
10:19:29AM YEAR.
10:19:30AM ONE OF THE BILLS THAT'S OUT THERE WILL MAKE THAT ILLEGAL,
10:19:33AM THAT WE ARE NO LONGER -- LOCAL GOVERNMENTS ARE NO LONGER
10:19:36AM ALLOWED TO HIRE A LOBBYIST BECAUSE I GUESS TALLAHASSEE
10:19:40AM DOESN'T WANT TO HEAR WHAT WE HAVE TO SAY.
10:19:42AM AGAIN, YOU ALL ARE OUT THERE TALKING TO OUR LOCAL
10:19:46AM DELEGATION.
10:19:47AM TO THE EXTENT YOU CAN EXPRESS, WHY ARE YOU DOING THIS TO US,
10:19:54AM THAT'S IMPORTANT.
10:19:54AM >>Mayor Ribble: MAKE SURE YOU HAVE THE PHONE NUMBER OF ALL
10:19:57AM OF OUR REPRESENTATIVES ON YOUR PHONE.
10:19:58AM IN CASE WE NEED TO CONTACT THEM AND TELL THEM HOW DIFFICULT
10:20:03AM THEY ARE MAKING OUR LIVES.
10:20:05AM BUT THANK YOU FOR THAT REPORT.
10:20:07AM >>Jon McLain: SOMETIMES IT'S DIFFICULT GETTING THE
10:20:11AM LEGISLATIVE PERSON.

10:20:11AM YOU USUALLY GET THEIR STAFF.
10:20:13AM IS IT POSSIBLE FOR US TO REQUEST OUR LOCAL REPRESENTATIVES
10:20:19AM TO COME TO OUR MEETINGS AND LET US DISCUSS OUR CONCERNS WITH
10:20:25AM LEGISLATIVE PROCESS?
10:20:27AM ESPECIALLY WITH THIS NEW PENDING LEGISLATION.

10:20:30AM >>Robert Eschenfelder: LEGALLY IT'S POSSIBLE, SURE.
10:20:32AM >>Jon McLain: TRYING TO GET THEM HERE --
10:20:35AM >>Mayor Ribble: IT MIGHT BE EASIER FOR YOU TO GO TO THEM.
10:20:37AM THAT'S WHY THEY HAVE THE SESSIONS.
10:20:40AM >>Jon McLain: THEY ALL WANT TO GET REELECTED AGAIN, I THINK
10:20:42AM MOST OF THEM DO.
10:20:43AM >>Mayor Ribble: I FIND TEXTING GETS YOU A QUICKER RESPONSE
10:20:47AM THAN A PHONE CALL.
10:20:49AM >>Rafael Lopez: I FIND CUBAN COFFEE WORKS PRETTY WELL, TOO.
10:20:53AM >>Mayor Ribble: MR. SARKOZY, DO YOU HAVE ANYTHING FOR US?
10:20:55AM >>Steven Sarkozy: NOTHING AT THIS --
10:20:57AM >>Mayor Ribble: ALL RIGHT.
10:20:58AM IN THIS CASE, WE'LL ADJOURN THE REGULAR SESSION AND CONVENE
10:21:01AM THE WORKSHOP.
10:21:01AM THE FIRST ONE, DAVID, I SEE YOU COMING TO THE PODIUM, THE
10:21:08AM VILLAGE OF ESTERO WATER MONITORING UPDATE.
10:21:09AM GOOD MORNING.
10:21:17AM >>David Willems: I THINK AS COUNCIL IS AWARE, WE HAVE A
10:21:19AM FAIRLY ROBUST WATER MONITORING PROGRAM.
10:21:21AM WE GO OUT ONCE A MONTH AND NUMEROUS LOCATIONS THAT WE GET
10:21:25AM WATER QUALITY SAMPLES AND TEST THE WATER FOR MANY
10:21:29AM POLLUTANTS.
10:21:29AM I'LL PROVIDE AN UPDATE OF WHERE WE ARE ON THAT, WHAT THE
10:21:33AM DATA LOOKS LIKE AND WHAT WE'LL USE IT FOR GOING FORWARD.
10:21:37AM THIS IS WHAT WE'RE MONITORING.

10:21:38AM THE YELLOW ONES ARE THE ONES THAT THE COUNTY GETS.
10:21:41AM THEY GOT THOSE BEFORE THE VILLAGE WAS INCORPORATED AND
10:21:44AM CONTINUE TO MONITOR AT THOSE LOCATIONS NOW.
10:21:46AM I THINK WE HAVE 20 OR 30 YEARS OF DATA AT THOSE LOCATIONS.
10:21:52AM THE PURPLE STARS IS WHERE THE VILLAGE IS NOW PICKING UP
10:21:56AM MONITORING.
10:21:57AM SOME OF THOSE WE HAVE SEVERAL YEARS' WORTH OF DATA.
10:22:00AM SOME OF THOSE WE JUST STARTED PICKING UP LAST YEAR, SO IT'S
10:22:04AM MUCH LESS DATA.
10:22:05AM THE WHOLE INTENT OF THIS UP FRONT IS TO IDENTIFY WHERE THE
10:22:09AM RIVER IS POLLUTED.
10:22:10AM AND THEN ON THE BACK END IS TO START DEMONSTRATING HOW THE
10:22:14AM WATER QUALITY IS IMPROVING AFTER WE DO SOME OF THE PROJECTS.
10:22:17AM SO THAT ONE 47A-2 GR ON THE WEST SIDE OF THE VILLAGE, WE
10:22:23AM ADDED THAT ONE RECENTLY SO WE COULD GET A LITTLE BIT OF BASE
10:22:26AM DATA FOR WHEN WE START DOING THE UEP PROJECTS AND REALLY SEE

10:22:30AM WHAT THE IMPACT IS TO THE BAY ITSELF.
10:22:33AM WE DIDN'T REALLY HAVE ANYTHING DOWN PAST ESTERO RIVER
10:22:37AM HEIGHTS BEFORE.
10:22:38AM SO THIS IS ALL THE TESTING THAT WE DO, ALL THESE PARAMETERS.
10:22:41AM FOR WHAT WE'RE TALKING ABOUT, TYPICALLY NOT ALL OF THEM, WE
10:22:47AM DON'T TALK ABOUT ALL OF THEM ALL THE TIME.
10:22:50AM REALLY, THE ONES THAT WE FOCUS ON IN THE VILLAGE IS THE
10:22:53AM BACTERIA AND THE TOTAL NITROGEN, AND THAT IS BECAUSE OF WHAT
10:22:57AM FDEP HAS IDENTIFIED AS ISSUES WITHIN THE RIVER.

10:23:00AM THEY HAVEN'T IDENTIFIED NITROGEN AS A PROBLEM IN THE RIVER,
10:23:05AM BUT THEY HAVE IDENTIFIED NITROGEN AS A PROBLEM IN ESTERO
10:23:08AM BAY, SO WE LOOK AT THAT JUST TO SEE HOW WE CAN HELP ESTERO
10:23:12AM BAY AS WELL.
10:23:13AM WHAT I WANTED TO GO OVER IS JUST EACH OF THOSE PARAMETERS.
10:23:18AM I THINK THE EASIEST WAY TO DIGEST THE INFORMATION IS IN A
10:23:22AM GRAPH.
10:23:22AM WE HAVE THESE IN TABLES, AND THERE'S REALLY A LOT OF DATA.
10:23:25AM BUT I THINK A GRAPH GIVES YOU THE BEST PICTURE OF WHAT'S
10:23:29AM HAPPENING.
10:23:29AM SO THE FIRST ONE, ENTERO BACTERIA, WE MONITOR THAT FOR
10:23:35AM REALLY THE SALTWATER AREAS OF THE RIVER.
10:23:38AM YOU'LL NOTICE THAT WHEN I SHOW YOU WHICH ONES WE'RE
10:23:41AM MONITORING FOR THIS, YOU WON'T SEEING ANYTHING UPSTREAM
10:23:46AM BECAUSE IT DOESN'T APPLY THE CRITERIA THAT FDEP USES.
10:23:47AM THERE ARE TWO DIFFERENT BACTERIA.
10:23:48AM THE ENTERO IS FOR THE SALTWATER PART, AND THE E. COLI IS FOR
10:23:54AM THE FRESHWATER PART, AND THAT'S WHY IT IS SPLIT INTO TWO.
10:23:55AM AND WE LOOK AT TWO DIFFERENT BACTERIA.
10:23:57AM THE ONE ON THE LEFT DOESN'T HAVE A LOT OF DATA.
10:24:00AM THAT'S BECAUSE WE JUST STARTED DOING IT TO SET A BASELINE.
10:24:03AM IF YOU LOOK AT IT, IF YOU LOOK A LITTLE BIT CLOSER, HARD TO
10:24:06AM SEE ON THE SCREEN, BUT THERE IS A YELLOW LINE ON THERE
10:24:09AM THAT'S REALLY LOW, AND THAT'S REALLY WHERE WE WANT TO BE.
10:24:13AM THAT'S JUST A REFERENCE.

10:24:14AM YOU CAN SEE THAT ALL OF THIS DATA IS SIGNIFICANTLY ABOVE
10:24:17AM THAT.
10:24:18AM THE DARK LINE IS THE ACTUAL DATA POINTS, AND THEN THERE IS A
10:24:24AM KIND OF LOWER LINE THAT IS A LITTLE LIGHTER BLUE.
10:24:27AM WHAT THAT IS, IT IS THE 12 MONTH GEOMETRIC MEAN.
10:24:31AM IT GIVES YOU AN IDEA OF WHAT IT REALLY IS, BECAUSE WE HAVE
10:24:36AM SOME REALLY HIGH POINTS AND IT REALLY GIVES YOU MORE OF AN
10:24:39AM IDEA OF HOW CLOSE WE ARE TO THAT CRITERIA.
10:24:42AM IN ALL CASES, WE'RE ABOVE THAT.
10:24:44AM AND THEN IF YOU LOOK AT THE E. COLI, SO THIS IS MORE
10:24:49AM UPSTREAM AREAS, THIS IS AROUND BAMBOO ISLAND.
10:24:53AM YOU CAN SEE THOSE ARE ALSO HIGH.

10:24:55AM WE DON'T HAVE AS MUCH DATA BECAUSE THESE ARE THE POINTS THAT
10:24:58AM THE VILLAGE STARTED PICKING UP AFTER INCORPORATION.
10:25:01AM AS YOU GO UP FURTHER, YOU CAN SEE THAT THESE AREAS, AS YOU
10:25:04AM GO UPSTREAM, ARE LOW.
10:25:07AM AS WE'VE SEEN IN THE OTHER PRESENTATIONS, THAT BACTERIA IS
10:25:12AM DEFINITELY ORIGINATING WITHIN THE VILLAGE.
10:25:15AM IF YOU GET UP TO THREE OAKS PARKWAY, BASICALLY WE'RE BELOW
10:25:18AM WHAT THE CRITERIA IS.
10:25:20AM SO THERE'S NOTHING, FGCU, THEY ARE NOT CONTRIBUTING TO OUR
10:25:24AM BACTERIA ISSUES WITHIN THE VILLAGE.
10:25:26AM SO THAT WAS THE NORTH BRANCH.
10:25:31AM THE SOUTH BRANCH, WE'VE GOTTEN A LITTLE MORE INFORMATION ON
10:25:33AM THE SOUTH BRANCH JUST BECAUSE THERE ARE MORE SEPTIC TANKS

10:25:36AM DOWN THERE.
10:25:36AM THE IDEA IS TO TRY TO DETERMINE, MAKE SURE THAT ALL THE
10:25:39AM SEPTIC TANKS THAT APPEAR TO BE CONTRIBUTING OR ARE THERE
10:25:42AM AREAS THAT IT DOESN'T.
10:25:43AM IF YOU LOOK AT THE DATA, ON THE FAR LEFT, AND ON THE BOTTOM,
10:25:48AM THOSE ARE THE MORE DOWNSTREAM SEGMENTS.
10:25:52AM AS YOU GO UPSTREAM, YOU CAN SEE THAT THE VALUES ACTUALLY
10:25:57AM CONTINUE TO GO DOWN.
10:25:58AM KIND OF AT THE MOUTH WHERE IT MEETS THE SOUTH BRANCH, THERE
10:26:02AM ARE HIGHER LEVELS AND THEN IT KEEPS GOING DOWN, SIMILAR TO
10:26:05AM THE NORTH BRANCH.
10:26:07AM >>Jim Ward: DAVID, WHAT CAUSES THOSE SPIKES?
10:26:10AM IN EACH OF THESE GRAPHS, THERE ARE A SERIES OF SPIKES THAT
10:26:13AM GO OFF THE CHART.
10:26:15AM >>David Willems: THAT IS THE COMPLEXITY OF BACTERIA IS YOU
10:26:19AM GET SPIKES AND LOWER.
10:26:20AM THAT'S THE WAY THE BACTERIA, WHEN YOU'RE TESTING FOR IT
10:26:23AM WORK.
10:26:24AM THERE ARE HIGH VALUES AND THEN LOW VALUES.
10:26:26AM IT'S VERY TRANSIENT, COMPARED TO NITROGEN AND PHOSPHOROUS,
10:26:31AM WHICH TEND TO BE A LITTLE MORE OF A SMOOTH CURVE.
10:26:35AM >>Jim Ward: DOES IT HAVE ANYTHING TO DO WITH THE SEASON OR
10:26:38AM --
10:26:39AM >>David Willems: WE LOOKED TO SEE -- WE TRIED IN THE PAST TO
10:26:42AM SEE IF THERE IS A SEASONALITY.

10:26:45AM FGCU STUDY LOOKED AT THAT AS WELL.
10:26:48AM WE COULDN'T FIND ANYTHING THAT SHOWED IT WAS A SEASON.
10:26:50AM FGCU EVEN LOOKED, HIGH TIDE ISSUE, LOW TIDE ISSUE?
10:26:55AM WE WEREN'T ABLE TO FIND ANYTHING THAT SEEMED TO CORRELATE TO
10:26:59AM ANYTHING LIKE THAT.
10:27:01AM >> MY EXPERIENCE WITH THE CALUSA WATER KEEPER, IT CAN BE
10:27:04AM AFFECTED BY RAIN RUNOFF.
10:27:07AM IF YOU HAVEN'T HAD RAIN FOR A LONG TIME, BIG RAIN, RUNOFF,

10:27:11AM YOU'LL SEE SPIKES -- [INAUDIBLE]
10:27:18AM >>David Willems: DEPENDING ON THE SOURCE, IT CAN SOMETIMES
10:27:21AM WORK THE OPPOSITE OF THAT.
10:27:22AM IF YOU ARE MORE UPSTREAM AREA AND HASN'T RAINED FOR A WHILE,
10:27:25AM AND THERE'S NO LIKE GROUNDWATER GOING THERE, BUT YOU ARE
10:27:29AM SOMEWHAT CLOSE TO A SEPTIC TANK THAT'S PUSHING WATER THROUGH
10:27:32AM THERE.
10:27:32AM THAT'S WHAT I MEAN, KIND OF TRANSIENT.
10:27:35AM THE MORE RAIN, THAT'S HOW IT WORKS.
10:27:38AM FURTHER UPSTREAM IT CAN ACTUALLY BE DIFFERENT.
10:27:40AM IT'S HARD TO EXPLAIN.
10:27:44AM EACH ONE IS PROBABLY A DIFFERENT REASON IN REALITY.
10:27:46AM BUT THE FACT THAT THE MAJORITY OF THEM ARE ABOVE THAT
10:27:52AM BASELINE IS A CONCERN.
10:27:54AM SO IF WE JUST HAD LIKE THREE SPIKES THAT WERE ABOVE IT AND
10:27:57AM EVERYTHING ELSE WAS BELOW IT, WE PROBABLY WOULDN'T HAVE THE
10:27:59AM CONCERN THAT WE DO.

10:28:01AM GENERALLY, MOST, ESPECIALLY THE DOWNSTREAM AREAS, THEY ARE
10:28:04AM ALMOST ALWAYS ABOVE THE BASELINE.
10:28:06AM AGAIN, AS YOU GET CLOSER TO I-75 ON THE TOP RIGHT, YOU CAN
10:28:10AM SEE GENERALLY THE MAJORITY OF THEM ARE CLOSE TO THE
10:28:14AM CRITERIA.
10:28:15AM IT'S A LITTLE BIT HIGHER THAN THREE OAKS, BUT THAT COULD BE
10:28:18AM BECAUSE KIKER PRESERVE HAS A LOT OF WILDLIFE, AND THIS IS
10:28:23AM NOT JUST HUMAN BACTERIA.
10:28:26AM IT CAN COME FROM OTHER WARM-BLOODED ANIMALS.
10:28:29AM WHEN YOU HAVE A HIGH CONCENTRATION, IT IS AN INDICATOR THAT
10:28:31AM THERE IS A HUMAN INFLUENCE.
10:28:35AM >>Jon McLain: THERE ARE ONLY A FEW DATA POINTS THERE.
10:28:37AM HOW OFTEN IS IT MONITORED?
10:28:39AM MONITORED DAILY OR CONTINUOUSLY?
10:28:42AM >>David Willems: ONCE A MONTH.
10:28:45AM THERE ARE A COUPLE OF LOCATIONS, AND YOU'LL NOTICE IN THE
10:28:48AM RECENT, ON THE I-75, THAT LOCATION CAN GO DRY FROM TIME TO
10:28:53AM TIME, SO THERE'S NO WATER TO GRAB, SO WE DON'T HAVE SAMPLES.
10:28:58AM THIS IS HALFWAY CREEK.
10:29:05AM GENERALLY, YOU CAN SEE THAT IT'S NOT AS HIGH AS WHAT THE
10:29:09AM ESTERO RIVER IS.
10:29:11AM THERE IS SOME DOWN BY WILLIAMS THROUGH WEST BAY CLUB.
10:29:16AM THAT'S PROBABLY BECAUSE OF THE ESTERO SPRINGS.
10:29:20AM IN THOSE AREAS, THERE ARE A FEW SEPTIC TANKS STILL IN THAT
10:29:23AM AREA.

10:29:23AM AGAIN, AS YOU GO FURTHER UPSTREAM, IT'S GENERALLY LOW.
10:29:26AM ONCE YOU GET TO I-75, IT'S VERY CLOSE TO ZERO THE ENTIRE
10:29:31AM TIME.
10:29:31AM HERE YOU CAN SEE JUST AS WE WERE TALKING ABOUT, NITROGEN

10:29:39AM DOESN'T GO UP AND DOWN AS MUCH AS THE BACTERIA DOES, BUT YOU
10:29:43AM CAN SEE IT'S ALL ABOVE THE REFERENCE ELEVATION.
10:29:49AM FROM WHAT WE'RE FOCUSED ON, WE'RE REALLY MORE FOCUSED RIGHT
10:29:52AM NOW ON THE BACTERIA, BECAUSE, GENERALLY, IF WE GET THE
10:29:55AM BACTERIA OUT, THE NITROGEN WILL COME WITH IT, THE SEPTIC
10:29:59AM TANKS AND PACKAGE WASTEWATER TREATMENT PLANTS.
10:30:02AM IF AND WHEN A TMDL COMES OUT FOR BACTERIA ON THE RIVER,
10:30:10AM THAT'S GOING TO BE OUR JOB TO FIX IT.
10:30:12AM RIGHT NOW, THE TMDL FOR ESTERO BAY DOES NOT INCLUDE ESTERO.
10:30:18AM THAT'S MORE BONITA, LEE COUNTY.
10:30:20AM SO THIS -- BACTERIA IS THE ONE THAT WE'LL HAVE TO ADDRESS AT
10:30:23AM SOME POINT, WHICH WE ARE ADDRESSING NOW, BUT THE STATE AT
10:30:27AM SOME POINT.
10:30:27AM THIS DATA WILL HELP IN THE FUTURE, POTENTIALLY SHOW THAT THE
10:30:32AM PACKAGE WASTEWATER TREATMENT PLANTS AND THE OTHER UEP
10:30:36AM PROJECTS ARE FIXING THE PROBLEM AND HOPEFULLY WE'LL BE ABLE
10:30:39AM TO USE THAT TO DEMONSTRATE THAT WHAT WE'RE DOING IS WORKING
10:30:42AM AND WE DON'T GET LUMPED IN WITH SOME OF THE OTHER ISSUES
10:30:45AM ONCE THEY GET TO THE TMDL.
10:30:51AM >>Jim Ward: YOU JUST ANSWERED SOMEWHAT THE QUESTION I WAS
10:30:53AM GOING TO ASK ABOUT THE IMPACT OF THE SEPTIC TO SEWER SYSTEM

10:30:56AM CONVERSION AND THE IMPACT IT WILL HAVE ON THESE READINGS.
10:30:59AM DO YOU SEE IT AS A SIGNIFICANT IMPACT OR JUST SOMETHING
10:31:03AM THAT'S GOING TO AFFECT SOME SPECIFIC AREAS AND NOT THE
10:31:07AM GENERAL AREA?
10:31:09AM >>David Willems: WELL, THE SEPTIC TANKS ARE PRETTY MUCH --
10:31:12AM IF YOU LOOK AT THE DATA, PRETTY MUCH THE SEPTIC TANKS ARE
10:31:16AM RIGHT WHERE WE HAVE THE HIGH LEVELS OF BACTERIA.
10:31:19AM LET ME GO BACK AND SHOW YOU WHAT THE E. COLI, BECAUSE THAT'S
10:31:25AM REALLY THE MOST DESCRIPTIVE.
10:31:27AM IF YOU LOOK HERE, THERE ARE SEPTIC TANKS ALONG TANGLEWOOD
10:31:31AM AND THE GROVES.
10:31:32AM THAT'S KIND OF WHERE THAT LAST STAR IS.
10:31:36AM THERE'S NO SEPTIC TANKS ANYWHERE AROUND THE ONE AT THREE
10:31:39AM OAKS PARKWAY.
10:31:41AM YOU CAN SEE THERE'S ALMOST NO BACTERIA THERE.
10:31:43AM AND THEN THERE IS BACTERIA AT THE ONE DOWNSTREAM.
10:31:47AM IT'S SIMILAR ON THE SOUTH BRANCH.
10:31:50AM THERE ARE SOME SEPTIC TANKS ALONG RIVER RANCH ROAD THAT
10:31:54AM DRAIN TOWARD THE RIVER.
10:31:56AM AND YOU CAN SEE THAT THERE IS A LITTLE BIT HIGHER
10:31:59AM CONCENTRATIONS, BUT ONCE YOU GET OVER TO I-75, VERY LOW
10:32:04AM BECAUSE THERE ARE NO SEPTIC TANKS.
10:32:06AM AND THEN HALFWAY CREEK IS VERY SIMILAR.
10:32:10AM THERE ARE SEPTIC TANKS ALONG WILLIAMS ROAD, BUT AS YOU GET
10:32:14AM FURTHER TO THE EAST, THERE ARE NONE, AND THE CONCENTRATIONS

10:32:17AM ARE LOW.
10:32:18AM SO IT'S SHOWING THAT THE HIGH -- I MEAN, IT'S NOT PROVING
10:32:22AM THAT IT IS, BUT IT'S CIRCUMSTANTIAL THAT ALL THE HIGH
10:32:26AM BACTERIA CONCENTRATIONS ARE WHERE WE HAVE SEPTIC TANKS OR
10:32:31AM WASTEWATER TREATMENT PLANT.
10:32:33AM WITH US FINISHING THE PACKAGE WASTEWATER TREATMENT PLANTS
10:32:36AM THIS SUMMER, NEXT YEAR, WE'LL HAVE THE START OF SOME DATA
10:32:41AM THAT COULD SHOW SOME IMPROVEMENT.
10:32:43AM ESPECIALLY WITH THE NUTRIENTS IT MAY TAKE A LITTLE BIT OF
10:32:45AM TIME FOR US TO ACTUALLY SEE IT IN THE DATA BECAUSE WITH THE
10:32:49AM WAY NUTRIENTS WORK, THERE'S SOME BUILT UP IN THE
10:32:52AM ENVIRONMENT, AND THEN IT WILL BE PULLING THAT OUT OF THE
10:32:54AM ENVIRONMENT AND THEN AT SOME POINT, THE INPUTS WILL EVEN OUT
10:32:57AM AND IT WILL LOWER.
10:32:59AM IT'S NOT ALWAYS INSTANT, LIKE, WE DON'T SHUT OFF THE PLANT
10:33:02AM ON A TUESDAY AND WE CAN SEE THE DATA ON A WEDNESDAY.
10:33:05AM SOMETIMES IT CAN TAKE A COUPLE OF MONTHS OR MORE TO ACTUALLY
10:33:09AM SEE IT.
10:33:10AM HOPEFULLY WE'LL BE ABLE TO MONITOR THAT WITH THE DATA WE'RE
10:33:13AM GETTING HERE.
10:33:15AM >>Mayor Ribble: ANYTHING ELSE?
10:33:17AM >>Vice-Mayor Zalucki: DAVID, THIS IS A GREAT PRESENTATION.
10:33:19AM IT'S WAY BEYOND MY SCOPE OF UNDERSTANDING, ECOLOGY AND
10:33:23AM WATER.
10:33:24AM BUT I THINK FROM A SIMPLE STANDPOINT, WHEN SHOULD WE BE

10:33:27AM CONCERNED AT WHAT LEVEL FOR HUMAN INTERACTION WITH OUR RIVER
10:33:31AM SYSTEM?
10:33:31AM IS IT CLOSE TO THAT POINT OR IS THERE A LEVEL THAT WE SHOULD
10:33:35AM BE CONCERNED ABOUT HUMAN INTERACTION WITH THE WATERWAYS IN
10:33:39AM OUR VILLAGE?
10:33:40AM >>David Willems: I DON'T KNOW THAT SPECIFIC ANSWER.
10:33:43AM YOU KNOW, GENERALLY IN OUR WATERWAYS, THE INTERACTION,
10:33:48AM YOU'RE NOT BATHING IN IT.
10:33:49AM IT'S MORE OF A SPLASH OR IN A KAYAK OR BOAT, THAT'S
10:33:54AM REALISTICALLY WHERE THE INTERACTION IS.
10:33:59AM I DON'T KNOW THE ANSWER OF WHERE THE THRESHOLD IS.
10:34:02AM IT'S DEFINITELY THE POINT THAT WE WANT TO GET IT CLEANED.
10:34:06AM IT'S DEFINITELY NOT MEETING THE INTENT OF THE WATER BODY,
10:34:10AM AND THAT'S WHY WE'RE CLEANING IT UP.
10:34:15AM >>Jeff Hunt: STATE OF FLORIDA DOES PROVIDE A GUIDANCE FOR
10:34:18AM FECAL INDICATED BACTERIA OF 70.
10:34:20AM THE SAMPLING THAT'S BEEN DONE TYPICALLY POINTS TO NUMBERS
10:34:26AM MUCH GREATER THAN 70, DEPENDING ON THE AREAS OF THE RIVER.
10:34:30AM >>David Willems: IS THAT REFERENCE FOR BEACH OR --
10:34:33AM >>Jeff Hunt: THAT REFERENCE, AS FAR AS I KNOW, IS FOR ESTERO
10:34:35AM RIVER OR ANY WATER BODY.
10:34:37AM >>David Willems: OKAY.

10:34:38AM BECAUSE I KNOW THEY ARE REALLY CONSISTENT WITH THE BEACH
10:34:40AM CLOSURES IF IT REACHES A CERTAIN LEVEL.
10:34:42AM I DON'T REMEMBER WHAT THAT NUMBER IS.

10:34:44AM BUT THERE IS A NUMBER FOR THAT THAT IS DIFFERENT THAN WHAT
10:34:47AM IS RELATED TO THE RIVER.
10:34:50AM >> THANK YOU, JEFF.
10:34:51AM GREAT INFORMATION.
10:34:52AM >>Mayor Ribble: I KNOW IN OUR DEVELOPMENT, OUR DEVELOPMENT
10:34:55AM ALSO INCLUDES SPRING CREEK, WHICH IS PART OF BONITA SPRINGS.
10:34:59AM AND DURING HIGH LEVELS, THEY ADVISE YOU TO RINSE OFF AFTER
10:35:02AM YOU COME OUT OF THAT CREEK.
10:35:06AM >>David Willems: I WOULD RECOMMEND THAT.
10:35:07AM THAT IS A GOOD RECOMMENDATION.
10:35:14AM >>Vice-Mayor Zalucki: I THINK THE QUESTION I HAVE IS AT WHAT
10:35:16AM POINT ARE WE CONCERNED, DO WE HAVE TO CLASSIFY THIS AS
10:35:19AM POLLUTED WATERWAYS?
10:35:20AM THAT IS A HARSH WORD, BUT I'M TRYING TO UNDERSTAND WHERE WE
10:35:24AM ARE.
10:35:26AM JEFF, YOU KIND OF SHED A LITTLE BIT OF LIGHT AT 70 AND WE'RE
10:35:29AM ABOVE THAT.
10:35:31AM >>David Willems: I THINK THE FACT THAT IT IS IMPAIRED MEETS
10:35:35AM THAT CRITERIA THAT IT IS POLLUTED.
10:35:36AM THAT IS THE INTENT.
10:35:38AM THE INTENT OF IT BEING CALLED IMPAIRED IS THAT FOR IT BEING
10:35:41AM IN A CLASS 3 WATER BODY, IT SHOULD HAVE THESE CERTAIN
10:35:46AM CHARACTERISTICS FOR IT TO FUNCTION AS CLASS 3 WATER BODY.
10:35:49AM IT'S NOT MEETING THAT, AND THAT'S WHY WE'RE TRYING TO FIX
10:35:51AM IT.

10:35:55AM >>Mayor Ribble: JON.
10:35:56AM >>Jon McLain: JUST A LITTLE ABOVE MY HEAD ALSO.
10:35:59AM E. COLI, PRETTY OBVIOUS, WE'VE GOT CORRECTIVE ACTION ALREADY
10:36:04AM DESIGNED AND THAT'S GOING TO HELP US IN THE NEXT COUPLE OF
10:36:08AM YEARS, I'M SURE.
10:36:09AM ON OTHER FACTORS, POLLUTING FACTORS THAT WE'VE GOT ON THAT
10:36:13AM MAJOR LIST, IS THERE ANY IMPACT THAT WE CAN IDENTIFY FROM
10:36:17AM THE DEVELOPMENTS THAT GOES ON EAST OF 75?
10:36:22AM ARE WE GETTING ANY POLLUTANTS COMING OUR WAY THERE THAT WE
10:36:27AM SHOULD BE CONCERNED WITH?
10:36:28AM >>David Willems: I THINK THE DATA IS CLEAR THAT WE ARE NOT.
10:36:31AM >>Jon McLain: WHICH IS INTERESTING.
10:36:32AM >>David Willems: ESPECIALLY THE BACTERIA, IS ENTIRELY FROM
10:36:40AM HUMAN INPUT IS COMING FROM HUMAN WASTE.
10:36:42AM ALL THE NEW DEVELOPMENTS HAVE MUNICIPAL SEWER.
10:36:48AM SO THEY ARE NOT HAVING THAT IMPACT AT ALL.
10:36:50AM THE ONLY REASON WE'RE HAVING IT IS BECAUSE OF THE SEPTIC
10:36:54AM TANKS AND PACKAGE WASTEWATER TREATMENT PLANTS.

10:36:57AM KEEP IN MIND THAT THE BACTERIA THAT WE'RE TESTING FOR, THEY
10:37:01AM ARE INDICATOR BACTERIA, MEANING THAT A HIGH LEVEL INDICATES
10:37:06AM THERE'S LIKELY HUMAN INFLUENCE.
10:37:07AM IT COMES FROM OTHER SOURCES AS WELL.
10:37:09AM WE'LL NEVER GET IT DOWN TO ZERO, EVEN THE ONES ALONG THREE
10:37:13AM OAKS AND I-75, IT WASN'T ZERO.
10:37:16AM BUT IT WAS LOW ENOUGH THAT IT INDICATED THAT THERE LIKELY

10:37:20AM WERE NOT HUMAN INFLUENCES TO THAT LEVEL.
10:37:24AM >>Jon McLain: THANK YOU.
10:37:26AM >>Mayor Ribble: DO WE HAVE ANY PUBLIC COMMENT?
10:37:28AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
10:37:30AM >>Mayor Ribble: ALL RIGHT.
10:37:31AM IN THAT CASE, WE WILL MOVE ON TO THE WORKSHOP 12B.
10:37:38AM STATUS REPORT ON THE CHICK-FIL-A DEVELOPMENT ORDER.
10:37:43AM >>Steven Sarkozy: I CAN MENTION BEFORE INTRODUCING MARY, OF
10:37:46AM COURSE, THAT THE COUNCIL HAD ASKED FOR AN UPDATE ON THE
10:37:49AM CHICK-FIL-A PROJECT NEAR -- AT THE CORNER OF BEN HILL
10:37:54AM GRIFFIN AND CORKSCREW.
10:37:55AM AND THE IMPACTS NOT ONLY ON THE PUBLIC SYSTEM BUT ALSO ON
10:38:01AM THE PRIVATE DEVELOPMENT THERE AS WELL.
10:38:03AM CHICK-FIL-A, OF COURSE, IS A HIGH-TRAFFIC GENERATOR,
10:38:07AM PARTICULARLY AT PEAK PERIODS, AND THIS IS ALREADY A
10:38:10AM CONSTRAINED PARKING LOT AREA, VALIDATING THE CONCERN, OF
10:38:15AM COURSE, OF THE COUNCIL.
10:38:16AM I'D LIKE TO TURN IT OVER TO MARY TO DESCRIBE WHERE WE ARE AT
10:38:19AM IN THE REVIEW PROCESS AND THE APPROVAL PROCESS FOR THE
10:38:23AM PROJECT HERE.
10:38:24AM MARY.
10:38:24AM >>Mary Gibbs: GOOD MORNING.
10:38:26AM LET'S TRANSITION FROM DISCUSSION OF FECAL COLIFORM TO
10:38:31AM CHICKEN, MAYBE.
10:38:31AM [LAUGHTER]

10:38:32AM AS STEVE SAID, THIS IS THE CHICK-FIL-A, WHICH THE PERKINS
10:38:39AM WILL BE DEMOLISHED AND CHICK-FIL-A IS PROPOSED TO BE
10:38:42AM CONSTRUCTED AT BEN HILL AND CORKSCREW.
10:38:44AM YOU ASKED FOR THE WORKSHOP LAST DECEMBER.
10:38:48AM AND AT THAT TIME, PLANNING AND ZONING REVIEWED IT, THERE
10:38:51AM WERE SOME LOOSE ENDS.
10:38:53AM PLANNING ZONING DESIGN BOARD APPROVED IT, BUT THERE WERE
10:38:55AM ABOUT SIX OR EIGHT THINGS THAT WE CONSIDERED LOOSE ENDS.
10:38:58AM THEY DIDN'T WANT TO CONTINUE IT, SO THEY SAID, STAFF, WE'LL
10:39:02AM LET THEM RESUBMIT IT AND YOU CAN REVIEW IT.
10:39:04AM I THINK COUNCIL HAD SOME QUESTIONS.
10:39:06AM CAN WE HEAR LIKE THE STATUS OF WHAT'S GOING ON WITH THE
10:39:09AM LOOSE ENDS?
10:39:09AM THEN I WAS GOING TO TOUCH ON THE TRAFFIC A LITTLE BIT AND

10:39:12AM GIVE YOU AN UPDATE.
10:39:13AM SO WE DID RECEIVE JANUARY 13th, WE GOT A RESUBMITTAL FROM
10:39:19AM BOWMAN, WHO IS THE CONSULTANTS FOR THE APPLICANT.
10:39:21AM AND THEY DID A PRETTY GOOD JOB WITH ADDRESSING THE QUESTIONS
10:39:25AM THAT PLANNING AND ZONING BOARD HAD ASKED.
10:39:26AM SO THOSE QUESTIONS WERE RELATED MORE TO THE LANDSCAPING --
10:39:31AM OH, HERE IS THE LOCATION ALSO.
10:39:33AM I'VE GOT A LITTLE SITE PLAN.
10:39:35AM DO I PAGE DOWN?
10:39:41AM HELP.
10:39:42AM NEED TECH HELP.

10:39:48AM AND THIS IS THE SITE PLAN WHICH IS REALLY HARD TO SEE.
10:39:51AM THE QUESTIONS THAT PLANNING AND ZONING SAID THEY DIDN'T SHOW
10:39:56AM ANY PLANTINGS.
10:39:57AM THEY SHOWED MINIMAL PLANTINGS AROUND THE BUILDING ITSELF AND
10:40:00AM THERE IS A REQUIREMENT FOR BUILDING PERIMETER PLANTING.
10:40:02AM THEY CHANGED THEIR PLANS AND SHOWED THE FOUNDATION PLANTINGS
10:40:05AM AROUND THE BUILDING NOW.
10:40:06AM AND THEN ALSO THE PLANNING ZONING DESIGN BOARD SAID WE WANT
10:40:10AM TO SEE A SIDEWALK CONNECTION TO BEN HILL GRIFFIN.
10:40:14AM THEY HAD NOT SHOWN THAT.
10:40:15AM THEY CHANGED THE PLANS TO SHOW THE SIDEWALK CONNECTION.
10:40:18AM I DON'T THINK IT'S ON THIS PLAN HERE.
10:40:20AM THIS IS AN OLDER PLAN.
10:40:21AM THEY ALSO ASKED THEM, THEY DIDN'T HAVE THE DUMPSTER SCREENED
10:40:29AM VERY WELL.
10:40:29AM YOU HAVE TO SCREEN IT WITH A WALL, BUT THEY DIDN'T HAVE ANY
10:40:33AM PLANTINGS SO ADDED PLANTINGS AROUND THE DUMPSTER.
10:40:36AM THEY WANTED THEM TO FINALIZE SOME OF THE COLORS BECAUSE THEY
10:40:39AM HADN'T DECIDED ON THE COLORS, SO THEY HAVE THE COLOR SCHEME
10:40:44AM SELECTED WHICH COMPLIED.
10:40:46AM I THINK THOSE WERE THE MAIN THINGS THAT THE PLANNING ZONING
10:40:50AM DESIGN BOARD HAD ASKED FOR.
10:40:52AM YOU ALL KIND OF MENTIONED TRANSPORTATION AND WHAT WERE THE
10:40:56AM TRAFFIC ISSUES.
10:40:57AM THAT WAS ACTUALLY THOROUGHLY DISCUSSED AT PLANNING ZONING

10:41:00AM AND DESIGN BOARD AT A COUPLE OF MEETINGS.
10:41:02AM BASICALLY, THE BOWMAN IS THE CONSULTANTS.
10:41:07AM THEY HAVE THEIR OWN TRAFFIC ENGINEER WHO DOES THE TRAFFIC
10:41:10AM STUDY.
10:41:10AM BUT WE ALSO AT THE VILLAGE HIRED NORM TREBILCOCK WHO DOES
10:41:14AM TRAFFIC ANALYSIS FOR US ON SOME OF OUR PROJECTS BECAUSE WE
10:41:17AM KNEW THIS WAS REALLY IMPORTANT TO THE COUNCIL AND THE
10:41:20AM CITIZENS WERE ALL WORRIED ABOUT THE TRAFFIC.
10:41:22AM SO WE WANTED TO MAKE SURE THAT THE TRAFFIC WAS COMPLETELY
10:41:25AM ANALYZED AND THAT WE HAD OUR OWN PERSON KIND OF DOING THE

10:41:28AM PEER REVIEW OF THEIR STUDY.
10:41:29AM WE DID HAVE NORM REVIEW THAT AS WELL AS OURSELVES.
10:41:34AM AND THERE ARE EXTERNAL AND INTERNAL THINGS WE LOOK AT.
10:41:38AM EXTERNALLY, WE LOOKED AT BEN HILL GRIFFIN AND CORKSCREW.
10:41:43AM DO THE ROAD LINKS HAVE THE CAPACITY FOR THE EXTRA TRAFFIC?
10:41:45AM EVEN THOUGH THEY ARE TAKING DOWN THE PERKINS, CHICK-FIL-A
10:41:49AM GENERATES A LOT MORE TRAFFIC BECAUSE IT IS A FAST FOOD
10:41:51AM RESTAURANT.
10:41:52AM WE LOOKED AT THAT AND THE TRAFFIC ENGINEERS SAID IT'S NOT
10:41:55AM GOING TO DEGRADE THE LEVEL OF SERVICE, SO THOSE ROAD LINKS
10:41:59AM WILL BE OKAY.
10:41:59AM WE ALSO LOOK AT THE INTERSECTIONS THEMSELVES TO SEE IF
10:42:03AM EVERYBODY CAN FIT IN THE TURN LANES, IF THE TURN LANES NEED
10:42:05AM TO BE WIDENED, IF THERE ARE ANY IMPACTS ON THE INTERSECTION
10:42:08AM AT BEN HILL AND CORKSCREW.

10:42:10AM AND THEN AT THE TRAFFIC LIGHT AT MIROMAR THAT GOES INTO THE
10:42:14AM SHOPPING CENTER.
10:42:15AM SO THAT WAS ANALYZED BY BOTH CONSULTANTS AND THEY SAID WE
10:42:19AM DON'T NEED TO MAKE ANY IMPROVEMENTS, IT HAS THE CAPACITY TO
10:42:22AM HANDLE THAT AS WELL.
10:42:23AM THEN WE LOOK AT INTERNALLY, AND I PUT THE SITE PLAN UP,
10:42:29AM BECAUSE IF YOU -- LOOKING BACK AT THE AERIAL, THE ACCESS,
10:42:32AM WHEN YOU COME AROUND INTERNALLY FROM PUBLIX, THERE'S KIND OF
10:42:36AM A BAD CORNER.
10:42:38AM THEY LOOKED AT THE SITE ANGLES TO SEE IF THAT WOULD BE A
10:42:41AM PROBLEM.
10:42:41AM SO WHAT WE SUGGESTED TO THE APPLICANT WAS MOVING THE ACCESS
10:42:44AM A LITTLE FURTHER SOUTH SO THIS FIRST ACCESS IS SOUTH OF
10:42:48AM WHERE IT IS NOW.
10:42:50AM TO GET AS FAR AWAY AS WE COULD FROM McDONALD'S.
10:42:53AM AND THEN THE WAY THEY DESIGNED IT, AND WE ASKED THEM TO DO
10:42:56AM THIS, HAVE LIKE A RIGHT-IN TURNING IN AND THEN YOU EXIT ON
10:43:01AM THE SOUTH ACCESS.
10:43:02AM THEY ALSO BOUGHT SOME ADDITIONAL PROPERTY TO THE EAST, WHICH
10:43:06AM IS THEIR DETENTION AREA, SO THAT ALLOWED THEM TO MOVE THE
10:43:09AM ACCESS POINTS OVER.
10:43:10AM THEN THEY HAVE THE DOUBLE DRIVE-THROUGH, AND THEY HAD TO
10:43:13AM ANALYZE THAT, AND THIS IS LIKE A BIG COMPUTER ANALYSIS THAT
10:43:17AM DOES THIS.
10:43:17AM BUT THEY'VE GOT I THINK 41 STACKING SPACES AND THE DOUBLE

10:43:21AM DRIVE-THROUGHS.
10:43:22AM SO WHEN YOU ANALYZE THE WORST-CASE SCENARIO, IT WILL NOT
10:43:25AM BACK UP INTO THE PARKING LOT OR OUT INTO THE ACCESS WAY.
10:43:28AM AGAIN, WE WERE MOST CONCERNED ABOUT TRAFFIC AS WAS
10:43:33AM EVERYBODY, BUT I THINK VERY THOROUGH ANALYSIS ON BOTH SIDES.
10:43:38AM THAT'S KIND OF WHERE WE ARE.

10:43:41AM THE STATUS, WE SENT THE APPLICANT A COUPLE -- THEY HAVE TO
10:43:44AM MAKE A COUPLE OF MINOR REVISIONS AND THEN WE'LL BE READY TO
10:43:48AM ISSUE THE DEVELOPMENT ORDER.
10:43:49AM BUT WE WANTED TO BRING IT BACK TO COUNCIL AND KIND OF
10:43:52AM EXPLAIN WHERE WE WERE WITH THE PROCESS.
10:43:55AM >>Mayor Ribble: ANY QUESTIONS?
10:43:58AM >>Jon McLain: WHAT IS THE BIG GREEN ISLAND OUT IN THE
10:44:01AM MIDDLE?
10:44:01AM IS THAT A DIVIDER?
10:44:05AM >>Mary Gibbs: ON THE SOUTH SIDE?
10:44:06AM >>Jon McLain: KIND OF A QUASI-TRIANGLE.
10:44:13AM >>Mary Gibbs: I THINK THAT IS THEIR OUTDOOR SEATING AREA.
10:44:16AM THE OUTDOOR SEATING AREA.
10:44:18AM THEY HAD INDOOR, AND THEN THEY HAVE THE OUTDOOR SEATING
10:44:23AM AREA.
10:44:24AM >>Jon McLain: YOU MENTIONED THE DUMPSTER.
10:44:26AM WHERE IS THE DUMPSTER?
10:44:28AM >>Mary Gibbs: THAT IS THE NORTHEAST OR THE TOP CORNER.
10:44:31AM >>Jon McLain: SIX BLOCK THING --

10:44:34AM >>Mary Gibbs: RIGHT NEXT TO McDONALD'S.
10:44:36AM >>Jon McLain: WE TALKED ABOUT THAT I THINK THE LAST TIME
10:44:39AM THAT IN ORDER TO GET THE GARBAGE FROM THE RESTAURANT, THEY
10:44:43AM ARE GOING TO HAVE TO TRANSPORT THAT ALL THE WAY TO THE
10:44:48AM DUMPSTER.
10:44:49AM SEEMS LIKE A LONG WAY TO GO WITH A BUSY RESTAURANT WITH A
10:44:52AM LOT OF TRAFFIC COMING IN, PROBABLY WOULDN'T AFFECT IT GOING
10:44:56AM OUT.
10:44:56AM IS THAT THE BEST PLACE FOR THAT FROM A SAFETY STANDPOINT?
10:45:00AM >>Mary Gibbs: THAT DID COME UP.
10:45:02AM >>Jon McLain: OBVIOUSLY NOT GOING TO TAKE TRASH OUT AT
10:45:05AM NOONTIME, PROBABLY DO IT AT SLOWER TIMES, BUT IT IS A LONG
10:45:09AM HAUL.
10:45:10AM >>Mary Gibbs: IT IS A LITTLE BIT.
10:45:11AM WHEN IT CAME UP, THEY TALKED ABOUT IT AND REALLY DIDN'T HAVE
10:45:13AM A BETTER LOCATION TO PUT IT.
10:45:15AM IF YOU PUT IT ON THE OTHER SIDE, YOU DON'T WANT IT TO BE
10:45:18AM VISIBLE FROM BEN HILL GRIFFIN OR CORKSCREW, OBVIOUSLY.
10:45:20AM SO THEY TRIED TO ALIGN IT WITH KIND OF THE McDONALD'S IN A
10:45:25AM CORNER NOT AS OBVIOUS.
10:45:26AM IT WAS DISCUSSED AT PLANNING ZONING AND DESIGN BOARD.
10:45:35AM >>Jon McLain: I GUESS IT'S THEIR EMPLOYEES.
10:45:37AM >>Rafael Lopez: MARY, SO THE ENTRANCE ON THE NORTH END THAT
10:45:40AM MEETS THE McDONALD'S ENTRANCE, THAT'S STILL THERE.
10:45:43AM THEY ARE NOT GOING TO REMOVE THAT?

10:45:46AM >>Mary Gibbs: THAT WILL COME OUT.
10:45:48AM THIS WILL BE THE NEW ACCESS.

10:45:50AM McDONALD'S ACCESS WILL STAY, BUT THEN THE ACCESS FOR
10:45:55AM PERKINS IS GOING TO BE MOVED SOUTH, WHICH WILL BE THIS
10:45:59AM ACCESS.
10:45:59AM >>Jon McLain: THERE'S ONLY ONE IN AND ONE OUT.
10:46:01AM >>Mary Gibbs: ONE IN AND ONE OUT.
10:46:03AM THE OLD ONE GETS SHIFTED, BASICALLY, SHIFTED TO THE SOUTH TO
10:46:07AM GET FURTHER AWAY FROM McDONALD'S.
10:46:09AM >>Rafael Lopez: WHAT IS THE OTHER -- TO THE RIGHT, WHAT IS
10:46:12AM THE OTHER ENTRANCE THERE?
10:46:14AM >>Mary Gibbs: THAT'S WHERE YOU GO OUT.
10:46:15AM SO YOU'LL GO IN, GO AROUND TO THE DOUBLE DRIVE-THROUGHS AND
10:46:19AM THEN COME OUT AT THE SOUTHERN.
10:46:21AM >>Rafael Lopez: WE TALKED ABOUT BEFORE THAT PARKING LOT IS
10:46:23AM HORRENDOUS WITH THE CIRCULAR DRIVEWAY THERE OUTSIDE THERE.
10:46:28AM >>Mary Gibbs: IT'S, YEAH, NOT OPTIMUM.
10:46:32AM WE DID ASK THE -- OUR TRAFFIC CONSULTANT TO ANALYZE LIKE THE
10:46:37AM SIGHT DISTANCE TO MAKE SURE.
10:46:38AM THEY ALSO ANALYZED CRASHES.
10:46:40AM THERE HAVE BEEN A FEW CRASHES THERE.
10:46:42AM I THINK FOUR OVER THE PAST FOUR YEARS.
10:46:44AM THREE WERE SINGLE CAR CRASHES.
10:46:47AM SOMEBODY VEERED OFF.
10:46:48AM WASN'T A TWO CAR CRASH.

10:46:50AM THERE WAS ONE TWO-CAR CRASH.
10:46:51AM THE ENGINEERS ARE SAYING THIS IS LIKE THE SAFEST WAY TO DO
10:46:54AM IT.
10:46:55AM WE DID ASK THE APPLICANT IF THEY WOULD TALK TO PUBLIX AND
10:46:58AM SEE IF THERE'S ANY WAY PUBLIX COULD RECONFIGURE THE PARKING
10:47:02AM LOT, THEY ARE KIND OF ACROSS THE STREET HERE.
10:47:06AM THERE IS A STOP BAR, THERE IS GOING TO BE LIKE A STOP BAR.
10:47:10AM LIKE A TRAFFIC-CALMING DEVICE, BUT WE THOUGHT MAYBE PUBLIX
10:47:14AM COULD TAKE A FEW PARKING SPACES OUT.
10:47:16AM BUT CHICK-FIL-A IS SUPPOSED TO CONTACT THEM.
10:47:18AM BUT THEN PUBLIX IS ALWAYS VERY PROPRIETARY AND THEY HAVE TO
10:47:21AM HAVE A CERTAIN AMOUNT OF PARKING SPACES.
10:47:23AM SO THAT SEEMS UNLIKELY.
10:47:27AM >>Rafael Lopez: I CAN TELL YOU NOW, EVEN IN SEASON, THAT
10:47:29AM PARKING LOT IS HORRENDOUS.
10:47:31AM IT'S TERRIBLE.
10:47:32AM ESPECIALLY IN SEASON.
10:47:35AM >>Mayor Ribble: ANYONE ELSE?
10:47:38AM >>Vice-Mayor Zalucki: I WOULD LIKE TO SEE THE CHANGES, MARY.
10:47:42AM I THINK THEY DID THE BEST JOB THEY COULD WITH THE FOOTPRINT
10:47:45AM THEY HAD.
10:47:45AM I WAS ALSO ENCOURAGED TO HEAR THEY DID PURCHASE PROPERTY TO
10:47:48AM THE EAST TO EXPAND THEIR FOOTPRINT A LITTLE BIT.
10:47:50AM IT APPEARS THAT THERE IS STILL SOME PROPERTY THERE.

10:47:53AM DID THEY PURCHASE THAT FROM --

10:47:56AM >>Mary Gibbs: THE STRIP ON THE EAST IS THEIR DETENTION AREA.
10:47:59AM SO I THINK PERKINS DID NOT INCLUDE THAT PIECE.
10:48:02AM WE THOUGHT IT WAS LIKE A VIEW CORRIDOR FOR PUBLIX FOR YEARS,
10:48:06AM EVERYBODY THOUGHT IT WAS A VIEW CORRIDOR, WHEN THEY ANALYZED
10:48:09AM THE REAL ESTATE, PUBLIX DIDN'T HAVE AN ISSUE WITH IT.
10:48:14AM THEY GOT THAT AREA, BUT THAT WILL BE THEIR DETENTION.
10:48:17AM IT WILL STILL MAINTAIN A VIEW BECAUSE IT IS JUST THE
10:48:21AM DETENTION.
10:48:23AM >>Vice-Mayor Zalucki: THAT'S GOOD.
10:48:24AM ALLOWED THEM TO DO OTHER THINGS, ADJUST THE ENTRANCE AND
10:48:26AM EXIT.
10:48:27AM I THINK WE ALL KNOW, NO MATTER WHERE THEY PUT A CHICK-FIL-A,
10:48:31AM IT'S GOING TO DRAW A LOT OF ATTENTION AND A LOT OF BUSINESS.
10:48:34AM THAT IS A GOOD THING FOR THE COMMUNITY AND BUSINESS OWNERS.
10:48:36AM I THINK FROM WHAT I'M SEEING WITH THE CHANGES, THEY DID THE
10:48:39AM BEST THEY COULD WITH THE FOOTPRINT THEY HAD.
10:48:41AM RAFAEL, TO YOUR POINT, I THINK AT THAT CORNER, I GO THERE
10:48:46AM REGULARLY, AS SOME OF US ARE, THAT'S GOING TO BE A LITTLE
10:48:49AM DIFFICULT TO NAVIGATE.
10:48:51AM AGAIN, I'M ENCOURAGED TO SEE THEY DID SHIFT THE DRIVEWAY
10:48:55AM AWAY FROM McDONALD'S, PULLED IT SOUTH AND THEN HAD THE
10:48:58AM DEDICATED EXIT, WHICH IS REALLY GOING TO HELP.
10:49:02AM IF IT IS BACKED UP WHERE PEOPLE ARE TRYING TO TAKE A LEFT TO
10:49:05AM GET IN, THEY CAN TAKE A RIGHT, GO DOWN AND REMANEUVER.
10:49:08AM SO THERE ARE SOME OPTIONS THERE.

10:49:11AM >>Mary Gibbs: IT WAS VERY INTERESTING BECAUSE I THINK MAYBE
10:49:14AM THE FIRST PLANNING AND ZONING BOARD, THEY HAD THE
10:49:17AM CHICK-FIL-A LADY, THE REGIONAL REPRESENTATIVE, WHO SPENT A
10:49:21AM LOT OF TIME EXPLAINING HOW THE DOUBLE DRIVE-THROUGH WORKS,
10:49:24AM BECAUSE THE ONE ON 41, THE OLDER ONES, WE ASKED THEM, HOW DO
10:49:28AM YOU RETROFIT THESE.
10:49:30AM THEY SAY WE TYPICALLY BUILD NEW ONES BECAUSE IT'S HARD TO
10:49:33AM RETROFIT THEM.
10:49:34AM THE DOUBLE DRIVE-THROUGH, THERE IS A WAY MOBILE ORDERS GO IN
10:49:37AM ONE LANE.
10:49:38AM IF THE OTHER LANE BACKS UP, THEY CAN ADJUST THEM.
10:49:41AM IT WAS PRETTY SCIENTIFIC AND KIND OF AN INTERESTING
10:49:45AM CONVERSATION.
10:49:45AM THEY SAID THE 41 STACKING THAT THEY ARE DOING HERE IS MORE
10:49:47AM THAN THEY TYPICALLY DO AT ANY OTHER.
10:49:49AM IT WAS MORE INFORMATION THAN YOU REALLY WANTED TO KNOW ABOUT
10:49:55AM A DOUBLE DRIVE-THROUGH.
10:49:57AM >>Mayor Ribble: THANK YOU, MARY.
10:49:58AM ANYTHING ELSE?
10:49:58AM IS THERE ANY PUBLIC COMMENT?

10:50:00AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
10:50:02AM >>Mayor Ribble: ALL RIGHT.
10:50:02AM THANK YOU VERY MUCH.
10:50:03AM IN THAT CASE, WE'LL GO ON TO WORKSHOP C.
10:50:10AM >>Steven Sarkozy: THIS IS ITEM 12C ON YOUR WORKSHOP AGENDA.

10:50:14AM AND THIS IS ALSO A COUNCIL REQUEST TO GET ADDITIONAL
10:50:19AM INFORMATION ABOUT THE CODE COMPLIANCE MITIGATION AND SOME OF
10:50:23AM THE PAYMENT UPDATES.
10:50:25AM AS THE COUNCIL IS AWARE, WE HAVE A VERY AGGRESSIVE CODE
10:50:30AM COMPLIANCE EFFORT INTENDING TO KEEP THE QUALITY OF THE
10:50:32AM COMMUNITY AT THE HIGHEST POSSIBLE STANDARDS.
10:50:35AM AS A RESULT, WE DO HAVE SOME VIOLATORS OUT THERE.
10:50:42AM SO WHAT WE WOULD LIKE TO DO IS JUST WALK THROUGH WHERE WE
10:50:46AM GET COMPLIANCE ISSUES AND HOW THE PENALTIES ACCRUE FOR EACH
10:50:52AM OF THOSE ISSUES.
10:50:54AM AGAIN, MARY GIBBS COORDINATES THAT WITH OUR CGA STAFF
10:51:01AM DOWNSTAIRS.
10:51:02AM MARY.
10:51:05AM >>Mary Gibbs: YOU ASKED ABOUT HAVING A WORKSHOP ON THIS,
10:51:07AM AFTER WE HAD THAT LAST MITIGATION CASE BECAUSE IT SEEMS LIKE
10:51:13AM SOMETIMES, THERE IS A SURPRISE, WE SCHEDULE THE CASES AND
10:51:15AM YOU MIGHT NOT HAVE KNOWN ABOUT IT.
10:51:17AM WE LOOKED BACK AND REALLY HAVEN'T DONE AN UPDATE FOR COUNCIL
10:51:19AM IN ABOUT TWO YEARS.
10:51:21AM IT WAS TIME TO DO AN UPDATE.
10:51:22AM I WANT TO PUT IN CONTEXT A LITTLE BIT, WHEN YOU'RE LOOKING
10:51:27AM AT THE FINES AND WE HAVE OVER 5 MILLION ACCRUING IN FINES SO
10:51:31AM FAR AND IT LOOKS LIKE A LARGE NUMBER, IT IS A LARGE NUMBER,
10:51:34AM BUT WHEN YOU LOOK AT THE CASES, 187 CASES SINCE WE
10:51:37AM INCORPORATED IN 2016, IT'S A PRETTY SMALL PERCENTAGE OF THE

10:51:41AM OVERALL TOTAL.
10:51:42AM I WAS TALKING TO STANLEY THIS MORNING.
10:51:45AM WE WERE KIND OF GOING OVER THE SPREAD SHEETS.
10:51:47AM WHEN YOU ACTUALLY -- THE 187 CASES, BUT THOSE ARE THE ONES
10:51:51AM THAT HAVE NOT COMPLIED AND HAD TO GO TO A SPECIAL MAGISTRATE
10:51:57AM HEARING.
10:51:58AM STANLEY ACTUALLY, SINCE 2016 HAS HAD THOUSANDS OF CASES.
10:52:02AM BUT THE VAST MAJORITY OF THEM WILL COMPLY, TAKE CARE OF IT.
10:52:06AM THESE ARE BASICALLY WHAT WE CALL THE PROBLEM CHILDREN.
10:52:08AM STANLEY HAS I THINK ABOUT A 94, 95 PERCENT COMPLIANCE RATE
10:52:14AM ON HIS CASES.
10:52:15AM SO WE'RE LOOKING AT THE VERY SMALL TOTAL, EVEN THOUGH THE
10:52:18AM NUMBERS LOOK BIG, KEEP IN MIND IT IS KIND OF THE SMALL
10:52:22AM PERCENTAGE OF THE MORE DIFFICULT PEOPLE.
10:52:24AM WHEN I PUT THIS MEMO TOGETHER, 187 CASES, AND THOSE ARE THE
10:52:31AM ONES THAT THEY DIDN'T FIX THE PROBLEM AND THE -- AND THERE

10:52:36AM ARE FINES.
10:52:37AM I WANT TO DISTINGUISH A LITTLE BIT BECAUSE SOMEBODY ASKED ME
10:52:39AM OR I THINK THE MAYOR ASKED, TOO, AND I ASKED STANLEY THIS,
10:52:43AM SOME OF THESE CASES SAY THEY ARE CLOSED AND THERE ARE FINES
10:52:46AM AND SOME SAY THEY ARE OPEN AND THERE ARE FINES.
10:52:48AM WHAT IS THE DIFFERENCE BETWEEN THEM?
10:52:50AM WELL, IF THE CASE GETS CLOSED IF THEY GET A PERMIT.
10:52:54AM SOME OF THESE ARE CLOSED, BUT THEY DID GET THE PERMIT, BUT
10:52:56AM THEY NEVER PAID THE FINES.

10:52:58AM SO IN THOSE CASES, THE FINE WILL STOP ACCRUING ONCE THEY
10:53:02AM HAVE MITIGATED AND COME INTO COMPLIANCE AND PAID.
10:53:06AM THE FINE WILL STOP ACCRUING.
10:53:08AM BUT THE ONES THAT ARE OPEN, THEY DIDN'T COME INTO
10:53:11AM COMPLIANCE, AND THEY DIDN'T PAY ANY FINES, AND THE FINES
10:53:13AM WILL CONTINUE TO ACCRUE.
10:53:16AM WE DON'T HAVE A LIMIT ON HOW MUCH WE LET THE FINES ACCRUE
10:53:20AM TO, SO THAT'S WHY SOME OF THESE HAVE REALLY HIGH FINES.
10:53:23AM BUT I WANTED TO KIND OF EXPLAIN, THE 187, AGAIN, OF THAT
10:53:29AM 187, THERE ARE 15 CASES THAT REALLY ARE OVER A HUNDRED
10:53:34AM THOUSAND EACH, THAT IF YOU ADD THEM UP, THE 15 CASES ALONE
10:53:38AM IS 4.5 MILLION OF THE TOTAL 5.8 MILLION.
10:53:42AM SO PUT THAT IN CONTEXT.
10:53:45AM ANOTHER THING THAT I THOUGHT WAS INTERESTING ABOUT THIS IS
10:53:49AM THAT SOMETIMES -- AGAIN, I'M KIND OF RAMBLING A LITTLE BIT,
10:53:56AM SOMETIMES THESE PEOPLE DON'T COME FORWARD UNTIL THEY HAVE
10:53:58AM SOLD THE PROPERTY, IF SOMEBODY IS DOING A TITLE SEARCH AND
10:54:01AM THEY FIND OUT THERE IS A LIEN AND THEY COME TO YOU AND WANT
10:54:04AM TO ELIMINATE THE LIEN, WE DON'T AGGRESSIVELY GO AFTER
10:54:07AM PEOPLE.
10:54:07AM A LOT OF THESE PROPERTIES ARE HOMESTEADED, SO YOU CAN'T
10:54:10AM REALLY, YOU'RE NOT GOING TO COLLECT MUCH.
10:54:12AM BUT OF THE 15 OVER A HUNDRED THOUSAND, NONE OF THESE ARE
10:54:15AM HOMESTEAD.
10:54:16AM SO INTERESTINGLY, THERE MAY BE AN OPPORTUNITY FOR ROB,

10:54:21AM DRUMMING UP A LITTLE MORE WORK FOR HIM -- HE'S NOT LOOKING
10:54:24AM -- MAY BE AN OPPORTUNITY WHERE WE CAN GO BACK AND LOOK AND
10:54:27AM SEE IF WE CAN GET SOME MOVEMENT ON THESE CASES.
10:54:32AM YEARS AGO WHEN BURT SAUNDERS WAS HERE, I THINK DEREK ROONEY
10:54:36AM WAS GOING TO DO THAT, AND THEY DIDN'T FOLLOW UP WITH THAT.
10:54:39AM THE CASES AGAIN HAVE CONTINUED TO ACCUMULATE.
10:54:42AM SO I THINK THERE IS A POTENTIAL OPTION TO LOOK AT THESE
10:54:45AM LARGER CASES AND SEE WHAT CAN BE DONE ABOUT THAT.
10:54:48AM STANLEY IS HERE BECAUSE I KNOW WHEN YOU LOOK AT THE
10:54:54AM SPREADSHEET, IT DOESN'T REALLY TELL YOU ANYTHING.
10:54:58AM [CELL PHONE]
10:55:00AM IS THAT MY PHONE?

10:55:01AM IT'S ON SILENT.
10:55:03AM I DON'T KNOW WHY IT'S RINGING.
10:55:04AM ANYWAY -- NOW I LOST MY WHOLE TRAIN OF THOUGHT.
10:55:10AM STANLEY HAS INFORMATION IF YOU WANT TO KNOW ANYTHING ABOUT
10:55:14AM ANY OF THESE INDIVIDUAL CASES BECAUSE THEY ARE KIND OF --
10:55:17AM YOU CAN'T REALLY TELL WHERE THEY ARE.
10:55:19AM YOU CAN'T TELL LIKE WHO THEY ARE, BUT SOME OF THESE LARGER
10:55:23AM CASES ARE LIKE LLCs.
10:55:25AM AND THEN THE VIOLATION IS LIKE A LOT MOWING VIOLATION.
10:55:30AM THEY NEVER TOOK CARE OF IT FOR YEARS.
10:55:33AM MAYBE THERE IS AN OPPORTUNITY FOR US TO CLEAN SOME OF THESE
10:55:35AM THINGS UP.
10:55:38AM >>Mayor Ribble: OF THE 15 LARGER CASES, SIX OF THEM ARE

10:55:41AM STILL OPEN.
10:55:41AM SO THEY ARE STILL ACCRUING FINES.
10:55:44AM MAYBE IF WE JUST FOCUS FIRST ON THOSE SIX WITH PERHAPS A
10:55:48AM LETTER FROM OUR ATTORNEY ADVISING THEM THAT THE FINES ARE
10:55:52AM STILL ACCRUING.
10:55:53AM MAYBE WE CAN AT LEAST GET THE PERMIT.
10:55:55AM SO YOU CAN CLOSE IT SO THE FINES DON'T ACCRUE.
10:56:01AM MAYBE THAT WOULD BE AN INCENTIVE FOR THEM TO COME IN AND GET
10:56:06AM THE PERMIT.
10:56:06AM >>Mary Gibbs: SOME OF THESE WE HAD TROUBLE IN THE PAST.
10:56:10AM THE FIRST ON THE LIST, AN LLC, WHEN STANLEY WENT TO FIND
10:56:14AM THEM, HE COULDN'T FIND THEM.
10:56:16AM SOME OF THEM WE DO KNOW WHO THE OWNERS ARE.
10:56:18AM WE HAVE SOME PEOPLE WHO HAVE DONE BUSINESS THAT OWN PROPERTY
10:56:21AM KIND OF COMMERCIAL BUILDINGS AND GOT LITTLE VIOLATIONS
10:56:25AM BECAUSE THEY DIDN'T GET A SIGN PERMIT OR SOMETHING AND THOSE
10:56:27AM THINGS HAVE ACCRUED.
10:56:29AM THEY HAVE SUBSEQUENTLY MOVED, BUT YOU'VE STILL GOT THIS, WE
10:56:32AM KNOW HOW TO FIND THEM.
10:56:35AM THAT MAY BE SOMETHING WORTH LOOKING INTO.
10:56:37AM AGAIN, I DON'T KNOW --
10:56:43AM >>Mayor Ribble: NOT GOING TO GET THEM TO PAY THE FINE BUT
10:56:46AM MAY GET THEM TO GET THE PERMIT AND CLOSE THAT PORTION.
10:56:51AM >>Mary Gibbs: WE HAVE ANOTHER CASE ON SHERRILL LANE, WHICH
10:56:54AM STANLEY ADVISED ME THAT WILL BE COMING BACK TO THE COUNCIL.

10:56:57AM THAT DOES HAVE A NEW OWNER.
10:56:58AM SO YOU'LL BE SEEING THAT PROBABLY IN A MONTH.
10:57:03AM >>Mayor Ribble: WHEN A PROPERTY IS SOLD AND THERE IS A LIEN,
10:57:06AM IS IT THE PREVIOUS OWNER OR THE NEW OWNER THAT TAKES
10:57:08AM RESPONSIBILITY?
10:57:11AM >>Robert Eschenfelder: THAT'S USUALLY WHERE WE GET PAID.
10:57:13AM HOW IT WORKS, AS YOU ALL KNOW IS, WHEN THE TRANSFER OCCURS,
10:57:17AM THERE HAS TO BE A TITLE SEARCH.

10:57:18AM A TITLE SEARCH, THAT'S WHERE THE LIEN HITS, AND WE GET THE
10:57:23AM PHONE CALL FROM THE TITLE COMPANY SAYING WE NEED TO CLEAR
10:57:25AM THIS LIEN IN ORDER FOR CLOSING TO OCCUR, AND THAT'S WHERE
10:57:28AM THEY COME FORWARD AND SAY, CAN WE MAKE A DEAL?
10:57:30AM A LOT OF OUR CLIENTS TAKE THE POSTURE OF, WE'LL JUST SIT
10:57:38AM THERE AND LET THIS LIEN SIT AND THERE'S GOING TO COME A TIME
10:57:42AM WHEN YOU WANT TO REFINANCE OR WHATEVER, AND YOU NEED TO
10:57:45AM CLEAR THAT LIEN, SO YOU'LL COME TO US.
10:57:49AM WE CAN TAKE THE MORE AGGRESSIVE APPROACH OF HAVING ME
10:57:54AM FORECLOSE LIENS -- WE CAN'T FORECLOSE LIENS ON HOMESTEAD
10:57:58AM PROPERTY, BUT ON NON-HOMESTEAD PROPERTY WE CAN.
10:58:00AM THAT DRIVES -- OR THAT DOESN'T NECESSARILY DRIVE COMPLIANCE
10:58:07AM OR NONCOMPLIANCE AS MUCH AS IT DOES COLLECTING THE MONEY AND
10:58:12AM CLOSING OUT THE CASE.
10:58:13AM BUT IT'S A PROCESS.
10:58:20AM SO WHEN WE FORECLOSE, WE FILE FORECLOSURE ACTION, THE BANKS
10:58:24AM ARE GOING TO BE IN LINE AS WELL.

10:58:26AM SO IF OUR LIEN IS NOT SUPERIOR TO THE BANK'S LIEN, WE MAY BE
10:58:31AM INITIATING A FORECLOSURE ACTION IN WHICH WE GET NO MONEY
10:58:35AM BECAUSE THE BANK WILL BE PAID FIRST, IF THEIR LOAN IS
10:58:38AM PRIORITY.
10:58:38AM I'VE HAD THAT OCCUR SOMETIMES.
10:58:40AM SO WHAT OUR OFFICE DOES WHEN ASKED TO FORECLOSE, IS WE'LL DO
10:58:45AM SOME INVESTIGATION ON WHETHER OTHER LIENS ARE OUT THERE ON
10:58:50AM THE PROPERTY AND REALLY ONLY RECOMMEND SPENDING THE MONEY TO
10:58:53AM FILE FORECLOSURE ON THE LIEN IF THERE AREN'T SUPERIOR LIENS
10:58:58AM AHEAD OF US.
10:58:59AM OTHERWISE IT MAKES NO SENSE FOR US TO DO THAT.
10:59:03AM >>Jim Ward: ROB, YOU JUST TOUCHED ON IT.
10:59:05AM THE DIFFERENCE BETWEEN A HOMESTEADED PROPERTY AND PROPERTY
10:59:08AM THAT'S NOT IS THE ABILITY TO DO A LIEN?
10:59:12AM >>Robert Eschenfelder: NOT THE ABILITY TO DO THE LIEN.
10:59:13AM THE ABILITY TO FORECLOSE ON THE LIEN.
10:59:16AM WE COULD STILL HAVE A LIEN ON A HOMESTEADED PROPERTY, BUT WE
10:59:19AM HAVE TO WAIT FOR THAT HOMESTEAD OWNER TO TRY TO REFINANCE OR
10:59:23AM WHATEVER AND HAVE A MOTIVE TO GET THAT LIEN CLEARED.
10:59:27AM BUT WE CAN'T FORECLOSE ON IT.
10:59:31AM >>Jim Ward: QUESTION FOR MARY, PLEASE.
10:59:33AM ON THESE LARGER CASES DO -- CAN YOU TELL US WHAT THE
10:59:38AM VIOLATION IS THAT ACCOMPANIES THE LIEN OR THE IMPOSEMENT OF
10:59:45AM FINES?
10:59:46AM >>Mary Gibbs: STANLEY HAS A LIST THAT HAS WHAT EACH ONE IS

10:59:51AM OF THE YELLOW ONES.
10:59:53AM >>Jim Ward: WHAT STRIKES ME IS IT DEPENDS WHAT THE VIOLATION
10:59:56AM IS.
10:59:56AM IF SOMEONE IS LIVING WITH A VIOLATION FOR TEN YEARS, WHICH

11:00:01AM GOES BACK TO 2015 HERE, IT JUST STRIKES ME THAT THEY GET THE
11:00:07AM BENEFIT OF HAVING THE ABILITY TO LIVE WITH THAT LIEN AND
11:00:12AM WHATEVER THE ENCROACHMENT, WHATEVER THE VIOLATION IS, THEY
11:00:14AM JUST HAVEN'T FIXED IT FOR TEN YEARS, AND THEN ALL OF A
11:00:19AM SUDDEN THEY COME AT THE END OF TEN YEARS AND TRY TO RESOLVE
11:00:23AM IT AND WE END UP CUTTING THE FINE SUBSTANTIALLY.
11:00:30AM >>Mary Gibbs: I THINK A LOT OF THEM ARE LIKE SMALL THINGS,
11:00:31AM NOT LIKE LIFE-SAFETY ISSUES.
11:00:32AM LOT MOWING, SIGNS WITH NO PERMITS, THINGS LIKE THAT.
11:00:39AM >>Jeff Hunt: TO JIM'S POINT, I THINK THE CATEGORIZATION OF
11:00:40AM WHAT THESE ARE, APPRECIATE THE LIST.
11:00:43AM THAT'S WHAT WE HAD ASKED FOR.
11:00:44AM I WOULD SURE LIKE TO KNOW, ARE THESE MONSTROUS VIOLATIONS,
11:00:45AM SAFETY VIOLATIONS, OR SOMEONE DIDN'T MOW THEIR LAWN.
11:00:50AM >>Mary Gibbs: WE CAN SEND YOU THAT LIST.
11:00:54AM >>Jim Ward: THE INTERESTING THING YOU JUST SAID IS THAT
11:00:55AM USUALLY THEY ARE SMALL ITEMS, SMALL CASES.
11:00:57AM THAT TRIGGERS MY QUESTION AS TO HOW DO WE GET TO A $500,000
11:01:02AM FINE ON SOMETHING THAT'S DE MINIMIS?
11:01:06AM >>Mary Gibbs: BECAUSE THEY DIDN'T PAY IT AND IT ACCUMULATES
11:01:08AM FOR YEARS AND YEARS.

11:01:09AM >>Jim Ward: IS THE FINE COMMENSURATE WITH THE VIOLATION?
11:01:13AM >>Mary Gibbs: IT MIGHT HAVE BEEN AT THE TIME.
11:01:16AM >>Robert Eschenfelder: SO THE STATUTE REQUIRES AND YOUR CODE
11:01:19AM REQUIRES THE MAGISTRATE TO CONSIDER THREE FACTORS WHEN
11:01:22AM DECIDING WHAT THE DAILY FINE IS.
11:01:24AM OF COURSE, THE STATUTE HAS A CAP ON THE DAILY FINE FOR
11:01:29AM ORIGINAL VIOLATORS.
11:01:30AM IF YOU ARE A REPEAT VIOLATOR, THAT DAILY FINE CAN BE AS HIGH
11:01:33AM AS 500.
11:01:34AM BUT THE MAGISTRATE HAS -- CONSIDERS THREE FACTORS, INCLUDING
11:01:41AM WHAT EFFORTS DID YOU MAKE TO REMEDY IT, HAVE YOU DONE THIS
11:01:44AM BEFORE, THAT KIND OF THING, AND ANNOUNCES WHEN HE ANNOUNCES
11:01:51AM HIS ORDER THAT HE HAS CONSIDERED THOSE THREE FACTORS.
11:01:54AM SO NOT EVERYTHING IS THE HIGHEST DOLLAR AMOUNT.
11:01:57AM SOMETIMES IT IS A HUNDRED DOLLARS.
11:01:58AM SOMETIMES IT'S 150.
11:01:59AM SOMETIMES IT'S 200.
11:02:01AM IT JUST DEPENDS ON WHAT THE MAGISTRATE HEARS AND WHAT STAFF
11:02:05AM ASKS FOR AND RECOMMENDS.
11:02:06AM THE ISSUE COMES IN IN TERMS OF THE LARGE AMOUNT OF THE LIEN,
11:02:11AM IS THAT IT IS A DAILY FINE.
11:02:13AM SO EVERY DAY YOU DON'T COMPLY AFTER THE DATE THE MAGISTRATE
11:02:18AM HAS SET FOR YOU TO COMPLY, AND REMEMBER, THIS IS SORT OF A
11:02:22AM TWO-STEP PROCESS.
11:02:25AM THE CODE OFFICER FIRST SAYS, I'M GIVING YOU UNTIL THIS DATE

11:02:28AM TO COMPLY.
11:02:29AM IF YOU COMPLY, WE'RE ALL GOOD.
11:02:31AM SO THEN THAT DATE COMES, AND IF COMPLIANCE DOESN'T OCCUR,
11:02:36AM THEN THE CODE OFFICER SETS IT FOR THE MAGISTRATE.
11:02:39AM AND THEN THE MAGISTRATE HAS A HEARING, AND THE MAGISTRATE
11:02:42AM SAYS, LOOK, I'M FINDING YOU IN VIOLATION AND I'M GIVING YOU
11:02:46AM UNTIL THIS DATE TO COME INTO COMPLIANCE.
11:02:49AM IF YOU COME INTO COMPLIANCE, WE'RE STILL ALL GOOD, BUT
11:02:53AM YOU'LL HAVE TO PAY THE COST OF INVESTIGATION, WHICH IS LIKE
11:02:56AM TWO, THREE HUNDRED DOLLARS USUALLY.
11:02:58AM AND IT'S ONLY AFTER THEY STILL DON'T COME INTO COMPLIANCE
11:03:01AM AFTER THAT MAGISTRATE FIRST ORDER THAT THE MAGISTRATE
11:03:04AM IMPOSES THE DAILY FINE, AND IT STARTS TICKING AND MANAGER
11:03:10AM KNIGHT FILES THAT IN THE CLERK OF THE COURT AND IT BECOMES A
11:03:13AM LIEN.
11:03:14AM ONE OF THE DIFFICULTIES THAT I HAVE WHEN YOU HAVE THESE
11:03:18AM CASES THAT ARE YEARS OLD, IF IT IS A MINOR ISSUE, IS TO SAY
11:03:24AM -- THE OWNER WILL COME IN AND SAY, I MOWED THAT GRASS LONG
11:03:28AM AGO.
11:03:30AM AND UNDER THE STATUTE, ONCE COMPLIANCE IS ACHIEVED, THE
11:03:35AM DAILY FINE MUST STOP.
11:03:37AM THEN IT BECOMES A FIGHT OF MR. KNIGHT WILL SAY, I DIDN'T
11:03:40AM KNOW YOU COMPLIED, AND THE OWNER WILL SAY, BUT I DID COMPLY,
11:03:45AM AND HERE IS MY AFFIDAVIT THAT I MOWED MY LAWN IN 2019 OR
11:03:50AM WHATEVER.

11:03:51AM NOW WE'RE IN COURT FIGHTING OVER ON WHAT DAY DID THE DAILY
11:03:54AM FINE STOP.
11:03:55AM SO WE THINK THAT SOME OF THESE, THAT YOU SEE ON THE LIST, OF
11:04:00AM 200, 300 THOUSAND DOLLAR LIENS.
11:04:04AM IF THEY FIGHT THAT ISSUE OF COMPLIANCE OCCURRED LONG AGO,
11:04:08AM THEY MAY NOT BE THAT HIGH.
11:04:09AM JUST KEEP THAT IN MIND AS WELL.
11:04:11AM IF IT'S SOMETHING LIKE I DID UNPERMITTED CONSTRUCTION ON MY
11:04:15AM HOUSE AND SHOULD HAVE GOTTEN BUILDING PERMIT, THAT'S PRETTY
11:04:19AM CLEAR, BECAUSE WE CAN TELL, DID YOU COME IN AND GET A
11:04:22AM BUILDING PERMIT OR NOT.
11:04:23AM BUT FOR SOME OF THE OTHER PROPERTY MAINTENANCE TYPE OF
11:04:27AM ISSUES, LIKE MOWING YOUR LAWN OR WHATNOT, IT COULD BECOME A
11:04:31AM FACTUAL ISSUE OF WHEN DID COMPLIANCE OCCUR.
11:04:33AM I KNOW THAT MANAGER KNIGHT DOES ATTEMPT TO GO OUT AND PAY
11:04:37AM ATTENTION TO SEE IF COMPLIANCE HAS OCCURRED, BUT WE HAVE
11:04:41AM LIMITED STAFF, SO HE CAN'T GO AND ALWAYS BE HUNTING DOWN OLD
11:04:46AM CASES TO SEE DID IT OCCUR DID IT NOT OCCUR?
11:04:50AM THOSE ARE ADDITIONAL DYNAMICS.
11:04:54AM >>Jim Ward: TO THAT POINT, DOES THE CODE COMPLIANCE OFFICER
11:04:58AM GO OUT AND REVISIT WITH THESE INDIVIDUALS, PARTICULARLY THE
11:05:00AM ONES THAT ARE OLDER AND LARGER DOLLAR AMOUNTS, DO WE HAVE A

11:05:04AM SCHEDULE?
11:05:05AM DO WE HAVE A PROCESS BY WHICH HE GOES OUT AND REGULARLY
11:05:08AM VISITS?

11:05:11AM >>Robert Eschenfelder: DO YOU WANT TO ADDRESS THAT, MR.
11:05:13AM KNIGHT?
11:05:16AM >>Stanley Knight: SURE.
11:05:18AM IF YOU LOOK ON YOUR SPREADSHEET, THE VERY FIRST ONE IS
11:05:25AM CLARINET, LLC.
11:05:26AM I VISIT THAT PROPERTY TWICE A WEEK.
11:05:28AM IT'S ON SHERRILL LANE.
11:05:30AM WHICH I'M ON SHERRILL LANE OFTEN.
11:05:32AM THE GRASS THERE NOW IS TEN FOOT TALL.
11:05:35AM A LOT OF THE GRASS IS TREES.
11:05:37AM THEY ARE AN LLC.
11:05:40AM THEY DON'T CARE.
11:05:40AM MR. AND MRS. VASQUEZ, SECOND ONE DOWN, ALSO ON SHERRILL
11:05:44AM LANE.
11:05:45AM THEY HAD A HOME OCCUPATION AND STORING COMMERCIAL VEHICLES
11:05:48AM ON THEIR PROPERTY.
11:05:49AM HOME OCCUPATIONS ARE ALLOWED BUT YOU CAN HAVE NO EVIDENCE OF
11:05:51AM THE HOME OCCUPATION.
11:05:52AM IT TOOK HIM A VERY LONG TIME TO COMPLY TO GET RID OF ALL HIS
11:05:56AM VEHICLES.
11:05:57AM HIS EMPLOYEES WERE REPORTING TO WORK THERE, WHICH HE CANNOT
11:06:00AM DO.
11:06:00AM THAT ONE WENT TO MAGISTRATE.
11:06:02AM IT IS COMPLIED BUT HE STILL HAS FINES.
11:06:05AM IF YOU GO DOWN TO THE THIRD ONE, MR. ROMALDI, THAT IS A

11:06:09AM PIECE OF PROPERTY THAT RESTS BETWEEN NORTHWEST COURT AND
11:06:12AM TRAILSIDE DRIVE, RIGHT BEHIND GREENWAY.
11:06:15AM THIS IS FROM HURRICANE IRMA.
11:06:17AM HE HAD SEVERAL TREES -- I BELIEVE A TORNADO CAME THROUGH
11:06:20AM THAT SECTION, AND THE TREES CAME OUT ONTO TRAIL SIDE, ON TO
11:06:28AM THE SIDE ROAD, ON TO NORTHWEST COURT.
11:06:30AM I SENT HIM A COURTESY NOTICE RIGHT AWAY, I THINK WITHIN TWO
11:06:34AM WEEKS AFTER THE HURRICANE, THAT THESE TREES NEEDED TO BE
11:06:37AM REMOVED.
11:06:38AM DID NOT.
11:06:38AM IT TOOK HIM A VERY LONG TIME TO COME INTO COMPLIANCE WITH
11:06:41AM THAT.
11:06:42AM THAT'S WHY THE FINES ARE FOR THIS ONE.
11:06:46AM THERE ARE ADJUSTMENTS ON THE FINES.
11:06:48AM WHEN WE FIRST STARTED THIS TEN YEARS AGO, EVERYTHING WAS
11:06:51AM FLAT OUT AT $250, EVERY FINE WAS.
11:06:55AM IT ADJUSTED AS TIME WENT BY.
11:06:57AM NEW CITY, NEW COUNCIL MEMBERS, NONE OF YOU WERE THERE.

11:07:01AM I THINK THE ONLY PEOPLE THERE WERE HER AND I.
11:07:05AM SOME OF THESE ARE VERY MINOR.
11:07:06AM IF YOU LOOK AT THE NEXT PAGE, MICHAEL J. CONNORS, MR.
11:07:09AM CONNORS HAS SINCE PASSED.
11:07:12AM HIS GRANDSON LIVES IN CALIFORNIA, HIS ONLY LIVING HEIR, AND
11:07:18AM HE CAME HERE AFTER GRANDPA PASSED AND COME ACROSS THIS FENCE
11:07:23AM PERMIT.

11:07:24AM $588,000 FOR PUTTING UP A FENCE WITHOUT A PERMIT.
11:07:28AM SINCE THAT TIME, MR. CONNORS GRANDSON, HIS NAME IS RYAN,
11:07:32AM FLEW DOWN HERE, GOT THE PERMIT, GOT THE FENCE TAKEN CARE OF.
11:07:37AM THE FINES HAVE STOPPED, BUT IT'S STILL UP TO $588,000
11:07:41AM BECAUSE MR. CONNORS HAD PASSED AWAY AND NOBODY HAD DONE
11:07:44AM ANYTHING WITH IT.
11:07:45AM THE FENCE WAS PUT UP BY ONE OF HIS TENANTS.
11:07:48AM VERY MINOR ISSUE.
11:07:49AM THEN YOU GO ON TO THE FOURTH PAGE, CHARLES STUDIO.
11:07:57AM ON THIS PAGE AS WE GO DOWN, THESE ARE ISSUES WITH --
11:08:02AM MAJORITY OF THESE ARE COMMERCIAL.
11:08:04AM SRG UNIVERSITIES, HIGHLANDS, UNIVERSITY GRAND, THESE ARE
11:08:09AM STRIP MALLS OR CENTERS THAT WERE BUILT AND INITIAL
11:08:16AM BUSINESSES THAT WERE PUT, IN STARBUCKS, NAIL SALONS,
11:08:19AM T-MOBILE.
11:08:21AM YOU'LL SEE SOME OF THESE FOR SRG ESTERO -- UNIVERSITY
11:08:26AM HIGHLANDS AND ESTERO GRANDE ARE SIGN PERMITS.
11:08:30AM A WALL SIGN PUT UP OUT FRONT WITH NO PERMITS.
11:08:36AM THIS WENT TO THE PROPERTY OWNER.
11:08:38AM WENT TO THE OCCUPANT AT THE NAIL BAR, AND THIS CONTINUED
11:08:43AM BACK AND FORTH AND NOTHING HAPPENED.
11:08:44AM WE DID TAKE TO HEARING.
11:08:47AM THEY WERE CITED $200 A DAY.
11:08:50AM THESE ARE HUGE WALL SIGNS, WITHOUT PERMITS.
11:08:53AM AND THEY STILL HAVE NO PERMITS AND THE SIGNS ARE THERE AND

11:08:56AM STILL ACCRUING ON A DAILY BASIS.
11:08:58AM YES, THESE SITES ARE VISITED OFTEN, NOT ALL OF THEM, BUT A
11:09:02AM LOT OF THESE THAT I SEE, THEY ARE IN PLAIN VIEW BECAUSE I
11:09:05AM HAVE TO SEE THEM IN PLAIN VIEW.
11:09:07AM ROADS THAT I TRAVEL OFTEN, I SEE OFTEN.
11:09:10AM THE ONE DOWN, PICKARD IS THE LAST NAME.
11:09:16AM NEXT TO THE LAST PAGE.
11:09:17AM THIS IS A HOUSE IN STONEYBROOK THAT IS VACANT WITH A BLACK
11:09:24AM STAGNANT POOL IN THE BACK.
11:09:26AM THE HOA HAS TRIED TO CLEAN THIS.
11:09:28AM THEY CANNOT KEEP IT CLEAN.
11:09:29AM IT HAS SINCE BEEN FORECLOSED AND NOW THE BANK IS A LISTED
11:09:33AM OWNER, NOT PICKARD.
11:09:35AM THE BANK HAS BEEN NOTIFIED BY ME RECENTLY WITH A LETTER AND

11:09:41AM WITH THE FINES.
11:09:43AM I'VE HEARD NOTHING FROM THEM.
11:09:45AM SO MAJORITY OF THESE, YES, I DO SEE ON A DAILY BASIS WHEN
11:09:50AM I'M OUT IN THAT NEIGHBORHOOD.
11:09:52AM IF I'M IN THE NEIGHBORHOOD, I ALWAYS LOOK.
11:09:56AM >>Robert Eschenfelder: PROCEDURALLY, IF YOU GUYS SO DIRECT,
11:10:00AM WE CAN START FORECLOSING ON SOME OF THESE, BUT I JUST WANT
11:10:04AM TO YOU UNDERSTAND HOW THE PROCESS WORKS.
11:10:07AM MY FIRM HAS DONE A LOT OF THESE FOR SOME OF THE LARGER CITY
11:10:10AM CLIENTS WHO ARE AGGRESSIVE.
11:10:11AM YOU FILE A FORECLOSURE ACTION.

11:10:14AM THERE WILL COME A POINT WHERE THE CLERK OF COURT WILL THEN
11:10:17AM HAVE AN AUCTION ON THE COURTHOUSE STEPS, WHICH NOW THOSE
11:10:21AM AUCTIONS OCCUR ONLINE, BUT STILL, AND YOU HAVE TO GO AND
11:10:26AM USUALLY THE LOCAL GOVERNMENT GOES AND BIDS THE AMOUNT OF ITS
11:10:31AM FINE BECAUSE THAT'S WHAT WE HAVE INTO IT.
11:10:34AM AND SO -- AND IF WE WIN, WE PAY OURSELVES, SO WE'RE NOT
11:10:40AM SPENDING ANY MONEY, BUT WE'RE PUTTING IN THE BID TO THE
11:10:43AM AMOUNT OF OUR FINE.
11:10:45AM AND IF WE WIN, THEN WE BECOME THE PROUD OWNER OF REAL ESTATE
11:10:51AM THAT HAS A DIRTY POOL OR WHATEVER IN IT.
11:10:54AM THAT'S HOW THIS WORKS.
11:10:56AM WE WOULD THEN HAVE TO SELL THAT PROPERTY ON THE MARKET AND
11:11:00AM PRESUMABLY SOMEHOW FIGURE OUT A WAY TO GET IT CLEANED UP OR
11:11:03AM PRICE IT AT SUCH A POINT WHERE THE BUYER WOULD.
11:11:07AM SO JUST UNDERSTAND, FORECLOSING A CODE LIEN CAN RESULT IN US
11:11:11AM OWNING A PROPERTY THAT WE DON'T HAVE ANY DESIRE TO OWN,
11:11:16AM WHICH IS WHY A LOT OF OUR CLIENTS SIT AROUND AND WAIT FOR
11:11:20AM SOMEBODY TO WANT TO CLEAR THE TITLE TO DO A TRANSACTION AND
11:11:26AM THEN WE CAN CUT A DEAL AND GET PAID.
11:11:30AM >>Jim Ward: ARE YOU SAYING THAT MANY OF THESE OR MOST OF
11:11:33AM THESE HAVE OTHER OUTSTANDING LIENS AGAINST THEM FROM ANOTHER
11:11:36AM MUNICIPALITY OR SOME TYPE OF --
11:11:40AM >>Robert Eschenfelder: WELL, NO, I'M NOT SAYING THAT.
11:11:42AM IT COULD BE THE CASE.
11:11:43AM ANYTIME THAT YOU GUYS WANT A PROPERTY FORECLOSED, AS I SAID

11:11:48AM EARLIER, MY FIRM WILL GO AND PULL THE LIENS AND SEE WHAT'S
11:11:53AM OUT THERE.
11:11:53AM BECAUSE IF IT DOESN'T MAKE SENSE TO FORECLOSE IT BECAUSE
11:11:56AM THERE IS A SUPERIOR MORTGAGE THAT WILL WIPE US OUT, WE'RE
11:12:00AM NOT -- WHY WOULD WE SPEND THE MONEY TO DO THAT?
11:12:03AM THE BANK IS JUST GOING TO COME IN AND GET ANY MONEY THAT
11:12:06AM COMES OF IT.
11:12:08AM >>Jim Ward: I GUESS WHAT I'M TRYING TO UNDERSTAND IN SOME
11:12:10AM RESPECTS, IF STANLEY COMES TO ME AND SAYS, YOU HAVE AN
11:12:13AM OUTSTANDING LIEN WITH THE VILLAGE AT $500,000, THAT'S GOING

11:12:17AM TO GET MY ATTENTION, UNLESS I RECOGNIZE THAT I'M NEVER GOING
11:12:21AM TO PAY THAT LIEN.
11:12:22AM IT'S JUST NOT GOING TO HAPPEN.
11:12:26AM THE VILLAGE WILL CUT IT DOWN TO $5,000 OR $10,000.
11:12:30AM BUT SOMEHOW, IF STANLEY CAME TO ME AND SAID, YOU HAVE A
11:12:36AM LIEN, THAT WOULD SEEMINGLY GET MY ATTENTION, UNLESS I KNEW
11:12:41AM OTHERWISE FOR SOME REASON IT WAS NEVER GOING TO BE ENFORCED.
11:12:44AM >>Robert Eschenfelder: WELL, IN MY EXPERIENCE, TWO DIFFERENT
11:12:47AM THINGS.
11:12:47AM ONE, THE OWNER IS JUST SIMPLY OBLIVIOUS THAT THIS IS REALLY
11:12:52AM A REALLY SERIOUS LEGAL LIEN THAT IS ON YOUR PROPERTY.
11:12:56AM SOME PEOPLE DON'T UNDERSTAND CODE LIENS.
11:12:58AM THERE IS ANOTHER SUBSET, TOO, THIS SON OF THE GENTLEMAN WHO
11:13:03AM PASSED AWAY IS A COMMON THING THAT WE SEE WHERE THEY MAY
11:13:09AM HAVE INHERITED THE PROPERTY, BUT THEY HAVE NO DESIRE TO OWN

11:13:12AM THE PROPERTY.
11:13:13AM THEY COULD CARE LESS IF THEY LOSE THE PROPERTY.
11:13:15AM THEY ARE LIVING IN CALIFORNIA.
11:13:16AM THEY KNOW IT'S NOT WORTH ANYTHING.
11:13:19AM SO WHATEVER IS HAPPENING OVER THERE IN FLORIDA WITH WHOEVER
11:13:23AM HAS GOT LIENS ON IT, THEY DON'T CARE, BECAUSE THEY NEVER
11:13:28AM INTENDED TO TAKE THE PROPERTY OVER ANYWAY.
11:13:30AM AGAIN, IT JUST COMES DOWN TO WITH THE RESOURCES THAT WE
11:13:35AM HAVE, WHAT DO YOU WANT US TO DO IF OTHER THAN -- DO WHAT
11:13:41AM WE'VE BEEN DOING WHICH IS TO HANG OUT AND WAIT FOR A LIEN TO
11:13:44AM POP AND THEN THEY COME INTO US AND SAY WE WOULD LIKE TO CUT
11:13:48AM A DEAL AND THEN YOU GUYS DECIDE WHAT THAT DEAL WOULD BE.
11:13:52AM MY OFFICE WILL BE HAPPY TO START FORECLOSING, PICKING THE
11:13:56AM RIGHT CASES, WE JUST NEED THAT DIRECTION FROM YOU.
11:14:01AM >>Vice-Mayor Zalucki: I DON'T THINK THIS COUNCIL IS IN THE
11:14:03AM POSITION OF LOOKING TO CAPTURE MONEY.
11:14:06AM I DON'T THINK THAT'S OUR PURPOSE HERE.
11:14:07AM IT'S NOT CAPTURING $500,000 FINES.
11:14:10AM IT'S TO GET COMPLIANCE.
11:14:11AM I THINK WE TALKED ABOUT THIS BEFORE.
11:14:13AM SO HOW DO WE GET FOLKS TO COMPLY?
11:14:16AM ESPECIALLY WHEN THEY ARE EDUCATED.
11:14:19AM ROB, I'M ASSUMING EVERYTHING HIGHLIGHTED OVER A HUNDRED
11:14:21AM THOUSAND DOLLARS HAS BEEN TO A MAGISTRATE.
11:14:24AM I'M ASSUMING THAT ON BEHALF OF THE VILLAGE AND BEHALF OF THE

11:14:27AM PARTY THAT OWNS THE PROPERTY, THEY WERE BOTH PRESENT.
11:14:30AM THEY GOT THE MAGISTRATE'S ORDER, CORRECT?
11:14:33AM >>Robert Eschenfelder: THAT IS NOT A GOOD ASSUMPTION.
11:14:35AM MORE OFTEN THAN NOT, THEY DON'T SHOW UP.
11:14:38AM >>Vice-Mayor Zalucki: SO THEY DON'T SHOW UP.
11:14:39AM THAT'S GREAT INFORMATION TO HAVE.

11:14:41AM I GUESS OUR QUESTION -- I THINK THIS IS WHERE JIM IS
11:14:43AM LEADING -- IS WHAT DO WE DO WHEN IT FINALLY COMES TO US?
11:14:46AM LIKE THE PROPERTY ON SHERRILL, IT'S GOING TO BE COMING, AS
11:14:49AM MARY INDICATED, WHAT ARE WE GOING TO DO WITH A $209,000
11:14:53AM FINE?
11:14:53AM WHAT IS THAT DEBATE GOING TO LOOK LIKE AND WHAT IS THE
11:14:56AM OUTCOME AND WHAT IS THE PRECEDENCE WE'LL BE SETTING MOVING
11:14:59AM FORWARD?
11:14:59AM ROB, I AGREE WITH YOU IN THAT I DON'T THINK WE SHOULD BE
11:15:02AM CHASING DOWN FORECLOSING ON PROPERTIES BECAUSE I THINK THAT
11:15:05AM IS A BIGGER MESS FOR THE VILLAGE TO TAKE ON.
11:15:07AM I DON'T THINK WE WANT TO BECOME INDEPENDENT PARCEL OWNERS
11:15:10AM AND THEN IF WE'RE LUCKY, WE SELL IT FOR WHAT WE HAVE INTO
11:15:13AM IT.
11:15:14AM ANOTHER BIG QUESTION RIGHT THERE.
11:15:16AM I THINK OUR POSTURE IN SITTING BACK AND SEEING HOW THINGS
11:15:18AM UNFOLD WHEN THEY FINALLY COME TO THE TABLE, BECAUSE IT'S IN
11:15:21AM THEIR BEST INTEREST TO DO SO AT SOME POINT IN TIME, I THINK
11:15:25AM THE BIGGEST QUESTION IS, WHAT ARE WE GOING TO DO WITH THAT

11:15:28AM INFORMATION ONCE WE'RE PRESENTED WITH IT AND WHAT KIND OF
11:15:31AM ACTION ARE WE GOING TO TAKE?
11:15:33AM ANY GUIDANCE IN THAT REALM I THINK WOULD BE BENEFICIAL.
11:15:38AM >>Robert Eschenfelder: SO THIS DISCUSSION OF SETTING
11:15:40AM PRECEDENT AND SO FORTH, IT OCCURS IN ALMOST EVERY GOVERNING
11:15:43AM BOARD THAT I EVER ADVISED.
11:15:45AM MY RESPONSE IS PRETTY MUCH ALL THE SAME.
11:15:47AM YOU REALLY SHOULDN'T WORRY SO MUCH ABOUT SETTING A PRECEDENT
11:15:51AM BECAUSE EACH CASE IS UNIQUE ON ITS OWN FACTS.
11:15:55AM LIKE YOU HAD THE FELLOW WHO CAME IN HERE REPRESENTING THE
11:15:58AM OIL COMPANY, REMEMBER WITH THE GAS STATION, THE DIRTY SIGN,
11:16:03AM THAT IS A UNIQUE SET OF FACTS.
11:16:04AM THEY DID WHAT THEY DID, ALL THAT KIND OF STUFF.
11:16:06AM SO YOU TAKE EACH CASE AS IT COMES TO IT.
11:16:09AM I GENERALLY TEND TO FEEL THAT A GOVERNING BOARD, IF YOU HAVE
11:16:14AM A NEW OWNER, AN INNOCENT OWNER, SO TO SPEAK, WHO DIDN'T DO
11:16:19AM THE VIOLATION, WHO DIDN'T SIT AROUND AND LET THE FINE
11:16:22AM ACCUMULATE, BUT WHO IS NOW BUYING PROPERTY AND COMING IN
11:16:27AM SAYING I WILL MAKE THIS ALL RIGHT.
11:16:29AM THAT POOL WILL BE DEMOLISHED, WHATEVER, WHATEVER.
11:16:32AM USUALLY YOU HAVE MORE MERCY UPON THEM BECAUSE THEY ARE GOING
11:16:34AM TO BE SPENDING THEIR MONEY TO COME INTO COMPLIANCE, AND YOU
11:16:37AM GIVE THEM A BETTER DEAL.
11:16:38AM IF A PERSON COMES IN AND THEY ARE JUST LOOKING TO REFINANCE
11:16:42AM OR FLIP OR WHATEVER, AND THEY HAVEN'T DONE ANYTHING TO FIX

11:16:44AM THE ISSUES, AND THEY HAVE INTENTIONALLY IGNORED MR. KNIGHT
11:16:48AM AND SO FORTH, THEN I DON'T KNOW WHY YOU WOULD SHOW THEM VERY

11:16:52AM MUCH MERCY TO CLEAR THAT LIEN.
11:16:54AM BUT EACH CASE IS GOING TO BE ON ITS OWN MERITS.
11:16:57AM AND THE LAW IS VERY MUCH IN YOUR ALL'S FAVOR THAT IT IS IN
11:17:01AM YOUR DISCRETION.
11:17:02AM YOU DON'T HAVE TO COMPROMISE AT ALL ON THE LIEN IF YOU DON'T
11:17:05AM WANT TO.
11:17:06AM MY FIRM HAS LITIGATED EVEN THE ISSUE, PEOPLE HAVE COME
11:17:10AM FORWARD AND SAID ONE OF OUR CASES HAD GONE TO $800,000.
11:17:15AM ON A VERY MINOR FINE.
11:17:16AM AND THEY WENT TO FEDERAL COURT AND SAID THIS IS CRUEL AND
11:17:20AM UNUSUAL PUNISHMENT UNDER THE FEDERAL CONSTITUTION.
11:17:23AM WE WON THAT CASE, BECAUSE THE COURT SAID, NO, IT'S NOT.
11:17:26AM THE PUNISHMENT WAS HUNDRED DOLLARS A DAY.
11:17:29AM ALL YOU HAD TO DO TO STOP THAT HUNDRED DOLLARS WAS TO COME
11:17:32AM INTO COMPLIANCE.
11:17:33AM YOU CHOSE TO LET IT GET TO $800,000.
11:17:36AM SO LEGALLY SPEAKING, YOU ALL ARE SOUND WHATEVER YOU DO.
11:17:39AM WHEN YOU ASKED THE QUESTION, HOW DO WE COME INTO COMPLIANCE
11:17:44AM IF THE BIG LIEN ISN'T GOING TO MOTIVATE THEM, UNDER THE CODE
11:17:49AM ENFORCEMENT CHAPTER THAT YOU ALL ADOPTED A COUPLE OF YEARS
11:17:53AM AGO ON MY ADVICE HAS AN ARTICLE 3 WHICH IS CIVIL ACTION.
11:18:01AM SO IF MR. KNIGHT COMES FORWARD AND SAYS, HERE IS A CASE, AND
11:18:05AM I THINK I HEARD YOU SAY SIGN CODE VIOLATION WAS ONE OF THE

11:18:09AM CASES, SO THAT'S A BUSINESS.
11:18:12AM IT HAS DONE SOMETHING IN VIOLATION OF THE SIGN CODE.
11:18:15AM IT'S NOT RESPONDING TO THE DAILY FINES.
11:18:17AM YOU AUTHORIZED ME TO GO INTO CIVIL COURT.
11:18:20AM NOW WE'LL HAVE TO PAY THE FILING FEE AND EVERYTHING, BUT IF
11:18:23AM YOU WANT COMPLIANCE, THE CIVIL COURT, A CIRCUIT COURT JUDGE,
11:18:28AM ALWAYS HAS AUTHORITY UNDER A DECLARATORY JUDGMENT ACTION TO
11:18:31AM DECLARE THEM IN VIOLATION AND TO ORDER THEM TO COME INTO
11:18:34AM COMPLIANCE, WHATEVER THAT COMPLIANCE LOOKS LIKE, WITHIN A
11:18:37AM CERTAIN NUMBER OF DAYS OR THEY WILL BE IN CONTEMPT OF COURT.
11:18:40AM THAT MEANS THEY MAY GO SIT IN JAIL UNTIL THEY COME INTO
11:18:44AM COMPLIANCE.
11:18:44AM SO THAT'S ANOTHER REMEDY THAT WE HAVE ON TOP OF THE LIENS.
11:18:52AM >>Vice-Mayor Zalucki: COULD I ASK FOR ONE MORE COMMENT,
11:18:54AM MAYOR?
11:18:54AM I THINK ADDING THE VIOLATION COLUMN ON HERE, AND I KNOW THIS
11:18:58AM IS A VERY TOUGH SPREADSHEET TO READ IN ITS CURRENT FORM, BUT
11:19:02AM PERHAPS IF WE COULD ADD THE PROPERTY ADDRESS THAT IT RELATES
11:19:04AM TO IN THE VILLAGE OF ESTERO, THAT WOULD BE HELPFUL, BECAUSE
11:19:07AM IT'S JUST THE OWNER'S ADDRESS.
11:19:10AM IT IS NOT THE ACTUAL PHYSICAL PROPERTY ADDRESS.
11:19:18AM >>Jeff Hunt: STANLEY, THANK YOU VERY MUCH FOR YOUR WORK.
11:19:21AM I'VE WORKED WITH YOU SPECIFICALLY.
11:19:23AM YOU DO GOD'S WORK DEALING WITH A LOT OF THESE ISSUES.

11:19:28AM YOU MENTIONED EARLIER IF IT'S IN PUBLIC VIEW, LIKE -- I'LL

11:19:33AM GIVE YOU A QUICK EXAMPLE.
11:19:35AM WHAT IF IT'S NOT IN PUBLIC VIEW, I'M KAYAKING ALONG THE
11:19:38AM ESTERO RIVER, UPSTREAM AND DOCKS AND GAZEBOS AND THINGS THAT
11:19:42AM LOOK A LITTLE SHAKY.
11:19:45AM >>Stanley Knight: FOURTH AMENDMENT PLAIN VIEW DOCTRINE, I
11:19:48AM HAVE TO SEE IT FROM PLAIN VIEW.
11:19:50AM CAN'T LOOK OVER FENCES, CAN'T GO ON PEOPLE'S PROPERTY IF I
11:19:54AM CAN'T SEE IT FROM PLAIN VIEW.
11:19:55AM >>Robert Eschenfelder: TO CLARIFY, IF THERE IS A VIOLATION
11:19:58AM ON RESIDENTIAL PROPERTY A AND MR. KNIGHT KNOCKS ON THE DOOR
11:20:04AM OF RESIDENTIAL PROPERTY B AND SAYS, HI, I AM YOUR LOCAL
11:20:08AM FRIENDLY CODE ENFORCEMENT OFFICER, YOU CALLED IN A VIOLATION
11:20:10AM OF YOUR NEIGHBOR.
11:20:12AM I'M HERE TO INVESTIGATE IT, UNFORTUNATELY, YOUR NEIGHBOR HAS
11:20:14AM SORT OF INTENTIONALLY OBSTRUCTED, I THINK I CAN SEE IT FROM
11:20:18AM YOUR BACKYARD, WILL YOU LET ME GO IN YOUR BACKYARD SO I CAN
11:20:22AM LOOK IN HIS BACKYARD?
11:20:23AM IF THAT PERSON SAYS, SURE, COME ON IN, I WANT THIS VIOLATION
11:20:27AM ADDRESSED, I HAVE TO STARE AT IT EVERY DAY, YOU ARE IN A
11:20:30AM LAWFUL POSITION AS A POLICE OFFICER OR A CODE OFFICER
11:20:33AM BECAUSE THAT PROPERTY OWNER HAS ALLOWED YOU TO COME ONTO
11:20:36AM THEIR PROPERTY.
11:20:37AM IF YOU CAN THEN SEE THE VIOLATION, I HAD A CODE CASE A FEW
11:20:42AM WEEKS AGO WITH ANOTHER CLIENT WHERE THE CODE OFFICER
11:20:45AM LAWFULLY SAW THE VIOLATION FROM ACROSS THE INTERCOASTAL

11:20:50AM WATERWAY BECAUSE SOME NEIGHBOR LET THEM COME INTO THEIR
11:20:52AM BACKYARD AND LOOK ACROSS THE INTERCOASTAL WATERWAY TO THE
11:20:56AM HEDGES THAT WERE PLANTED TOO TALL.
11:20:59AM SO THAT IS ANOTHER OPTION THAT MR. KNIGHT, OF COURSE, KNOWS
11:21:02AM HE CAN DO AS WELL.
11:21:03AM >>Jeff Hunt: THANK YOU VERY MUCH.
11:21:07AM >>Stanley Knight: I'LL GET THIS UPDATED WITH THE CURRENT
11:21:09AM SITE ADDRESSES AND GET IT TO MARY.
11:21:11AM >>Vice-Mayor Zalucki: THANK YOU, STANLEY.
11:21:13AM >>Mayor Ribble: THANK YOU, STANLEY.
11:21:14AM APPRECIATE ALL THAT WORK THAT WENT INTO THAT.
11:21:16AM ANY OTHER COMMENTS, COUNCIL?
11:21:18AM IS THERE ANY PUBLIC COMMENT?
11:21:20AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENT.
11:21:22AM >>Mayor Ribble: IN THAT CASE, I WILL TAKE A MOTION TO
11:21:25AM ADJOURN.
11:21:26AM >> SO MOVED.
11:21:27AM >>Mayor Ribble: COUNCILMAN LOPEZ.
11:21:28AM A SECOND?
11:21:29AM COUNCILWOMAN FAYHEE.

11:21:31AM WE'RE ADJOURNED.
11:21:32AM THANK YOU, EVERYONE.
11:21:33AM [SOUNDING GAVEL]

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.

VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2026 – 02

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, HONORING NANCY STROUD, ESQ., ESTERO'S FIRST LAND USE ATTORNEY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Nancy Stroud served as the first land use attorney for the Village of Estero for nearly 11 years, from the Village's first meeting in March 2015 to present; and

WHEREAS, Nancy Stroud was the Village's land use attorney, as well as liaison to the Community Development Department, advising the Planning and Zoning Board, the Design Review Board, and later the combined Planning, Zoning and Design Board; and

WHEREAS, Nancy Stroud's broad-based experience as a recognized legal expert in land use in the State of Florida, along with her specific experience in design in the City of Boca Raton benefited the Village immensely; and

WHEREAS, Nancy Stroud has assisted with over 800 case reviews and resolutions at the Design Review Board, the Planning and Zoning Board and the Planning, Zoning and Design Board since 2015 with 40 different Board members; and

WHEREAS, Nancy has commuted from Boca Raton to attend the meetings in Estero, a round trip of 300 miles in total. She has driven over 72,000 miles and could have circumnavigated the globe three times!; and

WHEREAS, Nancy Stroud's assistance was instrumental in setting the vision for the Village, through her active role in the preparation and adoption of the Village's first Comprehensive Plan and first Land Development Code, two major achievements; and

WHEREAS, her efforts resulted in high quality development in the Village which will have a significant and enduring impact on the community for decades; and

WHEREAS, the Village of Estero Council, Planning, Zoning, and Design Board and Staff, wish to show appreciation and acknowledgement to Nancy Stroud for her years of service to the Village of Estero.

NOW, THEREFORE, I, Joanne Ribble , Mayor of the Village of Estero, Lee County, Florida, on behalf of the members of the Village Council, Village Staff, and the Planning, Zoning, and Design Board do hereby express heartfelt thanks and commendations to Nancy Stroud for her dedicated service to the Village and her commitment to making Estero "a crown jewel" for Southwest Florida.

VILLAGE OF ESTERO, FLORIDA

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 4th day of February, 2026.

Attest:	**VILLAGE OF ESTERO, FLORIDA**
By: ______________________	By:__________________________
Carol Sacco, Village Clerk	Joanne Ribble , Mayor

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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

January 21, 2026 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Worship Leader Drew DiRoma

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, Deputy Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

2. LETTERS OF RECOGNITION

(a) Kyle Gustave/Estero High School
(b) Aiden Jensen /Bonita Springs High School
(c) Distinguished Budget Presentation awarded from Government Finance Officers Association (GFOA)

Staff Presentation/Comments
Kevin Greenville, Finance Director

3. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

Motion by: Councilmember McLain
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:

4. PUBLIC COMMENT ON NON-AGENDA ITEMS
Mark Olivier, Villages of Country Creek
Gary Israel, Rotary

5. CONSENT AGENDA

(a) December 17, 2025 Village Council Meeting Minutes
(b) Financial Reports for Month ended November 2025

Motion: Motion to approve consent agenda.

Motion by: Councilmember Hunt
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:

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None

7. ACTIONS

(a) Ditch/Swale Cleaning & Maintenance Services Purchase Order

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

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

Public Comments
None

Motion: Motion to approve award purchase order 26011 for Ditch/Swale Cleaning & Maintenance Services for Village ditches and swales that require annual cleaning to P & T Lawn & Tractor, for an amount not to exceed $97,500 annually, approve a $9,000.00 Contingency for additional services that may be required to complete the project, and authorize the Village Manager to sign the purchase order and other additional implementing documents on behalf of the Village of Estero Council.

Motion by: Vice Mayor Zalucki
Seconded by: Councilmember Fayhee

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Action: Approved award purchase order 26011 for Ditch/Swale Cleaning & Maintenance Services for Village ditches and swales that require annual cleaning to P & T Lawn & Tractor, for an amount not to exceed $97,500 annually, approve a $9,000.00 Contingency for additional services that may be required to complete the project, and authorize the Village Manager to sign the purchase order and other additional implementing documents on behalf of the Village of Estero Council.

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

(b) Code Enforcement Lien Reduction Request: Truist Bank

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

Council Questions or Comments
Councilmember Ward and Vice Mayor Zalucki

Public Comments
None

Motion: Motion to accept agreed code enforcement lien reduction with payment to be made within 15 days and authorizing staff to file a Release of Lien once payment is made.

Motion by: Councilmember Lopez

Seconded by: Councilmember Ward

Action: Accepted agreed code enforcement lien reduction with payment to be made within 15 days and authorizing staff to file a Release of Lien once payment is made.

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

8. SECOND READINGS AND PUBLIC HEARINGS

(a) Second 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.

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

No ex parte communication or conflicts of interest were noted.

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

Presentation/Information by
Sandra Cooper, Property Owner

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

Public Comments
None

Motion: Motion to adopt Ordinance No. 2025-15.

Motion by: Councilmember Ward
Seconded by: Councilmember Hunt

Action: Adopted Ordinance No. 2025-15

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

(b) Second 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.

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

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

Public Comments
Mona Abdelall, Genova

Motion: Move to approve the continuance of Ordinance No. 2025-17 to the February 4, 2026 Village Council Meeting.

Motion by: Vice Mayor Zalucki
Seconded by: Councilmember McLain

Action: Approved the continuance of Ordinance No. 2025-17 to the February 4, 2026 Village Council Meeting.

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

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

Councilmember McLain, Vice Mayor Zalucki, and Mayor Ribble

10. VILLAGE ATTORNEY'S REPORT

None

11. VILLAGE MANAGER'S REPORT

None

Adjourn Regular Session at 11:03 am and Convene Workshop Items at 11:03 am

12. WORKSHOPS

(a) Update on Development Projects in Estero

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

Council Questions or Comments
Councilmembers McLain and Ward

Public Comments
None

(b) Planning Zoning and Design Board Annual Report

Staff Presentation/Comments
Mary Gibbs, Community Development Director

Council Questions or Comments
None

Public Comments
None

13. ADJOURNMENT at 11:41 am

Motion by Councilmember Lopez

ATTEST:

By: ____________________________

Carol Sacco, CMC, Village Clerk

VILLAGE OF ESTERO, FLORIDA

By: ___________________________

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
February 4, 2026

Agenda Item:

Financial Report for the month ended December 31, 2025.

Description:

This financial report provides budget to actual comparisons for the month ending December 31, 2025, which is the **third** month of the 2025-2026 fiscal year. Activity year to date is trending as projected during the first quarter of the fiscal year.

- *Ad valorem (real estate) taxes:* December is the second month of ad valorem taxes being remitted to the Village from the Lee County Tax Collector. In December, the Village received 66%, or $4,647,068 of the annual budgeted ad valorem taxes.

- *General Fund:* Revenue Sharing Sales Tax (16%), and State Revenue Sharing Fuel Tax (15%) began strong this fiscal year, Half-Cent Sales Tax (14%) totaled $559,203 all received through December.

- *Reserved Funds:* In March of 2024, Council adopted a comprehensive update to Village financial policies. Included in this was an update to reserve policy as follows:

  General Fund Committed Fund Balance – Emergency Reserve: The minimum level for the Emergency Reserve is 50% of General Fund budgeted expenditures less transfers out and any uses of fund balances.

  General Fund Committed Fund Balance – Operating Reserve: The minimum level for the Operating Reserve is 20% of General Fund budgeted expenditures less transfers out and any uses of fund balances.

  General Fund Assigned Fund Balance – Litigation Reserve: The minimum level for the Litigation Reserve is $750,000. Given the geographical area is prone to legal challenges, these funds are to be used in the event legal action is taken, or, conversely, in an instance where the Village seeks a legal remedy to protect the public interest.

General Fund Assigned Fund Balance – Major Road Maintenance Reserve: The Major Road Maintenance Reserve was established in fiscal year 2019-2020 with an initial contribution of $300,000 with 3% annual growth adjustments, unless directed otherwise by supermajority Council approval of an Ordinance amendment.

With the beginning of a new fiscal year in October, staff updated the required reserve amounts. After update, the General Fund has $5,215,023 in emergency reserve funds, $2,086,009 in operating reserve funds, $750,000 in litigation defense reserve funds and $2,298,500 in major road maintenance reserve funds.

- *Available funds:* total funds categorized as available are $34,628,869 which includes the General Fund Capital Projects reserve.

Action Requested:

Accept financial reports.

Financial Impact:

There is no financial impact of this report.

Prepared by: Kevin Greenville, CPA Finance Director

Attachments:

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

Village of Estero

Budget Report All Funds

For Month Ending December 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
Revenue						
001-General Fund						
311000	Ad Valorem Taxes	-4,647,068.72	-6,263,615.91	-7,082,720.00	-819,104.09	88.44%
312410	Local Option Gas Tax-1-6 Cent	-49,291.92	-97,244.43	-625,000.00	-527,755.57	15.56%
315200	Local Communications Srvs Tax	-88,403.31	-181,427.92	-1,125,000.00	-943,572.08	16.13%
316000	Local Business Tax	-777.83	-2,503.07	-25,000.00	-22,496.93	10.01%
323100	Franchise Fees-Electric	-252,796.48	-521,936.98	-2,950,000.00	-2,428,063.02	17.69%
323400	Franchise Fees-Natural Gas	-7,206.29	-14,692.98	-137,500.00	-122,807.02	10.69%
323700	Franchise Fees-Solid Waste	0.00	-45,547.97	-125,000.00	-79,452.03	36.44%
329500	ROW Permits	0.00	0.00	-1,000.00	-1,000.00	0.00%
331500	Federal Grant - Econ Environ	0.00	0.00	0.00	0.00	0.00%
334400	State Grant - Transportation	0.00	0.00	-152,500.00	-152,500.00	0.00%
335140	Rev Sharing-Mobile Home Lic Tx	-1,380.12	-1,819.60	-3,750.00	-1,930.40	48.52%
335150	Rev Sharing-Alcohol Bevrage Tx	0.00	-734.16	-31,250.00	-30,515.84	2.35%
335160	Rev Sharing-Sales Tax	-68,148.11	-135,883.71	-850,000.00	-714,116.29	15.99%
335180	Rev Sharing-1/2 Cent Sales Tax	-290,770.34	-559,203.53	-3,925,000.00	-3,365,796.47	14.25%
335430	Rev Sharing-Fuel Tax	-14,355.66	-29,123.83	-195,000.00	-165,876.17	14.94%
341300	Administrative Fee	-92,351.17	-98,750.42	-150,000.00	-57,648.83	61.57%
341301	Cost Recovery-Admin Charge	0.00	-1,250.00	-15,000.00	-13,750.00	8.33%
341900	Dev & Zoning-Fixed Fees	-18,250.00	-51,250.00	-52,500.00	-1,250.00	97.62%
341909	Dev & Zoning-Cost Recovery Fee	0.00	0.00	-90,500.00	-90,500.00	0.00%
342500	Code Comp & Contractor License	0.00	0.00	-45,000.00	-45,000.00	0.00%
359000	Fines & Forfeitures	-4,211.29	-7,740.80	-250.00	7,490.80	3096.32%
361100	Interest Income	-53,446.12	-175,382.17	-650,000.00	-474,617.83	26.98%
362000	Rents & Royalties	-3,000.00	-9,000.00	-36,000.00	-27,000.00	25.00%
369900	Miscellaneous Revenue	-107.64	-157.64	-32,500.00	-32,342.36	0.49%

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

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
	Total for General Fund	**-5,591,565.00**	**-8,197,265.12**	**-18,300,470.00**	**-10,103,204.88**	**44.79%**
110-Building Fee Fund						
445-Building Dept						
322000	Building Permit Fees	-474,991.07	-701,789.42	-1,782,140.00	-1,080,350.58	39.38%
329501	Surcharge Fee Retained	0.00	-1,202.72	-3,150.00	-1,947.28	38.18%
341302	Convenience Fee	-5,639.38	-11,945.00	-53,465.00	-41,520.00	22.34%
361100	Interest Income	-1,236.31	-4,068.51	-17,000.00	-12,931.49	23.93%
	Total for Building Dept	**-481,866.76**	**-719,005.65**	**-1,855,755.00**	**-1,136,749.35**	**38.74%**
	Total for Building Fee Fund	**-481,866.76**	**-719,005.65**	**-1,855,755.00**	**-1,136,749.35**	**38.74%**
201-Debt Service						
000-Non Divisional						
381001	Transfer from General Fund	0.00	0.00	-920,000.00	-920,000.00	0.00%
	Total for Non Divisional	**0.00**	**0.00**	**-920,000.00**	**-920,000.00**	**0.00%**
	Total for Debt Service	**0.00**	**0.00**	**-920,000.00**	**-920,000.00**	**0.00%**
300-Capital Projects						
350-Road Impact Fees						
324310	Road Imp Fee-Residential	-1,714,956.00	-1,844,904.00	-4,589,310.00	-2,744,406.00	40.20%
324320	Road Imp Fees-Commercial	-618,584.71	-618,584.71	-1,111,335.00	-492,750.29	55.66%
361100	Interest Income	-42,013.00	-138,258.43	-400,000.00	-261,741.57	34.56%
	Total for Road Impact Fees	**-2,375,553.71**	**-2,601,747.14**	**-6,100,645.00**	**-3,498,897.86**	**42.65%**
353-Comm Park Contributions						
361100	Interest Income	-252.98	-832.51	-3,000.00	-2,167.49	27.75%
	Total for Comm Park Contributions	**-252.98**	**-832.51**	**-3,000.00**	**-2,167.49**	**27.75%**
355-Park Impact Fees						
324610	Park Imp Fees-Residential	-1,535.00	-21,490.00	-234,883.00	-213,393.00	9.15%
324620	Park Imp Fee-Commercial	-343,952.00	-343,952.00	0.00	343,952.00	0.00%

Village of Estero

Budget Report All Funds

For Month Ending December 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
361100	Interest Income	-1,421.36	-4,677.47	-40,000.00	-35,322.53	11.69%
	Total for Park Impact Fees	**-346,908.36**	**-370,119.47**	**-274,883.00**	**95,236.47**	**134.65%**
360-Physical Environment						
381001	Transfer from General Fund	-56,151.25	-128,816.25	-6,045,000.00	-5,916,183.75	2.13%
	Total for Physical Environment	**-56,151.25**	**-128,816.25**	**-6,045,000.00**	**-5,916,183.75**	**2.13%**
365-Transportation						
366000	Contributions & Donations	0.00	0.00	-4,250,000.00	-4,250,000.00	0.00%
381001	Transfer from General Fund	-17,314.64	-931,768.02	-6,868,815.00	-5,937,046.98	13.57%
381350	Transfer from Road Impact Fee	-1,377,272.13	-2,164,250.99	0.00	2,164,250.99	0.00%
	Total for Transportation	**-1,394,586.77**	**-3,096,019.01**	**-11,118,815.00**	**-8,022,795.99**	**27.84%**
366-Gas Tax						
312420	Local Option Gas Tax 1-5 Cent	-35,666.90	-70,300.45	-415,000.00	-344,699.55	16.94%
361100	Interest Income	-7,371.30	-24,257.83	-82,500.00	-58,242.17	29.40%
	Total for Gas Tax	**-43,038.20**	**-94,558.28**	**-497,500.00**	**-402,941.72**	**19.01%**
600-Parks & Recreation						
381001	Transfer from General Fund	-517,561.54	-6,653,541.17	-11,681,290.00	-5,027,748.83	56.96%
381352	Transfer from RegParkImpactFee	-231,590.33	-255,996.58	0.00	255,996.58	0.00%
	Total for Parks & Recreation	**-749,151.87**	**-6,909,537.75**	**-11,681,290.00**	**-5,027,748.83**	**59.15%**
	Total for Capital Projects	**-4,965,643.14**	**-13,201,630.41**	**-35,721,133.00**	**-22,775,499.17**	**36.96%**
	Total for Revenue	**-11,039,074.90**	**-22,117,901.18**	**-56,797,358.00**	**-34,015,453.40**	**38.94%**
001-General Fund						
000-Non Divisional						
581360	Transfer to Physcal Envirnment	0.00	0.00	6,045,000.00	6,045,000.00	0.00%
581365	Transfer to Transportation	591,027.43	2,389,125.44	6,868,815.00	4,479,689.56	34.78%
581600	Transfer to Parks& Rec CapProj	0.00	5,325,000.00	11,681,290.00	6,356,290.00	45.59%
	Total for Non Divisional	**591,027.43**	**7,714,125.44**	**24,595,105.00**	**16,880,979.56**	**31.36%**

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

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
100-Village Council						
511000	Executive Salaries	10,356.43	31,069.29	124,280.00	93,210.71	25.00%
521000	FICA Taxes	792.29	2,376.87	9,530.00	7,153.13	24.94%
524000	Workers Compensation	0.00	133.23	1,170.00	1,036.77	11.39%
525000	Unemployment Compensation	107.05	359.26	2,200.00	1,840.74	16.33%
540000	Travel and Per Diem	982.34	982.34	25,000.00	24,017.66	3.93%
554000	Books Pub & Memberships	0.00	7,835.00	12,000.00	4,165.00	65.29%
555000	Training	0.00	0.00	2,500.00	2,500.00	0.00%
	Total for Village Council	**12,238.11**	**42,755.99**	**176,680.00**	**133,924.01**	**24.20%**
101-Village Manager						
511000	Executive Salaries	20,925.90	72,716.97	397,090.00	324,373.03	18.31%
512000	Regular Salaries & Wages	14,032.48	48,759.23	46,970.00	-1,789.23	103.81%
513000	Other Salaries & Wages	665.38	2,303.83	8,600.00	6,296.17	26.79%
521000	FICA Taxes	1,744.64	5,138.97	34,640.00	29,501.03	14.84%
522000	Retirement Contributions	2,197.22	7,635.29	46,405.00	38,769.71	16.45%
523000	Group Health Insurance	15,077.41	28,707.37	89,985.00	61,277.63	31.90%
524000	Workers Compensation	0.00	591.98	4,035.00	3,443.02	14.67%
525000	Unemployment Compensation	45.49	152.67	935.00	782.33	16.33%
531000	Professional Services	0.00	0.00	45,000.00	45,000.00	0.00%
534000	Misc Contracted Services	0.00	0.00	25,000.00	25,000.00	0.00%
534101	Public Relations	1,500.00	9,322.58	20,000.00	10,677.42	46.61%
540000	Travel and Per Diem	1,595.59	1,595.59	15,000.00	13,404.41	10.64%
541000	Communication Services	6,578.99	9,725.98	40,000.00	30,274.02	24.31%
554000	Books Pub & Memberships	745.00	990.00	4,000.00	3,010.00	24.75%
555000	Training	0.00	0.00	4,250.00	4,250.00	0.00%
	Total for Village Manager	**65,108.10**	**187,640.46**	**781,910.00**	**594,269.54**	**24.00%**

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

Account	Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
110-Village Attorney						
531101	Legal Services	23,642.67	41,054.67	275,000.00	233,945.33	14.93%
531102	Land Use Legal Services	2,416.50	4,338.00	50,000.00	45,662.00	8.68%
531103	Code Enforcement Legal	0.00	0.00	10,000.00	10,000.00	0.00%
531106	Land Dev Code Legal	0.00	0.00	10,000.00	10,000.00	0.00%
531109	Miscellaneous legal	0.00	0.00	15,000.00	15,000.00	0.00%
531402	Comprehensive Plan	0.00	0.00	15,000.00	15,000.00	0.00%
	Total for Village Attorney	**26,059.17**	**45,392.67**	**375,000.00**	**329,607.33**	**12.10%**
115-Village Clerk						
512000	Regular Salaries & Wages	3,621.52	12,579.42	190,970.00	178,390.58	6.59%
521000	FICA Taxes	277.06	962.36	14,650.00	13,687.64	6.57%
522000	Retirement Contributions	1,182.56	4,109.36	11,590.00	7,480.64	35.46%
523000	Group Health Insurance	0.00	0.00	24,870.00	24,870.00	0.00%
524000	Workers Compensation	0.00	49.45	1,715.00	1,665.55	2.88%
525000	Unemployment Compensation	42.57	142.87	875.00	732.13	16.33%
531117	Election Services	0.00	0.00	0.00	0.00	0.00%
534102	Codification	0.00	0.00	3,090.00	3,090.00	0.00%
540000	Travel and Per Diem	0.00	0.00	1,290.00	1,290.00	0.00%
548000	Legal Notices	214.94	419.74	5,150.00	4,730.26	8.15%
554000	Books Pub & Memberships	0.00	0.00	515.00	515.00	0.00%
555000	Training	0.00	0.00	775.00	775.00	0.00%
	Total for Village Clerk	**5,338.65**	**18,263.20**	**255,490.00**	**237,226.80**	**7.15%**
130-Finance						
512000	Regular Salaries & Wages	31,404.85	105,853.71	406,370.00	300,516.29	26.05%
521000	FICA Taxes	1,832.24	7,456.29	31,100.00	23,643.71	23.98%
522000	Retirement Contributions	2,894.78	10,059.29	37,660.00	27,600.71	26.71%

Village of Estero

Budget Report All Funds

For Month Ending December 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
523000	Group Health Insurance	14,647.74	30,026.78	85,470.00	55,443.22	35.13%
524000	Workers Compensation	0.00	414.80	5,440.00	5,225.28	7.63%
525000	Unemployment Compensation	63.98	214.72	1,315.00	365.00	16.33%
531000	Professional Services	0.00	950.00	10,500.00	9,550.00	9.05%
532000	Auditing Services	0.00	0.00	53,550.00	53,550.00	0.00%
540000	Travel and Per Diem	0.00	0.00	4,725.00	4,725.00	0.00%
554000	Books Pub & Memberships	0.00	0.00	2,100.00	2,100.00	0.00%
555000	Training	0.00	0.00	2,100.00	2,100.00	0.00%
	Total for Finance	**50,843.59**	**154,975.59**	**640,330.00**	**484,819.21**	**24.20%**
170-Information Technology						
531110	IT Contracted Services	9,871.22	23,921.51	250,000.00	226,078.49	9.57%
531111	Webmaster Srvs & Maintenance	1,812.44	6,517.18	100,000.00	93,482.82	6.52%
531112	Audio Visual Services	0.00	0.00	100,000.00	100,000.00	0.00%
552001	Software Licensing	885.39	132,953.20	200,000.00	67,046.80	66.48%
552002	Small Tools & Equipment	29.98	29.98	10,000.00	9,970.02	0.30%
564000	Capital Outlay - Mach & Equip	0.00	0.00	10,000.00	10,000.00	0.00%
	Total for Information Technology	**12,599.03**	**163,421.87**	**670,000.00**	**506,578.13**	**24.39%**
180-General Government						
531112	Audio Visual Services	1,395.00	2,700.00	31,500.00	28,800.00	8.57%
531113	Recruitment Services	0.00	0.00	20,000.00	20,000.00	0.00%
531114	Lobbying Services	3,993.00	11,979.00	60,000.00	48,021.00	19.97%
534000	Misc Contracted Services	730.34	1,005.34	150,000.00	148,994.66	0.67%
540000	Travel and Per Diem	160.00	187.58	5,250.00	5,062.42	3.57%
541000	Communication Services	1,262.41	3,094.16	7,500.00	4,405.84	41.26%
542000	Freight & Postage	249.00	229.25	5,000.00	4,770.75	4.59%
543000	Utilities	5,447.45	16,592.71	62,500.00	45,907.29	26.55%

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

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
544100	Building Lease	24,148.36	73,096.63	300,000.00	226,903.37	24.37%
544200	Equipment Rental & Leases	998.39	2,298.90	12,500.00	10,201.10	18.39%
545000	Insurance	0.00	241,488.68	250,000.00	8,511.32	96.60%
546000	Repair & Maintenance Services	1,196.59	2,099.08	20,000.00	17,900.92	10.50%
547000	Printing	0.00	0.00	2,500.00	2,500.00	0.00%
549101	State Administrative Fees	0.00	0.00	0.00	0.00	0.00%
549102	Tax Collector Fees	1.25	2.50	0.00	-2.50	0.00%
549103	Contingency	0.00	0.00	125,000.00	125,000.00	0.00%
551000	Office Supplies	911.79	1,283.49	15,000.00	13,716.51	8.56%
552000	Operating Supplies	331.12	1,062.81	25,000.00	23,937.19	4.25%
552005	Bank Charges	0.00	0.00	250.00	250.00	0.00%
554000	Books Pub & Memberships	81.76	148.54	2,000.00	1,851.46	7.43%
564000	Capital Outlay - Mach & Equip	378.59	45,003.64	2,000.00	-43,003.64	2250.18%
	Total for General Government	**41,285.05**	**402,272.31**	**1,094,000.00**	**736,731.33**	**36.77%**
201-Law Enforcement/Security						
534201	Lee Cty Law Enforcement	811.00	1,567.00	6,300.00	4,733.00	24.87%
534501	Lee Cty Animal Control Srvs	0.00	0.00	44,625.00	44,625.00	0.00%
	Total for Law Enforcement/Security	**811.00**	**1,567.00**	**50,925.00**	**49,358.00**	**3.08%**
210-Code Compliance Services						
531115	Special Magistrate Srvs	0.00	0.00	7,725.00	7,725.00	0.00%
531201	Code Compliance Contract Srvs	15,842.22	34,486.78	20,600.00	-13,886.78	167.41%
549105	Other Chrges-Filing Fees	12.25	117.00	950.00	833.00	12.32%
	Total for Code Compliance Services	**15,854.47**	**34,603.78**	**29,275.00**	**-5,328.78**	**118.20%**
299-Disaster Response						
531000	Professional Services	5,744.00	5,744.00	25,000.00	19,256.00	22.98%
531116	Disaster Preparedness Services	0.00	0.00	10,000.00	10,000.00	0.00%

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

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
	Total for Disaster Response	**5,744.00**	**5,744.00**	**35,000.00**	**29,256.00**	**16.41%**
360-Physical Environment						
531000	Professional Services	103,067.42	103,067.42	30,000.00	-73,067.42	343.56%
531301	Water Level & Quality Monitor	0.00	9,794.00	200,000.00	190,206.00	4.90%
531305	NPDES Compliance	0.00	0.00	15,000.00	15,000.00	0.00%
531415	Reclaimed Water Study	0.00	0.00	0.00	0.00	0.00%
531502	Flood Plain-Com Rating System	0.00	0.00	100,000.00	100,000.00	0.00%
534000	Misc Contracted Services	19,342.50	19,342.50	50,000.00	30,657.50	38.69%
546301	Stormwater Maint	0.00	0.00	100,000.00	100,000.00	0.00%
549106	Water Quality Joint Advocacy	5,000.00	5,000.00	10,000.00	5,000.00	50.00%
	Total for Physical Environment	**127,409.92**	**137,203.92**	**505,000.00**	**367,796.08**	**27.17%**
365-Transportation						
512000	Regular Salaries & Wages	27,217.15	95,221.05	376,450.00	281,228.95	25.29%
521000	FICA Taxes	2,148.79	7,139.29	28,820.00	21,680.71	24.77%
522000	Retirement Contributions	2,441.32	8,483.54	31,760.00	23,276.46	26.71%
523000	Group Health Insurance	13,524.32	25,750.30	77,780.00	52,029.70	33.11%
524000	Workers Compensation	0.00	7,885.25	11,400.00	3,514.75	69.17%
525000	Unemployment Compensation	53.52	179.62	1,100.00	920.38	16.33%
531306	Traffic Counts	0.00	0.00	20,000.00	20,000.00	0.00%
534000	Misc Contracted Services	44,353.92	47,887.92	100,000.00	52,112.08	47.89%
534301	Street Sweeping Services	4,000.00	6,000.00	35,000.00	29,000.00	17.14%
534302	Right-of-Way Permit Review	1,689.29	1,689.29	20,000.00	18,310.71	8.45%
534304	Traffic Study	6,324.00	6,324.00	100,000.00	93,676.00	6.32%
534306	Misc Construction Services	33,524.87	35,957.37	100,000.00	100,000.00	35.96%
540000	Travel and Per Diem	0.00	78.68	7,500.00	7,500.00	1.05%
541000	Communication Services	43.72	86.97	1,000.00	1,000.00	8.70%

Village of Estero

Budget Report All Funds

For Month Ending December 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
543000	Utilities	6,002.31	10,395.82	97,500.00	97,500.00	10.66%
544200	Equipment Rental & Leases	330.00	660.00	5,000.00	5,000.00	13.20%
545000	Insurance	0.00	14,489.32	15,000.00	15,000.00	96.60%
546302	Bridge Maintenance	0.00	0.00	15,000.00	15,000.00	0.00%
546304	Irrigation Maintenance	12,940.00	35,190.00	82,500.00	47,310.00	42.65%
546305	Landscape Maintenance	284,337.46	355,299.65	1,651,000.00	1,295,700.35	21.52%
546306	Mowing Maintenance	0.00	0.00	40,000.00	40,000.00	0.00%
546307	Ditch Maintenance	0.00	0.00	175,000.00	175,000.00	0.00%
546309	Street Light Maintenance	0.00	534.10	92,500.00	91,965.90	0.58%
546310	Traffic Sign Maintenance	6,123.00	6,123.00	50,000.00	43,877.00	12.25%
546311	Traffic Signal Maintenance	0.00	0.00	50,000.00	50,000.00	0.00%
546312	Railroad Maintenance	19,670.00	19,670.00	125,000.00	105,330.00	15.74%
546313	Road Maintenance	0.00	22,345.00	550,000.00	527,655.00	4.06%
552000	Operating Supplies	1,213.90	1,472.70	6,000.00	4,527.30	24.55%
554000	Books Pub & Memberships	0.00	0.00	2,000.00	2,000.00	0.00%
555000	Training	0.00	0.00	2,000.00	2,000.00	0.00%
	Total for Transportation	**465,937.57**	**708,862.87**	**3,869,310.00**	**3,222,115.29**	**18.32%**
439-Development Services						
512000	Regular Salaries & Wages	25,134.54	96,427.01	596,290.00	499,862.99	16.17%
521000	FICA Taxes	2,342.95	7,750.38	45,650.00	37,899.62	16.98%
522000	Retirement Contributions	2,639.12	9,170.87	47,460.00	38,289.13	19.32%
523000	Group Health Insurance	6,425.97	13,947.18	68,440.00	54,492.82	20.38%
524000	Workers Compensation	0.00	4,660.29	8,410.00	3,749.71	55.41%
525000	Unemployment Compensation	88.79	298.00	1,575.00	1,277.00	18.92%
531000	Professional Services	0.00	0.00	20,000.00	20,000.00	0.00%
531315	Growth Model Srvs	0.00	0.00	5,000.00	5,000.00	0.00%

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

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
531316	Development Srvcs Manager	0.00	0.00	10,000.00	10,000.00	0.00%
531402	Comprehensive Plan	0.00	0.00	10,000.00	10,000.00	0.00%
531403	Land Development Code	0.00	0.00	10,000.00	10,000.00	0.00%
534000	Misc Contracted Services	14,285.70	15,440.10	200,000.00	184,559.90	7.72%
540000	Travel and Per Diem	0.00	0.00	3,500.00	3,500.00	0.00%
548000	Legal Notices	1,084.24	1,084.24	6,500.00	5,415.76	16.68%
554000	Books Pub & Memberships	4,813.78	7,813.78	10,000.00	2,186.22	78.14%
555000	Training	0.00	75.00	1,250.00	1,175.00	6.00%
	Total for Development Services	**56,815.09**	**156,666.85**	**1,044,075.00**	**887,408.15**	**15.01%**
440-Planning, Zoning, Dev Review						
512000	Regular Salaries & Wages	0.00	0.00	60,000.00	60,000.00	0.00%
521000	FICA Taxes	0.00	0.00	5,000.00	5,000.00	0.00%
524000	Workers Compensation	0.00	0.00	500.00	500.00	0.00%
525000	Unemployment Compensation	0.00	0.00	250.00	250.00	0.00%
531000	Professional Services	0.00	975.00	7,500.00	6,525.00	13.00%
549104	Planning & Zoning-Fixed Fee	28,325.58	68,308.78	315,000.00	246,691.22	21.69%
	Total for Planning, Zoning, Dev Review	**28,325.58**	**69,283.78**	**388,250.00**	**318,966.22**	**17.85%**
601-Parks Master Plan						
512000	Regular Salaries & Wages	0.00	0.00	0.00	0.00	0.00%
521000	FICA Taxes	0.00	0.00	0.00	0.00	0.00%
522000	Retirement Contributions	0.00	0.00	0.00	0.00	0.00%
523000	Group Health Insurance	0.00	0.00	0.00	0.00	0.00%
524000	Workers Compensation	0.00	0.00	0.00	0.00	0.00%
525000	Unemployment Compensation	0.00	0.00	0.00	0.00	0.00%
531000	Professional Services	56,690.80	102,766.12	330,000.00	227,233.88	0.00%
534601	YMCA Operating Agreement	475.00	3,950.00	137,500.00	133,550.00	2.87%

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

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
543000	Utilities	1,421.05	4,601.13	17,050.00	12,448.87	26.99%
544200	Equipment Rental & Leases	45.02	90.04	5,500.00	5,409.96	1.64%
546000	Repair & Maintenance Services	14,740.75	37,745.35	24,750.00	-12,995.35	152.51%
	Total for Parks Master Plan	**73,372.62**	**149,152.64**	**514,800.00**	**365,647.36**	**28.97%**
	Total for General Fund	**1,578,769.38**	**9,991,932.37**	**35,025,150.00**	**25,139,354.23**	**28.53%**
110-Building Fee Fund						
445-Building Dept						
531000	Professional Services	0.00	0.00	50,000.00	50,000.00	0.00%
531110	IT Contracted Services	395.76	950.05	6,450.00	5,499.95	14.73%
531401	Building Service Contract	154,601.09	340,651.19	1,900,000.00	1,559,348.81	17.93%
541000	Communication Services	152.28	300.03	2,000.00	1,699.97	15.00%
542000	Freight & Postage	51.00	51.00	1,000.00	949.00	5.10%
543000	Utilities	1,077.10	2,787.23	12,500.00	9,712.77	22.30%
544100	Building Lease	4,946.05	14,971.60	66,950.00	51,978.40	22.36%
544200	Equipment Rental & Leases	622.22	1,288.49	12,500.00	11,211.51	10.31%
546000	Repair & Maintenance Services	244.16	428.27	4,000.00	3,571.73	10.71%
551000	Office Supplies	61.18	324.89	4,000.00	3,675.11	8.12%
552000	Operating Supplies	0.00	60.08	5,000.00	4,939.92	1.20%
552001	Software Licensing	1,275.00	2,550.00	0.00	-2,550.00	0.00%
552009	Credit Card Fees	5,732.43	12,787.14	53,465.00	40,677.86	23.92%
	Total for Building Dept	**169,158.27**	**377,149.97**	**2,117,865.00**	**1,740,715.03**	**17.81%**
	Total for Building Fee Fund	**169,158.27**	**377,149.97**	**2,117,865.00**	**1,740,715.03**	**17.81%**
201-Debt Service						
000-Non Divisional						
571000	Principal Payments	0.00	0.00	420,000.00	420,000.00	0.00%
572000	Interest Expense	0.00	0.00	500,000.00	500,000.00	0.00%

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

Account	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
	Total for Non Divisional	**0.00**	**0.00**	**420,000.00**	**420,000.00**	**0.00%**
	Total for Debt Service	**0.00**	**0.00**	**420,000.00**	**420,000.00**	**0.00%**
300-Capital Projects						
350-Road Impact Fees						
581365	Transfer to Transportation	1,377,272.13	2,164,250.99	0.00	0.00	0.00%
	Total for Road Impact Fees	**1,377,272.13**	**2,164,250.99**	**0.00**	**0.00**	**0.00%**
351-Comm Park Impact Fees						
	Total for Comm Park Impact Fees	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
352-Reg Park Imp Fee						
	Total for Reg Park Imp Fee	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
354-Public Land						
	Total for Public Land	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
355-Park Impact Fees						
581365	Transfer to Transportation	231,590.33	255,996.58	0.00	0.00	0.00%
	Total for Park Impact Fees	**231,590.33**	**255,996.58**	**0.00**	**0.00**	**0.00%**
360-Physical Environment						
563000	Capital Outlay - Infrastrcture	0.00	0.00	14,125,106.00	14,125,106.00	0.00%
	Total for Physical Environment	**0.00**	**0.00**	**14,125,106.00**	**14,125,106.00**	**0.00%**
365-Transportation						
563000	Capital Outlay - Infrastrcture	1,394,586.77	2,182,128.13	16,050,000.00	13,867,871.87	13.60%
	Total for Transportation	**1,394,586.77**	**2,182,128.13**	**16,050,000.00**	**13,867,871.87**	**13.60%**
366-Gas Tax						
581365	Transfer to Transportation	0.00	0.00	0.00	0.00	0.00%
	Total for Gas Tax	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
600-Parks & Recreation						
561000	Capital Outlay - Land	0.00	0.00	0.00	0.00	0.00%

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

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
563000	Capital Outlay - Infrastrcture	749,151.87	7,823,428.63	27,295,000.00	19,471,571.37	28.66%
	Total for Parks & Recreation	**749,151.87**	**7,823,428.63**	**27,295,000.00**	**0.00**	**0.00%**
	Total for Capital Projects	**3,752,601.10**	**12,425,804.33**	**57,470,106.00**	**27,992,977.87**	**0.00%**
	Total for Expense	**5,500,528.75**	**22,794,886.67**	**95,033,121.00**	**55,293,047.13**	**23.99%**
	Net Revenue / Expense	**-5,538,546.15**	**676,985.49**	**38,235,763.00**	**21,277,593.73**	**1.77%**

Village of Estero

Available Funds Report

For the Month Ending December 25

Available Funds Report	
General Fund Capital Projects	$ 10,886,954
Building Fee Fund	554,337
Gas Tax Capital Projects	3,317,784
Developer Contribution	225,433
Road Impact Fees	18,891,380
Estero Park Entry Contribution	113,769
Park Imp Fees	639,212
Total Available Funds	$ 34,628,869

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 4, 2026

Agenda Item:

Land Use Legal Services Agreement

Motion to approve agreement 26015 between Village of Estero and Trask Daigneault, LLP, for land use legal services.

Background:

The Village has retained the services of Nancy Stroud, Esquire, since its inception. After nearly 11 years, Nancy will be retiring and her last day at the Village will be February 13th. To provide an orderly transition, staff proposes using the services of Trask Daigneault, LLP, for land use legal services. Trask Daigneault currently provides general legal services for the Village. Erica Augello will be assigned to Estero as the primary land use attorney.

Description:

Village Code § 2-173(a)(7) exempts from competitive procurement the acquisition of the services of law firms or other outside counsel for any reason deemed by the Village Council as necessary to address the Village's legal needs, and provides that such firms or persons shall be selected by Council or, when authorized by Council, the Village Manager or Village Attorney; and

Village Code § 2-174(b) authorizes the Village Manager to approve agreements within the dollar value of the historical billing range of these services. Because the historical billing range varies, depending on the activity level within Community Development, the Manager wanted to afford the Council the opportunity to approve the agreement.

Action Requested:

Approve Land Use Legal Services Agreement 26015 between Village of Estero and Trask Daigneault, LLP, for land use legal services.

Process and Timeline:

Nancy Stroud's last day at the Village will be February 13, 2026 and Trask Daigneault will begin providing services on February 9^{th}, to provide an orderly transition.

Financial Impact:

Compensation is on an hourly basis ($240 per hour for attorney and $90 for paralegal). The total annually will vary and is dependent on Community Development activity. The attorney will assist with legal representation at the Planning Zoning and Design Board meetings, and will assist staff with other projects, including updating the Comprehensive Plan, Land Development Code changes, and daily needs relating to planning, zoning, development orders, plats and related activities.

Prepared by: Mary Gibbs

Attachments:

1. Agreement number 26015
2. Resume for Erica F. Augello

AGREEMENT BETWEEN THE VILLAGE OF ESTERO AND TRASK · DAIGNEAULT, LLP, FOR LAND USE LAW SERVICES

THIS AGREEMENT is entered into this 4th day of February, 2026, between the Village of Estero, a Florida municipal corporation ("Village") and Trask · Daigneault, LLP ("the Firm").

WHEREAS, § 5(2) of the Estero Charter provides that there shall be a Village Attorney who shall be a member in good standing of The Florida Bar, who shall be appointed by the Village Council, who shall serve as the chief legal advisor to the Council and Village administrators, departments, and agencies; who shall attend all Council meetings unless excused by Council, and who shall perform such professional duties as may be required by law or by the Council in the furtherance of law; and

WHEREAS, on November 16th 2022, the Village Council retained the Firm to serve as Village Attorney as set forth in § 5(2) of the Estero Village Charter, beginning at 12:01 a.m. on Monday, November 21st 2022; and

WHEREAS, at this time, the Village had engaged a separate firm for the provision of land use legal services; and

WHEREAS, the attorney who has been serving the Village's land use legal services has given notice that she intends to retire in February of 2026; and

WHEREAS, the Firm is capable of and is willing to provide land use legal services to the Village; and

WHEREAS, the Village Manager and Community Development Director reviewed the qualifications of the Firm's proposed primary land use attorney and determined she has the experience and skills to provide the necessary services; and

WHEREAS, Village Code § 2-173(a)(7) exempts from competitive procurement the acquisition of the services of law firms or other outside counsel for any reason deemed by the Village Council as necessary to address the Village's legal needs, and provides that such firms or persons shall be selected by the Council or, when authorized by Council, the Village Manager or Village Attorney; and

WHEREAS, Village Code § 2-174(b) authorizes the Village Manager to approve agreements within the dollar value of the historical billing range of these services; and

WHEREAS, nevertheless, the Manager wanted to afford the Village Council the opportunity to approve the agreement; and

WHEREAS, the Village Council determines that retaining the Firm is required to meet the Village's legal needs.

NOW THEREFORE, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

1. The Village retains the Firm to provide land use legal services, to begin at 12:01 a.m. on Monday, February 9th 2026. While any of the Firm's attorneys may be assigned to provide particular services to the Village, as proposed by the Firm, the primary land use attorney shall be Erica Augello, Esq.

2. The Firm shall be compensated for attorney services at the rate of $240 per hour for attorney work. Paralegal services shall be billed at the rate of $90 per hour for all work performed under this Agreement.

3. The Village shall pay all costs incurred or advanced by the Firm in providing the services pursuant to this Agreement. Such costs include, but are not limited to, court filing fees, deposition charges, document scanning and photocopying charges, express delivery (FedEx, UPS, etc.) charges, travel time, computer research fees (other than legal research which the Firm does not charge for), and other out-of-pocket costs.

4. The Firm will bill the Village on a monthly basis for all legal fees and costs incurred in the prior month under this Agreement, and the Village shall pay these invoices in accordance with the Florida Local Government Prompt Payment Act. For any month in which no services are requested or costs incurred, no bill will be sent.

5. This Agreement is terminable by either the Village Council or the Firm for any or no reason on thirty (30) days written notice to the other Party.

6. In the event the Village terminates the Firm's services under this Agreement, the Firm shall be entitled to be compensated according to the terms of this Agreement for all services rendered or costs incurred prior to the effective date of the termination.

7. All notices and communications required under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or by registered or certified mail to the following persons:

For the Village: Steven R. Sarkozy, Village Manager
Village Hall
9401 Corkscrew Palms Circle
Estero, Fl 33928

For the Firm: Thomas Trask, Esq., Managing Partner
Trask · Daigneault, L.L.P
1001 South Fort Harrison Avenue, Suite 201
Clearwater, FL 33756

Either Party may change the person or address to which notices and other communications are to be sent by giving written notice of the change in the manner specified in this paragraph.

8. This Agreement shall be effective upon the date set forth in the introductory paragraph of this Agreement notwithstanding the actual date(s) of approval or execution by the Parties, and shall renew without action by either Party annually until terminated by either Party.

9. This Agreement contains the complete agreement between the Parties. Any other prior written or verbal agreements between the Parties are superseded by this Agreement.

10. This Agreement is entered into for the sole and exclusive benefit of the Parties. The Parties expressly confirm that they have not entered into this Agreement for the benefit of any other third party.

11. This Agreement may not be amended except in a written Amendment approved by the Village and Firm.

The Parties have caused this Agreement to be executed by their authorized agents on the date set forth in the introductory paragraph.

VILLAGE OF ESTERO, FLORIDA	**TRASK · DAIGNEAULT, L.L.P**
By:_______________________________	By:___________________________
Steven R. Sarkozy, Village Manager	Thomas Trask, Esq. Managing Partner

ERICA F. AUGELLO
1001 S. Ft. Harrison Ave., Ste. 201, Clearwater, FL 33756
(727) 733-0494 • Email: *erica@cityattorneys.legal*

PROFESSIONAL LICENSES: Member in Good Standing of the Florida Bar
Board Certified in City, County, and Local Government Law

EDUCATION

Stetson University College of Law, Gulfport, FL — December 2013
Juris Doctor and Certificate of Concentration in Advocacy

Honors: Victor O. Wehle Award for Trial Advocacy; Leadership Development Certificate

Stetson University, DeLand, FL
Master of Business Administration — December 2013

Auburn University, Auburn, AL — May 2004
Bachelor of Science, Marketing
Activities: Alpha Kappa Psi Business Fraternity

EXPERIENCE

Trask Daigneault, LLP, Clearwater, FL
Partner — Jan. 2019 - Present
Associate Attorney — Feb. 2014 -Dec. 2018

- Practice focused on government affairs, civil defense litigation, and municipal representation.
- Representing and advising municipalities and various local government boards.
- Drafting and influencing legislation at the local and state levels.
- Assisting in relationships regarding legislative policy and implementation for local governments.
- Litigating matters including insurance defense, code enforcement, land use and zoning, civil rights, Title VII & ADA claims, premises liability, employment law, First Amendment claims, and governmental law.
- Conducting comprehensive drafting and review of contracts; regulatory compliance.

Bloomin' Brands, Inc., Tampa, FL — Aug. 2013- Nov. 2013
In-House Counsel Legal Intern

- Assisted General Counsel with legal research and drafting of legal documents in the areas of compliance, licensing, intellectual property, and litigation; extensive work with trademark and copyright infringement issues.

Scarritt Law Group, P.A., Tampa, FL — Apr. 2010 – Feb. 2012
Trial Litigation Paralegal, Law Clerk — June 2013 – Dec. 2013

- Research and draft legal documents for civil litigation focusing on municipal insurance defense in both state and federal court through all points of litigation.
- Assist with trial preparation; participate in client interviews and meetings; attend hearings, trial, and depositions.

Michael P. Maddux, P.A., Tampa, FL
Law Clerk — Feb. 2012 – Aug. 2012

- Assisted attorneys with legal research, legal drafting.
- Attended and participated in mediations, depositions, and various court appearances for a firm specializing in criminal law, personal injury, and civil rights litigation.

PROFESSIONAL AFFILIATIONS & COMMUNITY INVOLVEMENT

- Member of the American Bar Association and Florida Municipal Attorneys Association.
- Member of the Tampa Bay Auburn Club, a 502(c)(3) organization (2018-2022); Vice President (2018-2022); Director at Large (2022- present).
- Florida Supreme Court Certified Civil Circuit Mediator.
- Graduate of Leadership Hillsborough Class of '22-'23.
- Certified in City, County, and Local Government Law by the Florida Bar (2020 – present).

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 4, 2026

Agenda Item:

Sherrill Lane and Luettich Lane Right of Way

Motion to accept the quit claim deed for ownership of the Sherrill Lane and Luettich Lane right-of-way in anticipation of constructing the Broadway Avenue West Utility Extension Project.

Background:

The Village of Estero has been working for several years to extend water and sewer to the communities located at the western end of Broadway Ave West. The Village of Estero already owns the roadways within Quarterdeck Cove, Estero River Heights and Cranbrook Harbor. The roadways (Sherrill Lane and Luettich Lane) within Broadway Mobile Home Village have always been privately owned.

The Village will need to obtain ownership of the road rights-of-way or obtain easements to extend water and sewer to the homes along Sherrill Lane and Luettich Lane. As part of the utility project, a new roadway will be built with roadside swales and pipe.

Description:

Village Staff and the Village Attorney worked to determine who owns the Sherrill Lane and Luettich Lane rights-of-way. Per the attached title certification, the right-of-way is owned by AMEY, Inc. a Florida dissolved corporation and six private individual property owners near the southern end of the roadways, that own to the right-of-way centerline.

Village Staff successfully tracked down a surviving officer of AMEY, Inc., Frances Louise Summerall. We were able to obtain her signature on the attached quit claim deed.

Village is Staff is recommending the Village Council accept ownership of the right-of-way in anticipation of the utility extension project.

Action Requested:

Motion to accept the quit claim deed for ownership of the Sherrill Lane and Luettich Lane right-of-way in anticipation of constructing the Broadway Avenue West Utility Extension Project.

Process and Timeline:

If accepted, Village Staff will start planning for regular roadway maintenance along the sections of Sherrill Lane and Luettich Lane that are owned by the Village.

Financial Impact:

If accepted, The Village is expected to spend up $100,000 in the first year to maintain the roadway.

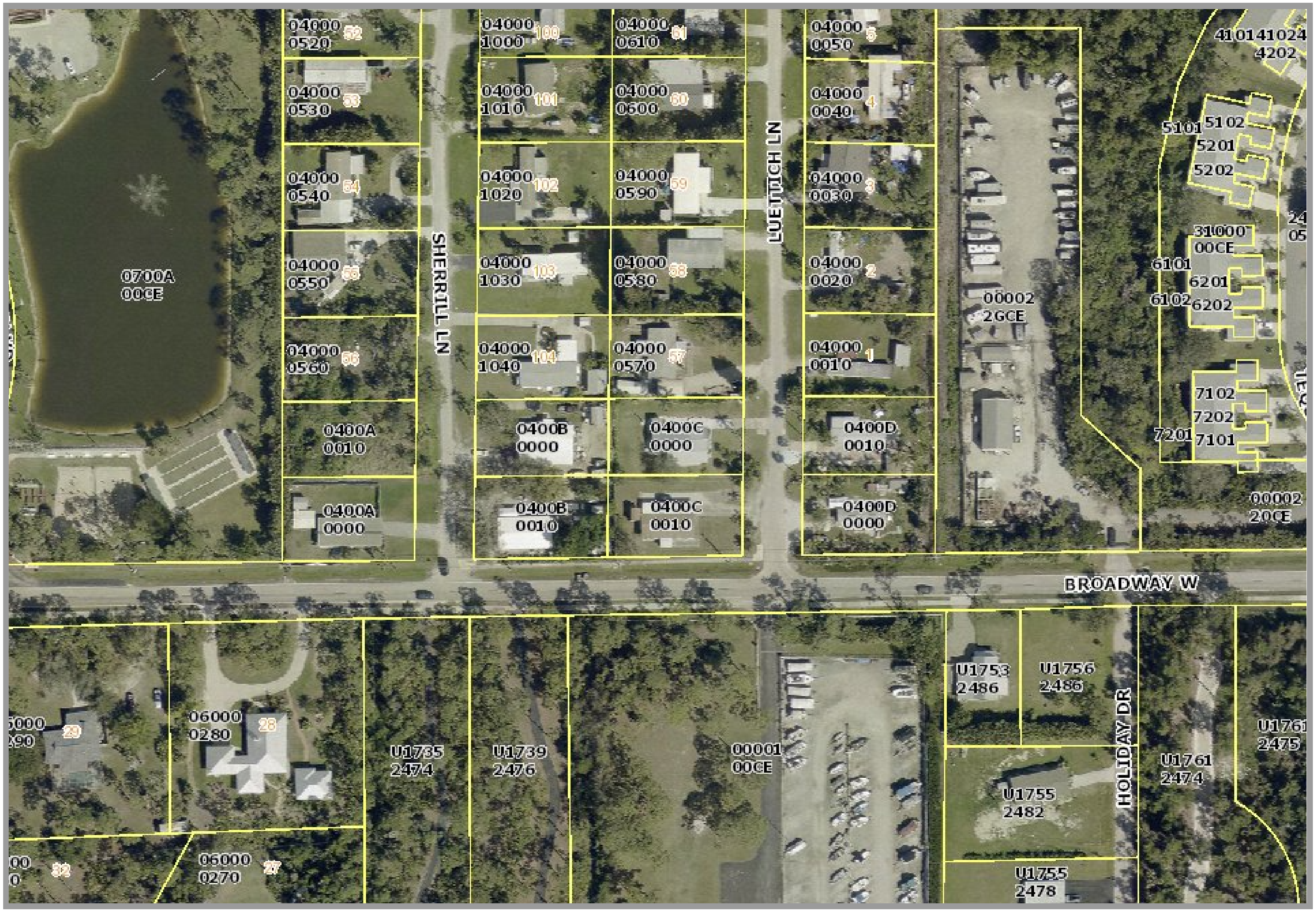
After the utility extension project is completed, the Village will add both roadways to the Village's major roadway resurfacing inventory.

Prepared by: Robert Wiley

Attachments:

1. Location Map
2. Additional Right of Way Parcel Map
3. Title Certification
4. Deed


Mullock Creek
Pine Rd
Allaire Ln
Beaulieu Ct
S Tamiami Trl
Vintage Trace Cir
Estero Pkwy
Estero Pkwy
41
Sherrill Ln
Luettich Ln
Trailside Dr
S Tamiami Trl
Broadway W
Broadway W
Broadway W
Broad
Highlands Ave
Park Pl
Pine Tree Ln
Coconut Dr
Google Earth
Image © 2026 Vexcel Imaging US, Inc.
41
2000 ft
N


SHERRILL LN
LUETTICH LN
BROADWAY W
HOLIDAY DR
0700A
00CE
04000
0520
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0530
04000
0540
04000
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0560
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31000
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U1761
2475

TRASK DAIGNEAULT LLP ATTORNEYS

February 8, 2023

Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

ATTORNEY'S CERTIFICATION OF TITLE

This is to certify that I, Megan R. Hamisevicz, Esq., have examined the Title Search Report from Attorneys' Title Fund Services, LLC, Fund File No. 1362953, effective date from February 6, 2023, regarding the following described real property (the "Property"):

> Sherrill Lane and Luettich Lane, lying within the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 29, Township 46 South, Range 25 East, Lee County, Florida.

Based upon said Title Search Report, title to the Property is vested in the following:

(1) *Aukje Brouwer, as Trustee of the Aukje Brouwer Living Trust, dated July 2, 2020*, by Quitclaim Deed recorded as Instrument Number 2020000160066, of the Public Records of Lee County, Florida.

(2) *Malbec II LLC, a Delaware limited liability company*, by Special Warranty Deed recorded as Instrument Number 2022000121599, of the Public Records of Lee County, Florida.

(3) *Juvencio Larios, Odaliz Larios and Maria Jose*, by Warranty Deed recorded as Instrument Number 2020000159174, of the Public Records of Lee County, Florida.

(4) *Jhonatan Reyes Peralta*, by Warranty Deed recorded as Instrument Number 202100397791, of the Public Records of Lee County, Florida.

(5) *Elizabeth Gonzalez*, by Warranty Deed recorded as Instrument Number 2006000298412, of the Public Records of Lee County, Florida.

(6) *James Greene and Louise Greene*, by deed recorded as Instrument Number 2009000317306, of the Public Records of Lee County, Florida.

1001 South Fort Harrison Avenue, Suite 201 • Clearwater, Florida 33756 E-Mail megan@cityattorneys.legal Telephone 727-733-0494 Fax 727-733-2991

(7) *Gloria Goddard*, by Warranty Deed recorded as Instrument Number 2021000397810, of the Public Records of Lee County, Florida.

(8) *Brian Golds and Rayma Rodriguez Alverez*, by Warranty Deed recorded as Instrument Number 2019000041060, of the Public Records of Lee County, Florida.

(9) *All property not specifically referenced in the above-referenced deeds belongs to AMEY, INC., a Florida dissolved corporation, per deed recorded in Official Records Book 1716, Page 2266, of the Public Records of Lee County, Florida.*

If you have any questions or concerns, please feel free to contact me.

Respectfully,

TRASK DAIGNEAULT, L.L.P.

Megan R. Hamisevicz

Megan R. Hamisevicz, Esquire

1001 South Fort Harrison Avenue, Suite 201 • Clearwater, Florida 33756 E-Mail megan@cityattorneys.legal Telephone 727-733-0494 Fax 727-733-2991

Kevin C. Karnes, Lee County Clerk of the Circuit Court & Comptroller
INSTR# 2025000314289, DocType D, Pages 9, Recorded 11/26/2025 at 10:01 AM, DeputyClerk NFERGUSON
Rec Fees: $78.00 Deed Doc: $0.70 ERECORD

QUIT CLAIM DEED

THIS INDENTURE is made on the 4th day of November 2025, by **AMEY, INC., a Florida dissolved corporation**, whose post office address is c/o Frances Louise Summerall, 3100 Sea Trawler Bend, #4, N. Fort Myers, Florida 33903 (hereinafter referred to as "Grantor"), to **VILLAGE OF ESTERO, a municipal corporation of the State of Florida**, whose post office address is 9401 Corkscrew Palms Circle, Estero, Florida 33928 (hereinafter referred to as "Grantee").

(Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees.)

WITNESSETH that Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, and Grantee's heirs and assigns forever, the following described land, situated, lying and being in Lee County, Florida, to wit:

SEE **EXHIBIT "A"** ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the proper use, benefit and behalf of the Grantee, which property is being conveyed without any warranties of title or otherwise.

[*SIGNATURE PAGE TO FOLLOW*]

INSTR# 2025000314289 Page Number: 2 of 9

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on the day and year first above written.

Signed, sealed and delivered in our presence.

AMEY, INC.,
a dissolved Florida corporation

By: Frances L Summerall
Frances Louise Summerall, its Vice President and Director

Witness Name: Jhobesa Cespedes
Witness Address: 10240 Olivewood Way, Unit 50
Estero Fl, 33928.

Witness Name: Lisa Baker
Witness Address: 105 Paradise Harbour Blvd
#201, North Palm Beach, FL
33408

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 4th day of November, 2025, by Frances Louise Summerall, Vice President and Director of AMEY, INC., a Florida dissolved corporation. He [ ] She[✓] is personally known to me or [ ] has produced a Driv License as identification.

NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
Lisa Baker
Comm.: HH 565831
Expires: Jun. 26, 2028
Notary Public - State of Florida

Quit Claim Deed

Page 2

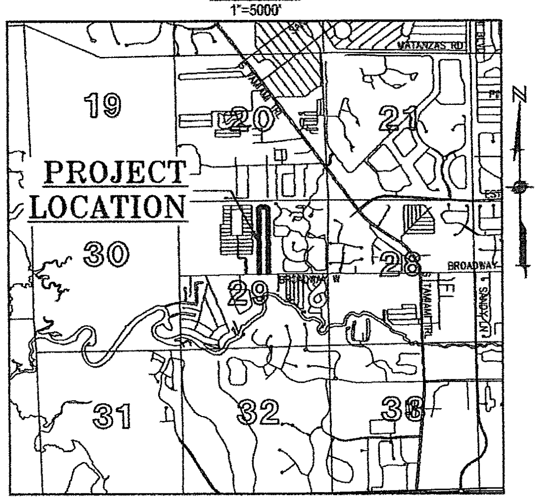
EXHIBIT A

INSTR# 2025000314289 Page Number: 4 of 9

SKETCH AND DESCRIPTION:
SHERRIL LANE AND LUETTICH LANE
RIGHT OF WAY

A PARCEL OF LAND LYING IN
SECTION 29 , TOWNSHIP 46 SOUTH, RANGE 25 EAST,
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

VICINITY MAP
1"=5000'



0 1250 2500 5000
(INTENDED DISPLAY SCALE: 1"=5000')

THIS IS NOT A SURVEY.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. HORIZONTAL DATA AND COORDINATES SHOWN HEREON ARE IN FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY RIGHT-OF-WAY OF BROADWAY WEST WHEREIN SAID LINE BEARS N89°31'17"E.
4. PARCEL CONTAINS 292,275 SQUARE FEET OR 6.71 ACRES, MORE OR LESS.
5. P.O.C. = POINT OF COMMENCEMENT
6. P.O.B. = POINT OF BEGINNING
7. ORB = OFFICIAL RECORDS BOOK
8. ORI = OFFICIAL RECORDS INSTRUMENT
9. PB = PLAT BOOK
10. PG = PAGE
11. ROW, R/W = RIGHT-OF-WAY
12. SQ. FT. = SQUARE FEET
13. ℄ = CENTERLINE
14. NOT VALID WITHOUT SHEETS 1 THROUGH 6 OF 6.

THIS SKETCH HAS BEEN DIGITALLY SIGNED BY:
RICHARD G. DANIELS (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7229
ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REVISED 10/23/2025–REMOVE OVERLAPPING PARCELS

JOHNSON ENGINEERING

JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION
SHERRIL LANE AND LUETTICH LANE
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03/01/2023	20225130-000	29-46-25	AS SHOWN	1 OF 6

\\FTMS01\Drawings\2022\20225130-000\Surveying\Sketches\20225130-000 Sherril and Luettich Lanes Sketch and Description.dwg (S1) rick.daniels Oct 23, 2025 - 2:04pm

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.062, F.A.C.

INSTR# 2025000314289 Page Number: 5 of 9

DESCRIPTION

SHERRIL LANE AND LUETTICH LANE TRACT
LYING IN
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO
LEE COUNTY, FLORIDA

A PORTION OF BROADWAY MOBILE HOME VILLAGE AS RECORDED IN OFFICIAL RECORDS BOOK 506, PAGE 697 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST, VILLAGE OF ESTERO, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY BOUNDARY OF SAID BROADWAY MOBILE HOME VILLAGE AND THE NORTHERLY RIGHT-OF-WAY OF BROADWAY WEST (A 50 FOOT PUBLIC RIGHT-OF-WAY); THENCE N89°31'17"E, A DISTANCE OF 136.78 FEET TO THE WESTERLY BOUNDARY OF SHERRIL LANE AND THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY, NORTHERLY, AND EASTERLY BOUNDARIES OF SHERRIL LANE AND LUETTICH LANE TRACT FOR THE FOLLOWING FIVE (5) COURSES:

1. N00°24'21"W, A DISTANCE OF 2,303.27 FEET;
2. NORTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 120.00 FEET, A DELTA ANGLE OF 89°47'34", A CHORD BEARING OF N44°29'26"E, AND A CHORD DISTANCE OF 169.40 FEET, FOR AN ARC DISTANCE OF 188.06 FEET;
3. N89°23'13"E, A DISTANCE OF 151.22 FEET;
4. SOUTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING: A RADIUS OF 120.00 FEET, A DELTA ANGLE OF 90°09'04", A CHORD BEARING OF S45°32'15"E, AND A CHORD DISTANCE OF 169.93 FEET, FOR AN ARC DISTANCE OF 188.81 FEET;
5. S00°27'43"E, A DISTANCE OF 2,303.43 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY OF BROADWAY WEST;

THENCE S89°31'17"W, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF SAID LUETTICH LANE; THENCE N.00°27'43"W., ALONG SAID CENTERLINE, A DISTANCE OF 169.67 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 57 OF SAID BROADWAY MOBILE HOME VILLAGE; THENCE S.89°23'13"W., ALONG SAID EXTENSION, A DISTANCE OF 30.00 FEET TO THE WESTERLY BOUNDARY OF SAID LUETTICH LANE TRACT; THENCE ALONG THE WESTERLY, SOUTHERLY, AND EASTERLY BOUNDARIES OF LUETTICH LANE AND SHERRIL LANE TRACT FOR THE FOLLOWING FIVE (5) COURSES:

1. N00°27'43"W, A DISTANCE OF 2,133.85 FEET;
2. NORTHWESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING: A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 90°09'04", A CHORD BEARING OF N45°32'15"W, AND A CHORD DISTANCE OF 84.96 FEET, FOR AN ARC DISTANCE OF 94.41 FEET;
3. S89°23'13"W, A DISTANCE OF 151.22 FEET;
4. SOUTHWESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING: A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 89°47'34", A CHORD BEARING OF S44°29'26"W, AND A CHORD DISTANCE OF 84.70 FEET, FOR AN ARC DISTANCE OF 94.03 FEET;
5. S00°24'21"E, A DISTANCE OF 2,134.23 FEET TO THE SOUTH LINE OF LOT 104 OF SAID BROADWAY MOBILE HOME VILLAGE;

THENCE S.89°23'13"W., ALONG THE WESTERLY EXTENSION OF SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF SHERRILL LANE; THENCE S.00°24'21"E., ALONG SAID CENTERLINE, A DISTANCE OF 168.89 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY OF BROADWAY WEST; THENCE S89°31'17"W, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 292,275 SQUARE FEET OR 6.71 ACRES, MORE OR LESS.

THIS IS NOT A SURVEY.

REVISED 10/23/2025-REMOVE OVERLAPPING PARCELS

JOHNSON ENGINEERING

JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION
SHERRIL LANE AND LUETTICH LANE
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03/01/2023	20225130-000	29-46-25	AS SHOWN	6 OF 6

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INSTR# 2025000314289 Page Number: 6 of 9

CURVE TABLE					
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C2	120.00'	90°09'04"	S45°32'15"E	169.93'	188.81'
C3	60.00'	90°09'04"	N45°32'15"W	84.96'	94.41'
C4	60.00'	89°47'34"	S44°29'26"W	84.70'	94.03'

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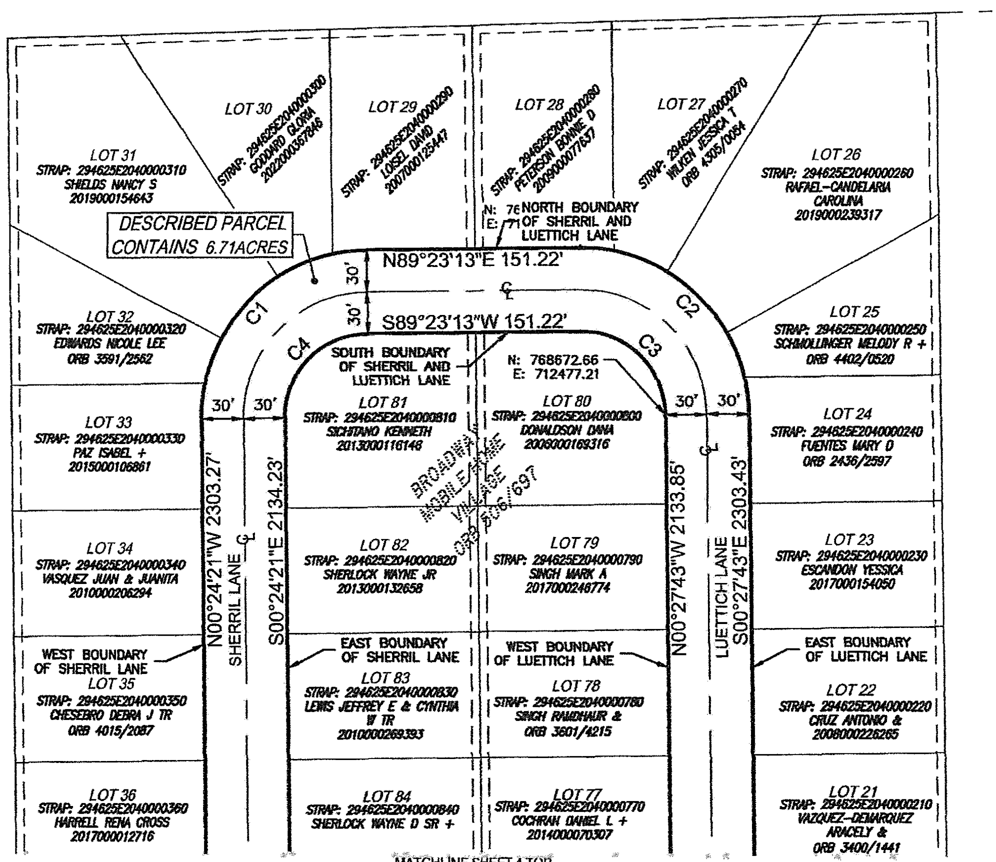

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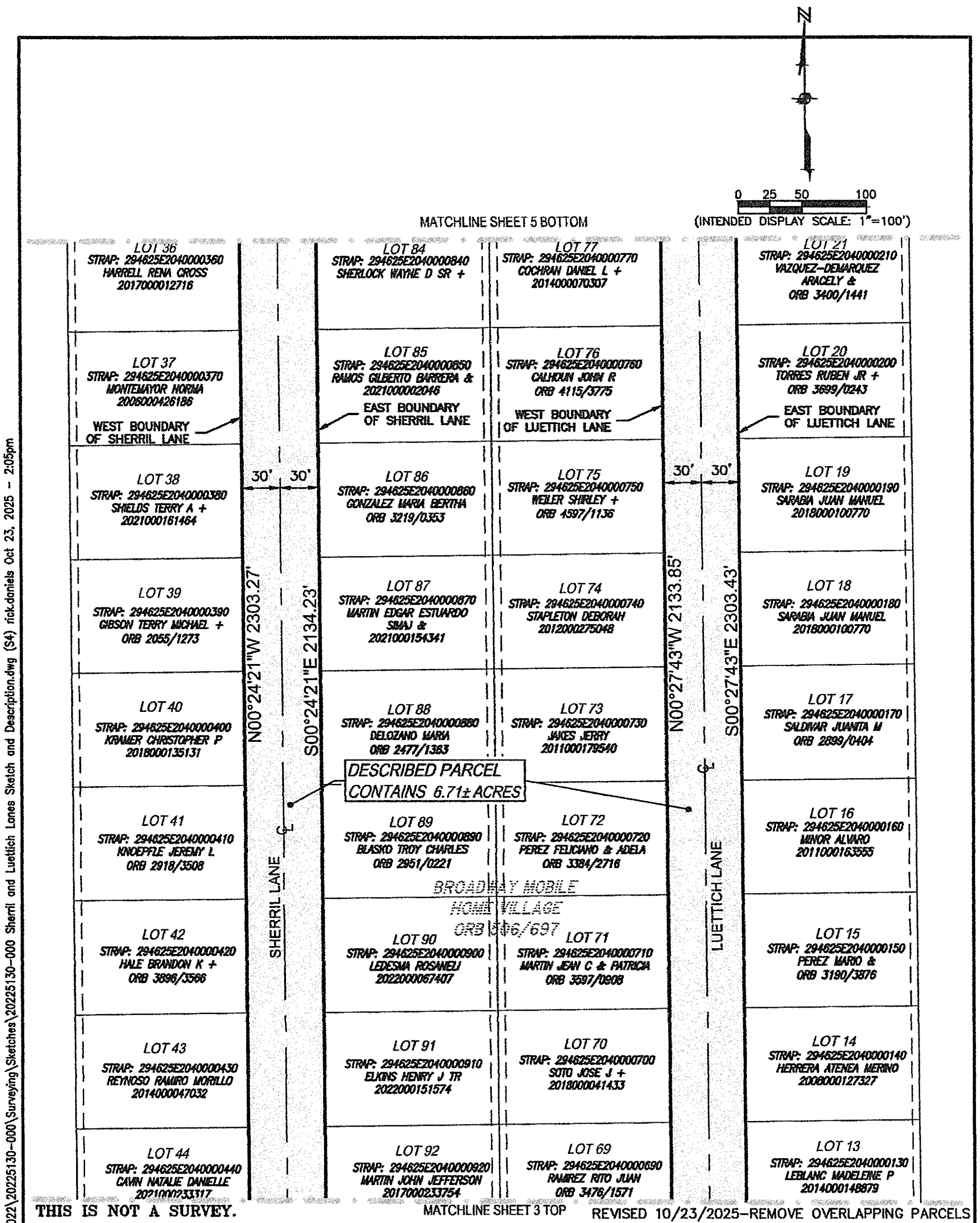
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03/01/2023	20225130-000	29-46-25	AS SHOWN	5 OF 6

INSTR# 2025000314289 Page Number: 7 of 9



THIS IS NOT A SURVEY.

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SHERRIL LANE AND LUETTICH LANE
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03/01/2023	20225130-000	29-46-25	AS SHOWN	4 OF 6

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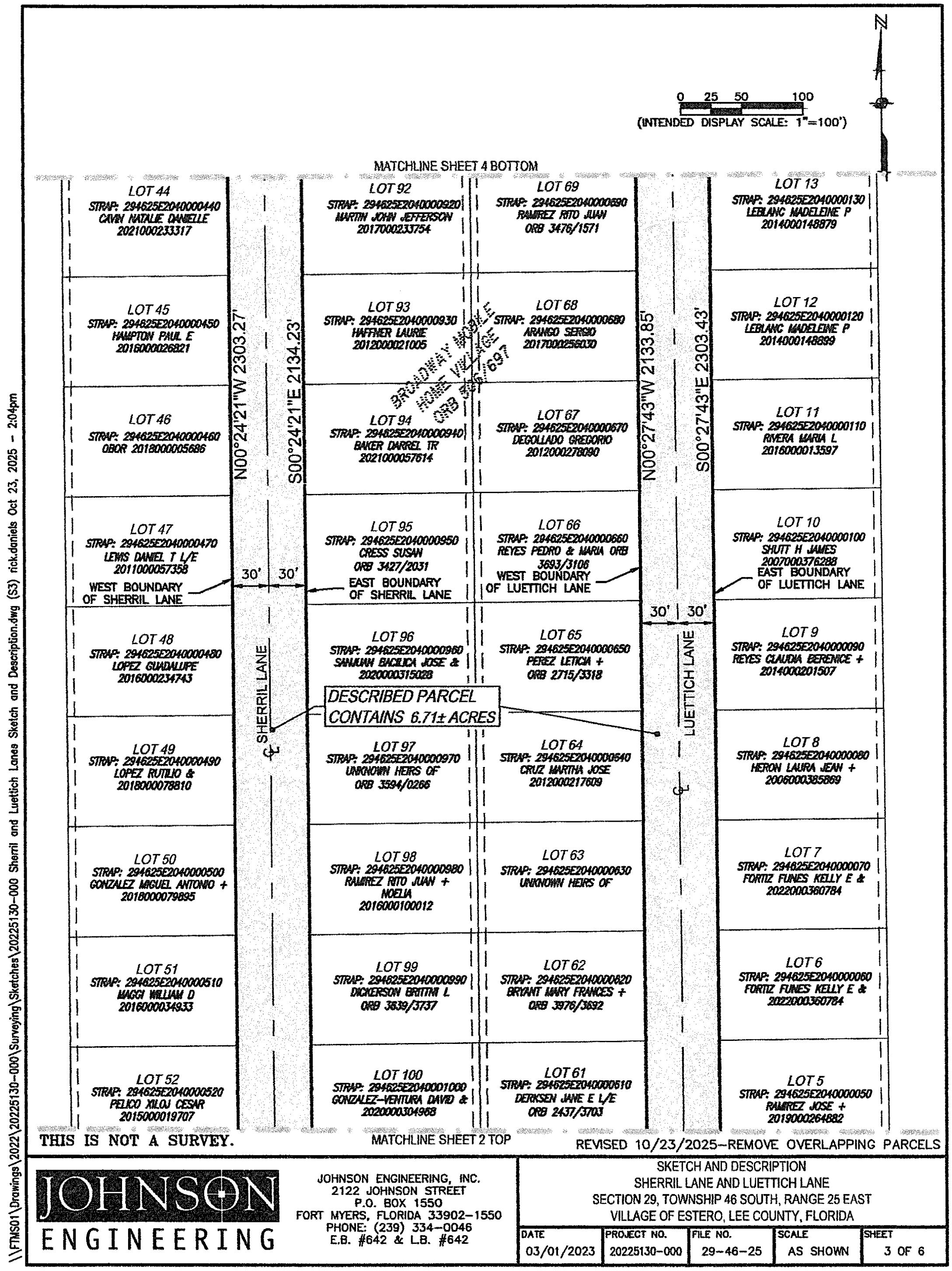
INSTR# 2025000314289 Page Number: 8 of 9



INSTR# 2025000314289 Page Number: 9 of 9

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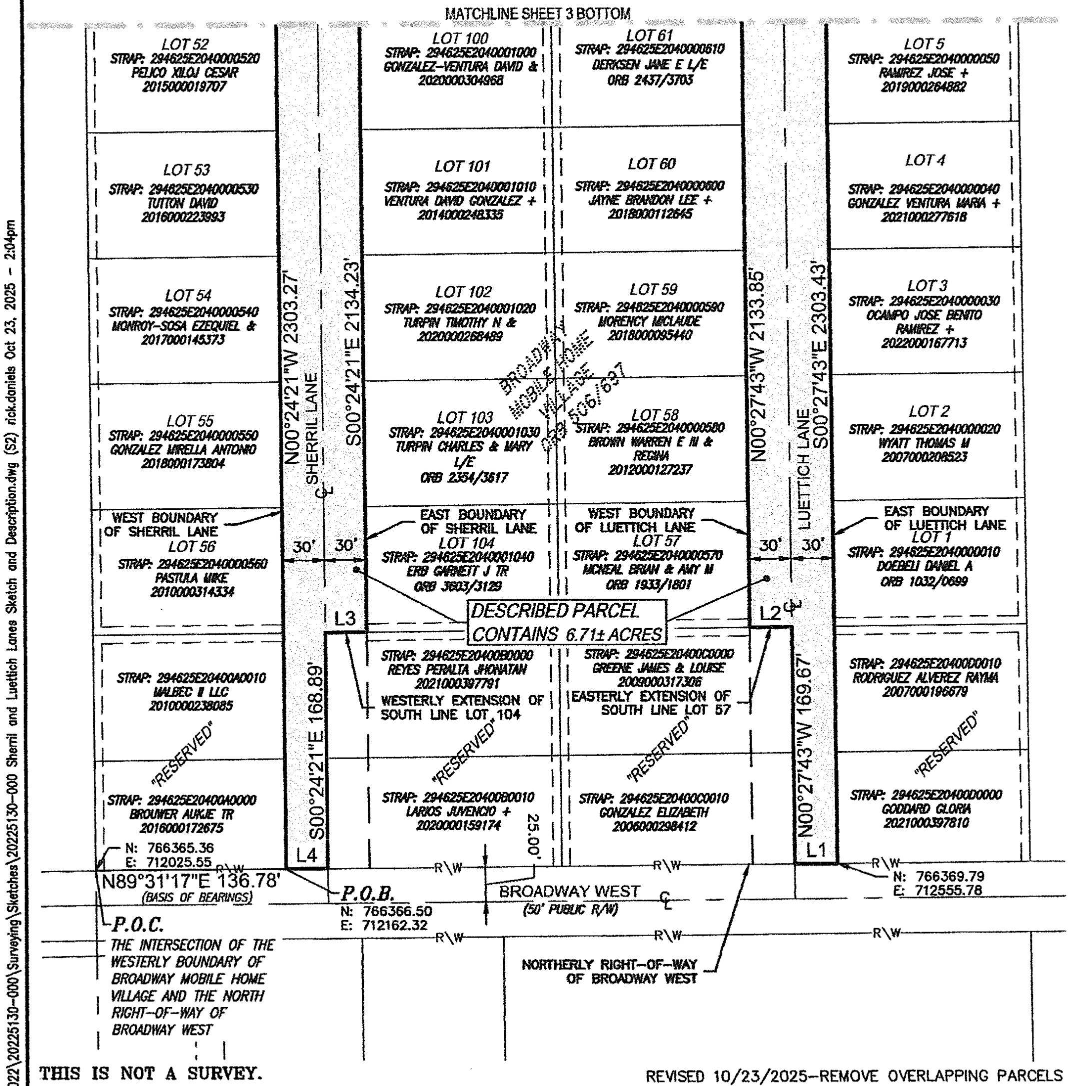

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JOHNSON ENGINEERING

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SKETCH AND DESCRIPTION
SHERRIL LANE AND LUETTICH LANE
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03/01/2023	20225130-000	29-46-25	AS SHOWN	2 OF 6

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 4, 2026

Agenda Item:

Adoption of new Employee Benefits Cafeteria Plan and Revising Personnel Policy to permit part-time employee participation in health benefits.

Motion to adopt Resolution 2026-03.

Background:

As an employer wishing to afford benefits to employees and allowing employees to pay for qualified expenses (such as insurance premiums, health FSAs, and dependent care) with pre-tax salary deductions, the Village of Estero is required by Internal Revenue Code § 125 to adopt a Cafeteria Plan providing for eligibility and covering how it will provide and administer benefits plans.

In Resolution 2018-05, the Village adopted its first Cafeteria Plan (the "Initial Plan"). The Initial Plan provided that only employees who work 40 hours per week or more were eligible for benefits on their date of hire. The Village has over time acquired employees who, while only working part time, have demonstrated their dedication to the Village but who, due to the Initial Plan, are unable to participate in the Village's health benefit options and so have had to acquire coverage in the general market at higher costs.

The Village Manager has received feedback from part-time employees that they would like the option of being able to access the Village's health benefits (vision, dental, health) at the lower costs the Village has obtained, vs. having to turn to the private market, even if they must pay 100% of the cost.

The Village Manager and Finance Director have worked with the Village's benefits provider to develop a tiered option which would allow the creation of a separate employee class covering employees regularly working between 25 and 29 hours to access Village health benefits at their own (but reduced) cost. The only added cost to the Village would be that the Village's insurance provider would require the Village to pay for Basic Life and AD&D coverage for any employee accessing the health coverage. This cost is estimated at $1,498 annually.

In addition to the need to adopt a new Plan Document, a review of the Village's current Personnel Policy tracks the Initial Plan and provides that only "full time employees" are eligible to access benefits. The Village Attorney has advised that this provision would also need to be revised and so that change is also included in the proposed Resolution.

Action Requested:

Motion to adopt Resolution 2026-03.

Process and Timeline:

If approved by Council, staff will administer the new Plan Document's terms and conditions.

Financial Impact: Allowing part time employees to have access to health benefits at their own cost will result in a minimal added cost of $1,489 to the Village (associated with the required employer-paid Basic Life and AD&D coverage).

Prepared by: Robert Eschenfelder, Village Attorney

Attachments:

1. Resolution No. 2026-03
2. 2026 Benefits Plan Document

RESOLUTION NO. 2026-03

A RESOLUTION OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING A NEW EMPLOYEE BENEFITS CAFETERIA PLAN; AMENDING § 3-08 OF THE VILLAGE'S PERSONNEL POLICY (REGARDING BENEFITS ACCESS) TO COINCIDE WITH THE NEW PLAN DOCUMENT; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, as an employer wishing to afford benefits to employees and allowing employees to pay for qualified expenses (such as insurance premiums, health FSAs, and dependent care) with pre-tax salary deductions, the Village of Estero is required by Internal Revenue Code § 125 to adopt a Cafeteria Plan providing for eligibility and covering how it will provide and administer benefits plans; and

WHEREAS, in Resolution 2018-05, the Village adopted its first Cafeteria Plan (the "Initial Plan"); and

WHEREAS, the Initial Plan provided that only employees who work 40 hours per week or more were eligible for benefits on their date of hire; and

WHEREAS, the Village has over time acquired employees who, while only working part time, have demonstrated their dedication to the Village but who, due to the Initial Plan, are unable to participate in the Village's health benefit options and so have had to acquire coverage in the general market at higher costs; and

WHEREAS, the Village Manager and Finance Director have worked with the Village's benefits provider to develop a tiered option which would allow the creation of a separate employee class covering employees regularly working between 25 and 29 hours to access Village health benefits at their own (but reduced) cost; and

WHEREAS, the Village Manager has recommended adopting this change so as to improve employee retention and satisfaction in their positions with the Village; and

WHEREAS, the § 3-08 of the Village's Personnel Policy currently restricts the ability to participate in the Village's employee benefits plan to only "full time employees" and this provision would now be in conflict with the new Plan Document; and

WHEREAS, the Village Council finds that adoption of this Resolution is in the best interests of the Village and its employees.

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

Section 1. Adoption of Cafeteria Plan

The Plan Document attached hereto and incorporated herein is hereby adopted.

Section 2. Manager to Administer

The Village Manager, assisted by the Village Attorney and any other necessary consulting resources, shall ensure the Plan Document is administered under its terms and that any necessary or advisable updates are proposed to the Village Council for consideration.

Section 3. Personnel Policy Revision

Section 3-08 is deleted in its entirety and replaced with the following:

3-08 Employee Benefits

The Village endeavors to create and maintain health, disability, life, and other benefits options for its employees which are desirable to employees to access, while balancing the Village's financial resources and overall compensation and benefits packages. The Village Manager or his/her designee shall separately maintain lists of authorized benefits for all classes of employees. All such benefits shall be consistent with the benefits authorized under the Village's § 125 Plan Document adopted by the Village Council.

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 4th day of February, 2026.

Attest:

____
Joanne Ribble, Mayor

____
Carol Sacco, Village Clerk

VILLAGE OF ESTERO CAFETERIA PLAN

EFFECTIVE JANUARY 1, 2026

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VILLAGE OF ESTERO CAFETERIA PLAN

INTRODUCTION

The Village of Estero, Florida (the "Employer") has adopted this Plan effective January 1, 2026, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward those Employees who shall qualify by allowing them to pay for benefits for themselves and their Dependents. This Plan is a restatement and revision of a cafeteria plan that has previously been maintained by the Employer.

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of § 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under § 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I
DEFINITIONS

"**Administrator**" means the Employer, unless another person or entity has been designated by the Employer to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

"**Affiliated Employer**" means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code § 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code § 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code § 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code § 414(o).

"**Benefit**" or "**Benefit Plans**" means any of the optional benefit choices available to a Participant as outlined in § 4.1.

"**Cafeteria Plan Benefit Dollars**" means the amount available to Participants to purchase Benefit Plans as provided under § 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

"**Code**" means the Internal Revenue Code of 1986, as amended or replaced from time to time.

"**Compensation**" means the amounts received by the Participant from the Employer during a Plan Year (or, if applicable, a Coverage Year).

"**Coverage Year**" shall mean, with respect to a Benefit Plan that has a period of coverage different than the Plan Year, the twelve (12) month (or as applicable shorter) period for which coverage is provided, as set forth in the documents for the applicable Benefit Plan.

"**Dependent**" shall mean an individual who is both:

(a) an Employee's Spouse, an Employee's dependents (as defined in § 152 of the Code, determined without regard to § 152(b)(1), (b)(2), or (d)(1)(B)), or an Employee's child (as defined in § 152(f)(1) of the Code) who will not have attained age 27 by the end of the Plan Year; and

(b) eligible as a dependent of the Employee under the terms of any plan establishing any of the Benefit Plans.

Any child of a Plan Participant who is determined to be an alternate recipient under a qualified medical child support order under ERISA § 609 shall be considered a Dependent under this Plan.

"**Effective Date**" means January 1, 2026.

"**Election Period**" means the period immediately preceding the beginning of each Plan Year or Coverage Year, as applicable, established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to § 5.1.

"**Eligible Employee**" means any Employee who has satisfied the provisions of § 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

"**Employee**" means except as otherwise provided, any person who is employed by the Employer or an Affiliated Employer. The term "Employee" shall not include: (i) any individual whose relationship to the Employer or an Affiliated Employer is that of a partner, a sole proprietor, or a shareholder owning at least 2% of the stock of a corporation taxable under Subchapter S of the Code; (ii) members of a collective bargaining unit or union, unless such collective bargaining unit or union's written agreement with the Employer or an Affiliated Employer specifically provides for the individual to be eligible under the Plan and (iii) any individual categorized by his Employer as an independent contractor or leased employee, regardless of whether such individual is subsequently determined to satisfy either the leased employee definition under § 414(n)(2) of the Code or the common law employee definitions under § 3121(d)(2) and 3306(i) of the Code, § 530 of the Revenue Act of 1978, or otherwise.

"**Employer**" The Village of Estero, Florida, and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term

Employer shall include any Participating, Affiliated or Adopting Employer.

"**Employer Contribution**" means, to the extent applicable, the contributions made by the Employer pursuant to § 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in § 3.1.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"**Insurance Contract**" means any contract issued by an Insurer underwriting a Benefit.

"**Insurer**" means any insurance company that underwrites a Benefit Plan under this Plan, or, with respect to any self-funded benefits, the Employer.

"**Key Employee**" means an Employee described in Code § 416(i)(1) and the Treasury regulations thereunder.

1.19 “**Opt-Out Benefit**” means the payment received by a Participant who elects to receive an additional taxable cash payment from the Employer in lieu of medical plan coverage.

1.20 “**Opt-Out Component**” means the component of this Plan described in Article VI.

1.21 “**Opt-Out Payment**” means a payment made in accordance with an Eligible Opt-Out Arrangement as described in Article VI. The amount of Opt-Out Payment for which Participants, or specific groups of Participants, are eligible shall be set, or may be adjusted, annually by the Employer, and may be zero.

"**Participant**" means any Eligible Employee who becomes a Participant pursuant to Section 2.2 and has not for any reason become ineligible to participate further in the Plan.

"**Plan**" means the Village of Estero Cafeteria Plan, including all amendments thereto.

"**Plan Year**" means the 12-month period beginning each January 1 and ending December 31. Unless otherwise specified, the Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

"**Premium Expenses**" or "**Premiums**" mean the Participant's cost for the Benefit Plans described in § 4.1.

"**Salary Redirection**" means the contributions made by the Employer on behalf of Participants pursuant to § 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

"**Salary Reduction Agreement**" means an agreement which is deemed to be entered into between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Reduction Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code § 125 into account) and, subsequently does not become currently available to the Participant.

"**Spouse**" means the "spouse," as defined under Federal law, of a Participant, unless legally separated by court decree.

ARTICLE II
ELIGIBILITY AND PARTICIPATION

Eligibility

Only Employees are allowed to participate in the Plan. An Employee will become an “Eligible Employee” once the Employee satisfies the eligibility requirements set forth in an applicable Benefit Plan(s), and status as an Eligible Employee shall only apply with respect to such Benefit Plan(s).

Participation

(a) To become a Participant, an Eligible Employee shall execute, in the manner proscribed by the Plan Administrator (including by electronic enrollment), a Salary Reduction Agreement specifying his or her election of cash or Benefits or participate in the Eligible Opt-Out Arrangement. By entering into a Salary Reduction Agreement, the Eligible Employee shall be deemed for all purposes to have agreed to participate and conform to the requirements of the Plan.

(b) If an Eligible Employee fails to provide to the Plan Administrator an acceptable Salary Reduction Agreement within thirty (30) days from first becoming eligible to participate, or otherwise fails to comply with the participation requirements of the Plan as of the date he first becomes eligible to participate hereunder, such Employee shall not become a Participant, but may become a Participant by executing a Salary Reduction Agreement in the form and method prescribed by the Plan Administrator (which may be electronic) during the Election Period for any succeeding Plan Year (or, as applicable, a succeeding Coverage Year). Notwithstanding the foregoing, if he or she does not elect to enroll at the time of his or her initial eligibility to participate, an Eligible Employee shall be entitled to participate in the Plan at such later dates as provided in Article V of the Plan.

(c) An Eligible Employee shall become a Participant effective as of the first day on which the eligibility requirements of § 2.1 were met or as soon as administrative feasible, unless such Employee elects, during the Election Period, not to participate in the Plan.

Termination of Participation

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

(a) the date of his death;

(b) the date on which the Plan terminates;

(c) the date on which he ceases to be an Eligible Employee;

(d) the date on which his Salary Reduction Agreement terminates;

(e) the date on which he becomes ineligible for Benefits under the terms of each of the Benefit Plans; or

(f) the date on which the Participant revokes his election to participate under a circumstance when such change is permitted under the terms of the Plan.

Termination of Election

(a) **Generally**. Elections made (or deemed to be made) under this Plan shall automatically terminate on the date on which a Participant ceases to be a Participant in the Plan, although coverage under any Benefit Plan shall continue through the date for which any applicable premiums have been paid or to the extent coverage or benefits are otherwise continued pursuant to the terms of the applicable Benefit Plan. Reimbursements after termination of participation, if any, shall be made pursuant to the terms of the respective Benefit Plan.

Participation Following Termination of Employment

A former Participant who is rehired within thirty (30) days or less of the date of termination of employment shall generally be reinstated with the same elections that such individual had before termination, unless the Plan Administrator determines that a *bona fide* change in status has occurred with respect to the termination of such former Participant's employment. If a former Participant is rehired more than thirty (30) days following termination of employment and is otherwise eligible to participate in the Plan, then the Employee may make new elections as a new hire upon executing and delivering a new Salary Reduction Agreement to the Plan Administrator. Notwithstanding the foregoing, an election to participate in each individual Benefit Plan shall be reinstated only to the extent that coverage under such Benefit Plan is reinstated.

ARTICLE III
CONTRIBUTIONS TO THE PLAN

Employer Contribution

The Employer may, in its discretion, make available to each Participant an Employer Contribution to be used for any Benefit under the Plan in an amount to be determined by the

Employer prior to the beginning of each Plan Year (or, if applicable, Coverage Year). Each Participant's Employer Contribution shall be available to purchase Benefits hereunder. The Employer's Contribution shall be made on a *pro rata* basis for each pay period of the Participant. If no Benefits are selected by the Employee, there shall be no Employer Contribution.

Salary Redirection

If a Participant's Employer Contribution is not sufficient to cover the cost of Benefits or Premium Expenses he or she elects pursuant to § 4.1, his or her Compensation will be reduced in an amount equal to the difference between the cost of Benefits he elected and the amount of Employer Contribution available to him or her. Such reduction shall be his or her Salary Redirection, which the Employer will use on his or her behalf, together with his or her Employer Contribution, to pay for the Benefits he or she elected. The amount of such Salary Redirection shall be specified in the Salary Reduction Agreement and shall be applicable for a Plan Year (or, if applicable, a Coverage Year). Notwithstanding the above, for new Participants, the Salary Reduction Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year (or, if applicable, the Coverage Year). These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year or Coverage Year, as applicable, subject to initial elections pursuant to Section 5.1, and prior to the end of the Election Period and shall be irrevocable for such Plan Year or Coverage Year. However, a Participant may revoke a Benefit election or a Salary Reduction Agreement after the Plan Year (or, if applicable, the Coverage Year) has commenced and make a new election with respect to the remainder of the Plan Year or Coverage Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a *pro rata* basis for each pay period during the Plan Year (or, if applicable, Coverage Year). All individual Salary Reduction Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

Application of Contributions

As soon as reasonably practical after each payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants.

Periodic Contributions

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and *pro rata* basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year (or, if applicable, Coverage Year) on a periodic basis that is not *pro rata* for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year (or Coverage Year, if applicable).

ARTICLE IV
BENEFITS

Benefit Plans

Each Participant may elect to receive full Compensation in cash, or may elect to have a portion of Compensation applied by the Employer toward the cost of one or more of the Benefit Plans listed in Appendix A. Participants may also choose to participate in the Eligible Opt-Out Arrangement.

Each Participant may elect to have a portion of his or her Salary Redirections contributed to a Health Savings Account, as defined in Code § 223. The amounts contributed shall be subject to the terms of the Health Savings Account as established.

Description of Benefits

Although the election to contribute to cost of coverage and/or benefits of one or more of the Benefit Plans described in § 4.1 may be made under this Plan, the actual coverage or benefits, shall be provided not by this Plan, but by the Benefit Plans described in § 4.1. The types and amounts of coverage or benefits available under each Benefit Plan described in § 4.1, the requirements for participating in such Benefit Plan, and the other terms and conditions of coverage or benefits under such Benefit Plan are as set forth from time to time in the documents relating to Benefit Plans described in § 4.1, or in any Insurance Contracts that may constitute (or are incorporated by reference in) certain of those Benefit Plans. The benefit descriptions in such plans and contracts, as in effect from time to time, are hereby incorporated by reference into this Plan.

Nondiscrimination Requirements

(a) Intent to be nondiscriminatory. It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code § 125.

(b) <u>25% concentration test</u>. It is the intent of this Plan not to provide qualified benefits as defined under Code § 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) <u>Adjustment to avoid test failure</u>. If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code § 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year (or, if applicable, Coverage Year) shall have his or her non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his or her non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among the elected Benefits.

ARTICLE V
PARTICIPANT ELECTIONS

Initial Elections

An Eligible Employee who meets the eligibility requirements of § 2.1 on the first day of, or (for any Employee who first becomes eligible) during, a Plan Year (or, as applicable, Coverage Year) may elect to participate in the Plan for all or the remainder of such Plan Year or Coverage Year by executing and providing an acceptable Salary Reduction Agreement to the Plan Administrator. However, any election shall not be effective until the first pay period following the date of the receipt and acceptance of the Salary Reduction Agreement by the Plan Administrator, and shall be applicable only toward the cost of benefits and/or coverage under the selected Benefit Plan(s) for the balance of the Plan Year (or, as applicable, Coverage Year) for which the election is made.

Subsequent Annual Elections

During the Election Period prior to each subsequent Plan Year (or, if applicable, Coverage Year), each Participant shall be given the opportunity to elect not to participate in the Plan. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who elected not to participate may elect to participate for the next Plan Year (or, if applicable, Coverage Year);

(b) A Participant may terminate his or her participation in the Plan by notifying the Administrator in writing during the Election Period that he or she does not want to participate in the Plan for the next Plan Year (or, if applicable, the next Coverage Year);

(c) An Employee who elects not to participate for the Plan Year or Coverage Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in § 5.4.

Failure to Elect

With regard to all Benefit Plans, any Participant who fails to complete a new benefit election form by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year or Coverage Year, as applicable. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit Plans.

Notwithstanding the foregoing, the Plan Administrator may determine and notify Participants, prior to an Election Period, of a different default election rule in the absence of affirmative elections.

Change in Status

(a) Change in status defined. Any Participant may change a Benefit election after the Plan Year or Coverage Year to which such election relates has commenced and make new elections with respect to the remainder of such Plan Year (or, if applicable, such Coverage Year) if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury from time to time, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code § 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election must be reported to the Administrator within thirty-one days of the change event, and shall become effective at such time as the Administrator shall prescribe, but not earlier than the date the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations or applicable guidance:

(1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;

(2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;

(3) Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code §105(b) and § 106, and IRS Notice 2010-38, shall qualify as a change in status.

(b) Special enrollment rights. Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year (or, if applicable, a Coverage Year) and make a new election that corresponds with the special enrollment rights provided in Code § 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code § 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code § 9801(f) to be retroactive.

(c) Qualified Medical Support Order. Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) Medicare or Medicaid. Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under § 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) Cost increase or decrease. If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year (or, if applicable, a Coverage Year), then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) Loss of coverage. If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year (or, if applicable, a Coverage Year), affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) Addition of a new benefit. If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) Loss of coverage under certain other plans. A Participant may make a prospective election change to add group health coverage for the Participant, the

Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) Change of coverage due to change under certain other plans. A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) Changes Permitted Pursuant to IRS Notice 2014-55. Pursuant to the guidance provided under IRS Notice 2014-55 (until superseding regulations are issued), and further subject to the Plan Administrator's approval, a Participant may change plan elections with respect to coverage under a Benefit that is a medical plan (excluding any plan exempt from HIPAA under current IRS guidance) on a prospective basis in either of the following two situations:

(1) The Participant's Hours Are Reduced Below 30 Hours Per Week. The Participant may revoke his/her medical plan election if:

(i) the Participant's regularly scheduled hours of service change from at least 30 hours per week to less than 30 hours per week; and

(ii) the revocation of coverage under the medical plan corresponds to the Participant's enrollment (and, if applicable, Spouse's and Dependents') in another plan that provides minimum essential coverage, and that coverage will be effective no later than the first day of the second month following the month in which the Employer's coverage is revoked.

(2) The Participant Is Eligible For And Enrolling in Marketplace Coverage. The Participant may revoke his/her medical plan election if:

(i) the Participant is eligible to enroll in a Qualified Health Plan (QHP) through the Marketplace either during a special enrollment period or during the Marketplace's annual Open Enrollment Period; and

(ii) the revocation of coverage under the medical plan corresponds to the Participant's (and Spouse's and Dependents', if applicable) intended enrollment in a QHP through a Marketplace for new coverage that will be effective no later than the day immediately following the last day that coverage under the Employer's medical plan is effective. The Plan Administrator may rely on the Participant's reasonable representation of the intent to enroll in the Marketplace; documentation of the enrollment need not be obtained from the Plan Administrator.

(k) Health Savings Account changes. With regard to an election to contribute to a Health Savings Account, a Participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code § 223 and the Treasury regulations thereunder.

ARTICLE VI
ELIGIBLE OPT-OUT ARRANGEMENT

6.1 Opt-Out Payments

If and only if Employer adopts and Opt-Out Payment option, Participants who are eligible under the terms of the Employer's medical plan may make an election under this Plan to waive such benefits in exchange for a taxable cash payment. The Opt-Out Payment or Payments provided under the Plan are intended to meet the requirements of an eligible opt-out arrangement under Proposed Treasury Regulation §1.36B-2(c)(3)(v)(A)(7)(ii).

6.2 Requirements for Opt-Out

In order for a Participant to be eligible for an Opt-Out Payment described in Section 6.1, the Participant must:

(a) Decline coverage under the Employer's medical plan;

(b) Provide reasonable evidence that the Participant and all other individuals for whom the Participant reasonably expects to claim an exemption for the Plan Year (the Employee's "**Expected Tax Family**") have or will have minimum essential coverage, other than individual market coverage, during the Plan Year to which the Opt-Out Payment applies. For this purpose, reasonable evidence of alternate coverage may include an attestation from the Participant that the Participant and all members of the Employee's Expected Tax Family have or will have minimum essential coverage, other than individual coverage, for the Plan Year in which the Opt-Out Payment is offered.

6.3 Ineligibility for Opt-Out Payment

No Opt-Out Payment will be made under this Plan if the Employer determines or has reason to determine that the Employee or member of the Employee's Expected Tax Family does not or will not have the coverage required under 6.2(b).

6.4 Annual Attestation Required

In order for a Participant to remain eligible for an Opt-Out Payment with respect to any new Plan year, the Participant must again satisfy the requirements of Section 6.2 no earlier than reasonably in advance of or just after the start of the new Plan Year, such as during the Employer's open enrollment period or just after the period of coverage begins.

ARTICLE VII
STATEMENT AS TO ACA STATUS

Employer, as of the Effective Date of this Plan Document, is not an Applicable Large Employer (ALE) under the 2010 Affordable Care Act. Therefore, unless and until that status changes, Employer shall not be bound by any provisions within the ACA which apply only to ALEs. This Plan Document complies with all applicable IRS regulations regarding discriminatory classifications because any distinctions are based upon bona fide employment-based classifications including full or part-time status.

ARTICLE VIII
ERISA

8.1 **Exempt from ERISA**

(a) It is the intention of the Employer that the Plan be exempt from the requirements of ERISA.

ARTICLE IX ADMINISTRATION

Plan Administration

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person or entity, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person or entity so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Act, the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconciles any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

(a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;

(b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;

(d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;

(e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;

(f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan; and

(g) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code § 125 and the Treasury regulations thereunder.

Examination of Records

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

Payment of Expenses

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

Insurance Control Clause

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third-party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates. Except to the extent that the Employer has chosen to self-insure a Benefit Plan, all benefits shall be limited to those actually provided by the Insurer under the applicable agreement.

Indemnification of Administrator

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE X
AMENDMENT OR TERMINATION OF PLAN

Amendment

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

Termination

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Contract shall be paid in accordance with the terms of the Contract.

ARTICLE XI
MISCELLANEOUS

Plan Interpretation

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in § 9.11.

Gender and Number

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

Written Document

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code § 125 and any Treasury regulations thereunder relating to cafeteria plans.

Exclusive Benefit

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

Participant's Rights

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 **Non-assignability of Rights**

The right of any Participant to receive any reimbursement under the Plan shall not be alienable by the Participant by assignment or any other method, and shall not be subject to the rights of creditors, and any attempt to cause such right to be so subjected shall not be recognized, except to such extent as may be required by law.

Action by the Employer

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

No Guarantee of Tax Consequences

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

Indemnification of Employer by Participants

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

Funding

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer until the Premium Expense required under the Plan has been paid. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

Governing Law

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Florida.

Severability

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

Captions

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

Family and Medical Leave Act (FMLA)

Notwithstanding anything in the Plan to the contrary, pursuant to 29 C.F.R. § 825.108(d) and 29 C.F.R. § 825.110(a)(3), Employees of Employer are not Covered Employees under the Family Medical Leave Act (FMLA). However, in the event the Employer hires such number of employees as to allow Employees to be Covered Employees, such that any benefit under this Plan becomes subject to the requirements of the FMLA and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

Uniformed Services Employment and Reemployment Rights Act (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

Appendix A

Benefit Plans*

(effective January 1, 2026)

- **Health Insurance**
- **Dental Benefit**
- **Vision Benefit**
- **Basic Life Insurance**
- **Accidental Death & Dismemberment**

Employee Classifications

- **Class I: Employees regularly working 30 or more hours per week are eligible to participate in all Benefits with Employer Contribution established by Employer.**

- **Class II: Employees regularly working 25–29 hours per week are eligible to participate in all Benefits but at their own cost and with no Employer Contribution, except for Basic Live and Accidental Death & Dismemberment which are paid fully by Employer.**

- **Class III: All other Employees are not Eligible Employees.**

*This Appendix A may be updated and replaced as necessary to reflect the Benefit Options currently offered under the Plan.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 4, 2026

Agenda Item:

Second Reading of Ordinance No. 2025-17 adopting revisions to the Land Development Code regarding landscaping requirements and expiration of development orders. (Continued from January 21, 2026 Village Council meeting)

Motion to adopt Ordinance No. 2025-17 with revisions per Village Council direction on January 21, 2026.

Description: The public hearing for this ordinance was continued to the February 4th Village Council meeting to revise the ordinance as a result of Council discussion on January 21st.

There was no public comment at the January 21st meeting, but Council did consider the comments from the Planning, Zoning, and Design Board made at their meeting on January 13th.

The proposed revisions to the original draft are highlighted in yellow on the attached Ordinance (pages 1 and 2, Section 5-414 A. and E.)

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"), 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 with revisions per Council direction on January 21, 2026.

Process and Timeline:

- Village Council 1st Reading — December 17, 2025
- Planning, Zoning, and Design Board — January 13, 2026
- Village Council 2nd Reading — January 21, 2026
- Village Council Continued 2nd Reading — February 4, 2026

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, revised to show revisions highlighted in yellow

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, after engaging in any land clearing, infrastructure, or construction on the parcel, to maintain active construction of the approved project, 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 months.

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 ~~A~~ development order shall automatically expire if the development authorized by the development order is not constructed or substantially commenced within two ~~five~~ 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 ~~five~~ years, or unless an extension of this time period is authorized by the Director~~PZDB~~. Two one~~two~~-year extensions may be granted by the Director provided the extension is requested in writing demonstrating good cause prior to the expiration of the development order ~~and complies with other application requirements in the Administrative Manual~~.

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. ~~If all applicable state and federal permits and approvals have been obtained, t~~The issuance of a development order shall constitute village ~~be~~ 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 ~~Site development activities shall~~ not conditioned on an applicant's receipt of any ~~occur before all~~ applicable state and federal permits, and the village shall have no liability for development activities conducted prior to the applicant having~~e been~~ 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

      ~~iv.~~ v. Be the result of a violation revealed during final inspection.

~~(c)Are not 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 ~~three~~ years after the date of the approval.

Section 4. <u>Effective Date of Enforcement</u>. 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 <u>**underlined**</u> 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 **4th day of February, 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

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 4, 2026

Agenda Item:

Village of Estero Water Monitoring Update

Description:

The Village has been monitoring water quality within the Estero River and Halfway Creek since 2020.

Village Staff will provide an update on the water monitoring program results.

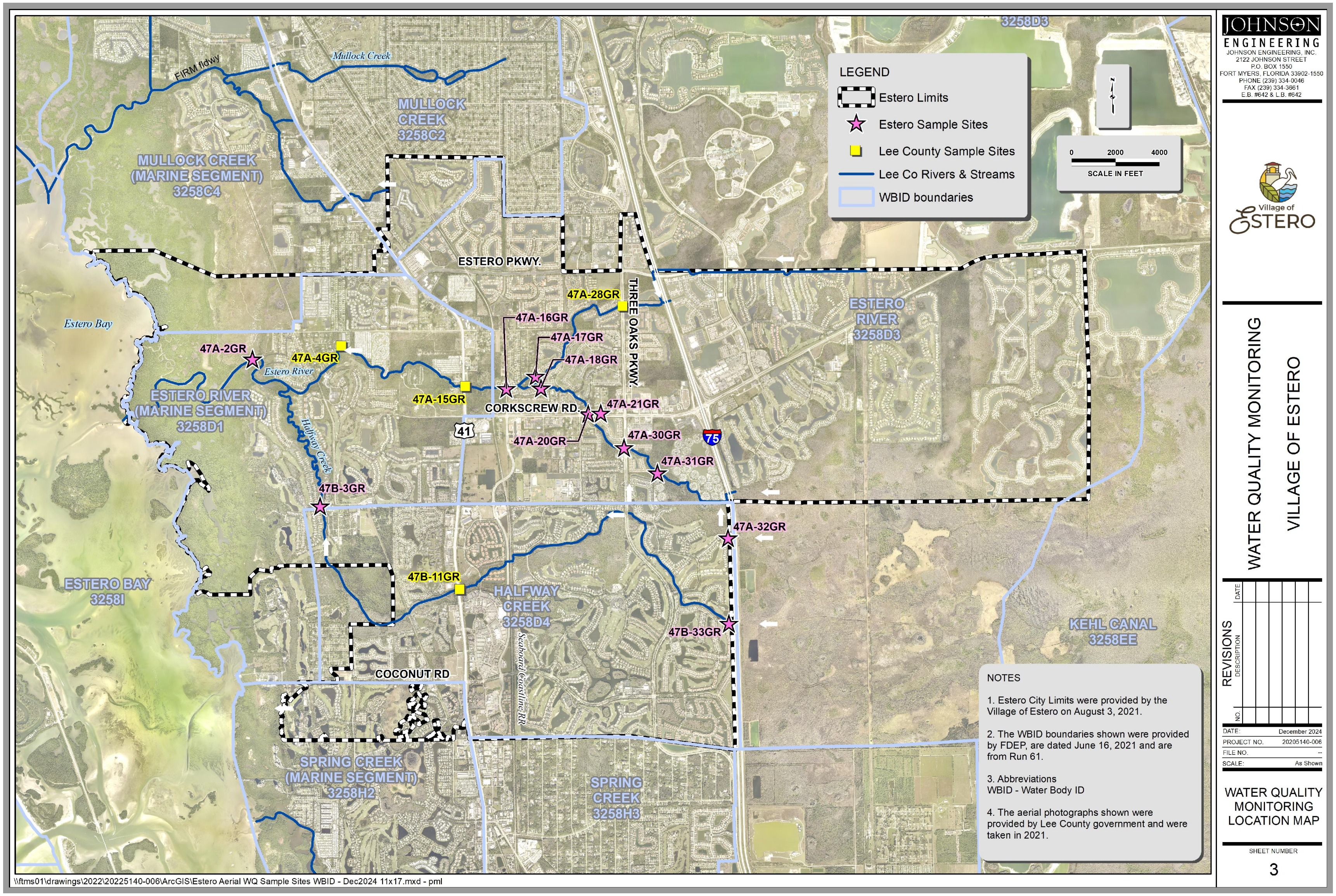
Financial Impact:

There is no financial impact related to this workshop item.

Prepared by: David Willems, P.E.

Attachments:

1. Water Quality Monitoring Location Map
2. Council Presentation


LEGEND
Estero Limits
Estero Sample Sites
Lee County Sample Sites
Lee Co Rivers & Streams
WBID boundaries
0 2000 4000
SCALE IN FEET
MULLOCK CREEK 3258C2
MULLOCK CREEK (MARINE SEGMENT) 3258C4
Mullock Creek
FIRM fldwy
3258D3
ESTERO PKWY.
THREE OAKS PKWY.
CORKSCREW RD.
COCONUT RD
Estero Bay
Estero River
Halfway Creek
Seaboard Coastline RR
ESTERO RIVER 3258D3
ESTERO RIVER (MARINE SEGMENT) 3258D1
ESTERO BAY 3258I
HALFWAY CREEK 3258D4
KEHL CANAL 3258EE
SPRING CREEK (MARINE SEGMENT) 3258H2
SPRING CREEK 3258H3
47A-2GR
47A-4GR
47A-15GR
47A-16GR
47A-17GR
47A-18GR
47A-20GR
47A-21GR
47A-28GR
47A-30GR
47A-31GR
47A-32GR
47B-3GR
47B-11GR
47B-33GR
41
75
NOTES
1. Estero City Limits were provided by the Village of Estero on August 3, 2021.
2. The WBID boundaries shown were provided by FDEP, are dated June 16, 2021 and are from Run 61.
3. Abbreviations
WBID - Water Body ID
4. The aerial photographs shown were provided by Lee County government and were taken in 2021.
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642
Village of ESTERO
WATER QUALITY MONITORING
VILLAGE OF ESTERO
REVISIONS
NO.
DESCRIPTION
DATE
DATE: December 2024
PROJECT NO. 20205140-006
FILE NO. --
SCALE: As Shown
WATER QUALITY MONITORING LOCATION MAP
SHEET NUMBER
3
\\ftms01\drawings\2022\20225140-006\ArcGIS\Estero Aerial WQ Sample Sites WBID - Dec2024 11x17.mxd - pml

Village of ESTERO

Estero Water Monitoring

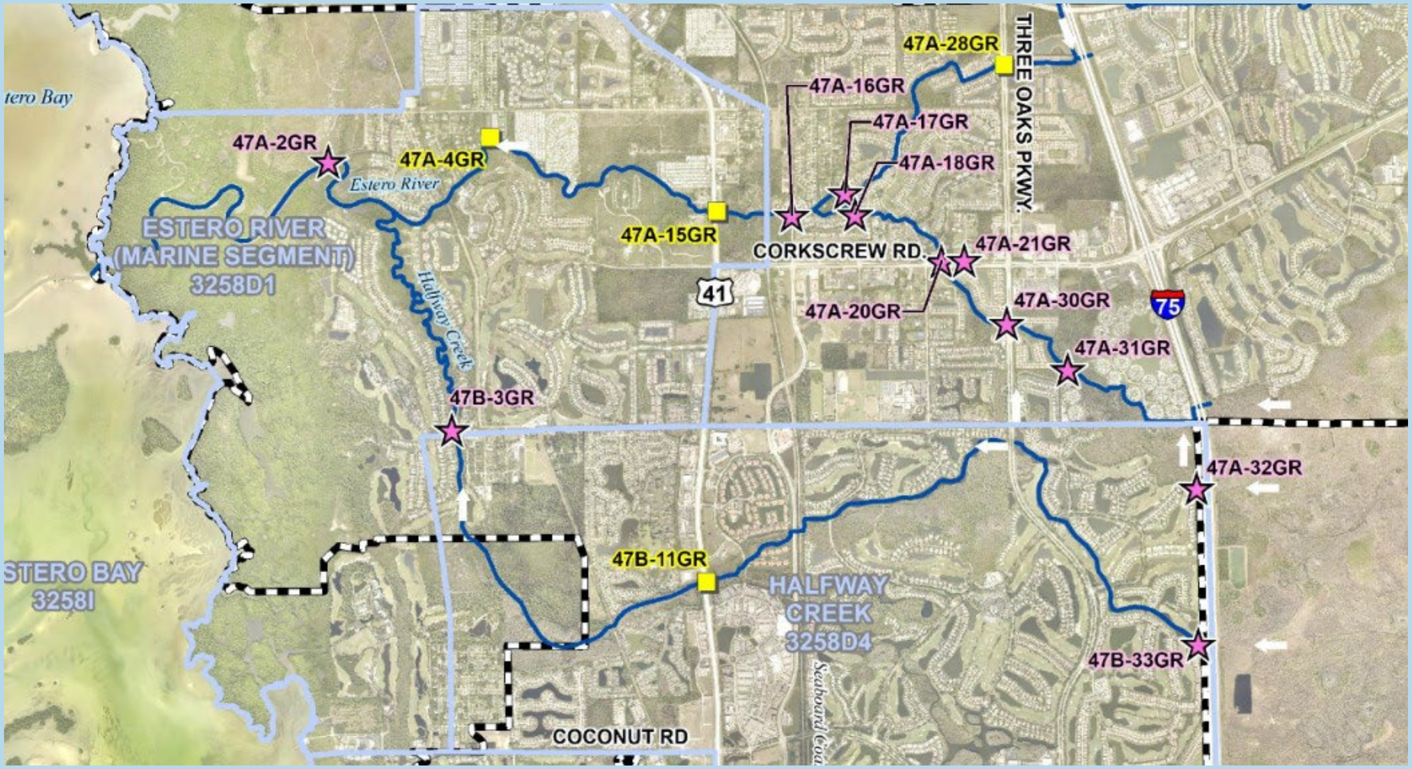
Program Update

David Willems, P.E.

Slide 1

Village of ESTERO

Water Quality Locations



Slide 2

Village of ESTERO

Water Quality Parameters

Ammonia Nitrogen	Chloride
Total Organic Nitrogen	E-Coli Bacteria
Nitrate + Nitrite	Enterococci Bacteria
Total Kjeldahl Nitrogen	Copper
Total Nitrogen	Iron
Total Phosphorus	Total Hardness
Biochemical Oxygen Demand	Total Organic Carbon

Slide 3

Village of ESTERO

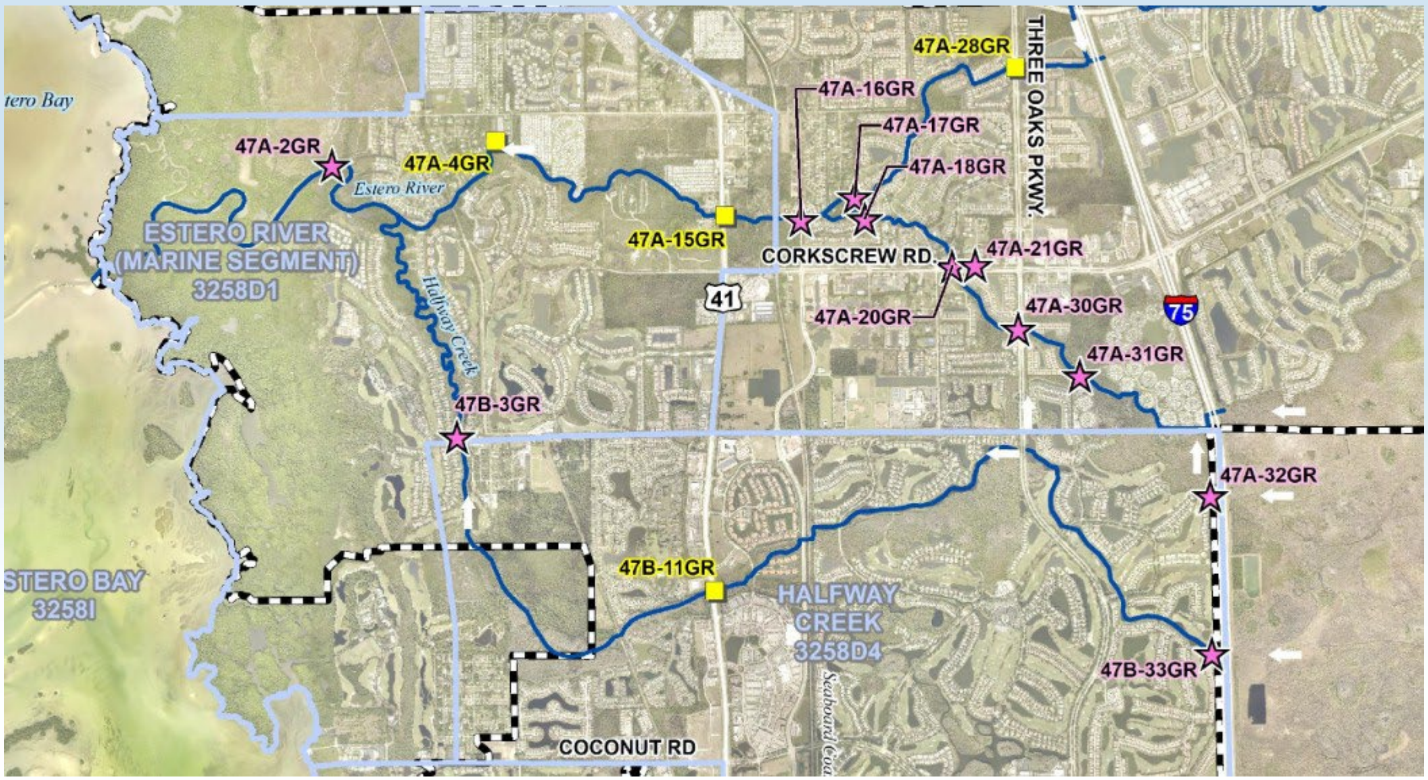
Water Quality Parameters

Ammonia Nitrogen	Chloride
Total Organic Nitrogen	E-Coli Bacteria
Nitrate + Nitrite	Enterococci Bacteria
Total Kjeldahl Nitrogen	Copper
Total Nitrogen	Iron
Total Phosphorus	Total Hardness
Biochemical Oxygen Demand	Total Organic Carbon

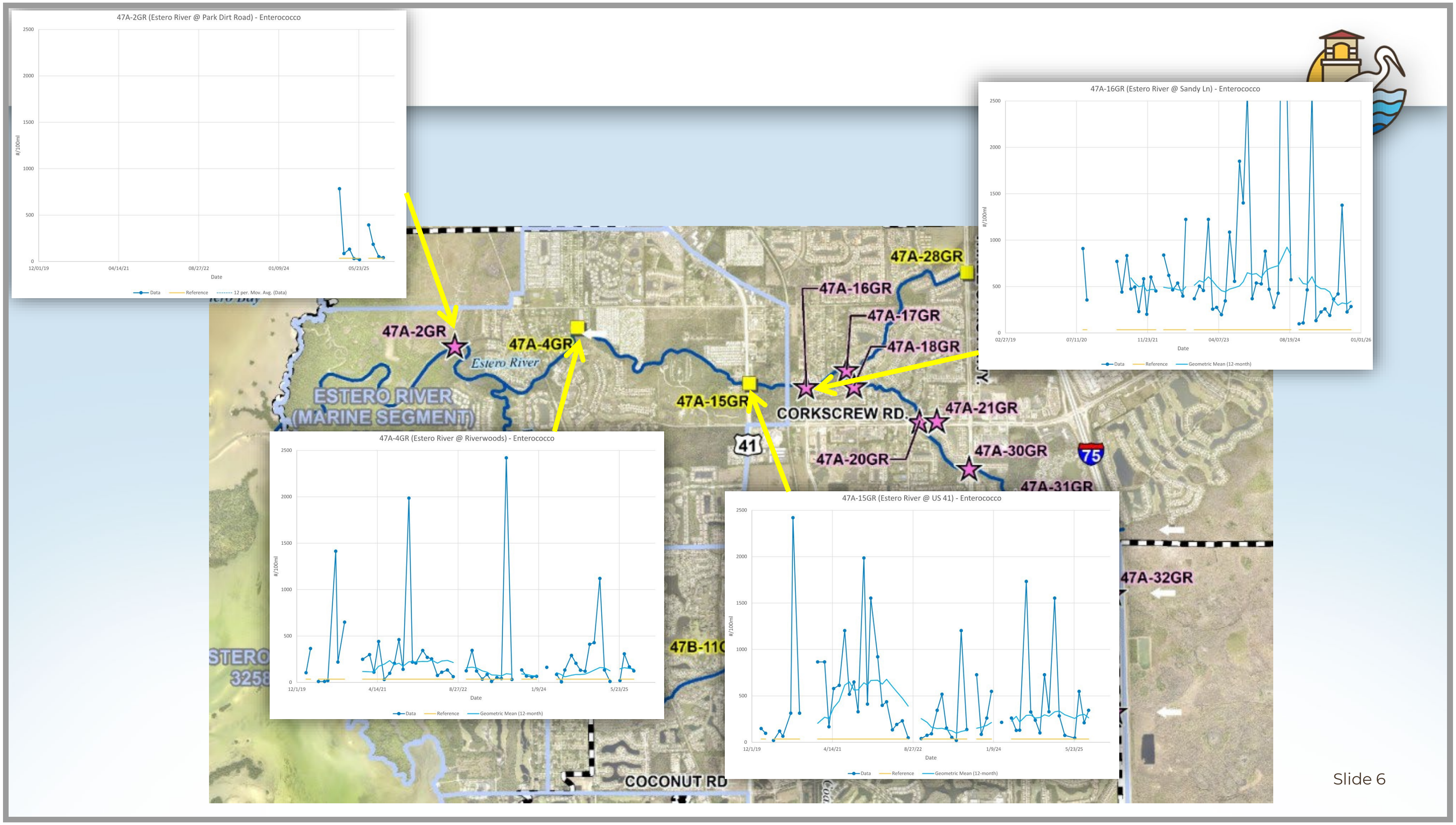
Slide 4

Village of ESTERO

Entero. Bacteria – Estero River



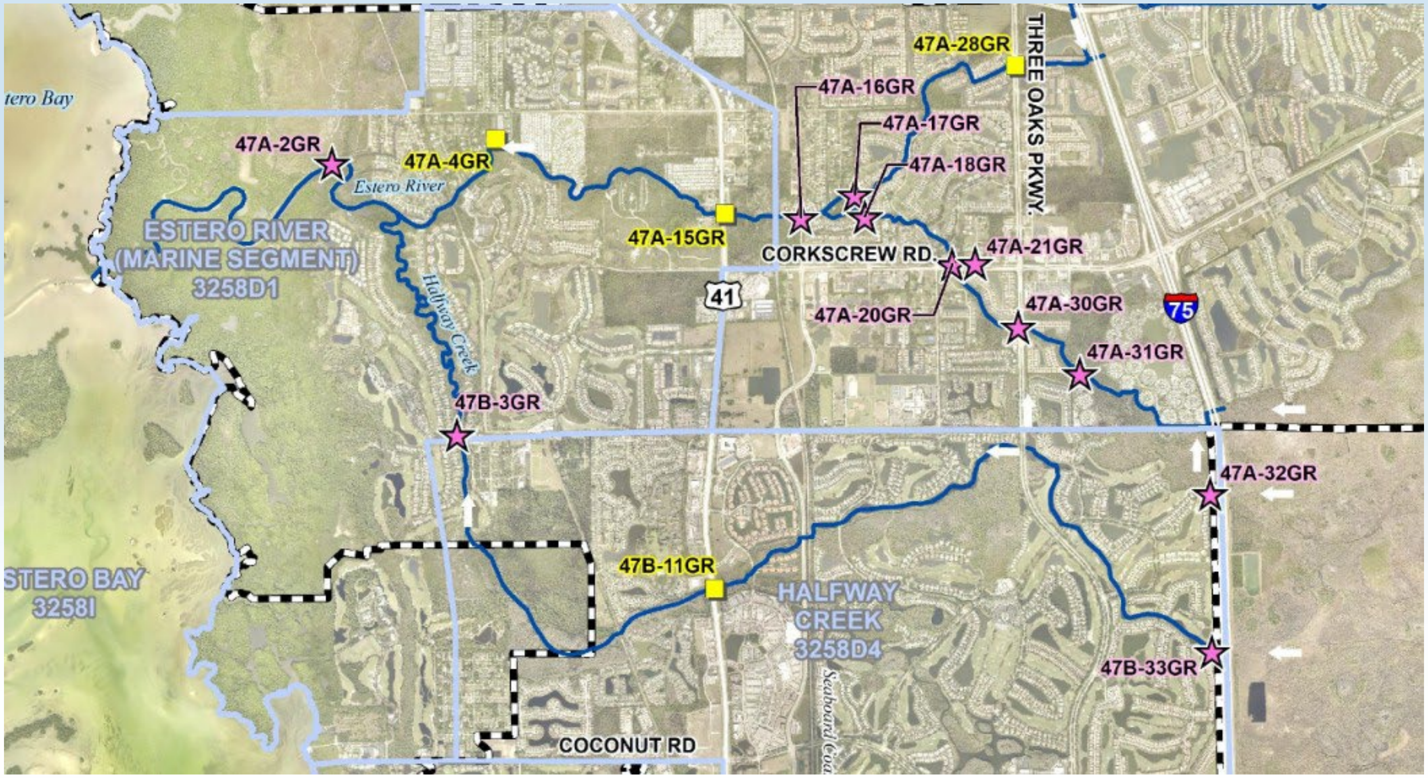
Slide 5



47A-2GR (Estero River @ Park Dirt Road) - Enterococco
47A-16GR (Estero River @ Sandy Ln) - Enterococco
47A-4GR (Estero River @ Riverwoods) - Enterococco
47A-15GR (Estero River @ US 41) - Enterococco
47A-28GR
47A-16GR
47A-17GR
47A-18GR
47A-2GR
47A-4GR
Estero River
ESTERO RIVER (MARINE SEGMENT)
47A-15GR
CORKSCREW RD.
47A-21GR
47A-20GR
47A-30GR
47A-31GR
47A-32GR
47B-11G
COCONUT RD
41
75
Slide 6

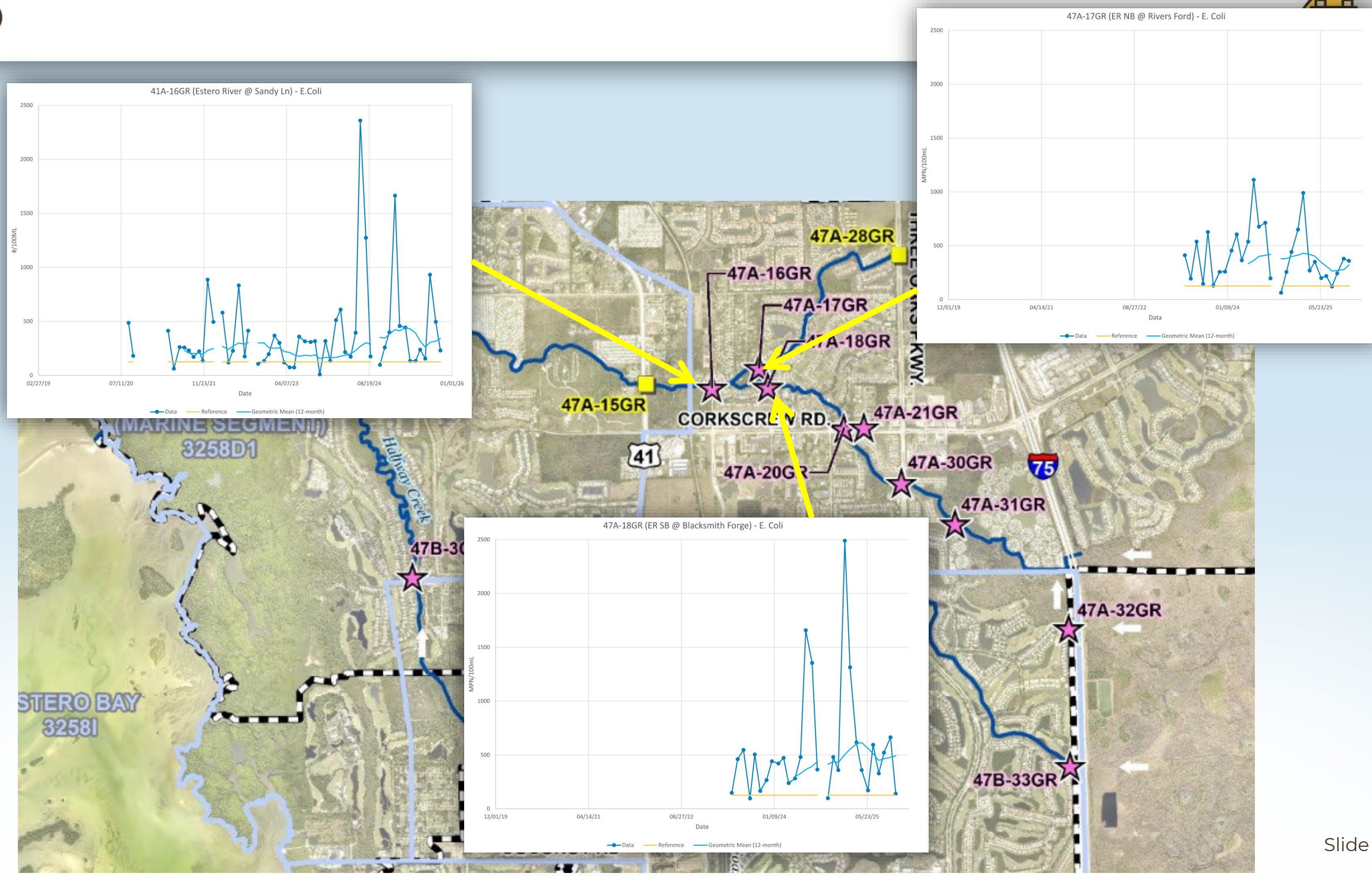
Village of ESTERO

E. Coli Bacteria-Estero River



Slide 7

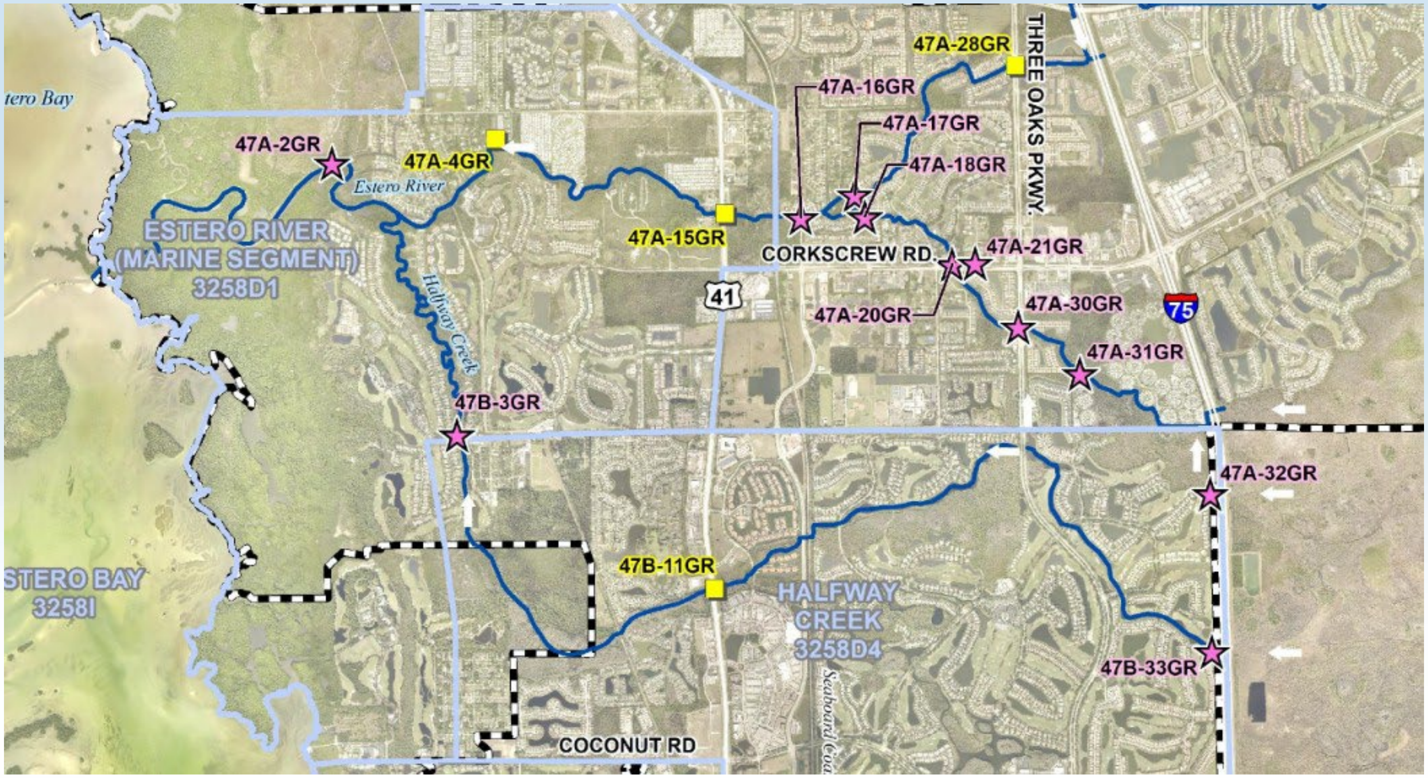
Village of ESTERO



Slide 8

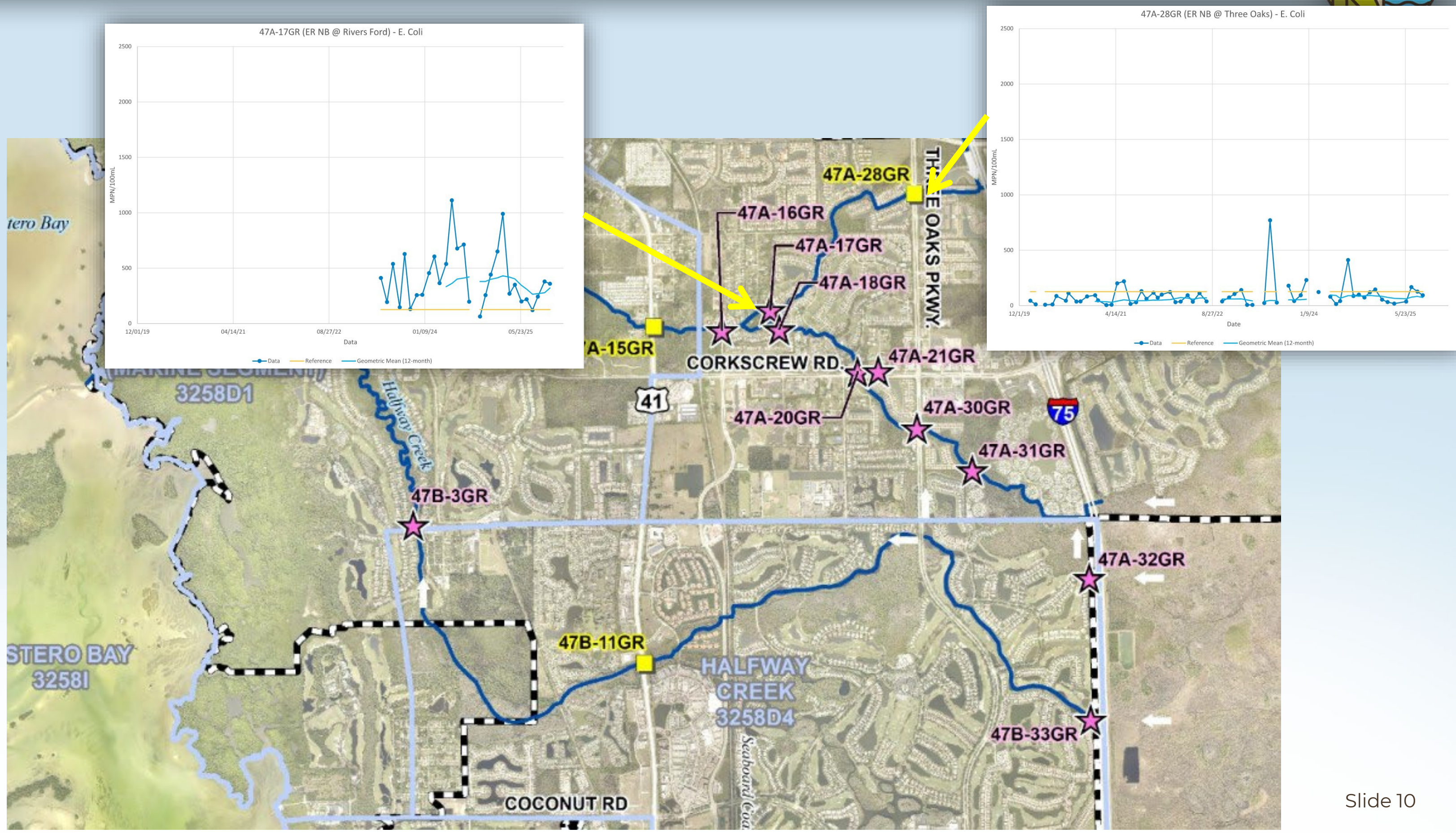
Village of ESTERO

E. Coli Bacteria-Estero River N



Slide 9

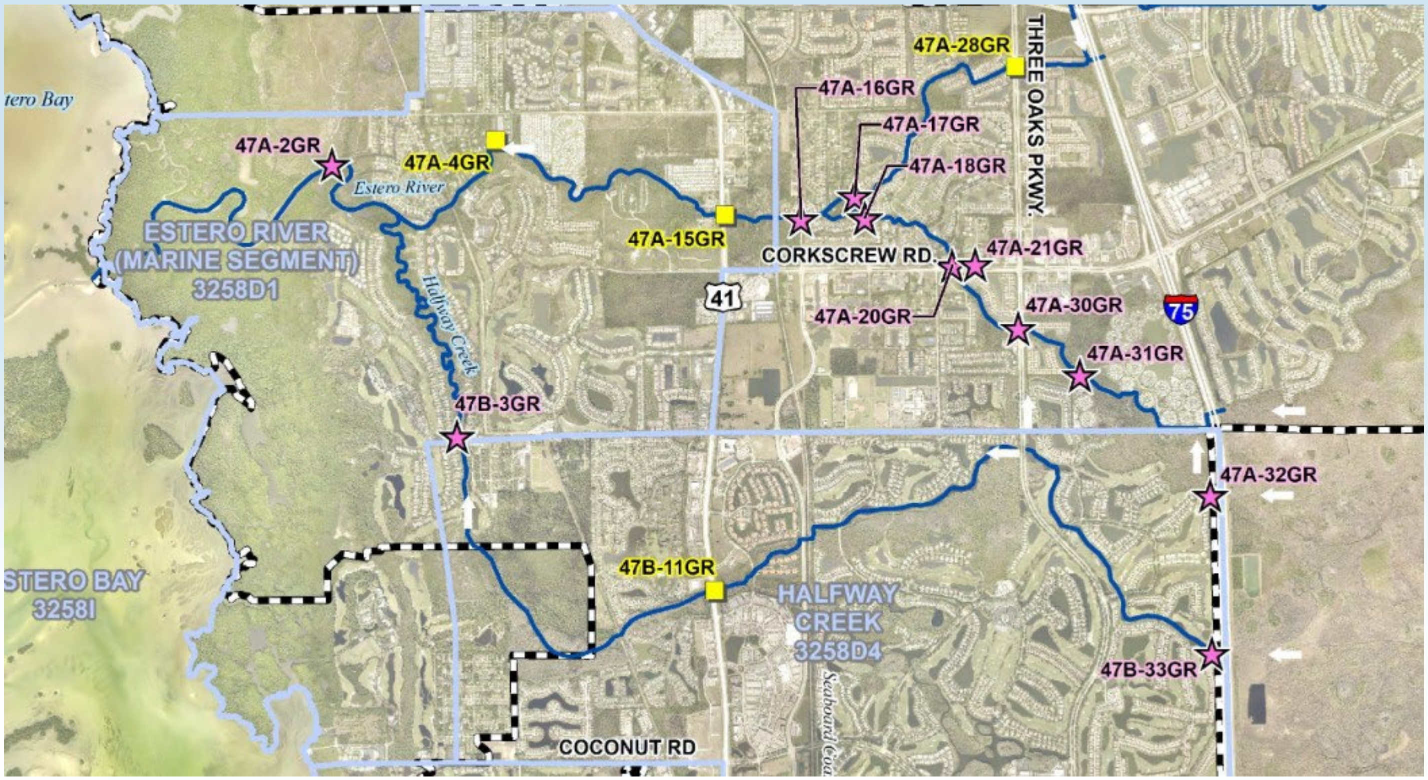
Village of ESTERO



Slide 10

Village of ESTERO

E. Coli Bacteria-Estero River S



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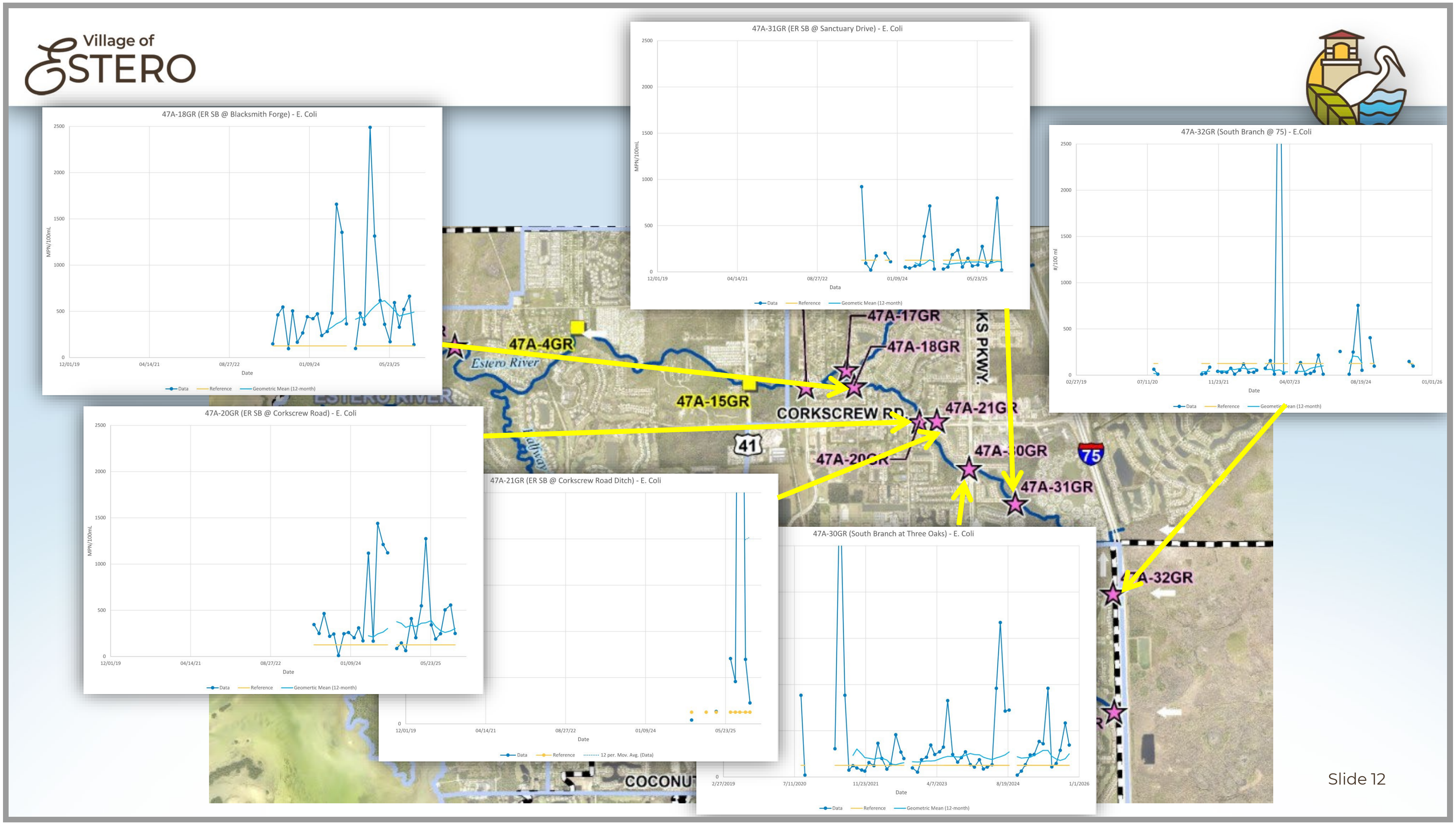
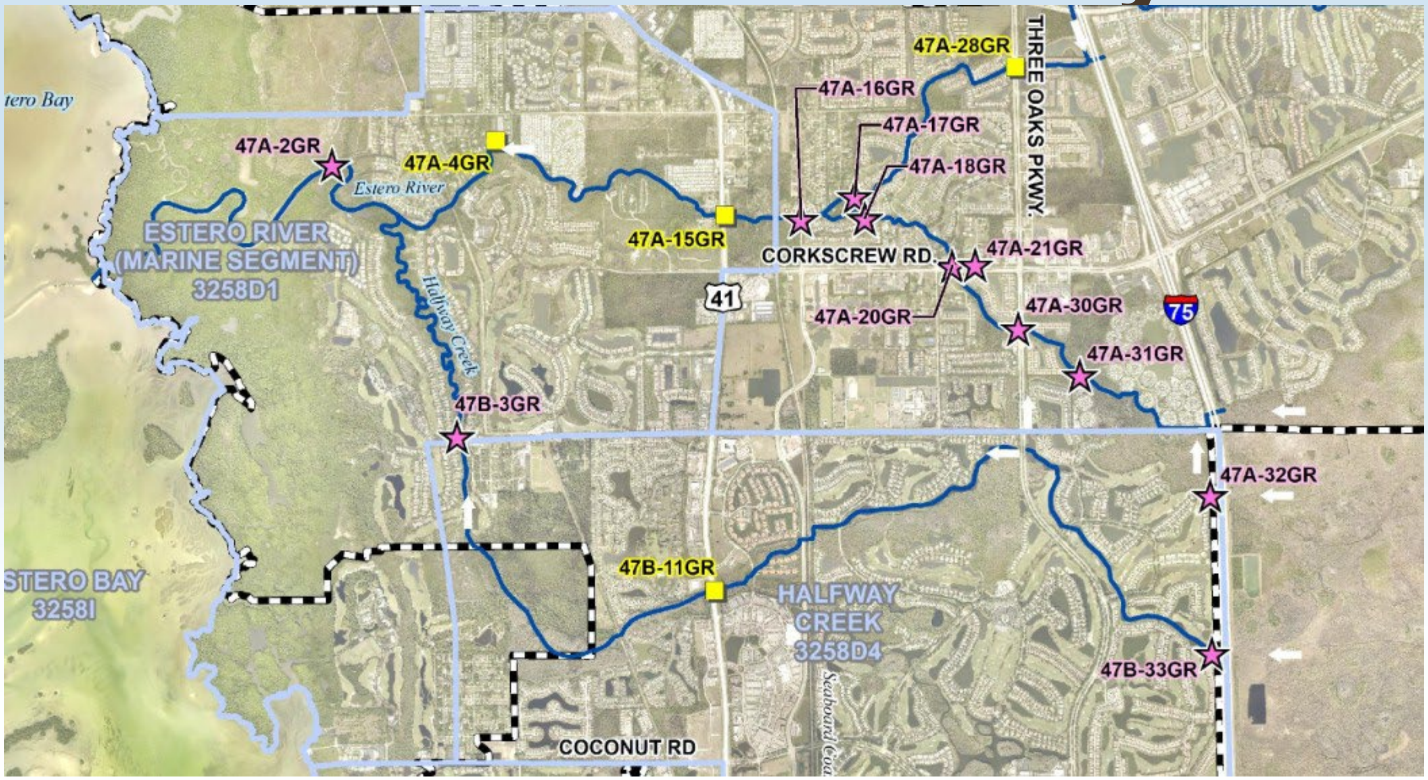


Village of ESTERO
47A-18GR (ER SB @ Blacksmith Forge) - E. Coli
47A-31GR (ER SB @ Sanctuary Drive) - E. Coli
47A-32GR (South Branch @ 75) - E.Coli
47A-20GR (ER SB @ Corkscrew Road) - E. Coli
47A-21GR (ER SB @ Corkscrew Road Ditch) - E. Coli
47A-30GR (South Branch at Three Oaks) - E. Coli
Data
Reference
Geometric Mean (12-month)
12 per. Mov. Avg. (Data)
Date
MPN/100mL
47A-4GR
47A-15GR
47A-17GR
47A-18GR
47A-21GR
47A-20GR
47A-30GR
47A-31GR
CORKSCREW RD
Estero River
41
75
COCONUT
Slide 12

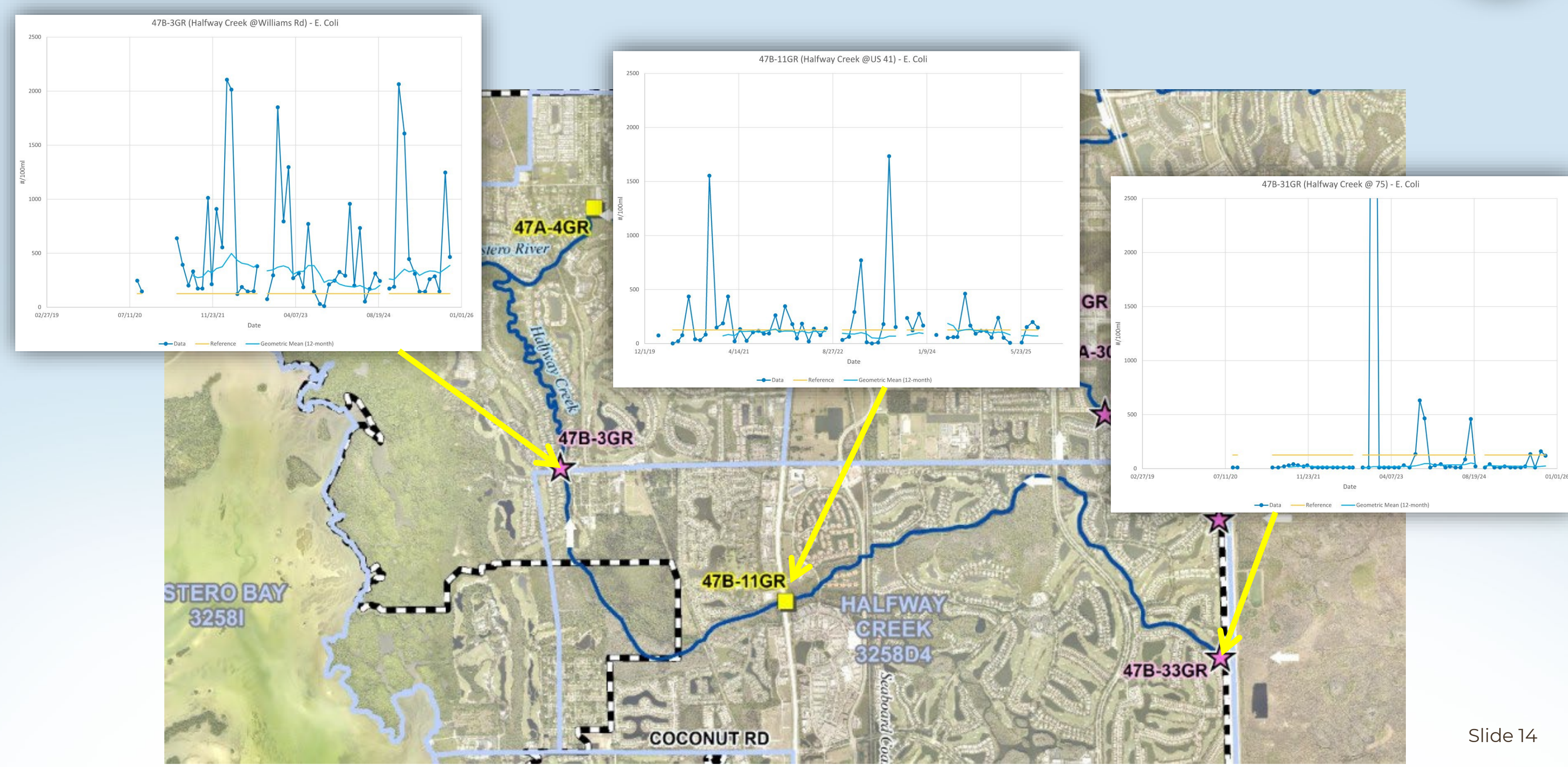
Village of ESTERO

E. Coli Bacteria-Halfway Creek



Slide 13

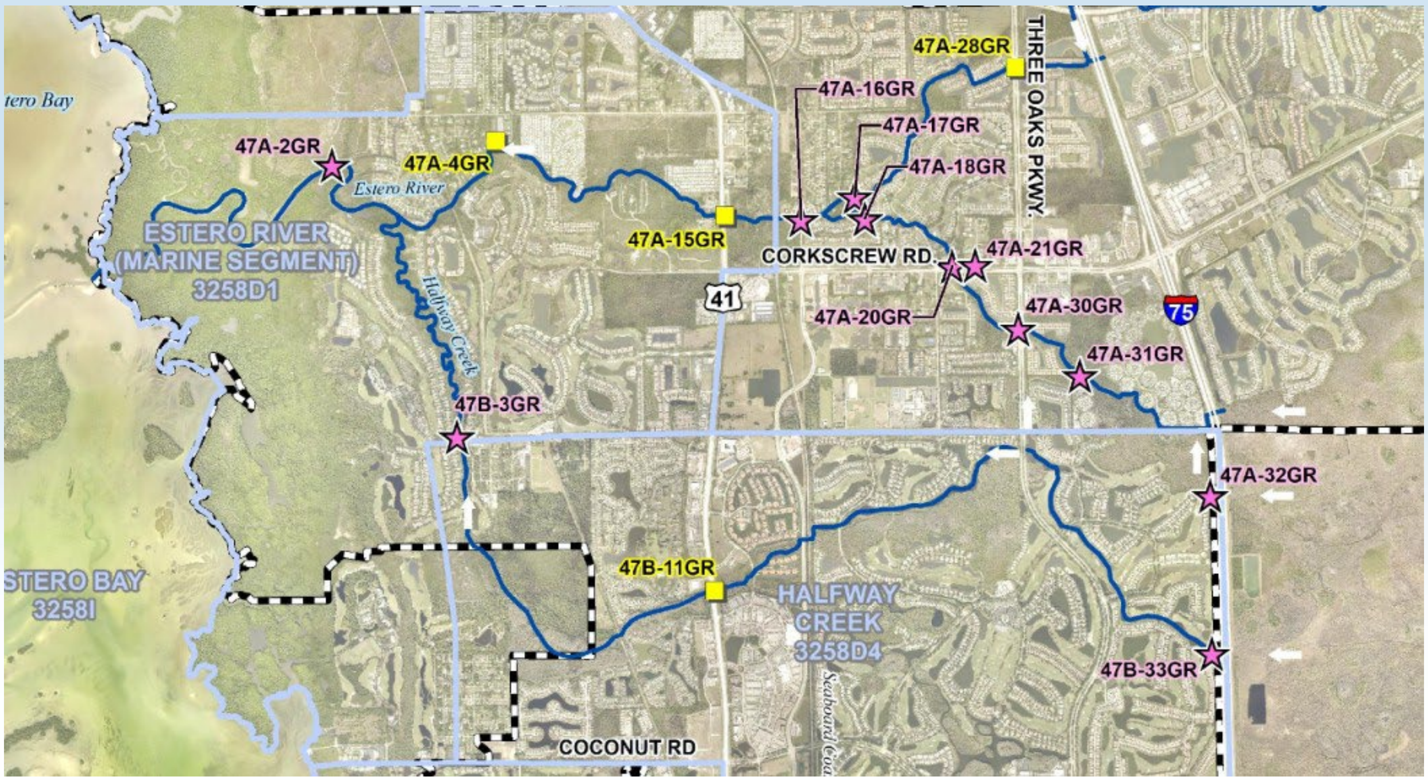
Village of ESTERO



Slide 14

Village of ESTERO

TN – Estero River



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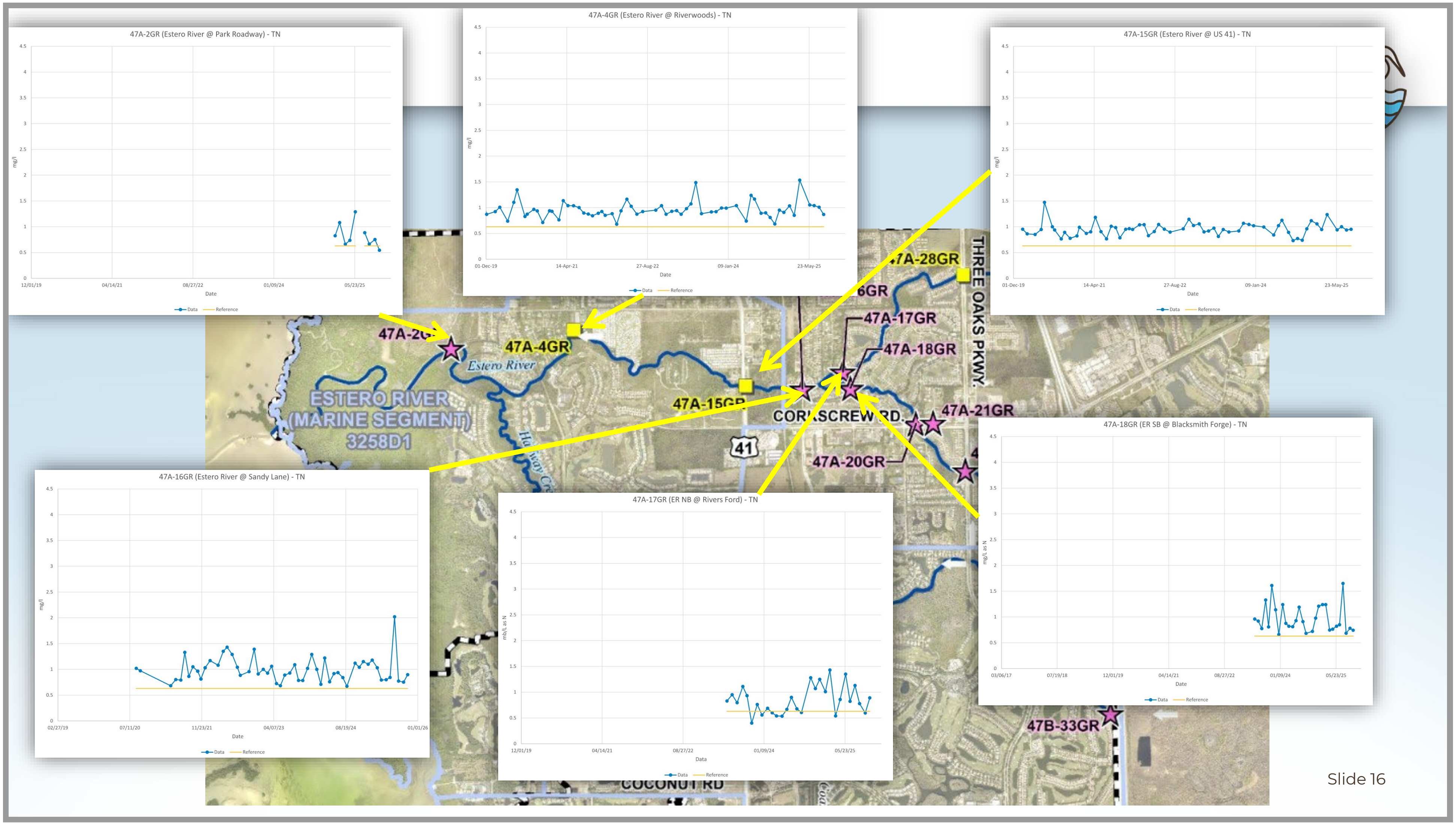
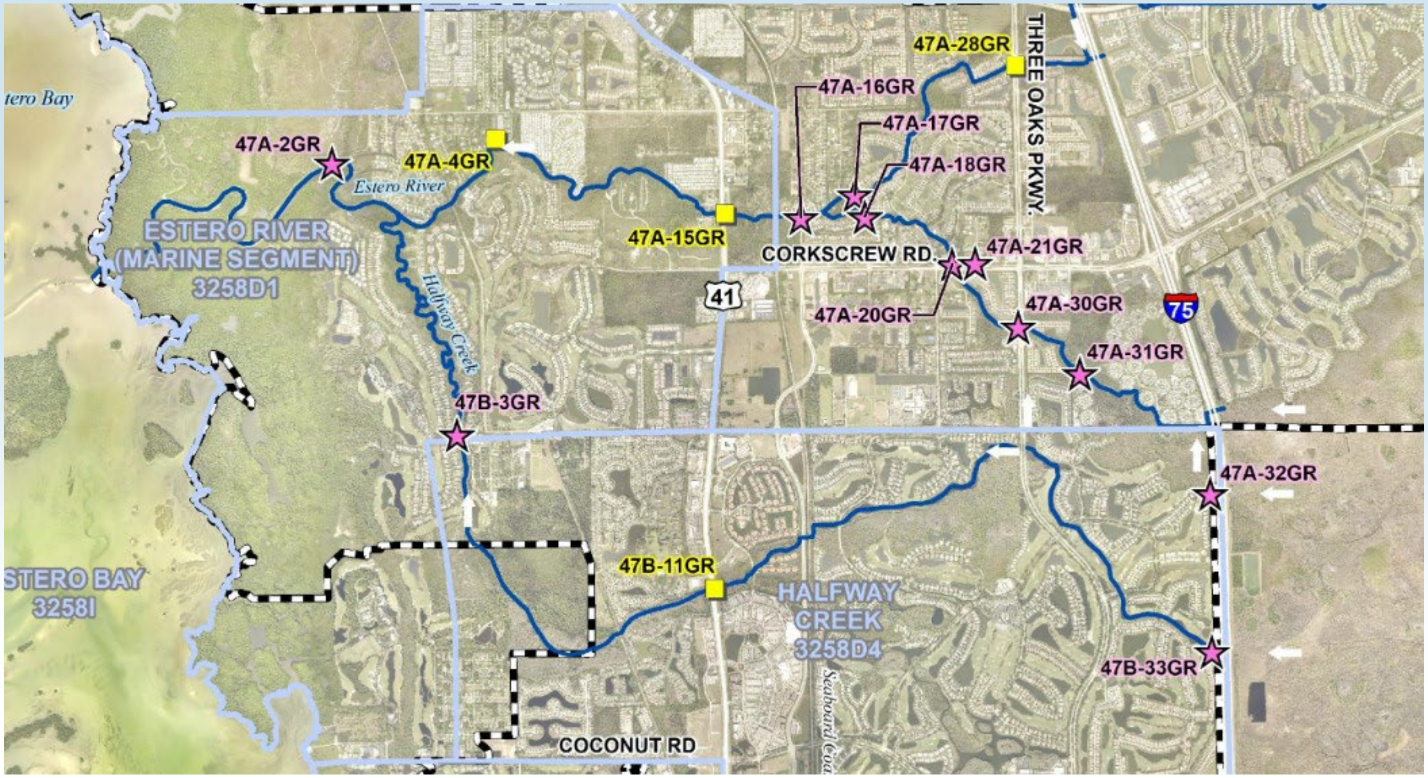


47A-2GR (Estero River @ Park Roadway) - TN
47A-4GR (Estero River @ Riverwoods) - TN
47A-15GR (Estero River @ US 41) - TN
47A-16GR (Estero River @ Sandy Lane) - TN
47A-17GR (ER NB @ Rivers Ford) - TN
47A-18GR (ER SB @ Blacksmith Forge) - TN
Data
Reference
Date
47A-4GR
Estero River
ESTERO RIVER
(MARINE SEGMENT)
3258D1
47A-28GR
47A-17GR
47A-18GR
THREE OAKS PKWY.
CORKSCREW RD.
47A-21GR
47A-20GR
41
47B-33GR
Slide 16

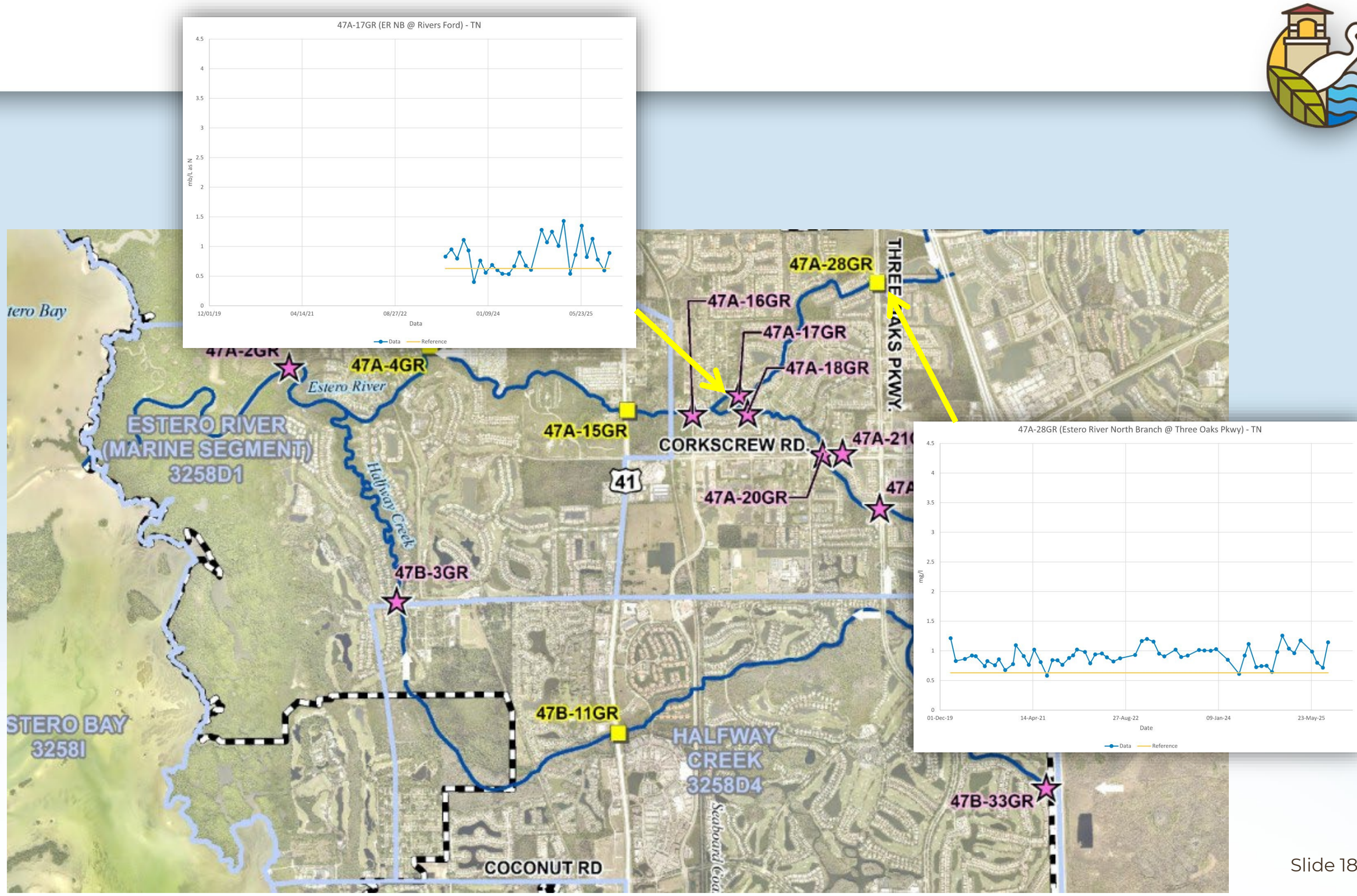
Village of ESTERO

TN Estero River N



Slide 17

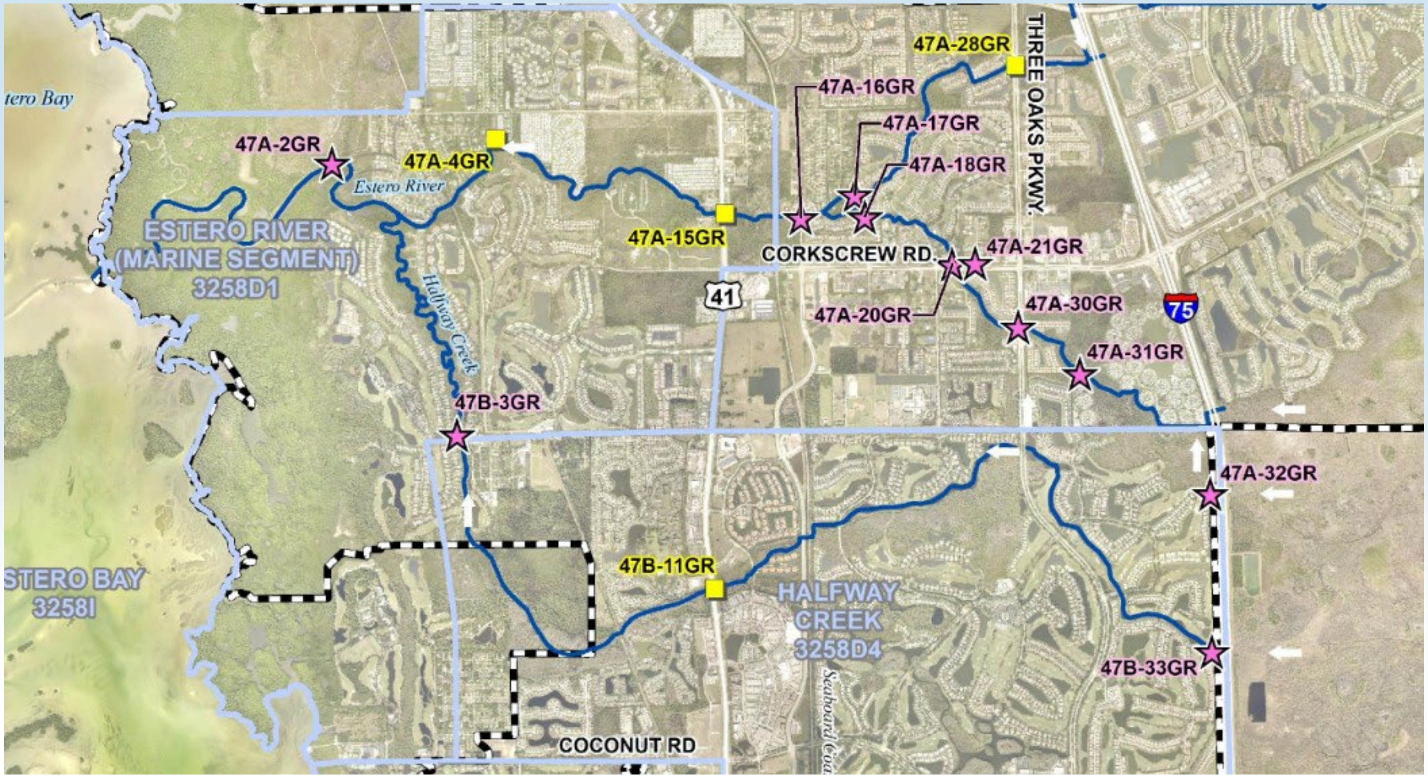
Village of ESTERO



Slide 18

Village of ESTERO

TN Estero River S



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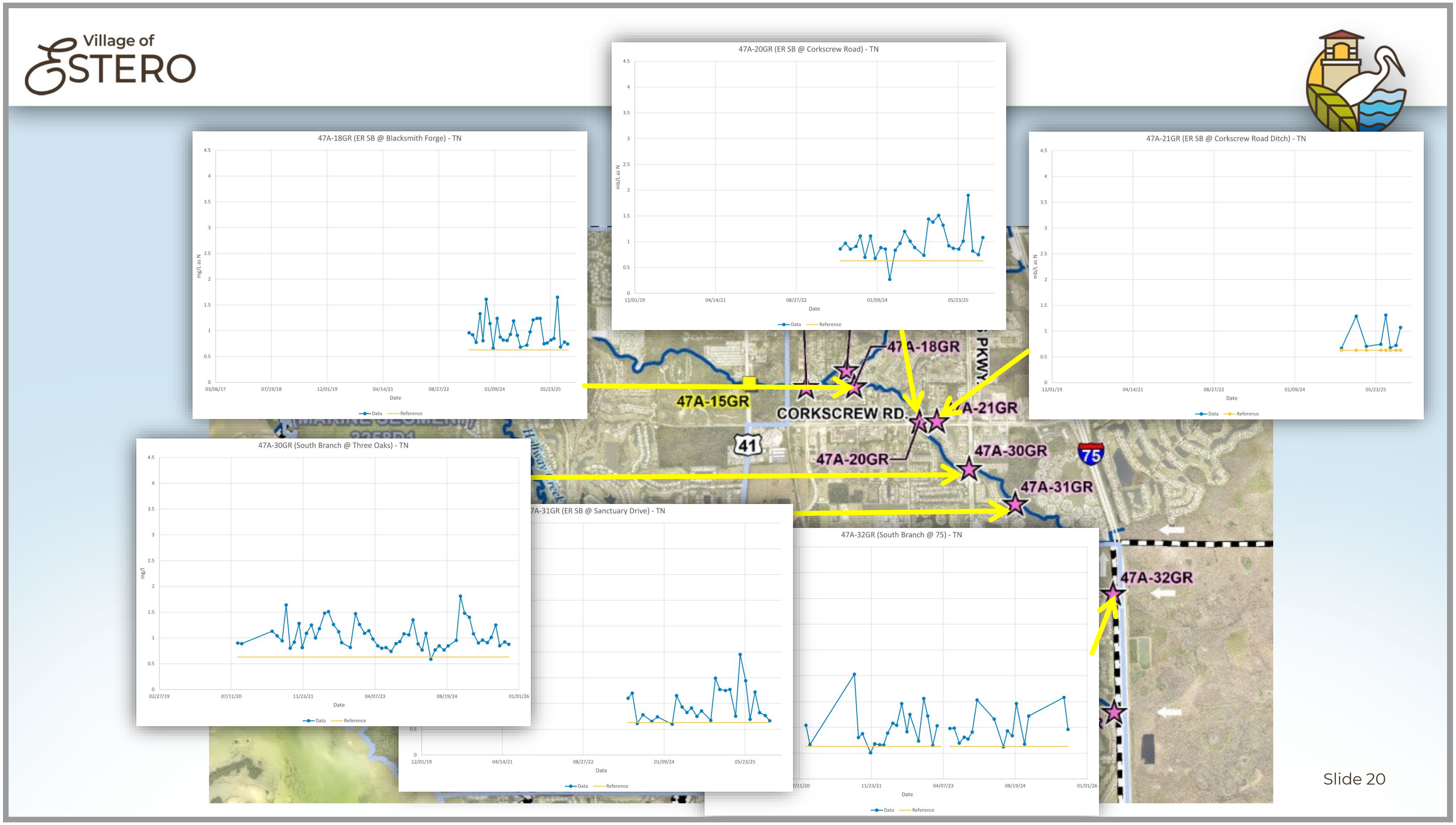
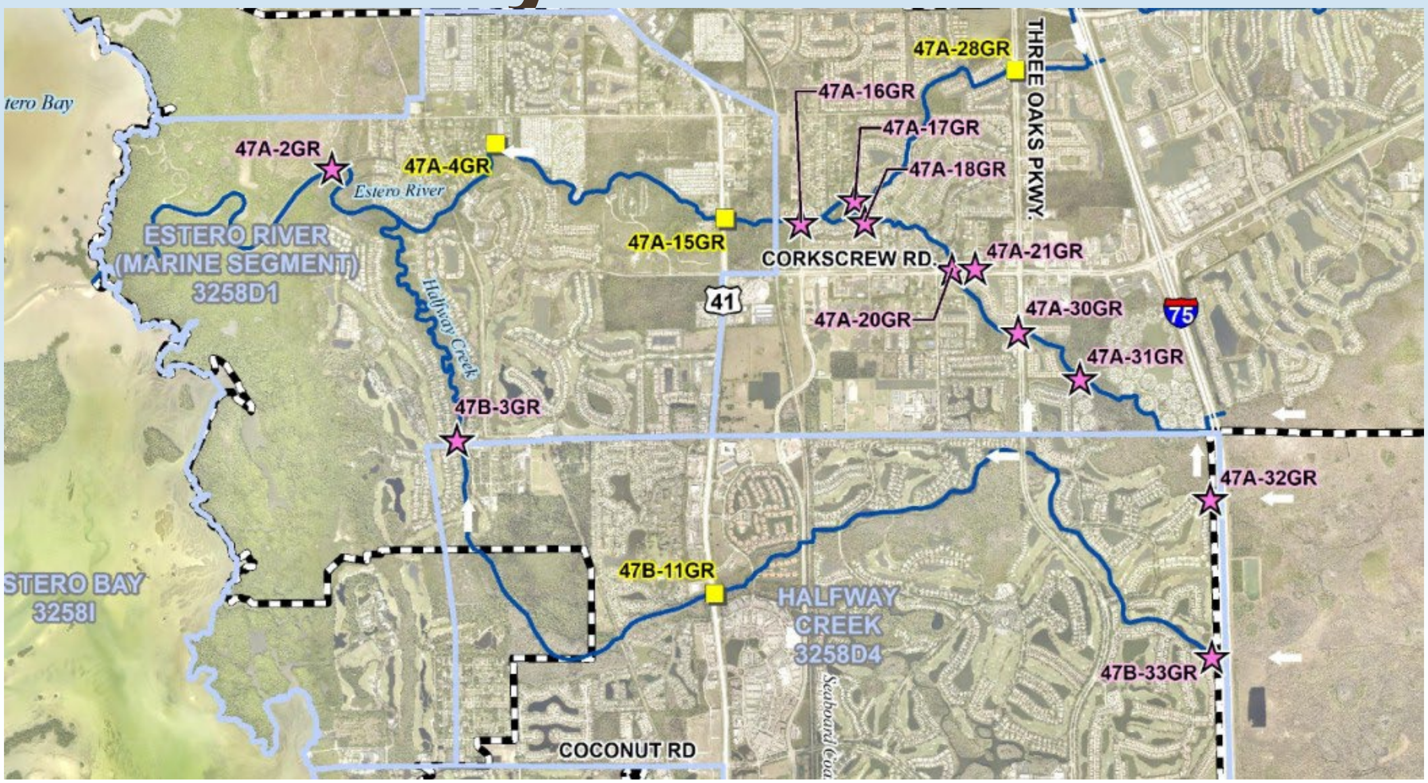

Village of
ESTERO
47A-20GR (ER SB @ Corkscrew Road) - TN
47A-18GR (ER SB @ Blacksmith Forge) - TN
47A-21GR (ER SB @ Corkscrew Road Ditch) - TN
47A-30GR (South Branch @ Three Oaks) - TN
7A-31GR (ER SB @ Sanctuary Drive) - TN
47A-32GR (South Branch @ 75) - TN
Date
Data
Reference
47A-15GR
47A-18GR
CORKSCREW RD.
A-21GR
47A-20GR
47A-30GR
47A-31GR
47A-32GR
41
75
Slide 20

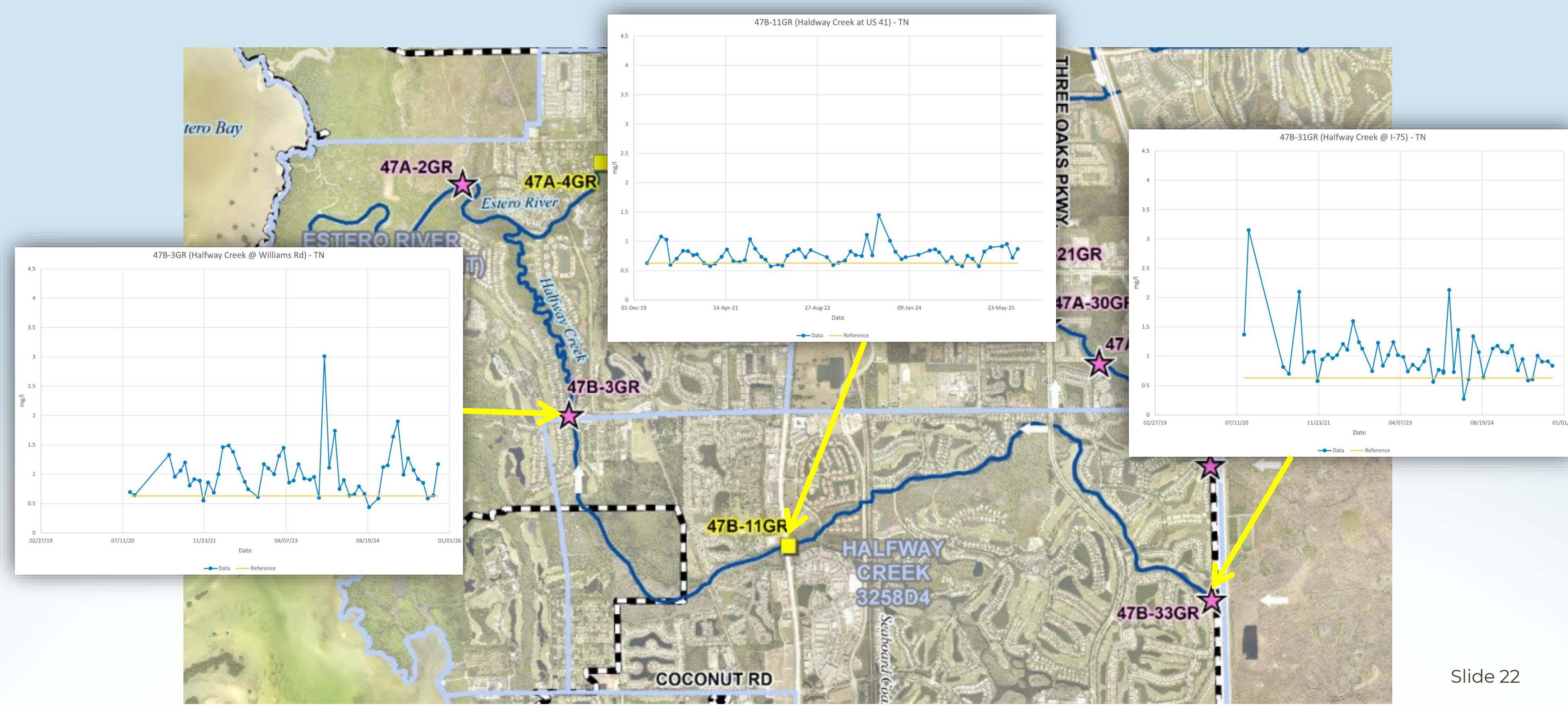
Village of ESTERO

TN Halfway Creek



Slide 21

Village of ESTERO



Slide 22

Village of ESTERO

QUESTIONS?

Slide 23

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 4, 2026

Agenda Item:

Status report on Chick- fil-A Development order

Description:

At the meeting on December 17th, the Council asked about the Chick-fil-A project on Corkscrew Road and Ben Hill Griffin Parkway and requested a status review at a future meeting.

Staff will update Council in particular about several items that were unresolved at the time of the December 9th PZD Board meeting, and how they have been addressed.

Financial Impact:

N/A - status update

Prepared by: Mary Gibbs

Attachments:

1. Applicant's resubmittal dated January 13, 2026

Bowman

13 January 2026

Village of Estero
Planning, Zoning & Design Board
c/o Development Services Department
9401 Corkscrew Palms Circle
Estero, FL 33928
239 221 5053
www.Estero-fl.gov

Subject:	**Response to PZDB conditions of approval**
Project Name:	**Chick-Fil-A #05764 Corkscrew Road FSU, Estero**
Application:	**DOS2025-E005**

Dear Planning Staff and Members of the Planning, Zoning & Design Board,

On behalf of the applicant, we would like to thank the Planning, Zoning & Design Board and Village staff for their time, review, and thoughtful feedback during the December 9, 2025 PZDB hearing for the proposed Chick-fil-A development on Corkscrew Road. We appreciate the approval of the Development Order and the constructive guidance provided, particularly with respect to landscaping, architectural clarity, and site pedestrian connectivity.

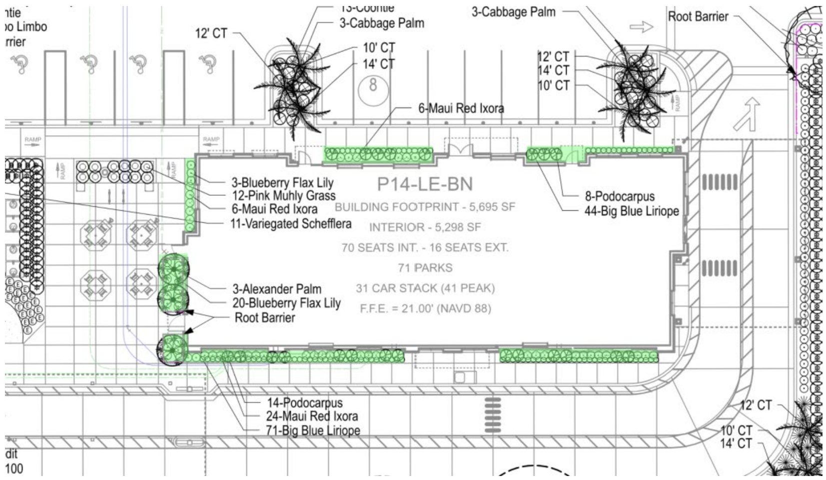
In response to the comments raised during the hearing, we confirm that the project team has revised the plans accordingly as outlined below:

Landscape & Site Revisions

1. Irrigation Source
   The plans have been updated to reflect a potable water irrigation meter in lieu of the previously proposed well; the change has been confirmed and coordinated with Lee County Utilities.

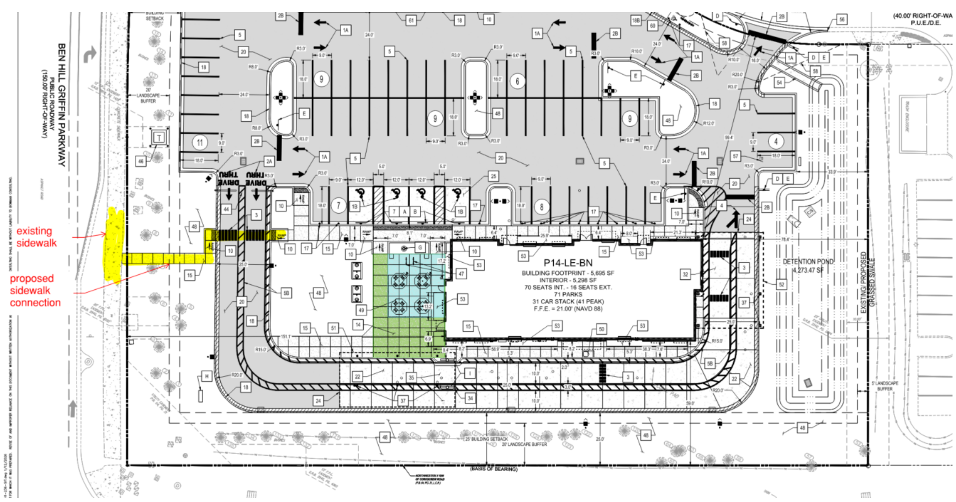
2. Foundation Plantings
   The site plan has been revised to include a sidewalk connection to Ben Hill Griffin Parkway. The connection required selective adjustments to the landscape buffer. The design will prioritize preservation of existing vegetation to the greatest extent practicable, and the connection will be coordinated to align with the existing sidewalk to the west in the most feasible location.

Bowman



3. Sidewalk Connection to Ben Hill Griffin Parkway

A sidewalk connection to Ben Hill Griffin Parkway will be added to the site plan. This will require selective adjustments to the landscape buffer. The design will prioritize preservation of existing vegetation to the greatest extent practicable, and the connection will be coordinated to align with the existing sidewalk to the west in the most feasible location.



900 SE 3rd Ave, Suite 300, Fort Lauderdale, Fl 33316
bowman.com

Bowman

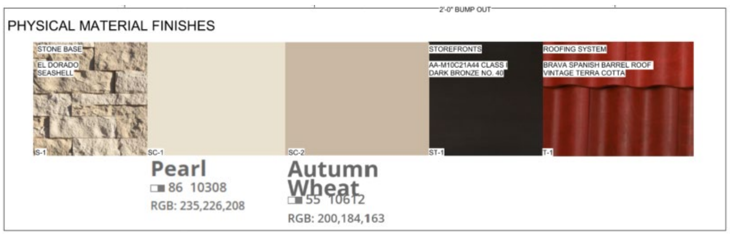
Architectural & Visualization Updates

4. Canopy Clarification

Architectural sheets clearly depict the building canopies for ease of review.

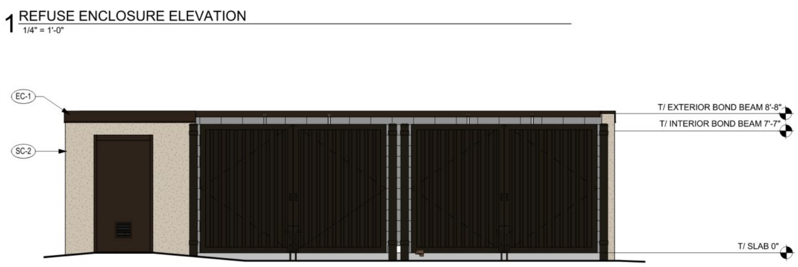
5. Exterior Color Palette

It was determined at the hearing that the exterior color palette for the building are "terracotta, pearl, and autumn wheat" color scheme. The architectural sheets have been finalized to reflect this decision. Please see sheet A-301 in the architectural package for reference to these materials.



6. Renderings

- Updated architectural renderings now include landscape elements so staff and the Board can clearly see the intended landscaping provided throughout the site that breaks up any perceived excessive white space on the building façade.
- Plans and renderings will be revised to demonstrate how the dumpster enclosure is fully screened from public view using landscaping and/or architectural elements. Please see Sheet A-305 for the dumpster enclosure elevations below.



In addition to the dumpster being designed within an architectural enclosure, the dumpster area is being screened with trees and layered vegetation so it is concealed from public view. See below for a snipped of the landscape plan showing the proposed plantings.

900 SE 3rd Ave, Suite 300, Fort Lauderdale, Fl 33316
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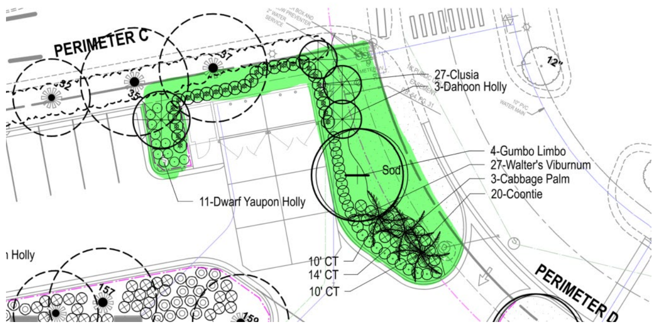
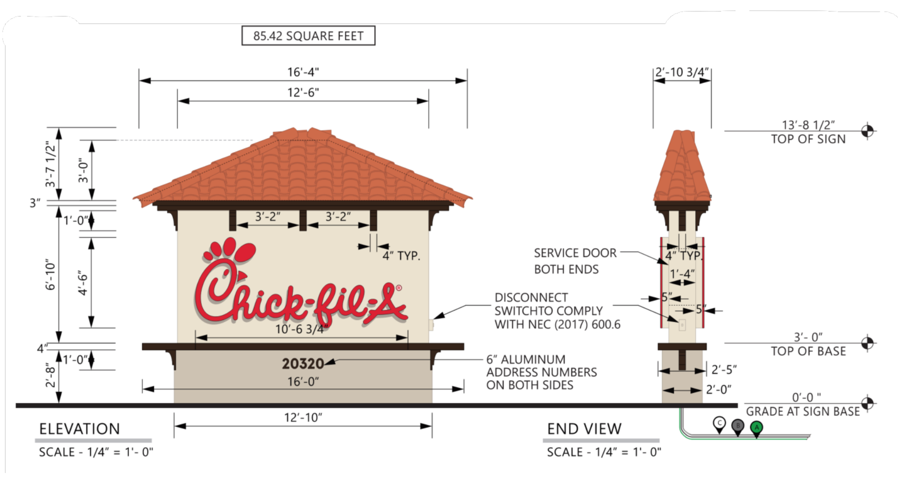


7. Monument Sign Lettering

- Additional information will be provided identifying the typeface and lettering style proposed for the monument sign, as requested. The enclosed sign package has the lettering proposed for the monument sign for the restaurant.



Other coordination

Chick-fil-A Real Estate has reached out to the adjacent property owner regarding the proposed stop bar requested offsite to the Chick-fil-A project. Currently awaiting feedback from adjacent owners.

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If you have any questions or require additional information, please do not hesitate to contact us at 954-314-8468.

William R. Barbaro, P.E.
Business Unit Director
Bowman

900 SE 3rd Ave, Suite 300, Fort Lauderdale, Fl 33316
bowman.com

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 4, 2026

Agenda Item:

Code Compliance Mitigation and Payment Update

Description:

At the January 21st meeting, the Council reviewed a lien mitigation item, and requested that an update on the status of Code Enforcement mitigation and collection of fines be provided at a future meeting.

A summary memo and detailed report are attached. Staff will explain the mitigation and lien process in the workshop. Please note that the vast majority of Code Enforcement cases are complied with promptly, and only a small percentage do not comply, resulting in fines and liens.

Financial Impact:

$242,372.25 has been collected by the Village as payment of fines due.

Prepared by: Mary Gibbs

Attachments:

1. Code Compliance Mitigation and Payment Update Memorandum
2. Spreadsheet of Cases and Fines

Village of ESTERO

Memorandum

TO: Village Council

FROM: Mary Gibbs, Community Development Director

DATE: February 4, 2026 Council Agenda

RE: Code Compliance Mitigation and Payment Update

Council requested an update on the status of code enforcement mitigation and collection of fines. A detailed list is attached, and a summary is provided below.

Summary

Code enforcement hearings began with the Special Magistrate in August, 2016. Since then, 187 cases have been processed for a variety of violations (167 of these had associated fines.) Please note that the vast majority of violations are abated prior to any hearing.

Fines currently total $5.8 million for the 167 cases. Fifteen cases have fines exceeding $100,000.

As of January 27, 2026, we have collected $242,372.25.

Collection Information

- $5.8 million in fines have accrued as of January 27, 2026.
- Collection of fines $242,372.25
- Total cases 187
- Cases with fines 167
- Cases over $100,000 15
- Cases that made payment 87

In summary, $242,372.25 has been received of the outstanding $5.8 million. Please note that some properties are homestead, and it is likely that any amounts collected on these properties would be small.

The attached spreadsheet shows all cases. The 15 cases over $100,000 are highlighted in yellow, and cases where the Village has collected money are highlighted in blue.

Village of Estero | 9401 Corkscrew Palms Circle | Estero, FL 33928 | Phone: 239.221.5035 | Fax: 239.494.5343 | www.Estero-fl.gov

Cases with Fines Total

Fines Due as of 1/27/2026

Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida 33928

Date	Owner Name	Owner Address	Status	Fines	Payments	Balance	Homestead
12/19/2015	HEPP PAUL + DESIREE	2570 GREENLAND ST	Closed	$0	$0	$0	YES
2/18/2016	REYES CLAUDIA BERENICE + RAMIREZ RITO	20375 LUETTICH LN	Closed	$0	$0	$0	NO
2/4/2016	BERBERIAN PROPERTIES LLC 76.9% BFC	515 LYELL DR STE 101	Closed	$0	$0	$0	NO
2/24/2016	VILLAGE PARTNERS LLC	PO BOX 2505	Closed	$0	$0	$0	YES
4/7/2016	REYES CLAUDIA BERENICE + RAMIREZ RITO	20375 LUETTICH LN	Closed	$192	$0	$192	NO
4/8/2016	DISTRESSED CAPITAL III LLC	9115 STRADA PL #5407	Closed	$0	$0	$0	NO
4/8/2016	DISTRESSED CAPITAL III LLC	9115 STRADA PL #5407	Closed	$0	$0	$0	NO
5/6/2016	OB FLORIDA CRE HOLDINGS LLC	5310 EAST STATE ROAD 64	Closed	$0	$0	$0	NO
5/24/2016	TULIP ASSOCIATES LLC DENNIS J LYNCH	4077 TAMIAMI TRL N STE D201	Closed	$198	$198	$0	NO
6/7/2016	HINDERMAN RYAN + HINDERMAN DEAN J/T	4852 RIVERSIDE DR	Closed	$0	$0	$0	NO
12/29/2015	CLARINET I LLC	18305 BISCAYNE BLVD STE 400	Open	$848,285	$0	$848,285	NO
8/26/2016	GIBSON TERRY MICHAEL	20248 SHERRILL LN	Closed	$0	$0	$0	NO
8/26/2016	ZARCO OTHONIEL + FLORES EMMA MARIA DE	4790 NOTTINGHAM DR	Closed	$0	$0	$0	NO
8/25/2016	MEDEIROS RICHARD	20387 SHERRILL LN	Closed	$257	$264	($8)	NO
9/13/2016	DRACKETT + OTT ENTERPRISES LLC	745 12TH AVE S STE 105	Closed	$159	$163	($5)	NO
9/16/2016	CHHLCA INVESTMENTS LLC	6881 SANDALWOOD LN	Closed	$405	$405	$0	NO
10/25/2016	41 INVESTMENTS LLP	PO BOX 70	Closed	$159	$159	$0	NO
10/25/2016	ESTERO GROUP LLP	PO BOX 70	Closed	$195	$195	$0	NO
10/13/2016	REILLY ERIN	20601 GROVELINE CT	Closed	$306	$306	$0	YES
11/23/2016	TAJIANI GHOLI MOHAMAD + TAJIANI ABBAS	6579 PLANTATION PRESERVE CIR N	Closed	$338	$338	$0	NO
11/8/2016	COVERED WAGON TRAVEL TRAILER PARK	10912 N 56TH ST	Closed	$248	$248	$0	NO
12/6/2016	BRUCE JOSEPH FIRST MERCHANTS	9031 STELLHORN CROSSING PKWY	Closed	$2,090	$2,090	$0	YES
12/1/2016	MAZURE PAMELA J	45395 DIAMOND POND DR	Closed	$90	$90	$0	NO
10/10/2016	BROWN NANCY E	10801 ANI CIR LOT 1	Closed	$90	$90	$0	YES
11/10/2015	SIMPSON CONNIE 1/6 + PEPPETT DAVID 1/6 +	344 WATER ST	Closed	$253	$253	$0	NO
10/31/2016	VASQUEZ JUAN + JUANITA	20178 SHERRILL LN	Closed	$206,067	$0	$206,067	NO
11/3/2016	COCONUT SQUARE OWNERS ASSN INC	2735 SANTA BARBARA BLVD STE 201	Closed	$302	$302	$0	NO
12/9/2016	VARELA CELEDONIO	8401 MOCKINGBIRD LN	Closed	$2,308	$2,308	$0	NO
2/15/2017	VILLAGE PARTNERS LLC	PO BOX 2505	Closed	$0	$0	$0	NO
3/27/2017	VENTURA DAVID GONZALEZ + CRUZ MARTHA	26026 MILAGRO LN	Closed	$368	$0	$368	YES
3/23/2017	COCONUT ESTERO INVESTMENT PART	4653 TRUEMAN BLVE STE 1000	Closed	$0	$0	$0	NO
3/14/2017	ZARCO OTHONIEL + FLORES EMMA MARIA DE	4790 NOTTINGHAM DR	Closed	$2,273	$2,341	($68)	NO
4/21/2017	LONDONDERRY ASSOCIATES LLC	720 GOODLETTE ROAD NORTH SUITE 202	Closed	$1,813	$1,813	$0	NO
5/4/2017	VENTURA DOMINGO JOSE + CRUZ MARTHA	20388 LUETTICH LN	Closed	$369	$380	($11)	NO
3/2/2017	RACETRAC PETROLEUM INC	PO BOX 56607	Closed	$15,332	$15,332	$0	NO
5/25/2017	LANGEVELD HENDRIKS C TR + BISSCHOPS	990 CAPE MARCO DR	Closed	$201	$0	$201	NO
5/31/2017	KUNST LARRY T + SHARON A	20185 OCELOT CT	Closed	$201	$201	$0	YES
6/19/2017	GIBSON TERRY MICHAEL	20248 SHERRILL LN	Closed	$2,334	$2,334	$0	NO
8/29/2017	D R HORTON INC	10541 BEN C PRATT	Closed	$201	$207	($6)	YES
9/30/2017	LOTTRIDGE WILLIAM A + LOTTRIDGE	20866 PINEHURST GREENS DR	Closed	$0	$0	$0	YES
9/30/2017	2101 BONITA SPRINGS LLC	400 PERRINE RD # 405	Closed	$0	$0	$0	NO
9/30/2017	WALSH JAMES + GROFF JOSEPH T/C	3548 CHERRY BLOSSOM CT UNIT 201	Closed	$2,202	$2,202	$0	YES
11/15/2017	QJR PROPERTIES LLP	6091 S POINTE BLVD	Closed	$432	$432	$0	NO
11/9/2017	INTERNATIONAL DESIGN CENTER	10801 CORKSCREW RD STE 305	Closed	$234	$234	$0	NO
11/6/2017	POOLING TOGETHER LLC	15821 SHAMROCK DR	Closed	$1,326	$1,326	$0	YES
10/2/2017	RIMOLDI PHILLIP	119 S 1ST STREET	Closed	$393,799	$0	$393,799	NO
10/2/2017	PHILLIPS PAUL S + SHELLY A	5812 WALSH PT APT 105	Closed	$299	$299	$0	NO
11/15/2017	DAVIS DONNA K	20275 SHERRILL LN	Closed	$361	$361	$0	NO
11/30/2017	VARELA CELEDONIO	8401 MOCKINGBIRD LN	Closed	$1,303	$1,303	$0	NO
11/29/2017	ODONNELL MARY GAIL	27 BELLA VISTA TRL	Closed	$172	$172	$0	NO
11/29/2017	ZEOLI LOIS E TR FOR LOIS E ZEOLI TRUST	10231 CAPE ROMAN RD # 102	Closed	$172	$177	($5)	NO
12/28/2017	NATIONSTAR MORTGAGE LLC	8950 CYPRESS WATERS BLVD	Closed	$484	$484	$0	NO
12/28/2017	DANZER ERICH	RESSWEG 26	Closed	$202	$202	$0	NO

Cases with Fines Total

Fines Due as of 1/27/2026

Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida 33928

12/28/2017	FREDERICKS RYAN C	21670 RED LATAN WAY	Closed	$1,702	$1,753	($51)	YES
2/27/2018	CORT COCONUT LLC	234 W 44TH ST	Closed	$347	$347	$0	NO
2/12/2018	HAFFNER LAURIE	20331 SHERRILL LN	Closed	$42,049	$0	$42,049	YES
12/6/2017	TYLER ROBERT M + EDITH B	PO BOX 517	Closed	$1,296	$1,296	$0	YES
1/28/2018	VANELLA KRISTI L	21524 PORTRUSH RUN	Closed	$201	$201	$0	YES
1/26/2018	SCHNEIDER WAYNE W + MAXINE J	20031 SEAGROVE ST #1408	Closed	$201	$201	$0	NO
1/18/2018	RAMOS REMEDIOS + MARIA R	21211 CYPRESS PARK CIR	Closed	$27,797	$0	$27,797	NO
12/6/2017	TYLER ROBERT M + EDITH B	PO BOX 517	Closed	$1,296	$1,296	$0	YES
12/8/2017	TURCOTTE GARY L TR + TURCOTTE JAMES L	18011 S TAMIAMI TRL STE 16	Closed	$91,767	$0	$91,767	NO
2/26/2018	HENSLEY LINDA & KEITH	10597 TIDEWATER KEY BLVD	Closed	$201	$201	$0	YES
3/21/2018	DAVIS DONNA K	20275 SHERRILL LN	Closed	$5,359	$5,359	$0	NO
3/28/2018	VARELA CELEDONIO	8401 MOCKINGBIRD LN	Closed	$2,329	$2,329	$0	NO
3/6/2018	BARBARA COITE TRUST	8501 JUDETH LN	Closed	$267	$0	$267	NO
5/18/2018	HERNANDEZ SEBASTIAN	PO BOX 11346	Closed	$391	$391	$0	NO
2/27/2018	GARCIA ANDY G + GARCIA ESTHER	PO BOX 207	Closed	$2,265	$2,265	$0	NO
4/30/2018	VILLAMIZAR HECTOR + ARYABU TR GUZMAN	14481 STERLING OAKS DR	Closed	$2,141	$2,141	$0	NO
5/3/2018	CREWS WILLIAM J TR + CREWS JOAN TR	15200 SHAMROCK DR	Closed	$0	$0	$0	YES
6/6/2018	CONNORS MICHAEL J	20220 PARK AVE	Closed	$588,703	$0	$588,703	NO
6/5/2018	GROSBACH JEAN H + MACKENZIE CLARK J/T	20679 HIGHLANDS AVE	Closed	$1,000	$1,000	$0	NO
6/1/2018	PALMA MARIA M	9319 LA BIANCO ST	Closed	$171	$0	$171	YES
5/29/2018	CHAMBERS ROBERT E JR	25161 SANDPIPER GREENS # 302	Closed	$141	$0	$141	NO
5/29/2018	ROSEN WAYNE	2950 MEDINAH	Closed	$171	$176	($5)	YES
5/29/2018	LMBK PROPERTIES LLC	24830 PENNYROYAL DR	Closed	$171	$176	($5)	NO
5/31/2018	SIKOSKI ACO	233 DORCHESTER BLVD	Closed	$141	$0	$141	NO
6/5/2018	REGENCY REALTY GROUP INC	PO BOX 790830	Closed	$141	$0	$141	NO
7/3/2018	REYES PEDRO + MARIA	20360 LUETTICH LN	Closed	$2,332	$2,332	$0	YES
6/27/2018	VARELA CELEDONIO	8401 MOCKINGBIRD LN	Closed	$265	$265	$0	NO
7/5/2018	HAFFNER LAURIE	20331 SHERRILL LN	Closed	$265	$0	$265	YES
7/24/2018	DUKE DANIEL J + MCCONNELL SHIRLEY J/T	9660 ROAD RUNNER CT	Closed	$0	$0	$0	YES
7/24/2018	DUKE DANIEL J + MCCONNELL SHIRLEY J/T	9660 ROAD RUNNER CT	Closed	$0	$0	$0	YES
8/21/2018	TURCOTTE GARY L TR + TURCOTTE JAMES L	18011 S TAMIAMI TRL STE 16	Closed	$66,767	$0	$66,767	NO
9/4/2018	HUBSCHMAN HARRISON	6980 SANDALWOOD LN	Closed	$239	$239	$0	YES
9/6/2018	JTC SQUARED/COCONUT CROSSINGS	2210 VANDERBILT BEACH RD	Closed	$234	$234	$0	NO
9/25/2018	HERNANDEZ SEBASTIAN	PO BOX 11346	Closed	$5,327	$5,327	$0	NO
10/2/2018	GONZALEZ MARIA BERTHA	20233 SHERRILL LN	Closed	$49,015	$0	$49,015	NO
11/8/2018	PLAZA DEL SOL PROPERTY OWNERS ASSN	27180 BAY LANDING DR STE 4	Closed	$2,514	$2,514	$0	NO
7/17/2018	SROA CORKSCREW VILLAGE LLC	324 DATURA ST STE 338	Closed	$514	$0	$514	NO
11/28/2018	TARPON IV LLC	18305 BISCAYNE BLVD STE 400	Closed	$7,737	$7,737	$0	NO
12/11/2018	DORCHAK DARYL R	9170 ESTERO RIVER CIR	Closed	$49,297	$49,297	$0	YES
12/14/2018	RDA HOUSING SOLUTIONS LLC	1440 CORAL RIDGE DR #330	Closed	$2,296	$2,296	$0	YES
1/25/2019	LOPEZ RUTILIO & LOPEZ ROSA GOMEZ DE	26330 CAPE VERDE	Closed	$266	$0	$266	NO
1/29/2019	HINDERMAN RYAN + HINDERMAN DEAN J/T	4852 RIVERSIDE DR	Closed	$10,012	$0	$10,012	NO
2/5/2019	LOISEL DAVID	20108 SHERRILL LN	Closed	$300	$0	$300	NO
2/5/2019	LOISEL DAVID	20108 SHERRILL LN	Closed	$299	$0	$299	NO
1/31/2019	SUSSA LUCILA + JAIME OMAR D J/T	9730 SPRINGLAKE CIR	Closed	$329	$0	$329	YES
2/19/2019	PATRICK & ME PROPERTIES LLC	2346 E C476	Closed	$0	$0	$0	NO
3/12/2019	PAVICH JOSEPH JR & SASSI JENNIFER	22150 RED LAUREL LN	Closed	$203	$203	$0	NO
1/17/2019	HILSEE BARBARA J + HILSEE SCOTT	20290 PARK AVE	Closed	$19,551	$0	$19,551	NO
4/16/2019	SCOTT JOYCE A EST + SCOTT JOHN C EST	20402 LUETTICH LN	Closed	$331	$0	$331	NO
7/31/2019	ARMENDARIZ PARDO CLAUDIA CATAL	10304 BARBERRY LN	Closed	$472,802	$0	$472,802	NO
9/17/2019	MONTGOMERY KAREN A	6850 CARMELITA DR	Closed	$304	$304	$0	NO
9/12/2019	ESTERO MEMORY CARE LLC	545 JOHN CARPENTER FREEWAY, STE 500	Closed	$0	$0	$0	NO
10/7/2019	PLAZA DEL SOL PROPERTY OWNERS ASSN	2069 FIRST ST STE 301	Closed	$274	$0	$274	NO
9/20/2019	CAMELLI ANDRE JOSEPH & CAMELLI	2514 FOREST SPRINGS DR SE	Closed	$302	$313	($11)	NO

Village of Estero

Cases with Fines Total

Fines Due as of **1/27/2026**

Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida 33928

9/19/2019	CUSTODIO CHARLES	9166 RIVER OTTER DR	Closed	$130,544	$0	$130,544	YES
10/29/2019	ASTER REALTY INC	13625 S KICKAPOO TRAIL	Closed	$4,272	$0	$4,272	NO
10/29/2019	JENSEN JEFFREY W	7641 W 100TH PL	Closed	$302	$302	$0	NO
10/29/2019	LEZEAU WOLF B	20609 EAST GOLDEN ELM DR	Closed	$302	$311	($9)	NO
12/12/2019	COCONUT POINT DEVELOPERS LLC	PO BOX 6120	Closed	$332	$342	($10)	NO
12/2/2019	INGETTI ALBERT J + INGETTI BARBARA S	9701 SPRINGLAKE CIR	Closed	$0	$0	$0	YES
1/27/2020	RAMOS REMEDIOS + MARIA R	21211 CYPRESS PARK CIR	Closed	$324	$0	$324	NO
3/6/2020	HERNANDEZ SEBASTIANA	PO BOX 11346	Closed	$324	$324	$0	NO
9/2/2020	BARNES RALPH E + KATHRYN J	PO BOX 174	Closed	$299	$299	$0	NO
10/13/2020	DIAZS VARGAS JOSE R & GOMEZ	21121 CYPRESS PARK CIR	Closed	$259	$259	$0	NO
1/14/2021	LOISEL DAVID	20108 SHERRILL LN	Closed	$254,076	$0	$254,076	NO
2/1/2021	JONATHON & APRIL SIGG	20400 TRAILSIDE DR	Closed	$391	$403	($12)	NO
1/14/2021	KRG ESTERO LLC	30 S MERIDIAN ST STE 1100	Closed	$14,899	$14,899	$0	NO
3/1/2021	LASER LOUNGE SPA LLC	20400 TRAILSIDE DR	Closed	$333	$333	$0	NO
4/1/2021	WILKEN JESSICA T	20123 LUETTICH LN	Closed	$264	$264	$0	YES
5/17/2021	CORKSCREW ENERGY LLC	9780 NW 115th Way	Closed	$30,000	$30,000	$0	NO
7/15/2021	ATLANTIC PREMIUM PROPERTIES LLC	709 CAPE CORAL PKWY W	Closed	$300	$0	$300	NO
9/17/2021	LEZELL BERNARD L + CAROL J	10937 BROWN PELICAN CIR	Closed	$232	$232	$0	YES
9/14/2021	RAMOS REMEDIOS + RAMOS MARIA R	21211 CYPRESS PARK CIR	Closed	$5,797	$0	$5,797	NO
9/15/2021	DOMENICI HELEN A + MARE MICHAELA C J/T	20210 PARK AVE	Closed	$135,046	$0	$135,046	NO
10/4/2021	SREG UNIVERSITY HIGHLANDS LLC	2210 VANDERBILT BEACH RD, STE 1201	Open	$360,173	$0	$360,173	NO
10/27/2021	UNKNOWN HEIRS OF SCOTT JOYCE A +	20402 LUETTICH LN	Closed	$171,828	$0	$171,828	NO
11/2/2021	MDC COAST 5 LLC	PO BOX 711	Closed	$7,295	$7,295	$0	NO
10/27/2021	SREG UNIVERITY HIGHLANDS LLC	2210 VANDERBILT BEACH ROAD SUITE 1201	Closed	$40,051	$0	$40,051	NO
1/10/2022	SREG ESTERO GRANDE LLC	2210 VANDERBILT BEACH RD, STE 1201	Open	$240,213	$0	$240,213	NO
12/8/2021	TIDES AT PELICAN LANDING CONDO	23480 WALDEN CENTER DR	Closed	$3,606	$3,720	($114)	NO
1/18/2022	SREG ESTERO GRANDE LLC	2210 VANDERBILT BEACH RD, STE 1201	Open	$322,044	$0	$322,044	NO
2/22/2022	OAK STREET INVESTMENT GRADE NE	125 S WACKER DR STE 1220	Closed	$23,046	$296	$22,750	NO
3/16/2022	TRUIST BANK	PO BOX 167	Closed	$3,000	$0	$3,000	NO
4/29/2022	ESTERO COMMONS PROPERTY OWNERS	1833 HENDRY ST	Closed	$236	$236	$0	NO
3/28/2022	WAL-MART STORES EAST LP	PO BOX 8050	Closed	$47,016	$47,016	$0	NO
6/7/2022	VINTAGE TRACE ASSOCIATES LLC	PO BOX 1662	Closed	$273	$273	$0	NO
6/21/2022	21560 RIVER RANCH HOLDINGS LLC	7892 FISHER ISLAND DR	Closed	$356	$356	$0	NO
8/22/2022	ALLGROVE BEVERLY J	23443 OLDE MEADOWBROOK CIR	Closed	$297	$307	($10)	YES
12/7/2022	PICKARD ROSS DANIEL & PICKARD CONNIE	21667 WINDHAM RUN	Open	$247,093	$0	$247,093	NO
12/14/2022	STAPLETON DEBORAH	20248 LUETTICH LN	Closed	$0	$0	$0	YES
1/27/2023	GUTIERREZ REYNOLDS SANDRA L &	20599 CHARING CROSS CIR	Closed	$5,283	$0	$5,283	YES
3/13/2023	KEINERT J TR FOR BLESSING LIVING TRUST II	22836 FOUNTAIN LAKES BLVD	Closed	$26,546	$0	$26,546	NO
3/3/2023	SCHLOBOHM ANDREW JOSEPH &	21161 CYPRESS PARK CIR	Open	$46,355	$0	$46,355	NO
2/3/2023	HINDERMAN RYAN	4852 RIVERSIDE DR	Open	$89,667	$0	$89,667	NO
3/22/2023	KEINERT J TR FOR BLESSING LIVING TRUST II	22836 FOUNTAIN LAKES BLVD	Closed	$296	$0	$296	NO
4/14/2023	WILKEN JESSICA T	20123 LUETTICH LN	Closed	$297	$297	$0	YES
4/14/2023	EDWARDS NICOLE LEE	213 N WEST ST	Closed	$82,935	$0	$82,935	NO
5/16/2023	KEINERT J TR FOR ANOTHER BLESSING	22836 FOUNTAIN LAKES BLVD	Closed	$11,297	$0	$11,297	NO
5/16/2023	KEINERT J TR FOR ANOTHER BLESSING	22836 FOUNTAIN LAKES BLVD	Closed	$136,797	$0	$136,797	NO
6/8/2023	MESKIMEN JENNIFER	21240 CYPRESS PARK CIR	Closed	$647	$0	$647	YES
6/5/2023	LEDESMA ROSANELI	25504 LUCI DR	Closed	$14,837	$0	$14,837	NO
7/5/2023	MICHELLE MORRISSETTE LLC	28 NE 19TH CT	Closed	$9,237	$0	$9,237	NO
7/11/2023	NEGRI TRINA	9188 ESTERO RIVER CIR	Closed	$3,447	$0	$3,447	NO
8/7/2023	CALDERON MILSON ANDRES VILLATO	10270 GEORGIA ST	Closed	$6,607	$0	$6,607	NO
8/3/2023	ESTERO POOH LLC	539 SOUTH MAIN ST	Closed	$25,207	$0	$25,207	NO
7/25/2023	EGUEZ GABRIEL A	9167 ESTERO RIVER CIR	Closed	$5,507	$0	$5,507	YES
8/23/2023	MAHIEU THERESE M & RAPP CHAUNCEY	20816 PARK PL	Closed	$4,597	$297	$4,300	NO
11/7/2023	CIFUENTES BYRON + CHAPERNO RUTH	20277 LUETTICH LN	Closed	$5,666	$0	$5,666	NO

Cases with Fines Total

Fines Due as of **1/27/2026**

Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida 33928

12/6/2023	ODEGAARD DAIN	4935 MEDERIA LN	Closed	$297	$308	($10)	NO
1/8/2024	GRADY ROBERT & LORI	20761 COCONUT DR	Open	$55,949	$0	$55,949	NO
5/14/2024	MESKIMEN JENNIFER	21240 CYPRESS PARK CIR	Open	$19,150	$0	$19,150	YES
7/8/2024	EDWARDS NICOLE LEE	213 N WEST ST	Closed	$12,850	$0	$12,850	NO
6/18/2024	TARPON IV LLC	18305 BISCAYNE BLVD STE 400	Open	$17,397	$0	$17,397	NO
10/2/2024	JUST FIX IT OF SWFL INC	17001 ALICO COMMERCE CT #405	Open	$32,265	$0	$32,265	NO
10/2/2024	SWFL PARK PLACE L L C	PO BOX 62684	Open	$14,107	$0	$14,107	NO
10/2/2024	GRILEY PHYLLIS	20700 GARDEN DR	Closed	$4,404	$0	$4,404	YES
10/2/2024	PALMER BEVERLY G TR FOR PALMER TRUST	20850 GARDEN DR	Closed	$237	$0	$237	YES
10/4/2024	NEWTON RAYMOND R & ROSE M	4707 PALMETTO TER	Closed	$206	$0	$206	YES
10/4/2024	NEWBERRY DONALD LEE L/E	4946 MEDERIA LN	Closed	$6,036	$0	$6,036	YES
12/5/2024	CAPRAROTTA RONALD FRANCIS	20551 ARMADA CT	Closed	$207	$0	$207	YES
12/10/2024	BERGER JAMES R & PATRICIA	20613 CHARING CROSS CIR	Closed	$268	$268	$0	YES
11/19/2024	RANGEL MARIA ANGELICA	21151 CYPRESS PARK CIR	Closed	$239	$248	($8)	NO
12/19/2024	SANDY RANCH LLC	9250 CORKSCREW RD #8	Closed	$236	$236	$0	YES
1/11/2025	RASNICK JOANNE	16630 CALISTOGA DR	Closed	$273	$0	$273	NO
1/31/2025	TIDES AT PELICAN LANDING CONDO	23480 WALDEN CENTER DR	Open	$44,876	$286	$44,590	NO
1/23/2025	LAXTON REAL ESTATE HOLDINGS LL	4648 SIERRA LANE	Closed	$298	$0	$298	NO
1/29/2025	HERRERA ATENEA MERINO	20305 LUETTICH LN	Closed	$2,596	$296	$2,300	YES
3/4/2025	MCCREERY GORDON EMMONS	21171 CYPRESS PARK CIR	Closed	$296	$0	$296	YES
2/13/2025	KARCZEWSKI BERNARD J	4972 ROYAL PALM DR	Open	$269	$0	$269	NO
5/19/2025	TIDES AT PELICAN LANDING CONDO	23480 WALDEN CENTER DR	Open	$110,764	$0	$110,764	NO
11/8/2025	TOLEDO DANIEL & AISHA	9624 CRESCENT GARDEN DR #J101	Open	$2,500	$0	$2,500	NO
11/8/2025	GARCIA ROBERT S & LISA M	22061 TROPICANA AVE	Open	$5,366	$0	$5,366	NO
12/2/2025	ESTERO LAND LLC	7742 ALICO RD	Open	$5,421	$0	$5,421	NO
12/2/2025	COCONUT ROAD ESTERO APARTMENTS	7474 CREEDMOOR RD #306	Open	$5,264	$5,264	$0	NO

Total Fines	**$5,809,869.88**
Total Payments	**$242,372.25**
Balance Due	**$5,567,497.63**

TOTAL CASES	187
CASES OVER $100,000	15
CASES THAT MADE PAYMENT	87
NO FINES	20
CASES WITH FINES	167