



Village of
ESTERO

VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
FEBRUARY 18, 2026, 09:30 AM



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

AGENDA
VILLAGE COUNCIL MEETING
9401 Corkscrew Palms Circle, Estero, Florida
February 18, 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 Kevin Morris Estero Community Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. LETTER OF RECOGNITIONS

a. Anny Sanchez/Estero High School

Attachment: [1 Estero High School Anny Sanchez 02182026 .pdf](#)

b. Mackenzie Lehigh /Bonita Springs High School

Attachment: [2 Bonita Springs Madenzie Lehigh 02182026 .pdf](#)

3. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

5. CONSENT AGENDA

a. February 4, 2026 Village Council Meeting Minutes

Attachment: [02042026.pdf](#)

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

7. ACTION ITEMS

a. Williams Road and Atlantic Gulf Blvd Amendment 02

Recommended Action

Motion to approve award of Contract EC2020-01 STA02 Amendment 02 to Kisinger Campo & Associates to provide additional professional services to secure right of way and provide additional permitting assistance for a not to exceed amount of \$241,212.

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

Financial Impact

The contract's financial impact is \$241,212.

Sufficient funds are available in the Fiscal Year 2025-2026 budget for the Williams Rd -- Atlantic Gulf Drive Intersection project.

Attachment: [SS Williams Rd and Atlantic Gulf Amendment 02.pdf](#)

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

Attachment: [02-Project Design Concept.pdf](#)

Attachment: [03-EC2020-61-STA02 Amend02.pdf](#)

b. Adoption of Resolution No. 2026-01 to facilitate the creation of a Purchasing Card Program for the Village.

A Resolution of the Village Council of the Village of Estero, Florida, Authorizing the Village to Establish a Purchasing Card Account with Synovus Bank; Making Related Findings; Providing for Severability and Providing for an Effective Date.

Recommended Action

Motion to adopt Resolution No. 2026-01.

Financial Impact

While the creation of a P-Card account with Synovus Bank will result in small annual card charges, the Village will overall stand to make money by receiving periodic rebates on all dollars spent from the Bank.

Attachment: [SS Resolution No. 2026-01 Synovus Credit card .pdf](#)

Attachment: [1 Res No. 2026-01 Synovus credit card .pdf](#)

Attachment: [2 VOE - Synovus Commercial Card Rebate _002_.pdf](#)

c. EC26017 Bond Counsel Agreement**Recommended Action**

Motion to approve a Piggyback Agreement with Nabors, Giblin & Nickerson, P.A. for Bond Counsel Services and authorize the Village Manager to execute the Agreement and any additional implementing documents on behalf of the Village of Estero Council.

Financial Impact

The fee schedule for publicly offered bond transactions is based on a per \$1,000 bond structure beginning at \$1.75 per \$1,000 for the first \$25 million, with tiered reductions thereafter. A minimum fee of \$20,000 per transaction applies.

There is no impact unless bonds are issued. Fees are contingent upon successful issuance of bonds.

Attachment: [SS Bond Counsel.pdf](#)

Attachment: [1. EC26017 Bond Counsel Agreement.pdf](#)

Attachment: [2. Port St. Lucie Bond Counsel Agreement.pdf](#)

8. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

9. VILLAGE ATTORNEY'S REPORT

10.VILLAGE MANAGER'S REPORT

Adjourn Regular Session and Convene Workshop Items

11.WORKSHOP

a. Update on the Bonita-Estero-Rail-Trail (BERT) corridor acquisition

Attachment: [BERT Council Agenda Memo 213.pdf](#)

Attachment: [Estero Slide Deck 2-18-26 TPL.pdf](#)

12.ADJOURNMENT

General Attachments

[- Transcript.pdf](#)

VILLAGE OF ESTERO COUNCIL MEETING

WEDNESDAY, FEBRUARY 18, 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.

9:31:22AM [SOUNDING GAVEL]
9:31:27AM >>Mayor Ribble: GOOD MORNING, EVERYBODY.
9:31:28AM IT'S SO NICE TO SEE YOU ALL HERE.
9:31:31AM WE GENERALLY DON'T HAVE A CROWD.
9:31:34AM BUT WELCOME, ALL OF YOU.
9:31:37AM I WOULD LIKE TO CALL THE FEBRUARY 18, 2026, 9:30 A.M.
9:31:41AM VILLAGE COUNCIL MEETING TO ORDER.
9:31:43AM WE WOULD LIKE TO REMIND YOU ALL TO PLEASE KEEP YOUR PHONES
9:31:46AM ON SILENT.
9:31:48AM AND IF YOU COME UP TO SPEAK, PLEASE STATE YOUR NAME AND
9:31:51AM SPEAK INTO THE MICROPHONE.
9:31:52AM THIS MORNING, WE HAVE PASTOR KEVIN MORRIS FROM ESTERO
9:31:57AM COMMUNITY CHURCH WHO WILL DO OUR INVOCATION.
9:31:59AM KEVIN, WELCOME.
9:32:01AM >> THANK YOU, MADAM MAYOR.
9:32:04AM IN MANY CHRISTIAN TRADITIONS, THIS IS ASH WEDNESDAY.

9:32:09AM IT IS A PERIOD OF HUMBLE REFLECTION.

9:32:15AM AND AS PART OF THAT HUMBLY REFLECTING, THIS IS SOMETHING

9:32:19AM THAT WE AS GOVERNMENT AND RELIGIOUS INSTITUTIONS KNOW

9:32:23AM SOMETHING ABOUT BECAUSE WE ARE IN THE SERVICE INDUSTRY,

9:32:26AM AREN'T WE?

9:32:27AM AND WE REFLECT ON HOW WE SERVE THE PUBLIC.

9:32:32AM SO WE NOT ONLY PRAY FOR THE VILLAGE, THE PEOPLE WHO WORK IN

9:32:38AM THE VILLAGE, WORK FOR THE VILLAGE, BUT WE ALSO PRAY FOR THE

9:32:41AM PEOPLE OF THE VILLAGE AS WELL.

9:32:43AM LET US PRAY.

9:32:44AM GRACIOUS AND SOVEREIGN GOD, WE GIVE YOU THANKS FOR THE GIFT

9:32:49AM OF COMMUNITY AND FOR THE VILLAGE OF ESTERO, WE THANK YOU FOR

9:32:58AM ITS NEIGHBORHOODS, ITS BUSINESSES, ITS SCHOOLS, ITS NATURAL

9:33:03AM BEAUTY AND FOR ALL WHO CALL OUR SLICE OF SOUTHWEST FLORIDA

9:33:09AM HOME.

9:33:11AM WE PRAY FOR THE MEMBERS OF THIS CITY COUNCIL, GRANT THEM

9:33:16AM WISDOM THAT IS PATIENT AND DISCERNING, COURAGE THAT IS

9:33:23AM STEADY AND PRINCIPLED AND HUMILITY THAT SEEKS THE COMMON

9:33:29AM GOOD ABOVE PERSONAL GAIN.

9:33:32AM IN MOMENTS OF DISAGREEMENT, GIVE THEM RESPECT AND COMPLEX

9:33:39AM DECISIONS, GIVE THEM CLARITY.

9:33:42AM IN EVERY ACTION, GUIDE THEM TOWARD RIGHTEOUSNESS, INTEGRITY,

9:33:47AM AND COMPASSION.

9:33:49AM BLESS THE WORK DONE HERE THIS MORNING.

9:33:53AM MAY IT CONTRIBUTE TO THE SAFETY, FLOURISHING AND WELL-BEING

9:33:59AM OF ESTERO, ESPECIALLY THE MOST VULNERABLE AMONG US.

9:34:04AM STRENGTHEN ALL THE VILLAGE STAFF WHO SERVE IN PUBLIC ROLES,

9:34:09AM AND HELP US BE NEIGHBORS WHO LISTEN, COOPERATE, AND WORK

9:34:14AM TOGETHER FOR THE GOOD OF ALL.

9:34:17AM WE ASK THIS IN YOUR HOLY NAME, AMEN.

9:34:22AM >>Mayor Ribble: THANK YOU.

9:34:23AM WILL YOU PLEASE STAND FOR THE PLEDGE?

9:34:26AM [PLEDGE OF ALLEGIANCE]

9:34:43AM TODAY I AM HONORED TO RECOGNIZE TWO OUTSTANDING LADIES FROM

9:34:51AM OUR HIGH SCHOOLS.

9:34:52AM ONE FROM BONITA AND ONE FROM ESTERO.

9:34:56AM >>Carol Sacco: YOU HAVE TO CALL ROLL.

9:34:57AM >>Mayor Ribble: YES, PLEASE CALL THE ROLL.

9:34:59AM HERE.

9:35:02AM >> COUNCILMAN HUNT HAS AN EXCUSED ABSENCE.

9:35:06AM >>Jon McLain: HERE.

9:35:08AM >>Lori Fayhee: HERE.

9:35:09AM >>Rafael Lopez: HERE.

9:35:11AM >>Jim Ward: HERE.

9:35:12AM >>Vice-Mayor Zalucki: HERE.

9:35:13AM >>Mayor Ribble: THANK YOU.

9:35:14AM ALL RIGHT.

9:35:15AM LET'S GO ON WITH THE RECOGNITION FOR THESE TWO WONDERFUL

9:35:19AM YOUNG LADIES.

9:35:19AM THE FIRST PERSON IS ANNY SANCHEZ FROM ESTERO HIGH SCHOOL.

9:35:47AM WE HAVE HER PARENTS, MR. AND MRS. SANCHEZ, IF YOU WOULD LIKE

9:35:50AM TO COME UP.

9:35:51AM ALSO, WE HAVE FROM THE HIGH SCHOOL, ASSISTANT PRINCIPAL
9:35:56AM MR. DOUGHERTY.
9:35:58AM ALSO FROM THE SCHOOL DISTRICT, WE HAVE DEPUTY SUPERINTENDENT
9:36:02AM ED MATTHEWS AND BOARD MEMBER BILL RIBBLE.
9:36:05AM IF YOU WOULD ALL PLEASE JOIN ME.
9:36:08AM THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA,
9:36:19AM PROUDLY RECOGNIZES ANNY SANCHEZ AS THE ESTERO HIGH SCHOOL
9:36:24AM STUDENT OF THE MONTH FOR FEBRUARY.
9:36:26AM ANNY HAS DEMONSTRATED AN EXCEPTIONAL COMMITMENT TO
9:36:29AM ACADEMICS, ATHLETICS AND SERVICE.
9:36:33AM WHILE BALANCING CROSS COUNTRY AND TRACK, SHE HAS MAINTAINED
9:36:36AM EMPLOYMENT, COMPLETED EXTENSIVE VOLUNTEER SERVICE, EARNED
9:36:40AM HER AICE DIPLOMA BY THE END OF HER JUNIOR YEAR, AND SECURED
9:36:46AM ACCEPTANCE INTO FGCU'S FULL-TIME DUAL ENROLLMENT PROGRAM FOR
9:36:51AM HER SENIOR YEAR.
9:36:52AM SHE HAS ACHIEVED ALL OF THIS WHILE EARNING AN IMPRESSIVE
9:36:56AM 5.44 GPA.
9:36:59AM [APPLAUSE]
9:36:59AM AND RANKS THIRD IN THE ESTERO HIGH SCHOOL CLASS OF 2026.
9:37:10AM ANNY REPRESENTS THE VERY LEGACY COACH JEFF SOMMER ENVISIONED
9:37:14AM FOR THE VILLAGE OF ESTERO -- DISCIPLINE AS A DEDICATED
9:37:18AM STUDENT ATHLETE, DESIRE TO EXCEL IN ALL AREAS OF LIFE, AND
9:37:23AM UNWAVERING DEDICATION TO HER SCHOOL, HER TEAM, AND HER
9:37:26AM COMMUNITY.
9:37:27AM SHE HAS CONSISTENTLY LIVED THESE VALUES THROUGHOUT HER HIGH

9:37:30AM SCHOOL CAREER, AND SHE IS TRULY DESERVING OF THIS
9:37:34AM RECOGNITION.
9:37:34AM PRESENTED ON THIS 18th DAY OF FEBRUARY 2026.
9:37:40AM [APPLAUSE]
9:38:20AM [APPLAUSE]
9:38:40AM OUR NEXT STUDENT IS MAKENZIE LEHIGH FROM BONITA HIGH SCHOOL.
9:38:47AM MAKENZIE, WOULD YOU COME UP WITH YOUR FAMILY?
9:38:49AM WE HAVE ASSISTANT PRINCIPAL.
9:38:57AM THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA,
9:39:02AM PROUDLY RECOGNIZES MAKENZIE LEHIGH AS THE BONITA SPRINGS
9:39:05AM HIGH SCHOOL STUDENT OF THE MONTH FOR FEBRUARY.
9:39:07AM AS A FRESHMAN, MAKENZIE CONSISTENTLY DEMONSTRATES WHAT IT
9:39:12AM TRULY MEANS TO BE A LEADER BOTH ON AND OFF THE COURT.
9:39:15AM SHE APPROACHES EVERY PRACTICE AND COMPETITION WITH A
9:39:18AM POSITIVE ATTITUDE, A STRONG WORK ETHIC, AND A GENUINE
9:39:22AM WILLINGNESS TO CHALLENGE HERSELF AND GROW.
9:39:24AM MAKENZIE NOT ONLY HOLDS HERSELF TO HIGH STANDARDS, BUT ALSO
9:39:28AM ACTIVELY ENCOURAGES AND MOTIVATES HER TEAMMATES TO GIVE
9:39:32AM THEIR BEST EFFORT.
9:39:33AM HER DETERMINATION, SPORTSMANSHIP, AND COMMITMENT TO PERSONAL
9:39:38AM AND TEAM SUCCESS SETS A POWERFUL EXAMPLE FOR OTHERS TO
9:39:41AM FOLLOW.
9:39:42AM ACADEMICALLY, MAKENZIE HAS MAINTAINED AN OUTSTANDING
9:39:46AM CUMULATIVE GPA OF 4.0.
9:39:49AM [APPLAUSE]

9:39:49AM FURTHER REFLECTING HER DEDICATION TO EXCELLENCE.

9:39:56AM WITH THESE QUALITIES ALREADY EVIDENT SO EARLY IN HER HIGH
9:40:00AM SCHOOL CAREER, HER FUTURE IS EXCEPTIONALLY BRIGHT.
9:40:04AM MAKENZIE IS A TREMENDOUS ASSET TO THE BONITA SPRINGS HIGH
9:40:06AM SCHOOL COMMUNITY AND PROUDLY EMBODIES THE CORE VALUES OF
9:40:09AM TEAMWORK, RESPECT, AND COMMUNITY-FOCUSED LEADERSHIP.
9:40:12AM PRESENTED ON THIS 18th DAY OF FEBRUARY, 2026.
9:40:16AM CONGRATULATIONS.
9:40:18AM [APPLAUSE]
9:40:44AM [APPLAUSE]
9:41:18AM >>Mayor Ribble: OKAY.
9:41:19AM NEXT ON THE AGENDA IS THE APPROVAL OF THE AGENDA.
9:41:21AM DOES ANYONE HAVE ADDITIONS, DELETIONS OR CHANGES TO THE
9:41:24AM AGENDA?
9:41:24AM SEEING NONE, MAY I HAVE A MOTION TO ACCEPT THE AGENDA?
9:41:28AM THANK YOU, COUNCILMAN McLAIN AND SECOND FROM COUNCILMAN
9:41:33AM LOPEZ.
9:41:34AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
9:41:36AM >>Jon McLain: AYE.
9:41:37AM >>Lori Fayhee: AYE.
9:41:39AM >>Rafael Lopez: AYE.
9:41:40AM >>Jim Ward: AYE.
9:41:41AM >>Vice-Mayor Zalucki: AYE.
9:41:43AM >>Mayor Ribble: AYE.
9:41:43AM NEXT WE HAVE PUBLIC COMMENT ON NON-AGENDA ITEMS.

9:41:48AM >>Carol Sacco: WE HAVE NONE, MAYOR.
9:41:49AM >>Mayor Ribble: ALL RIGHT.

9:41:50AM THANK YOU.

9:41:51AM NEXT WE HAVE THE CONSENT AGENDA, WHICH IS THE FEBRUARY 4,

9:41:58AM 2026 VILLAGE COUNCIL MEETING MINUTES.

9:42:01AM DO ANY OF THE COUNCIL MEMBERS HAVE ANY COMMENTS OR QUESTIONS

9:42:05AM REGARDING THE MINUTES?

9:42:06AM IN THAT CASE, IS THERE ANY PUBLIC COMMENT?

9:42:10AM >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.

9:42:12AM >>Mayor Ribble: MAY I HAVE A MOTION, PLEASE?

9:42:14AM MR. McLAIN AND VICE-MAYOR.

9:42:18AM THANK YOU.

9:42:18AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?

9:42:20AM >>Jim Ward: AYE.

9:42:22AM >>Rafael Lopez: AYE.

9:42:24AM >>Lori Fayhee: AYE.

9:42:25AM >>Jon McLain: AYE.

9:42:27AM >>Vice-Mayor Zalucki: AYE.

9:42:28AM >>Mayor Ribble: AYE.

9:42:29AM NEXT ON THE AGENDA IS ACTION ITEM 7A, WILLIAMS ROAD AND

9:42:36AM ATLANTIC GULF BOULEVARD AMENDMENT 2.

9:42:40AM STEVE, WOULD YOU LIKE TO INTRODUCE THIS FOR US, PLEASE?

9:42:42AM >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.

9:42:45AM THIS ACTION ITEM BEFORE THE COUNCIL REGARDING THE WILLIAMS

9:42:50AM ROAD AT ATLANTIC GULF BOULEVARD JUST WEST OF U.S. 41 IS A

9:42:58AM PROBLEM INTERSECTION, AMONG THE WORSE THAT WE HAVE IN THE

9:43:02AM VILLAGE.

9:43:03AM OUR EFFORTS TO RESOLVE THIS ISSUE HAVE BEEN STYMIED BY THE

9:43:08AM OWNERSHIP GROUP OF ONE OF THE ADJOINING PROPERTY OWNERS, AND
9:43:11AM WE'RE COMING TO YOU WITH A MODIFICATION IN THE DESIGN TO
9:43:15AM ACCOMMODATE THE NEW ALIGNMENT AND ROUNDABOUT TO FACILITATE
9:43:24AM THIS CHANGE.
9:43:25AM WITH US TODAY IS DAVID WILLEMS, OUR VILLAGE ENGINEER AND
9:43:30AM DIRECTOR OF PUBLIC WORKS, TO EXPLAIN THE NEW DESIGN.
9:43:36AM AND THIS IS TRULY UNFORTUNATE, BUT NONETHELESS A NECESSARY
9:43:40AM STEP TO GET THIS THING DONE.
9:43:42AM >>David Willems: GOOD MORNING.
9:43:43AM SO OVER THE PAST SEVERAL YEARS, WE'VE BEEN TRYING TO GET
9:43:46AM THIS DESIGN HERE PERMITTED. THIS REALLY PROVIDES ALL THE
9:43:49AM BENEFITS THAT WE WOULD WANT AT THIS INTERSECTION.
9:43:52AM YOU'LL NOTICE LOOKING AT IT THAT IT'S PRETTY WELL ALIGNED
9:43:55AM WITH WILLIAMS ROAD, AND WE WERE ABLE TO FIT SIDEWALKS ON
9:43:59AM BOTH SIDES OF THE ROAD AND THEN A BIKE PATH ON BOTH SIDES.
9:44:03AM INITIALLY WHEN WE WERE WORKING WITH ALL THE ADJACENT
9:44:06AM PROPERTY OWNERS, THEY WERE ALL ON BOARD.
9:44:08AM EVERYBODY INDICATED THAT THEY KNEW THAT THIS WAS AN ISSUE,
9:44:11AM AND THAT THEY WERE WILLING TO WORK WITH US TO GET IT
9:44:13AM ACCOMPLISHED.
9:44:14AM AFTER WE GOT A LITTLE BIT DEEPER INTO THE NEGOTIATIONS, THE
9:44:19AM CORPORATE ARM OF THE LIFE CARE CENTER GOT INVOLVED, AND THEY

9:44:24AM WERE FAIRLY DIFFICULT TO WORK WITH JUST FROM A TIMING
9:44:27AM STANDPOINT, AND THEN IT CAME DOWN A COUPLE OF MONTHS AGO
9:44:30AM THAT IT LOOKED LIKE WE WOULD NOT BE ABLE TO GET TO A
9:44:33AM RESOLUTION THAT ALLOWED US TO USE ANY OF THEIR PROPERTY.

9:44:36AM THERE'S SOME REAL ESTATE AND GRANT FUNDING ISSUES THAT
9:44:40AM BASICALLY MADE IT SO THAT WE WOULD -- IN ORDER TO MOVE THIS
9:44:43AM PROJECT FORWARD, WE'LL HAVE TO GET ALL OF OUR IMPROVEMENTS
9:44:45AM OFF OF THEIR PROPERTY.
9:44:46AM SO WITH THAT, WE TOOK A STEP BACK, WORKED WITH KCA AND CAME
9:44:52AM UP WITH A DESIGN THAT WILL FIX THE TRAFFIC ISSUES.
9:44:58AM IT WILL MAKE EVERYTHING BETTER, BUT IT IS NOT QUITE TO THE
9:45:01AM LEVEL OF WHAT THIS PLAN WAS, AND THAT'S BECAUSE OF THE
9:45:04AM CONSTRAINTS THAT WE HAVE NOW THAT WE CAN'T DO ANYTHING NORTH
9:45:07AM BECAUSE THAT'S WHERE THE LIFE CARE CENTER, AND WE ACTUALLY
9:45:10AM CAN'T DO ANYTHING SOUTH.
9:45:12AM THIS AREA HERE IS A CONSERVATION EASEMENT AND THE WATER
9:45:16AM MANAGEMENT DISTRICT INDICATED THAT WE WOULD NOT BE ALLOWED
9:45:18AM TO IMPACT THAT.
9:45:19AM SO WITH ALL OF THOSE CONSTRAINTS, WE'RE ABLE TO GET CLOSE TO
9:45:25AM WHAT WE WERE PROPOSING BEFORE, BUT IF YOU ZOOM IN A LITTLE
9:45:31AM BIT HERE, YOU SEE THAT BECAUSE OF THE CONSERVATION EASEMENT
9:45:35AM AND THAT WE'RE NOT ABLE TO SHIFT THE ROAD NORTH, WE'RE NO
9:45:38AM LONGER ABLE TO DO THE SIDEWALK ON THE SOUTH SIDE OF THE
9:45:40AM ROAD, WE'RE GOING TO BE ABLE TO MATCH WHAT THE EXISTING
9:45:44AM SIDEWALK IS ON THE NORTH SIDE OF THE ROAD, AND AS YOU CAN

9:45:47AM SEE HERE, THE ROUNDABOUT ITSELF SHIFTS SIGNIFICANTLY FURTHER
9:45:51AM SOUTH.
9:45:53AM THE NEGATIVE OF THAT IS THAT IS A WETLAND, SO WE'LL HAVE TO
9:45:58AM MITIGATE FOR THOSE IMPACTS, WHICH COULD INCREASE THE COST OF
9:46:01AM THE PROJECT A LITTLE BIT.

9:46:02AM OVERALL, I DON'T EXPECT IT TO INCREASE SIGNIFICANTLY BECAUSE
9:46:06AM WE'VE SIMPLIFIED A LOT OF OTHER THINGS.
9:46:09AM IF YOU'LL NOTICE TO THE RIGHT, IT'S A LITTLE BIT OF A
9:46:11AM STRAIGHTER ALIGNMENT, SO A LOT OF THE AREA CLOSER TO U.S. 41
9:46:15AM IS MOSTLY AN OVERLAY WHERE WE WERE SHIFTING THE ROAD BEFORE.
9:46:22AM BUT WITH ALL OF THESE CHANGES, IT'S REALLY A NEW DESIGN.
9:46:26AM WHAT YOU HAVE BEFORE YOU IS A CONTRACT FOR KCA TO TAKE IT
9:46:30AM FROM WHERE IT IS RIGHT NOW AND DESIGN AND PERMIT IT THROUGH
9:46:33AM THE WATER MANAGEMENT DISTRICT AND THE VILLAGE.
9:46:35AM TO BASICALLY IMPLEMENT THIS SOLUTION.
9:46:38AM THIS STILL FIXES ALL THE TRAFFIC ISSUES.
9:46:41AM IT FORCES EVERYBODY THAT'S COMING OUT OF THE WALGREENS TO
9:46:46AM TURN RIGHT.
9:46:47AM THERE WILL BE A TRAFFIC SEPARATOR THERE.
9:46:50AM GO TO THE ROUNDABOUT AND GO AROUND THE ROUNDABOUT TO COME
9:46:53AM BACK.
9:46:55AM YOU'LL SEE THAT THE MEDIAN IS A LITTLE BIT DIFFERENT
9:46:57AM CONFIGURATION BECAUSE OF HOW THE ALIGNMENT IS NOW.
9:47:00AM THERE IS A MUCH BIGGER TRUCK APRON.
9:47:03AM WHAT THAT WILL BE, IT'S A LITTLE BIT OF A RAISED AREA THAT

9:47:05AM YOU ARE NOT GOING TO WANT TO DRIVE OVER IN YOUR CAR, BUT THE
9:47:08AM BIGGER TRUCKS THAT ARE TRYING TO GET DOWN THE ROAD WOULD BE
9:47:11AM ABLE TO GO OVER IT, THEY'LL GO AT A SLOW SPEED.
9:47:14AM WITH THAT, I CAN ANSWER ANY QUESTIONS YOU MIGHT HAVE ABOUT
9:47:17AM THE PROJECT.
9:47:17AM >>Mayor Ribble: COUNCIL?

9:47:21AM >>Jon McLain: DAVID, I WAS LOOKING AT THE ROUNDABOUT ITSELF,
9:47:24AM THE CIRCLE.
9:47:25AM IS THERE GOING TO BE ANY KIND OF A MONUMENT IN THE MIDDLE OR
9:47:29AM WILL YOU SEE THROUGH IT?
9:47:31AM >>David Willems: THERE WON'T BE A MONUMENT BUT THERE WILL BE
9:47:33AM LANDSCAPING.
9:47:34AM >>Jon McLain: TREES HIGH ENOUGH.
9:47:37AM GENERALLY IN A ROUNDABOUT, IT'S BEST NOT TO BE ABLE TO --
9:47:39AM >>David Willems: UNFORTUNATELY, BECAUSE OF THIS LAYOUT AND
9:47:41AM THE NEED FOR THE TRUCKS, IT WILL NOT LOOK LIKE WILLIAMS AND
9:47:45AM VIA COCONUT WHERE YOU CAN'T SEE ANYTHING ON THE OTHER SIDE.
9:47:48AM YOU WILL BE ABLE TO SEE SOME THINGS ON THE OTHER SIDE.
9:47:51AM BUT THE CENTER OF IT WILL BE OBSTRUCTED WITH SHRUBS, LIKELY
9:47:56AM PALM TREES.
9:47:57AM >>Jon McLain: IS THERE A SIDEWALK GOING WEST OF THIS
9:48:02AM INTERSECTION NOW?
9:48:03AM >>David Willems: ON THE NORTH SIDE OF THE ROAD, THE SIDEWALK
9:48:06AM GOES ALL THE WAY TO THE END.
9:48:07AM >>Jon McLain: THERE IS NO WALKWAY WEST COMING INTO THIS

9:48:11AM INTERSECTION.
9:48:11AM >>David Willems: CORRECT.
9:48:12AM >>Jon McLain: BECAUSE THERE'S NOT GOING TO BE ANY WALKWAYS.
9:48:15AM >>David Willems: THERE IS NO SIDEWALK ON THE SOUTH SIDE FROM
9:48:18AM U.S. 41 AND NO SIDEWALK ALONG ATLANTIC GULF BOULEVARD
9:48:21AM EITHER.
9:48:22AM IT'S UNFORTUNATE.

9:48:24AM WE WOULD RATHER BE ABLE TO PUT IN A SIDEWALK.

9:48:26AM BUT BECAUSE OF THE CONSTRAINTS THERE JUST ISN'T ENOUGH ROOM.

9:48:31AM >>Jon McLain: YEAH, I'D LOVE TO HAVE A SEVEN FOOT BIKE LANE.

9:48:34AM BUT YOU HAVE A FOUR FOOT ON BOTH SIDES.

9:48:36AM HEAVILY CONGESTED AREA.

9:48:37AM >>David Willems: THAT PINCH POINT THERE, YOU HAVE THE

9:48:40AM CONSERVATION EASEMENT ON ONE SIDE AND LIFE CARE CENTER ON

9:48:43AM THE OTHER SIDE.

9:48:43AM WE CAN'T EXTEND OUT OF THAT.

9:48:45AM THAT'S WHY THE OTHER ALIGNMENT WAS BETTER.

9:48:47AM WE WERE ABLE TO PROVIDE ALL OF THAT.

9:48:50AM >>Jon McLain: THANK YOU.

9:48:51AM >>Mayor Ribble: COUNCILMAN WARD.

9:48:51AM >>Jim Ward: DAVID, WHAT WAS THE PRIMARY CONCERN OF THE LIFE

9:48:54AM CARE CENTER TO THE ORIGINAL PLAN?

9:48:56AM >>David Willems: IT WASN'T REALLY A CONCERN OF THE PLAN.

9:49:00AM >>Robert Eschenfelder: YOU ALL RECALL WE'VE TALKED ABOUT

9:49:02AM THIS BEFORE.

9:49:02AM WE WORKED VERY HARD FOR A VERY LONG TIME.

9:49:04AM THIS PROPERTY WAS FINANCED WITH, I THINK IT WAS HUD, A

9:49:10AM FEDERAL PROGRAM THAT BUILT IT OUT.

9:49:12AM THAT PROGRAM HAS A WHOLE VARIETY OF RESTRICTIONS AND SO

9:49:17AM FORTH THAT BASICALLY, AT LEAST AS REPRESENTED TO US BY THEIR

9:49:20AM LEGAL COUNSEL, IF YOU MAKE ANY CHANGE ON THIS PROPERTY, YOU

9:49:24AM GOT TO GO THROUGH ALL OF THIS HUD STUFF TO GET APPROVAL AND

9:49:28AM SO FORTH.

9:49:29AM SO THAT WAS ISSUE NUMBER ONE.

9:49:32AM ISSUE NUMBER TWO, TO EVEN GET THIS PROCESS GOING, WE NEEDED

9:49:36AM TO GET THEM TO SIGN BASICALLY BECAUSE WE WOULD BE SORT OF

9:49:41AM COAPPLYING TO CHANGE THE PERMIT, THE WATER PERMIT, TO COSIGN

9:49:47AM FOR THE WATER DISTRICT.

9:49:49AM AND THEY WOULDN'T EVEN DO THAT.

9:49:51AM SO THERE, THEIR THEORY IS YOU ARE PROPOSING TO TAKE JUST A

9:49:56AM LITTLE BIT OF OUR LAND, BUT THAT LITTLE BIT OF OUR LAND IS

9:50:01AM PART OF OUR DRAINAGE PLAN.

9:50:03AM AND SO IN THEORY, WE COULD EXPAND OUR PROPERTY, BUILD MORE

9:50:08AM ON IT IN THE FUTURE WITH THE LAYOUT THAT IT IS NOW.

9:50:11AM IF YOU TAKE EVEN A LITTLE BIT OF OUR DRAINAGE PLAN, YOU'VE

9:50:14AM NOW TAKEN AWAY A HUGE VALUE OF THE POTENTIAL FOR US TO

9:50:18AM EXPAND IN THE FUTURE.

9:50:20AM SO YOU HAVE TO PAY US A TON OF MONEY.

9:50:22AM AND IF YOU WANT IT, YOU'LL HAVE TO TAKE IT BY EMINENT

9:50:26AM DOMAIN.

9:50:27AM IT JUST GOT TO BE SO BURDENSOME THAT I THINK THE DECISION

9:50:29AM WAS MADE TO -- JUST HAVE NO CHOICE.

9:50:33AM VERY UNFORTUNATE.

9:50:34AM I TRIED AS HARD AS I COULD.

9:50:36AM THE ATTORNEY ON THE OTHER SIDE IS VERY NICE, BUT HE IS

9:50:38AM BASICALLY LIKE, LOOK, I WOULD LOVE TO WORK WITH YOU.

9:50:41AM HE WORKS BOTH SIDES.

9:50:42AM HE IS A CITY ATTORNEY SOMEWHERE IN CENTRAL FLORIDA.

9:50:45AM HIS CLIENT WOULD NOT LET HIM MOVE FORWARD.

9:50:49AM HOPE THAT ANSWERS.

9:50:56AM >>Vice-Mayor Zalucki: THANK YOU, DAVID, FOR THIS UPDATE.

9:50:58AM WE HAVE ABOUT \$3.2 MILLION ALLOCATED FOR THIS PARTICULAR

9:51:04AM PROJECT.

9:51:04AM OBVIOUSLY, IS THIS REVISION GOING TO IMPACT THAT?

9:51:07AM ARE WE GOING TO HAVE TO REVISIT THAT IN THE FUTURE?

9:51:10AM >>David Willems: SO AS PART OF THIS REDESIGN, WE WILL GET A

9:51:13AM NEW COST ESTIMATE FOR IT.

9:51:14AM LIKE I SAID, THERE ARE EXPANSIONS.

9:51:17AM WE'LL DO A LITTLE MORE WETLAND IMPACT SO THAT WILL BE A

9:51:20AM LITTLE HIGHER COST, LITTLE MORE FILL.

9:51:22AM BUT WE SIMPLIFIED EVERYTHING OVER BY U.S. 41.

9:51:24AM SO THE HOPE IS THAT IT'S AT LEAST CLOSE TO WHAT IT WAS

9:51:28AM BEFORE.

9:51:28AM BUT WE'LL KNOW THAT PROBABLY IN THE FIRST COUPLE OF MONTHS

9:51:31AM OF THE CONTRACT.

9:51:32AM >>Vice-Mayor Zalucki: AS FAR AS TIMING, OBVIOUSLY THIS WILL

9:51:34AM PUSH US OUT.

9:51:35AM ABOUT ONE YEAR FROM TODAY, WE'LL HAVE THE COMPLETED DESIGN

9:51:38AM PACKAGE.

9:51:38AM WE HAVE \$2.5 MILLION ALLOCATED FOR THIS FISCAL YEAR FOR THIS

9:51:42AM PROJECT.

9:51:42AM WE'LL JUST PUSH THAT FORWARD TO 27-28?

9:51:46AM >>David Willems: YES.

9:51:47AM >>Vice-Mayor Zalucki: THE PROJECT WILL BE DELAYED ABOUT A

9:51:48AM YEAR BECAUSE OF THIS.

9:51:49AM >>David Willems: YES.
 9:51:50AM >>Vice-Mayor Zalucki: THANK YOU.
 9:51:51AM >>Mayor Ribble: ANY OTHER COMMENTS?
 9:51:52AM IS THERE ANY PUBLIC COMMENT?
 9:51:58AM >>Carol Sacco: NO PUBLIC COMMENT OR NO E-COMMENTS.
 9:52:01AM >>Mayor Ribble: IN THAT CASE, COULD I HAVE A MOTION TO
 9:52:03AM APPROVE THE AWARD OF CONTRACT EC2020-01 STA02 AMENDMENT 02
 9:52:11AM TO KISINGER CAMPO & ASSOCIATES FOR \$241,212.
 9:52:17AM DO I HEAR A MOTION?
 9:52:18AM COUNCILWOMAN FAYHEE AND A SECOND COUNCILMAN WARD.
 9:52:23AM THANK YOU.
 9:52:23AM MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
 9:52:26AM >>Jon McLain: AYE.
 9:52:27AM >>Lori Fayhee: AYE.
 9:52:28AM >>Rafael Lopez: AYE.

 9:52:30AM >>Jim Ward: AYE.
 9:52:31AM >>Vice-Mayor Zalucki: AYE.
 9:52:32AM >>Mayor Ribble: AYE.
 9:52:33AM ITEM 7B.
 9:52:39AM ADOPTION OF RESOLUTION NUMBER 2026-01 TO FACILITATE THE
 9:52:45AM CREATION OF A PURCHASING CARD PROGRAM FOR THE VILLAGE.
 9:52:49AM MADAM CLERK, WILL YOU PLEASE READ THIS RESOLUTION?
 9:52:51AM >>Carol Sacco: RESOLUTION 2026-01, A RESOLUTION OF THE
 9:52:54AM VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA,
 9:52:56AM AUTHORIZING THE VILLAGE TO ESTABLISH A PURCHASING CARD
 9:52:59AM ACCOUNT WITH SYNOVUS BANK, MAKING RELATED FINDINGS,

9:53:04AM PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE
9:53:07AM DATE.
9:53:07AM >>Mayor Ribble: THANK YOU.
9:53:07AM STEVE, WOULD YOU INTRODUCE THIS FOR US?
9:53:09AM >>Steven Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
9:53:12AM COUNCIL.
9:53:13AM THE ESTABLISHMENT OF A PURCHASING CARD IS A RELATIVELY
9:53:17AM STRAIGHTFORWARD, SIMPLE WAY OF IMPROVING OUR PURCHASING
9:53:21AM OPERATIONS.
9:53:22AM I WOULD LIKE TO CALL ON OUR FINANCE DIRECTOR KEVIN
9:53:24AM GREENVILLE TO EXPLAIN.
9:53:27AM THIS NONETHELESS REQUIRES COUNCIL APPROVAL TO IMPLEMENT.
9:53:29AM KEVIN.
9:53:30AM >>Kevin Greenville: THANK YOU, STEVE.

9:53:31AM GOOD MORNING, MAYOR AND COUNCIL.
9:53:33AM BEFORE YOU IS A RECOMMENDATION TO ADOPT A RESOLUTION TO
9:53:38AM CREATE A P-CARD PROGRAM, A PURCHASING CARD PROGRAM.
9:53:43AM PREVIOUSLY WITH TRUIST BANK, WE USED OUR CREDIT CARD JUST
9:53:46AM FOR SMALL PURCHASES WHEN IT WASN'T REALLY FEASIBLE TO USE A
9:53:52AM CHECK.
9:53:52AM WITH THE CREATION OF THIS P-CARD PROGRAM, WE'RE LOOKING TO
9:53:56AM MAKE IT MORE EXPANSIVE, TO USE IT MORE WITH VENDORS ON A
9:53:59AM RECURRING BASIS AND TO GET CASH BACK ON THAT JUST AS ANOTHER
9:54:04AM REVENUE STREAM.
9:54:04AM WE LOOKED AT A COUPLE OF DIFFERENT PROGRAMS.
9:54:10AM WE THINK GOING WITH SYNOVUS' PROGRAM JUST BECAUSE OF THE

9:54:15AM PRIOR RELATIONSHIP, BUT ALSO THEIR RATES WERE REALLY
9:54:18AM COMPETITIVE, WHERE WE EXPECT OUR ANNUAL SPEND TO BE.
9:54:22AM WITH THAT, I'LL BE HAPPY TO ANSWER ANY QUESTIONS YOU MAY
9:54:24AM HAVE.
9:54:26AM >>Mayor Ribble: KEVIN, HOW MANY CARDS DOES THIS INVOLVE?
9:54:29AM HOW MANY ADDITIONAL CARDS DOES THIS INVOLVE?
9:54:33AM >>Kevin Greenville: SO WE'LL PROBABLY GET A CARD FOR EACH
9:54:37AM DIRECTOR AND THEN USE LIKE THE MASTERCARD FOR ALL OF THE
9:54:41AM ONES THAT ARE RECURRING WITH VENDORS.
9:54:43AM EACH DIRECTOR WILL HAVE A PURCHASING CARD AND THEN THERE
9:54:45AM WILL BE SORT OF A MASTER ONE FOR THE VILLAGE.
9:54:48AM >>Mayor Ribble: THANK YOU.
9:54:49AM VICE-MAYOR.

9:54:51AM >>Vice-Mayor Zalucki: THANK YOU, KEVIN. THIS MAKES SENSE TO
9:54:53AM ME.
9:54:54AM ONE QUESTION MAYBE TO ROB FROM A LEGAL PERSPECTIVE.
9:54:56AM IF ANYTHING IN THE TERMS OF THIS RESOLUTION CHANGE IN THE
9:55:01AM FUTURE, DOES IT HAVE TO COME BACK TO COUNCIL?
9:55:04AM >>Robert Eschenfelder: YES.
9:55:06AM RESOLUTION BY YOU IS A RESOLUTION BY YOU.
9:55:09AM >>Vice-Mayor Zalucki: INCLUDING DETAILS, RIGHT?
9:55:11AM >>Robert Eschenfelder: YES.
9:55:12AM >>Vice-Mayor Zalucki: ONLY REASON I BRING THAT UP, IN
9:55:14AM SECTION 3 IT NAMES STEVE AND KEVIN.
9:55:17AM I DIDN'T KNOW IF AT SOME POINT IN THE FUTURE THEY DECIDE TO
9:55:20AM LEAVE --

9:55:21AM >>Robert Eschenfelder: ONE WEIRD THING ABOUT SYNOVUS,
9:55:23AM BECAUSE I HAVE DONE THESE P-CARD -- MANY OF MY CLIENTS HAVE
9:55:27AM P-CARD.
9:55:28AM SYNOVUS HAS REALLY SOME MORE DETAILED THINGS THAT HAVE TO BE
9:55:32AM DONE, INCLUDING THIS RESOLUTION, WHICH A LOT OF ISSUERS
9:55:36AM DON'T EVEN REQUIRE.
9:55:37AM THAT RESOLUTION EXPRESSLY REQUIRES YOU TO NAME THE SPECIFIC
9:55:43AM PEOPLE.
9:55:44AM SO IN THE FUTURE, IF WE DO HAVE TO CHANGE, WE'LL HAVE TO
9:55:46AM COME BACK WITH AN UPDATED RESOLUTION.
9:55:49AM >>Vice-Mayor Zalucki: THANK YOU.
9:55:50AM >>Mayor Ribble: ANY OTHER QUESTIONS?

9:55:51AM MADAM CLERK, IS THERE ANY PUBLIC COMMENT?
9:55:54AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
9:55:56AM >>Mayor Ribble: THANK YOU, KEVIN.
9:55:58AM IN THAT CASE, CAN I HAVE A MOTION TO ADOPT RESOLUTION
9:56:01AM 2026-01?
9:56:03AM COUNCILMAN LOPEZ AND A SECOND BY THE VICE-MAYOR.
9:56:06AM MADAM CLERK, PLEASE CALL THE ROLL.
9:56:09AM >>Jim Ward: AYE.
9:56:11AM >>Rafael Lopez: AYE.
9:56:12AM >>Lori Fayhee: AYE.
9:56:15AM >>Jon McLain: AYE.
9:56:15AM >>Vice-Mayor Zalucki: AYE.
9:56:17AM >>Mayor Ribble: AYE.
9:56:17AM ITEM NUMBER 7C, THE EC26017 BOND COUNSEL AGREEMENT.

9:56:27AM STEVE, WOULD YOU INTRODUCE THIS, PLEASE?

9:56:29AM >>Steven Sarkozy: THANK YOU MAYOR AND MEMBERS OF COUNCIL.

9:56:32AM THIS PROPOSED AGREEMENT WITH NABORS, GIBLIN AND NICKERSON,

9:56:37AM LEGAL FIRM, FOR BOND COUNSEL SERVICES IS PROPOSED.

9:56:41AM IT COMES TO YOU AS A RESULT OF A PIGGYBACK ARRANGEMENT WHERE

9:56:51AM WE ARE PIGGY BACKING ON ANOTHER COMPETITIVE PROPOSAL PROCESS

9:56:55AM IN THIS CASE BY THE CITY OF PORT ST. LUCIE.

9:56:58AM THERE ARE RELATIVELY FEW FIRMS IN THE STATE THAT DO BOND

9:57:03AM COUNSEL SERVICES, AND TO THE EXTENT THAT THE VILLAGE COUNCIL

9:57:06AM IS CONSIDERING A MUNICIPAL BOND FOR SOME OF OUR CAPITAL

9:57:10AM IMPROVEMENT PROGRAMS, THE CONTENT OF WHICH YET WOULD BE

9:57:13AM DETERMINED AT A LATER DATE, WE NEED BOND COUNSEL SERVICES AS

9:57:18AM WE BEGIN TO STRUCTURE THAT PROGRAM.

9:57:20AM WHAT WOULD BE NECESSARY TO ASSIST THE COUNCIL WOULD BE

9:57:28AM SERVICES TO CREATE BOND RESOLUTIONS, TRUST INDENTURES,

9:57:33AM ESCROW AGREEMENTS, CLOSING DOCUMENTS, AND ALL OTHER RELATED

9:57:36AM FINANCIAL DOCUMENTS NECESSARY FOR A MUNICIPAL BOND.

9:57:39AM THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL, AND

9:57:47AM THE COST IS OUTLINED IN YOUR PACKAGE, BUT WILL BE HIGHLY

9:57:51AM DEPENDENT UPON THE NUMBER OF ELEMENTS THAT WOULD BE IN THE

9:57:54AM BOND ULTIMATELY.

9:57:57AM >>Mayor Ribble: ANY QUESTIONS, COUNCIL?

9:57:58AM NO.

9:58:01AM IS THERE ANY PUBLIC COMMENT?

9:58:02AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.

9:58:04AM >>Mayor Ribble: ALL RIGHT.

9:58:05AM I NEED A MOTION TO APPROVE THE PIGGYBACK AGREEMENT WITH
 9:58:08AM NABORS, GIBLIN AND NICKERSON FOR BOND COUNSEL SERVICES.
 9:58:11AM MOTION BY COUNCILMAN LOPEZ AND A SECOND BY THE VICE-MAYOR.
 9:58:14AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
 9:58:18AM >>Jon McLain: AYE.
 9:58:20AM >>Lori Fayhee: AYE.
 9:58:21AM >>Rafael Lopez: AYE.
 9:58:23AM >>Jim Ward: AYE.
 9:58:24AM >>Vice-Mayor Zalucki: AYE.
 9:58:25AM >>Mayor Ribble: AYE.

 9:58:30AM THAT BRINGS US TO COUNCIL COMMUNICATIONS.
 9:58:32AM DOES ANYONE HAVE ANYTHING FOR THE GOOD OF THE VILLAGE?
 9:58:36AM >>Vice-Mayor Zalucki: MAYOR, SINCE WE HAVE AN AUDIENCE HERE.
 9:58:38AM THANK YOU, EVERYBODY, FOR BEING HERE.
 9:58:40AM MARCH 21st, SATURDAY, WE HAVE ESTERO FEST.
 9:58:43AM WE'D LOVE ALL OF YOU TO PLEASE ATTEND.
 9:58:45AM IT'S A FREE EVENT, MEANING THE ENTERTAINMENT IS FREE.
 9:58:48AM WE HAVE THREE LIVE BANDS.
 9:58:49AM WE HAVE FOOD TRUCKS.
 9:58:52AM WE HAVE THE LEE COUNTY SHERIFF'S OFFICE AND THEIR ASSETS.
 9:58:55AM WE HAVE ESTERO FIRE RESCUE.
 9:58:57AM WE HAVE A BEER AND WINE GARDEN.
 9:58:59AM IT'S GOING TO BE A LOT OF FUN.
 9:59:01AM IT STARTS AT 1 P.M. AND ENDS AT 8 P.M.
 9:59:03AM IT IS AN ENTIRE DAY.
 9:59:05AM WE HAVE A KID ZONE, TOO, IF I DIDN'T MENTION THAT.

9:59:07AM ENTIRE DAY FOR THE ENTIRE FAMILY.
 9:59:09AM PLEASE COME OUT.
 9:59:10AM RIGHT DOWN THE STREET BY THE PARK, ESTERO RECREATIONAL PARK.
 9:59:14AM LOVE TO SEE YOU THERE.
 9:59:15AM MARCH 21st.
 9:59:16AM THANK YOU, MAYOR.
 9:59:16AM >>Mayor Ribble: ANYTHING ELSE?
 9:59:17AM MR. ESCHENFELDER, DO YOU HAVE ANYTHING FOR US?
 9:59:20AM >>Robert Eschenfelder: NO, MA'AM.

 9:59:21AM >>Mayor Ribble: MR. SARKOZY?
 9:59:22AM >>Steven Sarkozy: YES.
 9:59:23AM JUST A QUICK UPDATE.
 9:59:25AM THE COUNCIL, OF COURSE, IS INVOLVED IN OUR SEPTIC TO SEWER
 9:59:28AM PROGRAM WHICH IS ONE OF OUR BIG THREE CAPITAL IMPROVEMENT
 9:59:32AM EFFORTS.
 9:59:33AM THE FIRST TWO PROJECTS TO REMOVE ANY TYPE OF DISCHARGE, ANY
 9:59:38AM FORM OF DISCHARGE INTO OPEN PONDS AND ULTIMATELY THE RIVER
 9:59:42AM ARE WELL UNDERWAY.
 9:59:43AM I'D LIKE TO TURN IT OVER TO DAVID WILLEMS TO EXPLAIN BOTH
 9:59:48AM SUNNY GROVE AS WELL AS CYPRESS BEND AND THE PROGRESS TO
 9:59:52AM DATE.
 9:59:52AM THOSE ARE WELL UNDER CONSTRUCTION.
 9:59:55AM >>David Willems: SO BOTH PROJECTS ARE MOVING FORWARD WELL.
 9:59:59AM BOTH HAVE THE KIND OF UNDERGROUND, A LOT OF THE UNDERGROUND
 10:00:03AM FORCE MAIN AND WATER MAIN WORK COMPLETED.
 10:00:05AM THEY ARE CONNECTED INTO THE COUNTY SYSTEM.

10:00:09AM WORKING ON THE FINAL CLEARANCES FOR SUNNY GROVE.
 10:00:13AM YESTERDAY, I BELIEVE THEY WERE INSTALLING THE ACTUAL LIFT
 10:00:16AM STATION OVER AT CYPRESS BEND.
 10:00:19AM AND THEN KIND OF THE BIGGEST NEWS IS, AS WE ALL KNOW, FPL IS
 10:00:24AM REALLY THE KIND OF CRITICAL PATH ITEM.
 10:00:28AM WE GOT INFORMATION YESTERDAY THAT THEY SHOULD BE OUT THERE
 10:00:31AM DOING THAT WORK IN THE NEXT COUPLE OF WEEKS.
 10:00:34AM IF YOU GO BACK TO WHAT THE ORIGINAL SCHEDULE WAS, THAT KIND

 10:00:37AM OF PUTS US BASICALLY RIGHT ON SCHEDULE AS FAR AS WHERE WE
 10:00:41AM THOUGHT WE WOULD BE WITH THE CONTRACTOR PROVIDED TO US.
 10:00:44AM SO EVERYTHING MOVING FORWARD.
 10:00:46AM IT LOOKS LIKE THEY SHOULD BE DONE WHEN WE INITIALLY THOUGHT.
 10:00:50AM THERE ARE A FEW THINGS DONE A LITTLE BIT AHEAD OF TIME, IF
 10:00:53AM YOU LOOK AT THE SCHEDULE, BUT IT IS REALLY THE FPL THAT WILL
 10:00:57AM CONTROL WHEN BOTH OF THOSE ARE ABLE TO GO ONLINE.
 10:00:59AM >>Mayor Ribble: THAT'S GOOD NEWS.
 10:01:01AM THANK YOU, DAVID.
 10:01:01AM ALL RIGHT.
 10:01:04AM WELL, IF THERE'S NOTHING ELSE, WE WILL ADJOURN THE REGULAR
 10:01:06AM SESSION AND CONVENE THE WORKSHOP THAT EVERYBODY IS ANXIOUSLY
 10:01:10AM WAITING TO HEAR.
 10:01:10AM AN UPDATE ON THE BONITA ESTERO RAIL TRAIL CORRIDOR
 10:01:15AM ACQUISITION.
 10:01:17AM STEVE, WOULD YOU INTRODUCE THIS?
 10:01:20AM >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 10:01:22AM THE BERT LINE, THE BONITA ESTERO RAIL TRAIL HAS BEEN IN

10:01:27AM DISCUSSION AND NEGOTIATION FOR YEARS NOW.

10:01:30AM PLEASED TO REPORT THAT TODAY WE'RE BRINGING FORWARD THE

10:01:36AM PROPOSAL TO ACQUIRE THE LINE FROM THE SEMINOLE GULF

10:01:41AM RAILROAD.

10:01:41AM THIS IS BASICALLY -- WHAT I'M PROVIDING HERE IS A BASIC

10:01:48AM PROCESS INTRODUCTION, THAT THIS IS A WORKSHOP.

10:01:51AM WE'RE INTENDING ONLY TO PRESENT THIS.

10:01:53AM OUR HOPE FOR THE OUTCOME OF THE WORKSHOP IS TO GET OUR

10:01:58AM COUNCIL CONSENSUS TO ALLOW STAFF AND OUR ATTORNEYS TO MOVE

10:02:02AM FORWARD WITH THE FINAL DOCUMENTS.

10:02:05AM AS WE PREPARED FOR THIS, WE HAVE NOT ONLY THE MATERIAL

10:02:11AM THAT'S IN YOUR PACKET, BUT TWO OTHER BINDERS.

10:02:15AM THE FIRST YOU RECEIVED IN YOUR -- WITH YOUR PACKET.

10:02:20AM IT'S AN EXTENSIVE AMOUNT OF RECORDS RELATED -- I'M SURE YOU

10:02:25AM ALL READ THIS ALREADY -- BUT IT'S AN EXTENSIVE NUMBER OF

10:02:29AM RECORDS RELATED TO THIS PURCHASE.

10:02:31AM THIS IS NOT COMPLETE.

10:02:34AM AS WE MOVE FORWARD WITH THE DUE DILIGENCE, THERE WILL BE

10:02:36AM ADDITIONAL ITEMS ADDED TO THIS BINDER.

10:02:39AM THIS BINDER IS ENTIRELY PUBLIC, SO WE HAVE COPIES THAT ARE

10:02:43AM AVAILABLE HERE AT VILLAGE HALL.

10:02:46AM THEY ARE NOT FREE TO PICK UP, BUT THE PUBLIC IS WELCOME TO

10:02:49AM LOOK AT IT.

10:02:51AM AND IT GIVES US KIND OF A GUIDE AS TO WHAT'S HERE.

10:02:55AM IMPORTANTLY, I WOULD LIKE TO POINT OUT THAT THE VILLAGE HAS

10:03:00AM HAD A COUNCIL LIAISON TRYING TO WORK THROUGH THE BERT

10:03:05AM PROCESS SINCE ABOUT EARLY 2017.

10:03:08AM FIRST WITH COUNCIL MEMBER AND FORMER MAYOR NICK BATOS AND

10:03:13AM MORE RECENTLY NOW WITH COUNCIL MEMBER JON McLAIN.

10:03:16AM SO WHAT I'D LIKE TO DO IS TURN THIS OVER TO COUNCIL MEMBER

10:03:21AM McLAIN TO ACKNOWLEDGE ON MY BEHALF AT LEAST THE HUGE

10:03:27AM AMOUNT OF TIME THAT HE'S PUT INTO THIS EFFORT.

10:03:30AM BUT WITH FURTHER SHORT INTRODUCTIONS BEFORE WE TURN IT OVER

10:03:35AM TO THE TRUST FOR PUBLIC LAND.

10:03:37AM >>Jon McLain: THANK YOU, STEVE.

10:03:40AM SOME OF YOU MAY NOT KNOW, BUT THE INTEREST IN ACQUIRING THE

10:03:43AM SEMINOLE GULF RAILROAD CORRIDOR BEGAN BEFORE INCORPORATION

10:03:47AM OF THE VILLAGE COUNCIL.

10:03:48AM THIS LONG-STANDING ASPIRATION DEMONSTRATES THE SIGNIFICANCE

10:03:51AM OF THE CORRIDOR FOR THE COMMUNITY AND UNDERScores THE

10:03:55AM SUSTAINED EFFORTS INVESTED IN PURSUING THIS OPPORTUNITY.

10:03:58AM THE COUNCIL'S PATIENCE THROUGHOUT THIS COMPLEX PROCESS HAS

10:04:02AM BEEN GREATLY APPRECIATED BY ME AND ALL THE TEAM MEMBERS.

10:04:06AM NAVIGATING THE INTRICACIES INVOLVED IN ADVANCING TOWARDS

10:04:11AM TODAY'S MILESTONE REQUIRES PERSISTENCE AND COOPERATION FROM

10:04:15AM ALL STAKEHOLDERS.

10:04:16AM THE COUNCIL'S UNDERSTANDING AND WILLINGNESS TO ALLOW TIME

10:04:19AM FOR THOROUGH DELIBERATION HAVE BEEN INSTRUMENTAL IN REACHING

10:04:23AM THIS STAGE.

10:04:24AM AS STEVE MENTIONED THIS MORNING, THAT DURING TODAY'S

10:04:31AM MEETING, THE NEXT STEP IS TO SEEK CONSENSUS FROM THE

10:04:35AM COUNCIL, SPECIFICALLY THE COUNCIL IS BEING ASKED TO PROVIDE

10:04:39AM GUIDANCE REGARDING WHETHER THE ADMINISTRATION SHOULD MOVE
10:04:43AM FORWARD WITH FINALIZING THE PURCHASE OF THE RAILROAD AND, IF
10:04:47AM SO, WHICH SALE OR LEASE OPTION WOULD BE BEST TO PROCEED
10:04:53AM WITH.
10:04:54AM BUT BEFORE DISCUSSING A LOT OF DETAIL OF THIS, WHICH IS

10:04:58AM INCLUDED IN YOUR BOOK, I'D LIKE TO ACKNOWLEDGE THE TEAM THAT
10:05:05AM HAS BEEN WORKING ON THIS FOR A COUPLE OF YEARS HERE AND THE
10:05:09AM LAST YEAR VERY, VERY INTENSELY.
10:05:12AM SO I'D LIKE TO START THE INTRODUCTIONS OF THAT, OUR TEAM
10:05:16AM LEADER FROM THE SOUTHEAST REGIONAL CONSERVATION DIRECTOR FOR
10:05:21AM THE TRUST FOR PUBLIC LANDS IS DOUG HATTAWAY.
10:05:24AM DOUG IS IN THE AUDIENCE HERE IN THE WHITE SHIRT.
10:05:27AM DOUG IS GOING TO BE SPEAKING HERE IN A FEW MINUTES.
10:05:31AM HE'LL DO SOME OF THE HEAVY LIFTING OF ALL THE DETAILS IN
10:05:34AM THIS AND IS OPEN DURING HIS PRESENTATION TO QUESTIONS.
10:05:38AM IN ADDITION TO THAT, BECAUSE THIS IS 11.4-MILE CORRIDOR,
10:05:42AM OBVIOUSLY, BONITA SPRINGS IS INVOLVED.
10:05:44AM BONITA SPRINGS REPRESENTATIVE IS COUNCILMAN CHRIS CORRIE.
10:05:48AM AS A MATTER OF FACT, CHRIS IS ACTIVELY ENGAGED AT THE MOMENT
10:05:51AM IN HAVING THEIR OWN MEETING IN BONITA SPRINGS PRETTY MUCH
10:05:56AM COVERING THE SAME THINGS THAT WE'RE COVERING TODAY.
10:05:58AM AND THEN THE THIRD LEG OF THE TABLE THAT WE'VE GOT HERE IS
10:06:03AM COLLIER COUNTY.
10:06:04AM COLLIER COUNTY HAS ONE OF THEIR COMMISSIONERS, CHRIS HALL,
10:06:10AM AND TRINITY SCOTT WHO IS A DEPARTMENT HEAD FOR
10:06:13AM TRANSPORTATION MANAGEMENT SERVICES IN COLLIER COUNTY.

10:06:16AM OF COURSE, THEN WE HAVE STEVE AND MYSELF ON THAT TEAM.

10:06:21AM AND THEN ADDITIONALLY, DEB ORTON, COFOUNDER AND PRESIDENT OF

10:06:26AM THE FRIENDS OF BERT, A LOT OF YOU KNOW DEB.

10:06:29AM MOST OF US KNOW DEB BECAUSE SHE IS PRETTY ACTIVE IN HERE.

10:06:33AM DEB IS ACTUALLY DOWN IN BONITA SPRINGS ALSO TO ASSIST THEM

10:06:37AM IN THE DETAILS ALONG WITH CHARLES HINES WITH THE TRUST FOR

10:06:43AM PUBLIC LAND.

10:06:44AM I HOPE THEY CAN GUIDE BEST DOWN THERE AT BONITA SPRINGS.

10:06:49AM I THINK COLLIER COUNTY IS PRETTY MUCH READY TO MOVE FORWARD

10:06:53AM AFTER DUE DILIGENCE AND ALL THAT.

10:06:55AM THAT'S GOOD.

10:06:56AM IN ATTENDANCE TODAY, WE'VE GOT LOTS OF YELLOW SHIRTS OUT

10:07:02AM THERE, BUT I'D LIKE TO RECOGNIZE STEVE GUNTHER.

10:07:07AM HE IS THE TREASURER OF FRIENDS OF BERT.

10:07:09AM AND BETH CASTRO IS THE VICE PRESIDENT THERE.

10:07:11AM WELCOME TO ALL THE MEMBERS OF BERT THAT ARE IN HERE.

10:07:16AM SPEAKING OF BERT, MOST OF YOU IN HERE ARE FAMILIAR WITH IT,

10:07:19AM BUT IF ANYBODY IS WATCHING, I WANT TO ACKNOWLEDGE THE

10:07:23AM EXTRAORDINARY WORK OF THE FRIENDS OF BERT.

10:07:25AM THEY ARE A SIGNIFICANT PARTNER IN THIS EFFORT.

10:07:27AM WHAT IS IMPRESSIVE IS NOT JUST THEIR ADVOCACY, BUT IT'S

10:07:31AM THEIR ACTION.

10:07:33AM A SIGNIFICANT NUMBER OF RESIDENTS FROM BONITA AND ESTERO AND

10:07:36AM COLLIER HAVE DEMONSTRATED THEIR FINANCIAL SUPPORT IN A

10:07:41AM VARIETY OF FUND-RAISING ACTIVITIES.

10:07:44AM BIKE RIDES, FUND-RAISING EFFORTS.

10:07:48AM AND WHEN CITIZENS ARE WILLING TO INVEST THEIR OWN RESOURCES
10:07:51AM INTO A PROJECT LIKE THIS, IT SENDS A POWERFUL MESSAGE, I
10:07:54AM BELIEVE, ABOUT COMMUNITY INTEREST AND CONFIDENCE IN THIS

10:07:57AM KIND OF PROJECT.
10:07:59AM THIS IS WHAT A THOUGHTFUL PUBLIC-PRIVATE PARTNERSHIP LOOKS
10:08:03AM LIKE.
10:08:04AM THE VILLAGE, BONITA SPRINGS AND COLLIER COUNTY ARE DOING
10:08:06AM THEIR DUE DILIGENCE, AND THE COMMUNITY IS SHOWING UP WITH
10:08:11AM TIME, ENERGY, AND FINANCIAL BACKING BECAUSE THEY BELIEVE
10:08:14AM THIS CORRIDOR AND TRAIL WILL SERVE GENERATIONS TO COME.
10:08:19AM FRIENDS OF BERT IS COMMITTING TO AN ONGOING COMMITMENT TO
10:08:22AM THE ADVOCACY AND FUND-RAISING IN THE YEARS TO COME.
10:08:25AM SO I'D LIKE TO EXPRESS MY GRATITUDE FOR BERT AND ALL THE
10:08:30AM FOLKS THAT SHOWED UP HERE TODAY.
10:08:31AM SO WITH NO FURTHER ADO, I'D LIKE TO INVITE DOUG HATTAWAY UP
10:08:38AM AND HAVE AN ACTIVE DISCUSSION, PRESENTATION AND DISCUSSION
10:08:41AM TO ANSWER ALL YOUR QUESTIONS.
10:08:43AM I WILL SAY THAT THIS IS A WORKSHOP.
10:08:47AM WE'VE GOT A BIG BOOK HERE WITH A LOT OF DETAIL IN IT.
10:08:50AM DOUG WILL BE TALKING MORE DETAILS.
10:08:53AM WE WILL BE HAVING ONE ON ONES WITH STEVE HERE BECAUSE
10:08:57AM QUESTIONS COME UP.
10:08:59AM YOU MAY NOT WANT TO ANSWER THEM ALL PUBLICLY.
10:09:01AM BUT EVERYTHING IN THIS IS PUBLIC.
10:09:03AM BUT STEVE CAN GO THROUGH MORE DETAILS OR ANSWER YOUR
10:09:07AM SPECIFIC QUESTIONS IN THIS.

10:09:08AM AND THEN AFTER THAT, WE WILL HAVE ANOTHER -- YOU MAY BE

10:09:13AM COVERING THIS, WE WILL HAVE ANOTHER WORKSHOP AND THEN A VOTE

10:09:18AM BEFORE THE END OF MARCH.

10:09:20AM WE HAVE AN ACTIVE SCHEDULE BETWEEN TODAY AND THE END OF

10:09:24AM MARCH TO EITHER GO FORWARD WITH THIS OR NOT.

10:09:26AM THANK YOU FOR YOUR PATIENCE.

10:09:29AM >>Mayor Ribble: WELCOME, DOUG.

10:09:30AM >> THANK YOU, MAYOR RIBBLE AND MEMBERS OF THE COUNCIL.

10:09:34AM THANK YOU, COUNCIL MEMBER McLAIN, FOR THAT INTRODUCTION.

10:09:37AM I AM HERE TO PROVIDE AN UPDATE REGARDING THE ACQUISITION

10:09:42AM EFFORTS OF THIS RAIL CORRIDOR THAT COUNCIL MEMBER McLAIN

10:09:46AM MENTIONED, 11.4 MILES OF WHICH 4.1 MILES ARE WITHIN THE

10:09:50AM VILLAGE OF ESTERO.

10:09:52AM MY ORGANIZATION, THE TRUST FOR PUBLIC LAND IS A PRIVATE

10:09:55AM NONPROFIT LAND CONSERVATION ORGANIZATION.

10:09:58AM THE SIMPLE REASON WE'RE HERE IS NOT BECAUSE WE THINK THIS IS

10:10:01AM A GOOD IDEA, ALTHOUGH WE DO, IT'S BECAUSE THE COMMUNITY

10:10:05AM THINKS THIS IS A GOOD IDEA.

10:10:07AM WE ARE HERE TO HELP FACILITATE AND REALIZE THE DREAM, THE

10:10:10AM VISION OF THE VILLAGE AND ITS COMMUNITY MEMBERS OF THIS RAIL

10:10:14AM TO TRAIL PROJECT.

10:10:15AM BRIEFLY, THE BENEFITS OF TRAILS ARE MULTIFOLD.

10:10:23AM THEY PROVIDE ECONOMIC BOOST TO LOCAL ECONOMIES, NOT JUST THE

10:10:27AM PEOPLE THAT ARE USING IT, BUT ALSO THE BUSINESS OWNERS THAT

10:10:30AM ARE INVESTING IN EXPANDING AND BUSINESSES IN THE COMMUNITY

10:10:35AM WHERE SURVEYS INDICATE THAT FROM BUSINESS OWNERS WHEN THEY

10:10:37AM ARE MAKING A DECISION TO INVEST THROUGH EXPANSION OR

10:10:40AM RELOCATION OF THEIR BUSINESS, THEY ARE LOOKING AT MANY

10:10:45AM FACTORS.

10:10:46AM OF THE TOP FIVE ARE THE COMMUNITY AMENITIES THAT ARE

10:10:49AM AVAILABLE IN THAT COMMUNITY AND TRAILS, GREENWAYS, AND

10:10:52AM PARKS, OF COURSE, IS ONE OF THOSE.

10:10:53AM THE NUMBER ONE REASON IS GENERALLY THE QUALITY OF THE

10:10:57AM WORKFORCE, WHICH IS UNDERSTANDABLE.

10:10:58AM IT PROVIDES ECONOMIC IMPETUS IN LOCAL COMMUNITIES WHERE

10:11:03AM THESE REGIONAL OR LOCAL TRAILS EXIST.

10:11:06AM ANOTHER HIGHLIGHT FOR TRAILS, PARTICULARLY IN SOUTHWEST

10:11:09AM FLORIDA THAT RESONATES IS ITS SAFETY FEATURES.

10:11:13AM BY GETTING BICYCLISTS AND PEDESTRIANS OFF THE ROADWAYS AND

10:11:17AM COMPETING WITH CARS WHERE THERE ARE MANY CONFLICTS, AND

10:11:21AM HAVING A DEDICATED, SAFER ROUTE TO TRANSPORT THEMSELVES,

10:11:25AM WHETHER IT'S TO SCHOOL, TO CHURCH, TO SHOPPING, TO EACH

10:11:29AM OTHER, THIS IS A MUCH SAFER WAY TO PROVIDE THIS TO THE

10:11:34AM BENEFIT OF THE COMMUNITY.

10:11:35AM SOUTHWEST FLORIDA IS KNOWN TO HAVE SOME OF THE HIGHEST AREAS

10:11:40AM OF DEATHS AS RELATED TO CYCLISTS AND PEDESTRIANS THAT ARE

10:11:46AM COMPETING FOR ROAD SPACE WITH AUTOMOBILES.

10:11:47AM SO THIS IS A VERY HIGHLIGHTED REGION OF THE COUNTRY IN TERMS

10:11:52AM OF THOSE DEATHS AND CERTAINLY IMPROVING HEALTH.

10:11:55AM BUILD IT THEY WILL COME ANALOGY HERE.

10:11:58AM WHEN YOU HAVE A TRAIL THAT IS ACCESSIBLE AND BY ITS NATURE

10:12:01AM IT IS A LINEAR CORRIDOR THAT'S CONNECTING COMMUNITIES AND

10:12:04AM NEIGHBORHOODS AND BUSINESSES AND SCHOOLS, ET CETERA, WHEN
10:12:08AM YOU HAVE THAT ACCESSIBLE AND GENERALLY WE DEFINE THAT AS
10:12:11AM WITHIN A TEN-MINUTE WALK OR BIKE RIDE, IT IMPROVES THEIR
10:12:15AM HEALTH.
10:12:17AM IT HAS NOTABLE, DEMONSTRABLE IMPROVEMENTS ON DIABETES,
10:12:21AM HEALTH DISEASES, ACTUAL TIES INTO COMMUNITY HEALTH BENEFITS
10:12:26AM WHEN THESE TYPES OF AMENITIES ARE AVAILABLE.
10:12:27AM LASTLY, ONE OF THE LESS TANGIBLE, MORE DIFFICULT TO MEASURE
10:12:33AM BENEFITS IS THE SENSE OF PLACE, THE SENSE OF COMMUNITY, AS
10:12:36AM OPPOSED TO BEING IN OUR CARS WITH OUR WINDOWS ROLLED UP AND
10:12:39AM NOT REALIZING WHO IS NEXT TO YOU AT THOSE TRAFFIC LIGHTS,
10:12:43AM YOU ARE OUTDOORS, YOU ARE ENGAGING WITH YOUR COMMUNITY AND
10:12:46AM YOU HAVE A SENSE OF PLACE AND A SENSE OF COMMUNITY.
10:12:48AM SO THAT WAS MY SPIEL.
10:12:51AM I KNOW THAT YOU GUYS HAVE ALREADY HEARD A LOT ABOUT THE
10:12:54AM BENEFITS OF TRAILS, SO I'D LIKE TO JUST JUMP INTO THE
10:12:58AM PROJECT WHICH I SUSPECT THAT YOU ARE INTERESTED IN AS WELL.
10:13:00AM I BELIEVE MANAGER SARKOZY AND COUNCIL MEMBER McLAIN
10:13:07AM MENTIONED HOW LONG THIS PROJECT HAS BEEN GOING ON.
10:13:10AM FROM MY RECOLLECTION AND MEMORY, I BELIEVE I ALSO GOT
10:13:13AM INVOLVED IN THIS PARTICULAR PROJECT IN THE LATE 2000 TEENS.
10:13:18AM WE DID ACTUALLY IN COLLABORATION WITH LEE COUNTY, ESTERO,
10:13:23AM BONITA SPRINGS AND COLLIER IN TRUST OF PUBLIC LAND, WE GOT
10:13:27AM APPRAISAL WORK DONE WAY BACK IN 2020 AND NEGOTIATING WITH
10:13:30AM SEMINOLE GULF, THE OWNER OF THIS RAILWAY, WAY BACK THEN.

10:13:35AM AT THE TIME, THE GAP BETWEEN WHAT WE COULD REALISTICALLY
10:13:37AM MOVE FORWARD WITH AS A NONPROFIT, MUCH LIKE A PUBLIC AGENCY,
10:13:42AM WE HAVE TO HAVE APPRAISAL WORK TO SUPPORT A PRICE THAT WE'RE
10:13:47AM PAYING FOR.
10:13:48AM IN THAT CASE, WE HAD A PRICE EXPECTATION AND A VALUATION
10:13:51AM THAT WERE TOO WIDE OF A GAP TO OVERCOME.
10:13:54AM SO WE PAUSED FOR SEVERAL YEARS.
10:13:56AM THE MOST RECENT EFFORT, WHICH IS THE ONE I'M TALKING ABOUT
10:14:00AM TODAY, STARTED IN ABOUT 2023.
10:14:04AM WE RESTARTED THOSE CONVERSATIONS.
10:14:05AM SEMINOLE GULF CAME BACK TO THE TABLE.
10:14:08AM I THINK THAT WAS FOLLOWING A HURRICANE THAT MAY HAVE LANDED
10:14:11AM IN THE AREA IN BETWEEN.
10:14:12AM I'M NOT ALLEGING THAT IS THE CONNECTION, BUT THEY DID COME
10:14:16AM BACK TO THE TABLE TO SAY CAN WE RESTART THE DISCUSSIONS?
10:14:20AM WE WERE ABLE TO PLACE THIS PROJECT -- SORRY THIS 14.9 -- I
10:14:24AM KNOW YOU HEARD 11.4 MILES A MOMENT AGO -- BUT THE INITIAL
10:14:29AM ITERATION OF THIS CURRENT EFFORT WAS FOR A LONGER 14.9-MILE
10:14:33AM RAIL CORRIDOR FROM ALICO ROAD ALL THE WAY DOWN SOUTH INTO
10:14:40AM COLLIER COUNTY.
10:14:40AM BECAUSE OF THE EFFORTS WE WERE TAKING TO RAISE THE FUNDING,
10:14:44AM WE ALSO HAD THE OPTION TO DO IT IN PHASES.
10:14:47AM SO WE COULD DO A PHASE ONE AND A PHASE TWO.
10:14:50AM BEFORE I JUMP INTO THE DETAILS, I DO WANT TO GIVE A LITTLE
10:14:54AM MORE CONTEXT GEOGRAPHICALLY, WHICH IS THE POINT OF THE
10:14:57AM SLIDE, WHY I HAVE IT IN FRONT OF YOU.

10:14:59AM THIS IS NOT JUST AN ISOLATED STRETCH OF RAIL CORRIDOR.

10:15:02AM THIS IS INTENDED TO BE PART OF THE GULF COAST TRAIL, A

10:15:06AM REGIONAL TRAIL SYSTEM FROM TAMPA, ST. PETERSBURG, SOUTH ALL

10:15:10AM THE WAY INTO NAPLES AND CONNECTING WITH THE PARADISE COAST

10:15:14AM TRAIL IN COLLIER COUNTY AS WELL.

10:15:16AM IT IS INTENDED TO BE -- IT IS A CRITICAL GAP OF THE REGIONAL

10:15:21AM TRAIL SYSTEM.

10:15:22AM AND THOSE MAPS HOPEFULLY GRAPHICALLY REPRESENT THAT.

10:15:27AM TRUST FOR PUBLIC LAND DOES HAVE THE MAJOR PROGRAM.

10:15:30AM WE ARE LEADING EFFORTS IN THE SEVEN COUNTIES AND MULTIPLE

10:15:33AM MUNICIPALITIES.

10:15:33AM IT'S 420 MILES, THAT IMAGE ON THE LEFT, THE GULF COAST

10:15:38AM TRAIL, AND WE'RE INVESTING OUR EFFORTS AND EXPERTISE AND

10:15:40AM TIME IN FILLING THOSE GAPS WHICH ARE THE ORANGEY-TYPE COLOR

10:15:45AM ON THAT MAP THERE.

10:15:47AM YOU CAN SEE IT'S PROBABLY ABOUT 50-50 IN PLACE AND THEN 50%

10:15:52AM GAPS.

10:15:52AM SO WE'RE WORKING WITH ALL OF THESE COMMUNITIES UP AND DOWN

10:15:54AM THE SOUTHWEST COAST OF FLORIDA TO FILL IN THOSE GAPS AND GET

10:15:58AM THIS THING COMPLETED HOPEFULLY IN OUR LIFETIMES.

10:16:01AM SO COUNCIL MEMBER McLAIN, I JUST WANTED TO ADD MY OWN TWO

10:16:10AM CENTS' WORTH REGARDING THE BERT ACQUISITION TASK FORCE.

10:16:14AM WE HAD BEEN WORKING AD HOC OR INFORMALLY AT THE BEGINNING

10:16:19AM COLLABORATIVELY WITH THE LOCAL GOVERNMENTS.

10:16:21AM NOW IT'S THREE, SINCE 2024.

10:16:24AM I HAVE TO COMPLIMENT COUNCIL MEMBER McLAIN AND MANAGER

10:16:27AM SARKOZY FOR THEIR ACTIONS AND LEADERSHIP AS PART OF GETTING
10:16:30AM US HERE.
10:16:31AM IT TAKES A LOT OF STAMINA AND A LOT OF TWISTING AND TURNING
10:16:35AM IN ORDER TO KEEP THESE KINDS OF PROJECTS, WHICH ARE VERY
10:16:38AM COMPLICATED.
10:16:38AM THIS IS NOT JUST ANOTHER REAL ESTATE ACQUISITION.
10:16:41AM THIS IS A RAILROAD CORRIDOR AND ALL OF THE HAIR THAT COMES
10:16:46AM ALONG WITH THE TRANSACTION AND HAVE THE PATIENCE,
10:16:49AM LEADERSHIP, STAMINA THAT BOTH OF THEM DEMONSTRATED TO HELP
10:16:51AM WORK WITH THE TASK FORCE TO GET US HERE WAS VERY
10:16:54AM INSTRUMENTAL.
10:16:55AM SO THANK YOU, COUNCIL MEMBER McLAIN AND MANAGER SARKOZY.
10:16:59AM YOU ALREADY COVERED THE MAKEUP OF THE GROUP.
10:17:02AM AND THEN I WANTED TO ALSO MENTION THAT THIS BOARD DID PASS A
10:17:07AM MEMORANDUM OF AGREEMENT OR UNDERSTANDING AMONG THE FOUR
10:17:11AM LOCAL GOVERNMENTS -- I'M SORRY, THE THREE.
10:17:13AM THAT'S ESTERO TO BE CLEAR, BONITA SPRINGS AND COLLIER AND
10:17:16AM TRUST FOR PUBLIC LAND, THAT LAID OUT SORT OF THE
10:17:19AM COLLABORATIVE EFFORT TO GET TO WHERE WE ARE NOT ONLY TODAY,
10:17:22AM BUT TO GET TO THE FINISH LINE AS WELL AND EVEN INTO THE
10:17:25AM FUTURE ABOUT MANAGEMENT AND COMANAGEMENT AND ALIGNING
10:17:28AM RESOURCES FOR EFFICIENCY.
10:17:30AM SO THAT WAS EXECUTED LAST YEAR.

10:17:32AM AND IT ALSO TOUCHES ON THE ACQUISITION PROCESS AS WELL.
10:17:35AM THE DUE DILIGENCE, LIKE WHEN YOU'RE BUYING A HOUSE, YOU HAVE
10:17:38AM TO DO AN APPRAISAL, SURVEY, ENVIRONMENTAL ASSESSMENT AND

10:17:40AM SUCH.

10:17:41AM SO THAT APPLIES HERE, TOO.

10:17:42AM THE COLLABORATION AND COST SHARING IS ALL CAPTURED IN THAT.

10:17:46AM IT MAKES SENSE FOR US TO SHARE IN THESE COSTS USING PRODUCTS

10:17:49AM THAT WE ALL CAN RELY UPON AND SAVE A LITTLE BIT OF MONEY

10:17:53AM ALONG THE WAY BECAUSE IT IS A BIG-TICKET ITEM AFTER ALL.

10:17:56AM I ALSO WANTED TO TOUCH ON THE FACT THAT WE DID GET IT UNDER

10:18:00AM CONTRACT IN FEBRUARY 2024 AND FOR THE PAST TWO YEARS, WE

10:18:05AM HAVE BEEN EFFORTING AS A GROUP TO RAISE FUNDS FROM OUTSIDE

10:18:08AM SOURCES.

10:18:10AM THAT WAS A KEY PART OF THIS WAS TO DO THE BEST WE COULD TO

10:18:13AM RAISE OTHER FUNDS WITH WHICH TO LEVERAGE LOCAL FUNDS.

10:18:16AM THIS LIST HERE SHOWS YOU ALL OF THE FUNDING SOURCES AND

10:18:19AM EFFORTS THAT WE HAD ATTEMPTED TO SECURE AND WERE UNABLE TO

10:18:24AM SECURE STATE AND FEDERAL FUNDING.

10:18:25AM AND THERE IS A WHOLE HOST OF REASONS FOR THAT.

10:18:28AM I WILL MENTION TO YOU THAT ONE OF THOSE IS BECAUSE A LOT OF

10:18:31AM THESE PROGRAMS, FEDERAL AND STATE, THEY ARE PARTICULARLY

10:18:34AM INTERESTED IN ACTUAL CONSTRUCTION PROJECTS.

10:18:36AM THEY NEED TO SEE THOSE RIBBON CUTTINGS WHEN THE LAST DOLLAR

10:18:40AM GOES OUT THE DOOR AND TO COMPETE WITH CONSTRUCTION PROJECTS

10:18:43AM WITH, HEY, WE'RE ACQUIRING IT, AND SOMEDAY BE ABLE TO

10:18:47AM IMPROVE THAT, THAT WAS PART OF THE CHALLENGE IN SECURING

10:18:49AM THOSE FUNDS.

10:18:49AM BUT I WANTED TO MAKE SURE THAT EVERYONE WAS AWARE OF THE

10:18:52AM COMPLEXITY AND THE LONG LIST OF FUNDING SOURCES THAT WE DID

10:18:55AM REACH OUT TO TRY TO SECURE OVER THE PAST TWO YEARS.

10:18:58AM ALL RIGHT.

10:19:00AM SO THE CURRENT ACQUISITION THEN.

10:19:04AM LET'S SEE.

10:19:05AM THEY ARE BOTH THE SAME, RIGHT?

10:19:06AM NO.

10:19:07AM OKAY.

10:19:07AM SO THE IMAGE ON THE RIGHT IS THE 11.4 MILES.

10:19:11AM THAT'S ESTERO, BONITA SPRINGS AND COLLIER.

10:19:15AM THE SECTION IN ESTERO SHOWN WITH THE IMAGE ON THE LEFT IS

10:19:17AM THE 4.1 MILES.

10:19:19AM I THINK 66.7 ACRES TOTAL.

10:19:21AM IT IS ABOUT 130 FEET WIDE WITHIN THE VILLAGE OF ESTERO.

10:19:26AM THERE ARE A COUPLE OF PINCH POINTS GOING THROUGH BONITA,

10:19:29AM DOWN TO A HUNDRED FEET IS STILL A PRETTY WIDE CORRIDOR.

10:19:32AM BUT IT IS IN ESTERO 130 FEET WIDE.

10:19:37AM YOU CAN SEE IT'S STARTING AT THE NORTH END WITH ESTERO

10:19:42AM PARKWAY AND THEN ENDING AT THE JURISDICTIONAL BOUNDARY WITH

10:19:45AM BONITA SPRINGS.

10:19:46AM SO THAT IS THE STRETCH WITHIN THE VILLAGE OF ESTERO.

10:19:49AM FOR YOUR EDIFICATION, I ALSO WANTED TO SHOW YOU THE SECTIONS

10:19:54AM IN BONITA SPRINGS ON THE LEFT AND THE ONE ENDING IN COLLIER

10:19:57AM COUNTY ON THE RIGHT, WHICH IS AT WIGGINS, THE IMAGINED

10:20:02AM EXTENSION OF THE RIGHT-OF-WAY FOR WIGGINS PASS ROAD THERE.

10:20:04AM THERE IS A CEMEX PACKAGE PLANT AT THE SOUTHERN END THERE.

10:20:10AM SO, YEAH, BONITA SPRINGS HAS THE 5.8 MILES.

10:20:13AM COLLIER COUNTY HAS THE 1.5 MILES.

10:20:15AM ALL RIGHT.

10:20:19AM THE ESTERO TRANSACTION.

10:20:21AM I MENTIONED THE PHYSICAL DIMENSIONS OF IT.

10:20:24AM THE TOTAL PRICE FOR THIS CORRIDOR.

10:20:28AM LET ME GIVE YOU A LITTLE CONTEXT FOR THE PRICE.

10:20:30AM WE DID, AS I MENTIONED, HAD THE 14.9 MILES UNDER CONTRACT.

10:20:35AM WE WENT TO PHASE ONE, WHICH IS THE SAME AS THE 11.4 MILES

10:20:39AM WE'RE TALKING TODAY.

10:20:40AM WE HAD A PURCHASE PRICE IN THERE OF \$70.44 MILLION.

10:20:44AM THAT'S WHAT WE'VE BEEN WORKING WITH THE PAST TWO YEARS TO

10:20:46AM RAISE FUNDS FROM OUTSIDE SOURCES FOR IT.

10:20:49AM THANKS TO THIS COUNCIL BUT ALSO BONITA SPRINGS AND COLLIER

10:20:52AM COUNTY, THERE WERE PLEDGES, I THINK IS THE RIGHT TERM, FOR

10:20:57AM ABOUT \$39 MILLION.

10:20:58AM BUT IT'S NOT \$70.44 MILLION.

10:21:01AM AND WE DIDN'T SEE A VERY CLEAR PATH IN MAKING IT TO THE

10:21:05AM \$70.4 MILLION.

10:21:06AM SO WE WERE ENCOURAGED TO GO BACK TO SEMINOLE GULF TO SAY WE

10:21:13AM CAN'T MAKE THE \$70.4 MILLION.

10:21:17AM AND WE WERE SUCCESSFUL -- AND THIS IS WHAT COUNCIL MEMBER

10:21:20AM McLAIN WAS REFERRING TO ABOUT BASICALLY RENEGOTIATING WITH

10:21:24AM SEMINOLE GULF TO SAY NOT ONLY DO WE NEED TO LOWER THE PRICE,

10:21:29AM MEANING TO SOMETHING ATTAINABLE, BUT WE NEED THE ADDITIONAL

10:21:31AM TIME NECESSARY THAT ONCE WE GET THAT NUMBER LOCKED IN WE CAN

10:21:34AM COMPLETE THE DUE DILIGENCE AND GET TO THE FINISH LINE.

10:21:37AM AND THE FINISH LINE IS THE CLOSING AGREEMENT.

10:21:39AM IT IS ACTUALLY BUYING THE PROPERTY FROM SEMINOLE GULF.

10:21:42AM SO WE WERE SUCCESSFUL IN PRINCIPLE TO GET SEMINOLE GULF TO

10:21:46AM AGREE TO DROPPING IT 15%, I THINK IS WHAT THE PERCENTAGE

10:21:51AM REPRESENTS, DO UNTO THE \$60 MILLION.

10:21:53AM FOR THE 11.4 MILES, ENTIRETY OF WHICH 19.8 IS THE PORTION IN

10:21:58AM ESTERO.

10:21:59AM THAT 19.8 WAS ARRIVED AT FROM A 2024 APPRAISAL UPDATE THAT

10:22:05AM WAS COMPLETED.

10:22:07AM AND THE PROPORTIONATE SHARE OF THE VALUE AT THAT TIME WHICH

10:22:11AM WAS 72-ISH MILLION DOLLARS, SO THE PROPORTIONATE SHARES WERE

10:22:16AM ESTABLISHED, AND THEN THE DIVISION INTO \$60 MILLION.

10:22:19AM AND THAT'S HOW WE ESSENTIALLY ARRIVED AT THE \$19.8 MILLION.

10:22:23AM COUNCIL MEMBER McLAIN MENTIONED THE CONTRACT TYPES.

10:22:27AM WE ARE OFFERING, TRUST FOR PUBLIC LAND IS OFFERING TWO

10:22:30AM OPTIONS FOR THIS COUNCIL TO CONSIDER.

10:22:32AM ONE IS STRAIGHT UP PURCHASE AND SALE AGREEMENT THAT WOULD

10:22:36AM PROVIDE FOR A CLOSING IN OCTOBER.

10:22:38AM THE OTHER ONE IS A LEASE PURCHASE AGREEMENT.

10:22:41AM PROPOSING A TWO-YEAR TERM THAT WOULD ALLOW AN INITIAL

10:22:44AM PAYMENT TO ENTER INTO THE AGREEMENT -- SORRY, LET ME RESTATE

10:22:47AM THAT.

10:22:48AM TO MAKE THE AGREEMENT EFFECTIVE, DAY ONE WHEN YOU BECOME THE

10:22:52AM LESSEE, THERE IS AN INITIAL PAYMENT ON THAT DATE.

10:22:55AM HOPEFULLY I'VE MADE THAT CLEAR.

10:22:56AM AND THEN THERE WOULD BE TWO ANNUAL PAYMENTS SUBSEQUENT TO

10:22:59AM THAT TO COVER THE BALANCE AND SOME HOLDING COSTS TO HELP
10:23:02AM REIMBURSE THE TRUST FOR PUBLIC LAND FOR SOME HOLDING COSTS
10:23:06AM AS WELL DURING THOSE TWO YEARS.
10:23:07AM SO THAT IS ESSENTIALLY THE TWO TYPES OF CONTRACTS THAT WE'RE
10:23:11AM LOOKING AT.
10:23:11AM KEY DATES AND TASKS.
10:23:15AM I WANTED TO HIGHLIGHT, I'VE TRIED TO NUMBER THEM IN
10:23:19AM CHRONOLOGICAL ORDER.
10:23:20AM AS COUNCIL MEMBER McLAIN MENTIONED, WE'RE LOOKING TO HAVE
10:23:24AM AN AUTHORIZATION BY THIS COUNCIL BY THE END OF MARCH TO
10:23:27AM APPROVE WHICH CONTRACT THAT THIS COUNCIL WISHES TO PROCEED
10:23:31AM WITH.
10:23:32AM THAT WILL PROVIDE THE START OF THE DUE DILIGENCE WORK THAT
10:23:36AM HAS TO BE DONE, WHICH INCLUDES TWO NEW APPRAISALS, MAKING
10:23:41AM SURE -- WE'RE ALL THE BUYERS HERE.
10:23:43AM I WANT TO REMIND YOU THAT TRUST FOR PUBLIC LAND IS ALSO A
10:23:46AM BUYER HERE.
10:23:46AM WE ALSO NEED TO MAKE SURE THAT WE'RE NOT OVERPAYING FOR

10:23:50AM PROPERTY.
10:23:50AM BECAUSE OF THE NUMBER, IT'S HIGHER THAN TYPICAL, IT'S USEFUL
10:23:54AM TO HAVE TWO APPRAISALS.
10:23:56AM TITLE WORK, WHICH IS ACTUALLY ALREADY UNDERWAY.
10:23:59AM WHEN I SAY THAT, I MEAN IT IS BEING UPDATED.
10:24:02AM WE ACTUALLY HAD TITLE WORK DONE SOME TIME AGO, BUT IT IS NOW
10:24:05AM CURRENTLY BEING UPDATED.
10:24:06AM BOUNDARY SURVEY TO ESTABLISH THE BOUNDARIES AND LEGAL

10:24:11AM DESCRIPTION THAT UNDERSCORE THE TRANSMITTAL OF THE TITLE.

10:24:14AM AND THEN THE ESA IS CALLED THE ENVIRONMENTAL SITE

10:24:17AM ASSESSMENT.

10:24:17AM THAT IS LOOKING FOR YOUR CHEMICALS IN THE SOILS, SO TO

10:24:20AM SPEAK, TO MAKE SURE THERE ARE NO ISSUES OF CONTAMINATION ON

10:24:24AM THIS INDUSTRIAL, HISTORICALLY USED PROPERTY.

10:24:26AM WE HAVE FEBRUARY TO AUGUST 2026 TO BE ABLE TO COMPLETE THAT

10:24:31AM WORK.

10:24:31AM IT'S IMPORTANT TO AUTHORIZE THE CONTRACT THAT THIS COUNCIL,

10:24:36AM IF YOU WISH TO CHOOSE TO MOVE FORWARD, YOU WOULD CHOOSE.

10:24:40AM TO KNOW THAT THERE IS AN AGREEMENT ON THE PURCHASE OF THIS

10:24:44AM CORRIDOR WITH THE VILLAGE OF ESTERO, WE CAN PROCEED FORWARD

10:24:48AM WITH THIS, WHAT WILL BE VERY EXPENSIVE DUE DILIGENCE,

10:24:52AM PARTICULARLY THE BOUNDARY SURVEY.

10:24:54AM IT'S 11.4 MILES.

10:24:55AM IT'S GOING TO TAKE A LOT OF MONEY TO GET A SURVEY DONE.

10:24:57AM THAT WILL ALLOW US TO GET THE DUE DILIGENCE DONE.

10:25:01AM THE VILLAGE WILL BE ABLE TO REVIEW AND APPROVE THESE DUE

10:25:05AM DILIGENCE ITEMS BEFORE BEING COMMITTED TO BUYING THE

10:25:08AM PROPERTY TO BE CLEAR.

10:25:10AM JUST LIKE A CONTRACT TO BUY A HOUSE, YOU AGREE ON A PRICE.

10:25:13AM YOU DO YOUR DUE DILIGENCE DURING THE INSPECTION PERIOD.

10:25:16AM MAKE SURE YOU ARE HAPPY WITH IT, AND THEN YOU COMMIT TO

10:25:18AM BUYING THE PROPERTY.

10:25:19AM THAT IS WHAT THAT PERIOD IS FOR.

10:25:21AM I ALSO WANT TO MENTION NUMBER 3 THERE, THE RAILBANKING

10:25:27AM PROCESS.

10:25:27AM I'M NOT SURE IF THIS COUNCIL HAS HAD ANYONE PRESENT WHAT

10:25:30AM RAILBANKING IS.

10:25:32AM I CAN SUMMARIZE IT VERY QUICKLY.

10:25:34AM IT IS A FEDERAL PROGRAM THAT IS INTENDED TO PRESERVE RAIL

10:25:39AM CORRIDORS THROUGHOUT THE COUNTRY, ALLOWING FOR AN INTERIM

10:25:45AM USE OF THE CORRIDOR WHEN IT'S NOT BEING USED, YOU CAN PUT ON

10:25:50AM A RECREATIONAL TRAIL IN THIS CORRIDOR AND THAT'S CONSIDERED

10:25:53AM AN INTERIM USE.

10:25:54AM THE INTENT OF THE PROGRAM IS TO KEEP IT UNDER FEDERAL

10:25:57AM JURISDICTION, KEEPING THE REAL ESTATE ISSUES BEHIND THE

10:26:01AM SCENES, MAKING SURE THAT YOU CAN RELY ON THE CORRIDOR'S

10:26:06AM CONTINUITY AND ALTERNATIVE USE AS A RECREATIONAL TRAIL.

10:26:09AM WE WILL BE ENTERING THIS PROJECT INTO THE FEDERAL

10:26:13AM RAILBANKING PROGRAM SO THAT WE CAN BE ASSURED THAT WE HAVE A

10:26:17AM CONTIGUOUS CORRIDOR THAT NO ONE CAN CONTEST AND MAKE SURE

10:26:21AM THAT WE CAN ENJOY IN THE MEANTIME.

10:26:23AM IT ALSO MEANS, AS I MENTIONED, THAT THERE IS ALWAYS THE

10:26:26AM CHANCE THE CORRIDOR COULD BE REACTIVATED IN THE FUTURE.

10:26:29AM THAT IS THE PURPOSE OF THE RAILBANKING PROGRAM.

10:26:32AM SO THERE IS THE OPPORTUNITY THAT SEMINOLE GULF OR SOME OTHER

10:26:36AM ENTITY 50, 100 YEARS, WHENEVER IT MAKES SENSE, IF IT MAKES

10:26:40AM SENSE, ECONOMICALLY TO REESTABLISH RAIL SERVICE ON THE LAND,

10:26:44AM THEY COULD COME BACK AND SAY, HEY, WE WANT TO REESTABLISH

10:26:47AM RAIL SERVICE ON THE LINE.

10:26:48AM SO THAT IS THE POINT OF THE PROGRAM.

10:26:50AM THERE IS A STEP-BY-STEP PROCESS DURING THE DUE DILIGENCE
10:26:57AM PERIOD TO GET THE PROJECT ENROLLED IN THE RAILBANKING
10:27:00AM PROGRAM.
10:27:00AM SO THAT WILL ALL HAPPEN AND BE IN PLACE BY THE TIME TRUST
10:27:03AM FOR PUBLIC LAND PURCHASES THIS CORRIDOR FROM SEMINOLE GULF.
10:27:06AM I DON'T KNOW IF I MADE THAT CLEAR.
10:27:08AM TPL WOULD BE IN THE CHAIN OF TITLE HERE.
10:27:12AM WE WOULD BE BUYING IT FROM SEMINOLE GULF AND THEN WORKING
10:27:14AM WITH THE THREE GOVERNMENTS AND THEN CONVEY IT INTO YOUR
10:27:17AM OWNERSHIP AND COLLIER AND BONITA SPRINGS AS WELL.
10:27:20AM NUMBER FOUR IS SEPTEMBER.
10:27:22AM THAT'S WHERE HARD COMMITMENTS COME TO PLAY.
10:27:24AM WE HAVE SEPTEMBER 29 FOR THE VILLAGE TO SAY WE'RE HAPPY WITH
10:27:30AM THE CONDITION OF THE PROPERTY.
10:27:31AM WE'RE READY TO MOVE FORWARD, WHICHEVER AGREEMENT THIS

10:27:33AM VILLAGE COUNCIL WOULD CHOOSE TO GO FORWARD WITH, IF YOU DO.
10:27:36AM AND THEN, OF COURSE, A DAY LATER IS WHEN TPL COMMITS TO
10:27:41AM BUYING IT FROM SEMINOLE GULF.
10:27:43AM WE DO THAT INTENTIONALLY.
10:27:44AM MAKE SURE THE VILLAGE IS READY TO GO BEFORE WE ACTUALLY BUY
10:27:47AM THE PROPERTY.
10:27:48AM LOOKING AT OCTOBER 2026 CLOSING.
10:27:50AM SPECIAL PROPERTY CONDITIONS.
10:27:57AM I'VE ALREADY COVERED THE RAILBANKING.
10:27:59AM THE SECOND ONE IS LICENSES, LEASES, AND AGREEMENTS.
10:28:02AM AS YOU CAN EXPECT ON OUR RAILROAD CORRIDOR THAT'S BEEN HERE

10:28:05AM BEFORE, PROBABLY MOST, IF NOT ALL OF THE ROADS WERE HERE,
10:28:08AM THERE IS A WHOLE BUNCH OF LICENSES AND LEASES AND AGREEMENTS
10:28:11AM AFFECTING THE CORRIDOR.
10:28:12AM THESE CAN BE AS SIMPLE AS A WIRE CROSSING, ELECTRICAL POWER
10:28:18AM LINES GOING OVER, UNDER, OR FIBER OPTICS LINE, IT COULD BE A
10:28:21AM LAND LEASE.
10:28:23AM AS AN EXAMPLE, CITY OF BONITA SPRINGS IS LEASING PART OF THE
10:28:25AM RAILROAD CORRIDOR FOR THEIR DOWNTOWN PARK.
10:28:28AM BUT IT DOES INCLUDE THE ROAD CROSSINGS AND A WHOLE HOST OF
10:28:33AM OTHER LICENSES AND LEASES THAT HAVE BEEN ESTABLISHED AND
10:28:36AM ENTERED INTO OVER THE MANY DECADES OF THIS RAILROAD.
10:28:40AM THIS RAILROAD HAS BEEN HERE OVER A HUNDRED YEARS, BEEN
10:28:43AM ESTABLISHED.
10:28:44AM WE DO HAVE A LIST OF THOSE WORKING WITH YOUR ATTORNEY AND

10:28:46AM STAFF TO MAKE SURE THAT WE'RE FAMILIAR WITH THEM AND
10:28:49AM UNDERSTANDING OF THEM AND WHAT OBLIGATIONS ARE TIED TO
10:28:53AM THOSE.
10:28:53AM THEY WOULD BE ASSIGNED AT CLOSINGS.
10:28:58AM LASTLY, DEED RESTRICTIVE LANGUAGE.
10:29:00AM THERE WOULD BE DEED RESTRICTIVE LANGUAGE ON THIS TITLE
10:29:04AM TRANSFER, AND THAT IS INTENDED TO HELP TO PREVENT ANY
10:29:08AM ENVIRONMENTAL LIABILITY THAT THE RAILROADS WOULD RETAIN IF
10:29:14AM THEY WERE TO BE CONVEYING PROPERTY THAT MAY OR MAY NOT HAVE
10:29:16AM ENVIRONMENTAL CONTAMINATION ON IT.
10:29:18AM IT IS SIMPLY PREVENTING OTHER USES, SUCH AS DON'T WANT TO
10:29:22AM BUILD HOUSES ON IT, DON'T WANT TO DRAW WATER ON THE GROUND,

10:29:27AM USES LIKE THAT TO HELP REDUCE ANY POTENTIAL ENVIRONMENTAL
10:29:31AM LIABILITY.
10:29:31AM AGAIN, AS PART OF THE DUE DILIGENCE, THE WORK THAT NEEDS TO
10:29:34AM BE DONE TO ASSESS WHAT MAY OR MAY NOT BE IN THAT DIRT WILL
10:29:37AM BE DONE.
10:29:37AM SO WE'LL HAVE INFORMATION PRIOR TO COMMITMENTS TO PURCHASE.
10:29:40AM AND THEN JUST AS A REMINDER, THE NEXT SHORT-TERM STEPS ARE
10:29:47AM THIS COUNCIL TO CONSIDER WHETHER THEY WISH TO ENTERTAIN A
10:29:51AM PURCHASE AND SALE AGREEMENT OR LEASE PURCHASE AGREEMENT BY
10:29:53AM THE END OF MARCH.
10:29:55AM THE REASON WHY IT IS THE END OF MARCH IS TO ALLOW THE TIME
10:29:58AM WE NEED TO CONDUCT THE DUE DILIGENCE TO FACILITATE THE
10:30:02AM CLOSING IN THE FALL.

10:30:02AM TRUST FOR PUBLIC LAND, OF COURSE, IS AVAILABLE FOR ANY
10:30:06AM ONE-ON-ONES TO ANSWER ANY QUESTIONS, HAVE DIALOGUE, GET MORE
10:30:09AM FAMILIAR.
10:30:10AM THERE IS A LOT OF INFORMATION I'VE THROWN AT YOU.
10:30:12AM IT IS LIKE THE FIRE HOSE.
10:30:14AM THIS IS SOMETHING I'VE BEEN WORKING ON FOR CLOSE TO 20 YEARS
10:30:17AM AND THAT IS RAILROAD CORRIDOR ACQUISITION.
10:30:19AM SO WHAT MIGHT SEEM NATURAL AND UNDERSTANDING TO ME, YOU
10:30:22AM MIGHT HAVE SOME QUESTIONS THAT I'M NOT THINKING ABOUT RIGHT
10:30:24AM NOW.
10:30:25AM I'M HAPPY TO MEET WITH YOU ALL, DISCUSS WITH YOU ALL ANY
10:30:28AM QUESTIONS YOU MAY HAVE.
10:30:30AM AND THEN, OF COURSE, CONTINUE AND COMMENCE THE DUE DILIGENCE

10:30:33AM WORK.

10:30:34AM HOPEFULLY THAT GAVE YOU A NICE OVERVIEW OF THE HIGHLIGHTS OF

10:30:39AM THIS PROJECT.

10:30:41AM IT'S COMPLICATED BUT, OF COURSE, AS YOU ALL I THINK KNOW

10:30:44AM THIS IS GOING TO TRANSFORM THE VILLAGE OF ESTERO AND, OF

10:30:46AM COURSE, BONITA SPRINGS AND COLLIER COUNTY BECAUSE WE DID THE

10:30:50AM LEGACY TRAIL PROJECT IN SARASOTA COUNTY.

10:30:54AM THEY ARE AT 600 PLUS THOUSAND IN ONLY A FEW YEARS OF USERS

10:30:58AM EVERY YEAR ON THAT CORRIDOR.

10:31:00AM IT'S ALREADY TRANSFORMING SARASOTA COUNTY.

10:31:02AM WE WOULD EXPECT SOMETHING SIMILAR HERE AS WELL.

10:31:04AM THANK YOU SO MUCH FOR LISTENING TO ALL OF THAT.

10:31:07AM PLEASE, I CAN ANSWER ANY QUESTIONS YOU MIGHT HAVE RIGHT NOW.

10:31:12AM >>Mayor Ribble: COUNCIL?

10:31:13AM COUNCILMAN WARD.

10:31:14AM >>Jim Ward: THANK YOU FOR ALL THE WORK YOU'VE DONE AND THE

10:31:17AM COMMITMENT TO DUE DILIGENCE THAT YOUR TASK FORCE HAS DONE ON

10:31:21AM THIS TO THIS POINT.

10:31:23AM PRETTY EXTRAORDINARY CONSIDERING THE AMOUNT OF TIME THAT

10:31:25AM THIS HAS BEEN IN PLACE.

10:31:27AM FIRST QUESTION, ENVIRONMENTAL ISSUES.

10:31:30AM HAS THERE BEEN ANY WORK DONE TO ESTABLISH WHETHER THERE ARE

10:31:33AM ANY ENVIRONMENTAL ISSUES IN THE 11.4 TRACT?

10:31:37AM >> NOT YET.

10:31:38AM WE NEEDED TO MAKE SURE THAT WE HAVE AN AGREEMENT, PURCHASE

10:31:42AM PRICE IN PLACE THAT WE CAN ATTAIN BEFORE WE START DOING THE

10:31:47AM DUE DILIGENCE PERIOD.

10:31:47AM NO, WE HAVE NOT DONE THAT WORK YET.

10:31:49AM THAT WOULD BE DUE DILIGENCE PERIOD.

10:31:51AM >>Jim Ward: YOU INITIALLY REFERENCED THE PRICE OF 70.4

10:31:55AM MILLION.

10:31:56AM WAS THAT FOR 14 MILES OR FOR THE 11.4?

10:32:00AM >> THANK YOU FOR THE CLARIFICATION QUESTION.

10:32:02AM THAT WAS FOR THE 11.4 MILES.

10:32:04AM 14.9 MILES WAS MORE LIKE \$82 MILLION.

10:32:09AM >>Jim Ward: OKAY.

10:32:09AM THE ADDITIONAL 3.5 MILES THAT WE ARE NOT ACQUIRING AT THIS

10:32:14AM POINT IN TIME, WHAT IS THE EXPECTATION OF PURCHASING THAT?

10:32:18AM FROM MY UNDERSTANDING, ESTERO DOES OWN PART OF THE 3.5

10:32:24AM MILES.

10:32:25AM IS THERE ADDITIONAL THOUGHT TO PURCHASING THAT?

10:32:28AM >> SO WHEN WE -- OUR ORIGINAL CONTRACT THAT WE SIGNED IN

10:32:33AM 2024 WITH SEMINOLE GULF, AS I MENTIONED, WE COULD HAVE

10:32:37AM BOUGHT THE WHOLE THING OF 14.9 MILES OR DO IT IN PHASES.

10:32:40AM AS PART OF THE RENEGOTIATION OF THIS CONTRACT AND TRYING TO

10:32:48AM KEEP THIS THING ALIVE, WE SAID IT'S COMPLICATED ENOUGH.

10:32:52AM LET'S NOT INCLUDE PHASE TWO IN THIS CONTRACT THAT WE HAVE IN

10:32:57AM PLACE WITH THEM NOW.

10:32:59AM SO WE DON'T WISH TO IGNORE IT.

10:33:01AM WE WANT TO COME BACK AND DO IT.

10:33:03AM BUT IT IS NOT CURRENTLY CONSIDERED AS PART OF THIS

10:33:06AM ACQUISITION.

10:33:09AM THE HOPE IS WE CAN GET THIS COMPLETED.

10:33:10AM IT WILL BE OPENED.

10:33:12AM PEOPLE WILL BE HITTING THAT DEAD END AND SAYING, WHY CAN'T

10:33:15AM WE GET TO -- WHAT IS THE TRAIL IN SOUTH LEE COUNTY?

10:33:19AM JOHN YARBROUGH TRAIL, WHICH IS THE EXTENDING OF ESTERO

10:33:24AM BOULEVARD, THE ORIGINAL NORTHERN END OF THIS PROJECT.

10:33:27AM SO THERE WILL BE THAT GAP.

10:33:29AM YOU ARE CORRECT, COUNCIL MEMBER, THAT PART OF THAT GAP IS

10:33:31AM WITHIN THE JURISDICTION OF THE VILLAGE OF ESTERO.

10:33:34AM THE ESTERO PARKWAY IS THE LOGICAL END POINT BECAUSE YOU NEED

10:33:38AM IT TO END ON A RIGHT-OF-WAY, NOT A DEAD END WHERE PEOPLE

10:33:41AM HAVE TO TURN AROUND JUST TO GET OFF OF IT.

10:33:44AM THAT WAS THE LOGIC ON THAT DIVIDING LINE.

10:33:46AM IT DOES INCLUDE UNINCORPORATED LEE COUNTY PRIMARILY AS WELL.

10:33:50AM AND WE'RE HOPEFUL THAT WE'LL BE ABLE TO REVISIT THAT ONE IN

10:33:53AM THE FUTURE.

10:33:54AM SO THAT IS THE CURRENT STATUS.

10:33:57AM >>Jim Ward: ONE LAST QUESTION, THE RAILBANKING.

10:34:03AM I'M A LITTLE CONCERNED ABOUT WHAT YOU REFERENCED THERE, MY

10:34:06AM UNDERSTANDING OF IT.

10:34:07AM ARE YOU SUGGESTING THAT AT SOME POINT IN TIME SOMEONE COULD

10:34:11AM COME ALONG AND SAY WE WANT TO MAKE THIS A RAIL CORRIDOR

10:34:15AM AGAIN EVEN THOUGH THERE IS A RAILS TO TRAILS ALREADY BUILT

10:34:19AM ON IT?

10:34:21AM >> THE SHORT ANSWER IS YES, THAT IS THE INTENT OF THE

10:34:24AM FEDERAL RAILBANKING PROGRAM IS TO KEEP THE CORRIDOR INTACT

10:34:27AM FOR THE POTENTIAL REACTIVATION OF RAIL SERVICE IN THE
10:34:30AM FUTURE.
10:34:30AM HOWEVER, IF THAT WERE THE CASE AND IN THE FUTURE SOME RAIL
10:34:34AM COMPANY COMES IN AND SAYS WE WANT TO DO THIS, WE HAVE TERMS
10:34:38AM IN OUR CONTRACT AGREEMENT WITH SEMINOLE GULF THAT WOULD PASS
10:34:42AM ON TO THE VILLAGE OF ESTERO AND BONITA SPRINGS AND COLLIER
10:34:45AM TO SAY IF WE'RE NOT ABLE TO DO A RAIL WITH TRAIL, WHICH, OF
10:34:49AM COURSE, IS SOMETHING THAT 50, 100 YEARS FROM NOW OUR
10:34:54AM DESCENDANTS CAN THINK ABOUT, BECAUSE IT IS 130 FEET WIDE.

10:34:59AM YOU WOULD THINK THAT IF THEY WANT TO REACTIVATE RAIL SERVICE
10:35:02AM THAT NOT ONLY WOULD THEY HAVE A POLITICAL AND POPULAR
10:35:04AM UPRISING TO SAY, YOU'RE GOING TO TAKE OUR TRAIL AWAY FROM
10:35:09AM US, BUT YOU ALSO HAVE AN ECONOMIC HURDLE, TOO.
10:35:11AM HERE IS THE ECONOMIC HURDLE.
10:35:12AM THEY WOULD HAVE TO REIMBURSE THE COST OF THE PURCHASE PRICE
10:35:15AM PEGGED TO A CONSUMER PRICE INDEX.
10:35:17AM SO WHATEVER THE CONSUMER PRICE INDEX WOULD TAKE TODAY'S
10:35:21AM NUMBER INTO THE FUTURE PLUS THE DEPRECIATED VALUE OF THE
10:35:24AM IMPROVEMENTS THAT HAVE BEEN INSTALLED IN THERE.
10:35:26AM SO THE INTENT THERE IS NOT ONLY DO -- YOU HAVE TWO BARRIERS.
10:35:30AM ONE, THE POLITICAL PUBLIC FIRESTORM TO SAY YOU'RE TAKING OUR
10:35:33AM TRAIL AWAY AND TWO ECONOMIC, WHERE THEY'D HAVE TO FIND OUT
10:35:37AM THAT IT'S WORTH THEM TO REACTIVATE AND MAKE A PROFIT,
10:35:41AM INCLUDING THE REIMBURSEMENT BURDEN OR FEE THAT THEY WOULD
10:35:45AM HAVE TO PAY IN ORDER TO REACTIVATE.
10:35:48AM BUT, YES, REACTIVATION IS THE INTENT OF THE PROGRAM OR AT

10:35:52AM LEAST -- ON THE TABLE.

10:35:54AM >>Robert Eschenfelder: COUNCIL MEMBER WARD, SOMEONE JUST

10:35:58AM CAN'T COME ALONG.

10:35:59AM IT HAS TO BE THE FEDERAL SURFACE TRANSPORTATION BOARD GOING

10:36:05AM THROUGH THEIR FORMAL PROCESS TO ENTER THAT ORDER.

10:36:09AM IT'S GOING TO GO INTO RAILBANKING PURSUANT TO A SURFACE

10:36:13AM TRANSPORTATION BOARD ORDER, AND IT WOULD HAVE TO COME OUT OF

10:36:17AM RAILBANKING.

10:36:17AM IN ADDITION TO THE THINGS THAT WERE SAID BY TPL JUST NOW IN

10:36:23AM TERMS OF THE REALITIES OF THAT OCCURRING, THERE IS ALSO AN

10:36:27AM OPPORTUNITY FOR US TO APPROACH WASHINGTON AND SAY THIS IS

10:36:29AM NOT GOOD FOR OUR COMMUNITY.

10:36:31AM YOU SHOULD NOT DO THIS TO US.

10:36:32AM ALSO UNDERSTAND THAT IF IT PROCEEDS FORWARD, THEN THEY ARE

10:36:38AM GOING TO BE REMOVING THEIR INFRASTRUCTURE.

10:36:41AM SO IT'S NOT AS THOUGH THE RAILS ARE GOING TO BE SITTING

10:36:43AM THERE WAITING TO HAVE A TRAIN COME DOWN.

10:36:46AM THEY ARE GOING TO HAVE TO REBUILD THE INFRASTRUCTURE.

10:36:50AM I JUST DON'T SEE HOW -- I'M NOT AWARE OF ANY PLACE IN THE

10:36:53AM COUNTRY WHERE REACTIVATION HAS OCCURRED.

10:36:56AM I DON'T KNOW IF YOU ARE.

10:36:57AM >> THERE HAVE BEEN A FEW.

10:36:59AM IT'S A VERY SMALL PERCENTAGE.

10:37:00AM IT'S USUALLY JUST A SPUR LINE OR SOMETHING, A SHORT SEGMENT

10:37:04AM OF IT THAT'S NOT IMPACTING THE INTERIM TRAIL USE.

10:37:08AM I CAN'T SAY THERE HASN'T BEEN, BUT IT'S BEEN A VERY MINOR

10:37:11AM BASIS ACROSS THE COUNTRY.

10:37:13AM I'M SORRY I DON'T HAVE THE NUMBERS FOR YOU.

10:37:15AM DON'T QUOTE ME ON THESE NUMBERS, 500 RAIL TRAIL IN THE

10:37:19AM RAILBANKING PROGRAM AND 12 THAT HAVE HAD SOME PORTION OF

10:37:22AM THEM REACTIVATED FOR SOME YEARS.

10:37:24AM >>Jim Ward: THANK YOU.

10:37:27AM >>Jon McLain: I WANT TO ENCOURAGE MORE QUESTIONS WITH DOUG

10:37:29AM UP THERE, BUT I ALSO WANT TO RECOGNIZE ROB'S WORK ON THIS

10:37:33AM ESPECIALLY THE LAST COUPLE OF WEEKS.

10:37:37AM DOUG MENTIONED ALL THE LICENSES, UNDERGROUND, OVER, ALONG

10:37:43AM THE WHOLE CORRIDOR, THERE IS 170 OR SOMETHING.

10:37:46AM WELL, OUR ATTORNEY IS A GREAT DETAIL PERSON.

10:37:53AM HE'S GONE THROUGH PROBABLY NOW 80 OR 90 PERCENT OF EVERY

10:37:57AM LEASE THAT'S IN THERE.

10:37:58AM AND LEASES AREN'T ONE-PAGERS.

10:38:01AM HE HAS BEEN BURNING THE MIDNIGHT CANDLE.

10:38:07AM HE'S TALKED TO DOUG NUMEROUS TIMES OVER THE LAST COUPLE OF

10:38:10AM WEEKS ABOUT THOSE AGREEMENTS, BUT ALSO GOING THROUGH THE

10:38:16AM LEASE AND PURCHASE OPTIONS TO MAKE SURE THAT THE VILLAGE IS

10:38:19AM FULLY PROTECTED.

10:38:22AM I THINK IN ALL FAIRNESS TO TRUST FOR PUBLIC LANDS, WHO THEY

10:38:26AM BUY IT INITIALLY AND THEN THEY TRANSFER IT TO US, THE

10:38:31AM CONTRACT THAT THEY OFFERED INITIALLY I THINK WAS VERY FAIR

10:38:33AM TO THE VILLAGE, AND WE'VE GONE THROUGH THAT.

10:38:36AM ROB, IF YOU'VE GOT ANY EXTRA COMMENTS YOU'D LIKE TO MAKE.

10:38:41AM I THINK THE LEGAL PORTION OF THIS IS CRITICAL FOR THE

10:38:46AM SUCCESS, I THINK, FOR THE RAILROAD GOING FORWARD.

10:38:49AM HAVING TWO EXPERTS, BOTH LEGALLY AND THEN PRACTICALLY

10:38:53AM GETTING THESE THINGS DONE AND UNDERSTANDING THE DYNAMICS OF

10:38:58AM NEGOTIATIONS AND PATIENCE IN NEGOTIATIONS HAS BEEN IN MY

10:39:04AM MIND, MY CAREER AND OTHER FIELDS, NOT RAILROADS, THE AMOUNT

10:39:10AM OF NEGOTIATIONS THAT WERE REQUIRED WITH THE RAILROAD IS

10:39:16AM ALMOST TO THE POINT OF SAYING IT'S NOT WORTH THE EFFORT.

10:39:20AM BUT DOUG I THINK PERSISTED IN MAKING THAT HAPPEN.

10:39:23AM THE LEGALITY PORTION OF IT IS IMPORTANT.

10:39:26AM I THINK WE'RE IN A PRETTY GOOD SPOT THERE, AND I APPRECIATE

10:39:30AM THE WORK THAT ROB HAS BEEN DOING ON THIS FOR US.

10:39:33AM WE'VE GOT AN EXPERT.

10:39:35AM SO ASK YOUR QUESTIONS.

10:39:38AM >>Vice-Mayor Zalucki: DOUG, THANK YOU FOR THE PRESENTATION.

10:39:40AM AS YOU MENTIONED, IT IS LIKE DRINKING WATER FROM A FIRE

10:39:42AM HOSE.

10:39:43AM THERE IS A LOT OF INFORMATION IN HERE.

10:39:45AM I THINK I'LL RESERVE A LOT OF MY DETAILED QUESTIONS TO STAFF

10:39:48AM ON THE ONE-ON-ONES, BUT TO YOU, SINCE YOU'VE DONE THIS

10:39:51AM BEFORE, CAN YOU SPEAK TO THE AMOUNT OF -- THE COST FOR THE

10:39:55AM DUE DILIGENCE ITEMS THAT WE'RE GOING TO HAVE TO SHARE IN AND

10:40:00AM OBVIOUSLY THAT WOULD BE SHARED THREE WAYS, I'M ASSUMING,

10:40:03AM EACH PROPORTIONALLY, BUT DO YOU HAVE AN IDEA WHAT THE

10:40:06AM APPRAISAL, WHAT THE ENVIRONMENTAL, ALL OF THOSE ASPECTS OF

10:40:09AM DUE DILIGENCE WOULD COST?

10:40:11AM >> I CAN SHARE WITH YOU WHAT I KNOW AND GUESS ON THE REST OF

10:40:14AM IT.

10:40:14AM >>Vice-Mayor Zalucki: THAT'S GOOD.

10:40:15AM LET'S START THERE.

10:40:16AM >> SO THE APPRAISALS WE JUST BID THREE APPRAISERS TO

10:40:20AM CONSIDER HIRING TO DO THOSE TWO APPRAISALS THAT ARE NEEDED.

10:40:23AM IN FACT, TRUST FOR PUBLIC LAND ONLY NEEDS ONE.

10:40:27AM TWO, BECAUSE YOU ARE PUBLIC GOVERNMENTS AND GOOD FOR YOU TO

10:40:30AM HAVE TWO.

10:40:30AM THEY ARE IN THE LOW TO MID 30,000 EACH FOR THOSE APPRAISALS.

10:40:36AM WE HAVEN'T HIRED THEM YET.

10:40:39AM THE ESA WORK -- SORRY, LET ME GO OVER THE TITLE WORK FIRST,

10:40:45AM WHAT I KNOW VERSUS WHAT I'LL GUESS.

10:40:47AM ALSO IN THE LOW 30s FOR THE TITLE RESEARCH THAT'S

10:40:50AM NECESSARY.

10:40:50AM OF COURSE, THERE WOULD BE PRESUMABLY TITLE INSURANCE POLICY,

10:40:55AM TOO, AND I'M NOT ABLE TO TELL YOU WHAT THAT WOULD BE, THE

10:41:01AM VILLAGE'S PROPORTIONATE SHARE.

10:41:03AM THEN I'LL START INTO THE GUESSING PHASE.

10:41:05AM THE BOUNDARY SURVEY I THINK WILL BE THE MOST COSTLY.

10:41:08AM I THINK REASONABLE TO THINK THAT COULD BE SOMEWHERE IN THE

10:41:11AM BALLPARK OF 150 TO \$200,000.

10:41:14AM >>Vice-Mayor Zalucki: PER PARTNER --

10:41:17AM >> FOR THE ENTIRETY.

10:41:18AM I AM THINKING ABOUT THE ENTIRE 11.4 MILES.

10:41:21AM I HAVE NOT BID A SURVEYOR YET.

10:41:23AM PLEASE ALLOW ME THAT GRACE TO KNOW I HAVEN'T BID SOMEONE.

10:41:27AM I'M JUST GIVING YOU AN ESTIMATE BASED UPON MY EXPERIENCE.

10:41:30AM PHASE ONE AND LIKELY PHASE TWO ENVIRONMENTAL SITE

10:41:33AM ASSESSMENT, PHASE ONE IS THE GOING OUT THERE AND GIVING THE

10:41:36AM SNIFF TEST AND SEEING IF THERE'S ANY STRESSED VEGETATION,

10:41:40AM BUT ALSO LOOKING AT THE HISTORICAL RECORDS TO SEE IF ANY

10:41:43AM SPILLS HAVE BEEN REPORTED OR OCCURRED WHETHER ON THE

10:41:46AM PROPERTY OR ADJACENT, RIGHT NEXT TO IT.

10:41:48AM SO THEY HAVE TO LOOK AT ALL THE DATABASES.

10:41:50AM SO THAT IS THE PHASE ONE WORK.

10:41:52AM PHASE TWO WORK, IF THEY SAY WE RECOMMEND DOING SOME PHASE

10:41:55AM TWO WORK, THAT INVOLVES THE SOIL SAMPLING.

10:41:57AM IT'S TOUGH TO SAY HOW MUCH THE PHASE TWO WORK WILL BE UNTIL

10:42:02AM THEY GET A SENSE FOR WHAT IS THE INTENSITY OF THE SAMPLING

10:42:05AM THAT HAS TO BE DONE AND WHERE, ET CETERA.

10:42:07AM BUT I THINK THAT CAN BE IN THE BALLPARK OF AROUND \$50,000.

10:42:12AM >>Vice-Mayor Zalucki: OKAY.

10:42:13AM SAFE TO SAY ABOUT 250,000 FOR ESTERO'S PORTION OF THE DUE

10:42:16AM DILIGENCE ITEMS.

10:42:18AM >> YOU ARE DOING THE MATH FASTER THAN I AM.

10:42:21AM >>Vice-Mayor Zalucki: BALLPARK.

10:42:22AM >> BALLPARK, YES.

10:42:23AM >>Vice-Mayor Zalucki: THANK YOU FOR YOUR INPUT.

10:42:25AM I DON'T THINK I SAW IT ON THIS PRESENTATION BECAUSE I THINK

10:42:27AM THIS MAY BE SPECIFIC TO ESTERO, MAYBE ABOUT SLIDE IN THERE

10:42:31AM FOR ESTERO AND SLIDE FOR BONITA.

10:42:34AM I DIDN'T GET WHAT THE CONTRIBUTION FOR BONITA AND COLLIER

10:42:37AM ARE AS WE SIT HERE TODAY.

10:42:39AM >> YOU MEAN THE PRICES?

10:42:41AM >>Vice-Mayor Zalucki: YES, SIR.

10:42:45AM >> WE HAVE ESTERO AT 19.79 OR 19.8 ROUNDED.

10:42:53AM I THINK I HAD THAT IN ONE OF MY SLIDES.

10:42:55AM BONITA'S IS 28.5 ROUNDED.

10:42:57AM COLLIER'S IS 11.6 ROUNDED.

10:43:04AM >>Vice-Mayor Zalucki: THANK YOU.

10:43:05AM SORRY I MISSED THAT.

10:43:06AM >>Jon McLain: YOU MIGHT GET INTO THAT APPRAISAL, HOW WE

10:43:10AM ESTABLISH THOSE VALUES.

10:43:12AM IF YOU LOOK AT COLLIER SPECIFICALLY AT 7.1 MILLION, IT'S A

10:43:17AM MILE AND A HALF.

10:43:18AM CAN YOU TALK A LITTLE BIT ABOUT THE APPRAISAL PROCESS AND

10:43:23AM HOW IT IS GENERATED?

10:43:25AM >> YEAH, IF YOU WANT TO GO THERE.

10:43:27AM >>Jon McLain: JUST A SHORT SHOT ON IT.

10:43:32AM >> APPRAISING CORRIDORS IS A SPECIALTY IN THE APPRAISAL

10:43:35AM PRACTICE.

10:43:35AM IT CONSISTS OF TWO STEPS.

10:43:37AM THESE ARE MY WORDS.

10:43:38AM I'M NOT AN APPRAISER.

10:43:40AM I HIRE APPRAISERS.

10:43:43AM QUALIFIED APPRAISERS DO THE WORK.

10:43:46AM THEY FIRST LOOK AT THE CORRIDOR AND DECIDE WHAT IS THE

10:43:49AM ADJACENT LAND USES AS SECTIONS.

10:43:51AM IS THIS IN A COMMERCIAL DISTRICT, IS THIS IN AN INDUSTRIAL
10:43:54AM DISTRICT, IS THIS IN A RESIDENTIAL DISTRICT?

10:43:56AM THEY DIVIDE THE CORRIDOR INTO SEGMENTS LIKE THAT, GENERALLY
10:43:59AM SPEAKING, THERE'S ALWAYS SOME MIXING AND MATCHING.
10:44:01AM GENERALLY THEY ARE ABLE TO SAY THIS IS A COMMERCIAL
10:44:04AM DISTRICT, LIKE THE AERIAL OF THE COCONUT POINT MALL THERE
10:44:08AM ACTUALLY.
10:44:08AM SO THAT IS GOING TO BE COMMERCIAL ON ONE SIDE AND
10:44:11AM RESIDENTIAL ON THE OTHER.
10:44:12AM HEY, LOOK AT THE PICTURE WE CAN REFER TO RIGHT NOW.
10:44:15AM AND THEN THEY GO OUT AND FIND COMPARABLE SALES FOR
10:44:20AM RESIDENTIAL AND COMMERCIAL AND INDUSTRIAL, WHATEVER THOSE
10:44:23AM ADJACENT USES ARE.
10:44:24AM THEN THEY MAKE THEIR ADJUSTMENTS.
10:44:26AM THEY KIND OF FIGURE OUT WHAT IS THE ACROSS THE FENCE, IS
10:44:29AM WHAT THEY CALL IT, VALUE.
10:44:31AM NEXT TO THE RAIL CORRIDOR.
10:44:33AM BOTH SIDES, BECAUSE THE RAILROAD CORRIDORS HISTORICALLY AND
10:44:37AM STILL ARE A DIVIDING LINE BETWEEN LAND USES ON ONE SIDE AND
10:44:41AM THE OTHER.
10:44:41AM THAT'S WHY THEY LOOK AT EACH SIDE.
10:44:43AM THEY DO THAT THE ENTIRE LENGTH OF THE CORRIDOR.
10:44:45AM THEY ACCUMULATE THE NUMBER.
10:44:47AM HERE IS THE ACROSS THE FENCE VALUE OF THE CORRIDOR.
10:44:50AM NOW THEY SAY, STEP TWO, IT'S A CORRIDOR.
10:44:52AM HOW VALUABLE IS IT THAT YOU HAVE A CORRIDOR WITHIN THE BUILT

10:44:57AM ENVIRONMENT.

10:44:57AM HOW HARD IS IT FOR D.O.T. TO CREATE A NEW ROAD WHERE

10:45:00AM EVERYTHING IS ALREADY BUILT ON?

10:45:02AM THERE IS A CORRIDOR FACTOR OR PREMIUM, IF YOU WILL, TO SAY

10:45:05AM WE HAVE TO ACCOUNT FOR THE FACT THIS CORRIDOR IS IN PLACE

10:45:09AM RIGHT NOW.

10:45:10AM DOESN'T HAVE TO BE ASSEMBLED.

10:45:11AM YOU CAN USE IT RIGHT NOW.

10:45:12AM THEY DETERMINED BASED UPON OTHER COMPARABLE SALES OF OTHER

10:45:16AM RAIL TRAIL ACQUISITIONS OR OTHER CORRIDOR ACQUISITIONS, NOT

10:45:18AM JUST RAIL TRAIL ACQUISITIONS, AND THEN THEY ASSIGN -- THEY

10:45:23AM MULTIPLY THAT VALUE TO THE ACROSS THE FENCE VALUE AND THAT'S

10:45:26AM HOW THEY CONCLUDE THEIR NUMBER.

10:45:28AM I DO EXPECT THAT THE APPRAISALS, IF WE'RE ALL WORKING

10:45:31AM TOGETHER WITH THE MOU, THEN WE'RE GOING TO GET A NUMBER FOR

10:45:34AM THE WHOLE, TRUST FOR PUBLIC LAND NEEDS THAT BECAUSE WE'RE

10:45:37AM BUYING THE WHOLE.

10:45:38AM AND THEN WE'D HAVE THREE NUMBERS.

10:45:40AM ONE FOR ESTERO, ONE FOR BONITA SPRINGS AND ONE FOR COLLIER

10:45:43AM SO THAT EACH LOCAL GOVERNMENT WOULD HAVE THEIR PARTICULAR

10:45:46AM VALUE AS WELL.

10:45:46AM DOES THAT MAKE SENSE?

10:45:50AM >>Mayor Ribble: ANY OTHER QUESTIONS?

10:45:52AM >>Vice-Mayor Zalucki: JUST THE ONLY OTHER SUGGESTION, DOUG,

10:45:54AM IF YOU COULD SHARE THAT PRESENTATION WITH US, THAT WOULD BE

10:45:58AM WONDERFUL.

10:46:02AM >> MS. SACCO HAS IT.

10:46:04AM THANK YOU VERY MUCH.

10:46:06AM [APPLAUSE]

10:46:11AM >>Jim Ward: I HAD TWO OTHER QUESTIONS.

10:46:14AM I WANTED THE COUNCIL TO HAVE THE OPPORTUNITY TO ASK

10:46:17AM QUESTIONS.

10:46:17AM THE PURCHASE VERSUS THE LEASE.

10:46:18AM THAT KIND OF TOOK ME BY SURPRISE.

10:46:21AM I HAD NOT BEEN MADE AWARE OF THAT OR AT LEAST WAS NOT AWARE

10:46:25AM OF THAT.

10:46:25AM CAN YOU PROVIDE SOME ADDITIONAL CONTEXT TO THAT?

10:46:30AM >> TRUST FOR PUBLIC LAND IS THE INTERIM OWNER IN THE

10:46:34AM PROJECTS WE WORK ON.

10:46:36AM IT COSTS MONEY TO BUY LAND AND HOLD IT.

10:46:40AM IDEALLY FOR US, WE CAN BE AN ORGANIZATION THAT'S ABLE TO

10:46:43AM HOLD TITLE FOR A LITTLE WHILE, BUT MY GOAL AS AN EMPLOYEE OF

10:46:46AM THE ORGANIZATION IS MAKE SURE THAT LITTLE WHILE IS AS SHORT

10:46:49AM AS POSSIBLE BECAUSE WE HAVE HOLDING COSTS WHEN WE'RE

10:46:52AM BORROWING MONEY AND BUYING LAND OURSELVES.

10:46:54AM SO PURCHASE AND SALE, IF WE'RE WORKING WITH OUR COMMUNITY

10:46:59AM PARTNERS, HAVE THE FINANCIAL MEANS AND USUALLY WE'RE RIGHT

10:47:02AM THERE WITH THEM HELPING TO RAISE THE FUNDS AND HELP TO MAKE

10:47:04AM THAT HAPPEN.

10:47:06AM IN SARASOTA COUNTY, WE HELPED TO PASS A BALLOT MEASURE THAT

10:47:10AM PAID FOR THE ACQUISITION AND THE CONSTRUCTION OF THE LEGACY

10:47:13AM TRAIL.

10:47:14AM WE LED THAT EFFORT.

10:47:16AM THAT IS AN EXAMPLE OF BEING SIDE BY SIDE AND WORKING WITH

10:47:18AM THE COMMUNITY.

10:47:19AM IF THE FINANCIAL MEANS ARE IN PLACE AND THE COMMUNITY IS

10:47:22AM READY TO BUY IT FROM US, GREAT, THAT WOULD BE A PURCHASE AND

10:47:25AM SALE AGREEMENT.

10:47:26AM IF WE'RE DEALING WITH A COMMUNITY THAT IS STRETCHED, BUT

10:47:29AM THEY WANT TO DO THIS, WE'RE ABLE TO PROVIDE THAT GAP,

10:47:32AM FILLING THE GAP, AND WE CAN OWN IT FOR A LITTLE WHILE BUT

10:47:37AM YET HAVE THE LOCAL GOVERNMENT HAVE THE FULL POSSESSION AND

10:47:40AM ENJOYMENT OF IT DURING OUR OWNERSHIP SO THEY CAN START USING

10:47:43AM THE PROPERTY FOR PUBLIC BENEFIT.

10:47:44AM THAT IS THE LEASE PURCHASE.

10:47:46AM >>Jim Ward: LEASE IT FROM THE TRUST FOR LAND?

10:47:51AM >> YES.

10:47:54AM >>Jim Ward: I RAISE THAT IN THE CONTEXT THAT THIS IS ONLY A

10:47:56AM PART OF THE TOTAL COST OF ESTABLISHING A RAILS TO TRAILS

10:48:01AM PROGRAM.

10:48:01AM WE'RE GOING TO HAVE SIGNIFICANT ADDITIONAL COSTS IN BUILDING

10:48:05AM THE ACTUAL RAILS TO TRAILS FOR THE 11.4 MILES.

10:48:12AM STEVE, WE'RE GOING TO HAVE TO MAKE THIS DECISION BY MARCH AS

10:48:17AM TO WHETHER WE'LL DO A LEASE OR PURCHASE?

10:48:19AM >>Steven Sarkozy: YES.

10:48:21AM >>Jim Ward: DO WE NEED A SIGNIFICANT AMOUNT MORE DISCUSSION

10:48:24AM ON THAT POINT?

10:48:26AM >>Steven Sarkozy: WE CERTAINLY WILL.

10:48:27AM WE TALKED ABOUT ALL OF THESE ISSUES WITHIN THE BRIEFINGS.

10:48:30AM THIS COULD BE PART OF A BOND ISSUE SHOULD YOU DO THAT.

10:48:38AM AND THAT WOULD BE ONE WAY OF FINANCING IT.

10:48:41AM WE'RE ACTUALLY THINKING THAT THE PURCHASE WOULD BE THE WAY

10:48:45AM TO GO.

10:48:45AM THE TERMS OF THE LEASE ARE PRETTY SIGNIFICANT.

10:48:49AM I THINK IT'S LIKE 15 MILLION UP FRONT AND THEN TWO

10:48:53AM INSTALLMENTS, EQUAL INSTALLMENTS IN YEARS TWO AND THREE.

10:48:58AM THE REAL QUESTION IS THE TIMING TO PUT OUT THE BOND TO ENTER

10:49:05AM OR PURCHASE THIS.

10:49:06AM WE'VE BEEN KEEPING YOU APPRISED IN THE BRIEFINGS OF HOW THIS

10:49:12AM IS MOVING FORWARD.

10:49:15AM AND IT'S HERE BEFORE US.

10:49:16AM >>Jim Ward: WE DO HAVE ADDITIONAL INFORMATION REGARDING

10:49:19AM LEASE COST.

10:49:20AM >>Steven Sarkozy: YES, YES, WE DO.

10:49:21AM >>Robert Eschenfelder: IT'S ON PAGE ONE AND TWO OF THE

10:49:24AM AGENDA MEMO.

10:49:25AM BUT BASICALLY, IF YOU GO THE LEASE PURCHASE ROUTE, IT'S \$15

10:49:29AM MILLION FOR BASE RENT, THEY ARE CALLING IT FOR THE FIRST

10:49:34AM YEAR, AND \$2,396,105 FOR THE SECOND YEAR.

10:49:39AM THAT IS A RENT PAYMENT.

10:49:42AM IF WE THEN GO ON TO CLOSE AT THE END OF YEAR TWO, WE GET A

10:49:47AM CREDIT FOR THAT.

10:49:48AM BUT IF FOR SOME REASON COUNCIL CHOOSES NOT TO CLOSE, WE DO

10:49:52AM NOT GET THAT \$17.4 MILLION BACK.

10:49:57AM IN ADDITION, FOR THE TWO YEARS, WE WOULD PAY WHAT THEY ARE

10:50:03AM CALLING INTEREST ON LEASE PAYMENT OF 191,688 FOR THE FIRST

10:50:08AM YEAR, AND 95,844 FOR THE SECOND YEAR, WHICH WOULD NOT GET A

10:50:14AM CREDIT FOR EVEN IF WE CLOSE.

10:50:16AM THAT'S BASICALLY THEIR CARRYING COSTS, THEIR FINANCE COSTS

10:50:21AM BECAUSE THEY ARE GOING TO GO OUT AND FINANCE THE PURCHASE OF

10:50:23AM THE PROPERTY.

10:50:25AM AND SO IF YOU DO LEASE PURCHASE, EVEN IF YOU DO GO ON TO

10:50:29AM CLOSE, JUST BECAUSE OF THE INTEREST THAT YOU'LL BE PAYING

10:50:34AM THEM, YOU WOULD BE MAKING IT ANOTHER ALMOST \$300,000 MORE

10:50:40AM EXPENSIVE FOR THE VILLAGE.

10:50:46AM >>Jim Ward: THANK YOU.

10:50:47AM >>Mayor Ribble: ALL RIGHT.

10:50:48AM THANK YOU VERY MUCH, DOUG.

10:50:49AM REALLY APPRECIATE IT.

10:50:50AM MADAM CLERK, AT THIS TIME, DO WE HAVE ANY PUBLIC COMMENT?

10:50:53AM >>Carol Sacco: WE DO, MAYOR.

10:50:54AM WE HAVE THREE.

10:50:55AM OUR FIRST ONE IS BETH CASTRO FROM COMMUNITY LIGHTHOUSE BAY

10:51:01AM BROOKS REPRESENTING BERT.

10:51:05AM >> THANKS ALL.

10:51:06AM I'M HERE REPRESENTING TWO THINGS.

10:51:08AM I AM A RESIDENT OF ESTERO.

10:51:09AM I LIVE IN THE LIGHTHOUSE BAY COMMUNITY IN THE BROOKS.

10:51:13AM I'M HERE FULL-TIME THREE YEARS NOW, SO I ENJOY THE COMMUNITY

10:51:17AM QUITE A BIT.

10:51:18AM I THINK YOU HEARD EARLIER I'M ALSO THE VICE PRESIDENT OF

10:51:20AM FRIENDS OF BERT.

10:51:21AM I MOVED DOWN HERE THREE YEARS AGO.

10:51:25AM LIVED IN THE WASHINGTON, D.C. AREA FOR QUITE SOME TIME AND

10:51:28AM REALLY ENJOYED THE W.O. AND D TRAIL THAT'S THERE.

10:51:32AM THAT WAS A RAILROAD THAT TURNED INTO A VERY LOVELY TRAIL.

10:51:35AM WHEN I MOVED DOWN HERE, I WAS QUITE SURPRISED AS I DO MY

10:51:40AM WALKING, SEEING A TRAIL THAT'S JUST OVERGROWN UP THERE NEAR

10:51:44AM COCONUT ROAD AND SAID, HOW DO WE FIX THIS?

10:51:48AM TWO YEARS AGO I GOT ENGAGED WITH FRIENDS OF BERT.

10:51:52AM AND REALLY, IT'S LOOKING AT MAKING A GREENWAY TO PROVIDE

10:51:56AM ACCESSIBILITY TO EVERYONE.

10:51:57AM IT'S AN INCREDIBLE -- I MEAN, YOU LOOK AT THE PICTURES, YOU

10:52:02AM JUST SIT THERE AND THINK WHY ARE WE NOT USING THIS FOR

10:52:05AM SOMETHING LIKE THIS, RIGHT?

10:52:06AM AS FRIENDS OF BERT AND REALLY BELIEVING IN IT, THERE ARE

10:52:11AM FOUR PILLARS THAT WE ALWAYS TALK ABOUT.

10:52:13AM I FIRMLY BELIEVE THAT THESE ARE ALL IMPORTANT.

10:52:16AM SAFETY.

10:52:16AM DON'T NEED TO TALK ABOUT SAFETY.

10:52:18AM I LIVE RIGHT AT THE CORNER OF COCONUT ROAD AND THREE OAKS.

10:52:21AM DON'T NEED TO SAY ANYTHING MORE THAN THAT.

10:52:23AM I SEE THE BIKE RIDERS.

10:52:25AM I SEE THE TRAFFIC THERE.

10:52:26AM WE NEED TO GET THOSE BIKE RIDERS, PEDESTRIANS AS WELL, OFF

10:52:30AM THOSE SIDEWALKS AND ROADS.

10:52:33AM HEALTH.

10:52:33AM I'M GETTING INTO MY SENIOR YEARS.

10:52:35AM WALKING, I AM NOT A BICYCLIST, BY THE WAY.

10:52:38AM I'M A RUNNER, WALKER.

10:52:40AM I SEE IT AS A GREAT HEALTH BENEFIT.

10:52:43AM ENVIRONMENTALLY, AGAIN, I JUST LOOK AT THE OVERGROWN PATH IT

10:52:47AM IS TODAY, AND WE REALLY NEED TO FIX THAT.

10:52:50AM LAST IS THE ECONOMIC VITALITY.

10:52:52AM YOU JUST LOOK AT WHAT THE TRAILS HAVE DONE.

10:52:55AM AGAIN, I LIVED IN D.C., THE WO AND D TRAIL, THERE ARE

10:52:59AM BUSINESSES ALONG THERE.

10:53:00AM WINERIES AROUND THERE.

10:53:01AM IT'S JUST INCREDIBLE THE AMOUNT OF BUSINESS IT'S BROUGHT TO

10:53:05AM IT.

10:53:06AM I'M HERE JUST REALLY REPRESENTING THE FACT THAT I THINK THAT

10:53:09AM THIS WOULD CONTRIBUTE POSITIVELY TO OUR COMMUNITY, MY

10:53:12AM COMMUNITY, FOR BOTH RESIDENTS AND VISITORS.

10:53:14AM I THINK MORE SO A LEGACY FOR GENERATIONS TO COME.

10:53:18AM THANK YOU.

10:53:18AM >>Mayor Ribble: THANK YOU, BETH.

10:53:19AM [APPLAUSE]

10:53:26AM >>Carol Sacco: NEXT IS HELEN GUNTHER FROM PELICAN LANDING

10:53:29AM REPRESENTING BERT.

10:53:38AM >> HI.

10:53:40AM >>Jon McLain: YOU MUST HAVE PARKED YOUR BIKE OUTSIDE.

10:53:43AM >> IT IS OUTSIDE.

10:53:43AM I THINK THAT MAKES -- SORRY, I'M HELEN GUNTHER.

10:53:51AM 24825 HOLLYBRIER IN BONITA SPRINGS RIGHT ON THE ESTERO

10:53:56AM BORDER.

10:53:57AM THE ONLY THING I WANT TO SAY IS I'M A FAIRLY AVID BIKER.

10:54:01AM DO IT MOSTLY FOR EXERCISE BUT ALSO FOR SOME COMMUTING.

10:54:05AM AND THERE HAVE JUST BEEN WAY TOO MANY FATALITIES ON OUR

10:54:09AM ROADS HERE.

10:54:10AM I THINK LEE COUNTY HAS SOME OF THE HIGHEST FATALITY RATES IN

10:54:14AM THE COUNTRY FOR PEDESTRIAN AND CYCLISTS VERSUS AUTOMOBILE

10:54:20AM INJURIES AND DEATHS, UNFORTUNATELY.

10:54:22AM AND THERE WAS JUST A RECENT ONE AT OLD 41 AND 41 JUST I

10:54:28AM THINK LAST WEEK.

10:54:31AM IT WAS REALLY, REALLY RECENT.

10:54:33AM SO I JUST WOULD LOVE TO SEE THIS AS SOMETHING IN THE NEAREST

10:54:39AM POSSIBLE FUTURE.

10:54:41AM YOU LOOK AT ALL THE RAILS TO TRAILS THAT HAVE BEEN

10:54:46AM IMPLEMENTED ACROSS THE COUNTRY, AND THEY HAVE ALL HAD VERY,

10:54:50AM VERY POSITIVE EFFECT, IMPACTS ON THE ECONOMY IN THOSE AREAS.

10:54:54AM SO JUST FROM AN ECONOMIC STANDPOINT, I THINK IT WOULD BE

10:54:58AM EXTREMELY BENEFICIAL TO DO THIS, TO MOVE FORWARD AS SOON AS

10:55:02AM POSSIBLE, AND THEN JUST HEALTH AND WELFARE AND EVERYTHING

10:55:05AM ELSE.

10:55:06AM THAT'S ALL I'VE GOT.

10:55:08AM THANK YOU FOR LETTING ME SPEAK.

10:55:11AM [APPLAUSE]

10:55:15AM >>Carol Sacco: THE LAST IS MR. STEVE GUNTHER FROM PELICAN
10:55:19AM LANDING.
10:55:19AM FOR THE RECORD, WE HAD ONE E-COMMENT THAT WAS SENT OUT TO
10:55:22AM THE COUNCIL.
10:55:25AM >> GOOD MORNING.
10:55:26AM I'M STEVE GUNTHER.
10:55:28AM COINCIDENTALLY, I LIVE AT THE SAME ADDRESS AS THE PREVIOUS
10:55:31AM SPEAKER.
10:55:31AM LEVEL SET MY INVOLVEMENT HERE, I AM THE TREASURER OF THE
10:55:38AM FRIENDS OF BERT.
10:55:39AM MY INVOLVEMENT REALLY STARTED IN 2017 WHEN A GOOD FRIEND OF
10:55:44AM MINE, JIM STEIGER, WAS KILLED ON THE ROADS OF LEE COUNTY.
10:55:48AM AND IN 2018 WITH A FEW OTHER FRIENDS, WE FORMED A PRECURSOR
10:55:55AM OF BERT CALLED BEST -- BONITA ESTERO SAFE TRAIL WAYS.
10:56:00AM THAT WAS 2018.
10:56:03AM WE WORKED TO GET TERRY ROAD RESTRUCTURED IN BONITA SPRINGS
10:56:07AM TO MAKE IT SAFER FOR CYCLISTS WITH SEPARATED BIKE LANES ON
10:56:11AM EITHER SIDE OF THE ROAD.
10:56:11AM IN 2022, I ATTENDED THE KICKOFF MEETING OF WHAT BECAME THE

10:56:16AM FRIENDS OF BERT IN DECEMBER 2022.
10:56:18AM AT THAT TIME, I JOINED THE NEWLY FORMED BOARD AS ONE OF THE
10:56:22AM FOUNDING MEMBERS AND TREASURERS.
10:56:23AM SO WE'VE BEEN OPERATING AS AN ENTITY SINCE JANUARY OF 2023,
10:56:30AM WORKING HARD TO MAKE THIS TRAIL HAPPEN.
10:56:33AM WE'VE GROWN OUR MEMBERSHIP FROM A HANDFUL OF PEOPLE AT OUR
10:56:36AM FIRST MEETING IN DECEMBER 2022.

10:56:38AM RIGHT NOW, WE HAVE OVER 4,000 PEOPLE WHO IDENTIFIED
10:56:42AM THEMSELVES AS FRIENDS OF BERT.
10:56:43AM THE OTHER 3850 ARE WAITING IN THE PARKING LOT.
10:56:47AM [LAUGHTER]
10:56:48AM I THINK I HAVE MY COUNT CORRECT.
10:56:52AM WE ARE STRONGLY IN FAVOR OF THIS.
10:56:54AM WE ARE VERY HAPPY WITH THE SUPPORT WE'VE SEEN FROM JON
10:56:58AM McLAIN AND STEVE AND THE REST OF THE VILLAGE COUNCIL AND
10:57:01AM TPL, OF COURSE, TO MAKE THIS HAPPEN.
10:57:03AM I WANT TO STRESS WHAT BERT IS DOING.
10:57:06AM IT'S NOT JUST A GROUP THAT'S COMING TO MEETINGS AND SPEAKING
10:57:10AM AT THESE MEETINGS.
10:57:12AM WE ARE STRONGLY RAISING MONEY TO HELP SUPPORT THIS TRAIL FOR
10:57:17AM THE FUTURE.
10:57:18AM SO WHILE WE CAN'T AND WE WON'T CONTRIBUTE TO THE PURCHASE
10:57:22AM PRICE OF THIS, WE ARE RAISING MONEY AND RAISING PLEDGES TO
10:57:26AM HELP BUILD OUT AMENITIES, HELP MAINTENANCE, OTHER THINGS
10:57:29AM THAT CAN BE DONE ONCE THIS TRAIL IS COMPLETE.

10:57:32AM WE'VE RAISED ABOUT \$140,000 IN THE LAST YEAR IN CASH, AND WE
10:57:37AM HAVE OVER \$160,000 IN PLEDGES THAT ARE READY TO BE RELEASED
10:57:42AM ONCE THIS TRAIL IS IN OUR COLLECTIVE HANDS.
10:57:46AM WE'VE TALKED TO MANY WEALTHY DONORS, NAMES THAT YOU WOULD
10:57:50AM RECOGNIZE THAT ARE INTERESTED IN MAKING DONATIONS, BUT LIKE
10:57:53AM DOUG SAID, THEY WANT TO HAVE THE TRAIL IN OUR HANDS BEFORE
10:57:57AM THEY'LL MAKE IT.
10:57:58AM THEY WON'T PAY CONTRIBUTIONS TO BUY THE LAND.

10:58:01AM WE ARE -- WHAT I'M TRYING TO DO IS THE FUND-RAISING CHAIR
 10:58:06AM AND TREASURER IS TRY TO RAISE A MILLION AND A HALF TO \$2
 10:58:09AM MILLION THAT WE CAN THEN PROVIDE TO ACCELERATE THE
 10:58:14AM CONSTRUCTION OF THIS TRAIL ONCE WE HAVE THE LAND IN OUR
 10:58:16AM HANDS.
 10:58:16AM THIS IS A COMMITMENT FROM THE FRIENDS OF BERT, NOT JUST TO
 10:58:20AM BE ADVOCATES FOR THIS, BUT TO BE ACTIVE PARTICIPANTS IN THE
 10:58:26AM DEVELOPMENT AND OPERATION OF THE TRAIL, WORKING WITH OUR
 10:58:29AM PARTNERS IN BONITA SPRINGS AND ESTERO.
 10:58:32AM I JUST WANT TO THANK EVERYBODY HERE FOR YOUR STRONG SUPPORT
 10:58:35AM AND ENCOURAGE TO HELP MOVE THIS PROJECT FORWARD.
 10:58:38AM THANK YOU SO MUCH.
 10:58:39AM >>Mayor Ribble: THANK YOU, STEVE.
 10:58:39AM [APPLAUSE]
 10:58:40AM STEVE, I ASSUME YOU WANT A GENERAL CONSENSUS FROM US THAT WE
 10:58:49AM WANT TO CONTINUE THESE DISCUSSIONS AND MOVE FORWARD TO
 10:58:51AM ANOTHER WORKSHOP?

 10:58:52AM >>Steven Sarkozy: YES, THAT WOULD BE THE DESIRED OUTCOME
 10:58:55AM HERE.
 10:58:55AM AND BEFORE WE HAVE THE NEXT WORKSHOP, WE'D HAVE BRIEFINGS
 10:59:01AM WHERE WE CAN ANSWER MORE QUESTIONS.
 10:59:03AM AS ADDITIONAL INFORMATION BECOMES AVAILABLE, WE'LL INCLUDE
 10:59:06AM IT IN YOUR PACKET AS WELL.
 10:59:08AM SO IF YOU HAVE ANY QUESTIONS OFF-LINE, JUST LET US KNOW.
 10:59:12AM >>Mayor Ribble: COUNCIL, IN AGREEMENT TO MOVE FORWARD IN
 10:59:16AM THIS WAY?

10:59:17AM >>Vice-Mayor Zalucki: MAYOR, I'M IN AGREEMENT.
10:59:20AM >>Mayor Ribble: ALL RIGHT.
10:59:21AM OKAY.
10:59:22AM WITH THAT, I WILL ADJOURN THE MEETING.
10:59:24AM THANK YOU ALL.
10:59:24AM WE APPRECIATE ALL YOUR COMMENTS AND WE APPRECIATE YOU
10:59:27AM SHOWING UP.
10:59:27AM [APPLAUSE]

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THIS FILE REPRESENTS AN UNEDITED VERSION OF REALTIME
CAPTIONING WHICH SHOULD NEITHER BE RELIED UPON FOR COMPLETE
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ANY PERSON WHO NEEDS A VERBATIM TRANSCRIPT OF THE
PROCEEDINGS MAY NEED TO HIRE A COURT REPORTER.

*In Recognition
To
Anny Sanchez/Estero High School*

Anny Sanchez/Estero High School

The Village Council of the Village of Estero, Florida proudly recognizes Anny Sanchez as the Estero High School Student of the Month for February.

Anny has demonstrated an exceptional commitment to academics, athletics, and service. While balancing cross country and track, she has maintained employment, completed extensive volunteer service, earned her ACE Diploma by the end of her junior year, and secured acceptance into FJCM's full-time dual enrollment program for her senior year.

She has achieved all of this while earning an impressive 5.44 GPA and ranking third in the Estero High School Class of 2026.

Anny represents the very legacy Coach Jeff Sommer envisioned for the Village of Estero—Discipline as a dedicated student-athlete. Desire to excel in all areas of life, and unwavering Dedication to her school, her team, and her community.

She has consistently lived these values throughout her high school career, and she is truly deserving of this recognition.

Presented on this 18th day of February 2026.



Joanne Ribble, Mayor



George Zalucki, Vice Mayor



Jeff Hunt, Councilmember



Jon McLain, Councilmember



Lori Fayhee, Councilmember



Rafael Lopez, Councilmember



Jim Ward, Councilmember

In Recognition

To

Makenzie Lehigh/Bonita Springs High School

The Village Council of the Village of Estero, Florida proudly recognizes Makenzie Lehigh as the Bonita Springs High School Student of the Month for February.

As a freshman, Makenzie consistently demonstrates what it truly means to be a leader both on and off the court. She approaches every practice and competition with a positive attitude, a strong work ethic, and a genuine willingness to challenge herself and grow.

Makenzie not only holds herself to high standards but also actively encourages and motivates her teammates to give their best effort. Her determination, sportsmanship, and commitment to personal and team success set a powerful example for others to follow.

Academically, Makenzie has maintained an outstanding cumulative GPA of 4.0, further reflecting her dedication to excellence. With these qualities already evident so early in her high school career, her future is exceptionally bright.

Makenzie is a tremendous asset to the Bonita Springs High School community and proudly embodies the core values of teamwork, respect, and community-focused leadership.

Presented on this 18th day of February 2026.



Joanne Ribble, Mayor



George Zalucki, Vice Mayor



Jeff Hunt, Councilmember



Jon McLain, Councilmember



Lori Fayhee, Councilmember



Rafael Lopez, Councilmember



Jim Ward, Councilmember

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

**DRAFT MINUTES
VILLAGE COUNCIL REGULAR MEETING**

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

February 4, 2026 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor Kyle Strom Ocean Church

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Also present

Village Manager Steve Sarkozy, Village Attorney Robert Eschenfelder, Land Use Attorney Nancy Stroud, Community Development Director Mary Gibbs, Public Works Director David Willems, Deputy Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

2. RESOLUTION RECOGNIZING NANCY STROUD 11 YEARS OF SERVICE

(a) Resolution No. 2026-02 Nancy Stroud

A consensus to approve Resolution No. 2026-02.

3. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

Motion by: Councilmember Hunt
Seconded by: Councilmember Fayhee

Action: Approved agenda.

Vote: (Roll Call)

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

Nay:

Abstentions:

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

eComment

Nancy Wood, Belle Lago

5. CONSENT AGENDA

(a) January 21, 2026 Village Council Meeting Minutes

(b) Financial Reports for Month ended December 2025

Motion: Motion to approve consent agenda.

Motion by: Councilmember Ward

Seconded by: Councilmember McLain

Action: Approved consent agenda.

Vote: (Roll Call)

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

Nay:

Abstentions:

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None

7. ACTIONS

(a) Land Use Legal Services Agreement

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Council Questions or Comments

None

Public Comments

None

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

Motion by: Councilmember Hunt

Seconded by: Councilmember Lopez

Action: Approved agreement 26015 between Village of Estero and Trask Daigneault, LLP, for land use legal services.

Vote: (Roll Call)

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

Nay:

Abstentions:

(b) Sherrill Lane and Luetlich Lane Right of Way

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Robert Eschenfelder, Village Attorney

Council Questions or Comments

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

Public Comments

None

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

Motion by: Councilmember Fayhee

Seconded by: Councilmember Lopez

Action: Accepted the quit claim deed for ownership of the Sherrill Lane and Luetlich Lane right-of-way in anticipation of constructing the Broadway Avenue West Utility Extension Project.

Vote: (Roll Call)

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

Nay:

Abstentions:

(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.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Council Questions or Comments

Vice Mayor Zalucki, and Mayor Ribble

Public Comments

None

Motion: Motion to adopt Resolution 2026-03.

Motion by: Councilmember Lopez

Seconded by: Vice Mayor Zalucki

Action: Adopted Resolution 2026-03.

Vote: (Roll Call)

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

Nay:

Abstentions:

8. SECOND READING AND PUBLIC HEARING

- (a) Second Reading of Ordinance No. 2025-17 Amending Land Development Code 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.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Robert Eschenfelder, Village Attorney

Mary Gibbs, Community Development Director

Council Questions or Comments

Councilmembers McLain and Ward

Public Comments

None

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

Motion by: Councilmember Hunt

Seconded by: Vice Mayor Zalucki

Action: Adopted Ordinance No. 2025-17 with revisions per Village Council direction on January 21, 2026.

Vote: (Roll Call)

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

Nay:

Abstentions:

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

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

Staff Presentation/Comments

Robert Eschenfelder, Village Attorney

10. VILLAGE ATTORNEY'S REPORT

Robert Eschenfelder, Village Attorney

Council Questions or Comments

Councilmembers McLain, Lopez, and Mayor Ribble

11. VILLAGE MANAGER'S REPORT

None

Adjourn Regular Session at 10:20 am and Convene Workshop Items at 10:20 am

12. WORKSHOPS

(a) Village of Estero Water Monitoring update

Staff Presentation/Comments

David Willems, Public Works Director

Council Questions or Comments

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

Public Comments

None

(b) Status report on Chick-fil-A Development order

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Mary Gibbs, Community Development Director

Council Questions or Comments

Councilmembers McLain, Lopez, and Vice Mayor Zalucki

Public Comments

None

(c) Code Compliance Mitigation and Payment Update

Staff Presentation/Comments

Steve Sarkozy, Village Manager
Mary Gibbs, Community Development Director
Robert Eschenfelder, Village Attorney
Stanley Knight, Code Enforcement Manager

Council Questions or Comments

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

Public Comments

None

13. ADJOURNMENT at 11:21 am

Motion by Councilmember Lopez

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: _____

By: _____

Carol Sacco, CMC, Village Clerk

Joanne Ribble, Mayor

(td/CS)

For an official copy of the signed minutes, please submit a [Public Record Request](#).

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 18, 2026

Agenda Item:

Williams Road and Atlantic Gulf Contract Amendment 02

Motion to approve award of Contract EC2020-01 STA02 Amendment 02 to Kisinger Campo & Associates to provide additional professional services to secure right of way and provide additional permitting assistance for a not to exceed amount of \$241,212.

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

Background:

The Village of Estero and our consultants have been working for several years to obtain property easements to construct the proposed Williams Rd & Atlantic Gulf Drive Improvements project. Negotiations with one adjacent property owner recently reached an impasse, forcing a redesign of the project. To complete the redesign, the Village needs additional services to be performed by Kisinger Campo & Associates (KCA) that were not contemplated in the original contract.

Description:

KCA will provide the following services to redesign the project and help the Village acquire the necessary property rights to build the proposed roadway improvements and obtain the required permits to start project construction. The proposed redesign will no longer require property from the Life Care Center.

1. Roadway & Drainage Design – Revise the roadway alignment, plans, and stormwater design to accommodate adjacent property needs. If needed, revise the drainage design to comply with the new state drainage requirements. Additional surveying, utility coordination, signage, pavement marking, lighting, signalization, and landscape analysis services are also included.
2. Permitting – Permitting requirements have changed since the original contract. This change order will address new permitting requirements.
3. Landscape Analysis & Plans – Includes additional landscaping services.

4. Cost to Cure Services – Provide additional services required to complete property acquisition negotiations.

Action Requested:

Motion to approve award of Contract EC2020-01 STA02 Amendment 02 to Kisinger Campo & Associates to provide additional professional services to secure right of way and provide additional permitting assistance for a not to exceed amount of \$241,212.

Authorize the Village Manager to sign STA 02, Amendment 02 and other additional implementing documents within the scope of the STA on behalf of the Village of Estero Council.

Process and Timeline:

The project will start after the contract is signed. The estimated contract signature and notice to proceed date is Feb. 23, 2026.

<u>Project Milestones</u>	<u>Estimated Completion Dates</u>
Notice to Proceed	Feb. 23, 2026
Topographic Survey	Mar. 16, 2026
60% Plans Submittal	Jun. 23, 2026
90% Plans Submittal	Oct. 21, 2026
Permit Submittals	Nov. 29, 2026
Final Project Design Package Submittal	Feb. 18, 2027

Financial Impact:

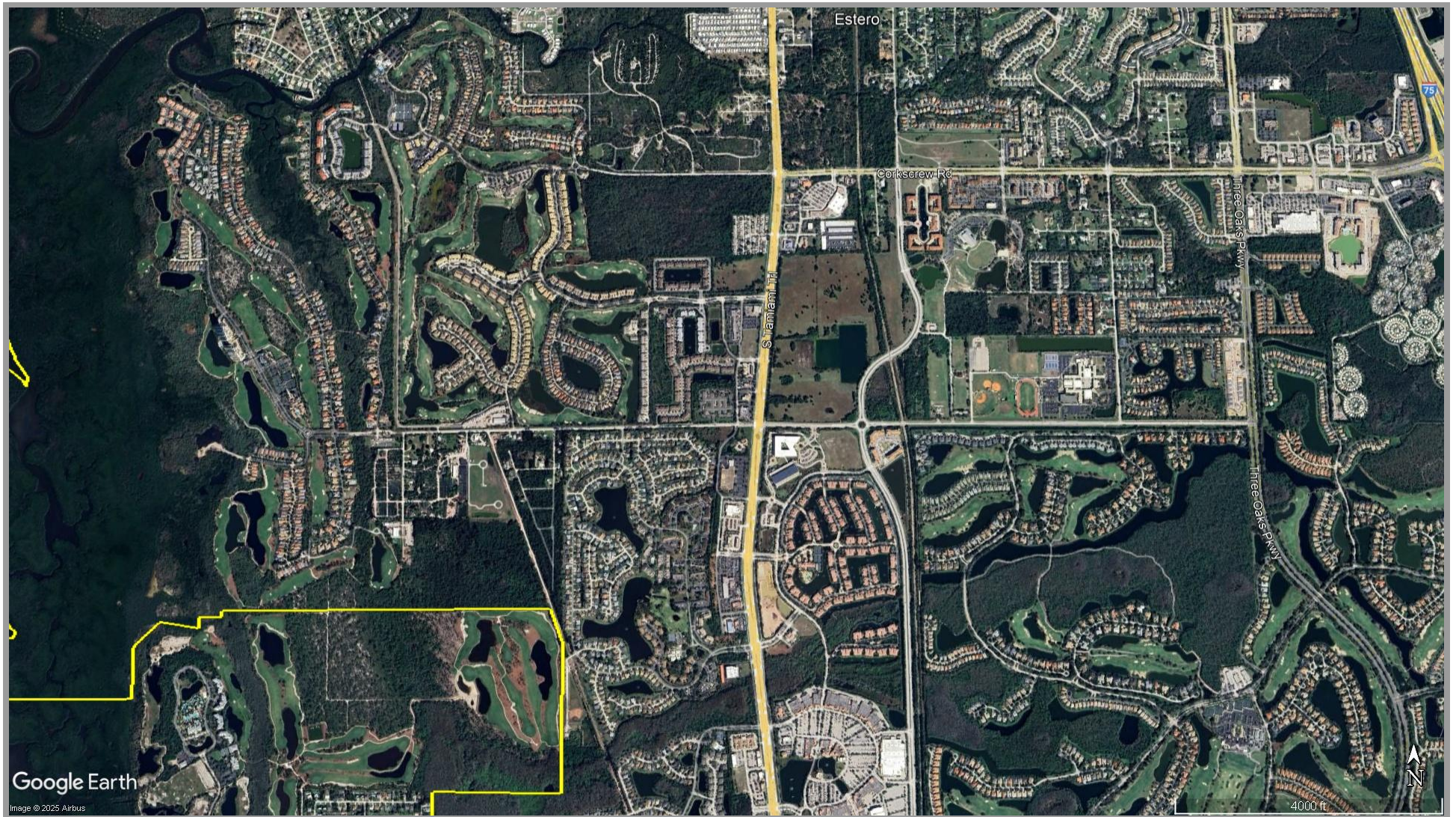
The contract's financial impact is \$241,212.

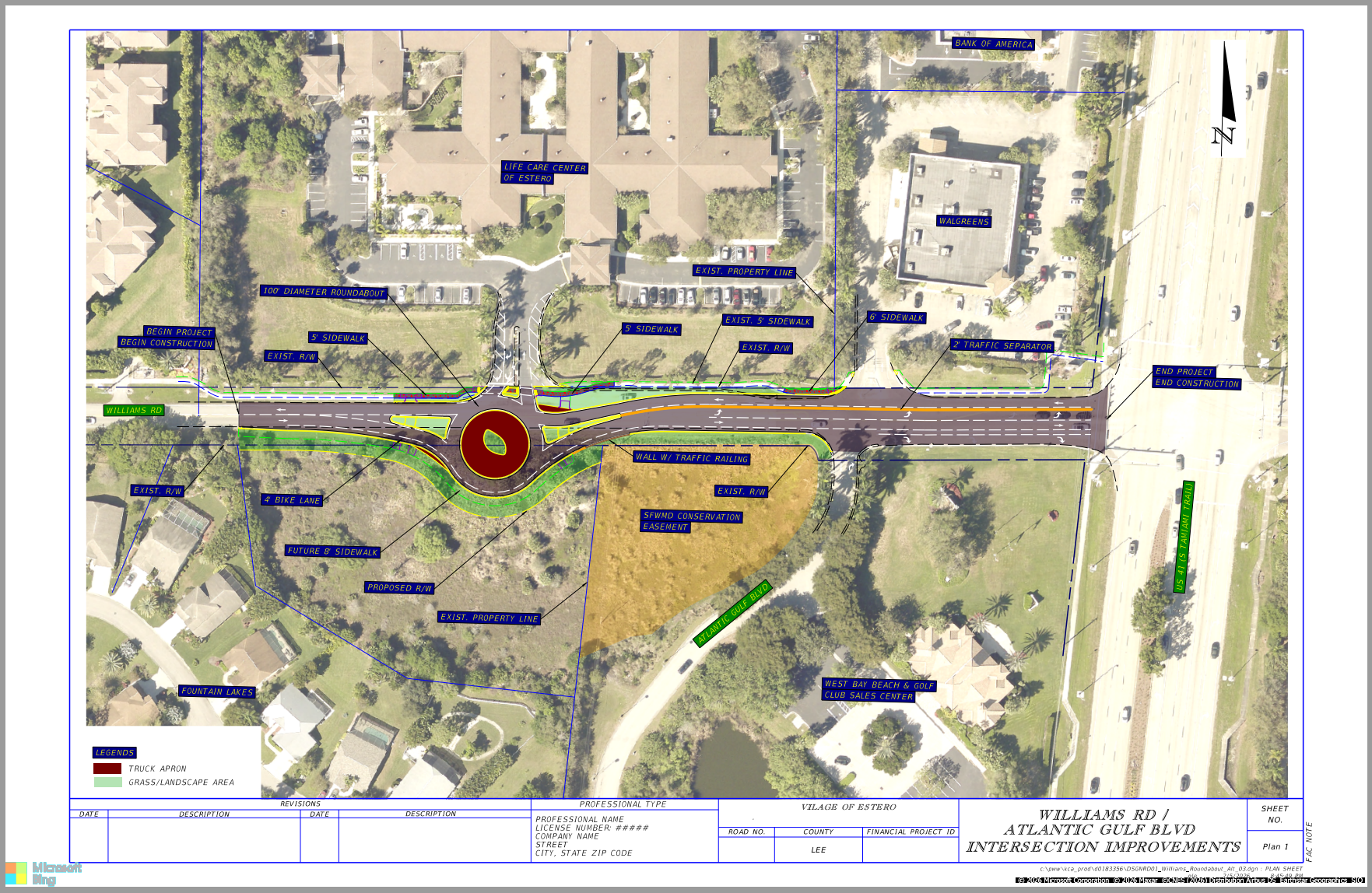
Sufficient funds are available in the Fiscal Year 2025-2026 budget for the Williams Rd – Atlantic Gulf Drive Intersection project.

Prepared by: David Willems, P.E.

Attachments:

1. Project Location Map
2. Project Design Concept
3. EC 2020-01-STA 02 Amendment 02







Contract/Change Order/Addendum/
Task Order Request

Project Name: Williams Rd/Atlantic Gulf Blvd Intersection Design & Permitting

Contractor/Vendor: Kisinger Campo & Associates (KCA)

Contract No.: EC 2020-61

Task Order No: STA 2

Change Order No: 02

Total Fees: Not to Exceed \$241,212.00

Brief Description:

The Contractor will provide consulting services in accordance with Exhibit A Scope of Services and fees identified therein, under the terms and conditions outlined in the above referenced Village of Estero Contract number.

Kisinger Campo & Associates

By: _____

Name: Paul G. Foley, P.E.

Title: CEO/President

Date: _____

Village of Estero

By: _____

Name: Steve Sarkozy

Title: Village Manager

Date: _____

Attachment: Exhibit A

EXHIBIT A

EC 2020-61 / STA 2 WILLIAMS ROAD / ATLANTIC GULF BLVD. INTERSECTION DESIGN & PERMITTING AMENDMENT #2 – SUPPLEMENTAL DESIGN, PERMITTING, AND COORDINATION SERVICES

STATEMENT OF WORK

PROJECT BACKGROUND, DESCRIPTION, AND LIMITS

The purpose of this document is to describe the scope of services for the Supplemental Authorization and the responsibilities of Kisinger Campo & Associates (CONSULTANT) and the Village of Estero (VILLAGE). Amendment #2 to STA #2 seeks to supplement the original contract (EC2020-61) and Amendment #1 with the services necessary for the preparation of a complete set of construction documents.

Design and permitting services were taken past 90% Plans and a final environmental permit submittal. Following the completion of these efforts, the negotiations for right-of-way acquisition became no longer agreeable under the current design and the SFWMD permit was withdrawn. Therefore, redesigning and additional permitting efforts are necessary to proceed with the construction of the project.

Plans will be updated to the latest applicable standards in accordance with Exhibit A, Section II of the original contract. Amendment #2 to STA #2 also seeks to ensure the project is designed and permitted in accordance with the recently adopted SFWMD Stormwater Rules. The original TTM and traffic data were found to still be applicable. These services, in addition to others, are further described within the following Scope of Services.

SCOPE OF SERVICES

This task will be completed under Contract CN 2020-61 Miscellaneous Professional Services as STA #2/Amendment #2 (Supplemental Design, Permitting, and Coordination Services). The following CONSULTANT Services are in addition to the work listed in the original contract and Amendment #1.

TASK 1. PROJECT ADMINISTRATION – N/A

TASK 2. PUBLIC INVOLVEMENT – N/A

TASK 3 SURVEY

Obtain Supplemental Survey within the Fountain Lakes right-of-way in accordance with Exhibit C. Prepare a Sketch and Legal Description of the proposed R/W area for Fountain Lakes.

TASK 4. GEOTECHNICAL SERVICES – N/A

TASK 5. UTILITY COORDINATION

The CONSULTANT shall coordinate design activities with the public and private utilities located within the project corridor. The utilities shall be notified via 60% and 90% plan review stages. CONSULTANT scope shall be limited to coordination efforts/services only to determine conflicts (if any). This task shall include services of the CONSULTANT to include:

- Collection and review as-built plans, data, and request for future expansions from affected utilities
- Coordination of adjustments, relocation, or removal of existing utility facilities in conflict with the proposed public works project
- Review and report regarding utility markups, work schedules and agreements
- Utility coordination at plan review stages and follow-up

Design of any required utility adjustments, drafting services or utility relocation plan production is not included in this scope of services. Should utility design be warranted, it would be considered a supplemental design task.

Deliverables:

- *Available as-built utility information from each utility provider located within the project boundaries*
- *Information and direction on potential utility expansion, adjustments that may be necessary, planning for expansion/adjustments, etc.*

TASK 6. TRAFFIC DATA AND ANALYSIS – N/A

TASK 7. ROADWAY & DRAINAGE DESIGN ANALYSIS

CONSULTANT shall perform general roadway and intersection analysis and design services in support of the plan production. Such services may include evaluation of drainage impacts, roadside safety issues, and conflicts with existing features and facilities. This task includes a continuation of development and evaluation of preliminary geometric redesign alternatives prepared by KCA to ensure operational and safety problems are addressed along with multimodal transportation recommendations in accordance with the VILLAGE's Bicycle and Pedestrian Master Plan are evaluated and incorporated into the final design.

The CONSULTANT shall perform operational analysis of the roundabout to accommodate the design vehicle. Entry and exit roundabout geometry will be developed using the fastest path and swept path of the design vehicle and further evaluated using Transoft's AutoTURN software.

The following tasks are included in the design layout of the Roundabout:

1. Revise Alignment
2. Revise Profile
3. Update all curb and sidewalk locations
 - a. Inscribed diameter
 - b. Curb returns
 - c. Median island location and crosswalk openings with verified length requirements through median island for crosswalk
4. Verify geometry with Fastest Path calculations for new roundabout (Iterative process-revisit design if not met)
5. Re-run Autoturn to verify WB-62FL fits in new roundabout. (Iterative process-revisit design if not met)
6. Update approaches to roundabout including updating shapes for existing limits to remain including pavement limits.
7. Analyze roundabout sight distance
8. Verify (and design, if needed) curb cut ramps at US 1. (Previous design replaced the curb returns and included new curb ramps)
9. Design and verify tie-downs inside of R/W
10. Re-run cross sections

11. Add/Remove/replace all labeling
12. Re-run all quantities.

Drainage modifications are required to reroute stormwater within the project limits to avoid impacting the Life Care Center Facility's existing SMF. No proposed additional stormwater treatment is anticipated within the adjacent Fountain Lake's wetland property. The project is anticipated to comply with the minor modification criteria of the existing Williams Road environmental resource permit. Phased construction will require a temporary drainage configuration to maintain existing drainage patterns. The Drainage Design Document will be updated & submitted to SFWMD for the ERP. Services also include additional plan quantities and costs for the preparation of opinions of probable cost (OPC) to be submitted at the 90% and Final submittal stages.

The following tasks are included in the Drainage design:

1. Relocate all inlets and verify low point in curb
2. Relocate all drainage pipe as needed based on new inlet locations.
3. Update and verify existing drainage calcs.

Deliverables (Updated per new scope):

- *Roadway Design Documentation*
- *Drainage Design Report*
- *Milestone Opinion of Probable Cost*

TASK 8. ROADWAY & DRAINAGE PLAN PREPARATION

The following plan sheets are anticipated to require updates, revisions, and/or additions to account for the latest governing Standard Plans and Specifications as well as updated alignment and roadway modifications. For the design to have the ability to be phased so we can build everything except the roundabout and then come back and get a permit and build the roundabout, two sets of plans are required.

Roadway Plans

- Key Sheet – *Update governing standard plans and specifications, split plans*
- Signature Sheet – *Update & Adjust Sheet, split plans*
- Drainage Map – *Revised stormwater design, split plans*
- Summary of Pay Items Sheet – *Update, split plans*
- Typical Section Sheets – *Update*
- General Notes / Pay Item Notes Sheet – *Update, split plans*
- Summary of Quantities Sheet – *Update*
- Survey Control Sheets – *Split plans*
- Project Layout Sheets – *Split plans*
- Plan and Profile Sheets – *Update*
- Summary of Drainage Structures – *Update, split plans*
- *Drainage Structure Sections – Update/Add*
- Cross Section Sheets – *Revise*
- Utility Adjustment Sheets – *Revise*
- Maintenance of Traffic Sheets – *Revise*
- Intersection/Driveway Details – *Update*
- Erosion Control Sheets – *Update, split plans*
- SWPPP Sheets – *Revise, split plans*

Deliverables (Updated per new scope):

- 60% plans (new design layout)
- 90% plans
- Final plans (signed and sealed)
- Wetland Cut Sheets
- Specifications Package in Word format

TASK 9. ENVIRONMENTAL AND PERMITTING SERVICES

This task involves environmental permitting and surveys. The original permit submittal to the SFWMD was withdrawn. There was no permit submittal to the FDEP as throughout the life of the project federal wetland jurisdiction shifted to the USACE from the FDEP. However, the USACE concurred that the wetland within the project area is not federally jurisdictional and a No Permit Required (NPR) letter was received.

Therefore, a permit application will need to be submitted to the SFWMD with the design changes assuming the new stormwater rules will be in place for the permitting requirements with the SFWMD. Due to design changes, wetland jurisdictional lines will need to be re-reviewed to confirm all limits within the revised project action area. Additionally, the species surveys done for the original submittal are expired or will expire by the time of a new submittal; therefore, species surveys will need to be redone as well.

The tasks indicated below include the anticipated environmental permitting scope of services. Assuming the design is split into two phases, the project will require a minor modification of the existing SFWMD Williams Road Environmental Resource Permit (ERP) for the first phase (no roundabout included). For the second phase, including the roundabout, the adjacent Fountain Lakes SFWMD ERP will also require a minor modification. The existing Williams Road SFWMD ERP will technically require a major modification for the addition of the roundabout due to wetland impacts and mitigation; however, assuming the same exceptions will be applied to the new application review process, a minor modification will be accepted. No additional permitting with the USACE will be required if the project area does not modify and include additional wetland areas.

The CONSULTANT will prepare the permit application submittals to the SFWMD for the Williams Road project. The CONSULTANT will compile the necessary forms and permit plans for the submittal packages. The CONSULTANT will utilize ownership information provided by the VILLAGE in preparing the submittal package. The CONSULTANT will provide up to two responses to requests for additional information (RAIs) from SFWMD staff, per application, if required. It is assumed that the Life Care Center, Walgreens, and West Bay Permits will not be impacted or require a modification.

Note: Based upon the previously received RAI from SFWMD Application No. 220818-35619, permit modifications to adjacent parcels (Fountain Lakes) will need to be reviewed concurrently with the Williams Road/Atlantic Boulevard Intersection Improvement permit application. The VILLAGE will also be required to demonstrate the right to modify these permits and construct proposed improvements outside the existing right-of-way.

The CONSULTANT will conduct a general species field review and re-delineate any wetland within the project area or area of potential impacts. The information collected from these field reviews will be documented within the permit application packages.

The CONSULTANT will conduct a Florida bonneted bat species-specific roosting survey, assuming the project area remains below 5 acres, following the 2024 *Florida Bonneted Bat Guidelines* to re-confirm the absence of bats within the revised project area. Additionally, the tricolored bat is

anticipated to be listed in the near future, the proposed surveys for the Florida bonneted bat will occur in the timeframe acceptable for the tricolored bat recommended guidelines. A Technical Memorandum documenting the results of the bat surveys will be completed to be included in permit applications.

Based on previous surveys, it is assumed that no gopher tortoises or their burrows will be impacted, and no additional permitting will be required for relocations. However, a second survey will be required to confirm.

The CONSULTANT will conduct two pre-application meetings with SFWMD to prepare the plans and calculations needed to complete the application packages. A pre-application meeting with the Florida Fish and Wildlife Conservation Commission and USFWS is not included.

Any permitting fees required for the project will be the responsibility of the VILLAGE. The permit fee already paid for the original application can be applied to the application re-submittal if it is submitted within 1 year of the withdraw date.

Permitting is a regulatory process over which the CONSULTANT has no control and cannot guarantee a permit. The CONSULTANT shall respond to, and address comments directly related to and precipitated from the above referenced permit application. Should any additional permitting efforts become necessary during the project, this will be considered additional services to be negotiated at that time. This scope also does not include dewatering permitting efforts. Should a dewatering permit become necessary this can be made a stipulation of the construction plans as the contractor's responsibility.

Deliverables:

- Completed SFWMD Major Modification Environmental Resource Permit Application for Williams Road, SFWMD Minor Modification Environmental Resource Permit Application Package (2 in total, 1 for Williams Road and 1 for Fountain Lakes)
- Environmental Report (to be included in application submittals – one report to be submitted with both separate submittals)
- Florida Bonneted Bat Technical Memorandum

TASK 10. SIGNING & PAVEMENT MARKING ANALYSIS & PLANS

The CONSULTANT is responsible for the preparation and design of a complete set of signing and pavement marking plans in compliance with the latest FDOT Standards, the M.U.T.C.D., and the "Sign/Marking Standards for Older Road Users Program" for the project.

The following plan sheets are anticipated to require revision as a result of the updated alignment and redesign of the roundabout. For the design to have the ability to be phased so we can build everything except the roundabout and then come back and get a permit and build the roundabout, two sets of plans are required.

- Key Sheet – *Update governing standard plans and specifications, split plans*
- General Notes / Pay Item Notes Sheet – *Revise/Update, split plans*
- Summary of Quantities Sheet – *Revise/Update quantities, split plans*
- Plan Sheets – *Revise based on updated design*

Deliverables:

- *60% plans*
- *90% plans*
- *Final plans (signed and sealed)*

TASK 11. LIGHTING ANALYSIS & PLANS

This task involves analyzing and designing lighting concepts for the roadway improvements in accordance with the current editions of the FDOT Standard Plans, Florida Greenbook and VILLAGE standards. The CONSULTANT shall update the Lighting Design Analysis Report (LDAR) based on the updated roadway improvements.

The following plan sheets are anticipated to require revision as a result of the updated alignment and redesign of the roundabout. For the design to have the ability to be phased so we can build everything except the roundabout and then come back and get a permit and build the roundabout, two sets of plans are required.

- Key Sheet – *Update governing standard plans and specifications, split plans*
- General Notes / Pay Item Notes Sheet – *Revise/Update, split plans*
- Summary of Quantities Sheet – *Revise/Update quantities, split plans*
- Pole Data, Legend & Criteria – *Revise/Update, split plans*
- Plan Sheets – *Revise based on updated design*

Deliverables:

- *Lighting Design Analysis Report (LDAR)*
- *60% plans*
- *90% plans*
- *Final plans (signed and sealed)*

TASK 12. SIGNALIZATION ANALYSIS & PLANS

This task involves analyzing and designing for the signalization at US 41 in accordance with the current editions of the FDOT Standard Plans, Florida Greenbook and VILLAGE standards. The scope of this task is limited to only relocating signal equipment and associated wirings that will be impacted by this project. Existing signal poles and heads are to remain unimpacted.

The following plan sheets are anticipated to require revision as a result of the updated alignment.

- Key Sheet – *Update governing standard plans and specifications*
- General Notes / Pay Item Notes Sheet – *Revise/Update*
- Summary of Quantities Sheet – *Revise / Update quantities*
- Signalization sheet – *Revise based on updated design*

Deliverables:

- *60% plans*
- *90% plans*
- *Final plans (signed and sealed)*

TASK 13. LANDSCAPING ANALYSIS AND PLANS (DMJA)

Provide Landscape Design Services in accordance with Exhibit D.

TASK 14. BID PHASE SERVICES – N/A**TASK 15. COST-TO-CURE SERVICES**

This task includes providing exhibits and responding to design related questions as needed for the VILLAGE'S acquisition of right-of-way necessary to construct the project.

TASK 16. POST DESIGN SERVICES – N/A**IV. EXCLUSIONS/ASSUMPTIONS**

The following tasks are not included in the Scope of Work for this Amendment:

1. Services other than those specifically listed above. Any additional services beyond those specifically identified herein or within the original contract will be addressed within another contract amendment.
2. This scope of services assumes plan submittals starting at 60% and progressing to 90% then Final Plans.
3. Project CMAR Contractor will provide utility coordination including the distribution of plans to the utility agency owners and securing utility work schedules.
4. Excludes services associated with a mid-block crosswalk at the intersection of Williams Road and West Tree Drive.
5. Based on a review of 2023 traffic data, updates to the original TTM and traffic data are not needed and not included in this Amendment.

V. PROJECT SCHEDULE

The services identified within this Scope of Services will begin upon the CONSULTANT's receipt of a written Notice to Proceed (NTP) from the VILLAGE. Upon execution of this Supplemental Authorization, the CONSULTANT shall submit to the VILLAGE a schedule of deliverables within ten (10) working days. This schedule of deliverables anticipates the VILLAGE will provide review comments of deliverables within 20 business days of submittal by the CONSULTANT. Services will begin upon the CONSULTANT's receipt of a written Notice to Proceed from the VILLAGE.

Project Schedule	
Milestone	Calendar Days from NTP
Notice to Proceed	0
Topographic Survey	21
60% Plan Submittal	120
90% Plan Submittal	240
Permit Submittals	279
Final Project Design Package Submittal	360
Bidding Phase	TBD
Post Design Services	TBD

Should any of the above milestones occur on the Village of Estero non-business day (weekend, holiday, etc.) then the milestone submittal shall occur on the following business day.

VI. COMPENSATION

Detailed staff hours and proposed fee are outlined in Exhibit B– Pricing Proposal.

EXHIBIT B

**CN 2020-61 / STA 2 WILLIAMS ROAD / ATLANTIC GULF BLVD. INTERSECTION DESIGN &
PERMITTING
AMENDMENT #2 – SUPPLEMENTAL DESIGN, PERMITTING, AND COORDINATION SERVICES**

PRICING PROPOSAL

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Fee Estimate
WILLIAMS RD/ATLANTIC GULF BLVD INTERSECTION
DESIGN & PERMITTING
EC 2020-61 / STA 2 / Amendment 2

1/27/2026

Task	Description	Fee Basis	Original Contract Amount	Adjustment(s) by all previous Amendments	Adjustment(s) due to Amendment 2	Total Compensation per Task
1	PROJECT ADMINISTRATION	NTE	\$17,252	\$39,082	\$0	\$56,334
2	PUBLIC INVOLVEMENT	NTE	\$28,637	\$5,305	\$0	\$33,942
3.1	SURVEY	NTE	\$21,460	\$0	\$4,900	\$26,360
3.2	SURVEY US 41 & WILLIAMS ROAD INTERSECTION	NTE	\$1,550	\$0	\$0	\$1,550
3.3	RIGHT-OF-WAY SURVEY	NTE	\$13,950	-\$13,950	\$0	\$0
3.4	BOUNDARY SURVEYS	NTE	\$13,950	-\$13,950	\$0	\$0
4	GEOTECHNICAL SERVICES	NTE	\$9,920	\$4,680	\$0	\$14,600
5	UTILITY COORDINATION	NTE	\$8,579	\$0	\$2,905	\$11,484
6	TRAFFIC DATA AND ANALYSIS	NTE	\$54,454	\$0	\$0	\$54,454
7	ROADWAY & DRAINAGE DESIGN ANALYSIS	NTE	\$87,813	\$24,795	\$68,507	\$181,115
8	ROADWAY & DRAINAGE PLANS	NTE	\$49,428	\$21,681	\$52,489	\$123,598
9	ENVIRONMENTAL AND PERMITTING SERVICES	NTE	\$41,149	\$33,529	\$55,057	\$129,735
10	S&PM ANALYSIS & PLANS	NTE	\$22,295	\$0	\$15,454	\$37,748
11	LIGHTING ANALYSIS & PLANS	NTE	\$25,247	\$0	\$16,109	\$41,356
12	SIGNALIZATION ANALYSIS & PLANS	NTE	\$10,278	\$0	\$4,565	\$14,843
13	LANDSCAPE ANALYSIS & PLANS	NTE	\$20,515	\$6,000	\$3,035	\$29,550
14	BID PHASE SERVICES	NTE	\$5,449	\$0	\$0	\$5,449
15	COST-TO-CURE ENGINEERING SERVICES	NTE	\$27,092	\$18,192	\$18,192	\$63,476
16	POST DESIGN SERVICES	NTE	\$10,081	\$0	\$0	\$10,081
TOTAL			\$469,099	\$125,364	\$241,212	\$835,675

Kisinger Campo & Associates
 Williams Rd/Atlantic Gulf Blvd Int.Design Engineering Services
 Village of Estero EC No. 2020-61 / STA 2 / Amendment 2

SUMMARY
 ESTIMATE OF WORK EFFORT
 1/27/2026

	Project Mgr. 1	Chief Eng. 1	Senior Eng. 1	Eng. 2	Designer	Eng. Tech	Senior Env. Specialist	Env. Specialist	GIS Specialist	Visualization Tech	Subconsultant Cost	Total Hours	Total Cost
Hourly Rates	\$208.00	\$265.00	\$223.00	\$192.93	\$111.00	\$95.00	\$138.00	\$87.00	\$105.00	\$101.00			
1. PROJECT ADMINISTRATION	0	0	0	0	0	0	0	0	0	0		0	\$0
2. PUBLIC INVOLVEMENT	0	0	0	0	0	0	0	0	0	0		0	\$0
3.1 SURVEY											\$4,900		\$4,900
3.2 SURVEY US 41 & WILLIAMS ROAD INTERSECTION													\$0
3.3 RIGHT-OF-WAY SURVEY													\$0
3.4 BOUNDARY SURVEYS													\$0
4. GEOTECHNICAL SERVICES										SOCOTEC			\$0
5. UTILITY COORDINATION	0	0	0	7	14	0	0	0	0	0		21	\$2,905
6. TRAFFIC DATA AND ANALYSIS	0	0	0	0	0	0	0	0	0	0		0	\$0
7. ROADWAY & DRAINAGE DESIGN ANALYSIS	16	22	46	167	152	0	0	0	0	0		403	\$68,507
8. ROADWAY & DRAINAGE PLANS	3	24	24	85	214	0	0	0	0	0		350	\$52,489
9. ENVIRONMENTAL AND PERMITTING SERVICES	0	12	0	46	30	0	182	148	16	0		434	\$55,057
10. S&PM ANALYSIS & PLANS	2	5	15	29	43	0	0	0	0	0		94	\$15,454
11. LIGHTING ANALYSIS & PLANS	3	5	23	33	24	0	0	0	0	0		88	\$16,109
12. SIGNALIZATION ANALYSIS & PLANS	2	3	5	7	8	0	0	0	0	0		25	\$4,565
13. LANDSCAPING ANALYSIS AND PLANS											David M. Jones, Jr. and Associates, Inc. (see attached)	\$3,035	\$3,035
14. BID PHASE SERVICES	0	0	0	0	0	0	0	0	0	0		0	\$0
15. COST-TO-CURE ENGINEERING SERVICES	36	0	48	0	0	0	0	0	0	0		84	\$18,192
16. POST DESIGN SERVICES	0	0	0	0	0	0	0	0	0	0		0	\$0
Total Hours	62	71	161	374	485	0	182	148	16	0		1499	
Total Staff Hour Cost	\$12,896	\$18,815	\$35,903	\$72,156	\$53,835	\$0	\$25,116	\$12,876	\$1,680	\$0	\$7,935		\$241,212

Kisinger Campo & Associates
 Williams Rd/Atlantic Gulf Blvd Int.Design Engineering Services
 Village of Estero EC No. 2020-61 / STA 2 / Amendment 2

UTILITY COORDINATION
 ESTIMATE OF WORK EFFORT

1/27/2026

	Project Mgr. 1	Chief Eng. 1	Senior Eng. 1	Eng. 2	Designer	Eng. Tech	Senior Env. Specialist	Env. Specialist	GIS Specialist	Visualizatio n Tech	Total
Hourly Rates	\$208	\$265	\$223	\$193	\$111	\$95	\$138	\$87	\$105	\$101	
UTILITY COORDINATION											
Develop & Maintian Contacts List (Update)											0
Collect and Review UAO as-builts, data, etc.				1	3						4
Coord. Adjustments, relocations, removal				1	6						7
Review Mark-ups, work schedules, agreements				2	4						6
Coordination / Follow-up				3	1						4
											0
Subtotal	0	0	0	7	14	0	0	0	0	0	21
TOTAL UTILITY COORDINATION HOURS	0	0	0	7	14	0	0	0	0	0	21
TOTAL UTILITY COORDINATION COST	\$0	\$0	\$0	\$1,351	\$1,554	\$0	\$0	\$0	\$0	\$0	\$2,905

Kisinger Campo & Associates
 Williams Rd/Atlantic Gulf Blvd Int.Design Engineering Services
 Village of Estero EC No. 2020-61 / STA 2 / Amendment 2

ROADWAY & DRAINAGE DESIGN ANALYSIS
 ESTIMATE OF WORK EFFORT

1/27/2026

	Project Mgr. 1	Chief Eng. 1	Senior Eng. 1	Eng. 2	Designer	Eng. Tech	Senior Env. Specialist	Env. Specialist	GIS Specialist	Visualizatio n Tech	Total
Hourly Rates	\$208	\$265	\$223	\$193	\$111	\$95	\$138	\$87	\$105	\$101	
GENERAL DESIGN ANALYSIS											
Drainage											
Data Collection & Field Reviews (updated alignment)				2	2						4
Base Clearance Water Elevation (updated alignment & two sets)				16							16
Drainage Design Documetation Report (Update & create 2 sets)				16	4						20
Drainage Map Hydrology (updated alignment & stormsewer)				12							12
Stormsewer Design (rerouting)				32	16						48
Design of Stormwater Management Facility (N/A)											0
Cost Estimate (60% 90% & Final - both phases)				8	8						16
Quality Control		8									8
Supervision		6									6
Coordination (Fountain Lakes meeting, prep, & minutes)				8	4						12
Drainage Subtotal	0	14	0	94	34	0	0	0	0	0	142
Roadway											
Data Collection & Field Reviews	1			4	2						7
Design Criteria/Documentation Report (Update)	1			2							3
Typical Section Analysis	1			3	6						10
Roundabout/Intersection Analysis	2	2		12	24						40
Cross Section Design Files				5	15						20
Geometric Analysis	3	2	8	30	45						88
TTCP Analysis	2			3	12						17
Quantities			8	8	14						30
Cost Estimate (60%, 90% & Final)	2		4	4							10
Quality Control	2	2	26	2							32
Supervision		2									2
Coordination	2										2
Roadway Subtotal	16	8	46	73	118	0	0	0	0	0	261
TOTAL ROADWAY & DRAINAGE DESIGN ANALYSIS HOURS	16	22	46	167	152	0	0	0	0	0	403
TOTAL ROADWAY & DRAINAGE DESIGN ANALYSIS COST	\$3,328	\$5,830	\$10,258	\$32,219	\$16,872	\$0	\$0	\$0	\$0	\$0	\$68,507

Kisinger Campo & Associates
 Williams Rd/Atlantic Gulf Blvd Int.Design Engineering Services
 Village of Estero EC No. 2020-61 / STA 2 / Amendment 2

ROADWAY & DRAINAGE PLAN PREPARATION
 ESTIMATE OF WORK EFFORT

1/27/2026

	Project Mgr. 1	Chief Eng. 1	Senior Eng. 1	Eng. 2	Designer	Eng. Tech	Senior Env. Specialist	Env. Specialist	GIS Specialist	Visualization Tech	Total
Hourly Rate	\$208	\$265	\$223	\$193	\$111	\$95	\$138	\$87	\$105	\$101	
ROADWAY & DRAINAGE PLAN PREPARATION											
Roadway											
Cover Sheet (update index, governing standard plans and specs, split sheet)			1	1							2
Signature Sheet (update and split sheet)			1	1							2
Summary of Pay Items Sheet (update and split sheet)				2	10						12
Typical Section Sheet (Update TS 1 and 2)				6	12						18
General Notes / Pay Item Notes (update and split sheet)	1		6								7
Summary of Quantities (update)				4	36						40
Survey Control Sheet				1	1						2
Project Layout Sheet				1	2						3
Plan Profile Sheet (update)				2	10						12
Cross Sections (revise 11 sheets)				4	16						20
Utility Adjustment Sheets (revise 2)				1	3						4
MOT Sheets (revise 1)				4	20						24
Intersection/Driveway Details (Update)				4	20						24
Quality Control	2	2	16								20
Supervision		5									5
Roadway Subtotal	3	7	24	31	130	0	0	0	0	0	195
Drainage											
Drainage Map (Update & adjust sheet & create 2 sets)				8	24						32
Summary of Drainage Structures (Update & create 2 sets)				12	16						28
Drainage Structure Sections (Update & add)				24	28						52
Drainage Structure Details (N/A)											0
Pond Detail Sheet (N/A)											0
Pond Cross Sections (N/A)											0
Erosion Control Sheets (Update & create 2 sets)				8	12						20
SWPPP Sheets (Update areas & permit info & create 2 sets)				2	4						6
Quality Control		10									10
Supervision		7									7
Drainage Subtotal	0	17	0	54	84	0	0	0	0	0	155
Specifications											0
TOTAL ROADWAY & DRAINAGE PLAN HOURS	3	24	24	85	214	0	0	0	0	0	350
TOTAL ROADWAY & DRAINAGE PLAN COST	\$624	\$6,360	\$5,352	\$16,399	\$23,754	\$0	\$0	\$0	\$0	\$0	\$52,489

Kisinger Campo & Associates
 Williams Rd/Atlantic Gulf Blvd Int.Design Engineering Services
 Village of Estero EC No. 2020-61 / STA 2 / Amendment 2

ENVIRONMENTAL AND PERMITTING SERVICES
 ESTIMATE OF WORK EFFORT

1/27/2026

	Project Mgr. 1	Chief Eng. 1	Senior Eng. 1	Eng. 2	Designer	Eng. Tech	Senior Env. Specialist	Env. Specialist	GIS Specialist	Visualizatio n Tech	Total
Hourly Rates	\$208	\$265	\$223	\$193	\$111	\$95	\$138	\$87	\$105	\$101	
ENVIRONMENTAL											
Environmental Research									8		8
Establish Wetland Jurisdiction Lines and Assessments							10	10			20
Species Survey							20	20			40
Agency Verification of Wetland Data							8	8			16
Environmental Tech Memo/Bat Tech Memo							30	30	8		68
Compesatory Mitigation Plan							2	2			4
Mitigation Coordination and Meetings							2	2			4
Subtotal	0	0	0	0	0	0	72	72	16	0	160
PERMITTING											
Agency Meetings (3 meetings with SFWMD)				10	10		12	8			40
Prepare SFWMD Major Mod (assume minor) ERP Application				12	4		10	20			46
Prepare SFWMD Minor Modification (2 required)							16	24			40
Prepare VOE Type D LDO Application											0
Prepare FDOT Drainage Connection Permit Application											0
Permitting & RAI's (2 per permit - 3 total applications)				24	16		50	24			114
Quality Control		4					22				26
Supervision		4									4
Coordination		4									4
Subtotal	0	12	0	46	30	0	110	76	0	0	274
TOTAL ENV. & PERMITTING HOURS	0	12	0	46	30	0	182	148	16	0	434
TOTAL ENV. & PERMITTING COST	\$0	\$3,180	\$0	\$8,875	\$3,330	\$0	\$25,116	\$12,876	\$1,680	\$0	\$55,057

Kisinger Campo & Associates
 Williams Rd/Atlantic Gulf Blvd Int.Design Engineering Services
 Village of Estero EC No. 2020-61 / STA 2 / Amendment 2

S&PM DESIGN AND PLAN PREPARATION
 ESTIMATE OF WORK EFFORT

1/27/2026

	Project Mgr. 1	Chief Eng. 1	Senior Eng. 1	Eng. 2	Designer	Eng. Tech	Senior Env. Specialist	Env. Specialist	GIS Specialist	Visualizatio n Tech	Total
Hourly Rate	\$208	\$265	\$223	\$193	\$111	\$95	\$138	\$87	\$105	\$101	
S&PM DESIGN AND PLANS PREPARATION											
Data Collection & Field Reviews											0
Design Signing and Pavement Marking Analysis			7	16	20						43
Revise and split Cover Sheet (2)				1	2						3
Revise/Update and split General Notes / Pay Item Notes Sheet				1	2						3
Revise/Update and split Summary of Quantities Sheet				3	5						8
Revise/Update Signing and Marking Plan Sheet (2)			1	3	8						12
Quantities				3	3						6
Construction Cost Estimate (60%, 90% & Final)			1	2	3						6
Quality Control		2	6								8
Supervision		3									3
Coordination	2										2
Subtotal	2	5	15	29	43	0	0	0	0	0	94
TOTAL S&PM DESIGN AND PLAN HOURS	2	5	15	29	43	0	0	0	0	0	94
TOTAL S&PM DESIGN AND PLAN COST	\$416	\$1,325	\$3,345	\$5,595	\$4,773	\$0	\$0	\$0	\$0	\$0	\$15,454

Kisinger Campo & Associates
 Williams Rd/Atlantic Gulf Blvd Int.Design Engineering Services
 Village of Estero EC No. 2020-61 / STA 2 / Amendment 2

LIGHTING DESIGN AND PLAN PREPARATION
 ESTIMATE OF WORK EFFORT

1/27/2026

	Project Mgr. 1	Chief Eng. 1	Senior Eng. 1	Eng. 2	Designer	Eng. Tech	Senior Env. Specialist	Env. Specialist	GIS Specialist	Visualizati on Tech	Total
Hourly Rate	\$208	\$265	\$223	\$193	\$111	\$95	\$138	\$87	\$105	\$101	
LIGHTING DESIGN & PLAN PREPARATION											
Data Collection & Field Reviews											0
Lighting Design Analysis Report			1	3	3						7
Lighting Segment and Intersection RA Analysis			3	3	3						9
Voltage Drop Calculations			4	4							8
Design Analysis			1	3	3						7
Design Documentation			3	3							6
Revise and split Cover Sheet				3	1						4
Revise/Update and split General Notes / Pay Item Notes Sheet			1	3	1						5
Revise/Update and split Summary of Quantities			2	2	3						7
Revise/Update and split Pole Data, Legend and Criteria			1	2	4						7
Revise/Update Lighting Plan Sheet			1	3	3						7
Quantities			1	2	2						5
Construction Cost Estimate			1	2	1						4
Quality Control	1	2	4								7
Supervision		3									3
Coordination	2										2
Subtotal	3	5	23	33	24	0	0	0	0	0	88
TOTAL LIGHTING DESIGN & PLAN HOURS	3	5	23	33	24	0	0	0	0	0	88
TOTAL LIGHTING DESIGN & PLAN COST	\$624	\$1,325	\$5,129	\$6,367	\$2,664	\$0	\$0	\$0	\$0	\$0	\$16,109

Kisinger Campo & Associates
 Williams Rd/Atlantic Gulf Blvd Int.Design Engineering Services
 Village of Estero EC No. 2020-61 / STA 2 / Amendment 2

SIGNALIZATION ANALYSIS AND PLAN PREPARATION
 ESTIMATE OF WORK EFFORT

1/27/2026

	Project Mgr. 1	Chief Eng. 1	Senior Eng. 1	Eng. 2	Designer	Eng. Tech	Senior Env. Specialist	Env. Specialist	GIS Specialist	Visualizati on Tech	Total
Hourly Rate	\$208	\$265	\$223	\$193	\$111	\$95	\$138	\$87	\$105	\$101	
SIGNALIZATION DESIGN & PLAN PREPARATION											
Data Collection & Field Reviews											0
Design Analysis			1	1							2
Revise Cover Sheet (1)				1	1						2
Revise/Update General Notes / Pay Item Notes Sheet			1	1	1						3
Revise/Update Summary of Quantities Sheet				1	1						2
Revise/Update Signalization Sheet (1)			1	1	1						3
Quantities				1	2						3
Construction Cost Estimate (60%, 90%, & Final)				1	2						3
Quality Control		1	2								3
Supervision		2									2
Coordination	2										2
Subtotal	2	3	5	7	8	0	0	0	0	0	25
TOTAL SIGNAL ANALYSIS & PLAN HOURS	2	3	5	7	8	0	0	0	0	0	25
TOTAL SIGNAL ANALYSIS & PLAN COST	\$416	\$795	\$1,115	\$1,351	\$888	\$0	\$0	\$0	\$0	\$0	\$4,565

Kisinger Campo & Associates
 Williams Rd/Atlantic Gulf Blvd Int.Design Engineering Services
 Village of Estero EC No. 2020-61 / STA 2 / Amendment 2

Cost-to-Cure
 ESTIMATE OF WORK EFFORT

1/27/2026

	Project Mgr. 1	Chief Eng. 1	Senior Eng. 1	Eng. 2	Designer	Eng. Tech	Senior Env. Specialist	Env. Specialist	GIS Specialist	Visualizati on Tech	Total
Hourly Rate	\$208	\$265	\$223	\$193	\$111	\$95	\$138	\$87	\$105	\$101	
COST-TO-CURE ENGINEERING SERVICES											
Preparation of Exhibits (ROW)	12		40								52
Respond to Design Questions (ROW)	24		8								32
											0
TOTAL SITE PLAN SERVICES HOURS	36	0	48	0	0	0	0	0	0	0	84
TOTAL SITE PLAN SERVICES COST	\$7,488	\$0	\$10,704	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,192

EXHIBIT C

**CN 2020-61 MISCELLANEOUS PROFESSIONAL SERVICES
AMENDMENT #2 to SUPPLEMENTAL TASK AUTHORIZATION #2 – SUPPLEMENTAL DESIGN,
PERMITTING, AND COORDINATION SERVICES**

SUPPLEMENTAL SURVEY PROPOSAL (EF GAINES/T2UE)

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EF Gaines Surveying Services

8481 Yorkshire Lane
 Fort Myers, FL 33919
 (239) 822-4565
 Liz@EFGaines.com
 www.EFGaines.com

**Proposal****ADDRESS**

Kisinger Campo & Associates; 1158:0858 Williams Road - Additional Services
 Craig Singer II, PE
 Kisinger Campo & Associates
 13461 Parker Commons Blvd., Ste. 104
 Fort Myers, FL 33912

PROPOSAL

20228

DATE

01/19/2026

EFG PROJECT NUMBER / NAME

0858 / Williams Road

CLIENT CONTACT / CLIENT REF. #

Craig Singer / TBD

DESCRIPTION

Prepare a Sketch and Legal Description of the proposed R/W area for Fountain Lakes per PDF exhibit emailed 1/13/26

TOTAL

\$1,000.00

Accepted By

Accepted Date



January 19, 2026

Kisinger Campo & Associates
13461 Parker Commons Blvd, Suite 104
Ft Myers, Florida 33912

RE: Survey Services
Project name – *Williams Road*

T2 UES, Inc.

5670 Zip Drive
Fort Myers, FL 33905
USA

Phone +1 239 277 0722

www.T2ue.com

Dear Mr. singer:

We are pleased to submit this proposal for the above reference project in Lee County.
Please accept this letter as our official scope of services and fee.

Limits of Survey:

Williams Road: See attached Limits of Survey Exhibit

Survey Scope of Services:

- Re-establish horizontal and vertical control
- Data collect existing feature and topographic data within the project limits.
- Process field collected data
- Map features from field collected data
- Project management / field supervision

Submittals:

- Digital CAD file of survey data
- Survey report

Basis and Assumptions:

Unless specifically stated otherwise in the Scope of Services, this proposal is conditioned on the following. Differences may result in necessary changes to the proposed scope and fee.

- Field data collection can occur within normal business hours between 8:00 a.m. and 5:00 p.m.
- Fees do not include Subsurface Utility Exploration (SUE) services. Only above ground utilities will be located.
- Tree locating has not been considered for this scope of services and fee.

Fees:

Lump Sum: \$3,900.00

Thank you for considering us to provide you with these services. Please feel free to contact me with any questions you may have.

Sincerely,

Scott R. Urquhart

Scott Urquhart, PSM
BRANCH MANAGER

Limit of Survey Exhibit

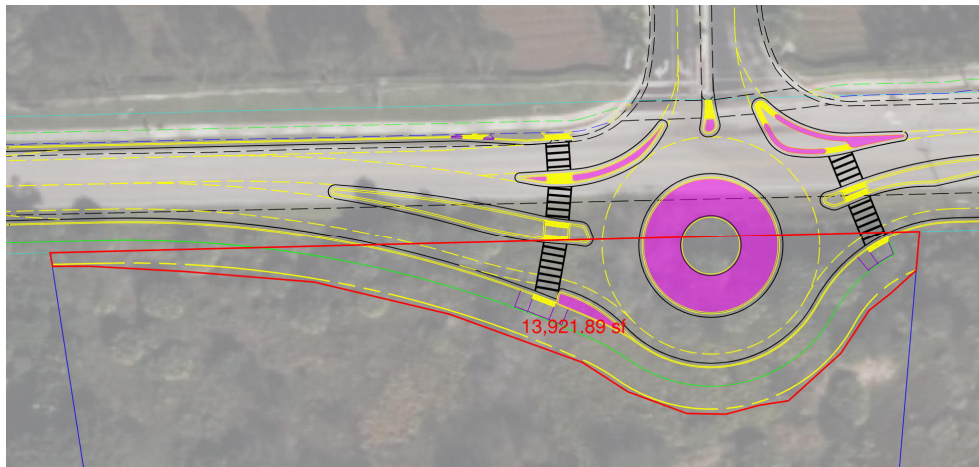


EXHIBIT D

**CN 2020-61 MISCELLANEOUS PROFESSIONAL SERVICES
AMENDMENT #2 to SUPPLEMENTAL TASK AUTHORIZATION #2 – SUPPLEMENTAL DESIGN,
PERMITTING, AND COORDINATION SERVICES**

LANDSCAPE DESIGN PROPOSAL (DMJA)

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January 14, 2026

Craig Singer
Kisinger Campo & Associates
10060 Amberwood Road
Fort Myers, FL 33913
Tel: 239-278-5999
Email: Csinger@kcaeng.com

DMJA

DAVID M. JONES, JR. AND ASSOCIATES, INC.
LANDSCAPE ARCHITECTS • SITE PLANNERS

Re: William Road/Atlantic Gulf Blvd. Intersection – Landscape Design Additional Services (#221042)

David M. Jones, Jr. and Associates, Inc. (DMJA) is pleased to make the following proposal to Kisinger Campo & Associates (Client) to provide Landscape Architectural Additional Services.

- I. Project Description – A request to revise previously approved landscape plans to reflect the updated roadway design.
- II. Scope of Additional Services –

TASK 12. LANDSCAPING ANALYSIS AND PLANS

The CONSULTANT shall analyze and provide Landscape Architecture services in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current VILLAGE guidance. Includes identification of opportunities and constraints for the proposed landscape project based on existing site conditions. Identify available planting areas for nursery landscape material outside of clear zones. The CONSULTANT shall include a written plan for care and maintenance of the plants and beds, and irrigation system after the warranty period. The landscape maintenance plan will be developed in performance-based language and will be in coordination with the VILLAGE's staff that will assume maintenance obligation. The Consultant shall meet with the VILLAGE's maintenance /operational personnel to review the existing conditions, proposed geometry and planting and irrigation options or standards to be considered in the design.

Planting Design shall be based on previously approved plans, which provides delineation of all proposed planting types, scheme development and preliminary costs and reports and a Final Stage that provides identification of the species/type, size, location, spacing, and quality of all plants. Planting design is anticipated within the proposed roundabout center island and median islands (if applicable) as well as those areas within the LLC property impacted by the proposed Williams Road improvements to ensure compliance with previously approved development order landscape.

2221 McGregor Boulevard
Fort Myers, Florida 33901



LC C000063

Phone: (239) 337-5525
Fax: (239) 337-4494

William Road/Atlantic Gulf Blvd. Intersection (#221042)
Re: Landscape Architectural Services

January 14, 2026

Irrigation Design shall include a Conceptual Stage which provides analysis of methods, materials and operation costs associated with proposed irrigation system, including determination of water and power sources. Final Irrigation Design includes, but is not limited to, the locations and sizes of pumps, pump stations, mainlines, lateral lines, irrigation heads, valves, backflow, and control devices. This scope of services assumes that irrigation will be provided by existing 12" Lee County Reuse facility located within the project limits and a SFWMD well water use permit for irrigation will not be required. If a water use permit for irrigation is required, it would be considered an optional service.

This task consists of the preparation of 11" x 17" construction drawings at a scale of 1" = 40'. One (1) PDF file will be provided for each submittal and will include, but not limited to, the following sheets:

- Key Sheet
- Tabulation of Quantities
- General Notes / Pay Item Notes Sheet
- Tree and Vegetation Inventory, Protection and Relocation Plans
- Planting Plans
- Planting Details and Notes
- Irrigation Plans
- Irrigation Details and Notes

Plans will be submitted to the VILLAGE for their review and comments at 60%, 90% and 100% completion. Once the 100% plans are approved, the CONSULTANT will supply final signed and sealed plans for bidding purposes, including technical specifications.

Deliverables:

- 60% plans
- 90% plans

- III. Assumptions – Electronic drawings of the proposed engineered site plan will be provided by your office for use as base maps. Drawings and plans reflect the intended development condition and identify impacts to existing site conditions.
- IV. Contract Signature & Acceptance: Client acknowledges that by signing this proposal, they become financially responsible for payment for the services rendered. If Client is requesting this proposal on behalf of clients' end user, then client shall provide all end user contact and billing information with this acceptance, as well as have the end user sign the proposal in agreement of the proposed fees.

William Road/Atlantic Gulf Blvd. Intersection (#221042)
Re: Landscape Architectural Services

January 14, 2026

V. Additional Services Fees - DMJA will provide the landscape architectural services specified as Basic Services for the following fees

Task	Fee	Authorization
Landscape Architectural Additional Services		
60% Plans	\$1,345.00	_____
90% Plans	\$1,690.00	_____

Additional Services Billed hourly upon services performed.

VI. General Terms and Conditions - Services performed under this agreement shall be subject to the General Terms and Conditions on the attached page of this proposal. DMJA has industry standard insurance coverage as outlined in the attached; if additional coverage is required, associated additional charges will be added to contract fee and payable prior to work commencement.

We trust this proposal meets with your approval. Acceptance of this proposal constitutes a contract and authorization to proceed. To initiate our work, please return a signed copy for our files. Thank you for the opportunity of providing this proposal. We are looking forward to working with you.

Sincerely,
DAVID M. JONES, JR. AND ASSOCIATES, INC.

Jarod A. Prentice, R.L.A.

Jarod A. Prentice, R.L.A.
LA#: 6667459, I.S.A. FL5296AM

Authorized Signature: Title: Date: _____

Name Typed/Printed: Email: Phone: _____

County Parcel #: _____ County: _____

Billing Contact: _____ Signature: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 18, 2026

Agenda Item:

Adoption of Resolution No. 2026-01 to facilitate the creation of a Purchasing Card Program for the Village.

Motion to adopt Resolution No. 2026-01.

Background:

The Village Council has established a Procurement Code to facilitate the fair, transparent, ethical, and economical acquisition of commodities and services to support the Village's operations. While the Procurement Code addresses the means and methods of procuring various commodities and services (including what level of competition must occur, what exceptions to competition apply, and the limits of the Village Manager's approval authority), it does not expressly authorize a Purchasing Card (P-Card) program.

P-Card programs are common in public agencies (and private businesses), and are designed to encourage eligible purchases to be made on an authorized central credit card account with the issuing bank agreeing to pay a certain amount (usually characterized as a percent of purchases) as a rebate to the participating government agency or business. The participating agency gains a benefit by recovering some percentage of its spend on a monthly or quarterly basis, while the issuing bank benefits from having a reliable organizational customer, and being able to capture spending data which may be used by the bank or bank partners to target market to the participating agency.

The Village's Finance Director and his staff have examined the feasibility of creating a P-Card program for the Village and their examination of historical spend data demonstrates that the Village makes sufficient recurring purchases which could be made on a P-Card so as to make the creation of a P-Card program financially worthwhile for the Village. The Village Manager has reviewed Finance staff's recommendation and recommends the creation of a P-Card program.

Part of the Finance Director's research included examination of the various available providers of organizational purchasing cards. His research the program offered by Synovus Bank (Synovus) as being most beneficial to the Village. As part of its approval process, Synovus requires the adoption of a "borrowing resolution" by the agency's governing board. The attached Resolution No. 2026-01 contains the various findings and approvals the bank requires the governing board to make in conjunction with establishing the program. The resolution has been drafted by the Village Attorney who has also

Page 1 of 2

reviewed the related application form and “borrower agreement” and has advised that there are no legal issues related to establishing the program.

To ensure ethical operation of the program and to provide sound procedures which would withstand audit review, once created, the Village’s procurement staff will develop for the Manager’s approval an administrative procedure all authorized card users would need to follow, and each authorized card user would, per the Resolution, receive training from the procurement staff on how to comply with the program. Revenue received from the program will be tracked over time to ensure participation in the program continues to be a financial benefit for the Village.

Action Requested:

Motion to adopt Resolution No. 2026-01.

Process and Timeline:

If approved by Council, staff will transmit the required Resolution and related application form to Synovus Bank to complete the application process and, once the account is established, will conduct necessary training of all authorized card users to ensure compliance with the program.

Financial Impact:

While the creation of a P-Card account with Synovus Bank will result in small annual card charges, the Village will overall stand to make money by receiving periodic rebates on all dollars spent from the Bank.

Prepared by: Robert Eschenfelder, Village Attorney

Attachments:

1. Resolution No. 2026-01
2. Synovus® Commercial Card Annual Rebate

RESOLUTION NO. 2026 – 01

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, AUTHORIZING THE VILLAGE TO ESTABLISH A PURCHASING CARD ACCOUNT WITH SYNOVUS BANK; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Estero is a Florida municipal corporation created pursuant to Florida Statutes § 165.041 provides for the creation of municipalities in Florida; and

WHEREAS, pursuant to the procedures set forth in this statute, the Florida Legislature adopted Chapter Law 2014-249, which created the Village of Estero as a municipal corporation; and

WHEREAS, the Village Council has established a Procurement Code to facilitate the fair, transparent, ethical, and economical acquisition of commodities and services to support the Village's operations; and

WHEREAS, P-Card programs generally encourage eligible purchases to be made on an authorized central credit card account with the issuing bank agreeing to pay a certain amount (usually characterized as a percent of purchases) as a rebate to the participating government agency; and

WHEREAS, the Village Manager has recommended that, in addition to the procurement methods set forth in the Procurement Code, the Village create a Purchasing Card (P-Card) program; and

WHEREAS, the Village's Finance Director has researched various available providers of organizational purchasing cards and has identified the program offered by Synovus Bank (Synovus) as being most beneficial to the Village; and

WHEREAS, as part of its approval process, Synovus requires the adoption of a "borrowing resolution" by the agency's governing board; and

WHEREAS, based on the recommendations of Village management, the Village Council finds that it is in the Village's best interests to create a P-Card program and to adopt this Resolution containing the terms required by Synovus and provisions related to program implementation.

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

Section 1. The Village Council hereby resolves that:

- a. The Village desires to enter a financial transaction with Synovus and the governing body of the Village has deemed it to be in the best interests of the Village to enter a financial transaction with Synovus.
- b. This Resolution shall continue to have effect until express written notice of its rescission or modification has been received and accepted by Synovus. Any and all prior resolutions adopted by the governing body of the Village relating to Synovus as governing the operation of the Village's account(s), are, and shall continue (except as expressly modified hereby), in full force and effect, until Synovus receives and acknowledges express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to Synovus, establishing the authority for such changes.
- c. Any and all actions heretofore taken by any Authorized Person named herein in obtaining loans, lines of credit or other indebtedness or in executing guaranties or the pledging of collateral on behalf of the Village with Synovus and in exercise of the authority and powers granted herein prior to the adoption of this Resolution are hereby ratified, approved and confirmed.
- d. Any of the positions named in Section 3 below (each, an "Authorized Person") are hereby authorized to enter into an agreement with Synovus and/or its affiliates, providing for loans or other extensions of credit to be made to the Village (including obtaining credit cards issued by Synovus) which shall bear interest, require payment of fees and have such other terms and conditions as approved and deemed necessary, appropriate or desirable by the Authorized Person executing the same agreement, the execution thereof by such Authorized Person to be conclusive evidence of such approval and determination.
- e. The Authorized Persons are each independently and without the need of any other Authorized Person hereby authorized (i) to execute and deliver to Synovus such notes or other evidences of indebtedness of the Village for the monies so borrowed, with interest thereon, as Synovus may require, and to execute and deliver from time to time renewals or extensions of such notes or other evidences of indebtedness; and (ii) to perform all acts and execute and deliver all instruments which Synovus may deem necessary or desirable to carry out the purposes of this Resolution.
- f. The Authorized Persons are hereby authorized to execute and deliver to Synovus a guaranty or guaranties as required by Synovus to guaranty the payment of any notes or other indebtedness of any other party to Synovus.
- g. The Authorized Persons are hereby authorized to discount with or sell to Synovus conditional sales contracts, notes, acceptances, draft, receivables, and other evidences of indebtedness payable to the Village, upon such terms as may be agreed upon by such Authorized Person and Synovus, and to endorse in the name of the Village said conditional sales contracts, notes, acceptances, drafts, receivables and

other evidences of indebtedness so discounted, and to guarantee the payment of the same to Synovus.

- h. The Authorized Persons are hereby authorized to apply for and obtain from Synovus letters of credit in such amounts, for such fees and on such terms and conditions as the Authorized Persons and Synovus may agree and in connection therewith to execute such agreements, applications, trust receipts, pledge agreements, notes, guaranties, indemnities, reimbursement agreements, and other financial undertakings as Synovus may require.
- i. Any and all notes, other evidences of indebtedness, applications for letters of credit, security agreements, mortgages, security deeds, deeds of trust, assignments, guaranties, pledge agreements, and hypothecation agreements heretofore executed and delivered to Synovus for or in the name of the Village by any Authorized Person are hereby ratified, approved and confirmed, and the actions of any Authorized Person in executing the same and borrowing the money, and obtaining letters of credit are hereby ratified, approved and confirmed.

Section 2. Nothing herein shall provide the right of any Village official to convey, grant, assign, transfer, pledge, mortgage, grant a security interest in, or otherwise to hypothecate or deliver by such instruments any of the property of the Village, which property is held by the Village in the name of the public.

Section 3. The Village further certifies that Village Manager Steve Sarkozy and Finance Director Kevin Greenville are deemed Authorized Persons of the Village and have all of the powers indicated above. Each Authorized Person may independently bind the Village pursuant to the terms of the P-Card program without the need of any other Authorized Person. Synovus is hereby authorized to rely on any of the signatures of any Authorized Persons relating to borrowing/pledging/guarantying transactions on the Village's P-Card account.

Section 4. Pursuant to his authority to create administrative procedures under Village Code § 2-2(a), the Village Manager (assisted by the Village's procurement staff) shall create a P-Card program which will contain all necessary internal controls, rules of use, and P-Card training for users, as the Manager in his judgment determines is necessary to ensure the program is operated in a manner which ensures compliance with applicable financial and ethical standards.

Section 5. The Village Manager is authorized to execute the Synovus Purchasing Credit Card Application to complete the application process.

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 18th day of February, 2026.

Attest:

Joanne Ribble, Mayor

Carol Sacco, Village Clerk

Synovus® Commercial Card Annual Rebate

Village of Estero

- Waived Annual Card Fees
- Waived Technology and Integration Fees
- Assumes Corporate Central Billing/Corporate Liability & Electronic Statements
- Customer must pay in full via auto draft from a Synovus account when billed to qualify for rebates

Qualified Annual Spend		Rebate Amount (Basis Points**) 14 Days/1 Day	Rebate Amount (Basis Points**) 30 Days/20 Day
Standard Interchange USD Net Annual Charge Volume		Cycle Period/Payment Term	Cycle Period/Payment Term
\$1,000,000	\$1,999,999	110	100
\$2,000,000	\$3,999,999	125	110
\$4,000,000	\$5,999,999	130	115
\$6,000,000	\$7,999,999	135	120
\$8,000,000	\$9,999,999	140	125
\$10,000,000	\$ +	145	130
Custom Interchange* Rebate Share			
\$ All	\$ All	50	50

*Certain reduced transactions subject to interchange programs offered by VISA

**Basis Points equal 0.01%

Commercial Card Program Financial Information

Synovus will pay Customer an annual rebate (the "Rebate") based on annualized U.S. dollar net charge volume less chargebacks, returns, credits, write-offs, reversals, fees, ATM, and cash advances. Rebates will be paid within 60 days after the end of each contract year. Compliance with the payment terms is required to qualify for rebate. There are merchant types that receive lower interchange from VISA. All transactions that are VISA Custom Interchange will be paid at 0.50 Basis Points. All net charge volume in VISA Custom Interchange category will not be included when determining tiered basis points calculations. All net charge volume in VPAP (Visa Purchase Advantage Program) will not qualify for a rebate and will not be included when determining rebate tier. Synovus will pay the annual Rebate by ACH deposit to a Synovus Bank account. No rebate will be paid for any partial calendar year. If the program is terminated, the final annual incentive will be paid (8) months after the termination date to permit calculation of final incentive amount (credits, authorized charges, credit losses, disputes).

Bank reserves the right to discontinue the Rebate at any time upon written notice to Customer. In addition, Bank, in its sole discretion, may reduce the rebate listed above, without notice to Customer. A Prime Rate of 5.00% will be used as the floor in support of this Rebate Program. Should the Prime Rate on the last publication day of the month immediately preceding the first day of the applicable billing cycle be greater than 5.00%, then Bank will reduce the applicable Rebate percentages by two (2) basis points for each 0.25% change in the Prime Rate. Should your corporate structure change due to merger, acquisition, divestiture, or for any other reason, such change shall be the basis of renegotiation of the rebate.

Statement of Confidentiality/Agreement

The information contained in this document is proprietary to Synovus. Synovus submits this document with the understanding that it will be held in strict confidence and will not be disclosed, duplicated or used in whole or in part, for any purpose other than the evaluation of Synovus qualifications, without the prior written consent of Synovus.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 18, 2026

Agenda Item:

EC26017 Bond Counsel Agreement

Motion to approve a Piggyback Agreement with Nabors, Giblin & Nickerson, P.A. for Bond Counsel Services and authorize the Village Manager to execute the Agreement and any additional implementing documents on behalf of the Village of Estero Council.

Background:

The Village is planning various capital and land acquisition projects that may be financed through the issuance of municipal bonds. While the Village Attorney provides general legal services, bond counsel services require specialized expertise in municipal finance law and federal tax law applicable to bond issuances.

The City of Port St. Lucie issued a competitive Request for Proposals (RFP) for Bond Counsel Services and subsequently entered into Contract #20250212 with Nabors, Giblin & Nickerson, P.A. on January 14, 2026.

Pursuant to § 2-184(b)(2) of the Village Procurement Code, the Village is authorized to piggyback onto competitively procured contracts of other public agencies. Village legal counsel reviewed the City's procurement process and determined that it complies with Florida law and may be piggybacked.

Description:

The proposed Piggyback Agreement authorizes the Village to retain Nabors, Giblin & Nickerson, P.A. to provide bond counsel services under the same scope of services and fee structure as contained in the City of Port St. Lucie contract.

Bond counsel services include, but are not limited to:

- Advising the Village on the legal feasibility of bond financing programs and compliance with applicable state and federal laws.
- Preparing bond resolutions, trust indentures, escrow agreements, closing documents, and related financing instruments.
- Conducting validation proceedings, if required.

Page 1 of 3

- Issuing bond counsel opinions regarding the legality of the bonds and the federal tax-exempt status of bond interest.

The initial term of the Agreement runs through January 17, 2031, with one additional five-year renewal option.

The Agreement includes Village-specific provisions regarding sovereign immunity, public records compliance, venue in Lee County, and other required statutory protections.

Action Requested:

Motion to approve a Piggyback Agreement with Nabors, Giblin & Nickerson, P.A. for Bond Counsel Services and authorize the Village Manager to execute the Agreement and any additional implementing documents on behalf of the Village of Estero Council.

Process and Timeline:

Upon Council approval, the Agreement will be executed and will become effective February 18, 2026.

Bond counsel services will be utilized on an as-needed basis in connection with future bond issuances. The Agreement term extends through January 17, 2031, with the option for one additional five-year renewal.

Financial Impact:

Compensation will be paid on a per-issuance basis and included as part of each bond issue.

The fee schedule for publicly offered bond transactions is based on a per \$1,000 bond structure beginning at \$1.75 per \$1,000 for the first \$25 million, with tiered reductions thereafter. A minimum fee of \$20,000 per transaction applies.

There is no impact unless bonds are issued. Fees are contingent upon successful issuance of bonds.

Prepared by: Kevin Greenville, CPA

Attachments:

1. EC26017 Bond Counsel Agreement
2. Port St. Lucie Bond Counsel Agreement

PIGGYBACK AGREEMENT FOR BOND COUNSEL SERVICES

This Agreement is made on the 18th day of February, 2026 (the “Effective Date”), by and between the **Village of Estero**, a Florida municipal corporation (the “Client”) and **Nabors, Giblin & Nickerson, P.A.**, a Florida professional association (the “Contractor”), collectively referred to as the “Parties.”

WHEREAS, the Client is presently planning a variety of projects, and has undertaken certain prior land acquisition activities, all of which may lawfully be paid for from the proceeds of one or more types of municipal bonds; and

WHEREAS, while the Village has its general legal services provided by its Village Attorney, neither the Village Attorney nor his law firm practice in the unique and specialized legal area of municipal bonds; and

WHEREAS, should it proceed with the issuance of one or more municipal bonds, the Village desires to ensure that all state and federal laws, including all tax and public finance laws, are taken into account and adhered to in the issuance and the subsequent expenditures of bond proceeds; and

WHEREAS, the Village Manager examined the limited number of law firms which maintain municipal bond practices and determined that the Contractor and its primary attorney specializing in this area of law was the most beneficial for the Village to retain to provide the needed 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, the Village staff nevertheless did explore whether competitive procurements had occurred to retain the Contractor; and

WHEREAS, the City of Port St. Lucie, a Florida municipal corporation (“City”) issued a Request for Proposals (“RFP”) for the purpose of receiving proposals for bond counsel services (the “Services”); and

WHEREAS, the Contractor responded to the RFP and City subsequently selected the Contractor as the most qualified proposer; and

WHEREAS, on January 14th 2026, the Contractor and City entered into an Agreement for Bond Counsel Services (the “City Contract”) wherein the Contractor agreed to perform the Services for the City in accordance with the terms and conditions described therein; and

WHEREAS, § 2-184(b)(2) of the Estero Procurement Code authorizes the Client to acquire goods or services by use of an existing agreement between a vendor and another public agency where such agreement has resulted from a competitive solicitation process pursuant to lawful competitive procedures which are equal to or more stringent than the Client’s, and where the Client’s terms of acquisition do not substantially differ from the initial public agency’s agreement; and

WHEREAS, the Client’s legal counsel has analyzed the RFP process used by the City and has determined that it was conducted in compliance with Port. St. Lucie’s procurement rules and Florida law, and was otherwise a competitive solicitation process able to be “piggybacked” pursuant to § 2-184(b)(2) of the Village Code; and

WHEREAS, the Client desires to piggyback onto the City Contract for the purposes of receiving the same Services from Contractor as are being provided to City under the City Contract.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance of the Services. The Contractor shall make available to Client, and provide to Client as requested, the same Services as are available and provided to City in accordance with the terms and conditions of the City Contract, under the fee and cost structure specified therein. All references to the "City" or "Port St. Lucie" in the City Contract shall, for purposes of this Agreement, mean Client.
2. Unit Pricing. The Contractor's work shall be performed at the same rates and fees as are set forth in Section VI of the City Contract.
3. Scope of Work. The Contractor shall perform the work as set forth in the Scope of Work as set forth in Section III of the City Contract, and as further required by the Client's municipal bonding activities.
4. Additional Services. This Agreement is only for the provision of those Services provided by or made available by Contractor to City in the City Contract. The Parties understand that any other contracting services Client may wish to acquire may or may not be acquired from Contractor, and will be acquired in accordance with applicable law and Client's procurement code and administrative policies.
5. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP (inclusive of the solicitation and Instructions to Proposers), (ii) the Contractor's Proposal, and (iii) the City Contract (including any amendments and extension notices related thereto). Notwithstanding any term in the City Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the three above-listed documents, the City Contract shall prevail first, followed by the RFP, followed by the Contractor's Proposal.
6. Term and Termination of the Agreement. The term of this Agreement shall commence on the Effective Date, shall have a Termination Date of **January 17th 2031** (the termination date set forth in Section IV of the City Contract). Pursuant to the renewal options set forth in the City Contract, this Agreement may be renewed for one additional five-year term. This Agreement may be terminated as provided for in the same manner as is set forth in § XVII of the City Contract.
7. Staff Title References. To the extent the City Contract refers to Project Manager, Project Administrator, or certain other City officials or employees authorized to act under the City Contract, the Parties agree that for purposes of this Agreement, references to such officials or employees shall mean the Village Manager, or her/his designee.
8. Substitutes or Revisions of Terms. The following terms in the City Contract are revised as follows:

Section XIII is created as follows:

Contractor shall submit invoices for payment in electronic form to: accountspayable@estero-fl.gov. If the Village disputes any portion of a submitted invoice, or determines any invoice is incomplete, it will follow the procedures set forth in the Florida Local Government Prompt Payment Act located at Part VII of Florida Statutes Chapter 218.

Section VII is amended to add at the end of the existing language:

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

9. Public Records Act Compliance. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

- (a) Keep and maintain public records required by the Client to perform the Services provided hereunder.
- (b) Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Client.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Client all public records in the possession of the Contractor or keep and maintain public records required by the Client to perform the service. If the Contractor transfers all public records to the Client upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (239.221.5035), E-MAIL (records@estero-fl.gov), OR MAIL (VILLAGE OF ESTERO, OFFICE OF THE VILLAGE CLERK, 9401 Corkscrew Palms Cir., Estero, FL 33928.

10. Notices. Notwithstanding § II of the City Contract, all notices given pursuant to this Agreement, except as may otherwise be specified in the applicable Account Documentation, shall be sent by certified U.S. mail, return receipt requested, or by tracked overnight courier, or by in-person hand delivery, to the official and address provided below:

Client:

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

Contractor:

Nabors, Giblin & Nickerson, P.A.
Attn: Steven E. Miller
2502 Rockey Point Drive, Ste. 1060
Tampa, FL 33607

11. Representations; Warranties.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.

12. Miscellaneous.

- a. **Merger.** This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. **No Waiver.** No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. **Assignment; Subcontracting.** The Contractor understands that the nature of the services to be provided under this Agreement are highly specialized and the Village will rely heavily on the specific institutional knowledge and experience of the Contractor's staff to be assigned to perform the services. Therefore, Contractor may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the Village.
- d. **Governing Law; Venue.** The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Notwithstanding § XIX of the City Contract, any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Lee County, Florida. Venue shall lie exclusively in Lee County.

- e. **Attorney Fees.** Notwithstanding any provision of the City Contract to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- f. **Compliance With Laws; Non-Discrimination.** The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or subcontractors, or the delivery of the Contractor's Services to Client. Additionally, the Contractor agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.
- g. **Licenses.** The Contractor must, by the Effective Date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement.
- h. **Severability.** In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- i. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of Client retaining an independent professional contractor.
- j. **No Third-Party Beneficiaries.** This Agreement only provides rights and remedies for the Client and Contractor. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.
- k. **Scrutinized Companies.** Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:
 - (i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
 - (ii) The Contractor engages in business operations in Cuba or Syria; or
 - (iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

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

The Contractor shall notify the Client if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with

Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the Client within ten (10) days of the date of such occurrence.

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

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

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

- m. **Human Trafficking Affidavit.** The Contractor shall provide the Village with the no-coercion affidavit required by Florida Statutes § 787.06, in the form provided by the Village's procurement staff.
- n. **Personal Identifying Information.** Pursuant to Florida Statutes § 287.138, in the event the performance of the Services would require the Contractor to possess the personal identifying information of citizens provided by the Client, Contractor will be required to complete a Foreign Country of Concern Attestation.

- o. **Amendments.** This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.
- p. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

The Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

Village of Estero

Nabors, Giblin & Nickerson, P.A.

By: _____
Steve Sarkozy, Village Manager

By: _____
Steven E. Miller, Firm President

Contract #20250212

**CITY OF PORT ST. LUCIE
CONTRACT #20250212**

This CONTRACT executed this 14th day of January, 2026, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City," and NABORS, GIBLIN & NICKERSON, P.A., a Florida Professional Association, 2502 Rocky Point Drive, Suite 1060, Tampa, FL 33607, Telephone No (813) 281-2222. Fax No. (813) 281-0129, hereinafter called "Consultant" or "Bond Counsel." City and Consultant may be referred to herein individually as a "party" or collectively as the "parties."

**SECTION I:
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Consultant is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a Consultant for legal services, as well as other tasks more specifically described in this Contract; and

WHEREAS, Consultant is qualified, willing, and able to provide the Work specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Consultant to perform the Work specified and in the amount as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part hereof for reference.

**SECTION II:
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email with read receipt, or by Fed-EX, UPS, courier or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

- A. The same day, if sent via email with read receipt.
- B. Within one (1) day in the case of overnight hand delivery, courier, or services such as Fed-Ex or UPS with guaranteed next day delivery; or,
- C. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Contract #20250212

Consultant: Steven E. Miller
Nabors, Giblin & Nickerson, P.A.
2502 Rocky Point Drive, Suite 1060
Tampa, FL 33607
Telephone: (813) 281-2222 Fax (813) 281-0129
Email: smiller@ngn-tampa.com

City Contract Administrator: Max Previlon, CPPB / Procurement Contracting Officer III
Procurement Management Division
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Email: Mprevilon@cityofpsl.com

City Project Manager: Stephen Okiye, Finance Director
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Telephone: 772 871 5191
Email: SOkiye@cityofpsl.com

**SECTION III:
DESCRIPTION OF SERVICES TO BE PROVIDED**

The Bond Counsel must provide the full scope of legal services in preparing and marketing bond issues for the City. The services to be performed by the Bond Counsel include, but are not limited to, the following:

1. Reviewing the advice to the City as to the legal feasibility of any financing program proposed by the City's Financial Advisor and advising as to compliance with applicable law and pending or proposed revision in the law, including U.S. Treasury regulations.
2. Reviewing any conduit bond issues for compliance with all applicable securities and tax law and regulations.
3. Advising as to procedures, required approvals and filings, schedule of events for timely issuance, potential cost-saving techniques and other legal matters relative to the issuance of bonds, whether the financing is undertaken by competitive bid or negotiated sale.
4. Attending conferences of City officials, staff members, the City's Financial Advisor, and if a negotiated sale is undertaken, representatives of the selected underwriters, when so requested.
5. Attending any requested meetings of the City Council and its committees.
6. Preparing all bond documents and any amendments thereto in order to authorize the issuance of the bonds.
7. Preparing any trust indenture; escrow deposit agreement; trustee, registrar or paying agent agreement; and any other agreements or similar documents necessary, related or incidental to the financing.
8. Preparing all pleadings and other documents (e.g., complaint, notice of service, proposed answer, memorandum of law, proposed order, etc.) and conducting the validation hearing of any appeals related thereto or arising there from.

Contract #20250212

9. Reviewing the transcript of all proceedings in connection with the foregoing and indicating any necessary corrective action.
10. If sale is by competitive bid, assisting in the preparation of the bid documents, notice of sale, evaluation of bids and any other documentation or action necessary to conduct a sale of the bonds in that manner.
11. Preparation of the award resolution, and any amendments thereto, for the sale of the bonds and review the bond purchase agreement, preliminary official statement and official statement.
12. Preparing, obtaining, delivering, and filing all closing papers necessary in connection with the sale and issuance of the bonds, including, but not limited to, certified copies of all minutes, ordinances, resolutions and orders; certificates such as officers, seal, incumbency, signature, no prior pledge, arbitrage and others; and verifications, consents and opinions from accountants, Consultants, special consultants, and attorneys.
13. Issuing of standard, comprehensive bond counsel opinion as to the legality of the bonds, the security of their payment and the exemption from federal income taxation of the interest on the bonds as well as the customary supplemental bond counsel opinion as to the accuracy of the certain provisions of the Official Statement.

SECTION IV: TIME OF PERFORMANCE

The Contract Period start date will be January 18, 2026, and will terminate January 17, 2031, for an initial period of five (5) years. In the event all work required in the proposal specifications have not been completed by the specified date, the Consultant agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Consultant feels he has no control. Requests for time extensions shall be submitted immediately, but in no event, more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Consultant, warrant such an extension, with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Consultant's control.

SECTION V: RENEWAL OPTION

The City may renew this Contract to provide identical services for one (1) additional five (5) year term, if the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding, negotiation or City Council approval may extend this Contract.

NOTE: Consultant may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the Contract period

SECTION VI: COMPENSATION

The total utilizes the fee schedule listed below the amount to be paid by the City to the Consultant will be based on the fees negotiated with each Bond Issue. The City always reserves the right to negotiate depending on the bond. Compensation will be included in the debt issue. The City will pay to the Consultant a one-time-only fee of \$10.00 as an indemnification fee. The City will not pay for out-of-pocket expenses including, but not limited to, office & utilities,

Contract #20250212

sub-consultants fees, travel or any reimbursable expense. There will be no additional amount paid for reimbursable expenses.

For services as Bond Counsel fee for publicly offered transactions in terms of dollar/bond (where term "bond" is \$1,000 of the amount issued):

\$1.75 per \$1,000 bond - first \$25,000,000

\$1.50 per \$1,000 bond - next \$25,000,000

\$0.75 per \$1,000 bond - next \$50,000,000

\$0.40 per \$1,000 bond – thereafter

Payment of the fee described above shall be contingent upon successful issuance of the Bonds. Depending on the complexity, or lack thereof, of the legal work associated with the issuance of Bonds, the above fee schedule may be adjusted up or down upon the written consent of both parties.

Bond Counsel fee for privately placed transactions in terms of dollar/bond (where term "bond" is \$1,000 of the amount issued):

\$1.50 per \$1,000 bond - first \$25,000,000

\$1.00 per \$1,000 bond - next \$25,000,000

\$0.60 per \$1,000 bond - next \$50,000,000

\$0.30 per \$1,000 bond – thereafter

Minimum fee per transaction to serve as Bond Counsel: \$20,000.00

The Consultant shall not be paid additional compensation for any loss or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

Fees are to include all reimbursable, including travel, meals, copies and so forth.

SECTION VII:
INDEMNIFICATION

Consultant agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Consultant, agents, laborers, subconsultants or other personnel entity acting under Consultant control in connection with the Consultant's performance of services under this Contract. To that extent, Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless

Contract #20250212

agreement by Consultant shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Consultant or any agent laborers, subconsultants, or employees of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Consultant shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Consultant on the work. This indemnification shall survive the termination of this Contract.

SECTION VIII: **INSURANCE**

The Consultant agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the construction contract. As consideration for this indemnity provision the Consultant shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by consultant qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Damage to Premises	\$100,000.00

Contract #20250212

Medical expense

\$10,000 any 1 person

An Additional Insured endorsement must be attached to the certificate of insurance, CG2026, under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent Consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Except as to Workers' Compensation and Employers' Liability and Professional Liability Insurance, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract # 20250212 – Bond Counsel."** The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent Consultants and sub consultants utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Consultant to ensure that all subconsultants comply with the same insurance requirements referenced above.

Contract #20250212

All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right to, but not obligation, to review and reject any insurer providing coverage.

A failure on the part of the Consultant to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION IX: **SOVEREIGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

SECTION X: **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any subconsultant, supplier of materials, laborer, or other person or entity shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all the above parties is hereby expressly waived.

SECTION XI: **COMPLIANCE WITH LAWS**

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Consultant will comply with all requirements of 28 C.F.R. § 35.151. Consultants and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Consultant and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

SECTION XII: **PUBLIC RECORDS**

Consultant and any subconsultants shall comply with section 119.0701, Florida Statutes. The Consultant and any subconsultants are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Article I, section 24(a), Florida

Contract #20250212

Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Laws. CONSULTANT'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, Consultant agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service.

- A. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.
- B. During the term of the Contract, the Consultant shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.
- C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Contract include, but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.
- D. The Consultant agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.
- E. A Consultant who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the City.

Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

Contract #20250212

**CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING
TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC
RECORDS AT:**

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

**SECTION XIII:
ADDITIONAL REQUIREMENTS**

N/A

**SECTION XIV:
LICENSING**

Consultant warrants that it and its employees possess all licenses and certifications necessary to perform required work and is not in violation of any laws. Consultant warrants that such licenses and certificates are current and will be maintained throughout the duration of the Contract.

**SECTION XV:
SAFETY PRECAUTIONS**

Precautions shall be exercised at all times for the protection of persons, including employees, and property. All plans and construction must be ADA compliant. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI:
ASSIGNMENT**

Consultant shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Consultant sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty. The City's consent to any assignment is strictly conditioned upon the third party assuming all obligations under the Contract as it exists at the time of the assignment and/or assumption. Consultant shall ensure that any business transaction complies with the terms of this section, and failure to so comply shall render any alleged assignment and/or assumption void.

**SECTION XVII:
TERMINATION**

A. Termination for Cause – If the Consultant refuses or fails to prosecute the work with such diligence

Contract #20250212

as will ensure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Consultant, may terminate Consultant's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Consultant and his sureties shall be liable, jointly and severally to the City for any additional cost incurred by it in its completion of the work

B. Termination for Convenience. The City, in its sole discretion, may terminate this Contract at any time without cause, by providing at least thirty (30) days' prior written notice to Consultant. Following termination without cause, the Consultant shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Contract to the City up to the time of termination, pursuant to Florida law.

C. Conversion of Termination for Cause to Termination for Convenience. If the City terminates this Contract for cause, and the basis for such termination is later found to be insufficient, then the termination shall automatically convert to a termination for convenience.

SECTION XVIII: **APPROPRIATION APPROVAL**

The Consultant acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Consultant agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City effective the last date for which funding was appropriated and that no charges, penalties, or other costs shall be assessed.

SECTION XIX: **LAW, VENUE, AND WAIVER OF JURY TRIAL**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract, arising out of this Contract, or related to this Contract, shall be in St. Lucie County, Florida.

The parties to this Contract hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XX: **CONFLICT OF INTEREST**

The City hereby acknowledges that the Consultant may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Consultant shall terminate its relationship with the other client(s) to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Consultant shall disclose all its Treasure Coast clients and related Scope of Work.

Contract #20250212

SECTION XXI:
PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXII:
ATTORNEY'S FEES

Each party is responsible for its own attorney's fees for any action arising from or related to this Contract. Each party expressly waives any right to seek attorney's fees from the other party, regardless of the source of such right.

SECTION XXIII:
CODE OF ETHICS

Consultant warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXIV:
POLICY OF NON-DISCRIMINATION

Consultant shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Consultant shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXV:
SEVERABILITY

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

SECTION XXVI:
FORCE MAJEURE

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes, and Acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance

Contract #20250212

so interfered with, provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXVII:
NON-EXCLUSIVITY

The Consultant acknowledges and agrees that this Contract is non-exclusive.

SECTION XXVIII:
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

Consultant certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither Consultants nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier, subconsultant, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION XXIX:
COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, Consultant, and subconsultant to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Consultant understands and will comply with this statute.

SECTION XXX:
E-VERIFY

In accordance with section 448.095, Florida Statutes, the Consultant agrees to comply with the following:

1. Consultant must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant. Consultant must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Consultant enters into a contract with a subconsultant, Consultant must require each and every subconsultant to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subconsult with an unauthorized alien. The Consultant shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.

Contract #20250212

4. Consultant shall immediately terminate any contract with any subconsultant if Consultant has, or develops, a good faith belief that the subconsultant has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subconsultant of Consultant knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Consultant and order the Consultant to immediately terminate the contract with the subconsultant.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Consultant may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A Consultant is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Consultant, or any subconsultant may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that such a cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision otherwise provided herein.

SECTION XXXI:
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Consultant and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: Caroline Stugis
Purchasing Agent

By: Steven E. Miller
Authorized Representative of Nabors, Giblin & Nickerson, P.A.)

State of: Florida

County of: Hillsborough

Before me personally appeared: Steven E. Miller
(Please print)

Contract #20250212

Please check one:

Personally known ✓

Produced Identification: _____
(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

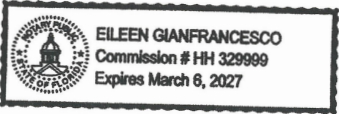
(s/he)

WITNESS my hand and official seal, this 10th day of December, 2025.

Eileen Gianfrancesco
Notary Signature

Notary Public-State of Florida at Large.

My Commission Expires 3/6/27.



(Seal)

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
February 18, 2026

Agenda Item:

Update on the Bonita-Estero-Rail-Trail (BERT) corridor acquisition

Background:

As Council knows, for over a year, the Village has been involved in discussions with the Trust for Public Land (TPL), Seminole Gulf Railway (SGR), Bonita Springs, and Collier County regarding the potential acquisition of a portion of rail line controlled by SGR within these respective jurisdictions. The Estero portion of the line (the Property) lies from the Estero Parkway right-of-way at approximately SGR Milepost AX 979.40 south to SGR Milepost AX 983.5, which is the Village's boundary with the City of Bonita Springs. The total length is approximately 4.1 miles.

After numerous discussions over time at the executive level, legal counsel for TPL has proposed to the three governmental entities two options, one a Purchase and Sale Agreement (PSA) and the other a Lease-Purchase Agreement (LPA).

The Lease Purchase Agreement (LPA)

The Village Attorney and legal counsel for TPL have finalized the language for the Lease-Purchase Agreement and the essential terms of that option are:

- Village would lease the Property for use as a public recreational trail for two years
- Village has the right to cancel the lease at the end of year one or year two only if, the Lessee, in its sole discretion, makes a formal determination that moneys from ad valorem taxes, fees, other taxes or assessments, or from other revenue sources are insufficient to pay the rent or purchase payments
- Village pays a base rent of \$15,000,000.00 on the commencement date. At the end of year one, the Village pays \$2,396,105.00. At the end of year two, the Village pays \$2,396,104.00. The Village would be credited base rent payments when and if it closes on the property.
- Village pays interest on lease payments of \$191,688.36 on the first anniversary, and \$95,844.16 on the second anniversary (representing 4% of outstanding

Page 1 of 6

balances of rent payments. These payments are intended to allow TPL to cover its financing costs during the lease period.

- Village cannot assign, transfer, mortgage or sublease the Property during the lease, but may grant concession agreements during this period.
- Before the LPA takes effect, TPL will collaborate with Village to conduct all due diligence: updated appraisal(s), boundary survey, title, and phase 1, and phase 2 if needed, ESA. This to provide the Village (and TPL) information on and acceptance of the condition of the property before TPL purchases the property and before either the LPA becomes effective or Village is committed to purchasing from TPL.
- Village has the exclusive and irrevocable right and option to purchase the fee simple title to the Property on or at any time before the 60th day prior to the 2nd anniversary of the Commencement Date, with the purchase price being \$19,792,209.00 (prior to base rent payment credits).

The PSA

Turning to the Purchase and Sale Agreement, while as of the date of this memorandum final wording has not been arrived at between legal counsel, the essential terms of that option are:

- Once the Village signs the Purchase and Sale Agreement, an Inspection Period is triggered and the Village would have until September 29th 2026 to make such inspections and investigations as it deems appropriate to assess the condition of the Property.
- During the Inspection Period, the Village may terminate the Agreement if, in its sole discretion, it deems the survey, status of title, or physical or environmental condition to be unacceptable.
- If Village does not terminate during the Inspection Period, closing shall occur on or before October 23rd 2026.
- Village will receive a quit claim deed conveying title and interest to the Property, but subject to all existing roads, fiber optic facilities, public utilities and all licenses, leases and other agreements in effect at the time of execution of the Agreement, as well as all matters of record (easements and such recorded in the public record). These are discussed in the Common Elements section below.
- Deed will include restrictive language confirming that the Village cannot use the Property for housing, growing of food or livestock, hotels, or schools.

Page 2 of 6

Common Elements to Either Transaction

While the obvious difference between the LPA and the PSA is an initial period where the Village would be leasing land owned by TPL, vs the Village's simply taking title right away, both models have the same ultimate purchase price (\$19,792,209.00). Also common to both models:

- Village takes title knowing the trail is railbanked, and thus potentially subject to an order from the Surface Transportation Board reactivating rail service in the future.
- Village pays for various expenses including payment of doc stamps for recording the deed and 50% of certain expenses such as survey and title work.
- SGR will remove all rail, rail fastenings and grade crossing signal equipment within 730 days after Village purchases or exercises its option to purchase.
- Village will assume those leases, licenses, contracts and agreements which SGR had granted over time as to the part of the rail line within Estero. The list of these follows:

AX 981.38_Village of Estero_Xing & Signal_Williams Rd_SGLR 0004
 AX 981.39_TECO_ug gas main_Williams Rd_SGLR 0355
 AX 981.90_Long Bay_Culvert
 AX 981.98_BS Util_ug water main_Falling Leaf Dr
 AX 982.22_The Brooks_Culvert & Swale_SGLR 0269
 AX 982.36_Sweetwater Ranch_Private Xing_CSX 619662
 AX 982.80_Coconut Pt Dev_Signal Synch_Coconut Rd
 AX 982.80_Lee County_Xing & Signal_Coconut Rd_SGLR 0391
 AX 981.16_Coconut Pt Dev_ug signal wireline_Via Coconut Point
 AX 981.16_Coconut Pt Dev_ug wireline_Via Coconut Point_SGLR 0525
 AX 981.16_Village of Estero_Xing & Signal_Via Coconut Point_SGLR 0484
 AX 981.28_Lee County_ug drainage pipe_Via Coconut Point_SGLR 0456
 AX 981.30_Bonita Springs Util_ug water & sewer mains_Via Coconut Point_SGLR 0196
 AX 981.30_Comcast_ug wireline_Via Coconut Point_SGLR 0268
 AX 981.30_FPL GA_ug wireline_Coconut Rd
 AX 981.30_FPL_ug wireline_Via Coconut Point_SGLR 0247
 AX 981.30_Hotwire Comm_ug wireline_Coconut Rd_CSX 849005
 AX 981.30_Resource Conservation Sys_ug water main_Via Coconut Point_SGLR 0257
 AX 981.30_Sprint_ug wireline_Via Coconut Point_SGLR 0243
 AX 981.37_FPL GA_oh wireline_Williams Rd
 AX 981.37_FPL_oh wireline_Williams Rd_SGLR 0296

Page 3 of 6

AX 981.38_BS Util_ug water main_Williams Rd
 AX 981.38_School Board Lee Co_Xing_Williams Rd_CSX 5295
 AX 980.60_Comcast_ug wireline_Corkscrew Rd_SCL 35251
 AX 980.60_Lee County_Xing & Signal_Corkscrew Rd_SCL 25286 & SGLR 0293
 AX 980.60_US Metro Tele_ug wireline_Corkscrew Rd_SGLR 0574
 AX 980.61_FPL GA_oh wireline
 AX 980.61_Time Warner_ug wireline_Corkscrew Rd_SGLR 0316
 AX 980.62_ATT_Land Lease_CSX 5408
 AX 980.62_FPL Fibernet_ug wireline_Corkscrew Rd_CSX 675733
 AX 980.64_TECO_ug gas_Corkscrew Rd_SGLR 0397
 AX 980.65_Lee County Enviro_ug force main sewer_SGLR 0224
 AX 980.68_Lee County Enviro_ug water main_SGLR 0204
 AX 979.84_Village of Estero_Longitudinal Drainage Swale_SGLR 7036
 AX 979.90_FPL Fibernet_ug wireline_Broadway Ave E_CSX 675724
 AX 979.90_FPL GA_oh wireline_Broadway Ave E
 AX 979.90_Sprint_ug wireline_Broadway Ave E_SGLR 0230
 AX 979.90_Village of Estero_Xing & Signal_SGLR 0197
 AX 980.11_Jo Bigelow_Land Lease for Fence_SBD 2734
 AX 980.34_Koreshan Unity_oh electric_ACL 136
 AX 980.39_Koreshan Unity_oh electric ACL 4301
 AX 980.59_Coconut Point Dev_Signal Synch_Corkscrew Rd
 AX 980.59_Coconut Pt Dev_ug wireline_Corkscrew Rd_SGLR 0524
 AX 980.60_Comcast_ug wireline_Corkscrew Rd
 AX 979.28_Lee County Enviro_ug force main sewer_Ester Pkwy_SGLR 0132
 AX 979.30_Lee County_Xing & Signal_Estero Pkwy_SGLR 0068
 AX 979.30_Summit Broadband_ug wireline_Estero Pkwy_SGLR 0693
 AX 979.30_Village of Estero_drainage swale_SGLR 0070 & SGLR 0710
 AX 979.36_FPL GA_oh wireline_Estero Pkwy
 AX 979.37_Cypress Bend RV_Land Lease_SGLR 0519
 AX 979.37_Cypress Bend RV_Private Xing & Reconstruction_SCL 35602 & SGLR 0520
 AX 979.37_JE Kelly Land Lease Trailer Parking_SGLR 0537
 AX 979.51_Banyan Group_Golf Cart Xing_CSX 1179
 AX 979.66_Lee County_Enviro_ug water main_Broadway Ave E_SGLR 0021
 AX 979.70_Lee County_ug drainage pipe_SGLR 0069

While the Village Attorney is still completing the review of each of these agreements, thus far the agreements do not place any significant recurring expenses on the Village. Certain of these agreements require private entities to pay annual or monthly rent payments. Thus far, the analysis demonstrates that the Village would be entitled to be paid approximately \$20,000 per year.

Copies of all of these known leases are available in a separate binder for review by the Village Council and public. The Village Attorney is completing a review of all known leases and will provide a summary report before any final action by the Village Council.

- The Village can enter into concession agreements or new lease/license agreements, so long as these are not incompatible with either recreational trail use, the restoration of rail service.
- If the Surface Transportation Board ever decided to reactivate rail service, SGR would be required to pay the Village at the time of reactivation the then depreciated value of all trail and related infrastructure improvements made by Buyer, its successors, assigns and Interim Trail Manager and a sum equivalent to the Purchase Price as adjusted by the same percentage of change reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84=100) specified for All Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor" ("CPI").
- While there has been some discussion during the negotiations regarding SGR's retention of various lease and license payments/revenues paid pre-closing, the draft Agreements presented by TPL do not address this topic and so, as written, the Village would be entitled to receive these revenues upon taking title to the property. The Village understands that in some cases advanced payments have been made by lessees or licensees have been made to SGR covering time the Village would be the new owner. Unless any such payment is of a financially significant amount, the Village plans to simply work with the licensee or lessee to ensure future payments are paid to the Village when those payments next become due.

While final language in the PSA is still being finalized between the TPL and Village, the agreement options are in sufficiently final form so as to seek a consensus from the Council on whether it wishes the Village to continue toward finalization of either the Lease Purchase or the Purchase option.

Action Requested:

While this is a workshop item not subject to formal action, a consensus of the Council as to if and what option the administration should pursue is requested.

Process and Timeline:

The Village Manager will proceed based on feedback provided by Council.

Financial Impact: N/A

Prepared by: Steve Sarkozy, Village Manager & Robert Eschenfelder, Village Attorney

Additional Information:

- Additional relevant documents will be provided in a separate Council Binder titled “Background and Support Documentation”.
- In addition, a separate binder titled “Lease& License Agreements” containing all known agreements that the Village would be assuming (which referenced in this Council Action Memo, are voluminous) but are available from the Village Attorney on request.



Photo Credit: Friends of BERT



**TRUST FOR
PUBLIC
LAND™**

Connecting everyone to the outdoors™

Bonita Estero Rail Trail (BERT)

Acquisition Update

1

THE REASONS FOR BERT

A DESTINATION TRAIL

Mighty “destination trails” **increase tourism**. In Florida, outdoor recreation **generates \$58.6 BILLION** in consumer spending, **485,000 JOBS**, and **\$3.5 BILLION** in state and local tax **REVENUE** annually

IMPROVING HEALTH

This trail will improve public **HEALTH** and offer residents an easy way to get active. Trails **reduce auto use, alleviate congestion, and mitigate air pollution**. Investment in trails **IMPROVES quality of life** and encourages behavioral changes that reduce chronic diseases and health care costs

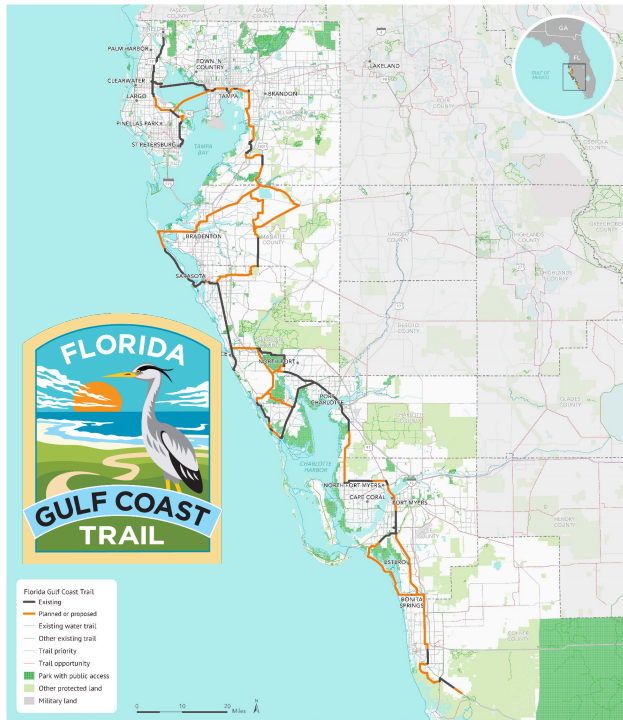
STRENGTHENING CONNECTIONS

The Florida Gulf Coast Trail will provide an opportunity for **people of all abilities** to get outdoors close to home. With nearby access to the trail, **NEIGHBORS WILL BE CONNECTED**. Proximity to the trail enhances property values and **desirability of a community**

SAFER COMMUNITIES

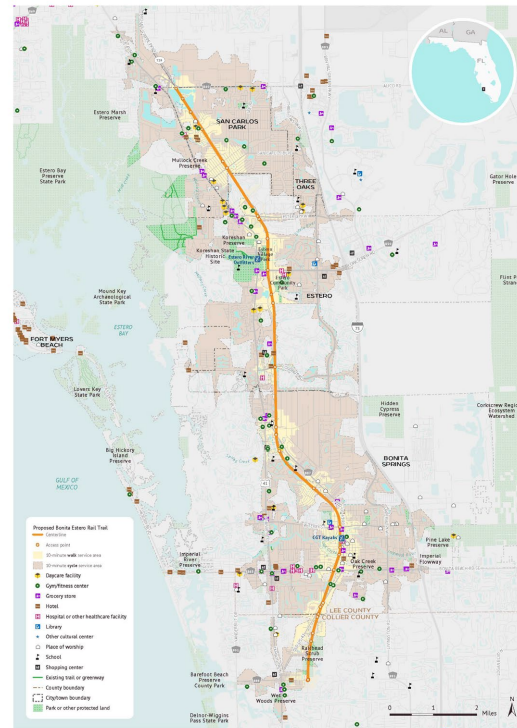
More than **4 MILLION PEOPLE** live in this region. Our pedestrian infrastructure is not evolving in pace with our cities and towns. In fact, **3 of the 10 deadliest places for pedestrians** in the U.S. are metropolitan areas within **Southwest Florida**

BERT and Connectivity



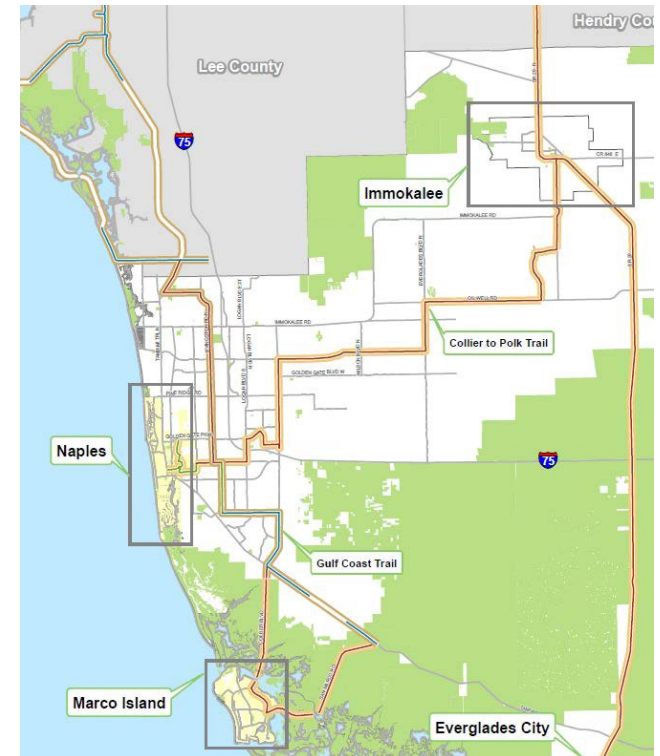
Florida Gulf Coast Trail
PINELLAS COUNTY TO COLLIER COUNTY

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Bonita Estero Rail Trail
COLLIER AND LEE COUNTIES

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Paradise Coast Trail



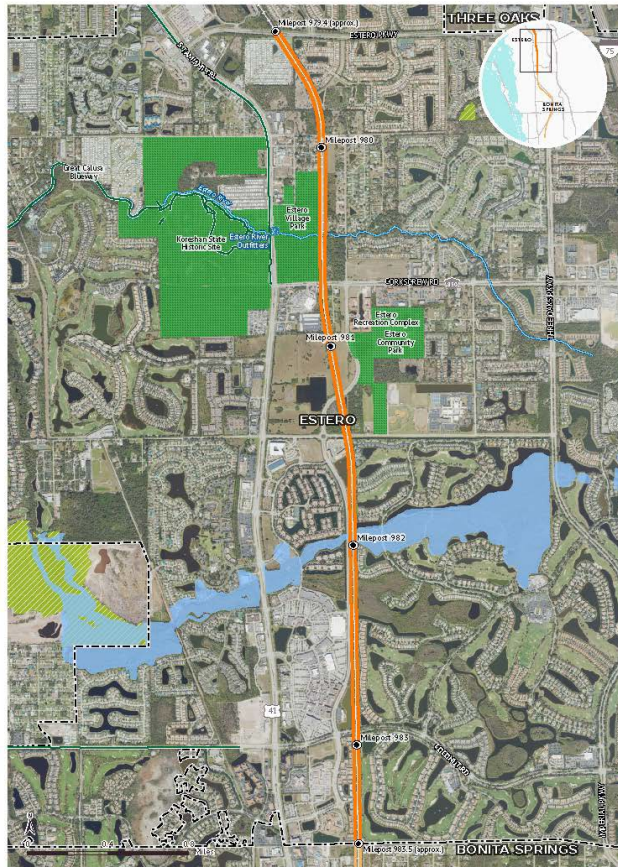
BERT Acquisition Task Force

- Informally formed in 2024
- Comprised of Council/Board Liaisons and Staff, Friends of BERT, and TPL
- Memorandum of Understanding executed

Key Fundraising Efforts

- Lee County Commission. Feb/Mar. 2024.
- Active Transportation Infrastructure Improvement Program (ATIIP) – June, 2024
- Congressman Donalds (April, 2024)
- CDBG/DR – Estero Request (2024)
- EPA Community Change Program (2024) Helene/Milton
- Lee 20/20, (2025)
- SunTrail (2024, 2025)
- Safe Streets for All (2025).
- BUILD (2025)
- Outdoor Recreation Legacy Program
- Florida Legislature
 - Line Item, FWC, Florida Forever
- Florida Forever
- Estero, Bonita and Collier 2024, 2025





Segment: **Estero**

Segment length: **4.1** miles Segment area: **66.7** acres

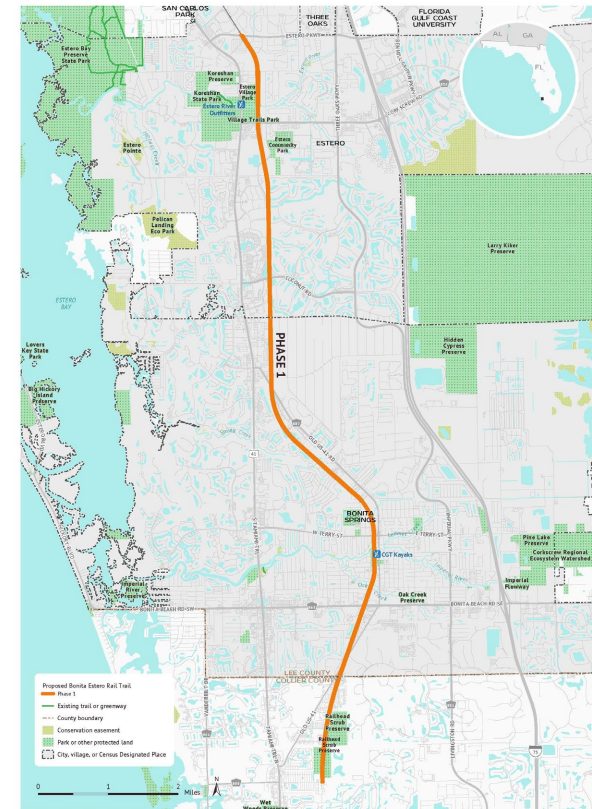
BONITA ESTERO RAIL TRAIL

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Current Acquisition

- 11.4 Miles total in Estero, Bonita and Collier.
- 4.1 miles in Estero



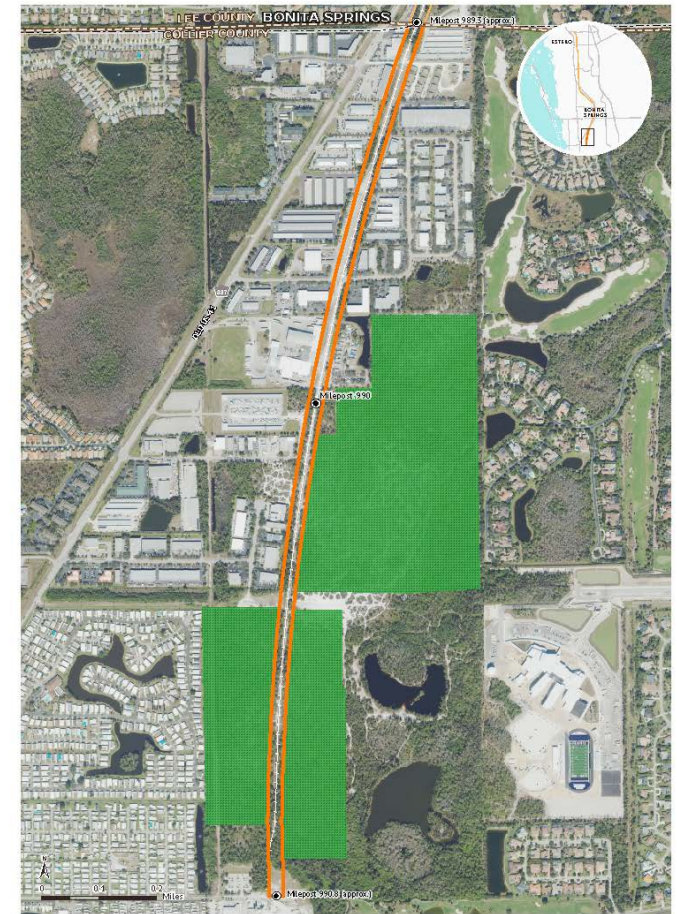
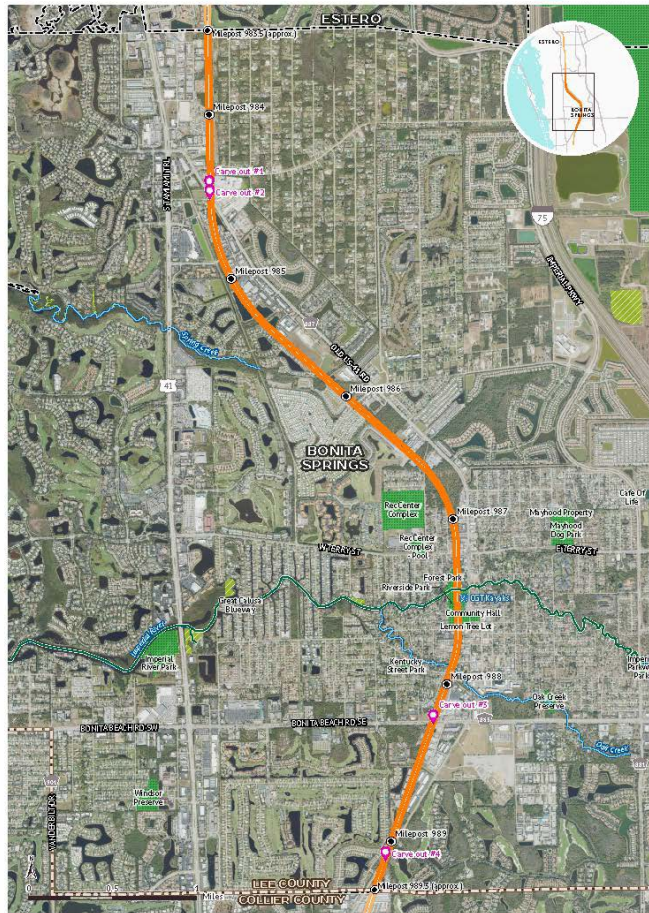
Bonita Estero Rail Trail: Phase 1

COLLIER AND LEE COUNTIES

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Bonita Springs & Collier County Segments





8

The Estero Transaction

The Corridor – 11.4 miles

- **Estero: 130 feet wide**
- **Estero: 4.1 miles**

Total Price: \$60M

- **Estero: \$19.8M**

Contract Type

- **Purchase and Sale Agreement or**
- **Lease-Purchase Agreement**





9

Key Tasks & Dates

- 1. 3/2026 - Estero approve contract**
- 2. 2 – 8/2026 Due diligence**
 - **Appraisals, Titlework, Survey, ESA**
- 3. 6/2026 Railbanking process**
 - **SGLR prep for abandonment**
 - **TPL/Estero File for NITU**
- 4. 9/2026 Purchase and/or Lease Commitment(s)**
 - **Estero Commits by 9/29/26**
 - **TPL commits by 9/30/26**
- 5. 10/2026 Closing**





10

Special Property Conditions

1. Railbanking

- **Maintains Corridor Contiguity**
- **Interim Trail Use Agreement**
- **Potential for Reactivation**

2. Licenses, Leases and Agreements

3. Deed Restrictive Language



Next Short-Term Steps

- **Estero Council Chooses P&S or LPA and Authorizes Execution – March, 2026**
- **TPL available to participate in one-on-ones with Councilmembers and future public meetings.**
- **Continue and Commence All Due Diligence**

