



Village of
ESTERO

VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
MARCH 4, 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
March 4, 2026, 09:30 am

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

1. CALL TO ORDER

INVOCATION

Pastor Angi with Ocean Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. RECOGNITION

a. GFOA's Certificate of Achievement for Excellence in Financial Reporting

Attachment: [1 Certificate.pdf](#)

Attachment: [2 Press Release.pdf](#)

3. PROCLAMATION

a. Flood Awareness Week

Attachment: [a Flood Awareness Week.pdf](#)

4. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

5. PUBLIC COMMENT ON NON-AGENDA ITEMS

6. CONSENT AGENDA

a. February 18, 2026 Village Council Meeting Minutes

Attachment: [02182026.pdf](#)

b. Financial report for month ended January 2026

Attachment: [SS Monthly Financial Report 01312026.pdf](#)

Attachment: [January Budget Report All Funds.pdf](#)

Attachment: [January Budget Report Available Funds.pdf](#)

7. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

8. ACTION ITEMS

a. Estero River North Branch Regional Pond Project Task Order 4 amendment 2

Recommended Action

Motion to approve Amendment 2 to Task Order No. 4 of Contract EC 2022-39 (Estero River North Branch Regional Pond Project).

Financial Impact

\$98,000

Attachment: [SS CO 2 JR Evans.pdf](#)

Attachment: [1 CO 2 Village of Estero N Branch 02.16.26 _2_.pdf](#)

b. Broadway Ave East UEP Area 3 Phase 1 Construction Manager at Risk Contract

Recommended Action

Motion to approve Change Order 02 to Contract EC 2024-36 with Wright Construction Group to provide Construction Manager at Risk (CMAR) services for the Estero Broadway Ave East UEP Area 3 Phase 1 (Sandy Lane) project.

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

Financial Impact

The Change Order 02 financial impact is \$36,530.00

Original contract amount = \$367,365.16.

Change Order 01 amount = \$36,530.00

Revised contract amount = \$403,895.16

Sufficient funds are available in the Fiscal Year 2025-2026 budget for the Estero Broadway Ave East Area 3 Phase 1 (Sandy Lane) Project pre-construction services.

Attachment: [SS Contract EC 2024-36 C.O. 02 _Sandy Lane_.pdf](#)

Attachment: [1 Location Map.pdf](#)

Attachment: [2 EC 2024-36 C.O. 02 Sandy Lane .pdf](#)

c. Estero Orange Park (See See Street) Construction Manager at Risk Contract

Recommended Action

Motion to approve Contract 26019 with Wright Construction Group, Inc. to provide Construction Manager at Risk (CMAR) services for the Estero Orange Park (See See Street) Utilities Extension Project.

Approve pre-construction services as described in the contract for \$36,500.

Approve a \$4,000 contingency for additional services that may be required to complete the pre-construction services.

Authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, except for the Guaranteed Maximum Price Amendment(s), which will be approved by Village Council at a later date.

Financial Impact

The financial impact of Contract 26019 for the pre-construction services is \$36,530.

Sufficient funds are available in the Fiscal Year 2025-2026 budget for the Estero Orange Park (See See Street) Utilities Extension Project pre-construction services

Attachment: [SS Estero Orange Park See See St Construction Manager at Risk.pdf](#)

Attachment: [1 Location Map.pdf](#)

Attachment: [2 Estero Orange Park See See St CMAR Agreement Wright 1.1.pdf](#)

d. BERT Acquisition

Recommended Action

Motion to approve Purchase and Sale Agreement and to authorize the Village Manager to initiate the due diligence efforts which must be completed prior to the expiration of the due diligence period.

Financial Impact

Once the Village begins due diligence work, the cost would be approximately \$200,000 to \$250,000

Attachment: [SS BERT Update Agenda Memo.pdf](#)

Attachment: [1 BERT Purchase and Sale Estero Final 1 .pdf](#)

e. Resolution No. 2026-04 Planning Zoning and Design Board Appointments

A Resolution of the Village Council of the Village of Estero, Florida, Reappointing Members to the

Village of Estero Planning Zoning and Design Board; Establishing Terms of the Members; and Providing an Effective Date

Recommended Action

Motion to approve Resolution No. 2026-04 to reappoint five members for two- and three-year terms as outlined in the attached Resolution; to reappoint Anthony Gargano as Chair; and to leave the current vacant position unfilled at this time.

Financial Impact

No financial impact. The Planning Zoning and Design Board is a volunteer Board. The Board also functions as the Local Planning Agency which is required by State Statute

Attachment: [SS PZDB Appointments.pdf](#)

Attachment: [1. PZD Board Members Official 02052025.pdf](#)

Attachment: [2. Res No 2026-04.pdf](#)

Attachment: [3. Land Development Code Excerpt .pdf](#)

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

10.VILLAGE ATTORNEY'S REPORT

11.VILLAGE MANAGER'S REPORT

Adjourn Regular Session and Convene Workshop Items

12.WORKSHOP

a. Code Compliance Liens -- Proposed Policy

Attachment: [SS - Code Compliance Liens.pdf](#)

Attachment: [1 Estero Administrative Procedure re Code Enforcement Liens.pdf](#)

Attachment: [2 PROCESSED CASES WITH FINES 02102026.pdf](#)

b. "Live Local" State Legislation

Attachment: [SS Live Local .pdf](#)

Attachment: [1 Summary of Legislation Attachment.pdf](#)

Attachment: [2 Live Local Activity Map.pdf](#)

Attachment: [3 Florida Statute ____166.04151.pdf](#)

13.ADJOURNMENT

General Attachments

[- Transcript.pdf](#)

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, MARCH 4, 2026, 9:30 A.M.

DISCLAIMER:

THIS FILE REPRESENTS AN UNEDITED VERSION OF REALTIME
CAPTIONING WHICH SHOULD NEITHER BE RELIED UPON FOR COMPLETE
ACCURACY NOR USED AS A VERBATIM TRANSCRIPT.
ANY PERSON WHO NEEDS A VERBATIM TRANSCRIPT OF THE
PROCEEDINGS MAY NEED TO HIRE A COURT REPORTER.

9:30:33AM	[SOUNDING GAVEL]
9:30:35AM	>>Mayor Ribble: GOOD MORNING, EVERYONE.
9:30:37AM	I WOULD NOW LIKE TO CALL THE MARCH 4, 2026, 9:30 A.M.
9:30:43AM	VILLAGE COUNCIL MEETING TO ORDER.
9:30:44AM	PLEASE SILENCE YOUR CELL PHONES.
9:30:47AM	IF YOU COME UP TO THE PODIUM TO SPEAK, PLEASE SPEAK INTO THE
9:30:50AM	MIKE.
9:30:50AM	THANK YOU.
9:30:51AM	THIS MORNING, FOR OUR INVOCATION, WE HAVE PASTOR ANGI WITH
9:30:55AM	OCEAN CHURCH.
9:30:56AM	WILL YOU PLEASE STAND -- WELL, WE WON'T STAND FOR THE
9:31:00AM	INVOCATION, BUT GO AHEAD, PASTOR ANGI.
9:31:03AM	>> WELL, GOOD MORNING.
9:31:04AM	SO GOOD TO BE WITH YOU TODAY.
9:31:05AM	IT'S ALWAYS A JOY TO BE HERE WITH YOU.
9:31:10AM	I JUST WANT TO ON BEHALF OF OCEAN CHURCH SAY THANK YOU,
9:31:13AM	THANK YOU FOR ALL THAT YOU DO.
9:31:15AM	WITH ALL THAT'S GOING ON IN THE WORLD AROUND US, THE
9:31:19AM	SCRIPTURE THAT WAS ON MY HEART FOR US TODAY IS PSALMS 46:10
9:31:25AM	THAT SAYS TO BE STILL AND KNOW THAT HE IS GOD.
9:31:28AM	REGARDLESS OF WHAT'S HAPPENING IN THE WORLD, REGARDLESS OF
9:31:31AM	WHAT'S HAPPENING IN ESTERO, FLORIDA, WE CAN BE STILL AND
9:31:35AM	KNOW THAT HE IS GOD.
9:31:37AM	LET'S GO TO PRAYER.
9:31:38AM	OH, HEAVENLY FATHER, WE THANK YOU THAT YOU ARE SOVEREIGN.
9:31:44AM	LORD, I THANK YOU THAT YOUR PRESENCE IS HERE WITH US TODAY
9:31:49AM	IN THIS ROOM.
9:31:50AM	I PRAY, GOD, THAT YOUR PEACE WILL FILL EVERY HEART.
9:31:55AM	LORD, I PRAY THAT YOU WOULD GUIDE THE CONVERSATION, THAT YOU
9:31:58AM	WOULD BLESS THIS DAY.
9:31:59AM	IN FACT, I PRAY THAT THIS WOULD BE ONE OF THE MOST PEACEFUL
9:32:03AM	PLACES IN ESTERO TODAY.
9:32:06AM	GOD, I PRAY THAT YOU WOULD GUIDE THE CONVERSATION, GIVE
9:32:08AM	GREAT WISDOM.
9:32:09AM	I PRAY BLESSINGS OVER OUR LEADERSHIP.
9:32:12AM	LORD, BLESSINGS OVER THEIR FAMILIES, OVER THEIR HEALTH, EVEN

9:32:17AM OVER THEIR FINANCES.
 9:32:18AM LORD, WOULD YOU JUST BLESS THEM.
 9:32:20AM WE GIVE THIS TIME TO YOU, LORD, AND WE INVITE YOU INTO IT.
 9:32:24AM IN JESUS NAME, AMEN.
 9:32:29AM >>Mayor Ribble: THANK YOU, PASTOR ANGI.
 9:32:31AM WOULD YOU PLEASE STAND FOR THE PLEDGE?
 9:32:32AM [PLEDGE OF ALLEGIANCE]

9:32:49AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
 9:32:50AM HERE.
 9:32:53AM >>Jeff Hunt: HERE.
 9:32:58AM >>Jon McLain: HERE.
 9:33:00AM >>Lori Fayhee: HERE.
 9:33:02AM >>Rafael Lopez: HERE.
 9:33:03AM >>Jim Ward: HERE.
 9:33:05AM >>Vice-Mayor Zalucki: HERE.
 9:33:10AM >>Mayor Ribble: NEXT, WE HAVE A RECOGNITION, THE GFOA
 9:33:16AM CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL
 9:33:18AM REPORTING.
 9:33:19AM COULD I HAVE KEVIN GREENVILLE AND HIS FINANCE TEAM PLEASE
 9:33:24AM COME UP.
 9:33:25AM STEVE GILLETTE, LINDSEY McNEAL, AND BETH SHAPIRO.
 9:33:29AM THIS CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL
 9:33:44AM REPORTING PRESENTED TO THE VILLAGE OF ESTERO, FLORIDA, FOR
 9:33:47AM ITS ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL
 9:33:50AM YEAR ENDING SEPTEMBER 30, 2024, SIGNED BY CHRISTOPHER P.
 9:33:55AM MORRILL.
 9:33:56AM CONGRATULATIONS, TEAM.
 9:33:58AM I KNOW THIS IS A GREAT HONOR.
 9:34:00AM FOR THOSE OF YOU THAT DON'T KNOW WHAT THE CERTIFICATE MEANS,
 9:34:03AM THE CERTIFICATE OF ACHIEVEMENT IS THE HIGHEST FORM OF
 9:34:06AM RECOGNITION IN THE AREA OF GOVERNMENT ACCOUNTING AND
 9:34:10AM FINANCIAL REPORTING.

9:34:13AM AND ITS ATTAINMENT REPRESENTS A SIGNIFICANT ACCOMPLISHMENT
 9:34:16AM BY A GOVERNMENT AND ITS MANAGEMENT.
 9:34:18AM SO CONGRATULATIONS TO ALL OF YOU.
 9:34:21AM COUNCIL, IF YOU WILL JOIN ME BEHIND THEM, WE'LL TAKE A
 9:34:24AM PICTURE.
 9:34:24AM [APPLAUSE]
 9:34:24AM CONGRATULATIONS.
 9:34:54AM [APPLAUSE]
 9:35:01AM THE NEXT ITEM IS A PROCLAMATION.
 9:35:03AM AND FOR THIS PROCLAMATION, COULD I HAVE MARY GIBBS COME TO
 9:35:06AM THE FRONT, PLEASE?
 9:35:07AM WHEREAS, THE VILLAGE OF ESTERO HAS EXPERIENCED SEVERE
 9:35:34AM WEATHER IN THE PAST IN THE FORM OF EXTREME RAINFALL OR
 9:35:37AM HURRICANES, RESULTING IN FLOODING BOTH COASTAL AND RIVERINE

9:35:43AM AREAS, AND THIS FLOODING HAS CAUSED DAMAGE AND FLOOD LOSSES
 9:35:47AM TO HOMES AND BUILDINGS WHETHER THEY ARE HIGH-RISK SPECIAL
 9:35:51AM FLOOD HAZARD AREAS OR LOW TO MODERATE RISK FLOOD ZONES; AND
 9:35:56AM WHEREAS, THE VILLAGE OF ESTERO IS A VOLUNTARY PARTICIPANT IN
 9:36:00AM THE NATIONAL FLOOD INSURANCE PROGRAM THAT PROVIDES RESIDENTS
 9:36:05AM WITH THE OPPORTUNITY TO PROTECT THEMSELVES AGAINST FLOOD
 9:36:08AM LOSS THROUGH THE PURCHASE OF FLOOD INSURANCE AT REDUCED
 9:36:12AM INSURANCE PREMIUM RATES AS WELL AS SETTING HIGHER REGULATORY
 9:36:16AM STANDARDS TO REDUCE THE FLOOD RISK AND POTENTIAL FLOOD
 9:36:19AM DAMAGE TO THEIR PROPERTY; AND WHEREAS, THE REDUCTION OF LOSS
 9:36:24AM OF LIFE AND PROPERTY DAMAGE CAN BE ACHIEVED WHEN APPROPRIATE

 9:36:29AM FLOOD PREPAREDNESS, CONTROL, AND MITIGATION MEASURES ARE
 9:36:33AM TAKEN BEFORE A FLOOD; AND WHEREAS, PUBLIC EDUCATION AND
 9:36:37AM AWARENESS OF POTENTIAL WEATHER HAZARDS AND METHODS OF
 9:36:42AM PROTECTION ARE CRITICAL TO THE HEALTH, SAFETY, AND WELFARE
 9:36:45AM OF RESIDENTS.
 9:36:46AM THE FLORIDA FLOODPLAIN MANAGERS ASSOCIATION HAS DECLARED THE
 9:36:51AM WEEK OF MARCH 9 THROUGH THE 15, 2026, AS FLOOD AWARENESS
 9:36:57AM WEEK TO PROMOTE AWARENESS AND INCREASE KNOWLEDGE OF FLOOD
 9:37:00AM RISK, THE AVAILABILITY OF FLOOD INSURANCE, FLOOD PROTECTION
 9:37:04AM METHODS, AND HOW TO PREPARE FOR EMERGENCIES.
 9:37:07AM NOW, THEREFORE, THE VILLAGE OF ESTERO, PROCLAIMS IN
 9:37:12AM COORDINATION WITH LEE COUNTY AND LOCAL AREA MUNICIPALITIES
 9:37:16AM MARCH 9 THROUGH THE 15, 2026, AS FLOOD AWARENESS WEEK IN THE
 9:37:23AM VILLAGE OF ESTERO, AND FURTHER ENCOURAGES THE CITIZENS OF
 9:37:26AM THE VILLAGE OF ESTERO TO INCREASE THEIR KNOWLEDGE OF HOW TO
 9:37:29AM PROTECT THEMSELVES AND THEIR PROPERTY FROM FLOODING.
 9:37:33AM IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND CAUSE
 9:37:38AM THE SEAL OF THE VILLAGE OF ESTERO TO BE AFFIXED THIS 4th
 9:37:40AM DAY OF MARCH, 2026.
 9:37:46AM [APPLAUSE]
 9:37:57AM >>Mary Gibbs: THREE MONTHS UNTIL HURRICANE SEASON,
 9:37:59AM EVERYBODY.
 9:37:59AM SO PREP UP.
 9:38:00AM ALSO, THE VILLAGE HAS GOT A PROGRAM WHERE YOU CAN SIGN UP TO
 9:38:03AM GET A FREE ELEVATION CERTIFICATE IF YOU NEED IT FOR A

 9:38:07AM LIMITED TIME ONLY.
 9:38:08AM DAVID WILLEMS HAS THE DETAILS ON THAT IN THE BACK OF THE
 9:38:11AM ROOM.
 9:38:11AM IT'S A GREAT PROGRAM.
 9:38:12AM IT WILL HELP YOU IF THERE IS EVER ANOTHER HURRICANE.
 9:38:15AM GOD HELP US, WE DON'T WANT ONE.
 9:38:17AM THANK YOU VERY MUCH.
 9:38:26AM [APPLAUSE]
 9:38:26AM NEXT WE HAVE APPROVAL OF THE AGENDA.
 9:38:52AM ARE THERE ANY ADDITIONS OR DELETIONS?

9:38:55AM TO THE AGENDA?
 9:38:57AM SEEING NONE, MAY I HAVE A MOTION TO APPROVE THE AGENDA?
 9:39:02AM >>Vice-Mayor Zalucki: I'LL MAKE THE MOTION.
 9:39:04AM >>Mayor Ribble: VICE-MAYOR AND SECOND COUNCILWOMAN FAYHEE.
 9:39:07AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL.
 9:39:09AM >>Jeff Hunt: AYE.
 9:39:11AM >>Jon McLain: AYE.
 9:39:12AM >>Lori Fayhee: AYE.
 9:39:13AM >>Rafael Lopez: AYE.
 9:39:15AM >>Jim Ward: AYE.
 9:39:17AM >>Vice-Mayor Zalucki: AYE.
 9:39:17AM >>Mayor Ribble: AYE.
 9:39:18AM NEXT ON THE AGENDA IS PUBLIC COMMENT ON NON-AGENDA ITEMS.
 9:39:23AM DO WE HAVE ANYONE WHO WISHES TO SPEAK?
 9:39:25AM >>Carol Sacco: NO, MAYOR, WE DO NOT.

 9:39:27AM >>Mayor Ribble: ALL RIGHT.
 9:39:28AM THEN WE'LL MOVE ON TO THE CONSENT AGENDA.
 9:39:32AM THE CONSENT AGENDA IS OUR FEBRUARY 18, 2026 VILLAGE COUNCIL
 9:39:37AM MEETING MINUTES AND THE FINANCIAL REPORT FOR THE MONTH
 9:39:41AM ENDING JANUARY 2026.
 9:39:45AM ANY COMMENTS OR QUESTIONS FROM COUNCIL?
 9:39:47AM SEEING NONE, DO WE HAVE ANY PUBLIC COMMENT?
 9:39:54AM >>Carol Sacco: WE HAVE NO PUBLIC COMMENT.
 9:39:56AM >>Mayor Ribble: IN THAT CASE, COULD I HAVE A MOTION, PLEASE?
 9:39:59AM COUNCILMAN LOPEZ AND SECOND FROM COUNCILMAN McLAIN.
 9:40:03AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
 9:40:06AM >>Jim Ward: AYE.
 9:40:08AM >>Rafael Lopez: AYE.
 9:40:09AM >>Lori Fayhee: AYE.
 9:40:11AM >>Jon McLain: AYE.
 9:40:12AM >>Jeff Hunt: AYE.
 9:40:13AM >>Vice-Mayor Zalucki: AYE.
 9:40:15AM >>Mayor Ribble: AYE.
 9:40:16AM ALL RIGHT.
 9:40:18AM FIRST ACTION ITEM, ESTERO RIVER NORTH BRANCH REGIONAL POND
 9:40:23AM PROJECT TASK ORDER 4 AMENDMENT 2.
 9:40:28AM STEVE, WOULD YOU PLEASE INTRODUCE THIS?
 9:40:29AM >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 9:40:31AM THIS PROJECT INVOLVES THE CONSTRUCTION OF STORMWATER PONDS
 9:40:35AM IN THE AREA OF ESTERO PARKWAY AND THREE OAKS BOULEVARD.

 9:40:43AM AND COMES AS A RESULT OF FLOODING THAT WE HAD DURING
 9:40:47AM HURRICANE IRMA.
 9:40:48AM THESE ARE MITIGATION EFFORTS AND MODIFICATIONS TO OUR STORM
 9:40:51AM SEWER SYSTEM TO ALLEVIATE, TO THE EXTENT POSSIBLE, FLOODING
 9:40:55AM INTO THE FUTURE.
 9:40:55AM TO BRIEFLY GO INTO SOME OF THE DETAILS ON THIS, I'LL TURN IT

9:41:00AM OVER TO ROB ESCHENFELDER, WHO IS COORDINATING THE EXTENSIVE
 9:41:05AM PERMITTING PROCESS WITH OUR STORMWATER ENGINEER, EVANS AND
 9:41:10AM ASSOCIATES.
 9:41:10AM >>Robert Eschenfelder: THANK YOU, MANAGER.
 9:41:13AM MAYOR AND COUNCIL, THIS ITEM, YOU RECALL THAT WE'RE DOING
 9:41:15AM THIS REGIONAL POND, THE COUNCIL APPROVED THAT PROJECT TO GO
 9:41:19AM FORWARD AT LEAST THE FIRST PHASE OF IT, WHICH IS THE
 9:41:21AM PERMITTING OF IT.
 9:41:23AM EVANS HAS BEEN WORKING WITH ME ON THAT.
 9:41:25AM PART OF THAT PROCESS IS THAT WE HAVE TO MODIFY OUR PERMIT
 9:41:34AM WITH S.W.F.W.M.D. TO ALLOW FOR THE DEVELOPMENT OF THE POND.
 9:41:38AM AND BECAUSE IT DEALS -- PART OF THE WORK DEALS WITH THREE
 9:41:42AM OAKS PARKWAY AND BECAUSE THREE OAKS PARKWAY IS COUNTY
 9:41:45AM RIGHT-OF-WAY, THE COUNTY -- THE WATER MANAGEMENT DISTRICT IS
 9:41:48AM SAYING THE COUNTY NEEDS TO SORT OF COAPPLY WITH US FOR THAT
 9:41:52AM PERMIT MODIFICATION.
 9:41:53AM IN TURN, THE COUNTY IS SAYING THAT IN THE PAST COUPLE OF
 9:41:57AM YEARS THEY HAVE DEVELOPED A NEW PROCESS WHERE ANY OF THAT
 9:42:01AM KIND OF WORK REQUIRES WHAT THEY ARE CALLING A LIMITED REVIEW

 9:42:05AM DEVELOPMENT ORDER APPLICATION.
 9:42:07AM SO WE HAVE TO APPLY TO THE COUNTY TO GET THE COUNTY TO
 9:42:11AM APPROVE WHAT WE WANT TO DO BEFORE THE COUNTY WILL THEN JOIN
 9:42:14AM HANDS WITH US AND GO TO THE WATER MANAGEMENT DISTRICT.
 9:42:16AM THE BAD THING IS WE'RE SPENDING THIS ADDITIONAL \$98,000 TO
 9:42:23AM DO THIS ADDITIONAL ENGINEERING WORK.
 9:42:25AM THE GOOD NEWS IS THAT J.R. EVANS HAS INDICATED AS WE MOVE
 9:42:30AM FORWARD IN THE PROJECT, THIS EXACT ENGINEERING WORK WOULD BE
 9:42:33AM BEING DONE ANYWAY.
 9:42:34AM ONCE WE GET THE PERMITTING IN HAD PLACE, WE WOULD THEN BE
 9:42:36AM DESIGNING THE DETAILS OF THE PROJECT SO THAT WE COULD
 9:42:39AM ACTUALLY BUILD THE POND.
 9:42:40AM SO GETTING THOSE PLANS DONE NOW, IT'S NO HARM.
 9:42:44AM THEY WILL BE DONE AND READY TO GO.
 9:42:47AM IT'S BASICALLY ADVANCING \$98,000 IS WHAT WE EVENTUALLY WOULD
 9:42:50AM BE SPENDING.
 9:42:51AM HOPEFULLY THAT EXPLAINS.
 9:42:54AM >>Mayor Ribble: ANY QUESTIONS, COUNCIL?
 9:42:55AM IS THERE ANY PUBLIC COMMENT?
 9:42:59AM >>Carol Sacco: THERE IS NO PUBLIC COMMENT AND NO E-COMMENTS.
 9:43:01AM >>Mayor Ribble: IN THAT CASE, MAY I HAVE A MOTION?
 9:43:03AM COUNCILMAN WARD, SECONDED BY COUNCILMAN McLAIN.
 9:43:08AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
 9:43:12AM >>Jeff Hunt: AYE.
 9:43:13AM >>Jon McLain: AYE.

 9:43:15AM >>Lori Fayhee: AYE.
 9:43:16AM >>Rafael Lopez: AYE.

9:43:17AM >>Jim Ward: AYE.
 9:43:19AM >>Vice-Mayor Zalucki: AYE.
 9:43:20AM >>Mayor Ribble: AYE.
 9:43:21AM NEXT ON THE AGENDA IS ITEM 8B, BROADWAY AVENUE EAST UEP AREA
 9:43:29AM 3 PHASE 1 CONSTRUCTION MANAGER AT RISK CONTRACT.
 9:43:33AM STEVE, AGAIN, WOULD YOU TELL US ABOUT THIS?
 9:43:35AM >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 9:43:37AM FOR THE BENEFIT OF THE PUBLIC AND AS A REMINDER TO THE
 9:43:42AM COUNCIL, WE HAVE THREE MAJOR CAPITAL IMPROVEMENT PROGRAMS
 9:43:45AM THAT ARE ONGOING RIGHT NOW.
 9:43:46AM THE IMPROVEMENTS ALONG CORKSCREW ROAD FROM BEN HILL GRIFFIN
 9:43:53AM EAST, THE SPORTS PARK DEVELOPMENT, AND OUR UTILITY EXTENSION
 9:43:59AM PROGRAM.
 9:44:00AM THE UTILITY EXTENSION PROGRAM IDENTIFIES NEIGHBORHOODS
 9:44:06AM PRIMARILY ALONG THE ESTERO RIVER THAT HAVE SEPTIC SYSTEMS
 9:44:12AM AND IN SOME CASES WELLS INSTEAD OF CITY WATER.
 9:44:17AM OUR PROGRAM IS TO GO OUT AND SYSTEMATICALLY EXTEND UTILITIES
 9:44:24AM INTO THOSE AREAS.
 9:44:25AM SO THE NEXT TWO ITEMS ON THE AGENDA DEAL WITH THAT PROGRAM.
 9:44:32AM I'D LIKE TO HAVE DAVID WILLEMS COME UP AND TALK ABOUT THE
 9:44:36AM FIRST ONE, ITEM 8C ON THE AGENDA, WHICH IS THE BROADWAY
 9:44:43AM AVENUE EAST UTILITY EXTENSION PROGRAM.
 9:44:47AM DAVID.

 9:44:48AM >>David Willems: GOOD MORNING.
 9:44:51AM BOTH ARE VERY SIMILAR PROJECTS, BUT CONTRACTUALLY, WE'RE
 9:44:54AM DOING THEM A LITTLE BIT DIFFERENTLY, AND THAT'S JUST BECAUSE
 9:44:57AM OF HOW WE'VE DONE SOME OF THE CONTRACTS IN THE PAST.
 9:44:59AM SO WHAT WE HAVE HERE, IT'S REALLY THE FIRST PHASE OF
 9:45:03AM BROADWAY AVENUE EAST.
 9:45:05AM SO THAT'S EVERYTHING EAST OF U.S. 41 ALONG BROADWAY.
 9:45:08AM IT WAS ORIGINALLY DESIGNED AS A LARGER PROJECT, BUT WE WERE
 9:45:13AM ABLE TO GET SOME LEGISLATIVE APPROPRIATIONS FOR THIS
 9:45:16AM PROJECT, \$800,000.
 9:45:17AM AND WHAT THAT WILL ALLOW US TO DO, IT WILL BE THE PHASE ONE.
 9:45:21AM IT'S NOT GOING TO BE A LARGE AREA.
 9:45:23AM IT'S JUST GETTING KIND OF THE DOWNSTREAM INFRASTRUCTURE IN
 9:45:27AM SO THAT THE FUTURE PROJECTS ARE ABLE TO CONNECT TO IT.
 9:45:29AM IT'S GENERALLY THIS AREA HERE HIGHLIGHTED IN YELLOW.
 9:45:34AM MOST OF IT IS GOING TO BE IN THE LIFT STATION AND FORCE MAIN
 9:45:39AM THAT'S GOING TO TAKE THE SEWAGE INTO CASCADES, AND THEN IN
 9:45:44AM THE CASCADES, BECAUSE WE'RE PUMPING INTO ANOTHER LIFT
 9:45:46AM STATION, WE'LL HAVE TO DO A GENERATOR.
 9:45:48AM THAT'S REALLY THE SCOPE OF THE PROJECT.
 9:45:51AM WHAT THE CONTRACT IN FRONT OF YOU IS FOR IS TO SIGN UP
 9:45:54AM WRIGHT CONSTRUCTION TO DO THE CONSTRUCTION MANAGER AT RISK
 9:45:58AM WORK.
 9:45:59AM THIS FIRST PART IS JUST THE PRECONSTRUCTION IS SERVICES.

9:46:02AM SO WHAT THAT DOES IS GETS THEM STARTED ON THE PROJECT AND

9:46:05AM GETS THEM TO A GMP, WHICH IS WHERE WE WOULD START

9:46:08AM CONSTRUCTION.

9:46:09AM CONTRACTUALLY, WHAT WE'RE DOING HERE IS WE'VE ALREADY SENT

9:46:12AM OUT AN RFP THAT INCLUDED THIS PROJECT, AND WE SELECTED

9:46:18AM WRIGHT CONSTRUCTION UNDER THAT RFP.

9:46:20AM SO WE'RE JUST BUILDING ON THAT ORIGINAL RFP.

9:46:22AM WE HADN'T STARTED THIS AREA BECAUSE WE DIDN'T HAVE GRANT

9:46:26AM MONEY AT THE TIME, BUT NOW THAT WE HAVE GRANT FUNDING, WE'RE

9:46:29AM MOVING FORWARD WITH IT.

9:46:31AM >>Mayor Ribble: ANY QUESTIONS, COUNCIL?

9:46:32AM SEEING NONE, IS THERE ANY PUBLIC COMMENT?

9:46:37AM >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.

9:46:40AM >>Mayor Ribble: IN THAT CASE, MAY I HAVE A MOTION?

9:46:42AM COUNCILMAN HUNT AND A SECOND THE VICE-MAYOR.

9:46:46AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?

9:46:49AM >>Jim Ward: AYE.

9:46:51AM >>Rafael Lopez: AYE.

9:46:52AM >>Lori Fayhee: AYE.

9:46:54AM >>Jon McLain: AYE.

9:46:55AM >>Jeff Hunt: AYE.

9:46:56AM >>Vice-Mayor Zalucki: AYE.

9:46:57AM >>Mayor Ribble: AYE.

9:46:58AM ITEM 8C, ESTERO ORANGE PARK SEE SEE STREET, CONSTRUCTION

9:47:07AM MANAGER AT RISK CONTRACT.

9:47:08AM INTRODUCE IT AND I BELIEVE DAVE WILL TALK ABOUT IT THEN.

9:47:12AM >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.

9:47:14AM THIS IS A SIMILAR PROGRAM ON OUR UTILITY EXTENSION PROGRAM

9:47:17AM THAT INVOLVES SEE SEE STREET.

9:47:19AM THIS IS A SMALL PROJECT, BUT NONETHELESS IMPORTANT PART OF

9:47:22AM OUR OVERALL POLICY OF TRYING TO ELIMINATE SEPTIC SYSTEMS

9:47:26AM WITHIN THE VILLAGE OF ESTERO.

9:47:26AM DAVID.

9:47:28AM >>David Willems: SO THIS IS VERY SIMILAR TO THE PREVIOUS

9:47:32AM ONE.

9:47:32AM IT IS A RELATIVELY SMALL AREA.

9:47:35AM SOME MAY THINK THAT MAYBE IT DOESN'T REALLY IMPACT THE WATER

9:47:39AM QUALITY, BUT WE'RE DOING THE MONITORING PROGRAM AND WE

9:47:42AM ACTUALLY HAVE A LOCATION THAT'S IN THAT DITCH ON THE NORTH

9:47:44AM SIDE OF CORKSCREW ROAD.

9:47:45AM AND IT DOES ACTUALLY SHOW HIGH LEVELS OF BACTERIA, NOT AS

9:47:50AM HIGH AS SOME OTHER AREAS, BUT IT IS DEFINITELY ELEVATED

9:47:53AM ABOVE WHAT THE CRITERIA IS.

9:47:54AM AND REALLY THE ONLY THING THAT'S CONTRIBUTING TO THAT AREA

9:47:56AM IS SEE SEE STREET.

9:47:58AM FURTHER UPSTREAM, EVERYBODY IS ON CENTRAL SEWER.

9:48:02AM WE THINK IT IS STILL AN IMPORTANT PROJECT.
 9:48:05AM CONTRACTUALLY, THIS ONE IS PROPOSED TO BE DONE A LITTLE BIT
 9:48:07AM DIFFERENTLY IN THAT IT WASN'T ORIGINALLY INCLUDED IN THE
 9:48:10AM RFP.
 9:48:12AM SO WE'RE NOT ABLE TO USE THAT CONTRACT.

 9:48:15AM BUT WRIGHT CONSTRUCTION IS ALSO ON OUR MISCELLANEOUS
 9:48:17AM CONSTRUCTION MANAGER AT RISK SERVICES, AND THE VALUE OF THIS
 9:48:21AM IS WELL BELOW WHAT THAT CONTRACT LIMIT IS.
 9:48:24AM SO WE'RE PROPOSING TO USE WRIGHT CONSTRUCTION THROUGH THAT
 9:48:27AM CONTINUING SERVICES CONTRACT THAT WE PIGGYBACK OFF OF THE
 9:48:31AM COUNTY.
 9:48:31AM THIS, AGAIN, IS TO DO THE PRECONSTRUCTION SERVICES.
 9:48:36AM IN 90 DAYS, THEY WILL GET US A GMP AND MOVE TOWARDS
 9:48:39AM CONSTRUCTION.
 9:48:40AM SIMILAR TO THE PREVIOUS, THE REASON WE'RE PUSHING THIS
 9:48:42AM FORWARD IS WE DID GET AN \$800,000 GRANT WITH STATE
 9:48:46AM APPROPRIATIONS THIS PAST YEAR.
 9:48:49AM >>Mayor Ribble: ANY QUESTIONS, COUNCIL?
 9:48:52AM >>Jon McLain: THE ROAD GOING IN THERE, WILL THAT BE AFFECTED
 9:48:55AM BY THIS ALSO?
 9:48:56AM >>David Willems: ABSOLUTELY.
 9:48:57AM IT WILL BE REBUILT.
 9:48:58AM >>Jon McLain: PRETTY BAD SHAPE AS IT IS RIGHT NOW.
 9:49:00AM >>David Willems: IT WILL BE REBUILT.
 9:49:02AM BECAUSE THERE REALLY ISN'T DRAINAGE ISSUES IN THAT AREA,
 9:49:05AM WE'RE PROPOSED IT WOULD BASICALLY BE PUT BACK THE EXACT SAME
 9:49:09AM WAY IT IS.
 9:49:09AM >>Mayor Ribble: ANYONE ELSE?
 9:49:10AM IS THERE ANY PUBLIC COMMENT?
 9:49:13AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.

 9:49:15AM >>Mayor Ribble: ALL RIGHT.
 9:49:16AM MAY I HAVE A MOTION?
 9:49:17AM THANK YOU, DAVID.
 9:49:18AM THE VICE-MAYOR MAKES THE MOTION AND COUNCILWOMAN FAYHEE
 9:49:23AM SECONDS.
 9:49:23AM MADAM CLERK, PLEASE CALL THE ROLL.
 9:49:26AM >>Jeff Hunt: AYE.
 9:49:28AM >>Jon McLain: AYE.
 9:49:29AM >>Lori Fayhee: AYE.
 9:49:31AM >>Rafael Lopez: AYE.
 9:49:32AM >>Jim Ward: AYE.
 9:49:34AM >>Vice-Mayor Zalucki: AYE.
 9:49:35AM >>Mayor Ribble: AYE.
 9:49:36AM NEXT ON THE AGENDA, THE BERT ACQUISITION.
 9:49:47AM >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 9:49:50AM PROPOSED ON THE AGENDA TODAY IS A MOTION TO APPROVE THE

9:49:52AM PURCHASE AND SALE AGREEMENT TO AUTHORIZE DUE DILIGENCE
 9:49:57AM EFFORTS TOWARDS THE PURCHASE OF THE BERT SYSTEM THAT WOULD
 9:50:02AM BE RESOLVED IN OCTOBER OF THIS YEAR.
 9:50:05AM COUNCIL WILL RECALL THAT ABOUT SEVEN YEARS AGO, THE
 9:50:10AM INITIATIVE WAS BEGUN TO TRY TO ACQUIRE THE BERT LINE.
 9:50:17AM FORMER MAYOR NICK BATOS AND DEPUTY MAYOR PETER O'FLINN OUT
 9:50:21AM OF BONITA WERE PART OF THE INITIAL EFFORT.
 9:50:25AM THINGS HAVE EVOLVED, OF COURSE, AND IT'S TAKEN QUITE A BIT
 9:50:28AM OF TIME TO GET TO A POSITION HERE OF BEING ABLE TO OFFER UP

 9:50:32AM A PURCHASE.
 9:50:34AM BUT THE COUNCIL TWO YEARS AGO DESIGNATED COUNCIL MEMBER JON
 9:50:41AM McLAIN AS THE LIAISON IN THE NEGOTIATION PROCESS.
 9:50:43AM IT'S BEEN AN AGGRESSIVE NEGOTIATIONS SINCE THAT POINT.
 9:50:48AM BACK IN EARLY 2025, THE VILLAGE APPROVED A MEMORANDUM OF
 9:50:56AM UNDERSTANDING WITH BONITA SPRINGS AND COLLIER COUNTY
 9:51:03AM SUPPORTING THE EFFORT TO TRY TO COME UP WITH A PURCHASE
 9:51:07AM PRICE THAT WAS ACCEPTABLE TO ALL PARTIES.
 9:51:08AM AND THAT'S WHAT WE BROUGHT BACK TO YOU TODAY.
 9:51:12AM FOR THE BENEFIT OF THE PUBLIC, THERE'S EXTENSIVE BACKGROUND
 9:51:19AM INFORMATION ON THIS PURCHASE THAT'S IN THE FORM OF A BINDER
 9:51:22AM THAT'S PRETTY EXTENSIVE IN AND OF ITSELF.
 9:51:24AM MOST OF THIS WILL BE POSTED ONLINE FOR THE BENEFIT OF THE
 9:51:29AM PUBLIC.
 9:51:31AM IT'S ALL PUBLIC INFORMATION, BUT IT DESCRIBES A LOT OF THE
 9:51:34AM DETAILS ON THE PROPOSED PURCHASE.
 9:51:38AM BUT THE IDEA HERE IS THAT WITH THE COUNCIL ACTION TODAY, YOU
 9:51:42AM WOULD BE AUTHORIZING SOMEWHERE NOT TO EXCEED \$250,000 FOR
 9:51:48AM THE DUE DILIGENCE EFFORT TO BRING BACK TO THE COUNCIL IN
 9:51:55AM EARLY FALL.
 9:51:58AM THE DUE DILIGENCE EFFORT WOULD INCLUDE TITLE WORK, SURVEY,
 9:52:04AM APPRAISAL, AND THE INITIAL ENVIRONMENTAL ASSESSMENTS.
 9:52:09AM ONCE THAT INFORMATION IS THERE AND PLAYING OFF THE OTHER
 9:52:13AM ACTION HERE TODAY, WHICH IS AUTHORIZING THE PURCHASE AND
 9:52:18AM SALE AGREEMENT, WE'LL BRING BACK ALL THIS DATA AND THEN

 9:52:21AM PROCEED TO THE CLOSING IN OCTOBER.
 9:52:23AM THIS IS A SIGNIFICANT PROJECT, OF COURSE, FOR ALL OF THE
 9:52:29AM JURISDICTIONS THAT ARE INVOLVED.
 9:52:32AM IN THE CASE OF THE VILLAGE OF ESTERO, THIS INVOLVES JUST
 9:52:38AM UNDER \$20 MILLION TO PURCHASE OUR SEGMENT OF THE LINE.
 9:52:44AM ALSO BY WAY OF BACKGROUND, WE KNOW THIS HAS BEEN A PRIORITY
 9:52:48AM OF THE COMMUNITY BECAUSE THIS ACQUISITION IS IDENTIFIED IN
 9:52:55AM TWO OF OUR MASTER PLANS AS MAJOR PRIORITIES.
 9:52:59AM SO WE, AS YOU KNOW, BUT FOR THE BENEFIT OF THE PUBLIC, WE
 9:53:04AM AND YOU MAKE DECISIONS NOT BY COUNCIL DISTRICTS BUT BASED ON
 9:53:10AM THE MASTER PLANS THAT DEAL WITH ALL OF THE FUNCTIONAL AREAS
 9:53:15AM OF RESPONSIBILITY FOR THE VILLAGE.

9:53:16AM THE TWO MASTER PLANS THAT WE'VE DONE THAT SPECIFICALLY POINT
 9:53:21AM TO THE BERT LINE IS THE PARK AND OPEN SPACE PLAN, WHICH
 9:53:26AM IDENTIFIES NEEDED OPEN SPACE CORRIDORS AND PEDESTRIAN AND
 9:53:32AM BIKE CORRIDORS.
 9:53:33AM AND THEN THE BIKE AND PEDESTRIAN PLAN, WHICH IDENTIFIES THE
 9:53:38AM SEMINOLE RAIL LINE AS REALLY THE ONLY SAFE NORTH-SOUTH
 9:53:43AM CONNECTION WHERE WE CAN BE OFF ROAD AND REALLY HAVE A NICE
 9:53:49AM ENVIRONMENT FOR PEDESTRIANS AND BIKES GOING NORTH AND SOUTH.
 9:53:53AM SO THIS COMES TO YOU AFTER EXTENSIVE NEGOTIATIONS.
 9:53:59AM WE'VE TRIED TO KEEP THE COUNCIL UP TO SPEED ON ALL OF THE
 9:54:05AM ISSUES WITH BRIEFINGS OVER THE PAST TWO YEARS.
 9:54:09AM I DO APOLOGIZE FOR ALL OF THE DETAILS THAT WE BROUGHT
 9:54:14AM FORWARD, BUT IT ALL BUILDS UP TO THIS POINT.

9:54:20AM AND THIS IS REALLY SHOWTIME IN TERMS OF MAKING A DECISION ON
 9:54:23AM MOVING FORWARD OR NOT.
 9:54:24AM SO IF THERE ARE ANY QUESTIONS, WE WOULD BE HAPPY TO ADDRESS
 9:54:32AM THOSE, WHETHER THEY ARE LEGAL OR OPERATIONAL AS WE MOVE
 9:54:37AM FORWARD.
 9:54:38AM >>Mayor Ribble: COUNCIL?
 9:54:42AM >>Vice-Mayor Zalucki: I WOULD LIKE TO SAY I WOULD LIKE TO
 9:54:44AM THANK STEVE, STAFF AND, OF COURSE, OUR VILLAGE ATTORNEY,
 9:54:46AM ROB, FOR LAYING OUT THOSE VERY IMPORTANT DETAILS TO COUNCIL
 9:54:49AM SO THAT WE ARE VERY FAMILIAR AND COMFORTABLE WITH THE
 9:54:52AM NUMBERS AND THE PROCESS MOVING FORWARD.
 9:54:55AM I THINK THIS IS A GREAT PROGRAM.
 9:54:57AM IT'S INTERESTING TO SEE THAT RIGHT OFF THE BAT WE'LL BE
 9:55:01AM SAVING \$48,000 IN RENTALS THAT WE OTHERWISE WOULD BE PAYING
 9:55:06AM THE RAIL LINE FOR EASEMENT PURPOSES AND DRAINAGE PURPOSES IN
 9:55:11AM ADDITION TO HAVING ADDITIONAL INCOME FOR THOSE EASEMENTS
 9:55:15AM MOVING FORWARD.
 9:55:16AM SO I THINK THIS IS A GREAT DEAL FOR BERT.
 9:55:19AM THIS IS A GREAT DEAL FOR THE VILLAGE, A GREAT DEAL FOR OUR
 9:55:23AM COMMUNITY.
 9:55:23AM SO I SUPPORT THIS.
 9:55:25AM THANK YOU.
 9:55:26AM >>Mayor Ribble: THANK YOU.
 9:55:26AM ANYONE ELSE?
 9:55:27AM COUNCILMAN McLAIN.

9:55:30AM >>Jon McLain: THANK YOU FOR YOUR COMMENTS, GEORGE.
 9:55:32AM APPRECIATE THAT.
 9:55:33AM JUST A LITTLE MORE CEMENT TO PUT ON THIS TO SAY WHY THIS
 9:55:36AM SHOULD BE DONE.
 9:55:38AM WE JUST CONDUCTED WITH THE HISTORIC DISTRICT, I THINK WE'LL
 9:55:40AM TALK LATER IN THE AGENDA TODAY, 1700 RESPONDENTS THROUGHOUT
 9:55:46AM ESTERO.
 9:55:47AM 61% OF THEM WANTED TO -- ONE OF THE HIGHEST PERCENT, WAS

9:55:52AM ADDITIONAL WALKWAYS, NATURE PRESERVES, AND BICYCLE LANES.
 9:55:56AM THIS FITS IN WITH OUR PREVIOUS SURVEYS THAT WE DID FOR OPEN
 9:56:01AM SPACE AND WALKWAYS.
 9:56:03AM WE GOT RECONFIRMATION OF THAT TODAY THAT SAYS PEOPLE STILL
 9:56:07AM WANT THAT MAYBE AT AN ACCELERATED RATE.
 9:56:09AM AS OUR TRAFFIC, AUTOMOBILE TRAFFIC CONTINUES TO UPDATE,
 9:56:13AM PEOPLE ARE LOOKING AT WAYS TO GET OFF THOSE WAYS, AND
 9:56:17AM ALTERNATE WAYS OF TRANSPORTATION.
 9:56:19AM MY OBSERVATION OVER THE LAST COUPLE OF YEARS, BECAUSE I'M
 9:56:23AM PRETTY AVID BICYCLIST IS I SEE MORE AND MORE FOLKS OUT
 9:56:28AM THERE.
 9:56:28AM THEY ARE USING THE SEVEN FOOT BIKE LANE ON ESTERO PARKWAY.
 9:56:32AM THEY ARE GOING OVER THE FLY-OVER.
 9:56:34AM SOME OF THEM ARE IN THE BIKE LANES.
 9:56:35AM PEOPLE ARE BEING SAFE OUT THERE.
 9:56:38AM AND I THINK WHAT IS NOTABLE ABOUT THAT IS THAT THE MORE
 9:56:41AM FOLKS SEE BICYCLISTS OUT HERE WITH THEIR FLASHING LIGHTS AND

 9:56:45AM THE LIKE, THEY BECOME MORE AWARE THAT WE HAVE A LOT OF
 9:56:48AM PEOPLE USING BICYCLES.
 9:56:51AM WE JUST HOPE PEOPLE IN THE AUTOMOBILES RECOGNIZE THAT AND
 9:56:54AM PAY ATTENTION.
 9:56:54AM THIS IS A GREAT LEGACY PROJECT THAT IS GOING TO MEAN
 9:57:00AM SIGNIFICANT IMPORTANCE IN MAKING ESTERO A BETTER PLACE TO
 9:57:05AM LIVE THAN IT IS NOW.
 9:57:06AM THANK YOU FOR YOUR COMMENTS AND APPRECIATE IT.
 9:57:13AM >>Jim Ward: QUICK QUESTION WITH RESPECT TO THE RAIL
 9:57:18AM FASTENINGS AND GRADE CROSSING EQUIPMENT.
 9:57:20AM IT SAYS HERE THAT SEMINOLE HAS 730 DAYS, TWO YEARS, TO
 9:57:24AM REMOVE ALL THAT.
 9:57:25AM WILL THAT HAVE A SIGNIFICANT IMPACT?
 9:57:27AM DO WE EXPECT THAT THEY WILL BE ABLE TO DO THAT QUICKER THAN
 9:57:31AM TWO YEARS?
 9:57:32AM >>Steven Sarkozy: THAT WOULD BE THE HOPE BECAUSE WE REALLY
 9:57:35AM CAN'T GET IN AND IMPROVE THE RAIL LINE UNTIL THEY ARE OUT OF
 9:57:39AM THERE.
 9:57:39AM IT'S UNFORTUNATE THAT THERE'S CONSIDERABLE VALUE IN THE
 9:57:47AM RAILS.
 9:57:47AM SO WE UNDERSTAND THAT THEY WANT TO SALVAGE THAT.
 9:57:51AM OF COURSE, WE WANT IT OUT OF THERE SO THAT WE CAN PUT IN A
 9:57:54AM BIKE WAY AND PATHWAY.
 9:57:57AM WE'LL DO EVERYTHING WE CAN TO AT LEAST GET CERTAIN SEGMENTS
 9:58:02AM DONE AS QUICKLY AS POSSIBLE AND PROBABLY BUILD THE

 9:58:06AM IMPROVEMENTS IN A PHASED APPROACH.
 9:58:12AM >>Jim Ward: REALISTICALLY, WE CAN'T DO ANYTHING MOVING
 9:58:14AM FORWARD UNTIL THAT IS COMPLETED.
 9:58:16AM >>Steven Sarkozy: THAT'S TRUE.

9:58:18AM >>Jon McLain: WE CAN DO ALL OUR DUE DILIGENCE.
 9:58:20AM IT WILL NOT BLOCK ANY OF OUR DUE DILIGENCE.
 9:58:22AM WE NEED TO DO THAT BETWEEN NOW AND THE END OF SEPTEMBER.
 9:58:25AM EVEN WITH THE GRASS GROWING.
 9:58:27AM >>Jim Ward: TWO YEARS TRIGGERS AFTER WE APPROVE THE SALE --
 9:58:31AM >>Mayor Ribble: THE CONSTRUCTION MOVING FORWARD.
 9:58:38AM >>Vice-Mayor Zalucki: THANK YOU, BY THE WAY, FOR YOUR
 9:58:40AM PARTICIPATION IN ALL THIS.
 9:58:41AM YOU HAVE DONE A GREAT JOB FOR THE LAST COUPLE OF YEARS.
 9:58:43AM >>Jon McLain: THANK YOU.
 9:58:44AM >>Vice-Mayor Zalucki: I WOULD SUSPECT ENGINEERING AND
 9:58:47AM DESIGNING LEADING UP TO CONSTRUCTION WILL TAKE QUITE A BIT
 9:58:50AM OF TIME.
 9:58:50AM >>Jon McLain: THAT'S CORRECT.
 9:58:51AM >>Vice-Mayor Zalucki: I THINK IT MAY PAIR RELATIVELY WELL
 9:58:54AM WITH THE TWO YEARS OF WAITING FOR THE RAILS TO BE PULLED
 9:58:57AM OUT.
 9:58:58AM >>Jon McLain: YES, THAT'S CORRECT.
 9:58:59AM >>Vice-Mayor Zalucki: THANK YOU.
 9:59:00AM >>Mayor Ribble: ANYTHING ELSE?
 9:59:01AM I KNOW THIS IS A MOMENTOUS DECISION FOR THE COUNCIL, NOT

 9:59:05AM SINCE WE PURCHASED THE PROPERTY AT 41 AND CORKSCREW, ARE WE
 9:59:12AM GOING OUT AND SPENDING THIS KIND OF MONEY.
 9:59:14AM THE SAFETY OF THE COMMUNITY COMES FIRST.
 9:59:15AM I THINK THIS WILL BRING A LOT OF EAGER BIKERS TO THE TRAIL
 9:59:22AM AND HOPEFULLY GET THEM OFF THE ROAD WHERE THEY WILL BE A LOT
 9:59:25AM SAFER.
 9:59:25AM SO WITH THAT, IS THERE ANY PUBLIC COMMENT?
 9:59:30AM >>Carol Sacco: YES, MAYOR.
 9:59:32AM MR. STEVE GUNTHER FROM PELICAN LANDING.
 9:59:36AM >> I WON'T SAY MUCH.
 9:59:37AM I JUST WANTED TO THANK YOU SO MUCH FOR CONSIDERING THIS
 9:59:41AM PROJECT THAT'S BEEN SO LONG IN COMING.
 9:59:44AM I'M REPRESENTING MYSELF, BUT I AM THE TREASURER OF THE
 9:59:46AM FRIENDS OF BONITA ESTERO RAIL TRAIL.
 9:59:49AM WE HAVE ABOUT 4,000 CITIZENS WHO ARE VERY MUCH IN FAVOR OF
 9:59:52AM THIS.
 9:59:53AM 25 HOAs THAT HAVE ENDORSED IT AND DOZENS OF BUSINESSES.
 9:59:57AM SO WE SEE THIS AS A TREMENDOUS IMPROVEMENT, TRANSFORMATIONAL
 10:00:02AM TO THE SOUTHWEST FLORIDA COMMUNITY.
 10:00:04AM WHEN I'M HERE, I THINK ABOUT LEADERSHIP.
 10:00:08AM THIS COUNCIL IS THE LEAD, IF YOU WILL, OF THE THREE
 10:00:12AM MUNICIPALITIES TO GO AHEAD AND HOPEFULLY APPROVE THIS
 10:00:15AM TRANSACTION, MOVE THIS PROJECT FORWARD.
 10:00:19AM THIS WILL BE A MOMENT OF FAME FOR ALL OF YOU AS YOU ARE THE
 10:00:22AM FIRST, I HOPE, TO APPROVE THIS, AND GET THIS PROJECT

10:00:25AM UNDERWAY SO WE CAN REALIZE THE FINANCIAL BENEFITS, THE
 10:00:30AM SAFETY BENEFITS, THE TRANSPORTATIONAL BENEFITS, THE
 10:00:33AM CONSERVATION BENEFITS, THE FLOOD MITIGATION BENEFITS OF THIS
 10:00:38AM PROJECT MOVING FORWARD.
 10:00:39AM THANK YOU SO MUCH FOR CONSIDERING THIS.
 10:00:40AM I DO URGE AND HOPE THAT YOU WILL VOTE TO MOVE FORWARD AND
 10:00:44AM APPROVE THIS.
 10:00:45AM THANK YOU SO MUCH.
 10:00:46AM >>Mayor Ribble: THANK YOU, STEVE.
 10:00:48AM >>Carol Sacco: WE HAVE MR. CHARLES HINES FROM TRUST FOR
 10:00:51AM PUBLIC LAND.
 10:00:51AM HE'S IN THE AUDIENCE IF YOU HAVE ANY QUESTIONS.
 10:00:54AM IF ANYONE HAS ANY MORE QUESTIONS.
 10:00:59AM >> GOOD MORNING, EVERYONE.
 10:01:01AM I WOULD BE REMISS IF I DIDN'T TAKE AN OPPORTUNITY TO SAY
 10:01:05AM THANKS TO YOUR VILLAGE MANAGER, YOUR VILLAGE ATTORNEY, AND
 10:01:11AM COUNCILMAN McLAIN FOR ALL THE BEHIND-THE-SCENES WORK THEY
 10:01:16AM HAVE DONE TO BRING THIS HERE TODAY.
 10:01:18AM ON BEHALF OF TRUST FOR PUBLIC LAND, WE LOOK FORWARD TO
 10:01:20AM CONTINUING THIS PARTNERSHIP AS WE GO THROUGH THE DUE
 10:01:22AM DILIGENCE PROCESS.
 10:01:24AM THERE IS A LOT MORE WORK TO DO TO PROTECT EVERYBODY IN THIS
 10:01:27AM PROCESS.
 10:01:28AM THANKS TO BERT AND ALL THE WORK THAT THEY HAVE DONE TO BRING
 10:01:32AM THIS A LITTLE CLOSER TO HAVING A TRAIL IN YOUR COMMUNITY.

 10:01:35AM SO THANK YOU.
 10:01:36AM >>Mayor Ribble: THANK YOU, MR. HINES.
 10:01:38AM AGAIN, WE OFFER OUR THANKS FROM THE COUNCIL TO OUR STAFF,
 10:01:44AM UNSEEN, BEHIND THE SCENES ARE THE MANY HOURS THAT WE SPOKE
 10:01:49AM INDIVIDUALLY WITH STAFF AND OUR ATTORNEY ON ALL THE DETAILS.
 10:01:53AM SO ALTHOUGH THE DISCUSSION DOESN'T REFLECT IT HERE ON THE
 10:01:56AM DAIS, THERE HAS BEEN A GREAT DEAL OF DISCUSSION ON THIS
 10:01:59AM PRIOR TO THIS VOTE.
 10:02:01AM >>Carol Sacco: FOR THE RECORD, THERE WAS ONE E-COMMENT THAT
 10:02:03AM WAS SENT TO EVERYONE.
 10:02:04AM >>Mayor Ribble: YES, AND WE DID RECEIVE IT.
 10:02:05AM THANK YOU.
 10:02:06AM SO IF THERE ARE NO FURTHER COMMENTS -- GO AHEAD, MR.
 10:02:11AM McLAIN.
 10:02:11AM >>Jon McLain: WHEN YOU ARE READY FOR A MOTION, I'LL MAKE IT.
 10:02:14AM [LAUGHTER]
 10:02:16AM >>Vice-Mayor Zalucki: I WILL YIELD.
 10:02:17AM >>Mayor Ribble: YES.
 10:02:18AM AS WELL IT SHOULD BE.
 10:02:19AM THANK YOU.
 10:02:20AM COUNCILMAN McLAIN MAKES THE MOTION AND WHO WOULD LIKE TO
 10:02:23AM MAKE THE SECOND?

10:02:25AM THANK YOU, COUNCILMAN LOPEZ.
 10:02:28AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
 10:02:31AM >>Jim Ward: AYE.

 10:02:31AM >>Rafael Lopez: AYE.
 10:02:33AM >>Lori Fayhee: AYE.
 10:02:34AM >>Jon McLain: AYE.
 10:02:36AM >>Jeff Hunt: AYE.
 10:02:38AM >>Vice-Mayor Zalucki: AYE.
 10:02:39AM >>Mayor Ribble: AYE.
 10:02:39AM MOTION APPROVED.
 10:02:43AM [APPLAUSE]
 10:02:43AM ALL RIGHT.
 10:02:52AM THANK YOU.
 10:02:53AM MOVING FORWARD, AGENDA ITEM 8E, MOTION TO APPROVE RESOLUTION
 10:03:03AM 2026-04 TO REAPPOINT FIVE MEMBERS FOR TWO- AND THREE-YEAR
 10:03:08AM TERMS AS OUTLINED IN THE ATTACHED RESOLUTION TO REAPPOINT
 10:03:12AM ANTHONY GARGANO AS CHAIR AND TO LEAVE THE CURRENT VACANT
 10:03:15AM POSITION UNFILLED AT THIS TIME.
 10:03:17AM MADAM CLERK, WILL YOU PLEASE READ THE RESOLUTION?
 10:03:21AM >>Carol Sacco: RESOLUTION 2026-04, A RESOLUTION OF THE
 10:03:24AM VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA,
 10:03:26AM REAPPOINTING MEMBERS TO THE VILLAGE OF ESTERO PLANNING
 10:03:28AM ZONING AND DESIGN BOARD; ESTABLISHING TERMS OF THE MEMBERS;
 10:03:32AM AND PROVIDING AN EFFECTIVE DATE.
 10:03:34AM >>Mayor Ribble: THANK YOU.
 10:03:35AM STEVE, WOULD YOU LIKE TO SPEAK TO THIS?
 10:03:37AM >>Steven Sarkozy: THANK YOU, MAYOR, AND MEMBERS OF COUNCIL.
 10:03:40AM THE PLANNING ZONING AND DESIGN BOARD SERVES AT THE PLEASURE

 10:03:43AM OF THE VILLAGE COUNCIL AND ASSISTS IN THE COORDINATION AND
 10:03:48AM OVERSIGHT OF SOME OF THE DEVELOPMENT PROCESS.
 10:03:54AM MARY GIBBS SERVES AS KIND OF THE LIAISON TO THAT GROUP.
 10:03:59AM THE APPOINTMENTS ARE STRUCTURED SO THAT THEY ARE
 10:04:05AM INTERMITTENT REAPPOINTMENT PROCESS, SO THAT YOU ALWAYS HAVE
 10:04:08AM A TURNOVER AND THE COUNCIL HAS FLEXIBILITY IN THAT PROCESS.
 10:04:13AM MARY IS WITH US TODAY TO OFFER UP A SUGGESTED CONTINUATION
 10:04:20AM OF THIS BOARD FOR A PERIOD OF TIME.
 10:04:24AM AND WE'RE LOOKING AT SOME MAJOR REZONINGS IN ALL LIKELIHOOD
 10:04:28AM THIS COMING YEAR.
 10:04:31AM SO HAVING A WELL EXPERIENCED BOARD WOULD BE VERY HELPFUL FOR
 10:04:33AM THE VILLAGE AND FOR THE COUNCIL.
 10:04:36AM I'LL TURN IT OVER TO MARY WITH THE SUGGESTED REAPPOINTMENT
 10:04:39AM PROCESS.
 10:04:40AM >>Mary Gibbs: GOOD MORNING.
 10:04:41AM THE PLANNING ZONING AND DESIGN BOARD IS A VOLUNTEER BOARD.
 10:04:45AM SO THEY ARE VERY WELL PAID.
 10:04:46AM THEY GET ZERO DOLLARS FOR COMING TO ALL THESE MEETINGS.

10:04:51AM IT'S REQUIRED BY THE STATE OF FLORIDA TO HAVE A LOCAL
 10:04:53AM PLANNING AGENCY, SO THAT IS WHAT OUR BOARD SERVES AS.
 10:04:56AM THAT'S WHY WE HAVE THE BOARD.
 10:04:58AM FOR SOME REASON WHEN WE DID A BROAD OUTREACH TWO YEARS AGO
 10:05:03AM TO GET SOME KIND OF RECONSTITUTE THE BOARD, WE ENDED UP WITH
 10:05:08AM FIVE MEMBERS WHOSE REAPPOINTMENTS ARE DUE THIS YEAR.
 10:05:12AM ACCORDING TO OUR CODE, WE ARE SUPPOSED TO STAGGER THEM FOR

 10:05:14AM TWO AND THREE-YEAR TERMS.
 10:05:16AM WE'RE TRYING TO BRING THAT BACK IN ALIGNMENT.
 10:05:18AM THERE ARE FIVE BOARD MEMBERS THAT WILL EXPIRE AT THE END OF
 10:05:22AM APRIL.
 10:05:22AM WE'VE TALKED TO THE FIVE AND ASKED THEM IF THEY WERE
 10:05:26AM INTERESTED IN BEING REAPPOINTED AND THEY SAID, YES, THEY ARE
 10:05:29AM ALL INTERESTED AND PRETTY EXCITED.
 10:05:31AM THEY ENJOY BEING ON THE BOARD.
 10:05:33AM OF THE FIVE, THREE OF THEM ARE DESIGN PROFESSIONALS, WHICH
 10:05:35AM MEANS THEY ARE ENGINEER LANDSCAPE ARCHITECT OR ARCHITECT, SO
 10:05:40AM THEY BRING A LOT OF EXPERTISE TO THE BOARD WHEN WE HAVE
 10:05:42AM THESE DEVELOPMENT ORDERS AND THESE DESIGN ISSUES.
 10:05:45AM SO WE ARE RECOMMENDING THAT THEY BE REAPPOINTED FOR TWO- AND
 10:05:51AM THREE-YEAR TERMS, STAGGERED TERMS, SO WE DON'T END UP WITH
 10:05:55AM THE ISSUE OF FIVE OF THEM ALL COMING DUE AT THE SAME TIME.
 10:05:58AM THE TERMS ARE ON THE RESOLUTION, WHICH IS ATTACHED.
 10:06:02AM I THINK WE HAVE TWO-YEAR TERMS FOR JIM TATOOLLES AND AL
 10:06:06AM PAIVANDY AND THREE-YEAR TERMS FOR BARRY JONES, JIM WALLACE
 10:06:10AM AND KRISTIN JEANNIN.
 10:06:11AM THE OTHER MEMBERS' TERMS DON'T EXPIRE UNTIL 2027.
 10:06:14AM SO WE'RE RECOMMENDING REAPPOINTMENT.
 10:06:17AM AND THEN THE COUNCIL IS THE ONE WHO DETERMINES WHO THE CHAIR
 10:06:21AM SHOULD BE.
 10:06:22AM ANTHONY GARGANO HAS BEEN THE CHAIR THE PAST COUPLE OF YEARS,
 10:06:25AM SO WE'RE RECOMMENDING THAT HE BE REAPPOINTED AS CHAIR.

 10:06:29AM THEN THEY GET TO DECIDE ON WHO THE VICE-CHAIR WOULD BE.
 10:06:31AM WE HAVE ONE VACANT POSITION, WHICH WAS SCOTTY WOOD POSITION.
 10:06:35AM WE'RE RECOMMENDING THAT WE DON'T FILL IT AT THIS TIME.
 10:06:38AM LET'S KEEP IT OPEN BECAUSE THE PLAN WHEN WE KIND OF MERGE
 10:06:41AM THE PLANNING AND ZONING AND DESIGN REVIEW BOARD TOGETHER IS
 10:06:45AM THAT WE WOULD OVER TIME KIND OF REDUCE THE NUMBER OF
 10:06:48AM MEMBERS, TO SOMETHING A LITTLE MORE MANAGEABLE.
 10:06:51AM OVER TIME, WE MAY WANT TO REDUCE DOWN TO SEVEN OR FIVE.
 10:06:54AM BUT IN THE MEANTIME, I THINK THIS IS A GOOD SOLUTION, GIVEN
 10:06:58AM THAT WE WILL HAVE SOME BIG CASES COMING UP.
 10:07:01AM HAPPY TO ANSWER ANY QUESTIONS.
 10:07:05AM >>Mayor Ribble: ANY QUESTIONS, COUNCIL?
 10:07:08AM >>Jon McLain: I DON'T HAVE A QUESTION.
 10:07:09AM I JUST WOULD LIKE TO THANK ALL THE MEMBERS FOR VOLUNTEERING

10:07:13AM TO GO FOR ANOTHER TWO TO THREE-YEAR PERIOD.
 10:07:17AM BECAUSE WHEN WE LOOK AROUND ESTERO, AND WE LOOK AT THE
 10:07:20AM BEAUTY AND THE ARCHITECTURE AND THE DISCIPLINE THAT WE HAVE
 10:07:25AM THAT MAKES THIS VILLAGE EVEN BETTER EVERY DAY, AND WE'VE GOT
 10:07:28AM LOTS OF NEW CONSTRUCTION GOING ON RIGHT NOW, THESE ARE ZERO
 10:07:33AM PAID VOLUNTEERS THAT REALLY HAVE MADE A DIFFERENCE I THINK
 10:07:36AM TO THE VILLAGE OF ESTERO NOW AND WAY INTO THE FUTURE.
 10:07:38AM SO I APPRECIATE THEM VOLUNTEERING TO COME BACK.
 10:07:43AM THEY DON'T TAKE THESE THINGS LIGHTLY.
 10:07:45AM I'VE WATCHED SEVERAL OF THE VIDEOS.
 10:07:47AM THEY DON'T RUSH TO DECISIONS.

10:07:50AM THEY HAVE ACTIVE DEBATE, WHICH I REALLY APPRECIATE.
 10:07:52AM I DON'T AGREE WITH EVERYTHING, AS THEY DEBATE BACK AND
 10:07:57AM FORTH, BUT WHAT WE SEE IN THE VILLAGE RIGHT NOW IS A GOOD
 10:08:02AM RESULT FROM WHAT THEY HAVE DISCUSSED AND APPROVED MOVING
 10:08:04AM FORWARD.
 10:08:05AM THANK YOU.
 10:08:05AM AND THANK YOU FOR YOUR LEADERSHIP FOR THIS GROUP ALSO.
 10:08:09AM I KNOW IT CAN BE TOUGH SOMETIMES.
 10:08:10AM >>Mary Gibbs: WE'LL PASS ALONG THE COMPLIMENTS TO THE BOARD.
 10:08:13AM AND THEY ARE VERY PASSIONATE ABOUT WHAT THEY DO.
 10:08:16AM SOMETIMES THEY GET A LITTLE OVERLY PASSIONATE AND WE HAVE TO
 10:08:19AM REEL THEM BACK IN.
 10:08:21AM >>Mayor Ribble: ANYONE ELSE?
 10:08:22AM WELL SAID, COUNCILMAN.
 10:08:26AM >>Carol Sacco: THERE IS NO PUBLIC COMMENT AND NO E-COMMENTS.
 10:08:28AM >>Mayor Ribble: THANK YOU.
 10:08:29AM IN THAT CASE, MAY I HAVE A MOTION TO APPOINT THE BOARD
 10:08:33AM MEMBERS AS DESCRIBED BY MARY?
 10:08:35AM COUNCILWOMAN FAYHEE, SECONDED BY COUNCILMAN LOPEZ.
 10:08:41AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
 10:08:44AM >>Jeff Hunt: AYE.
 10:08:45AM >>Jon McLain: AYE.
 10:08:47AM >>Lori Fayhee: AYE.
 10:08:48AM >>Rafael Lopez: AYE.
 10:08:49AM >>Jim Ward: AYE.

10:08:51AM >>Vice-Mayor Zalucki: AYE.
 10:08:51AM >>Mayor Ribble: AYE.
 10:08:53AM THANK YOU, MARY.
 10:08:55AM ALL RIGHT.
 10:08:58AM NOW THAT BRINGS US TO COUNCIL COMMUNICATIONS.
 10:09:00AM DOES ANYONE HAVE ANYTHING FOR THE GOOD OF THE VILLAGE?
 10:09:03AM GEORGE, NO PLUG FOR ESTERO FEST?
 10:09:11AM >>Vice-Mayor Zalucki: MAYOR, THANK YOU.
 10:09:13AM EVERYBODY, FOR THE BENEFIT OF THE COMMUNITY, ESTERO FEST IS
 10:09:17AM SATURDAY, MARCH 21st.

10:09:19AM IT STARTS AT 1 P.M. AND IT GOES ALL THE WAY TO 8.
 10:09:23AM WE'RE GOING TO HAVE THREE LIVE BANDS, A KID ZONE, A BEER AND
 10:09:27AM WINE GARDEN, FOOD TRUCKS, DESSERT TRUCKS, LEE COUNTY
 10:09:30AM SHERIFF'S OFFICE, ESTERO FIRE RESCUE, LOTS OF FUN FOR THE
 10:09:34AM ENTIRE FAMILY.
 10:09:34AM THE BEST PART, IT'S FREE.
 10:09:37AM ALL YOU HAVE TO DO IS BUY YOUR FOOD AND DRINKS BUT THE
 10:09:40AM ENTERTAINMENT IS FREE.
 10:09:41AM WE'D LOVE EVERYBODY TO PLEASE COME BY.
 10:09:43AM IT IS A GREAT EVENT FOR THE FAMILY AND FOR ALL YOU.
 10:09:47AM BERT, YOU CAN SEND A MESSAGE ABOUT YOUR GREAT ORGANIZATION
 10:09:50AM AND WHAT'S TO COME.
 10:09:51AM THANK YOU, MAYOR.
 10:09:52AM >>Mayor Ribble: AND THERE WILL BE SOME GREAT GIVEAWAYS, TOO.
 10:09:55AM MR. ESCHENFELDER, DO YOU HAVE ANYTHING FOR US?

 10:09:58AM >>Robert Eschenfelder: NO, MA'AM.
 10:10:00AM >>Mayor Ribble: MR. SARKOZY?
 10:10:00AM >>Steven Sarkozy: NO, MA'AM.
 10:10:02AM >>Mayor Ribble: IN THAT CASE, WE WILL ADJOURN THIS MEETING
 10:10:04AM AND MOVE ON TO OUR WORKSHOP.
 10:10:07AM THE FIRST WORKSHOP IS CODE COMPLIANCE LIENS, THE PROPOSED
 10:10:13AM POLICY.
 10:10:13AM STEVE?
 10:10:15AM >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
 10:10:17AM BACK ON FEBRUARY 4 AT YOUR WORKSHOP, THERE WAS A DISCUSSION
 10:10:24AM OF THE LIENS THAT WE HAVE ON A NUMBER OF CODE COMPLIANCE
 10:10:29AM ISSUES.
 10:10:29AM YOU DIRECTED US TO COME BACK AT A FUTURE DATE WITH A
 10:10:34AM PROPOSED POLICY, AND THAT'S WHAT WE'RE HERE TO DISCUSS
 10:10:37AM TODAY.
 10:10:37AM SO I'D LIKE TO TURN IT OVER TO MARY GIBBS WITH AN
 10:10:41AM EXPLANATION OF THE PROPOSED POLICY AND ROB ESCHENFELDER, OF
 10:10:46AM COURSE, OUR VILLAGE ATTORNEY IS AVAILABLE SHOULD YOU HAVE
 10:10:50AM QUESTIONS IN THAT REGARD, TOO.
 10:10:52AM >>Mary Gibbs: I CLEARED THE ROOM.
 10:10:54AM I HAVE THAT EFFECT ON PEOPLE.
 10:10:55AM [LAUGHTER]
 10:10:55AM FOR THE FASCINATING DISCUSSION OF CODE COMPLIANCE, AS YOU
 10:11:01AM RECALL, WE HAD THE WORKSHOP FEBRUARY 4, AND THEN WE TALKED
 10:11:05AM ABOUT THE LIENS THAT WE'VE ACCUMULATED OVER TIME.

 10:11:09AM BUT AGAIN, TO PUT IT IN PERSPECTIVE AND EXPLAIN THE PROCESS
 10:11:12AM A LITTLE BIT, THE VAST MAJORITY OF THE CODE ENFORCEMENT
 10:11:16AM CASES ARE HANDLED AND DONE WITHOUT EVER HAVING TO GO TO THE
 10:11:20AM MAGISTRATE.
 10:11:20AM SO WE HAVE A VERY GOOD COMPLIANCE RATE.
 10:11:23AM ONCE WE SEND OUT A COURTESY NOTICE, MOST PEOPLE WILL COMPLY

10:11:27AM RIGHT AWAY.
 10:11:27AM IT REALLY IS THE ONES MORE PROBLEMATIC THAT END UP WITH A
 10:11:31AM LIEN.
 10:11:32AM TYPICALLY YOU GET THE COURTESY NOTICE, FIXED.
 10:11:35AM IF YOU DON'T FIX IT, YOU HAVE TO GO TO A HEARING, AND THEN
 10:11:38AM THE MAGISTRATE WILL GIVE YOU ADDITIONAL TIME TO COME INTO
 10:11:41AM COMPLIANCE, SO YOU'VE GOT MULTIPLE TIMES TO COME INTO
 10:11:43AM COMPLIANCE.
 10:11:44AM AGAIN, MOST PEOPLE DO THAT.
 10:11:46AM BUT IF THEY DO NOT COME INTO COMPLIANCE AND GO BACK FOR A
 10:11:50AM HEARING AND THEN THEY ARE FOUND GUILTY, THEN WE WILL RECORD
 10:11:54AM A LIEN AND SO THAT STARTS ACCUMULATING OVER TIME.
 10:11:58AM WE TALKED ABOUT BEFORE, OBVIOUSLY, SINCE WE STARTED DOING
 10:12:01AM CODE ENFORCEMENT IN 2016, WE'VE GOT SOME FINES ACCUMULATED
 10:12:04AM THAT ARE ABOUT \$5 MILLION.
 10:12:06AM AND THERE ARE ABOUT 187 CASES WITH THE FINES DUE.
 10:12:10AM SO WHEN WE TALKED ABOUT THAT, THE COUNCIL WAS CURIOUS ABOUT
 10:12:14AM WHAT WE COULD DO TO REDUCE THAT AMOUNT OF FINES AND LIENS
 10:12:18AM AND GET MORE PEOPLE INTO COMPLIANCE.

 10:12:20AM SUBSEQUENT TO THAT MEETING, WE SAT DOWN WITH OUR STAFF AND
 10:12:24AM STEVE AND OUR ATTORNEY TO SEE WHAT KIND OF PROCESS WE COULD
 10:12:28AM DO AND SKINNY DOWN THAT LIST.
 10:12:31AM SO OUR ATTORNEY HAS DRAFTED A PROCEDURE THAT WOULD GET US A
 10:12:35AM PROCESS WHERE WE CAN PREVENT THE ACCUMULATION OF MORE CASES
 10:12:39AM AND ALSO GO BACK AND LOOK AT SOME OF THESE OLDER CASES AND
 10:12:42AM SEE IF WE CAN BRING THEM INTO COMPLIANCE, GET THEM TO PAY
 10:12:44AM THE FINES OR POTENTIALLY COME UP WITH A WAY WHERE THEY CAN
 10:12:49AM VOLUNTEER TO HELP RESOLVE SOME OF THE OLDER ITEMS.
 10:12:53AM SO THE WAY IT WOULD WORK IS IF YOU APPROVE THIS, IT WOULD BE
 10:12:57AM AN ADMINISTRATIVE POLICY, AND WE WOULD PUT IT INTO EFFECT
 10:13:00AM IMMEDIATELY.
 10:13:01AM THE CODE ENFORCEMENT MANAGER, STANLEY, WILL KEEP A LIST OF
 10:13:04AM THE RECORDED CODE LIENS, WHICH IS IN YOUR PACKET NOW.
 10:13:09AM WE PUT THE SPREADSHEET TOGETHER.
 10:13:10AM AT THE LAST MEETING, IT WAS A LITTLE CONFUSING.
 10:13:12AM YOU SAID CAN YOU PUT THE SPREADSHEET TOGETHER BUT MAKE SURE
 10:13:15AM YOU INCLUDE THE PROPERTY, THE ADDRESS OF THE PROPERTY, NOT
 10:13:18AM JUST THE OWNER'S ADDRESS AND ALSO THE TYPE OF VIOLATION.
 10:13:23AM SO WE'VE GOT A REVISED LIST THAT INDICATES WHERE THE
 10:13:26AM PROPERTIES ARE LOCATED AND WHAT TYPES OF VIOLATIONS WE'VE
 10:13:30AM GOT.
 10:13:31AM KIND OF A POTPOURRI OF DIFFERENT TYPES.
 10:13:35AM NUISANCE VIOLATIONS WHICH COULD BE JUNK IN THE YARD, COULD
 10:13:38AM BE YOU DIDN'T MOW, YOU HAVE OVERGROWN GRASS.

 10:13:41AM WE HAVE SEVERAL THAT HAVE EXPIRED PERMITS WHERE THEY NEVER
 10:13:44AM GOT A PERMIT AND THEY ARE WORKING WITHOUT PERMITS.

10:13:47AM OCCASIONAL RUNNING A BUSINESS OUT OF YOUR HOUSE TYPE THING.
 10:13:52AM THERE IS A KIND OF VARIETY OF DIFFERENT VIOLATIONS.
 10:13:57AM NONE OF WHICH ARE REALLY MAJOR HEALTH AND SAFETY VIOLATIONS,
 10:14:01AM BUT THERE ARE JUST THAT VARIOUS LIST.
 10:14:04AM SO WHAT WE WOULD DO IS WE'LL -- STANLEY WILL UPDATE THE LIST
 10:14:09AM EVERY QUARTER.
 10:14:10AM AND THEN THE LIENS WILL BE RECORDED.
 10:14:13AM ANY LIENS THAT HAVE BEEN RECORDED FOR AT LEAST A YEAR OR
 10:14:15AM LONGER, WE WILL GO BACK AND LOOK AT THOSE.
 10:14:21AM EXCEPTING THE ONES WITH HOMESTEAD EXEMPTION, WE'LL BE
 10:14:24AM RECOMMENDING TO THE VILLAGE ATTORNEY TO REVIEW THEM AND SEE
 10:14:26AM IF THERE SHOULD BE A FORECLOSURE FILED.
 10:14:28AM THE ATTORNEY WILL REVIEW THE CASES AND THEN HE WILL SEE IF
 10:14:31AM THEY HAVE SUFFICIENT ASSETS THAT WOULD MAKE IT WORTH OUR
 10:14:34AM WHILE TO SATISFY THE LIEN.
 10:14:36AM IF WE ARE GOING TO DO FORECLOSURE, WE WILL PUT AN AGENDA
 10:14:43AM ITEM ON THE CONSENT AGENDA FOR YOU SO YOU KNOW WHAT'S
 10:14:46AM HAPPENING.
 10:14:47AM THAT'S THE WAY WE'RE PROPOSING IT TO WORK.
 10:14:49AM THERE MAY BE CASES WHERE SOMEBODY WILL WANT TO VOLUNTARILY
 10:14:54AM COME INTO COMPLIANCE.
 10:14:55AM THE ATTORNEY CAN NEGOTIATE WITH THEM ON THAT.
 10:14:57AM IF THERE IS SOMETHING THAT A REDUCED LIEN, THAT WILL COME

 10:15:01AM BACK TO COUNCIL FOR APPROVAL BECAUSE IT'S REQUIRED THAT YOU
 10:15:05AM ALL HAVE TO DO THAT TO REDUCE A LIEN.
 10:15:07AM THAT'S KIND OF THE HIGHLIGHT OF HOW THE PROCESS WOULD WORK.
 10:15:11AM IT WILL TAKE SOME TIME TO GO THROUGH THESE.
 10:15:16AM THERE WON'T BE LIKE AN INSTANT REDUCTION.
 10:15:19AM I THINK ONCE WE GET OUR ATTORNEY ON THAT, WE'LL SEE SOME
 10:15:21AM PROGRESS WITH THAT.
 10:15:22AM EITHER BRING PEOPLE INTO COMPLIANCE AND ALSO MAYBE GET SOME
 10:15:26AM FINES PAID.
 10:15:27AM THAT'S OUR PROPOSAL.
 10:15:29AM AGAIN, THE PROCEDURE, THERE'S LIKE A TWO-PAGE POLICY THAT
 10:15:33AM ROB WROTE THAT'S ATTACHED AND THEN THE SPREADSHEET THAT JUST
 10:15:36AM SHOWS YOU THE 187 CASES.
 10:15:38AM ROB KNOWS ALL THE DETAILS IF YOU HAVE ANY QUESTIONS.
 10:15:44AM HE'S GOT IT MEMORIZED.
 10:15:47AM >>Mayor Ribble: ANY QUESTIONS FROM COUNCIL?
 10:15:52AM >>Jim Ward: I DON'T HAVE A QUESTION, PER SE.
 10:15:54AM MARY, I THINK THIS IS A GREAT IMPROVEMENT.
 10:15:56AM I TALKED IN THE PAST ABOUT SOME OF MY CONCERNS WITH RESPECT
 10:16:00AM TO THE TIME THAT THESE LIENS HAVE BEEN IN PLACE AND THE
 10:16:06AM AMOUNT THAT'S BEEN ACCUMULATED, OVER \$5 MILLION.
 10:16:09AM SO I THINK THIS IS A GREAT IMPROVEMENT.
 10:16:11AM THANK YOU.
 10:16:12AM >>Mayor Ribble: I, TOO, APPROVE OF THIS POLICY.

10:16:15AM I THINK IT COMES FROM THE FRUSTRATION THAT THIS COUNCIL HAS

10:16:18AM HAD WATCHING YEAR AFTER YEAR AFTER YEAR OFFENDERS JUST

10:16:22AM IGNORE ALL THE WORK THAT YOU PUT INTO TRYING TO KEEP THE

10:16:26AM VILLAGE LOOKING LIKE IT SHOULD.

10:16:28AM I'M VERY HAPPY WITH THIS PROPOSED POLICY.

10:16:31AM ANY OTHER QUESTIONS?

10:16:36AM >>Jeff Hunt: HOW ARE YOU GOING TO GO ABOUT PRIORITIZATION?

10:16:38AM I SEE THERE ARE SOME COMMERCIAL PROPERTIES THAT ARE WELL

10:16:41AM INTO TRIPLE DIGITS.

10:16:43AM >>Mary Gibbs: WE TALKED ABOUT THAT.

10:16:45AM I THINK WHAT I WANT TO FOCUS ON AND I THINK ROB AGREES IS

10:16:48AM THAT WE WOULD GO BACK AND LOOK AT SOME OF THOSE LARGE SUMS

10:16:52AM OF MONEY AND THE ONES THAT HAVE BEEN ONGOING FOR A LONG

10:16:55AM TIME.

10:16:56AM THE COMMERCIAL PROPERTIES, YOU KNOW, VERSUS SOMEBODY WHO

10:16:58AM MIGHT HAVE A HOMESTEAD PROPERTY.

10:17:00AM AND I THINK WE WOULD LIKE TO START FOCUSING.

10:17:02AM WE'LL GO BACK AND LOOK AT THE REALLY OLD ONES AS WELL.

10:17:06AM I WILL START FOCUSING ON THE BIG-TICKET ITEMS.

10:17:08AM >>Jeff Hunt: AGREE.

10:17:10AM >>Robert Eschenfelder: ESPECIALLY THE GENTLEMAN THAT IS

10:17:12AM RESPONSIBLE FOR, WHAT, 80%.

10:17:15AM ONE THING, MAYOR, THAT I WANT TO GET SOME FEEDBACK FROM THE

10:17:21AM COUNCIL ON AS WE GO FORWARD BECAUSE THIS WILL BE THE

10:17:25AM MANAGER'S ADMINISTRATIVE PROCEDURE, SO YOU'RE NOT APPROVING

10:17:28AM IT, BUT WE WANTED TO GET YOUR FEEDBACK BEFORE HE PUT A

10:17:32AM SIGNATURE ON IT.

10:17:32AM WE NEED TO KNOW -- I NEED TO KNOW, BECAUSE AS I DESCRIBED

10:17:39AM LAST TIME HOW THE PROCESS WORKS, IF I FILE FORECLOSURE ON

10:17:43AM THE LIEN, IT'S GOING TO GET SCHEDULED FOR A FORECLOSURE

10:17:47AM SALE.

10:17:47AM IN OUR OTHER JURISDICTIONS, AND HOW IT A LOT OF TIMES WORKS

10:17:53AM WITH A CITY OR A COUNTY, IS THAT THE CITY OR COUNTY WILL

10:17:56AM APPEAR AT THE AUCTION AND WILL BID THE VALUE OF ITS LIEN,

10:18:02AM BECAUSE WE'RE NOT PAYING ANYTHING.

10:18:04AM IT'S OUR LIEN, SO WE'RE BASICALLY SATISFYING OUR OWN LIEN

10:18:07AM AND PAYING OURSELVES.

10:18:08AM BUT IF WE WIN THE AUCTION AND A LOT OF TIMES WE DO, WE WILL

10:18:14AM OWN THE PROPERTY THAT IS FORECLOSED.

10:18:17AM ARE YOU ALL OKAY WITH THAT?

10:18:21AM >>Vice-Mayor Zalucki: COULD WE MAKE THAT DEPENDENT UPON THE

10:18:24AM ASSESSMENT OF THE MARKET VALUE OF THE PROPERTY?

10:18:27AM DO YOU HAVE SOME WIGGLE ROOM?

10:18:28AM IN OTHER WORDS, WE DON'T WANT TO SPEND MORE THAN THE

10:18:31AM PROPERTY IS WORTH --

10:18:34AM >>Robert Eschenfelder: HOW I WOULD LIKE YOUR DIRECTION TO ME

10:18:38AM TO BE IS IF YOU COULD LET ME, WORKING WITH THE MANAGER ON A
 10:18:43AM CASE-BY-CASE BASIS DECIDE SHOULD WE BID ON THIS PROPERTY, OF
 10:18:47AM COURSE, ONLY UP TO THE VALUE OF OUR LIEN, IS IT SOMETHING
 10:18:50AM THAT IF WE WIN THE BID AND TAKE TITLE TO IT THAT WE COULD
 10:18:57AM REASONABLY FLIP OUT OF OR USE FOR SOME VILLAGE PURPOSE OR

 10:19:02AM WHATEVER, I DON'T THINK IT'S ADVISABLE FOR US TO BID ON A
 10:19:06AM PROPERTY THAT'S FULL OF CONTAMINATED STUFF, BUT THAT'S GOING
 10:19:11AM TO BE A CASE-BY-CASE BASIS.
 10:19:12AM I DO, HOWEVER, WANT TO HAVE THE AUTHORITY FROM YOU ALL TO
 10:19:19AM USE MY JUDGMENT, AGAIN, WORKING WITH THE MANAGER, TO MAKE
 10:19:21AM SURE THAT IF THERE IS SUCH A PROPERTY, THAT I CAN GO AHEAD
 10:19:26AM AND APPEAR AND BID OUR LIEN AMOUNT WITHOUT HAVING TO COME
 10:19:29AM BACK TO COUNCIL.
 10:19:30AM SOMETIMES THE AUCTION GETS SCHEDULED AND IT'S NOT ALWAYS --
 10:19:33AM I'M NOT ALWAYS GOING TO BE ABLE TO BRING THAT BEFORE YOU
 10:19:36AM GUYS.
 10:19:36AM >>Vice-Mayor Zalucki: I WOULD BE VERY COMFORTABLE WITH THAT,
 10:19:38AM ROB.
 10:19:39AM I'M SURE THAT YOU WOULD USE ANY APPROPRIATE RESOURCES LIKE
 10:19:43AM MAYBE A COMMERCIAL REAL ESTATE AGENCY TO UNDERSTAND WHAT THE
 10:19:47AM COMPS ARE, THE MARKET VALUE.
 10:19:49AM >>Robert Eschenfelder: MY FIRM HAS ALL THE SOFTWARE.
 10:19:51AM WE CAN LOOK FOR ASSETS OF THE PERSON, YEAH, THAT'S NOT A
 10:19:54AM PROBLEM.
 10:19:54AM >>Mayor Ribble: GO AHEAD, JIM.
 10:19:56AM >>Jim Ward: HOW OFTEN DO WE END UP BEING THE SECOND OR THIRD
 10:20:01AM PARTY IN A LIEN?
 10:20:03AM >>Robert Eschenfelder: SO IN ONE OF OUR COMMUNITIES, FOR
 10:20:04AM INSTANCE, THAT UP IN PINELLAS THAT HAS A VERY DESIRABLE
 10:20:08AM HISTORIC NEIGHBORHOOD, WITH THE OLD 1920s HOUSES THAT ARE

 10:20:13AM POPULAR, SOME OF THOSE COME INTO FORECLOSURE AND WE ACTUALLY
 10:20:18AM GET OUTBID WHICH WE WANT.
 10:20:21AM ALL WE WANT IS THE CHECK.
 10:20:22AM SOME INVESTOR COMES IN, BECAUSE NOW IT'S BEING FORECLOSED
 10:20:27AM UPON WITH SOMEBODY WITH AUTHORITY TO FORECLOSE, AND THEY PUT
 10:20:30AM DOWN A BID THAT EXCEEDS US.
 10:20:32AM OUTSIDE OF THAT, SOMETIMES COMMERCIAL PROPERTIES, IF IT'S A
 10:20:36AM COMMERCIAL PROPERTY, AN INVESTOR WILL COME IN AND SAY I SEE
 10:20:40AM THE CITY HAS THIS AMOUNT IN ITS LIEN, BUT I FEEL IT IS WORTH
 10:20:44AM EVEN MORE, SO I'LL BID EVEN MORE.
 10:20:47AM THAT'S FINE BECAUSE I'M NOT BIDDING A PENNY PAST OUR LIEN.
 10:20:53AM BUT IF IT'S OTHER PROPERTY, LIKE IF IT IS A RESIDENTIAL
 10:20:57AM PROPERTY AND IT'S WORTH \$74,000 AND IT'S GOT \$280,000 WORTH
 10:21:04AM OF OUR CODE LIENS ON IT, WE'RE GOING TO WIN BECAUSE NOBODY
 10:21:08AM IS GOING TO BID BEYOND OUR LIEN.
 10:21:12AM SO WE'LL END UP OWNING THAT PARCEL.

10:21:15AM THAT'S WHERE I'LL HAVE TO TALK TO THE MANAGER ABOUT, DO WE
 10:21:17AM HAVE AN INTEREST IN OWNING THIS?
 10:21:21AM THE OTHER SIDE OF THAT IS IF WE DON'T BID, SOME INVESTOR
 10:21:25AM WILL COME IN AND BID SOMETHING.
 10:21:29AM SO THAT SOMETHING MAY BE \$10,000, AND THAT'S ALL THE VILLAGE
 10:21:34AM WOULD GET PAID IN FORECLOSING OUR LIEN.
 10:21:38AM DID THAT ANSWER YOUR QUESTION?
 10:21:39AM >> YES.
 10:21:39AM >>Mayor Ribble: CAN WE GET A CONSENSUS FOR OUR ATTORNEY TO

 10:21:44AM MOVE FORWARD IN THAT MANNER?
 10:21:46AM >> YES.
 10:21:46AM >>Mayor Ribble: ALL RIGHT.
 10:21:47AM THERE YOU GO.
 10:21:47AM >>Robert Eschenfelder: THANK YOU.
 10:21:49AM >>Mayor Ribble: DO WE HAVE PUBLIC COMMENT ON THIS?
 10:21:51AM >>Carol Sacco: NO PUBLIC COMMENT.
 10:21:52AM >>Mayor Ribble: IN THAT CASE, WE'LL GO TO 12B, WHICH IS THE
 10:21:56AM LIVE LOCAL STATE LEGISLATION.
 10:22:00AM STEVE, WOULD YOU LIKE TO INTRODUCE THIS?
 10:22:04AM >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 10:22:06AM THE VILLAGE, LIKE ALL RESIDENTS IN THE STATE, ARE AFFECTED
 10:22:12AM BY STATE LEGISLATION.
 10:22:16AM COUNCIL IS AWARE, BUT THE PUBLIC SHOULD BE AWARE THAT LAST
 10:22:21AM YEAR, THE YEAR BEFORE, THERE WAS LEGISLATION PASSED CALLED
 10:22:24AM LIVE LOCAL.
 10:22:26AM THE WHOLE IDEA BEHIND THIS STATE LEGISLATION WAS TO PROMOTE
 10:22:32AM AFFORDABLE HOUSING THROUGHOUT THE STATE.
 10:22:36AM WE WANTED TO PROVIDE A QUICK BRIEFING NOT ONLY TO THE
 10:22:40AM VILLAGE COUNCIL, BUT ALSO TO THE PUBLIC TO LET YOU KNOW
 10:22:43AM ABOUT THE RAMIFICATIONS OF THIS AND WHAT WE'RE SEEING IN
 10:22:49AM TERMS OF ACTIVITY IN THE DEVELOPERS MARKETS THAT ARE COMING
 10:22:54AM IN KNOCKING ON THE DOOR WANTING TO APPLY THIS LEGISLATION TO
 10:22:58AM CERTAIN PROPERTIES IN THE VILLAGE.
 10:22:59AM I WOULD LIKE MARY TO COME FORWARD AND TALK ABOUT THE

 10:23:04AM CONTACTS SHE'S HAD WITH SOME OF THE DEVELOPERS AND EXAMPLES
 10:23:08AM OF SOME OF THE PROPERTIES THAT MIGHT BE AFFECTED BY THIS AND
 10:23:12AM WHAT IT MIGHT MEAN.
 10:23:14AM ESSENTIALLY, WE ALL HAVE CONCERNS ABOUT THE NUMBER OF
 10:23:18AM APARTMENTS GOING UP AROUND.
 10:23:21AM THIS IS A STATE PROGRAM THAT COULD ACTUALLY PROMOTE FAR MORE
 10:23:28AM APARTMENTS COMING UP IN THE AREA THAN WE HAVE ALREADY.
 10:23:31AM MARY, IF YOU WOULD.
 10:23:35AM >>Mary Gibbs: IT'S INTERESTING THAT THIS LEGISLATION HAS
 10:23:37AM BEEN IN EFFECT FOR A FEW YEARS, BUT NOT THAT MANY PEOPLE
 10:23:41AM KNOW ABOUT IT, PARTICULARLY IN THE PUBLIC.
 10:23:43AM THE LEGISLATION HAS BEEN AMENDED ALSO OVER THE YEARS TO

10:23:47AM BECOME EVEN MORE BROAD REACHING.
 10:23:50AM SO THERE ARE SOME RAMIFICATIONS TO US AND ALSO COUNTIES AND
 10:23:55AM OTHER CITIES AS WELL.
 10:23:56AM WHAT THE LEGISLATION DOES IS IT SAYS IF YOU HAVE PROPERTY
 10:24:01AM THAT'S ZONED COMMERCIAL OR ZONED INDUSTRIAL OR ZONED MIXED
 10:24:05AM USE AND YOU WANT TO DO MULTIFAMILY HOUSING, LIKE A RENTAL
 10:24:10AM APARTMENTS, YOU CAN DO THAT.
 10:24:11AM YOU DON'T HAVE TO REZONE YOUR PROPERTY.
 10:24:12AM SO ANY PROPERTY THAT'S COMMERCIAL CAN JUST BECOME APARTMENTS
 10:24:18AM IF IT QUALIFIES FOR LIVE LOCAL WITH JUST AN ADMINISTRATIVE
 10:24:21AM REVIEW BY STAFF.
 10:24:22AM ANY REZONING THAT WOULD GO TYPICALLY TO PLANNING ZONING AND
 10:24:27AM DESIGN BOARD FOR RECOMMENDATION AND THEN COME TO COUNCIL FOR

 10:24:30AM DECISION, THAT IS PREEMPTED BY THE NEW STATE -- OR STATE
 10:24:34AM LEGISLATION.
 10:24:34AM WHAT IT SAYS IS, THERE ARE RESTRICTIONS ON WHAT TYPE OF
 10:24:42AM HOUSING IT IS.
 10:24:42AM THE HOUSING, IF A DEVELOPER IS PROPOSING IT, THEN 40% OF
 10:24:47AM THEIR UNITS THAT THEY ARE PROPOSING HAVE TO BE AFFORDABLE.
 10:24:51AM AND THERE IS A 30-YEAR TIME PERIOD OF AFFORDABILITY.
 10:24:55AM IT'S LIMITED TO A CERTAIN HOUSEHOLD MEDIAN INCOME.
 10:24:58AM BUT THE MEDIAN INCOME IS PRETTY HIGH.
 10:25:01AM IT'S LIKE 80 TO 120 PERCENT OF WHAT THE COUNTY MEDIAN INCOME
 10:25:06AM IS.
 10:25:06AM COUNTY MEDIAN INCOME IS \$92,000.
 10:25:09AM SO WHEN YOU'RE TALKING ABOUT AFFORDABLE HOUSING, AND
 10:25:11AM SOMETIMES PEOPLE THINK, OH, IT'S SECTION 8 OR LOW INCOME
 10:25:15AM HOUSING, IT'S NOT REALLY LOW-INCOME HOUSING.
 10:25:17AM IT'S MORE LIKE A WORKFORCE HOUSING.
 10:25:19AM WHEN YOU EQUATE INTO LIKE A RENTAL, WHAT A MONTHLY RENTAL IT
 10:25:24AM WOULD BE, IT DEPENDS ON THE SIZE OF YOUR FAMILY BUT COULD BE
 10:25:27AM UP TO 2500 OR 2700 A MONTH WOULD BE CONSIDERED AFFORDABLE
 10:25:31AM UNDER THIS CRITERIA.
 10:25:32AM AGAIN, DEVELOPER HAS TO HAVE 40% FOR 30 YEARS.
 10:25:37AM SO THERE ARE AGREEMENTS THAT HAVE TO BE DONE AND OUR
 10:25:39AM ATTORNEY IS FAMILIAR WITH THEM AND WOULD BE HELPING US WITH
 10:25:41AM THAT.
 10:25:42AM BUT THE DENSITY THAT'S ALLOWED IS BASICALLY SUPERSEDED.

 10:25:48AM AND THE LAW SAYS THAT THE DENSITY YOU COULD GIVE WOULD BE
 10:25:50AM THE HIGHEST ALLOWED IN YOUR COMPREHENSIVE PLAN, WHICH IN OUR
 10:25:53AM CASE IS 21 UNITS AN ACRE.
 10:25:55AM IF SOMEBODY COMES IN AND THEY WANT TO BUILD AN APARTMENT
 10:25:58AM COMPLEX, THEY COULD GET 21 UNITS AN ACRE IF THEY CAN MEET
 10:26:04AM OPEN SPACE, PARKING, STORMWATER, AND ALL THOSE OTHER RULES.
 10:26:07AM SOME OF THE RULES APPLY, SOME OF THE RULES ARE PREEMPTED BY
 10:26:09AM THE STATE.

10:26:10AM THE HEIGHT IS INTERESTING BECAUSE THE HEIGHT SAYS YOU CAN DO
 10:26:16AM THREE STORY NO MATTER WHAT, BUT IF THERE'S ANYTHING TALLER
 10:26:19AM THAN THAT, A COMMERCIAL OR A RESIDENTIAL BUILDING TALLER
 10:26:23AM THAN THAT WITHIN A ONE-MILE RADIUS OR CIRCLE OF YOUR
 10:26:26AM PROPERTY, THEN YOU CAN DO THAT HEIGHT.
 10:26:27AM SO THERE ARE A COUPLE OF CASES IN COLLIER COUNTY, I THINK
 10:26:31AM SEVEN STORY BUILDINGS, CAPE CORAL HAS A HIGHER HEIGHT.
 10:26:36AM COUNTY HAS SOME HIGHER HEIGHTS.
 10:26:38AM IN OUR CASE, THREE STORY IS KIND OF THE AVERAGE, BUT THERE
 10:26:41AM ARE CASES WHERE YOU COULD BUILD HIGHER.
 10:26:43AM YOU COULD DO LIKE YOU WERE DOWN BY WEST BAY WHERE THEY HAVE
 10:26:47AM THE TOWERS.
 10:26:48AM YOU COULD DO 22 STORIES AND 21 UNITS AN ACRE.
 10:26:52AM SO IT'S A LITTLE BIT DAUNTING.
 10:26:53AM BUT IN ESTERO, THERE IS A PROVISION IN THE LEGISLATION THAT
 10:26:59AM SAYS IF YOU DON'T HAVE A LOT OF COMMERCIAL IN YOUR CITY,
 10:27:03AM THEN YOU CAN REQUIRE THE PROPOSAL TO BE MIXED USE.

10:27:08AM SO THEY WOULD BE ABLE TO DO MULTIFAMILY, BUT THEY'D HAVE TO
 10:27:12AM HAVE 10% OF THE SQUARE FOOTAGE AS NONRESIDENTIAL.
 10:27:15AM IT'S A LITTLE BIT OF A MIXED USE, BUT NOT EXTENSIVE.
 10:27:20AM AND THEN AGAIN, AS I MENTIONED, ALL THE OTHER CODE
 10:27:23AM REQUIREMENTS WOULD APPLY.
 10:27:26AM IN SOME CASES WHERE WE HAVE INQUIRIES, PEOPLE HAVE WANTED TO
 10:27:29AM DO SEVERAL HUNDRED UNITS.
 10:27:31AM ONCE THEY LOOK AT THE PROPERTY, THEY CAN'T REALLY MAKE ALL
 10:27:35AM THE OTHER THINGS WORK.
 10:27:36AM SO, AGAIN, IT WILL BE REVIEWED BY THE STAFF.
 10:27:41AM PEOPLE IN THE PUBLIC WON'T KNOW ABOUT IT.
 10:27:44AM IT DOESN'T GO TO ANY HEARINGS.
 10:27:45AM IT'S NOT A VERY TRANSPARENT PROCESS.
 10:27:49AM JUST TO TELL YOU, OVER THE YEARS, OVER THE PAST COUPLE OF
 10:27:52AM YEARS, WE'VE HAD A FEW CALLS, AND I PUT THEM IN THE CATEGORY
 10:27:56AM OF PEOPLE THAT CALL MULTIPLE CITIES AND COUNTIES.
 10:28:01AM THEY ARE TRYING TO SEE WHERE THEY CAN GET THE HIGHEST
 10:28:03AM DENSITY.
 10:28:03AM SO WHEN THEY CALL US, BUT THEN THEY FIND OUT THEY CAN GET A
 10:28:07AM HIGHER DENSITY IN CAPE CORAL, THEY MIGHT GO THERE.
 10:28:10AM THEY ARE JUST SORT OF GENERAL INQUIRIES.
 10:28:12AM NOW WE HAVE BEEN GETTING MORE SPECIFIC INQUIRIES RELATED TO
 10:28:15AM CERTAIN PROPERTIES.
 10:28:16AM THOSE ARE THE PROPERTIES I PUT ON THE MAP JUST WHERE WE HAVE
 10:28:20AM RECEIVED SOME CALLS OR WE'VE GOTTEN SOME WRITTEN REQUESTS

10:28:24AM FOR ZONING INFORMATION OF HOW MANY UNITS THEY CAN GET AND
 10:28:27AM WHAT THE HEIGHT WOULD BE.
 10:28:29AM ONE OF THEM ON THE MAP IS LOCATED ACROSS FROM THE HCA
 10:28:31AM PROPERTY ON U.S. 41 IN FRONT OF PELICAN SOUND.

10:28:35AM AND THAT IS ZONED MIXED USE PLANNED DEVELOPMENT NOW, SO THAT
 10:28:39AM WOULD BE ELIGIBLE TO BE A LIVE LOCAL IF YOU HAD THE
 10:28:43AM DEVELOPER THAT DOES THE TYPE OF PROJECT.
 10:28:45AM ANOTHER PROPERTY WE GOT A CALL ON WAS OVER BY THE HERTZ
 10:28:49AM CORPORATE OFFICE ON WILLIAMS ROAD.
 10:28:51AM THEY HAVE A VACANT PIECE OF PROPERTY ON THEIR EASTERN SIDE
 10:28:56AM THAT'S ZONED COMMERCIAL.
 10:28:58AM SO WE'VE BEEN TELLING PEOPLE THE IDEA WAS TO HAVE THAT BE
 10:29:01AM SOME MORE CORPORATE OFFICE SPACE, BUT NOW WE'RE GETTING A
 10:29:05AM LOT OF CALLS AND ASKING FOR APARTMENTS FOR LIVE LOCAL.
 10:29:09AM INTERESTINGLY, THE DOWNTOWN ESTERO PROPERTY, I GOT A CALL,
 10:29:13AM EVEN THOUGH WE KNOW THAT PROPERTY IS UNDER DEVELOPMENT
 10:29:15AM BECAUSE IT'S BEEN CLEARED, AND THEY ALREADY HAVE APPROVAL
 10:29:19AM FOR APARTMENTS, NOT LIVE LOCAL, JUST APARTMENTS.
 10:29:23AM AND WE GOT A CALL, AND WE'RE TOLD THEY ARE LOOKING AT THE
 10:29:26AM OPTION.
 10:29:27AM BUT WE DON'T HAVE VERIFICATION OF THAT.
 10:29:30AM THAT SEEMED ODD SINCE ALREADY UNDER CONSTRUCTION WHY YOU
 10:29:34AM WOULD DO THAT.
 10:29:35AM BUT JUST TO LET YOU KNOW.
 10:29:36AM THERE WAS A PROJECT ACROSS FROM THE PROTON CENTER AT ESTERO

 10:29:41AM PARKWAY AND THREE OAKS THAT'S BEEN OWNED BY ALAN FREEMAN FOR
 10:29:45AM PROBABLY 30 YEARS, WE GOT AN INQUIRY ABOUT LIVE LOCAL FOR
 10:29:50AM THAT PROPERTY.
 10:29:51AM RECENTLY I WAS CONTACTED BY SOME CONSULTANTS THAT I THINK
 10:29:54AM ARE JUST GOING TO DO REGULAR APARTMENTS, NOT LIVE LOCAL.
 10:29:58AM I JUST HEARD THAT YESTERDAY.
 10:30:00AM BUT THESE ARE NOT THE ONLY PROPERTIES THAT WOULD BE
 10:30:03AM CONSIDERED ELIGIBLE.
 10:30:05AM THERE ARE -- ANYTHING THAT'S GOT A MIXED USE COMPONENT OR
 10:30:08AM COMMERCIAL OR INDUSTRIAL CAN BE CONSIDERED ELIGIBLE.
 10:30:12AM I WAS JUST HIGHLIGHTING THE ONES THAT I GOT INQUIRIES ON.
 10:30:15AM IT DOESN'T MEAN THESE ARE GOING TO GO FORWARD BECAUSE THEY
 10:30:19AM HAVE A LOT OF FACTORS TO CONTINUE, BUT THERE COULD BE OTHER
 10:30:21AM PROPERTIES AS WELL.
 10:30:23AM SO WE WANTED TO MAKE SURE PEOPLE WERE AWARE BECAUSE THIS IS
 10:30:26AM SOME PRETTY SIGNIFICANT LEGISLATION.
 10:30:30AM >>Mayor Ribble: ANY QUESTIONS?
 10:30:33AM >>Jeff Hunt: I KNOW WE TALKED ABOUT THIS YESTERDAY IN THE
 10:30:36AM BRIEFING.
 10:30:36AM I APPRECIATE THE THOROUGHNESS OF THE BRIEFING.
 10:30:39AM SOMETHING HAS BOTHERED ME SINCE THEN.
 10:30:41AM WHAT WAS THE MOTIVATION BY LEGISLATION, IF YOU KNOW AT ALL,
 10:30:43AM HOW DOES IT BENEFIT THE COMMUNITY TO ALLOW SOMEONE TO BUILD
 10:30:46AM A 37 STORY BUILDING NEXT TO ANOTHER ONE?
 10:30:52AM >>Mary Gibbs: I THINK THE PREMISE OF THE LEGISLATION

10:30:55AM INITIALLY SEEMED LIKE IT WAS GOOD BECAUSE THE IDEA BEHIND IT
 10:30:59AM WAS WHEN THEY CALL IT LIVE LOCAL, THAT MEANS, YOU KNOW,
 10:31:03AM LET'S SAY I WORK IN ESTERO, IT WOULD BE GREAT IF I COULD
 10:31:06AM LIVE IN ESTERO AND DON'T HAVE TO COMMUTE.
 10:31:07AM I THINK THE SPONSOR OF THE LEGISLATION IS FROM NAPLES.
 10:31:11AM A LOT OF PEOPLE CAN'T AFFORD TO LIVE IN NAPLES, AND THEY
 10:31:15AM DRIVE FROM LEE COUNTY TO NAPLES TO GO TO WORK EVERY MORNING.
 10:31:18AM SO YOU'RE DRIVING AN HOUR TO GET TO WORK BECAUSE YOU CAN'T
 10:31:22AM AFFORD TO LIVE THERE.
 10:31:23AM I THINK THE PREMISE IS, TAKE THAT FOR AN EXAMPLE, YOU SHOULD
 10:31:27AM BE ABLE TO LIVE IN COLLIER COUNTY AND YOU DON'T CLOG UP THE
 10:31:30AM ROADS AND WE ARE IN THE VORTEX OF PEOPLE COMMUTING BOTH
 10:31:33AM WAYS.
 10:31:33AM I THINK THE PREMISE OF IT WAS GOOD, BUT THE EXECUTION HAS
 10:31:36AM BECOME A LITTLE PROBLEMATIC BECAUSE IT DOESN'T REALLY -- IT
 10:31:40AM SORT OF IGNORES WHAT SOME OF THE NEIGHBORS' CONCERNS AND
 10:31:43AM SOME COMPATIBILITY ISSUES THAT YOU WOULD NORMALLY LOOK AT
 10:31:46AM WHEN YOU DO A REZONING, THEY DON'T COUNT ANYMORE.
 10:31:52AM >>Jon McLain: ARCHITECTURALLY, WILL WE HAVE ANY CONTROL
 10:31:55AM ABOUT THAT TO STAY WITHIN OUR LOOK THAT WE'RE LOOKING FOR?
 10:31:59AM >>Mary Gibbs: THE LANGUAGE IN THE LEGISLATION SAYS ALL THE
 10:32:02AM OTHER CODE PROVISIONS APPLY.
 10:32:04AM SO ARCHITECTURAL DESIGN IS IN OUR LAND DEVELOPMENT CODE.
 10:32:08AM SO I WOULD SAY YES.
 10:32:10AM >>Jon McLain: OKAY.

 10:32:11AM GOOD.
 10:32:12AM >>Mayor Ribble: DOESN'T THAT ALWAYS LEAD TO A MORE EXPENSIVE
 10:32:14AM PRODUCT WHEN WE'RE TALKING ABOUT ESTERO?
 10:32:16AM DOES IT FIT INTO THE CATEGORY OF THE LIVE LOCAL IDEA OF
 10:32:20AM MAKING IT MORE AFFORDABLE?
 10:32:23AM >>Mary Gibbs: I THINK YOU CAN COMPLY WITH THE DESIGN
 10:32:28AM GUIDELINES FOR MULTIFAMILY WITHOUT IT BEING EXTENSIVE.
 10:32:31AM SOMETIMES IT GOES TO PLANNING AND ZONING AND THEY ADD A FEW
 10:32:34AM EXTRA THINGS.
 10:32:35AM SO IT MIGHT BE LIKE A MORE SCALED DOWN VERSION.
 10:32:37AM THAT'S WHAT I ANTICIPATE WOULD PROBABLY --
 10:32:41AM >>Mayor Ribble: COULD WE STILL REQUIRE BLOCK CONSTRUCTION?
 10:32:44AM >>Mary Gibbs: WE'RE LOOKING INTO THAT.
 10:32:47AM >>Robert Eschenfelder: YOU REQUIRE IT RIGHT NOW LARGELY
 10:32:50AM THROUGH NEGOTIATED AND AGREED REZONING REQUESTS.
 10:32:54AM THAT'S USUALLY HOW IT HAS COME UP.
 10:32:56AM BUT IT DOESN'T CURRENTLY LIVE IN YOUR CODE.
 10:32:59AM SO WE DISCUSSED THAT RECENTLY, A FEW DAYS AGO WITH THE
 10:33:04AM MANAGER, AND THE MANAGER DIRECTED ME TO COME BACK WITH AN
 10:33:07AM ORDINANCE THAT WE WILL PUT IT IN OUR CODE.
 10:33:09AM OF COURSE, WE'LL HAVE TO MAKE THE EFFECTIVE DATE TIED INTO
 10:33:14AM SENATE BILL 180 WHICH MAY OR MAY NOT BE REVISED TO BE 2026

10:33:20AM INSTEAD OF 2027.
 10:33:21AM WE'LL SEE.
 10:33:22AM IN ANY EVENT, WE'RE GOING TO PUT IT IN THE CODE TO WHERE IT

 10:33:26AM WON'T EVEN HAVE TO BE NEGOTIATED.
 10:33:28AM IT'S JUST THIS IS OUR REQUIREMENT.
 10:33:32AM >>Mayor Ribble: JIM.
 10:33:33AM >>Jim Ward: IT SORT OF PRESENTS AN INTERESTING DILEMMA IN
 10:33:36AM THAT YOU WANT TO PROVIDE WORKFORCE HOUSING IN THE COMMUNITY,
 10:33:39AM BUT YOU ALSO WANT TO STAY WITHIN THE STANDARDS THAT ESTERO
 10:33:43AM HAS DEVELOPED OVER THE YEARS TO BE THE COMMUNITY THAT WE
 10:33:48AM ARE.
 10:33:48AM THE THING THAT IS OF INTEREST TO ME, IT'S GOING TO BE AN
 10:33:52AM ECONOMIC DECISION FOR THE DEVELOPER BECAUSE HE'S GOING TO
 10:33:55AM HAVE TO LOOK AT THE DENSITY THAT HE CAN GET OUT OF IT VERSUS
 10:33:59AM THE RENTS CONTROLLED AND PUT IN PLACE.
 10:34:04AM PUTS MORE UNITS IN PLACE, LOWER RENTS, VERSUS LESSER UNITS
 10:34:08AM AND HIGHER RENTS, HE'S GOT A FINANCIAL MODEL THAT HE HAS TO
 10:34:12AM LOOK AT AND MAKE A DECISION ON.
 10:34:14AM INTERESTING SITUATION THAT WE APPARENTLY DON'T HAVE MUCH
 10:34:20AM CONTROL OVER.
 10:34:23AM >>Mayor Ribble: ANYTHING ELSE?
 10:34:25AM >>Vice-Mayor Zalucki: THANK YOU, MAYOR.
 10:34:26AM MARY AND STEVE AND ROB, THANK YOU FOR BRINGING US UP TO DATE
 10:34:30AM WITH THESE ISSUES.
 10:34:33AM AFTER THINKING ABOUT IT, I'M NOT OVERLY CONCERNED ABOUT
 10:34:37AM THIS.
 10:34:37AM IT SOUNDS KIND OF SCARY WHEN YOU FIRST LOOK AT IT AND THERE
 10:34:41AM ARE SOME NUANCES THAT WE CERTAINLY SHOULD BE AWARE OF.

 10:34:44AM REALLY, MY FEELING IS THAT THE MARKETPLACE AND LAND
 10:34:47AM ACQUISITION COSTS IN ESTERO ARE GOING TO PREVENT -- AND
 10:34:51AM COUPLED WITH NO COMPROMISE ON ARCHITECTURE AND DESIGN
 10:34:56AM THROUGH OUR VILLAGE, IF WE CAN MAINTAIN THAT, I THINK WE'RE
 10:34:59AM GOING TO BE IN A PRETTY GOOD SPOT.
 10:35:00AM I THINK, MAYOR, YOU ARTICULATED IT WELL THAT BASED ON THOSE
 10:35:04AM FACTORS, YOU KNOW, THESE DEVELOPERS LOOK AT THE BOTTOM LINE.
 10:35:09AM THEY ARE GOING TO BE MORE APT TO GO TO A COMMUNITY WHERE
 10:35:12AM THEY CAN GET LOWER PRICED LAND COSTS AND, OF COURSE, THEY
 10:35:16AM DON'T HAVE THE STANDARDS WITH ARCHITECTURE AND DESIGN THAT
 10:35:18AM WE HAVE HERE IN ESTERO.
 10:35:19AM SO I THINK THOSE ARE KIND OF THE LAYERS OF DEFENSE FOR US TO
 10:35:23AM FEEL COMFORTABLE THAT WE'RE GOING TO MAINTAIN OUR THEME HERE
 10:35:27AM IN ESTERO MOVING FORWARD WITH EVEN THESE INTERESTING NEW
 10:35:31AM LAWS THAT WE HAVE TO TANGLE WITH.
 10:35:35AM THANK YOU.
 10:35:36AM >>Mayor Ribble: ANYTHING ELSE?
 10:35:38AM ANY PUBLIC COMMENT?

10:35:39AM >>Carol Sacco: NO PUBLIC COMMENT.
10:35:40AM >>Mayor Ribble: IN THAT CASE, IF THERE'S NOTHING FURTHER,
10:35:42AM MAY I HAVE A MOTION TO ADJOURN?
10:35:45AM >>Rafael Lopez: SO MOVED.
10:35:47AM >>Mayor Ribble: MR. HUNT AND MR. LOPEZ.
10:35:48AM THANK YOU, EVERYONE.

DISCLAIMER:
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PROCEEDINGS MAY NEED TO HIRE A COURT REPORTER.



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September 30, 2024

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Executive Director/CEO



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

2/12/2026

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **Village of Estero** for its annual comprehensive financial report for the fiscal year ended September 30, 2024. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 25,000 members and the communities they serve.

203 NORTH LASALLE STREET, SUITE 2700, CHICAGO, ILLINOIS 60601-1210

THE VILLAGE OF ESTERO *PROCLAMATION*

WHEREAS, the Village of Estero has experienced severe weather in the past in the form of extreme rainfall or hurricanes, resulting in flooding both coastal and riverine areas, and this flooding has caused damage and flood losses to homes and buildings whether they are high-risk special flood hazard areas or low to moderate risk flood zones; and

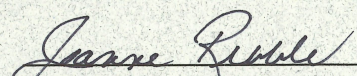
WHEREAS, the Village of Estero is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

WHEREAS, the reduction of loss of life and property damage can be achieved when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

WHEREAS, public education and awareness of potential weather hazards and methods of protection are critical to the health, safety and welfare of residents. The Florida Floodplain Managers Association has declared the week of March 9th-15th, 2026, as Flood Awareness Week to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and how to prepare for emergencies.

NOW, THEREFORE, the Village of Estero, proclaims in coordination with Lee County and local area municipalities, March 9th-15th, 2026, as FLOOD AWARENESS WEEK IN THE VILLAGE OF ESTERO and further encourages the citizens of the Village of Estero to increase their knowledge of how to protect themselves and their property from flooding.

IN WITNESS THEREFORE, I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this 4th day of March 2026.


Joanne Ribble, Mayor



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 18, 2026 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor Kevin Morris Estero Community Church

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Mayor Joanne Ribble - District 1, Councilmember 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.
Excused Absence: Councilmember Jeff Hunt- District 2

Also present

Village Manager Steve Sarkozy, Village Attorney Robert Eschenfelder, Public Works Director David Willems, Finance Director Kevin Greenville, Deputy Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

2. LETTER OF RECOGNITIONS

- (a)** Anny Sanchez/Estero High School
- (b)** Mackenzie Lehigh /Bonita Springs High School

3. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

Motion by: Councilmember McLain

Seconded by: Councilmember Lopez

Action: Approved agenda.

Vote: (Roll Call)

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

Nay:

Abstentions:

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

None

5. CONSENT AGENDA

(a) February 4, 2026 Village Council Meeting Minutes

Motion: Motion to approve consent agenda.

Motion by: Councilmember McLain

Seconded by: Vice Mayor Zalucki

Action: Approved consent agenda.

Vote: (Roll Call)

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

Nay:

Abstentions:

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None

7. ACTIONS

(a) Williams Road and Atlantic Gulf Blvd Amendment 02

Staff Presentation/Comments

Steve Sarkozy, Village Manager

David Willems, Public Works Director

Robert Eschenfelder, Village Attorney

Council Questions or Comments

Councilmembers Ward, McLain, and Vice Mayor Zalucki

Public Comments

None

Motion: 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 and 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.

Motion by: Councilmember Fayhee

Seconded by: Councilmember Ward

Action: Approved 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 and 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.

Vote: (Roll Call)

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

Nay:

Abstentions:

- (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.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Robert Eschenfelder, Village Attorney

Kevin Greenville, Finance Director

Council Questions or Comments

Vice Mayor Zalucki and Mayor Ribble

Public Comments

None

Motion: Motion to adopt Resolution No. 2026-01.

Motion by: Councilmember Lopez

Seconded by: Vice Mayor Zalucki

Action: Adopted Resolution No. 2026-01.

Vote: (Roll Call)

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

Nay:

Abstentions:

(c) EC26017 Bond Counsel Agreement

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Council Questions or Comments

None

Public Comments

None

Motion: 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.

Motion by: Councilmember Lopez

Seconded by: Vice Mayor Zalucki

Action: Approved 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.

Vote: (Roll Call)

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

Nay:

Abstentions:

8. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

Vice Mayor Zalucki

9. VILLAGE ATTORNEY'S REPORT

None

10. VILLAGE MANAGER'S REPORT

Steve Sarkozy, Village Manager

Staff Presentation/Comments

David Willems, Public Works Director

Adjourn Regular Session at 10:00 am and Convene Workshop Items at 10:00 am

11. WORKSHOP

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

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Presentation

Douglas Hattaway, AICP, Southeast Region Conservation Director Trust Public Land

Council Questions or Comments

Councilmembers McLain, Ward, and Vice Mayor Zalucki

Public Comments

In-Person

Beth Castro, Lighthouse Bay

Helen Gunther, Pelican Landing

Steve Gunther, Pelican Landing

eComment

Emerrita Brochin, Estero River Heights

A consensus to continue to another workshop.

12. ADJOURNMENT at 10:58 am

Motion by Councilmember Fayhee

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
March 4, 2026

Agenda Item:

Financial Report for the month ended January 31, 2026.

Description:

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

- *Ad valorem (real estate) taxes:* January is the third month of ad valorem taxes being remitted to the Village from the Lee County Tax Collector. In January, the Village received 3.8%, or \$269,745 of the annual budgeted ad valorem taxes. Year-to-date collections total 92% of the budgeted amount.
- *General Fund:* Revenue Sharing Sales Tax (24%), and State Revenue Sharing Fuel Tax (22%) began strong this fiscal year. Half-Cent Sales Tax (22%) totaled \$856,351 all received through January.
- *Reserved Funds:* In March of 2024, Council adopted a comprehensive update to Village financial policies. Included in this was an update to reserve policy as follows:

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

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

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

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

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

- *Available funds:* total funds categorized as available are \$32,683,594 which includes the General Fund Capital Projects reserve of \$9,854,471.

Action Requested:

Accept financial reports.

Financial Impact:

There is no financial impact of this report.

Prepared by: Kevin Greenville, CPA Finance Director

Attachments:

1. January 31, 2026, Budget Report All Funds
2. January 31, 2026, Available Funds Report



Village of Estero
Budget Report All Funds
For Month Ending January 2026

Account Description		Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
Revenue						
001-General Fund						
311000	Ad Valorem Taxes	-269,745.18	-6,533,361.09	-7,082,720.00	-549,358.91	92.24%
312410	Local Option Gas Tax-1-6 Cent	-49,716.41	-146,960.84	-625,000.00	-478,039.16	23.51%
315200	Local Communications Srvs Tax	-94,852.64	-276,280.56	-1,125,000.00	-848,719.44	24.56%
316000	Local Business Tax	-785.35	-3,288.42	-25,000.00	-21,711.58	13.15%
323100	Franchise Fees-Electric	-202,228.77	-724,165.75	-2,950,000.00	-2,225,834.25	24.55%
323400	Franchise Fees-Natural Gas	-9,857.88	-24,550.86	-137,500.00	-112,949.14	17.86%
323700	Franchise Fees-Solid Waste	0.00	-45,547.97	-125,000.00	-79,452.03	36.44%
329500	ROW Permits	-750.00	-750.00	-1,000.00	-250.00	75.00%
331500	Federal Grant - Econ Environ	0.00	-170,444.00	0.00	170,444.00	0.00%
334400	State Grant - Transportation	0.00	0.00	-152,500.00	-152,500.00	0.00%
335140	Rev Sharing-Mobile Home Lic Tx	-679.10	-2,498.70	-3,750.00	-1,251.30	66.63%
335150	Rev Sharing-Alcohol Beverage Tx	0.00	-734.16	-31,250.00	-30,515.84	2.35%
335160	Rev Sharing-Sales Tax	-66,314.81	-202,198.52	-850,000.00	-647,801.48	23.79%
335180	Rev Sharing-1/2 Cent Sales Tax	-297,147.98	-856,351.51	-3,925,000.00	-3,068,648.49	21.82%
335430	Rev Sharing-Fuel Tax	-13,969.46	-43,093.29	-195,000.00	-151,906.71	22.10%
341300	Administrative Fee	-9,211.44	-107,961.86	-150,000.00	-140,788.56	6.14%
341301	Cost Recovery-Admin Charge	0.00	-2,000.00	-15,000.00	-13,000.00	13.33%
341900	Dev & Zoning-Fixed Fees	-13,000.00	-56,750.00	-52,500.00	4,250.00	108.10%
341909	Dev & Zoning-Cost Recovery Fee	-3,463.20	-36,241.20	-90,500.00	-54,258.80	40.05%
342500	Code Comp & Contractor License	-3,000.00	-3,000.00	-45,000.00	-42,000.00	6.67%
359000	Fines & Forfeitures	-2,799.87	-10,540.67	-250.00	10,290.67	4216.27%
361100	Interest Income	-61,370.99	-236,753.16	-650,000.00	-413,246.84	36.42%
362000	Rents & Royalties	-3,000.00	-12,000.00	-36,000.00	-24,000.00	33.33%
369900	Miscellaneous Revenue	136.45	-2,238.93	-32,500.00	-30,261.07	6.89%

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Village of Estero
Budget Report All Funds
For Month Ending January 2026

Account Description		Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
Total for General Fund		-1,101,756.63	-9,497,711.49	-18,300,470.00	-8,802,758.51	51.90%
110-Building Fee Fund						
445-Building Dept						
322000	Building Permit Fees	-94,026.06	-795,815.48	-1,782,140.00	-986,324.52	44.66%
329501	Surcharge Fee Retained	-1,911.39	-3,114.11	-3,150.00	-35.89	98.86%
341302	Convenience Fee	-3,424.09	-15,369.09	-53,465.00	-38,095.91	28.75%
361100	Interest Income	-1,419.14	-5,487.65	-17,000.00	-11,512.35	32.28%
Total for Building Dept		-100,780.68	-819,786.33	-1,855,755.00	-1,035,968.67	44.18%
Total for Building Fee Fund		-100,780.68	-819,786.33	-1,855,755.00	-1,035,968.67	44.18%
201-Debt Service						
000-Non Divisional						
381001	Transfer from General Fund	0.00	0.00	-920,000.00	-920,000.00	0.00%
Total for Non Divisional		0.00	0.00	-920,000.00	-920,000.00	0.00%
Total for Debt Service		0.00	0.00	-920,000.00	-920,000.00	0.00%
300-Capital Projects						
350-Road Impact Fees						
324310	Road Imp Fee-Residential	0.00	-1,844,904.00	-4,589,310.00	-2,744,406.00	40.20%
324320	Road Imp Fees-Commercial	-114,817.38	-733,402.09	-1,111,335.00	-377,932.91	65.99%
361100	Interest Income	-48,226.18	-186,484.61	-400,000.00	-213,515.39	46.62%
Total for Road Impact Fees		-163,043.56	-2,764,790.70	-6,100,645.00	-3,335,854.30	45.32%
353-Comm Park Contributions						
361100	Interest Income	-290.38	-1,122.89	-3,000.00	-1,877.11	37.43%
Total for Comm Park Contributions		-290.38	-1,122.89	-3,000.00	-1,877.11	37.43%
355-Park Impact Fees						
324610	Park Imp Fees-Residential	0.00	-21,490.00	-234,883.00	-213,393.00	9.15%
324620	Park Imp Fee-Commercial	0.00	-343,952.00	0.00	343,952.00	0.00%

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Village of Estero
Budget Report All Funds
For Month Ending January 2026

Account Description		Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
361100	Interest Income	-1,631.56	-6,309.03	-40,000.00	-33,690.97	15.77%
	Total for Park Impact Fees	-1,631.56	-371,751.03	-274,883.00	96,868.03	135.24%
360-Physical Environment						
381001	Transfer from General Fund	-381,666.37	-510,482.62	-6,045,000.00	-5,534,517.38	8.44%
	Total for Physical Environment	-381,666.37	-510,482.62	-6,045,000.00	-5,534,517.38	8.44%
365-Transportation						
366000	Contributions & Donations	0.00	0.00	-4,250,000.00	-4,250,000.00	0.00%
381001	Transfer from General Fund	-17,314.64	-931,768.02	-6,868,815.00	-5,937,046.98	13.57%
381350	Transfer from Road Impact Fee	-469,835.83	-2,634,086.82	0.00	2,634,086.82	0.00%
	Total for Transportation	-487,150.47	-3,565,854.84	-11,118,815.00	-7,552,960.16	32.07%
366-Gas Tax						
312420	Local Option Gas Tax 1-5 Cent	-36,767.81	-107,068.26	-415,000.00	-307,931.74	25.80%
361100	Interest Income	-8,461.41	-32,719.24	-82,500.00	-49,780.76	39.66%
	Total for Gas Tax	-45,229.22	-139,787.50	-497,500.00	-357,712.50	28.10%
600-Parks & Recreation						
381001	Transfer from General Fund	-550,255.69	-7,203,796.86	-11,681,290.00	-4,477,493.14	61.67%
381352	Transfer from RegParkImpactFee	-392,325.57	-648,322.15	0.00	648,322.15	0.00%
	Total for Parks & Recreation	-942,581.26	-7,852,119.01	-11,681,290.00	-4,477,493.14	67.22%
	Total for Capital Projects	-2,021,592.82	-15,205,908.59	-35,721,133.00	-21,163,546.56	42.57%
	Total for Revenue	-3,224,130.13	-25,523,406.41	-56,797,358.00	-31,002,273.74	44.94%
001-General Fund						
000-Non Divisional						
581360	Transfer to Physical Envirnment	0.00	0.00	6,045,000.00	6,045,000.00	0.00%
581365	Transfer to Transportation	515,121.14	2,904,246.58	6,868,815.00	3,964,568.42	42.28%
581600	Transfer to Parks& Rec CapProj	422,231.92	5,747,231.92	11,681,290.00	5,934,058.08	49.20%
	Total for Non Divisional	937,353.06	8,651,478.50	24,595,105.00	15,943,626.50	35.18%



Village of Estero
Budget Report All Funds
For Month Ending January 2026

Account Description		Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
100-Village Council						
511000	Executive Salaries	10,356.43	41,425.72	124,280.00	82,854.28	33.33%
521000	FICA Taxes	792.29	3,169.16	9,530.00	6,360.84	33.25%
524000	Workers Compensation	0.00	133.23	1,170.00	1,036.77	11.39%
525000	Unemployment Compensation	166.97	526.23	2,200.00	1,673.77	23.92%
540000	Travel and Per Diem	50.00	1,032.34	25,000.00	23,967.66	4.13%
554000	Books Pub & Memberships	165.00	8,000.00	12,000.00	4,000.00	66.67%
555000	Training	0.00	0.00	2,500.00	2,500.00	0.00%
Total for Village Council		11,530.69	54,286.68	176,680.00	122,393.32	30.73%
101-Village Manager						
511000	Executive Salaries	20,925.90	93,642.87	397,090.00	303,447.13	23.58%
512000	Regular Salaries & Wages	14,032.48	62,791.71	46,970.00	-15,821.71	133.68%
513000	Other Salaries & Wages	665.38	2,969.21	8,600.00	5,630.79	34.53%
521000	FICA Taxes	2,772.22	7,911.19	34,640.00	26,728.81	22.84%
522000	Retirement Contributions	2,197.22	9,832.51	46,405.00	36,572.49	21.19%
523000	Group Health Insurance	6,814.98	35,522.35	89,985.00	54,462.65	39.48%
524000	Workers Compensation	0.00	591.98	4,035.00	3,443.02	14.67%
525000	Unemployment Compensation	83.33	236.00	935.00	699.00	25.24%
531000	Professional Services	0.00	0.00	45,000.00	45,000.00	0.00%
534000	Misc Contracted Services	0.00	0.00	25,000.00	25,000.00	0.00%
534101	Public Relations	1,524.71	10,847.29	20,000.00	9,152.71	54.24%
540000	Travel and Per Diem	0.00	1,595.59	15,000.00	13,404.41	10.64%
541000	Communication Services	3,288.00	13,013.98	40,000.00	26,986.02	32.53%
554000	Books Pub & Memberships	0.00	990.00	4,000.00	3,010.00	24.75%
555000	Training	0.00	0.00	4,250.00	4,250.00	0.00%
Total for Village Manager		52,304.22	239,944.68	781,910.00	541,965.32	30.69%

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Village of Estero
Budget Report All Funds
For Month Ending January 2026

Account Description		Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
110-Village Attorney						
531101	Legal Services	21,649.54	62,704.21	275,000.00	212,295.79	22.80%
531102	Land Use Legal Services	1,539.00	5,877.00	50,000.00	44,123.00	11.75%
531103	Code Enforcement Legal	0.00	0.00	10,000.00	10,000.00	0.00%
531106	Land Dev Code Legal	0.00	0.00	10,000.00	10,000.00	0.00%
531109	Miscellaneous legal	0.00	0.00	15,000.00	15,000.00	0.00%
531402	Comprehensive Plan	0.00	0.00	15,000.00	15,000.00	0.00%
Total for Village Attorney		23,188.54	68,581.21	375,000.00	306,418.79	18.29%
115-Village Clerk						
512000	Regular Salaries & Wages	3,621.52	16,200.94	190,970.00	174,769.06	8.48%
521000	FICA Taxes	277.06	1,239.42	14,650.00	13,410.58	8.46%
522000	Retirement Contributions	1,182.56	5,291.92	11,590.00	6,298.08	45.66%
523000	Group Health Insurance	0.00	0.00	24,870.00	24,870.00	0.00%
524000	Workers Compensation	0.00	49.45	1,715.00	1,665.55	2.88%
525000	Unemployment Compensation	65.90	208.77	875.00	666.23	23.86%
531117	Election Services	0.00	0.00	0.00	0.00	0.00%
534102	Codification	0.00	0.00	3,090.00	3,090.00	0.00%
540000	Travel and Per Diem	0.00	0.00	1,290.00	1,290.00	0.00%
548000	Legal Notices	0.00	419.74	5,150.00	4,730.26	8.15%
554000	Books Pub & Memberships	0.00	0.00	515.00	515.00	0.00%
555000	Training	0.00	0.00	775.00	775.00	0.00%
Total for Village Clerk		5,147.04	23,410.24	255,490.00	232,079.76	9.16%
130-Finance						
512000	Regular Salaries & Wages	30,445.87	136,299.58	406,370.00	270,070.42	33.54%
521000	FICA Taxes	2,231.12	9,687.41	31,100.00	21,412.59	31.15%
522000	Retirement Contributions	2,894.78	12,954.07	37,660.00	24,705.93	34.40%

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Village of Estero
Budget Report All Funds
For Month Ending January 2026

Account Description		Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
523000	Group Health Insurance	8,012.22	38,039.00	85,470.00	47,431.00	44.51%
524000	Workers Compensation	0.00	414.80	5,440.00	5,109.13	7.63%
525000	Unemployment Compensation	116.15	330.87	1,315.00	-585.00	25.16%
531000	Professional Services	950.00	1,900.00	10,500.00	8,600.00	18.10%
532000	Auditing Services	0.00	0.00	53,550.00	53,550.00	0.00%
540000	Travel and Per Diem	0.00	0.00	4,725.00	4,725.00	0.00%
554000	Books Pub & Memberships	0.00	0.00	2,100.00	2,100.00	0.00%
555000	Training	0.00	0.00	2,100.00	2,100.00	0.00%
Total for Finance		44,650.14	199,625.73	640,330.00	439,219.07	31.18%
170-Information Technology						
531110	IT Contracted Services	12,641.97	36,563.48	250,000.00	213,436.52	14.63%
531111	Webmaster Srvs & Maintenance	2,572.70	9,089.88	100,000.00	90,910.12	9.09%
531112	Audio Visual Services	0.00	0.00	100,000.00	100,000.00	0.00%
552001	Software Licensing	1,016.26	133,969.46	200,000.00	66,030.54	66.98%
552002	Small Tools & Equipment	325.87	355.85	10,000.00	9,644.15	3.56%
564000	Capital Outlay - Mach & Equip	0.00	0.00	10,000.00	10,000.00	0.00%
Total for Information Technology		16,556.80	179,978.67	670,000.00	490,021.33	26.86%
180-General Government						
531112	Audio Visual Services	1,365.00	4,065.00	31,500.00	27,435.00	12.90%
531113	Recruitment Services	0.00	0.00	20,000.00	20,000.00	0.00%
531114	Lobbying Services	3,993.00	15,972.00	60,000.00	44,028.00	26.62%
534000	Misc Contracted Services	0.00	1,005.34	150,000.00	148,994.66	0.67%
540000	Travel and Per Diem	35.17	222.75	5,250.00	5,027.25	4.24%
541000	Communication Services	1,260.65	4,354.81	7,500.00	3,145.19	58.06%
542000	Freight & Postage	351.75	581.00	5,000.00	4,419.00	11.62%
543000	Utilities	2,866.38	19,459.09	62,500.00	43,040.91	31.13%

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Village of Estero
Budget Report All Funds
For Month Ending January 2026

Account Description		Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
544100	Building Lease	24,148.36	97,244.99	300,000.00	202,755.01	32.41%
544200	Equipment Rental & Leases	586.95	2,885.85	12,500.00	9,614.15	23.09%
545000	Insurance	742.46	242,231.14	250,000.00	7,768.86	96.89%
546000	Repair & Maintenance Services	912.17	3,011.25	20,000.00	16,988.75	15.06%
547000	Printing	0.00	0.00	2,500.00	2,500.00	0.00%
549101	State Administrative Fees	0.00	0.00	0.00	0.00	0.00%
549102	Tax Collector Fees	1.25	3.75	0.00	-3.75	0.00%
549103	Contingency	0.00	0.00	125,000.00	125,000.00	0.00%
551000	Office Supplies	199.02	1,482.51	15,000.00	13,517.49	9.88%
552000	Operating Supplies	948.30	2,011.11	25,000.00	22,988.89	8.04%
552005	Bank Charges	90.02	90.02	250.00	159.98	36.01%
554000	Books Pub & Memberships	66.78	215.32	2,000.00	1,784.68	10.77%
564000	Capital Outlay - Mach & Equip	0.00	45,003.64	2,000.00	-43,003.64	2250.18%
Total for General Government		37,567.26	439,839.57	1,094,000.00	699,164.07	40.20%
201-Law Enforcement/Security						
534201	Lee Cty Law Enforcement	252.00	1,819.00	6,300.00	4,481.00	28.87%
534501	Lee Cty Animal Control Svcs	0.00	0.00	44,625.00	44,625.00	0.00%
Total for Law Enforcement/Security		252.00	1,819.00	50,925.00	49,106.00	3.57%
210-Code Compliance Services						
531115	Special Magistrate Svcs	0.00	0.00	7,725.00	7,725.00	0.00%
531201	Code Compliance Contract Svcs	17,562.08	52,048.86	20,600.00	-31,448.86	252.66%
549105	Other Chrges-Filing Fees	0.00	117.00	950.00	833.00	12.32%
Total for Code Compliance Services		17,562.08	52,165.86	29,275.00	-22,890.86	178.19%
299-Disaster Response						
531000	Professional Services	2,419.50	8,163.50	25,000.00	16,836.50	32.65%
531116	Disaster Preparedness Services	0.00	0.00	10,000.00	10,000.00	0.00%

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Village of Estero
Budget Report All Funds
For Month Ending January 2026

Account Description		Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
Total for Disaster Response		2,419.50	8,163.50	35,000.00	26,836.50	23.32%
360-Physical Environment						
531000	Professional Services	47,294.97	150,362.39	30,000.00	-120,362.39	501.21%
531301	Water Level & Quality Monitor	0.00	9,794.00	200,000.00	190,206.00	4.90%
531305	NPDES Compliance	0.00	0.00	15,000.00	15,000.00	0.00%
531415	Reclaimed Water Study	0.00	0.00	0.00	0.00	0.00%
531502	Flood Plain-Corn Rating System	0.00	0.00	100,000.00	100,000.00	0.00%
534000	Misc Contracted Services	0.00	19,342.50	50,000.00	30,657.50	38.69%
546301	Stormwater Maint	0.00	0.00	100,000.00	100,000.00	0.00%
549106	Water Quality Joint Advocacy	0.00	5,000.00	10,000.00	5,000.00	50.00%
Total for Physical Environment		47,294.97	184,498.89	505,000.00	320,501.11	36.53%
365-Transportation						
512000	Regular Salaries & Wages	27,193.40	122,414.45	376,450.00	254,035.55	32.52%
521000	FICA Taxes	1,996.36	9,135.65	28,820.00	19,684.35	31.70%
522000	Retirement Contributions	2,441.32	10,924.86	31,760.00	20,835.14	34.40%
523000	Group Health Insurance	6,112.99	31,863.29	77,780.00	45,916.71	40.97%
524000	Workers Compensation	0.00	7,885.25	11,400.00	3,514.75	69.17%
525000	Unemployment Compensation	96.25	275.87	1,100.00	824.13	25.08%
531306	Traffic Counts	0.00	0.00	20,000.00	20,000.00	0.00%
534000	Misc Contracted Services	950.00	48,747.92	100,000.00	51,252.08	48.75%
534301	Street Sweeping Services	0.00	6,000.00	35,000.00	29,000.00	17.14%
534302	Right-of-Way Permit Review	0.00	1,689.29	20,000.00	18,310.71	8.45%
534304	Traffic Study	2,976.00	9,300.00	100,000.00	90,700.00	9.30%
534306	Misc Construction Services	4,372.50	40,329.87	100,000.00	100,000.00	40.33%
540000	Travel and Per Diem	0.00	78.68	7,500.00	7,500.00	1.05%
541000	Communication Services	39.34	126.31	1,000.00	1,000.00	12.63%

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Village of Estero
Budget Report All Funds
For Month Ending January 2026

Account Description		Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
543000	Utilities	5,584.12	15,979.94	97,500.00	97,500.00	16.39%
544200	Equipment Rental & Leases	330.00	990.00	5,000.00	5,000.00	19.80%
545000	Insurance	44.54	14,533.86	15,000.00	15,000.00	96.89%
546302	Bridge Maintenance	0.00	0.00	15,000.00	15,000.00	0.00%
546304	Irrigation Maintenance	23,360.00	58,550.00	82,500.00	23,950.00	70.97%
546305	Landscape Maintenance	71,423.46	426,723.11	1,651,000.00	1,224,276.89	25.85%
546306	Mowing Maintenance	0.00	0.00	40,000.00	40,000.00	0.00%
546307	Ditch Maintenance	0.00	0.00	175,000.00	175,000.00	0.00%
546309	Street Light Maintenance	21,898.20	22,432.30	92,500.00	70,067.70	24.25%
546310	Traffic Sign Maintenance	0.00	6,123.00	50,000.00	43,877.00	12.25%
546311	Traffic Signal Maintenance	0.00	0.00	50,000.00	50,000.00	0.00%
546312	Railroad Maintenance	0.00	19,670.00	125,000.00	105,330.00	15.74%
546313	Road Maintenance	3,099.08	25,444.08	550,000.00	524,555.92	4.63%
552000	Operating Supplies	743.26	2,215.96	6,000.00	3,784.04	36.93%
554000	Books Pub & Memberships	0.00	0.00	2,000.00	2,000.00	0.00%
555000	Training	75.00	75.00	2,000.00	1,925.00	3.75%
Total for Transportation		172,735.82	881,508.69	3,869,310.00	3,059,839.97	22.78%
439-Development Services						
512000	Regular Salaries & Wages	21,501.14	117,928.15	596,290.00	478,361.85	19.78%
521000	FICA Taxes	1,628.64	9,379.02	45,650.00	36,270.98	20.55%
522000	Retirement Contributions	2,639.12	11,809.99	47,460.00	35,650.01	24.88%
523000	Group Health Insurance	3,474.87	17,422.05	68,440.00	51,017.95	25.46%
524000	Workers Compensation	0.00	4,660.29	8,410.00	3,749.71	55.41%
525000	Unemployment Compensation	143.90	441.90	1,575.00	1,133.10	28.06%
531000	Professional Services	0.00	0.00	20,000.00	20,000.00	0.00%
531315	Growth Model Svcs	0.00	0.00	5,000.00	5,000.00	0.00%

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Village of Estero
Budget Report All Funds
For Month Ending January 2026

Account Description		Current Month	Year to Date	Budget	Budget Variance	Year to Date
		Actual	Actual		Amount	Percentage
531316	Development Svcs Manager	0.00	0.00	10,000.00	10,000.00	0.00%
531402	Comprehensive Plan	0.00	0.00	10,000.00	10,000.00	0.00%
531403	Land Development Code	0.00	0.00	10,000.00	10,000.00	0.00%
534000	Misc Contracted Services	18,470.40	33,910.50	200,000.00	166,089.50	16.96%
540000	Travel and Per Diem	0.00	0.00	3,500.00	3,500.00	0.00%
548000	Legal Notices	157.48	1,241.72	6,500.00	5,258.28	19.10%
554000	Books Pub & Memberships	0.00	7,813.78	10,000.00	2,186.22	78.14%
555000	Training	0.00	75.00	1,250.00	1,175.00	6.00%
Total for Development Services		48,015.55	204,682.40	1,044,075.00	839,392.60	19.60%
440-Planning, Zoning, Dev Review						
512000	Regular Salaries & Wages	3,633.40	3,633.40	60,000.00	56,366.60	6.06%
521000	FICA Taxes	270.92	270.92	5,000.00	4,729.08	5.42%
524000	Workers Compensation	0.00	0.00	500.00	500.00	0.00%
525000	Unemployment Compensation	0.00	0.00	250.00	250.00	0.00%
531000	Professional Services	0.00	975.00	7,500.00	6,525.00	13.00%
549104	Planning & Zoning-Fixed Fee	33,903.72	102,212.50	315,000.00	212,787.50	32.45%
Total for Planning, Zoning, Dev Review		37,808.04	107,091.82	388,250.00	281,158.18	27.58%
601-Parks Master Plan						
512000	Regular Salaries & Wages	0.00	0.00	0.00	0.00	0.00%
521000	FICA Taxes	0.00	0.00	0.00	0.00	0.00%
522000	Retirement Contributions	0.00	0.00	0.00	0.00	0.00%
523000	Group Health Insurance	0.00	0.00	0.00	0.00	0.00%
524000	Workers Compensation	0.00	0.00	0.00	0.00	0.00%
525000	Unemployment Compensation	0.00	0.00	0.00	0.00	0.00%
531000	Professional Services	13,941.25	116,707.37	330,000.00	213,292.63	0.00%
534601	YMCA Operating Agreement	1,975.00	5,925.00	137,500.00	131,575.00	4.31%

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Village of Estero
Budget Report All Funds
For Month Ending January 2026

Account Description		Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
543000	Utilities	1,170.57	5,771.70	17,050.00	11,278.30	33.85%
544200	Equipment Rental & Leases	45.02	135.06	5,500.00	5,364.94	2.46%
546000	Repair & Maintenance Services	31,183.81	68,929.16	24,750.00	-44,179.16	278.50%
Total for Parks Master Plan		48,315.65	197,468.29	514,800.00	317,331.71	38.36%
Total for General Fund		1,502,701.36	11,494,543.73	35,025,150.00	23,646,163.37	32.82%
110-Building Fee Fund						
445-Building Dept						
531000	Professional Services	0.00	0.00	50,000.00	50,000.00	0.00%
531110	IT Contracted Services	537.73	1,487.78	6,450.00	4,962.22	23.07%
531401	Building Service Contract	175,145.12	515,796.31	1,900,000.00	1,384,203.69	27.15%
541000	Communication Services	153.31	453.34	2,000.00	1,546.66	22.67%
542000	Freight & Postage	68.00	119.00	1,000.00	881.00	11.90%
543000	Utilities	587.09	3,374.32	12,500.00	9,125.68	26.99%
544100	Building Lease	4,946.05	19,917.65	66,950.00	47,032.35	29.75%
544200	Equipment Rental & Leases	524.41	1,812.90	12,500.00	10,687.10	14.50%
546000	Repair & Maintenance Services	186.09	614.36	4,000.00	3,385.64	15.36%
551000	Office Supplies	0.00	324.89	4,000.00	3,675.11	8.12%
552000	Operating Supplies	0.00	60.08	5,000.00	4,939.92	1.20%
552001	Software Licensing	1,275.00	3,825.00	0.00	-3,825.00	0.00%
552009	Credit Card Fees	3,507.54	16,294.68	53,465.00	37,170.32	30.48%
Total for Building Dept		186,930.34	564,080.31	2,117,865.00	1,553,784.69	26.63%
Total for Building Fee Fund		186,930.34	564,080.31	2,117,865.00	1,553,784.69	26.63%
201-Debt Service						
000-Non Divisional						
571000	Principal Payments	0.00	0.00	420,000.00	420,000.00	0.00%
572000	Interest Expense	0.00	0.00	500,000.00	500,000.00	0.00%

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Village of Estero
Budget Report All Funds
For Month Ending January 2026

Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
Total for Non Divisional	0.00	0.00	420,000.00	420,000.00	0.00%
Total for Debt Service	0.00	0.00	420,000.00	420,000.00	0.00%
300-Capital Projects					
350-Road Impact Fees					
581365 Transfer to Transportation	469,835.83	2,634,086.82	0.00	0.00	0.00%
Total for Road Impact Fees	469,835.83	2,634,086.82	0.00	0.00	0.00%
351-Comm Park Impact Fees					
Total for Comm Park Impact Fees	0.00	0.00	0.00	0.00	0.00%
352-Reg Park Imp Fee					
Total for Reg Park Imp Fee	0.00	0.00	0.00	0.00	0.00%
354-Public Land					
Total for Public Land	0.00	0.00	0.00	0.00	0.00%
355-Park Impact Fees					
581365 Transfer to Transportation	392,325.57	648,322.15	0.00	0.00	0.00%
Total for Park Impact Fees	392,325.57	648,322.15	0.00	0.00	0.00%
360-Physical Environment					
563000 Capital Outlay - Infrastructure	381,666.37	510,482.62	14,125,106.00	13,614,623.38	3.61%
Total for Physical Environment	381,666.37	510,482.62	14,125,106.00	13,614,623.38	3.61%
365-Transportation					
563000 Capital Outlay - Infrastructure	475,266.83	2,657,394.96	16,050,000.00	13,392,605.04	16.56%
Total for Transportation	475,266.83	2,657,394.96	16,050,000.00	13,392,605.04	16.56%
366-Gas Tax					
581365 Transfer to Transportation	0.00	0.00	0.00	0.00	0.00%
Total for Gas Tax	0.00	0.00	0.00	0.00	0.00%
600-Parks & Recreation					
561000 Capital Outlay - Land	0.00	0.00	0.00	0.00	0.00%

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Village of Estero
Budget Report All Funds
For Month Ending January 2026

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
563000	Capital Outlay - Infrastructure	1,761,390.06	9,584,818.69	27,295,000.00	17,710,181.31	35.12%
	Total for Parks & Recreation	1,761,390.06	9,584,818.69	27,295,000.00	0.00	0.00%
	Total for Capital Projects	3,480,484.66	16,035,105.24	57,470,106.00	27,007,228.42	0.00%
	Total for Expense	5,170,116.36	28,093,729.28	95,033,121.00	52,627,176.48	29.56%
	Net Revenue / Expense	1,945,986.23	2,570,322.87	38,235,763.00	21,624,902.74	6.72%



Village of Estero
Available Funds Report
For the Month Ending January 26

Available Funds Report

General Fund Capital Projects	\$ 9,854,471
Building Fee Fund	312,270
Gas Tax Capital Projects	3,340,968
Developer Contribution	228,720
Road Impact Fees	18,584,587
Estero Park Entry Contribution	114,060
Park Imp Fees	248,518
Total Available Funds	<u>\$ 32,683,594</u>

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
March 4, 2026

Agenda Item:

Estero River/North Branch Regional Pond Project Task Order 4 amendment 2

Motion to approve Amendment 2 to Task Order No. 4 of Contract EC 2022-39 (Estero River North Branch Regional Pond Project).

Background:

On June 1st 2022, the Village entered a continuing contract for miscellaneous professional services with JR Evans Engineering, P.A. Work under the contract is to be assigned by individual task orders, with total “not to exceed” project amounts to be negotiated on a project-by-project basis.

In November of 2024, the Village Council issued Task Order No.: 4, which related to the Estero River N Branch Regional Pond Stormwater/Flood Risk Reduction Project. The total amount of that Task Order was \$471,100. On May 7, 2025, amendment 1 was approved by Council for \$295,000.

As part of the permitting process with the South Florida Water Management District (SFWMD) for the Regional Pond Project, and due to the proposed drainage infrastructure within the Three Oaks Parkway right-of-way, SFWMD has required that a modification to the existing Environmental Resource Permit (ERP) for Three Oaks Parkway be processed. Because Three Oaks Parkway is owned and maintained by the Lee County Department of Transportation (LCDOT), LCDOT must participate in and authorize the ERP modification. During a recent coordination meeting with LCDOT staff, the Village was advised that a Limited Review Development Order (LDO) application for the proposed right-of-way improvements must be submitted to LCDOT for review and approval prior to LCDOT executing the SFWMD ERP modification application package. This LDO process will require more detailed engineering work and plan development than initially included in the scope of the work assignment.

However, the Village Attorney has conferred with JR Evans officials, and they confirmed that while this added work exceeds the scope of the initial work assignment, the work which will actually be completed under the change order would be work which the Village would already be paying once permitting is complete and the Village moves on to engineered construction plans. So, when viewed in terms of the overall project, this change order moves a plan development cost forward in time, but it is not “wasted”

Page 1 of 2

expense since this work will be needed and useful when the Village moves forward with construction plans.

Action Requested:

Motion to approve Amendment 2 to Task Order No. 4 of Contract EC 2022-39 (Estero River North Branch Regional Pond Project).

Process and Timeline:

If approved by Council, Village staff will continue to coordinate with the consultant to ensure all study and permitting work is accomplished on time and within budget.

Financial Impact: \$98,000

Prepared by: Steve Gillette

Attachments:

1. Amendment to Task Order No. 4 (Estero River North Branch Regional Pond Project) inclusive of engineer's proposed scope and price.

EC 2022-39 STA 4



JRE #00650-08

**CHANGE ORDER
FOR CONSULTANT SERVICES**

PROJECT NAME/PHASE:

DATE: February 16, 2026Village of Estero – N. Branch Regional Pond ProjectORDERED BY: Steve Sarkozy**FEE BREAKDOWN:**

Contract Fee: \$766,100
CO #2 Amount: \$ 98,000 (TME)
Revised Contract Fee: \$864,100

As part of the permitting process with the South Florida Water Management District (SFWMD) for the Regional Pond Project, and due to the proposed drainage infrastructure within the Three Oaks Parkway right-of-way, SFWMD has required that a modification to the existing Environmental Resource Permit (ERP) for Three Oaks Parkway be processed. Because Three Oaks Parkway is owned and maintained by the Lee County Department of Transportation (LCDOT), LCDOT must participate in and authorize the ERP modification. During a recent coordination meeting with LCDOT staff, we were advised that a Limited Review Development Order (LDO) application for the proposed right-of-way improvements must be submitted to LCDOT for review and approval prior to LCDOT executing the SFWMD ERP modification application package.

The need to prepare and facilitate a separate ERP modification for the Three Oaks Parkway corridor, along with the required LDO application and associated agency coordination, was not anticipated in the original contract scope of services. Accordingly, additional professional services are required to complete these regulatory processes.

Outlined below are the proposed adjustments to the existing contract tasks, along with the addition of a new task to address the required permitting coordination, preparation, and agency review efforts.

Existing Tasks:**II. Survey Services – (TME)**

Adjustment includes additional survey field work to obtain more information on existing subsurface utilities within the project area and support the preparation of the LDO construction plans. The additional survey field services include:

Task Fee:	\$118,600.00
Increase:	\$18,000.00
Revised Fee:	\$136,600.00

Perform Quality Level B (QLB) utility designating, using ground penetrating radar (GPR) and electromagnetic (EM) locating equipment, to identify detectable subsurface utilities along Three Oaks Parkway approximately 2,450 linear feet on the east side of Three Oaks Parkway, beginning at the north side of Corkscrew Road and extending north to the property limits of the Regional Pond Property.

IV. Environmental Resource Permit (ERP) Plans (TME)

Updates include preparation of specific ERP plans for the Modification to the existing Three Oaks Parkway ERP (Permit No.85-00149-S)

Task Fee:	\$60,000.00
Increase:	\$15,000.00
Revised Fee:	\$75,000.00

For the Regional Pond outfall, modify existing ERP (85-00149-S) plans to include the proposed culvert extending from Regional Pond 1 along the east side of Three Oaks Parkway connecting to the existing drainage system along the north side of Corkscrew Road. The plans will include the updated survey of the existing utilities, re-grading of the roadside swale, and evaluating utility conflicts for constructability.

JR EVANS ENGINEERING

9961 INTERSTATE COMMERCE DRIVE, STE. 230 / FORT MYERS, FL 33913 / 239.405.9148 (p) / 239.288.2537 (f)
WWW.JREVANSENGINEERING.COM

Village of Estero- N. Branch Regional Pond Project
Change Order #2- Three Oaks Pkwy ERP Mod and LDO

February 16, 2026
Page 2 of 2

VI. South Florida Water Management District (SFWMD) Permitting (TME)
Updates include preparation of a separate Modification application package to the existing Three Oaks Parkway ERP (Permit No.85-00149-S)

Task Fee:	\$160,000.00
Increase:	\$15,000.00
Revised Fee:	\$175,000.00

For the Regional Pond outfall, a separate modification to the existing Three Oaks Parkway ERP covered under Permit No.85-00149-S is required. This task includes preparation, submittal, and support of the application through the South Florida Water Management District (SFWMD) with final system calculations and engineering report. Sufficiency responses to SFWMD are included along with updates to ERP plans as needed through receipt of permit modification issuance.

New Task:

X. Three Oaks Parkway R.O.W.: Lee County Limited Review Development Order (LDO)
(TME)

New Task X. Fee:\$50,000.00

Prepare, submit and support a Type 'D' Limited Development Order (LDO) Permit Application for the proposed stormwater connection from Regional Pond 1 to existing drainage system along the north side of Corkscrew Road. The application includes engineering design for the sizing and location of the proposed culvert as well as drainage improvements for the roadside swale along the east side of the Three Oaks Parkway right-of-way. This task includes responding to sufficiency comments from Lee County DOT and updates to LDO plans as needed through receipt of permit issuance.

Please note, if survey of existing utilities shows extensive utility relocations are required, then the scope of this task may need to be expanded.

AUTHORIZATION:

The work referenced above will be initiated when copy of this work order is signed by both parties.

I hereby authorize the performance of the above services and agree to pay the charges resulting there from as identified in the "FEE-TYPE" above. All Time and Material Estimate (TME) tasks are an ESTIMATED fee to adjust to a wide range of inconsistent agency requests and client direction for these tasks. All TME services and Reimbursables shall be billed based on our hourly rate schedule in effect at the time of service and as accrued. Work authorized under this agreement is subject to the terms and conditions of the original contract being provided under **Project No.00650-08 (Village Contract EC2022-39 STA No.04).**



Elizabeth Fountain, P.E., CFM Date
J.R. Evans Engineering, P.A.

Steve Sarkozy, on behalf of Date
Village of Estero



AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
March 4, 2026

Agenda Item:

Broadway Ave East UEP Area 3 Phase 1 Construction Manager at Risk Contract

Motion to approve Change Order 02 to Contract EC 2024-36 with Wright Construction Group to provide Construction Manager at Risk (CMAR) services for the Estero Broadway Ave East UEP Area 3 Phase 1 (Sandy Lane) project.

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

Background:

On July 3, 2024, Village Council approved contract EC 2024-36 with Wright Construction Group for CMAR services as follow-up to the release of RFP 2024-04 seeking proposals from qualified companies capable of providing construction management services for the following three utilities extension projects (UEPs).

- UEP Phase 1 (Cypress Bend, Sunny Grove and Estero Bay Village WWTP Conversions)
- Broadway Ave. West UEP (Quarterdeck Cove, Estero River Heights, Cranbrook Harbor, Lettich Lane and Sherrill Lane)
- Broadway Ave East UEP (Trailside, Highlands Ave Area, Sandy Lane, and The Groves)

Wright Construction has previously been approved for the following work under this contract.

1. Sunny Grove: preconstruction services and construction
2. Cypress Bend: preconstruction services and construction
3. Estero Bay Village: preconstruction services only
4. Broadway Ave. West UEP: preconstruction services only
5. Broadway Ave. East Highlands Ave.: preconstruction services only

Services related to Trailside, The Groves, and Sandy Lane have not yet been approved.

Description:

The Village has received an \$800,000 State legislature appropriation to extend water and sewer to Broadway Ave East/Sandy Lane.

Village Staff is recommending Village Council approve the attached change order to add preconstruction services for the Broadway Ave East/Sandy Lane project to Wright Construction's CMAR contract.

Preconstruction services will include the following services.

1. Progress meetings
2. Project Plan Review (Constructability and Cost Efficiency)
3. Site Utilization Plan (Access, Staging Area, Traffic Management Plan)
4. Bidding (Bid packages, Sub-contractor pre-qualifying and scopes of work)
5. Bid Advertisement (Public advertisement, addendum submittals, pre-bid meeting)
6. Guaranteed Maximum Price (GMP) development

The subsequent Guaranteed Maximum Price (GMP) amendment for construction will be brought to the Village Council for approval at a future Council meeting.

Action Requested:

Motion to approve Change Order 02 to Contract EC 2024-36 with Wright Construction Group to provide Construction Manager at Risk (CMAR) services for the Estero Broadway Ave East UEP Area 3 Phase 1 (Sandy Lane) project.

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

Process and Timeline:

Wright Construction Group will start pre-construction service after the Village provides them with notice to proceed. Wright Construction estimates it will take them approximately ninety (90) days to complete the pre-construction services.

Financial Impact:

The Change Order 02 financial impact is \$36,530.00

Original contract amount =	\$367,365.16.
Change Order 01 amount =	<u>\$36,530.00</u>

Revised contract amount = \$403,895.16

Sufficient funds are available in the Fiscal Year 2025-2026 budget for the Estero Broadway Ave East Area 3 Phase 1 (Sandy Lane) Project pre-construction services.

Prepared by: Steve Gillette/Robert Wiley

Attachments:

1. Location Map
2. Change Order 02

Location Map

Broadway East UEP Area 3 Phase 1 Project Area





Contract/Change Order/Addendum/
Task Order Request

Project Name: Broadway Ave East UEP Area 3 Phase 1

Contractor/Vendor: Wright Construction Group

Contract No.: EC 2024-36

Task Order No:

Change Order No: 02

Total Fees: Not to Exceed \$36,530.00

Brief Description:

The Contractor will provide CMAR services in accordance with Exhibit 1 Scope of Services and fees identified therein, under the terms and conditions outlined in the above referenced Village of Estero Contract number.

Wright Construction Group

Village of Estero

By: _____

By: _____

Name: James R. Powell, III

Name: Steve Sarkozy

Title: V.P of Civil Pre-construction

Title: Village Manager

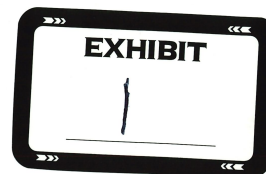
Date: _____

Date: _____

Attachment: Exhibit 1



January 28, 2026



Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida 33928

Attention: David Willems, P.E.
Public Works Director
Subject: Utility Expansion – Preconstruction Proposal
Sandy Lane (Broadway East)

It is our pleasure to provide our Preconstruction proposal for the Utility Expansion Project in the aforementioned areas. This preconstruction proposal is based on project plans and documents provided by Tetra Tech. This Preconstruction proposal is summarized by the area listed below:

1. Sandy Lane (Broadway East)

The preconstruction proposal total is **\$36,530.00** as provided in the attached summary per area location. This is a Not-to-Exceed proposal, which will be invoiced based on the pre-construction cost and the agreed-upon fee.

If there are any questions or specific items you would like to discuss, we would be happy to provide any clarification we can. Thank you for the opportunity to serve the Village of Estero.

Respectfully Submitted:

James R Powell III
Robbie Powell
Vice President of Civil Preconstruction

Digitally signed by
James R Powell III
Date: 2026.01.30
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WRIGHT
CONSTRUCTION GROUP

5811 Youngquist Rd, Fort Myers, FL 33912 | 1404 Dean St, Ste 201, Fort Myers, FL 33901
wcgfl.com | 239.481.5000  



Scope of Service

5811 Youngquist Road
Fort Myers, FL 33912
(239) 481-5000 Phone
(239) 481-2448 Fax
CGC-038571

Estimated Preconstruction Timeline - 2026
Sandy Lane (Broadway East)

- 1. Progress Meetings**
 - a. Preconstruction Schedule Preparation and Update
 - b. Prepare Agenda and Direct Meeting
 - c. Provide Meeting Minutes
- 2. Project Plan Review (Constructability/ RFI / Cost Efficiency Options)**
 - a. Review the Final Design, Permit & Specification (provide feedback as necessary)
 - b. Initial Budget prior to Guaranteed Maximum Price (as requested by Village of Estero)
 - c. Provide comments on constructability concerns or errors.
 - d. Request additional information for GMP development clarity.
 - e. Provide cost saving ideas and / or efficiency improvements (if available).
- 3. Develop Site Utilization Plan**
 - a. Create project plan with areas of ingress and egress for each community.
 - b. Create a project plan identifying project staging area.
 - c. Develop traffic management plan.
- 4. Bid Scope Development**
 - a. Develop Bid Packages to maximize bidder participation.
 - b. Develop Subcontractor Pre-qualification Criteria.
 - c. Developer Subcontractors scope of services.
- 5. Bid Advertisement**
 - a. Public Advertisement
 - b. WCG Database Advertisement
 - c. Q&A Coordination and Addendum Submission
 - d. Pre-bid (Coordinate Location of Pre-bid with Village of Estero)
- 6. GMP Development**
 - a. Accept Bids / Review and Qualify Proposals
 - b. Prepare GMP and recommendations for Village of Estero Review
 - c. Meet with City for Final Review and GMP Submission

Wright Construction Group Inc.
Sandy Lane (Broadway East)
Preconstruction Services Summary by Activity

	Quantity	Unit	Total Cost
Progress Meetings			
Bi-weekly	1	NTE	\$3,760.00
Final Design & Specification Review and Budget			
Constructability Review	1	NTE	\$3,592.00
Request For Information	1	NTE	\$1,216.00
Cost Efficiency Options	1	NTE	\$4,976.00
Final Design & Specification Review and Budget Total			\$9,784.00
Develop Site Utilization Plan			
Ingress and Egress Plan	1	NTE	\$3,648.00
Staging / Delivery Plan	1	NTE	\$4,864.00
Develop Site Utilization Plan Total			\$8,512.00
Bid Scope Development			
Develop Bid Packages	1	NTE	\$2,516.00
Develop Subcontractor Prequalification	1	NTE	\$636.00
Schedule Development	1	NTE	\$1,880.00
Bid Scope Development Total			\$5,032.00
Bid Advertisement			
Public Advertisement	1	NTE	\$260.00
Q&A Coordination and Addendum Submission	1	NTE	\$1,244.00
Pre-bid Meeting	1	NTE	\$933.00
Bid Advertisement Total			\$2,437.00
GMP Development			
Accept Bids / Review and Qualify Proposals	1	NTE	\$1,424.00
Prepare GMP and recommendations for Village of Estero Review	1	NTE	\$1,852.00
Meet with City for Final Review and GMP Submission	1	NTE	\$622.00
GMP Development Total			\$3,898.00
WCG Preconstruction Services Summary Subtotal			
			\$33,423.00
G/L Insurance			\$401.08
Fee 8%			\$2,705.93
Total Lump Sum Preconstruction Phase Services			\$36,530.00

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
March 4, 2026

Agenda Item:

Estero Orange Park (See See Street) Construction Manager at Risk Contract

Motion to approve Contract 26019 with Wright Construction Group, Inc. to provide Construction Manager at Risk (CMAR) services for the Estero Orange Park (See See Street) Utilities Extension Project.

Approve pre-construction services as described in the contract for \$36,500.

Approve a \$4,000 contingency for additional services that may be required to complete the pre-construction services.

Authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, except for the Guaranteed Maximum Price Amendment(s), which will be approved by Village Council at a later date.

Background:

In 2020 the Village completed a sewer feasibility study that identified the Orange Park platted area (See See Street) as one area adjacent to the Estero River where owners utilize septic tank systems and private wells for their sewer and potable water services.

On April 3, 2024, Village Council approved contract EC 2024-29 with Wright Construction Group for CMAR services. The contract is a piggyback contract of a properly solicited Lee County contract with Wright Construction Group for CMAR services as allowed by § 2-184(b) of the Estero Procurement Code. The contract is a continuing services contract usable for construction projects where the construction cost is estimated to be less than \$7.5 million. The contract is valid through 3-7-27 with the ability for Lee County, and subsequently the Village of Estero, to extend it for up to another two years.

On October 2, 2025, with the help of our local State Legislators, the Village of Estero was successful in securing a state grant L0188 in the amount of \$800,00 to partially fund the construction of the sanitary sewer and potable water utilities facilities for See See Street.

Description:

Contract 26019 provides for Wright Construction Group to perform CMAR services, including pre-construction services for the Estero Orange Park (See See Street) Utilities Extension Project (UEP). Preconstruction services will include the following services:

1. Progress Meetings
2. Project Plan Review (Constructability and Cost Efficiency)
3. Site Utilization Plan (Access, Staging Area, Traffic Management Plan)
4. Bidding (Bid packages, Sub-contractor pre-qualifying and scopes of work)
5. Bid Advertisement (Public advertisement, addendum submittals, pre-bid meeting)
6. Guaranteed Maximum Price (GMP) development

The subsequent Guaranteed Maximum Price (GMP) amendment for construction will be brought to Village Council for approval at a future Council meeting.

Action Requested:

Motion to approve Contract 26019 with Wright Construction Group, Inc. to provide Construction Manager at Risk (CMAR) services for the Estero Orange Park (See See Street) Utilities Extension Project.

Approve pre-construction services as described in the contract for \$36,500.

Approve a \$4,000 contingency for additional services that may be required to complete the pre-construction services.

Authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, except for the Guaranteed Maximum Price Amendment(s), which will be approved by Village Council at a later date.

Process and Timeline:

Wright Construction Group will create a project schedule as part of the contract. The following is a preliminary schedule.

Notice to Proceed	March 9, 2026
GMP Addendum	June 8, 2026
Construction Contract Award	June 17, 2026

Financial Impact:

The financial impact of Contract 26019 for the pre-construction services is \$36,530.

Sufficient funds are available in the Fiscal Year 2025-2026 budget for the Estero Orange Park (See See Street) Utilities Extension Project pre-construction services.

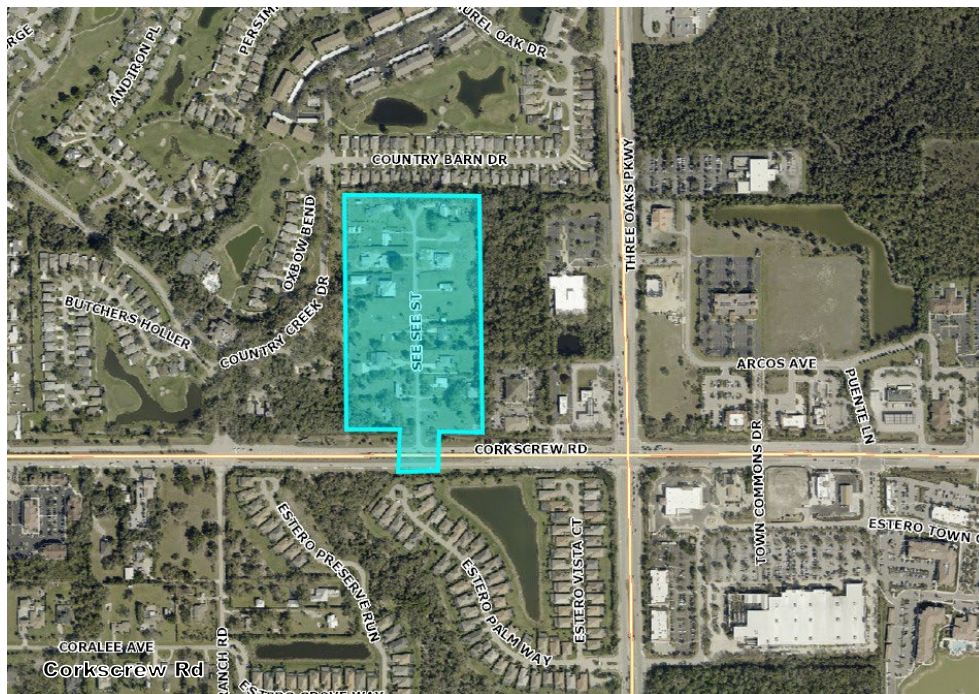
Prepared by: Steve Gillette/Robert Wiley

Attachments:

1. Location Map
2. Contract 26019

Location Map

Estero Orange Park UEP (See See Street)



26019

AGREEMENT

for

ESTERO ORANGE PARK (SEE SEE ST) UEP
CONSTRUCTION MANAGEMENT AT RISK
SERVICES

between

VILLAGE OF ESTERO (AS OWNER)

and

WRIGHT CONSTRUCTION GROUP, INC.
(AS CONSTRUCTION MANAGER)

**AGREEMENT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ESTERO ORANGE PARK UTILITY EXTENSION (SEE SEE STREET)**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of ____, 2026 (the “Effective Date”), by and between the Village of Estero, a Florida municipal corporation, referred to herein as “Owner”, and Wright Construction Group, Inc., a Florida corporation, referred to herein as “Construction Manager.”

WHEREAS, in 2020 the Owner completed a sewer feasibility study that identified multiple areas within the municipal boundaries where septic tank systems or private wastewater treatment plants were in use within close proximity to the Estero River or a contributing side branch, and

WHEREAS, the Orange Park platted development (See See Street) was one of those areas identified in the sewer feasibility study, and

WHEREAS, the Owner has prepared construction plans for the provision of sanitary sewer and potable water utility facilities to properties along See See Street as part of the Owner’s septic to sewer Utilities Extension Program (UEP); and

WHEREAS, the Construction Manager has submitted a pre-construction proposal dated January 28, 2026, for pre-construction estimating/design phase services incorporated into this agreement by reference as Exhibit 1; and

WHEREAS, Florida Statutes § 255.103 authorizes a governmental entity to select a construction management entity, pursuant to the process provided by Florida Statutes § 287.055, which is to be responsible for construction project scheduling and coordination in both preconstruction and construction phases and generally responsible for the successful, timely, and economical completion of the construction project; and

WHEREAS, § 2-184(b) of the Estero Procurement Code authorizes the Owner to accept, in lieu of soliciting competitive proposals as otherwise required by the Code or Florida Statutes § 255.20, a competitively-solicited contract which has been made between another Florida governmental agency and a vendor of commodities or services where that contract was solicited pursuant to lawful competitive procedures which are equal to or more stringent than the Owner’s; and

WHEREAS, on April 3, 2024, the Owner entered into a Piggyback Agreement for Construction Management At Risk Services (Contract No. EC 2029-29) with the Construction Manager based upon an existing Contract No. CMR220546NAT between Lee County and Wright Construction Group; and

WHEREAS, Lee County extended Contract No. CMR220546NAT for an additional one (1) year period from 3-7-26 through 3-7-27; and

WHEREAS, the Owner extended Contract No. EC 2024-29 for an additional one (1) year period from 3-7-26 through 3-7-27; and

WHEREAS, the Owner has identified a need for Construction Management At Risk (CMAR) services to advance the Estero Orange Park UEP (See See Street) into and through construction; and

WHEREAS, the Owner had determined that the Construction Manager is the most qualified available provider capable of performing the Project within the budget and timeline desired by Owner; and

WHEREAS, the Parties have agreed on the terms of this Agreement.

NOW THEREFORE, the Owner and the Construction Manager, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1 GENERAL PROVISIONS

1.1 RELATIONSHIP OF PARTIES. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect/Engineer, Construction Manager and other persons or entities employed by the Owner for the Project.

1.2 GENERAL CONDITIONS. The general conditions of this Agreement shall be the attached General Conditions of the Construction Agreement, which is incorporated herein by reference. The term "Contractor" as used in the General Conditions shall mean the Construction Manager. The term "Contract Sum" as used in the General Conditions shall mean Guaranteed Maximum Price (GMP).

1.3 CONTRACT DOCUMENTS. The Contract Documents shall consist of the following:

This Agreement

The April 3, 2024 Piggyback Agreement for Construction Management Services between
Owner and Construction Manager (including all documents incorporated therein)

Exhibit 1: Pre-Construction Proposal

Exhibit 2: Guaranteed Maximum Price Addenda

Exhibit 3: The General Conditions

In the event of a conflict between any of the foregoing documents, the earlier listed document shall control over a later listed document.

1.4 PROJECT DESCRIPTION. The project consists of the construction of sanitary sewer and potable water utilities facilities along See See Street including, but not limited to, gravity sewer collection lines, manholes, service laterals, sanitary sewer pump station with force main connecting to the existing Lee County Utilities sewer force main along Corkscrew Road, potable water main connecting to the existing Lee County Utilities potable water main along Corkscrew Road, service connections, and restoration of See See Street, driveways, and roadside drainage components damaged by the construction.

**ARTICLE 2
CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction services. If the Owner and Construction Manager agree, after consultation with the Architect/Engineer, the Construction Phase(s) may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

2.1 PRECONSTRUCTION PHASE.

A. PRELIMINARY EVALUATION. The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

B. CONSULTATION. While Owner has engaged a separate Architect/Engineer to initiate design work for the Project, the Construction Manager shall be responsible for providing, directly or through separately-engaged licensed design professionals, engineering services not provided by the Owner's Architect/Engineer, and as may be required in the Scope of Work. Further, the Construction Manager, with the Architect/Engineer, shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Architect/Engineer regarding site use and improvements and the selection of materials, building systems and equipment, and Project phasing. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

C. PRELIMINARY PROJECT SCHEDULE. When Project requirements described in Section 3.1.A have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect/Engineer's review and the Owner's approval. If the Project is to be completed in phases, the Project schedule shall reflect which portions of the Project will fall within each phase. The Construction Manager shall obtain the Architect/Engineer's approval of the portion of the preliminary Project

schedule relating to the performance of the Architect/Engineer's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect/Engineer and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price (GMP) Proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

D. PHASED CONSTRUCTION. Even if Owner has not expressly contemplated phasing in its RFP, the Construction Manager shall make recommendations to the Owner and Architect/Engineer regarding the phased issuance of Project Plans and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

E. PRELIMINARY COST ESTIMATES.

1. When the Owner has sufficiently identified the Project requirements and the Architect/Engineer has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.
2. When schematic design documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the design development documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.
3. When design development documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect/Engineer and approval by the Owner. During the preparation of the construction documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.
4. If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

F. SUBCONTRACTORS AND SUPPLIERS. The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Architect/Engineer for their information a list of possible Subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect/Engineer will promptly reply in writing to the Construction Manager if the Architect/Engineer or Owner know of any objection to such Subcontractor or supplier. The receipt of such list shall not require the Owner or Architect/Engineer to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it waive the right of the Owner or Architect/Engineer later to object to or reject any proposed Subcontractors or suppliers.

G. LONG-LEAD-TIME ITEMS. The Construction Manager shall recommend to the Owner and Architect/Engineer a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's GMP proposal, all contacts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

H. EXTENT OF RESPONSIBILITY. The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The recommendation and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. Unless the design work is performed by the Construction Manager, it is not the Construction Manager's responsibility to ascertain that the Project Plans and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Project Plans and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect/Engineer and Owner in writing.

I. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION. The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME.

A. TIMING. When the Project Plans and Specifications are sufficiently complete, the Construction Manager shall prepare and submit to the Owner a GMP proposal, which shall be the sum of the estimated Cost of the Work and the Contractor's Fee. The GMP proposal shall include all of the information and related Construction Manager supplied exhibits as are required by the GMP Addendum form which is incorporated into this Agreement.

B. FURTHER DEVELOPMENT OF PROJECT PLANS AND SPECIFICATIONS. As the Project Plans and Specifications may not be finished at the time the GMP proposal is prepared, the Construction Manager shall provide in the GMP for further

development of the Project Plans and Specifications by the Architect/Engineer that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, as required, shall be incorporated by Change Order.

C. CONTINGENCY. The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Section 2.2.B and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

D. BASIS OF GUARANTEED MAXIMUM PRICE. The Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

1. A list of the Project Plans and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the GMP proposal.
2. A list of allowances and a statement of their basis.
3. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP proposal to supplement the information contained in the Project Plans and Specifications.
4. The proposed GMP, including a statement of the estimated costs organized by trade categories, allowances, contingency, and other items and the Fee that comprise the GMP.
5. The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the construction documents issuance dates upon which the date of Substantial Completion is based.

E. MEETING OF CONSTRUCTION TEAM. The Construction Manager shall meet with the Owner and Architect/Engineer to review the GMP proposal and the written statement of its basis. In the event the Owner or Architect/Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

F. NEGOTIATION AND ACCEPTANCE. Upon receipt of the GMP proposal by the Owner, the Owner and Construction Manager shall discuss and negotiate the various terms in the GMP proposal, along with the related daily liquidated damages amount. Unless the Owner accepts the GMP proposal in writing on or before the date specified in the proposal for such acceptance (or such other date as the Parties may agree) and so notifies the Construction Manager, the GMP proposal shall not be effective without written acceptance by the Construction Manager.

G. NO COSTS IN ADVANCE. Prior to the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, the Construction

Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

H. GMP ADDENDUM. Upon acceptance by the Owner of the GMP proposal, the GMP and its basis shall be set forth in the GMP Addendum, using the GMP Addendum form which is incorporated into this Agreement. The GMP shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents. The Parties may agree, in the GMP Addendum, to early completion bonus terms.

I. REVISIONS TO PROJECT PLANS AND SPECIFICATIONS. The Owner shall authorize and cause the Architect/Engineer to revise the Project Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Addendum. Such revised Project Plans and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect/Engineer and Construction Manager. The Construction Manager shall promptly notify the Architect/Engineer and Owner if such revised Project Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

J. TAXES. The GMP shall include in the Cost of the Work only those taxes which are enacted at the time the GMP is established.

2.3 CONSTRUCTION PHASE.

A. GENERAL

1. The Construction Phase shall commence on the earlier of:

- i. the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, or
- ii. the Owner's first authorization to the Construction Manager to:
 - (a) award a Subcontract,
 - (b) undertake construction Work with the Construction Manager's own forces, or
 - (c) issue a purchase order for materials or equipment required for the Work.

B. ADMINISTRATION

1. Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under Subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from

Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect/Engineer. The Owner will then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect/Engineer, if any such bids should be rejected. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the GMP has been established, the Owner may not prohibit the Construction Manager from obtaining bids from other qualified bidders. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

2. If the GMP has been established, and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect/Engineer (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the GMP by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the Subcontract or other agreement actually signed with the person or entity designated by the Owner.
3. Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.H and 7.1.I and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.
4. The Construction Manager shall schedule and conduct a meeting at which the Owner, Architect/Engineer, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.
5. Promptly after the Owner's acceptance of the GMP proposal, the Construction Manager shall prepare a schedule in accordance with Section 2.3 of the General Conditions, including the Owner's occupancy requirements.
6. The Construction Manager shall provide monthly written reports to the Owner and Architect/Engineer on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the Project Site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect/Engineer.
7. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress

and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect/Engineer at regular intervals.

2.4 PROFESSIONAL SERVICES. Sections 2.1 and 2.2 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

2.5 HAZARDOUS MATERIALS. Sections 2.4.U and 5.5 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES.

A. GENERAL INFORMATION. The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

B. BUDGET. The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect/Engineer, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

C. STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS. In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in subsections 1 through 4, below, but shall exercise customary precautions relating to the performance of the Work.

1. Reports, surveys, drawings and tests concerning the conditions of the Project Site which are required by law.
2. Surveys describing physical characteristics, legal limitations and utility locations for the Project Site, and a written legal description of the Project Site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Project Site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including

inverts and depths. All information on the survey shall be referenced to a Project benchmark.

3. The services of a geotechnical engineer when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolations tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
4. Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.
5. The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

3.2 OWNER'S DESIGNATED REPRESENTATIVE. The Owner shall designate in writing its Owner's Project Representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This Representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 5.2 of the General Conditions, the Architect/Engineer does not have such authority.

3.3 ARCHITECT/ENGINEER. The Owner shall retain an Architect/Engineer to provide Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in Article VI of the General Conditions. The Owner shall authorize and cause the Architect/Engineer to provide those additional services requested by the Construction Manager which must necessarily be provided by the Architect/Engineer for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect/Engineer and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect/Engineer.

3.4 LEGAL REQUIREMENTS. The Owner shall determine and advise the Architect/Engineer and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Services as follows:

4.1 COMPENSATION.

A. PRECONSTRUCTION SERVICES. For the Preconstruction Services described in Section 2.1, the Construction Manager's compensation shall be calculated in the manner set forth in **Exhibit 1** (Preconstruction Proposal) attached hereto and incorporated herein. Preconstruction will be billed time and materials, Not to Exceed. It will not be lump sum.

B. ADJUSTMENT. Compensation for Preconstruction Services shall be equitably adjusted if such services extend beyond Three Hundred Sixty-Five (365) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified.

C. PERSONNEL EXPENSE. If compensation is based on a multiple of Direct Personnel Expense, "Direct Personnel Expense" shall mean the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.2 PAYMENTS.

A. TIMING. Subject to the requirements of Article III of the General Conditions, payments for Preconstruction Services shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.

B. DUE DATES. Payments shall be made by Owner in accordance with the requirements of Florida Statutes §218.735.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

5.1 COMPENSATION. For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Manager's Fee, as set forth in the GMP addendum.

5.2 GUARANTEED MAXIMUM PRICE. The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to

exceed the amount provided as the GMP in the GMP Addendum, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the GMP. Costs which would cause the GMP to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

5.3 COST SAVINGS. In the event the actual Cost of the Work, together with the Construction Manager's Fee, is less than the Guaranteed Maximum Price, the Construction Manager and the Owner agree that any such savings below the GMP shall be shared in the following percentages: seventy five percent (75%) to the Owner and twenty five percent (25%) to the Construction Manager. Such savings shall be recognized by Change Order at Substantial Completion and approved for payment on the succeeding application for payment.

5.3 CHANGES IN THE WORK

A. ADJUSTMENTS TO GMP. Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Addendum may be determined by any of the methods listed in Article V of the General Conditions.

B. "COST". In calculating adjustments to Subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the Owner and Construction Manager shall proceed in accordance with Section 5.6 of the General Conditions. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts. In calculating adjustments to the Agreement, the terms "cost" and "costs" as used in the above-referenced General Conditions shall mean the Cost of the Work as defined in Article 6 of this Agreement.

C. CONSTRUCTION MANAGER'S FEE. If no specific provision is made in Section 5.1. for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such that, in the aggregate, the application of the adjustment provisions of Section 5.1. will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

A. COST OF WORK. The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

B. LABOR COSTS.

1. Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the Project Site or, with the Owner's agreement, at off-site workshops.
2. Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the Project Site with the Owner's agreement.

<u>Classification</u>	<u>Name</u>
President	Fred Edman
Executive Vice President	Andy Powell
Vice President of Civil Operations	Andrew Powell
Vice President of Pre-construction	Robbie Powell
Senior Project Manager	Alex Slaibe
Project Estimator	Van Povey
Project Assistant	Jonathan Owens
Project Assistant	Cole Fulton
General Superintendent	Julio Jimenez

3. Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
4. Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.B.1 through 6.1.B.3.

C. SUBCONTRACT COSTS. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the Subcontracts.

D. COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION.

1. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
2. Costs of materials described in the preceding Section 6.1.D.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold

by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

E. COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS.

1. Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.
2. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item.
3. Costs of removal of debris from the Project Site, including proper and legal disposal of same.
4. Reproduction costs, costs of physical or electronic document transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the Project Site and reasonable petty cash expenses of the Project Site office.
5. That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

F. MISCELLANEOUS COSTS.

1. That portion directly attributable to this Contract of premiums for insurance and bonds.
2. Sales, use or similar taxes (inclusive of impact fees) imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
3. Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

4. Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.H.2, reproduction costs, costs of postage and express delivery charges, Project Site communications equipment, and reasonable petty cash expenses of the Project Site office.
5. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses; judgment and settlements shall not be included in the calculation of the Construction Manager's Fee or the GMP and provided that such royalties, fees and costs are not excluded by the Contract Documents.
6. Costs for electronic equipment and software, directly related to the Work and with the Owner's prior approval.
7. Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
8. Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.
9. Expenses incurred in accordance with Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.
10. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

G. EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK. The Cost of the Work shall also include costs described in Section 6.1.A which are incurred by the Construction Manager:

1. In taking action to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property, as provided in Section 2.4.P of the General Conditions.
2. In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or

suppliers, provided that such damage or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement or by the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or by the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, sureties, Subcontractors, suppliers or others.

H. **COSTS TO BE INCLUDED.** The costs described in Sections 6.1.A through 6.1.G shall be included in the Cost of the Work notwithstanding any provisions of the General Conditions which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.2.

6.2 COSTS NOT TO BE REIMBURSED. The Cost of the Work shall not include:

1. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Project Site office, except as specifically provided in Sections 6.1.B.2 and 6.1.B.3.
2. Expenses of the Construction Manager's principal office and offices other than the Project Site office, except as specifically provided in Section 6.1.
3. Overhead and general expenses, except as may be expressly included in Section 6.1.
4. The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
5. Rental costs of machinery and equipment, except as specifically provided in Section 6.1.E.2.
6. Except as provided in Section 6.1.H.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.
7. Costs incurred in the performance of Preconstruction Services.
8. Except as provided in Section 6.1.F.10, any cost not specifically and expressly described in Section 6.1.
9. Costs which would cause the GMP to be exceeded.
10. Costs for services performed during the Preconstruction Phase.

6.3 DISCOUNTS, REBATES AND REFUNDS

A. ACCURAL TO OWNER. Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

B. DEDUCTION FROM COST OF WORK. Amounts which accrue to the Owner in accordance with the provisions of Section 6.3.A shall be credited to the Owner as a deduction from the Cost of the Work.

6.4 ACCOUNTING RECORDS. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants or other Owner-authorized personnel shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 CONSTRUCTION PHASE

7.1 PROGRESS PAYMENTS.

A. PROGRESS PAYMENTS. Subject to the requirements of Article III of the General Conditions, based upon Applications for Payment submitted to the Architect/Engineer by the Construction Manager and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the GMP to the Construction Manager as provided below and elsewhere in the Contract Documents.

B. PERIOD COVERED. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

C. DATE OF PAYMENT. Payments shall be made by Owner in accordance with the requirements of Florida Statutes § 218.735.

D. SUPPORTING DOCUMENTATION. With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner or Architect/Engineer to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the

Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

E. SCHEDULE OF VALUES. Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Architect/Engineer, shall be used as a basis for reviewing the Construction Manager's Application for Payment.

F. Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the GMP allocated to that portion of the Work in the schedule of values.

G. COMPUTATION. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 5.6 of the General Conditions, even though the GMP has not yet been adjusted by Change Order.
2. Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the Project Site at a location agreed upon in writing, supported by paid receipts.
3. Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1. or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount which bears the same ratio to that fixed-sum Construction Manager's Fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion.
4. Subtract the aggregate of previous payments made by the Owner.

5. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.D to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner in such documentation.
6. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified a Certificate for Payment as provided in Section 3.3.C of the General Conditions.

H. SUBCONTRACTOR RETAINAGE. Except with Owner's prior approval, per Florida Statutes § 255.078, Subcontractor payments shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for Subcontracts.

I. REDUCTION IN RETAINAGE. Notwithstanding the foregoing, upon completion of at least fifty percent (50%) of the Work, as determined by the Architect/Engineer and Owner, the Owner shall reduce to three percent (3%) the amount of retainage withheld from the Construction Manager's Fee in each subsequent progress payment.

J. NO ADVANCE PAYMENTS. Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the Project Site.

K. RELIANCE ON INFORMATION. In taking action on the Construction Manager's Applications for Payment, the Architect/Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect/Engineer has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.D or other supporting data, that the Architect/Engineer has made exhaustive or continuous on-site inspections or that the Architect/Engineer has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner acting in the sole interest of the Owner.

7.2 FINAL PAYMENT.

A. CONDITIONS OF FINAL PAYMENT. Final payment shall be made by the Owner to the Construction Manager when (1) the Agreement has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Section 2.4.C of the General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner; and (3) a final Certificate for Payment has then been issued by the Architect/Engineer; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Architect/Engineer's final Certificate for Payment, or as follows:

follows: B. CALCULATION. The amount of the final payment shall be calculated as

1. Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the GMP.
2. Subtract amounts, if any, for which the Architect/Engineer withholds, in whole or in part, a final Certificate for Payment as provided in Section 2.4.C of the General Conditions or other provisions of the Contract Documents.
3. Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner. Failing reimbursement by the Construction Manager and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such overpayment.

C. REVIEW. The Owner's fiscal staff will review and report in writing on the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect/Engineer by the Construction Manager. Based upon such Cost of the Work as the Owner's fiscal staff report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.A have been met, the Architect/Engineer will, within seven days after receipt of the written report of the Owner's fiscal staff, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and Owner in writing of the Architect/Engineer's reasons for withholding a certificate as provided in Section 3.5.C of the General Conditions.

D. ISSUANCE. If the Owner's fiscal staff report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Architect/Engineer. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed amount shall be made by the Construction Manager within sixty (60) days after the Construction Manager's receipt of a copy of the Architect/Engineer's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Owner's fiscal staff becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect/Engineer's final Certificate for Payment.

E. ADDITIONAL REIMBURSEMENTS. If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1 and not excluded by Section 6.2, (1) to correct nonconforming Work or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP. If the Construction Manager has

participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

8.1 INSURANCE. If and to the extent required by the RFP documents, the Construction Manager shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Construction Manager shall furnish the Owner all appropriate policies and Certificate(s) of Insurance. Upon the agreement of a GMP, the Construction Manager will negotiate a Builder's Risk Insurance Policy. The negotiation will consider exclusions and deductibles and the Owner will approve the policy prior to binding coverage. Both the owner and the construction manager shall be named insured on the policy and the Owner will bear the risk for all exclusions and any deductibles associated with a property loss during the construction process.

8.2 PAYMENT AND PERFORMANCE BOND.

A. **BOND REQUIRED.** The Construction Manager shall post a Payment and Performance Bond in the amount of the GMP, in a form provided and approved by the Owner.

B. **DELIVERY.** The Construction Manager shall file in the county records and deliver a recorded version of the required bond to the Owner at least three days before the commencement of any Construction Phase services.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION. During both the Preconstruction and Construction Phases, claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Article VIII of the General Conditions.

9.2 OTHER PROVISIONS. Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the General Conditions.

9.3 EXTENT OF CONTRACT. This Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. Except as provided in Section 9.13 below, if anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

9.4 OWNERSHIP AND USE OF DOCUMENTS. Section 10.4 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

9.5 GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the 12th Judicial Circuit in and for Lee County, Florida.

9.6 ASSIGNMENT. The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

9.7 SUBSTANTIAL COMPLETION DEFINED. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Construction Manager shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

9.8 PROJECT MEETINGS. During the Construction Phase, there shall be project meetings, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meetings will be attended by a representative of the Construction Manager, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

9.9 WEATHER. During the Construction Phase, any rainfall, temperatures below 32 degrees Fahrenheit or sustained winds greater than 40 miles per hour (30 miles per hour if the work involves material handling) which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Construction Manager documenting same.

9.10 SHOP DRAWINGS; CRITICAL SUBMITTALS. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Construction Manager within fourteen (14) days.

9.11 PUNCH LIST. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Construction Manager. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Construction Manager. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Construction Manager.

9.12 CLOSEOUT DOCUMENTATION. Within 30 days after obtainment of Substantial Completion and before final payment, Construction Manager shall gather and deliver

to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

9.13 GOVERNING PROVISIONS; CONFLICTS. In the event of a conflict between this Agreement and the Specifications or General Conditions, this Agreement shall prevail. In the event of a conflict between the Specifications and the General Conditions, the Specifications shall govern. In the event of a conflict between any of the foregoing documents and the Construction Manager's proposal, the foregoing documents shall prevail.

9.14 IMMIGRATION COMPLIANCE; E-VERIFY. Construction Manager acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, *et seq.*, and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Construction Manager's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Construction Manager shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(5), Construction Manager shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Construction Manager's contract with the Owner cannot be renewed unless, at the time of renewal, Construction Manager certifies in writing to the Owner that it has registered with and uses the E-Verify system. If Construction Manager enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Construction Manager shall maintain a copy of such affidavit for the duration of the contract. If Construction Manager develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Construction Manager shall terminate the contract with the subcontractor. If the Owner develops a good faith belief that Construction Manager has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Owner shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

9.15 INDEPENDENT CONTRACTOR. The Construction Manager acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

9.16 WAIVERS. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being

deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

9.17 AUTHORITY. Each of the Owner and Construction Manager represents and warrants to the other its respective authority to enter into this Agreement.

9.18 COVENANT TO DEFEND. Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

9.19 DISCLAIMER OF THIRD-PARTY BENEFICIARIES; SUCCESSORS AND ASSIGNS. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

9.20 HEADINGS AND CAPTIONS. The headings and captions of articles, sections, and paragraphs used this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

9.21 OWNER DIRECT PURCHASES. As authorized by Florida Statutes § 212.08(6), Florida Administrative Code § 12A-1.094, and Florida Department of Revenue Tax Information Publication 13A01-01, the Owner reserves the right to require the Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to the Town. This process will be referred to as Owner Direct Purchases (ODP) and is a method that may be utilized to create savings for the Owner. The Owner saves the amount of the sales tax when it purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. If the Owner elects to invoke this process, the contract cost reduction will be accomplished through the issuance of a deductive change order.

9.22 LEGAL REFERENCES. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be

construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

9.23 SEVERABILITY. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

9.24 ATTORNEY'S FEES AND COSTS. In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney's fees and costs regardless of the outcome of any such procedure or litigation, including related appellate and dispute resolution proceedings.

9.25 NOTICES. All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner:	David Willems, P.E., Public Works Director 9401 Corkscrew Palms Circle Estero, FL 33928 willems@estero-fl.gov
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To the Construction Manager:	Fred Edman, President Wright Construction Group, Inc. 5811 Youngquist Rd. Fort Myers, Florida 33912 Email: fred.edman@wcgfl.com
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Notices, comments, consents, objections, approvals, waivers and elections shall be deemed given when received by the party for whom such communication is intended at such address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

ARTICLE 10 TERMINATION OR SUSPENSION

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE.

A. RIGHT OF TERMINATION. Prior to execution by both parties of the GMP Addendum, the Owner may terminate this Agreement at any time without or without cause pursuant to Sections 14.1 and 14.2 of the General Conditions, and the Construction Manager may terminate this Agreement for any of the reasons described in Section 14.6 of the General Conditions.

B. COMPENSATION FOR PRECONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1.A.

C. ADDITIONAL COMPENSATION FOR CONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Agreement pursuant to this Section 10.1 after commencement of the Construction Phase, the Contractor shall, in addition to the compensation provided in Section 10.1.B, be paid an amount calculated as follows:

1. Take the Cost of the Work incurred by the Contractor.
2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, of the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as to Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.
3. Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.C.1. To the extent that the Owner elects to take legal assignment of Subcontracts and purchase orders (including rental agreements), the Construction Manager shall as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such Subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such Subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of the GMP Addendum shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the Subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated.

If the Owner elects not to accept the assignment of any Subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this Agreement not been terminated, the Construction Manager shall terminate such Subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE. Subsequent to execution by both parties of the GMP Addendum, the Agreement may be terminated as provided in Article 14 of the General Conditions.

A. LIMITATION ON PAYMENT; TERMINATION BY OWNER. In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Section 14.2 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C of this Agreement.

B. LIMITATION ON PAYMENT; TERMINATION BY CONSTRUCTION MANAGER. In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Section 14.6 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3 SUSPENSION. The Work may be suspended by the Owner as provided in Section 14.3 of the General Conditions. In such case, the term "Contract Sum" in that Section shall be understood to mean Cost of the Work.

WHEREFORE, the Parties hereto have entered into this Agreement as of the Effective Date.

Wright Construction Group, Inc

Village of Estero

By: _____
Fred Edman, President

By: _____
Steve Sarkozy, Village Manager

EXHIBIT 1: PRE-CONSTRUCTION PROPOSAL



January 28, 2026



Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida 33928

Attention: David Willems, P.E.
Public Works Director
Subject: Utility Expansion – Preconstruction Proposal
See See Street

It is our pleasure to provide our Preconstruction proposal for the Utility Expansion Project in the aforementioned areas. This preconstruction proposal is based on project plans and documents provided by Atwell Group. This Preconstruction proposal is summarized by the area listed below:

1. See See Street

The preconstruction proposal total is **\$36,530.00** as provided in the attached summary per area location. This is a Not-to-Exceed proposal, which will be invoiced based on the pre-construction cost and the agreed-upon fee.

If there are any questions or specific items you would like to discuss, we would be happy to provide any clarification we can. Thank you for the opportunity to serve the Village of Estero.

Respectfully Submitted:

James R Powell III
Digitally signed by
James R Powell III
Date: 2026.01.30
15:49:42 -05'00'

Robbie Powell
Vice President of Civil Preconstruction



5811 Youngquist Rd, Fort Myers, FL 33912 | 1404 Dean St, Ste 201, Fort Myers, FL 33901
wcgfl.com | 239.481.5000  



Scope of Service

5811 Youngquist Road
Fort Myers, FL 33912
(239) 481-5000 Phone
(239) 481-2448 Fax
CGC-038571

Estimated Preconstruction Timeline - 2026 See See Street

- 1. Progress Meetings**
 - a. Preconstruction Schedule Preparation and Update
 - b. Prepare Agenda and Direct Meeting
 - c. Provide Meeting Minutes
- 2. Project Plan Review (Constructability/ RFI / Cost Efficiency Options)**
 - a. Review the Final Design, Permit & Specification (provide feedback as necessary)
 - b. Initial Budget prior to Guaranteed Maximum Price (as requested by Village of Estero)
 - c. Provide comments on constructability concerns or errors.
 - d. Request additional information for GMP development clarity.
 - e. Provide cost saving ideas and / or efficiency improvements (if available).
- 3. Develop Site Utilization Plan**
 - a. Create project plan with areas of ingress and egress for each community.
 - b. Create a project plan identifying project staging area.
 - c. Develop traffic management plan.
- 4. Bid Scope Development**
 - a. Develop Bid Packages to maximize bidder participation.
 - b. Develop Subcontractor Pre-qualification Criteria.
 - c. Developer Subcontractors scope of services.
- 5. Bid Advertisement**
 - a. Public Advertisement
 - b. WCG Database Advertisement
 - c. Q&A Coordination and Addendum Submission
 - d. Pre-bid (Coordinate Location of Pre-bid with Village of Estero)
- 6. GMP Development**
 - a. Accept Bids / Review and Qualify Proposals
 - b. Prepare GMP and recommendations for Village of Estero Review
 - c. Meet with City for Final Review and GMP Submission

Wright Construction Group Inc.
 See See Street
 Preconstruction Services Summary by Activity

	Quantity	Unit	Total Cost
Progress Meetings			
Bi-weekly	1	NTE	\$3,760.00
Final Design & Specification Review and Budget			
Constructability Review	1	NTE	\$3,592.00
Request For Information	1	NTE	\$1,216.00
Cost Efficiency Options	1	NTE	\$4,976.00
Final Design & Specification Review and Budget Total			\$9,784.00
Develop Site Utilization Plan			
Ingress and Egress Plan	1	NTE	\$3,648.00
Staging / Delivery Plan	1	NTE	\$4,864.00
Develop Site Utilization Plan Total			\$8,512.00
Bid Scope Development			
Develop Bid Packages	1	NTE	\$2,516.00
Develop Subcontractor Prequalification	1	NTE	\$636.00
Schedule Development	1	NTE	\$1,880.00
Bid Scope Development Total			\$5,032.00
Bid Advertisement			
Public Advertisement	1	NTE	\$260.00
Q&A Coordination and Addendum Submission	1	NTE	\$1,244.00
Pre-bid Meeting	1	NTE	\$933.00
Bid Advertisement Total			\$2,437.00
GMP Development			
Accept Bids / Review and Qualify Proposals	1	NTE	\$1,424.00
Prepare GMP and recommendations for Village of Estero Review	1	NTE	\$1,852.00
Meet with City for Final Review and GMP Submission	1	NTE	\$622.00
GMP Development Total			\$3,898.00
WCG Preconstruction Services Summary Subtotal			
			\$33,423.00
G/L Insurance			\$401.08
Fee 8%			\$2,705.93
Total Lump Sum Preconstruction Phase Services			\$36,530.00

**EXHIBIT 2: GURANTEED MAXIMUM PROCE ADDENEUM (TO BE APPENDED
WHEN GMP ADDENDUM IS APPROVED)**

GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM
to
AGREEMENT
for
CONSTRUCTION MANAGEMENT AT RISK SERVICES

THIS GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES (“GMP Addendum”) is made and entered into this [redacted] day of [redacted], 2025 (the “Effective Date”), by and between the Village of Estero, a Florida municipal corporation, referred to herein as “Owner”, and the firm of [Construction Manager’s Name and legal description], referred to herein as “Construction Manager.”

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Services (the “Agreement”) under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of the infrastructure improvements related to the [insert name of project] (as further defined in the Agreement as the “Project”); and

WHEREAS, the Agreement provides that prior to commencement of the Construction Phase, Construction Manager and Owner must agree upon a Guaranteed Maximum Price (GMP) for the construction of the Project, to be established and memorialized in an addendum supplementing the Agreement; and

WHEREAS, the Project has been designed and permitted to a point sufficient that Construction Manager and Owner have agreed upon a GMP, as set forth herein.

NOW THEREFORE, Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, and the mutual covenants set forth in the Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

1. Establishment of GMP. Pursuant to Article 5 of the Agreement, the Owner and Construction Manager establish a GMP and Contract Time for the Work as set forth below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents and in the General Conditions.

2. GMP; Contract Documents. The Construction Manager’s GMP for the Work, including the estimated Cost of the Work (\$ [redacted]) and the Construction Manager’s Fee ([redacted]), is a total of [redacted] dollars (\$ [redacted]). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Addendum and marked Exhibits A through J, as follows:

- (a) Exhibit A. Project Plans and Specifications, addenda and General, Supplementary and other Conditions of the Agreement on which the GMP is based, pages _____ through _____, dated _____;
- (b) Exhibit B. Assumptions and Clarifications made in preparing the GMP, pages _____ through _____, dated _____;
- (c) Exhibit C. Project Schedule, pages _____ through _____, dated _____;
- (d) Exhibit D. Unit Prices, pages _____ through _____, dated _____.
- (e) Exhibit E. Certificate(s) of Insurance;
- (f) Exhibit F. Payment and Performance Bond;
- (g) Exhibit J. Standard Forms:
 - 1- Application for Payment (use AIA G702)
 - 2- Certificate of Substantial Completion (use AIA G704)
 - 3- Final Reconciliation/Warranty/Affidavit
 - 4- Change Order (use AIA G701)

Additional Contract Documents include the Agreement and attached General Conditions of the Construction Agreement, Addenda issued prior to execution of the Agreement, the Request for Proposal, the Construction Manager's proposal, permits, notice of intent to award, Notice to Proceed, purchase order(s), written amendments, Change Order(s), Work Directive Change(s) and Field Directive(s). No other documents shall be considered Contract Documents. In case of conflict, the earliest listed document shall prevail over later listed documents.

3. Contract Time; Liquidated Damages. The Construction Manager shall achieve Substantial Completion of the entire Work within _____ () days of receipt of the Notice to Proceed. Time is of the essence in the Contract Documents and all obligations thereunder. If the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of \$_____ per calendar day, commencing on the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. The Contractor agrees that such liquidated damages will not constitute a penalty, but were instead calculated to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the

Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

If early completion incentive is negotiated, insert terms here.

4. Effect of GMP. This Addendum shall constitute the GMP Addendum for purpose of satisfying the requirements of Article 5 of the Agreement and shall supplement and amend the Agreement such that all references to the GMP shall be construed to refer to the GMP set forth herein, as such GMP may be adjusted pursuant to the terms of the Agreement. All terms of the Agreement, as supplemented hereby, shall remain in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this GMP Addendum to be duly executed by their authorized representatives:

[CM's Name]

Village of Estero

By: _____
[Name Name], President

By: _____
Steve Sarkozy, Village Manager

EXHIBIT 3: THE GENERAL CONDITIONS

**APRIL 3, 2024 PIGGYBACK AGREEMENT
FOR CONSTRUCTION MANAGEMENT SERVICES**

EC 2024-29, slg, 4/3/2024

**PIGGYBACK AGREEMENT FOR CONSTRUCTION
MANAGEMENT AT RISK SERVICES**

This Agreement is made on the 3rd day of April 2024 (the “Effective Date”), by and between the **Village of Estero**, a Florida municipal corporation (the “Client”) and **Wright Construction Group, Inc.**, located at 5811 Youngquist Road, Fort Myers, FL 33901 (the “Contractor”), collectively referred to as the “Parties”.

WHEREAS, the Client has determined that it requires certain construction management services for various projects planned for its current and future fiscal years; and

WHEREAS, on September 27th 2022, Lee County, a political subdivision of the State of Florida (“County”) issued RFP # CMR220546NAT (“RFP”) for the purpose of receiving bids for continuing construction management services as further described in the RFP (the “Services”); and

WHEREAS, the Contractor responded to the RFP and County subsequently selected the Contractor as a responsive, responsible bidder; and

WHEREAS, on February 1st 2023, the Contractor and County entered into a Construction Manager at Risk-Annual Services Agreement (the “County Contract”) wherein the Contractor agreed to perform the Services for the County with a Term beginning March 7th 2023 in accordance with the terms and conditions described therein and in subsequent separate project-specific contracts; and

WHEREAS, § 2-184(b) of the Estero Procurement Code authorizes the Client to accept, in lieu of soliciting competitive proposals as otherwise required by the Code or Florida Statutes § 255.20, a competitively-solicited contract which has been made between another Florida governmental agency and a vendor of commodities or services where that contract was solicited pursuant to lawful competitive procedures which are equal to or more stringent than the Client’s; and

WHEREAS, the Client’s legal counsel has analyzed the RFP process used by the County and has determined that it was conducted in compliance with Florida Statutes § 255.20 and was otherwise a competitive solicitation process able to be “piggybacked” pursuant to § 2-184(b) of the Village Code; and

WHEREAS, the Client desires to piggyback onto the County Contract for the purposes of receiving the same Services from Contractor as are being provided to County under the County Contract; and

WHEREAS, the Village Manager or designee has obtained confirmation from an authorized representative of the Contractor that the Contractor consents to the formation of this contractual relationship by way of Client’s piggybacking onto the County Contract under the terms provided for herein.

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 County in accordance with the terms and conditions of the County Contract, at the prices specified therein. All references to the “County” or “Lee County” in the County Contract shall, for purposes of this Agreement, mean Client.
2. Unit Pricing. The Contractor’s work shall be performed at the same unit prices as are set forth in its Proposal (if any).

3. Scope of Work. The Contractor shall perform the work as set forth in the Scope of Work as set forth in the County Contract, and as further elaborated in the separate project-specific contract between the Parties awarded pursuant to § 4.2 of the RFP.
4. Additional Services. This Agreement is only for the provision of those Services provided by or made available by Contractor to County in the County 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, (ii) the Contractor's Proposal, and (iii) the County Contract (including any amendments and extension notices related thereto). Notwithstanding any term in the County 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 County Contract shall prevail first, followed by the RFP, followed by the Contractor's Proposal.
6. Term; Renewal; Termination. The Term of this Agreement shall commence on the Effective Date, shall have an expiration date of **March 7th 2026** (the termination date established in the County Contract award letter), and may be renewed for up to an additional three one-year terms, which renewals may be exercised by the Client notwithstanding the County's exercise of its own renewal option. This Agreement may be terminated as provided for in the same manner as is set forth in § 26.6 of the RFP incorporated into the County Contract.
7. Staff Title References and Language Substitutes. To the extent the County Contract refers to Project Manager, Project Administrator, or certain other County officials or employees authorized to act under the County 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. The following terms in the County Contract are revised as follows:

Section 28 of the RFP incorporated into the County Contract is revised to read:

Contractor shall submit invoices to Client by submitting them to Client, attn: Village Manager, at 9401 Corkscrew Palms Circle, Estero FL 33928. 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 32 and Special Condition 9.1 of the RFP incorporated into the County Contract, addressing the County's local vendor preference rules, are deleted.

In the event the Scope of Work set forth in any separate contractual work assignment issued pursuant to this Agreement exceeds \$100,000, the Contractor must provide the Client, and file a copy with the Clerk of Court, a payment and performance bond in favor of the Client in the form and manner as set forth in Florida Statutes § 255.05.

Contractor shall provide insurance coverages to the Client, and indemnification of the Client, in the same manner it provides the County in the County Contract.

In the event the County exercises its right to terminate the County Contract early, this Agreement shall survive through the Termination Date unless the Village, independently, exercises its own termination rights as provided for in § 6 of this Agreement.

8. 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.

9. Notices. 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:

Wright Construction Group, Inc.
Attn: Fred Edman, President
5811 Youngquist Rd
Fort Myers, FL 33901

10. Representations; Warranties; Fee Disclosure.

- 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.
- c. Pursuant to Florida Statutes § 218.80(3), Contractor will have to pay before or during construction the following permits or fees before or during construction:

The Village of Estero Community Development Fee Schedule is available at the following link:

<https://estero-fl.gov/wp-content/uploads/library-ada/Community%20Development%20Applications/Building%20Permit%20Applications/Miscellaneous/Fee%20Schedule%20rev.%205.4.22.pdf>

The following is a listing of all other governmental entities that may have additional permits or fees generated by the project:

Such information may vary depending on individual project assignment/scope, and so will be provided at the time of work assignment.

11. Miscellaneous.

- a. 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 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. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the Client. The Client shall have the right to approve or deny, with or without cause, any proposed or actual

assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Client shall be null and void and shall be grounds for the Client to declare a default of this Agreement.

- d. 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. 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. Notwithstanding any provision of the County 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. 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.
- g. 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.
- h. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- i. 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.
- j. 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.

- k. Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, 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 § 274(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 Client.

Pursuant to Florida Statutes § 448.095(2), 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 Client cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Client 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 Client 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 Client shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

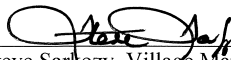
- l. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

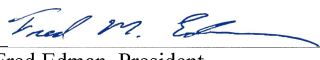
Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

Village of Estero

Wright Construction Group, Inc.

By: 
Steve Sarkozy, Village Manager

By: 
Fred Edman, President

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
March 4, 2026

Agenda Item: BERT acquisition

Motion to approve Purchase and Sale Agreement and to authorize the Village Manager to initiate the due diligence efforts which must be completed prior to the expiration of the due diligence period.

Background: As Council knows (and as was reviewed at the February 18th Council workshop), 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 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 4

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.

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 agreements is included as an exhibit to each agreement (lease or purchase) and is also included as a separate tab in the agenda notebook on this item.
- The Village Attorney has reviewed all of the leases, licenses, contracts and agreements the Village would inherit and has calculated that with the available documents on hand, the Village would **gain \$85,551.61 annually**.
- 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

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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.

With the language of the PSA and LPA options both now finalized between the Village's counsel and TPL's counsel, Village Council may now decide to move forward with either option (or to not move forward at all or to take some other action as Council desires).

Action Requested: Motion to approve Purchase and Sale Agreement and to authorize the Village Manager to initiate the due diligence efforts which must be completed prior to the expiration of the due diligence period.

Process and Timeline: If Council approves, the Village Manager will initiate the due diligence efforts and report back to Council well in advance of the September 29th due diligence period expiration date.

Financial Impact: Once the Village begins due diligence work, the cost would be approximately \$200,000 to \$250,000.

Prepared by: Robert Eschenfelder, Village Attorney

Attachments:

1. The list and description of leases/licenses, etc. the Village would assume (and revenues related thereto) is attached. (Copies of the contract documents and other related materials are in the separate BERT notebook provided to Council).

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT (“Agreement”) entered into this _____ day of _____ 2026, between **THE TRUST FOR PUBLIC LAND, a nonprofit California corporation**, whose address is 1834 Hermitage, St. 100, Tallahassee, FL 32308, (“Seller”), and the **VILLAGE OF ESTERO, FL, a Florida municipal corporation**, whose address is 9401 Corkscrew Palms Circle, Estero, FL 33828, (“Village”) (collectively (“Parties”).

RECITALS

A. The addresses and telephone numbers of the Parties to this Agreement are as follows:

SELLER

VILLAGE:

The Trust for Public Land 1834 Hermitage Blvd, St. 100 Tallahassee, FL 32308 Attention: Doug Hattaway, AICP Telephone: (850) 212-6859 Email: doug.hattaway@tpl.org	Village of Estero 9401 Corkscrew Palms Circle Estero, FL 33828 Attention: Steve Sarkozy Telephone: (239) 221-5035 Email: sarkozy@estero-fl.gov
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With a copy to:
Catherine A. Brown, Legal Counsel
THE TRUST FOR PUBLIC LAND
1834 Hermitage Blvd., St. 100
Tallahassee, FL 32308
Telephone: (857) 204-0391
Email: kate.brown@tpl.org

With a copy to:
Robert M. Eschenfelder, Esq.
TRASK DAIGNEAULT, LLP
Harbor Oaks Professional Center
1001 South Fort Harrison Ave, Suite 201
Clearwater, FL 33756
Telephone: (727) 403-5007
Email: rob@cityattorneys.legal

B. Village acknowledges and agrees that Seller has a binding Option Agreement on that certain real property in Lee and Collier Counties, Florida, which property is more particularly described in Exhibit “A” attached hereto and incorporation herein by this reference (hereinafter referred to as the “Parent Property”) and is not presently the owner of the Property. The Parent Property is more particularly described as an approximately 11.4-mile corridor from the Northern edge of Estero Parkway at approximately SGLR Milepost AX 979.40 south to the corridor’s terminus at approximately SGLR milepost AX 990.80. Village acknowledges that the portion of the Parent Property intended to be conveyed to Village under the terms stated herein extends from the northern edge of Estero Parkway at approximately SGLR Milepost AX 979.40 south to approximately AX 983.5, which is intended to be the jurisdictional boundary between the Village of Estero and the City of Bonita Springs, FL (the “Property”).

Seller shall convey title by Quit Claim deed to the Property subject to a notice of interim trail use ("NITU") issued by the federal Surface Transportation Board ("STB"). Prior to the closing of the transaction, Exhibit "A" will be modified to reflect a legal description for the Property. Seller's obligations under this Agreement are contingent upon Seller acquiring marketable fee simple title from the current owner, Seminole Gulf Railway, L.P. ("SGLR").

C. Seller wishes to sell the Property to Village and Village wishes to purchase the Property from Seller on the terms and conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale.** In consideration of an earnest money deposit by Village to Seller in the amount of TEN DOLLARS and 00/100 (\$10.00) (the "Deposit") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Village agrees to buy the Property on the terms and conditions set forth in this Agreement. The Deposit, if any, paid above shall be credit toward the Purchase Price (as defined below). Seller shall return the Deposit, if any, to Village if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. **Inspection Period.** The period of time from the Effective Date of this Agreement through September 29, 2026, shall constitute Village's inspection period (the "Inspection Period"). During the Inspection Period, Village, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as Village deems appropriate in order to assess the condition of the Property. During the Inspection Period, Village may, in its sole discretion, terminate this Agreement by delivering written notice to Seller, prior to the end of the Inspection Period if it deems the survey, status of title, or physical or environmental condition to be unacceptable.

3. **Purchase Terms.**

a. **Price.** The purchase price for the Property shall be Nineteen Million Seven Hundred Ninety-Two Thousand Two Hundred Nine and 00/100 Dollars (\$19,792,209) (the "Purchase Price").

b. **Method of Payment.** The Purchase Price shall be paid at closing by cashier's or bank check or by wire transfer of immediately available funds, subject to credits, prorations and adjustments as provided in this Agreement.

c. **Quit Claim Deed.** The conveyance shall be by quit claim deed conveying all of Seller's right, title and interest in the Property, if any, but shall be expressly 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 this Agreement; all matters of record; any applicable zoning ordinances and subdivision regulations and laws; taxes and assessments, both general and special, which become due and payable after the date of conveyance and which Village assumes and agrees to

pay; all matters that would be revealed by a survey meeting applicable State minimum technical requirements or by an inspection of the Property; the items or matters identified in Section 4.a.v. of this Agreement; and all existing occupancies, encroachments, ways and servitudes, howsoever created and whether recorded or not. The provisions of this Section shall survive Closing.

d. Railroad Property. Notwithstanding the conveyance of the Property to Village, SGLR retains ownership of all rail, rail fastenings and grade crossing signal equipment (the "Railroad Property"), and SGLR must remove such property within Seven Hundred Thirty (730) days after conveyance to Seller (the "Removal Period"). Any Railroad Property not removed within the Removal Period shall become the property of the Village or its successors in interest. Except as to land disturbance, SGLR has agreed to indemnify, defend and hold harmless Seller and their successors and assigns from any against any claims, damage or loss resulting from such removal activity.

4. Closing. In the event Village does not terminate this Agreement as permitted herein, the Closing shall take place on or before October 23, 2026, at a time and place mutually agreeable to the Parties ("Closing Date"). The Parties may arrange to close by mail. Village's purchase and obligation to close is contingent on the STB's approval or extension of a Notice of Interim Trail Use (NITU) to Village which will be timely and properly requested by Village in coordination with Seller and SGLR in accordance with STB regulations.

a. Seller shall deliver to Village no less than fifteen (15) days prior to the Closing Date, drafts of the following documents prepared by Seller's counsel for Village's review, and on or before the Closing Date final versions of same:

i. an owner's affidavit attesting to the absence of mechanic's or materialmen's liens, proceedings involving Seller which might affect title to the Property being transferred by deed, and confirming such lessees or licensees as may be in possession pursuant to ground leases or licenses meeting the requirements as to title set forth in Section 6;

ii. a Foreign Investment and Real Property Tax Act (FIRPTA) affidavit, and such other instruments and documents as Village's counsel or the title insurer may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property being transferred by deed to Village in accordance with this Agreement, including, without limitation, assignments of surviving leases and contracts affecting the Property being transferred by deed that will be assigned or partially assigned by Seller and the assignment of condemnation proceeds referred to below. Possession of the Property shall also pass to Village at the time of Closing;

iii. Quit Claim deed;

iv. Closing statement;

v. Assignment and Assumption Agreement for all leases, license and other agreements that will be assigned or partially assigned by Seller and/or SGLR, and assumed by Village at closing;

b. On the Closing Date, Village shall deliver to Seller the balance of the Purchase Price and execute and deliver the following:

- i. Closing statement;
- ii. Assignment and Assumption Agreement for all leases, license and other agreements that will be assigned or partially assigned by Seller, and/or SGLR, and assumed by Village at closing;
- iii. Trail Use Agreement in substantially the form attached hereto as Exhibit "D"; and

Possession of the Property shall pass to Village on the Closing Date. Village shall be responsible for recording the Quit Claim Deed. The Parties shall cooperate with each other to complete all other documents and actions necessary to effectuate the transaction contemplated by this Agreement.

5. **Closing Expenses and Prorations:**

- a. Village's expenses:
 - i. Village's title search and title insurance policy premium;
 - ii. The recording fee for the deed of conveyance;
 - iii. Reimbursement to Seller 50% of the cost to complete one appraisal report; and
 - iv. Reimbursement to Seller the cost to complete a boundary survey, a phase 1 environmental assessment report, and a phase 2 environmental assessment, if applicable, meeting the minimum sampling requirements as stated in Exhibit "B".
- b. Seller's expenses:
 - i. the cost of preparing all documents necessary to satisfy the requirements of Closing; and
 - ii. the cost of the closing fee charged by escrow agent, if any; and
 - iii. 50% of the cost to complete of one appraisal report; and
 - iv. Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Village tax collector an amount equal to the current taxes prorated to the date of closing, based upon the current assessment and millage rates on the Property.

c. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. **Condition of Title.**

a. Within sixty (60) days of the Effective Date of this Agreement, Seller shall provide a commitment for a title insurance policy on the Property in the amount of the Purchase Price. At closing, the premium for the title insurance policy shall be paid by Village.

b. Village may object to any matter of title that, in the opinion of Village, would constitute a title defect or render title unmarketable or uninsurable. Such objections to title shall be specified in writing and deliver to Seller within ten (10) days from the date of receipt of the title commitment by Village.

c. In the event Village timely notifies Seller of objections to title, Seller shall make a good faith effort to cure such title defects within thirty (30) days from receipt of notice.

d. If after the exercise of reasonable due diligence, Seller is unable to make title to the Property such as is required by Village by the closing date, then Village shall have the right to:

i. terminate this Agreement, in which case all monies paid by Village in accordance with this Agreement shall be returned immediately to Village, Village will reimburse Seller incurred costs by Seller as stated in Paragraph 5, and the Parties shall be relieved of any further obligations hereunder;

ii. extend the closing date for up to thirty (30) days to allow Seller additional time to make title to the Property such as is required by the terms of this Agreement; or

iii. elect to accept title to the Property in its existing condition.

e. The deed shall contain one or more restrictive covenants, reading substantially as follows, to run with title to the Property, and to be binding upon Village, Village's heirs, legal representatives and assigns, or corporate successors and assigns, or anyone claiming title to or holding the Property through Village:

i. "Grantee (Village) acknowledges that the Property conveyed hereunder has been historically used for railroad industrial operations and other uses and is being conveyed for use as a recreational trail and for "occupancies" as described hereafter. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Property for any purpose other than for a recreational trail and related infrastructure improvements, and that the Property will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Property by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family

residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind, (c) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the property (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that could be consumed by a human) or (d) the establishment of a mitigation bank and/or the sale, lease, license, conveyance or in any way distribution of mitigation credits (collectively the "Environmental Use Restrictions"). Notwithstanding the foregoing, the above restrictions shall not apply to any uses of the Property pursuant to occupancy agreements with Grantor at the time of conveyance to Grantee (Village). For clarification, nothing in this section shall preclude Grantee from entering into new or renewed occupancy agreements, provided that such occupancies are not incompatible with either recreational trail use, the restoration of rail service. (For these purposes "occupancies" shall mean use of the property for gas, electric, water, drainage or water management, sewer, telephone, telecommunications, cellular service or other similar service provided by a public, quasi-governmental or private entity.) By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Property for human consumption, irrigation, or other purposes.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Property, or any tracks located thereon, for the transportation of passengers in any form. (the "Passenger Use Restrictions").

ii. Grantee and Grantor agree and acknowledge the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own property adjacent to the Property. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement of the said covenants and easements whether or not Grantor retains title to property adjacent to the Property."

f. The deed shall contain an acceptance of the Property substantially in the following form:

- (i) "Grantee, its authorized successors, designees and assigns hereby accepts the Property subject to the Decision and Notice of Interim Trail Use served on _____, 202_, in Surface Transportation Board ("STB") Docket No. AB-400 (Sub No. __X), *Seminole Gulf Railway, L.P. – Abandonment Exemption in Lee County and Collier County, FL*, in which the STB, pursuant to Section 8(d) of the National Trails Systems Act, 16 U.S.C. 1247(d), *et seq.*, imposed a Notice of Interim Trail Use on the Property. Grantee for itself and its successors, heirs, legal

representatives and assigns, acknowledges that the Property remains subject to the jurisdiction of the STB for purposes of reactivating rail service.”

7. **Village’s Right of Entry and Survey.** Seller shall provide to Village a current certified boundary survey performed by a registered Florida land surveyor in form acceptable to Seller and Village within one hundred fifty (150) days from the Effective Date of this Agreement. The plat of the survey shall show the boundaries of, and state the acreage of the Property, rounded to the nearest one-tenth (1/10) of a square foot. The Property description in Exhibit “A” shall be changed, if necessary, to conform to the survey and to the requirements of the title commitment. If an accurate boundary survey by Village’s surveyor discloses any state of facts which materially or adversely affect the insurability of marketability of the title to the Property, same shall be treated in the same manner as a title defect under Section 6 above. Village shall pay for the cost of the survey upon conveyance of title from Seller to Village, or within 45 days following termination of this Agreement. Notwithstanding, Seller’s obligation to provide Village the survey is contingent on Seller entering into separate agreements for the conveyance of other segments of the Parent Property.

8. **Hazardous Materials and Audit Remediation.** Seller shall provide Village with a Phase 1 and, if necessary, Phase 2 Environmental Site Assessment(s) (“ESA”) of the Property performed in accordance with the Minimum Sampling, Soil Management, and Capping Requirements For Rails-to-Trails Conversion of Rail Corridors stated within Exhibit B herein. Additionally, in the State of Florida, if an ESA gives an opinion regarding geology, the report must be signed by a Professional Geologist or Professional Engineer qualified in geology. Seller shall deliver all ESA reports to Village no later than one hundred twenty (120) days from the Effective Date of this Agreement. Village shall pay for the cost of the ESA upon conveyance of title from Seller to Village, or within 45 days following termination of this Agreement.

If there is found contamination present on the Property above state regulated contaminant thresholds that require preventative, mitigative or remediation measures to protect public health, Village may elect to terminate this Agreement by giving notice as required herein, in which the Seller agrees to return to Village the Deposit, if any, and Village will reimburse Seller incurred costs by Seller as stated in Paragraph 5. Thereafter the Parties shall have no further obligations under this Agreement. If Village does not terminate the Agreement as stated herein in this Paragraph within thirty (30) days following receipt of the Phase 2 ESA, then Village will have deemed to accept the condition of the Property pertaining to hazardous materials “AS IS and WHERE IS”.

It is the mutual intention of the Parties hereto that the ultimate use of the Property shall be for public recreation and open space conservation. Village acknowledges that: 1) the historical use of the Property was for railroad and industrial operations and that the Property is being conveyed as industrial use property; and 2) non-industrial use of the Property may require the implementation of remedial or corrective actions to ensure the protection of human health or the environment.

Seller's obligation to provide Village the ESA is contingent on Seller entering into separate agreements with the City of Bonita Springs and Collier County for the conveyance of the other segments of the Parent Property.

9. **Representations and Warranties of Seller.** Seller represents and warrants to Village that Seller shall have good and marketable fee simple title to the Property by the time of closing. Seller has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement. No one other than Seller will be in possession of, nor have any right of possession of, any portion of the Property at the time of conveyance to Village. If, before the conveyance to Village, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Village of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the date of conveyance to Village, Village may elect to either:

a. terminate this Agreement, in which case Village shall have no obligation to accept title to the Property, or

b. defer the closing date for a period of up to Thirty (30) days to permit Seller to remedy the problem.

10. **Trail Use Agreement.** The Agreement between Seller, CSXT and SGLR contains the terms and conditions of the trail use agreement (the "Trail Use Agreement"), which is attached hereto as Exhibit "D" and incorporated herein by this reference. The Trail Use Agreement sets forth the rights, responsibilities and obligations of CSXT and SGLR, identified as Seller in the Trail Use Agreement and the Trail Sponsor, which for the purposes of the Trail Use Agreement is the Village. The Seller hereby assigns, transfers, quitclaims, conveys and releases to Village any interest it may have in the Trail Use Agreement and upon the Closing of this transaction, Village agrees to be bound by and abide by the terms of the Trail Use Agreement.

11. **Signage.** The parties agree that temporary or permanent signage erected on the Property shall provide for the recognition of the role of both Buyer and The Trust for Public Land, as Seller, in conserving the Property. If Buyer provides the sign, such sign shall refer to the role of Buyer and Seller in conserving the Property on one sign and shall be located at a prominent location on the Property, affording good public visibility. If Buyer declines to install a sign, Seller shall have the right to install the sign at Seller's expense; such sign shall refer to the role of Seller and, if Buyer so elects, to the role of Buyer in conserving the Property, and shall be located at a prominent location on the Property affording good public visibility. In all cases, the design and location of signs shall be subject to the approval of both parties, which approval shall not be unreasonably withheld. Buyer shall be responsible for any maintenance or repair of the sign. This section shall survive closing and delivery of the deed. *The right to install the sign described above shall not be deemed to be an interest in real property held by Seller, but rather a contractual obligation between Buyer and Seller which shall not run with the land.*

12. **Notices.** All notices pertaining to this Agreement shall be in writing delivered to the Parties hereto by hand, electronic mail, first class mail, or courier service, in accordance with the information set forth in Recital "A."

13. **Binding on Successors.** This Agreement shall be binding not only upon the Parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

14. **Remedies upon Default.** In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, Village shall have the right to reimbursement of any reasonable third-party expenses for professional services incurred by Village pursuant to this agreement not to exceed \$50,000, as well as the right to pursue a specific performance action against Seller, or pursue any other available legal or equitable remedies. In the event of a default by Village, Seller shall have the right to reimbursement for all reasonable third party expenses related to preparing the Property for sale to Village, as well as the right to pursue a specific performance action against Village, or pursue any other available legal or equitable remedies.

15. **Entire Agreement/Modification.** This Agreement shall not be modified or amended except by an instrument in writing, signed by or on behalf of the Parties.

16. **Counterparts.** The Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed an original and which, together, shall constitute one and the same agreement.

17. **Effective Date.** As used herein, the terms "date of this Agreement," "date hereof," and "effective date of this Agreement" shall mean the date on which the last of the Parties signs this Agreement ("Effective Date")

IN WITNESS WHEREOF, The Parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on the dates set forth below.

SEE FOLLOWING PAGES FOR SIGNATURES

SELLER: THE TRUST FOR PUBLIC
LAND, a nonprofit California corporation

By: Douglas Hattaway
Its: Southeast Director of Conservation

Date: _____

VILLAGE OF ESTERO:

Witness print name

Witness signature

Witness print name

Witness signature

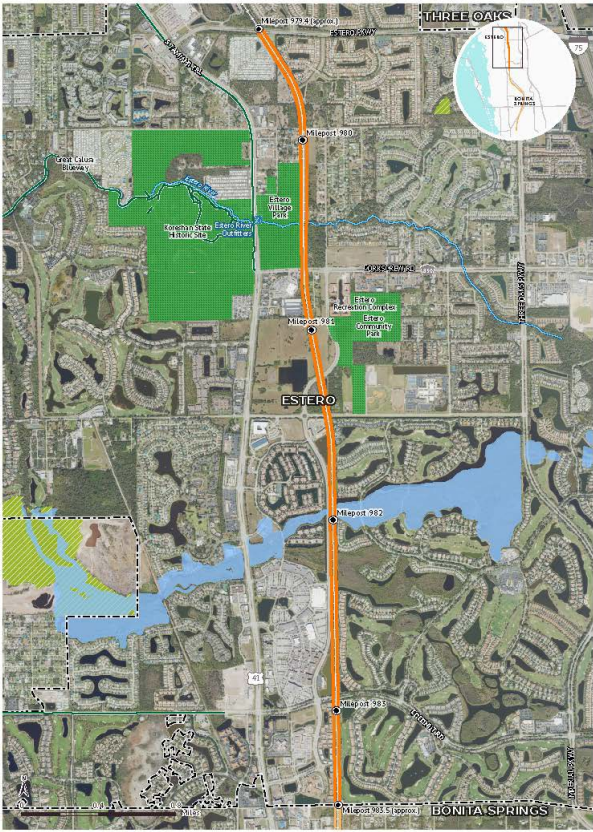
By: Steven R. Sarkozy

Title: Village Manager

Date: _____

EXHIBIT "A"
SUBJECT PROPERTY DESCRIPTION

The portion of the rail corridor extending from the northern edge of Estero Parkway at approximately SGLR Milepost AX 979.40 south to southern boundary of Section 9, Township 47 South Range 25 East, which is approximately Milepost AX 983.5. This southern end is intended to be the shared jurisdictional boundary of the Village of Estero and City of Bonita Springs, FL.



Segment: Estero

Segment length: 4.1 miles Segment area: 66.7 acres

BONITA ESTERO RAIL TRAIL

February 5, 2020. Copyright © Trust for Public Land. Trust for Public Land (TPL) is a 501(c)(3) nonprofit organization. Public Land logo is a federally registered mark of Trust for Public Land. Information on this map is provided for purposes of discussion and is not intended to be used for any other purpose.

- Segment of trail
- Rail milepost (SGLRT)
- Existing trail or greenway
- River/creek offset/intersect
- Wetlands offset/intersect
- City village or Census Designated Place
- Conservation easement
- Park or other protected land



EXHIBIT "B"

**Minimum Sampling, Soil Management, and Capping Requirements
For Rails-to-Trails Conversion of Rail Corridors**

Village Agrees to:

I. Sampling

Surface soils should be sampled as follows (please see attachments for typical sampling layout schematics):

- a. Adjacent to any existing or former buildings, bridges, signals, etc.
- b. At former switch or rail-to-rail crossings, collect a minimum of 3 composite samples. One composite sample should be obtained at the switch or crossing location, with additional composite samples obtained at 50-foot intervals in either direction along the corridor as illustrated in Figure 1. Each composite sample should consist of 5 specimens (i.e., each composite sample will consist of 5 discrete samples that are mixed together and analyzed as a single sample).
- c. Along the remaining rail corridor, which is less than one mile in length:
 - For corridor less than 0.5-mile long, collect a minimum of 10 composite samples.
 - For corridor 0.5 – 0.75 miles long, collect 15 composite samples.
 - For corridor 0.75 miles to 1 mile long, collect 20 composite samples. Space the sampling points evenly down corridor, i.e., 20 samples in one mile is one sample about every 250 feet.
 - For corridors greater than 1 mile in length, the number of evenly spaced samples to be collected should be calculated as follows:

$$\text{Number of Composite Samples} = 20 + 5x$$

Where x = total corridor length in excess of 1 mile

As an example, given a 4-mile length of corridor, the number of samples to be collected would equal $20 + 5 \times 3$ or 35 composite samples, which would be spaced approximately every 600 feet.

Each composite sample collected along the corridor should consist of 5 specimens. An illustration of the composite sample configuration for a rail corridor is provided in Figure 2.

- d. Samples should be collected from the upper 6 inches of soil taking into consideration State standards concerning direct exposure.
- e. Samples should be analyzed for arsenic (SW 846 Method 6010B), lead (SW 846 Method 6010B) and PAH (SW 846 Method 8270C SIM). If the corridor was utilized for electric rail, the samples should also be analyzed for PCB's using SW 846 Method 8082, Method 608 or appropriate state test method.

II. Soil Management Plan

The purchase sale agreement shall require buyer to provide a written soil management plan defining procedures for monitoring the corridor to ensure potential exposure pathways are controlled to reduce risk of exposure to the public to acceptable levels. This plan shall include at a minimum:

- A site plan clearly showing "capped" vs. "un-capped" areas of the corridor
- A detailed description of the cap thickness and method of construction (i.e. soil, concrete, asphalt, etc.);
- A detailed description of methods and procedures to be utilized to prevent users from accessing uncapped areas of the corridor and potentially contacting site soils. This section should include a discussion of signage or other methods to be utilized to communicate to the public the past industrial use of the corridor and the potential for impacted soils to be present;
- Defined procedures for the testing and management of soil that is excavated as part of a construction project on the property, such as culvert or underground utility installation;
- A discussion of inspection and reporting procedures to document (at least annually) the condition of the cap and to reaffirm that un-capped areas of the site are not being accessed or utilized by the public. The annual inspection report should identify any deficiencies in the cap and document any changes (including updated site plans) or repairs made to the cap during the inspection period, and any other corrective actions warranted to protect the public from exposure to site soils.

III. Capping by the Village, its successors or assigns.

The rail bed, defined as extending from opposite toes-of-slope of the ballast field, if present, or a minimum of 7 feet on either side of the centerline of the former track, shall be graded and capped with pavement or other suitable material to prevent contact with the surface soil. This cap should have a minimum thickness of one to two feet. Actual cap design should be developed on a project-specific basis taking into account specific requirements of State and Local environmental regulation.



EXHIBIT "C"
LEASES, LICENSES, CONTRACTS OR AGREEMENTS

AX 982.80_Coconut Pt Dev_Signal Synch_Coconut Rd/Sandy Ln FDOT 91-7829T
 AX 982.80_Lee County_Xing & Signal_Coconut Rd_SGLR 0391
 AX 982.36_Sweetwater Ranch_Private Xing_CSX 619662
 AX 982.36_Sweetwater Ranch private rd xing SGLR 0220
 AX 982.22_Sweetwater Ranch private xing SGLR 0220
 AX_982.22 Bonita Bay Group culvert & swale license, no agr number
 AX 982.22_The Brooks (Long Bay Partners)_Culvert & Swale_SGLR 0269
 AX 981.98_BS Util_ug water main_Falling Leaf Dr
 AX 981.90_Long Bay_Culvert
 AX 981.39_TECO_ug gas main_Williams Rd_SGLR 0355
 AX 981.38_Village of Estero_Xing & Signal_Williams Rd_SGLR 0004
 AX 981.38_BS Util_ug water main_Williams Rd
 AX 981.38_School Board Lee Co_Xing_Williams Rd_CSX 5295
 AX 981.37_FPL GA_oh wireline_Williams Rd
 AX 981.37_FPL_oh wireline_Williams Rd_SGLR 0296
 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 981.28_Lee County_ug drainage pipe_Via Coconut Point_SGLR 0456
 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 980.68_Lee County Enviro_ug water main_SGLR 0204
 AX 980.65_Lee County Enviro_ug force main sewer_SGLR 0224
 AX 980.64_TECO_ug gas_Corkscrew Rd_SGLR 0397
 AX 980.62_ATT_Land Lease_CSX 5408
 AX 980.62_FPL Fibernet_ug wireline_Corkscrew Rd_CSX 675733
 AX 980.61_FPL GA_oh wireline_SBD 3340-93
 AX 980.61_Time Warner_ug wireline_Corkscrew Rd_SGLR 0316
 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 980.60_Comcast_ug wireline_Corkscrew Rd
 AX 980.59_Coconut Point Dev_Signal Synch_Corkscrew Rd
 AX 980.59_Coconut Pt Dev_ug wireline_Corkscrew Rd_SGLR 0524
 AX 980.39_Koreshan Unity_oh electric ACL 4301
 AX 980.34_Koreshan Unity_oh electric ACL 136
 AX 980.11_Jo Bigelow_Land Lease for Fence_SBD 2734
 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 979.84_Village of Estero_Longitudinal Drainage Swale_SGLR 7036
 AX 979.70_Lee County_ug drainage pipe_SGLR 0069
 AX 979.66_Lee County_Enviro_ug water main_Broadway Ave E_SGLR 0021
 AX 979.51_Banyan Group_Golf Cart Xing_CSX 1179

EXHIBIT "D"**Trail Use Agreement**

If the STB issues a NITU in favor of a designated trail sponsor ("Trail Sponsor") on the Property to be transferred by deed in favor of Village, the following (which shall be completed by the parties after the issuance of the NITU) shall constitute the Interim Trail Use Agreement:

a. By Decision and Notice of Interim Trail Use or Abandonment served _____, in STB Docket No. AB 55 (Sub No. __), the Surface Transportation Board ("STB") imposed a one-year period for the Trail Sponsor to negotiate an interim trail use/rail banking agreement with SGLR for the Property.

b. Trail Sponsor agrees that upon acceptance of a quitclaim deed conveying the applicable Property to Trail Sponsor, as Interim Trail Manager, or its designee pursuant to the STB's aforementioned order, Interim Trail Manager, its authorized successors, designees or assigns shall assume full responsibility for (1) management of the right-of-way; (2) all legal liability arising out of the transfer or use of the right-of-way unless the Interim Trail Manager is immune from liability in which case it shall only indemnify SGLR against any potential liability) and (3) the payment of any and all taxes that may be levied or assessed against the right-of-way.

c. Interim Trail Manager acknowledges that the Property remains subject to the jurisdiction of the STB for purposes of reactivating rail service. As an inducement to Interim Trail Manager to enter into this Agreement, and in the event action is taken to reactivate rail service on the Property, SGLR agrees to compensate Interim Trail Manager, or assist Interim Trail Manager as follows:

i. In the event the STB, or any other entity of the United States Government compels SGLR, its successors or assigns, to reactivate rail service on the Property, or in the event SGLR, its successors or assigns, voluntarily takes steps to reactivate rail service on the applicable Property or portion thereof by seeking to vacate or modify the Notice of Interim Trail Use, and if the STB approves the vacation or modification of the NITU and reactivation of rail service requiring conveyance of the Property or portion thereof by the Interim Trail Manager to SGLR its successors or assigns, then, in such event, SGLR, its successors or assigns, shall pay to the Interim Trail Manager at the time of reactivation the then depreciated value of all trail and related infrastructure improvements made by Village, 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"). The amount to be paid by SGLR to the Interim Trail Manager shall be calculated in accordance with the following:

(Current Price Index*/Base Price Index**) X Purchase Price = Amount paid to Interim Trail Manager

* Effective annual CPI for the most recent year ending prior to reactivation.

** Effective annual CPI for the year of Closing.

In the event the CPI is converted to a different standard reference base or otherwise revised or changed, the calculation of the adjustment shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as reasonably determined by SGLR and the Interim Trail Manager.

In the event that rail service is reactivated and reimbursement is required by SGLR as set out herein, Interim Trail Manager shall re-convey the applicable Property together with all improvements located thereon to SGLR.

ii. SGLR for itself and its successors and assigns agrees that it will not voluntarily transfer its reactivation rights to any third party or common carrier, or agree to any third-party or common carrier request to reactivate, unless and until it has received a letter from the Interim Trail Manager stating the Interim Trail Manager's support for reactivation of rail service and vacation of the NITU, and that the Interim Trail Manager has reached a satisfactory agreement with such third party petitioning for reactivation of rail service for the depreciated value of all related improvements and compensation for transfer and conveyance of the Property, provided that such compensation shall not be greater than the fair market value of the Property at that time.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
March 4, 2026

Agenda Item:

Planning Zoning and Design Board Appointments

Motion to approve Resolution No. 2026-04 to reappoint five members for two- and three-year terms as outlined in the attached Resolution; to reappoint Anthony Gargano as Chair; and to leave the current vacant position unfilled at this time.

Background and Description:

The Planning Zoning and Design Board is a volunteer Board appointed by the Council. The Board serves as the Local Planning Agency which is required by State statute.

Five members of the Planning Zoning and Design Board have terms that expire on April 30, 2026. In addition, there is one vacancy (Scotty Wood). The three remaining members' terms (Mike Sheeley, Anthony Gargano and Dan Williams) will expire on April 30, 2027.

The five members whose terms expire in April, 2026 are:

- James Tattoles
- Barry Jones
- Jim Wallace
- Kristin Jeannin
- Al Paivandy

Three of these members are design professionals. All members have indicated that they would be interested in reappointments.

In 2025, two members were reappointed for one-year terms. In 2024, the Council did a broad outreach for members, resulting in changes of terms and membership.

Staff Recommendation:

1. Reappoint five members for two and three-year terms as outlined in the attached Resolution.
2. Reappoint Anthony Gargano as Chair.

Page 1 of 2

3. Do not fill vacant position.

The Village Land Development Code (excerpt attached) states that the terms shall be for three years and should be staggered such that “not fewer than two nor more than three terms shall expire each year”. The broad outreach and appointments in 2024 resulted in five members’ terms expiring at the same time. To avoid this in the future, staff recommends the two and three-year terms.

Action Requested:

Motion to approve Resolution No. 2026-04 to reappoint five members for two- and three-year terms as outlined in the attached Resolution; to reappoint Anthony Gargano as Chair; and to leave the current vacant position unfilled at this time.

Financial Impact:

No financial impact. The Planning Zoning and Design Board is a volunteer Board. The Board also functions as the Local Planning Agency which is required by State Statute.

Prepared By: Mary Gibbs

Attachments:

1. Planning Zoning and Design Board Members Current List and Terms
2. Resolution No. 2026-04
3. Land Development Code Excerpt

**PLANNING ZONING AND DESIGN BOARD
REVISED 02/05/2025**

Michael Sheeley/ Vice Chairman 10-29-2024 15661 Old Wedgwood Court Fort Myers, FL 33908 Cell: 239-850-1440 Email: sheeley@estero-fl.gov	Re-Appointed: 05/1/2024 Term Expires: 4/30/2027 Appointed: 05/01/2021
James Tatooles 8524 Via Lungomare Circle, Unit 101 Estero, FL 33928 Cell: 847-373-5166 Email: tatooles@estero-fl.gov	Re-Appointed: 5/1/2024 Re-Appointed: 02/05/2025 Term Expires: 4/30/2026
Anthony Gargano – Chairman 05/01/2024 23923 Amalfi Coast Road Estero, FL 34135 Home: 239-444-5525 Cell: 609-221-4899 Email: gargano@estero-fl.gov	Re-Appointed: 05/1/2024 Appointed Chairman 04/03/2024 Term Expires: 4/30/2027
Barry Jones 22675 Forest View Drive Estero, FL 33928 Home: 239-495-2069 Cell: 239-565-0427 Email: jones@estero-fl.gov	Appointed: 5/1/2021 Reappointed: 5/1/2023 Term Expires: 4/30/2026
Jim Wallace 9510 Corkscrew Palm Circle #1 Estero, IL 33928 Home: 239-404-3208 Cell: 239-405-3208 Email: wallace@estero-fl.gov	Appointed: 5/1/2021 Reappointed: 5/1/2023 Term Expires: 4/30/2026
Kristin Jeannin State-Registered Landscape Architect 4499 E. Alhambra Circle Naples, FL 34105 Phone: 239-738-0929 Jeannin@estero-fl.gov	Appointed: 5/1/2021 Reappointed: 5/1/2023 Term Expires: 4/30/2026
Dan Williams 11840 Solemar Court Estero, FL Phone: 816-812-4052 dwilliams@estero-fl.gov	Appointed: 05/01/2024 Term Expires: 04/30/2027

V:\Agendas\2026 Council Meetings & Workshops\03042026 RVC\8 e Res No 2026-04 PZDB Appointments\1. PZD Board Members Official 02052025.docx

Al Paivandy 17595 S Tamiami Trail, Suite 114 Fort Myers FL Phone: (239) 288-4377 Cell: (904) 612-4557 Paivandy@estero-fl.gov	Appointed: 05/01/2024 Re-Appointed: 02/05/2025 Term Expires: 04/30/2026
Vacant	Term Expires: 4/30/2026

02/05/2025 Resolution No. 2025-01 Re-appointing members to the Village of Estero Planning Zoning And Design Board

*Resolution No. 2024-04 - Appointing Members To The Village Of Estero Planning Zoning And Design Board

*Resolution No. 2024-04 Reappointing Members and 2 Appointing new board members/Appointed Anthony Gargano as Chairman

*Resolution No. 2023-09 – Reappointing Members

*Resolution No. 2022-17 – Appointing Scotty Wood as Chairman

*Resolution No. 2021-03 – Appointing Members to the PZDB, Establishing Terms, and Appointing Co-Chairs

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VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2026 – 04

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF ESTERO, FLORIDA, REAPPOINTING MEMBERS
TO THE VILLAGE OF ESTERO PLANNING ZONING AND
DESIGN BOARD; ESTABLISHING TERMS OF THE MEMBERS;
AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Land Development Code adopted by the Council on January 27, 2021 established a Planning, Zoning and Design Board in lieu of two separate boards; and

WHEREAS, the Code provides for a range of seven to nine members; and

WHEREAS, there is one vacant position on the Board; and

WHEREAS, five members' terms will expire on April 30, 2026.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE VILLAGE COUNCIL OF
THE VILLAGE OF ESTERO, FLORIDA, AS FOLLOWS:**

Section 1. The following individuals are hereby reappointed to the Village of Estero Planning, Zoning and Design Board with terms as indicated:

BOARD MEMBERS

TERM

- | | |
|--------------------|----------------------|
| 1. James E. Tatoes | 5/1/2026 – 4/30/2028 |
| 2. Barry Jones | 5/1/2026 – 4/30/2029 |
| 3. Jim Wallace | 5/1/2026 – 4/30/2029 |
| 4. Kristin Jeannin | 5/1/2026 – 4/30/2029 |
| 5. Al Paivandy | 5/1/2026 – 4/30/2028 |

Section 2. The Council reappoints Anthony Gargano as Chair of the Planning Zoning and Design Board.

Section 3. This Resolution shall take effect immediately upon adoption.

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

Attest:

VILLAGE OF ESTERO, FLORIDA

By: _____
Carol Sacco, Village Clerk

By: _____
Joanne Ribble, Mayor

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Estero, FL Land Development Code

2-302. - Planning Zoning and Design Board.

A. Generally.

1. The Planning Zoning and Design Board (PZDB) is hereby established.
2. Each member of the PZDB shall be appointed by the Village Council to a 3-year term except for the initial terms of the Board upon its creation. The terms shall be staggered such that not fewer than two nor more than three terms shall expire each year. The terms of Board Members shall commence on May 1 and shall expire on April 30. Each member of the PZDB shall serve until the expiration of his or her term. Any member may be reappointed by the Village Council from term to term. The term of the PZDB School Board member shall be for the term specified by the School Board or, if no term is specified, for the duration of the tenure or employment of the member with the School Board, or until removed by the School Board.
3. Vacancies on the PZDB shall be filled by the Village Council upon the affirmative vote of a majority of the full Village Council membership. The Village Council may remove, with or without cause, any member of the PZDB from office at a public hearing upon the affirmative vote of a majority of the full Village Council membership.
4. The Chairperson or Co-Chairpersons, as desired by the Village Council, of the PZDB shall be appointed by the Village Council. Members of the PZDB shall annually elect during the first regularly scheduled meeting of each calendar year, a Vice-Chairperson from among its members if Co-Chairpersons were not appointed, and may create and fill other officers as the Board deems needed.
5. The PZDB may create whatever subcommittees it deems needed to carry out the purposes of the PZDB. The Chairperson of the PZDB may appoint, as needed, the membership of each subcommittee from the members of the Board.
6. Members of the PZDB shall not be compensated.
7. No PZDB member shall hold any other public office, appointive or elective.
8. The PZDB shall keep minutes of its proceedings, indicating the attendance of each member, and the decision on every question. The Village Clerk shall maintain all records of the PZDB. All meetings of the PZDB shall be open and available to the public in accordance with state law.
9. The Director shall advise and assist the PZDB in all of its deliberations. The Village Manager shall provide such other staff and clerical assistance as the PZDB may require in the performance of its duties, subject to the availability of such staff and clerical assistance as approved by the Village Council. The Village Manager, or a designee, shall make a written recommendation to the PZDB of the action to be taken. The PZDB may call upon any

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Estero, FL Land Development Code

department or other agency of the Village for information or advice in the performance of its work. The PZDB, upon the approval of the Village Council, may accept grants or other monetary or physical assistance to aid in its work.

10. The PZDB may adopt rules of procedure not inconsistent with those adopted by the Village Council, for the conduct of meetings and public hearings and the review of matters before the Board.
11. Final action taken by the PZDB on applications shall be reduced to writing, filed with the Director, and a copy thereof made available to the applicant upon request.

B. Powers and Duties. The PZDB shall have the following powers and duties under this LDC.

1. To make decisions on the following:
 - A. Planned development minor amendments (Sec. 2-501.D, Planned Development);
 - B. Special exceptions (not part of a rezoning) (Sec. 2-501.E, Special Exception);
 - C. Zoning variances (not as part of a zoning map amendment) (Sec. 2-506.A, Zoning Variance);
 - D. Certificates of appropriateness (Sec. 2-504, Historic Preservation Certificate of Appropriateness);
 - E. Development orders and amendments (Sec. 2-502.A, Development Order);
 - F. Monument sign permits (Sec. 2-505.B, Monument Sign Permit); and
 - G. Permits to materially alter the exterior of commercial and multifamily buildings and structures (Sec. 2-505.A, Material Alteration of Commercial or Multifamily Building or Structure Exterior Permit).
2. To review and make recommendations to the Village Council on the following.
 - A. Comprehensive plan amendments (Sec. 2-501.A, Comprehensive Plan Amendments);
 - B. LDC Text amendments (Sec. 2-501.B, LDC Text Amendments);
 - C. Rezonings (zoning map amendments) (Sec. 2-501.C, Rezoning (Zoning Map Amendment));
 - D. Planned developments and amendments (Sec. 2-501.D, Planned Development);
 - E. Vacations of easements and right of ways when associated with a rezoning (Sec. 2-502.D, Vacation of Easement, Right-of-Way, or Plat);
 - F. Deviations to be heard by the Village Council (Sec. 2-506.C.1, Deviation); and
 - G. Flood variances (Sec. 2-506.B, Flood Variance).
3. *Other Powers and Duties.* In addition, the PZDB shall have the following powers and duties.
 - A. To act as the Local Planning Agency for the Village for the purposes of the Community Planning Act, Sec. 163.3174, Fla. Stat., et seq. All of the functions, duties, powers, and responsibilities of a local planning agency as per such statutory provisions are hereby

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Estero, FL Land Development Code

delegated to the PZDB.

- B. In addition to any other public hearings required by law, with respect to all applications for development permits that require comprehensive plan amendments, planned development zoning actions, rezonings, variances, and special exceptions, or other development applications as determined by the Village Manager should be subject to public information meetings, the PZDB shall conduct a public information meeting as provided under Sec. 2-401, Public Information Meeting.
- C. Respond to requests from the Village Manager on matters pertaining to planning and zoning.
- D. Perform such other duties as may be assigned by the Village Council or required by ordinance.

C. Membership.

- 1. The PZDB shall have not less than seven nor more than nine members appointed by the Village Council by affirmative vote of a majority of the full Village Council membership. An additional non-voting, ex officio representative of the Lee County School Board may also serve on the PZDB in accordance with state law. The School Board shall notify the Village Clerk in writing within 10 days of the appointment or removal of any member.
- 2. At least a majority of the members of the PZDB appointed by the Village Council shall be residents of the Village. All other members shall either (i) own a business in the Village, (ii) own property in the Village, or (iii) work in the Village. The members of the Board shall include at least one member ("designated member") from the following Florida state-registered professions: (i) civil engineering, (ii) architecture, and (iii) landscape architecture. Other members shall have diverse backgrounds, and, wherever possible, prior experience in land use, planning, zoning, legal matters, environmental matters or building and development. Each member shall be sympathetic to municipal development consonant with the comprehensive plan and with the health, safety, and welfare of its residents. No Board member shall hold any other public office, appointive or elective. A designated member shall be permitted to represent a client at a Public Information Meeting, but shall not represent a client before the Board, participate in discussion or vote on the client's application at any other meeting. Notwithstanding, other members of the designated member's firm may represent the firm client before the Board at any meeting.

D. Meetings.

- 1. The PZDB shall meet at least once each calendar month, unless canceled by the Board or its chairperson. Special meetings may be called by the Chairperson or by any 3 regular members of the Board. At least seven days' notice shall be provided for any meeting, and an agenda for

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Estero, FL Land Development Code

the meeting shall be available to the public at least seven days prior to the meeting. The Board may meet more often at the call of the Chairperson or the Village Council.

2. A majority of the full membership of the Board in attendance at a meeting shall constitute a quorum.
3. Each decision of the PZDB shall be approved by a majority vote of the members, unless expressly stated otherwise in this LDC.

(Ord. No. 2021-04, § 1, 6-16-2021; Ord. No. 2022-09, § 2, 9-21-2022)

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WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
MARCH 4, 2026

Agenda Item:

Code Compliance Liens – Proposed Policy

Description:

This is a follow-up to the Council Workshop held on February 4, 2026. At the Workshop, staff and the Village attorney discussed the list of code enforcement liens where there are outstanding fines that have not been paid, and the general process.

Staff and the Village attorney have met to further review the list and are proposing an administrative policy to reduce the list, incentivize violators to come into compliance, and prevent accumulation of liens in the future.

Background:

It is important to note that the vast majority of code citations are complied with voluntarily without being scheduled at the Special Magistrate. Only a small percentage result in liens. Liens occur after the code enforcement magistrate has found guilt, and if compliance has not occurred within a reasonable time period. Since 2016 when the Village began code enforcement, there have been thousands of violations. Of these violations, there are 187 cases with fines due. Of this total, there are 15 cases with fines over \$100,000. These 15 cases alone comprise \$4.5 million (77%) of the total \$5.8 million due.

After reviewing the list with the Village attorney, a procedure is proposed to establish a process to prevent accumulation of code compliance liens older than one year and voluntarily resolve older pending code liens. The procedure is outlined below, and the detailed process is attached.

Code Compliance Lien Procedure

- Code Enforcement Manager will keep and update a master list of recorded code liens.
- List will be updated quarterly by Code Enforcement Manager.
- Liens recorded for at least 12 months (excluding those that have homestead exemptions) will be recommended for foreclosure to Village attorney.

- Village attorney will review cases to verify if sufficient assets are available to satisfy lien.
- Village attorney will request authorization to foreclosure via a consent agenda item at Council meeting.
- If violator wishes to voluntarily resolve the case, Village attorney will negotiate an amount and schedule at a Council meeting. Council approval is required for compromise of a lien.

Results: This process is intended to eventually result in a significant reduction of older liens (excluding homestead exempt) and provide an incentive for violators to resolve outstanding liens.

Financial Impact:

This procedure is intended to achieve compliance but may also result in increased collection of fines over time.

Prepared By: Mary Gibbs

Attachments:

1. Draft Administrative Procedure
2. List of Code Liens by Age, Property Address, Type of Violation and if Homestead Exempt

Village of Estero Administrative Procedure

Title: Code Compliance Lien Administration

Authority: Village Code § 2-2 authorizes the Village Manager to adopt rules and procedures regarding the operation or conduct of Village business.

Purpose: The purpose of this procedure is to establish a process to prevent accumulation of code compliance liens older than one year where foreclosure of liens older than one year may be accomplished based on the facts and applicable law.

Overview and Scope: The code compliance process always begins with a cooperative effort aimed at achieving compliance with Village Code. So long as a violator is working in good faith with code compliance staff, informal resolution of cases is the standard.

Where compliance is not achieved after warning, violators will be referred to the Village's Code Compliance Special Magistrate. The first step in that process (other than for repeat violators) will always be, if guilt is found, that the Magistrate will require compliance within a reasonable period. Again, if compliance occurs, no fines will be imposed (although the cost of investigation will be sought by staff).

Where the Magistrate has found guilt but compliance still has not occurred, the Magistrate will then impose a fine. While certain "irreversible or irreparable" violations will result in a flat fine up to \$5,000, most cases result in a daily fine of up to \$250 (\$500 for repeat violators). If the violator fails to come into compliance (daily fines stop if compliance is certified by the code officer), daily fines (which, when recorded in the public record become liens) can accumulate to very large amounts over years.

The goal of this procedure is to prevent recorded code liens from becoming too old, and to incentivize violators to come into compliance and to voluntarily resolve older pending code liens.

Procedures:

- **Master List**

The Code Compliance Manager shall maintain a master list of all imposition orders recorded in the public record (creating a code lien). At a minimum, this master list shall include the date the lien was created, the violator's name, a brief description of the violation, the cost of investigation and daily fine imposed, and the total fines and costs then due based on the number of days the daily fine has been accruing.

This master list shall be updated quarterly in January, April, July and October, and shall be provided to the Village Manager, Community Development Director, and Village Attorney.

- **Initial Homestead Assessment**

When the Code Compliance Manager files an imposition order in the public record (creating a lien), he or she shall, at that time, note on the master list whether the property at issue is homesteaded as noted in the official records of the Property Appraiser.

- **Aged Liens**

For all Village code liens which have been recorded for at least 12 months, and which do not involve homestead property, the Code Compliance Manager shall recommend foreclosure of the lien to the Village Attorney.

- **Foreclosure Authorization Sought**

Pursuant to Village Code § 1-48(h):

After three months from the filing of any such lien which remains unpaid, the village council may authorize the village attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this section may be foreclosed on real property which is homestead under Section 4, Article X of the Florida Constitution.

Therefore, the Village Attorney will, upon receiving the foreclosure recommendations from the Code Compliance Manager, review each case to confirm homestead status, and to verify sufficient assets are available to satisfy the lien.

For those qualifying cases, the Village Attorney will develop a consent agenda memorandum requesting Council's authorization to foreclose the liens.

- **Foreclosure Action/Compromise**

For all code liens for which the Village Council has approved foreclosure, the Village Attorney will file the necessary foreclosure action in circuit court, and upon receiving a final judgment of foreclosure, will undertake the measures necessary to satisfy the judgment.

During the pendency of a foreclosure case, should the violator seek to voluntarily resolve the case under terms acceptable to the Village staff, the Village Attorney will prepare a Council agenda item proposing the terms of the resolution of the foreclosure action. Council approval of any compromise of the lien prior to final judgment is required since both the statute and Village Code § 1-48(g) provides:

A lien arising from a fine imposed pursuant to this section runs in favor of the village, and the council may execute a satisfaction or release of lien entered pursuant to this section.

No pre-judgment resolution will be recommended to Council which is not supported either by the Code Compliance Manager's certification that compliance has been achieved, or that the violator is willing to execute a consent judgment outlining how compliance will be achieved within a reasonable time, enforceable by the court.

If Council approves of a voluntary resolution, the foreclosure will be resolved. If it does not, the foreclosure action will proceed to final judgment.

Once the judgment is satisfied (either through satisfaction of the judgment or by Council compromise), the Village will file a Lien Release.

Conclusion: This administrative process is intended to eventually result in a significant reduction of "aged" code compliance liens (at least where the properties involved are not homestead protected), and to provide an incentive for violators to resolve outstanding liens and come into compliance. The Village Manager will monitor the long-term effectiveness of this procedure and modify it as necessary to continue to achieve these goals.

Effective Date: March 4, 2026

Approval:

Steve Sarkozy, Village Manager



Cases with Fines Total
Fines Due as of 1/27/2026

Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida 33928

DATE	Owner Name	SITE ADDRESS	CASE NUMBER	VIOLATION	STATUS	FINES	PAYMENTS	BALANCE	HOMESTEAD
12/19/2015	HEPP PAUL + DESIREE	20680 TANGLEWOOD LN	16020013	NUISANCE ACCUMULATION	Closed	\$0	\$0	\$0	YES
2/18/2016	REYES CLAUDIA BERENICE + RAMIREZ	20375 LUETTICH LN	16040002	NUISANCE ACCUMULATION	Closed	\$0	\$0	\$0	NO
2/4/2016	BERBERIAN PROPERTIES LLC 76.9% BFC	22921-927 LYDEN DR	16040003	DUMPSTER ENCLOSURE	Closed	\$0	\$0	\$0	NO
2/24/2016	VILLAGE PARTNERS LLC	20871 S TAMIAHI TRL	16040008	PROHIBITED SIGN	Closed	\$0	\$0	\$0	YES
4/8/2016	REYES CLAUDIA BERENICE + RAMIREZ	20375 LUETTICH LN	16050011	INOPERABLE VEHICLES	Closed	\$192	\$0	\$192	NO
4/8/2016	DISTRESSED CAPITAL III LLC	10150 ARCOS AVE	16050013	NUISANCE VEGETATION	Closed	\$0	\$0	\$0	NO
4/8/2016	DISTRESSED CAPITAL III LLC	10170 ARCOS AVE	16050014	NUISANCE VEGETATION	Closed	\$0	\$0	\$0	NO
5/6/2016	OB FLORIDA CRE HOLDINGS LLC	COCONUT RD, WEST OF 41	16060020	NUISANCE VEGETATION	Closed	\$0	\$0	\$0	NO
5/24/2016	TULIP ASSOCIATES LLC DENNIS J LYNCH	22910 LYDEN DR	16060028	NUISANCE VEGETATION	Closed	\$198	\$198	\$0	NO
6/7/2016	HINDERMAN RYAN + HINDERMAN DEAN J/T	4852 RIVERSIDE DR	16070014	NUISANCE ACCUMULATION	Closed	\$0	\$0	\$0	NO
12/29/2015	CLARINET I LLC	20494 SHERRILL LN	16070021	NUISANCE VEGETATION	Open	\$848,285	\$0	\$848,285	NO
8/26/2016	GIBSON TERRY MICHAEL	20248 SHERRILL LN	16090008	INOPERABLE VEHICLES	Closed	\$0	\$0	\$0	NO
8/26/2016	ZARCO OTHONIEL + FLORES EMMA MARIA	3560 BROADWAY AVE	16100001	NUISANCE VEGETATION	Closed	\$0	\$0	\$0	NO
8/25/2016	MEDEIROS RICHARD	20387 SHERRILL LN	16100009	INOPERABLE VEHICLES	Closed	\$257	\$264	(\$8)	NO
9/13/2016	DRACKETT + OTT ENTERPRISES LLC	8000-8300 HEALTH CENTER BLVD	16100010	DUMPSTER ENCLOSURE	Closed	\$159	\$163	(\$5)	NO
9/16/2016	CHHLCA INVESTMENTS LLC	20170 S TAMIAHI TRL	16100011	USE PERMIT REQUIRED	Closed	\$405	\$405	\$0	NO
10/25/2016	41 INVESTMENTS LLP	22600/604 S TAMIAHI TRL	16110003	LIGHTING VIOLATION	Closed	\$159	\$159	\$0	NO
10/25/2016	ESTERO GROUP LLP	22600/604 S TAMIAHI TRL	16110005	LIGHTING VIOLATION	Closed	\$195	\$195	\$0	NO
10/13/2016	REILLY ERIN	20601 GROVELINE CT	16120002	NUISANCE VEGETATION	Closed	\$306	\$306	\$0	YES
11/23/2016	TAJIANI GHOLI MOHAMAD + TAJIANI ABBAS	4374 COCONUT RD	16120011	NUISANCE ACCUMULATION	Closed	\$338	\$338	\$0	NO
11/8/2016	COVERED WAGON TRAVEL TRAILER PARK	21450 S TAMIAHI TRL	17010001	ZONING/STORAGE	Closed	\$248	\$248	\$0	NO
12/6/2016	BRUCE JOSEPH FIRST MERCHANTS	20511 PORT DR	17010004	EXPIRED PERMIT	Closed	\$2,090	\$2,090	\$0	YES
12/1/2016	MAZURE PAMELA J	9706 HEATHERSTONE RIVER CT #3	17010009	EXPIRED PERMIT	Closed	\$90	\$90	\$0	NO
10/10/2016	BROWN NAISIE E	10801 ANI CIR LOT 1	17010016	EXPIRED PERMIT	Closed	\$90	\$90	\$0	YES
11/10/2015	SIMPSON CONNIE 1/6 + PEPPRETT DAVID 1/6	20472 SHERRILL LN	17010020	INOPERABLE VEHICLES	Closed	\$253	\$253	\$0	NO
10/31/2016	VASQUEZ JUAN + JUANITA	20178 SHERRILL LN	17010021	ZONING/HOME OCCUPATION	Closed	\$206,067	\$0	\$206,067	NO
11/3/2016	COCONUT SQUARE OWNERS ASSN INC	NORTH COMMONS DR	17010024	NUISANCE VEGETATION	Closed	\$302	\$302	\$0	NO
12/9/2016	VARELA CELEDONIO	8401 MOCKINGBIRD LN	17010028	NUISANCE VEGETATION	Closed	\$2,308	\$2,308	\$0	NO
2/15/2017	VILLAGE PARTNERS LLC	20871 S TAMIAHI TRL	17030019	NUISANCE ACCUMULATION	Closed	\$0	\$0	\$0	NO
3/27/2017	VENTURA DAVID GONZALEZ + CRUZ	20443 SHERRILL LN	17040005	ZONING/SWIMMING POOL	Closed	\$368	\$0	\$368	YES
3/23/2017	COCONUT ESTERO INVESTMENT PART	8009 SWEETWATER RANCH BLVD	17050015	NUISANCE VEGETATION	Closed	\$0	\$0	\$0	NO
3/14/2017	ZARCO OTHONIEL + FLORES EMMA MARIA	3560 BROADWAY AVE	17050019	NUISANCE ACCUMULATION	Closed	\$2,273	\$2,341	(\$68)	NO
4/21/2017	LONDONDERRY ASSOCIATES LLC	9600 CORKSCREW RD	17050027	NUISANCE ACCUMULATION	Closed	\$1,813	\$1,813	\$0	NO
5/4/2017	VENTURA DOMINGO JOSE + CRUZ MARTHA	20388 LUETTICH LN	17060005	RV STORAGE IN MH ZONE	Closed	\$369	\$380	(\$11)	NO
3/2/2017	RACETRAC PETROLEUM INC	22350 S TAMIAHI TRL	17060006	PROHIBITED SIGN	Closed	\$15,332	\$15,332	\$0	NO
5/25/2017	LANGEVELD HENDRIKS C TR + BISSCHOPS	9510 CORKSCREW PALMS CIR 1-4	17070008	EXPIRED PERMIT	Closed	\$201	\$0	\$201	NO
5/31/2017	KUNST LARRY T + SHARON A	20185 OCELOT CT	17070014	EXPIRED PERMIT	Closed	\$201	\$201	\$0	YES
6/19/2017	GIBSON TERRY MICHAEL	20248 SHERRILL LN	17080002	INOPERABLE VEHICLES	Closed	\$2,334	\$2,334	\$0	NO
8/29/2017	D R HORTON INC	23772 CAMPLA CT	17100021	EXPIRED PERMIT	Closed	\$201	\$207	(\$6)	YES
9/30/2017	LOTTRIDGE WILLIAM A + LOTTRIDGE	20866 PINEHURST GREENS DR	17110003	EXPIRED PERMIT	Closed	\$0	\$0	\$0	YES
9/30/2017	2101 BONITA SPRINGS LLC	23850 VIA ITALIA CIR 2101	17110006	EXPIRED PERMIT	Closed	\$0	\$0	\$0	NO
9/30/2017	WALSH JAMES + GROFF JOSEPH T/C	3548 CHERRY BLOSSOM CT UNIT 201	17110013	EXPIRED PERMIT	Closed	\$2,202	\$2,202	\$0	YES
11/15/2017	QJR PROPERTIES LLP	9451 CORKSCREWS RD	17110021	NUISANCE VEGETATION	Closed	\$432	\$432	\$0	NO
11/16/2017	INTERNATIONAL DESIGN CENTER	10801 CORKSCREW RD STE 305	17120002	PROHIBITED SIGN	Closed	\$234	\$234	\$0	NO
11/8/2017	POOLING TOGETHER LLC	15821 SHAMROCK DR	17120004	NUISANCE ACCUMULATION	Closed	\$1,326	\$1,326	\$0	YES
10/2/2017	RIMOLDI PHILIP	20190 TRAILSIDE DR	17120017	ENVIRONMENTAL/TREES	Closed	\$393,799	\$0	\$393,799	NO
10/2/2017	PHILLIPS PAUL S + SHELLY A	20231 NORTHWEST DR	17120018	ENVIRONMENTAL/TREES	Closed	\$299	\$0	\$299	NO
11/15/2017	DAVIS DONNA K	20275 SHERRILL LN	18010001	BUILDING CODE VIOLATION	Closed	\$361	\$361	\$0	NO
11/30/2017	VARELA CELEDONIO	8401 MOCKINGBIRD LN	18010004	BUILDING CODE VIOLATION	Closed	\$1,303	\$1,303	\$0	NO
11/29/2017	ODONNELL MARY GAIL	9771 ROOKERY CIR	18010010	EXPIRED PERMIT	Closed	\$172	\$172	\$0	NO
11/29/2017	ZEOLI LOIS E TR FOR LOIS E ZEOLI TRUST	10231 CAPE ROMAN RD # 102	18010017	EXPIRED PERMIT	Closed	\$172	\$177	(\$5)	NO
12/28/2017	NATIONSTAR MORTGAGE LLC	21751 LONGLEAF TRL	18010024	ZONING/BUILDING CODES	Closed	\$484	\$484	\$0	NO
12/28/2017	DANZER ERICH	20260 ESTERO GARDENS CIR 205	18020004	EXPIRED PERMIT	Closed	\$202	\$202	\$0	NO
12/28/2017	FREDERICKS RYAN C	21670 RED LATAN WAY	18020006	EXPIRED PERMIT	Closed	\$1,702	\$1,753	(\$51)	YES
2/27/2018	CORT COCONUT LLC	22903-909 LYDEN DR	18030002	ENVIRONMENTAL/GREASE TRAP	Closed	\$347	\$0	\$347	NO
2/12/2018	HAFFNER LAURIE	20331 SHERRILL LN	18030004	MAINTENANCE/WINDOWS COVERED	Closed	\$42,049	\$0	\$42,049	YES
12/6/2017	TYLER ROBERT M + EDITH B	8460 JUDETH LN	18030009	NUISANCE/FALLEN TREE	Closed	\$1,296	\$1,296	\$0	YES
1/28/2018	VANELLA KRISTI L	21524 PORTTRUSH RUN	18030011	EXPIRED PERMIT	Closed	\$201	\$201	\$0	YES
1/28/2018	SCHNEIDER WAYNE W + MAXINE J	20031 SEAGROVE ST #1408	18030012	EXPIRED PERMIT	Closed	\$201	\$201	\$0	NO
1/18/2018	RAMOS REMEDIOS + MARIA R	21211 CYPRESS PARK CIR	18030016	NUISANCE ACCUMULATION	Closed	\$27,797	\$0	\$27,797	NO
12/6/2017	TYLER ROBERT M + EDITH B	8460 JUDETH LN	18030017	NUISANCE/FALLEN TREE	Closed	\$1,296	\$1,296	\$0	YES
12/8/2017	TURCOTTE GARY L TR + TURCOTTE JAMES	20070 TRAILSIDE DR	18030018	NUISANCE ACCUMULATION	Closed	\$91,767	\$0	\$91,767	NO
2/28/2018	HENSLEY LINDA + KEITH	10597 TIDEWATER KEY BLVD	18040001	EXPIRED PERMIT	Closed	\$201	\$201	\$0	YES



Cases with Fines Total									
Fines Due as of		1/27/2026		Village of Estero 9401 Corkscrew Palms Circle Estero, Florida 33928					
3/21/2018	DAVIS DONNA K	20275 SHERRILL LN	18040009	INOPERABLE VEHICLE/TRASH	Closed	\$5,359	\$5,359	\$0	NO
3/28/2018	VARELA CELEDONIO	8401 MOCKINGBIRD LN	18040010	BUILDING CODE VIOLATION	Closed	\$2,329	\$2,329	\$0	NO
3/6/2018	BARBARA COITE TRUST	8501 JUDETH LN	18050002	NUISANCE ACCUMULATION	Closed	\$267	\$0	\$267	NO
5/18/2018	HERNANDEZ SEBASTIAN	20318 SHERRILL LN	18050015	ZONING/COMMERCIAL VEHICLES	Closed	\$391	\$391	\$0	NO
2/27/2018	GARCIA ANDY G + GARCIA ESTHER	21350 HAPPY HOLLOW LN	18060002	NUISANCE/FALLEN TREE	Closed	\$2,265	\$2,265	\$0	NO
4/30/2018	VILLAMIZAR HECTOR + ARYABU TR	8490 KINGBIRD LOOP 935	18060006	EXPIRED PERMIT	Closed	\$2,141	\$2,141	\$0	NO
5/3/2018	CREWS WILLIAM J TR + CREWS JOAN TR	9870 HORNE LN	18060031	NUISANCE/MOTORHOME STORAGE	Closed	\$0	\$0	\$0	YES
6/6/2018	CONNORS MICHAEL J	20220 PARK AVE	18070003	WORKING WITHOUT PERMITS/FENCE	Closed	\$588,703	\$0	\$588,703	NO
6/5/2018	GROSBACH JEAN H + MACKENZIE CLARK	20679 HIGHLANDS AVE	18070007	NUISANCE VEGETATION	Closed	\$1,000	\$1,000	\$0	NO
6/1/2018	PALMA MARIA M	9319 LA BIANCO ST	18070009	MAINTENANCE/SWIMMING POOL	Closed	\$171	\$0	\$171	YES
5/29/2018	CHAMBERS ROBERT E JR	23660 WALDEN CENTER DR 201	18070013	EXPIRED PERMIT	Closed	\$141	\$0	\$141	NO
5/29/2018	ROSEN WAYNE	23540 WALDEN CENTER DR 107	18070015	EXPIRED PERMIT	Closed	\$171	\$176	(\$5)	YES
5/29/2018	LMBK PROPERTIES LLC	23540 WALDEN CENTER DR 207	18070016	EXPIRED PERMIT	Closed	\$171	\$176	(\$5)	NO
5/31/2018	SIKOSKI ACO	23710 WALDEN CENTER DR 203	18070017	EXPIRED PERMIT	Closed	\$141	\$0	\$141	NO
6/5/2018	REGENCY REALTY GROUP INC	20301-321 GRANDE OAK SHOPPES BLVD	18070033	EXPIRED PERMIT	Closed	\$141	\$0	\$141	NO
7/3/2018	REYES PEDRO + MARIA	20360 LUETTICH LN	18070034	NUISANCE ACCUMULATION	Closed	\$2,332	\$2,332	\$0	YES
6/27/2018	VARELA CELEDONIO	8401 MOCKINGBIRD LN	18080001	NUISANCE VEGETATION	Closed	\$265	\$265	\$0	NO
7/5/2018	HAFFNER LAURIE	20331 SHERRILL LN	18080002	INOPERABLE VEHICLE	Closed	\$265	\$0	\$265	YES
7/24/2018	DUKE DANIEL J + MCCONNELL SHIRLEY J/T	9660 ROAD RUNNER CT	18090001	EXPIRED PERMIT	Closed	\$0	\$0	\$0	YES
7/24/2018	DUKE DANIEL J + MCCONNELL SHIRLEY J/T	9660 ROAD RUNNER CT	18090002	EXPIRED PERMIT	Closed	\$0	\$0	\$0	YES
8/21/2018	TURCOTTE GARY L TR + TURCOTTE JAMES	20070 TRAILSIDE DR	18090009	NUISANCE VEGETATION	Closed	\$66,767	\$0	\$66,767	NO
9/4/2018	HUBSCHMAN HARRISON	21012 SEE SEE ST	18100003	NUISANCE VEGETATION	Closed	\$239	\$239	\$0	YES
9/6/2018	JTC SQUARE/COCONUT CROSSINGS	23201 LYDEN DR	18100005	NUISANCE ACCUMULATION	Closed	\$234	\$234	\$0	NO
9/25/2018	HERNANDEZ SEBASTIAN	20318 SHERRILL LN	18100007	ZONING/COMMERCIAL VEHICLES	Closed	\$5,327	\$5,327	\$0	NO
10/2/2018	GONZALEZ MARIA BERTHA	20233 SHERRILL LN	18110002	INOPERABLE VEHICLE	Closed	\$49,015	\$0	\$49,015	NO
11/8/2018	PLAZA DEL SOL PROPERTY OWNERS ASSN	ARCOS AVE AND PUENTE	18110011	SIGN MAINTENANCE	Closed	\$2,514	\$2,514	\$0	NO
7/17/2018	SROA CORKSCREW VILLAGE LLC	8900/8901 COMMONS WAY	18120003	SIGN VIOLATION/PERMITS	Closed	\$514	\$0	\$514	NO
11/28/2018	TARFON IV LLC	8530 ORANGE BLOSSOM LN	19010001	NUISANCE VEGETATION	Closed	\$7,737	\$7,737	\$0	NO
12/11/2018	DORCHAK DARYL R	9170 ESTERO RIVER CIR	19010002	ENVIRONMENTAL/MAINTENANCE	Closed	\$49,297	\$49,297	\$0	YES
12/14/2018	RDA HOUSING SOLUTIONS LLC	4251 WILLIAMS RD	19010003	WORKING WITHOUT PERMITS/ROOF	Closed	\$2,296	\$2,296	\$0	YES
1/25/2019	LOPEZ RUTILIO & LOPEZ ROSA GOMEZ DE	20388 SHERRILL LN	19020004	WORKING WITHOUT PERMITS/PORCH	Closed	\$266	\$0	\$266	NO
1/29/2019	HINDERMAN RYAN + HINDERMAN DEAN J/T	4852 RIVERSIDE DR	19020007	HOME OCCUPATION	Closed	\$10,012	\$0	\$10,012	NO
2/5/2019	LOISEL DAVID	20108 SHERRILL LN	19030001	INOPERABLE VEHICLE	Closed	\$300	\$0	\$300	NO
2/5/2019	LOISEL DAVID	20108 SHERRILL LN	19030002	INOPERABLE VEHICLE/BOAT	Closed	\$299	\$0	\$299	NO
1/31/2019	SUSSA LUCILA + JAIME OMAR D J/T	9730 SPRINGLAKE CIR	19030006	BUILDING CODE VIOLATION/ROOF	Closed	\$329	\$0	\$329	YES
2/19/2019	PATRICK & ME PROPERTIES LLC	22011 TROPICANA AVE	19030007	NUISANCE VEGETATION	Closed	\$0	\$0	\$0	NO
3/12/2019	PAVICH JOSEPH JR & SASSI JENNIFER	8910 CORKSCREW RD	19040008	NUISANCE ACCUMULATION/SHED	Closed	\$203	\$203	\$0	NO
1/17/2019	HILSEE BARBARA J + HILSEE SCOTT	20290 PARK AVE	19040012	INOPERABLE VEHICLE	Closed	\$19,551	\$0	\$19,551	NO
4/16/2019	SCOTT JOYCE A EST + SCOTT JOHN C EST	20402 LUETTICH LN	19050003	NUISANCE VEGETATION	Closed	\$331	\$0	\$331	NO
7/31/2019	ARMENDARIZ PARDO CLAUDIA CATAL	AMERICANA AVE	19100004	NUISANCE ACCUMULATION	Closed	\$472,802	\$0	\$472,802	NO
9/17/2019	MONTGOMERY KAREN A	21100 CYPRESS PARK CIR	19100007	BUILDING CODE VIOLATION	Closed	\$304	\$304	\$0	NO
9/12/2019	ESTERO MEMORY CARE LLC	22900 LYDEN DR	19100008	ENVIRONMENTAL/DEAD TREES	Closed	\$0	\$0	\$0	NO
10/7/2019	PLAZA DEL SOL PROPERTY OWNERS ASSN	ARCOS AVE & PUENTE LN	19110002	NUISANCE ACCUMULATION	Closed	\$274	\$0	\$274	NO
9/20/2019	CAMELLI ANDRE JOSEPH & CAMELLI	20626 EAST SILVER PALM	19110005	MAINTENANCE/EXTERIOR WALLS	Closed	\$302	\$313	(\$11)	NO
9/19/2019	CUSTODIO CHARLES	10225 SOUTH SILVER PALM DR	19110020	MAINTENANCE/ROOF	Closed	\$130,544	\$0	\$130,544	YES
10/29/2019	ASTER REALTY INC	20604 WEST GOLDEN ELM DR	19120004	MAINTENANCE/ROOF	Closed	\$4,272	\$0	\$4,272	NO
10/29/2019	JENSEN JEFFREY W	10104 NORTH SILVER PALM DR	19120005	MAINTENANCE/ROOF	Closed	\$302	\$302	\$0	NO
10/29/2019	LEZEAU WOLF B	20609 EAST GOLDEN ELM DR	19120007	MAINTENANCE/ROOF	Closed	\$311	\$311	(\$9)	NO
12/12/2019	COCONUT POINT DEVELOPERS LLC	COCONUT POINT MALL	19120015	SIGN VIOLATION	Closed	\$332	\$342	(\$10)	NO
12/2/2019	INGETTI ALBERT J + INGETTI BARBARA S	9701 SPRINGLAKE CIR	19120017	NUISANCE/DEAD TREE	Closed	\$0	\$0	\$0	YES
1/27/2020	RAMOS REMEDIOS + MARIA R	21211 CYPRESS PARK CIR	20030007	INOPERABLE VEHICLE	Closed	\$324	\$0	\$324	NO
3/6/2020	HERNANDEZ SEBASTIANA	20318 SHERRILL LN	20060002	NUISANCE ACCUMULATION	Closed	\$324	\$324	\$0	NO
9/2/2020	BARNES RALPH E + KATHRYN J	8560/8561 ORANGE BLOSSOM LN	20100004	BUILDING CODE VIOLATIONS	Closed	\$299	\$299	\$0	NO
10/13/2020	DIAZ VARGAS JOSE R & GOMEZ	21121 CYPRESS PARK CIR	20110002	WORKING WITHOUT PERMITS	Closed	\$259	\$259	\$0	NO
1/14/2021	LOISEL DAVID	20108 SHERRILL LN	21020003	INOPERABLE VEHICLE	Closed	\$254,076	\$0	\$254,076	NO
2/1/2021	JONATHAN & APRIL SIGG	20350 TRAILSIDE DR	21030001	WORKING WITHOUT PERMITS	Closed	\$391	\$403	(\$12)	NO
1/14/2021	KRG ESTERO LLC	10070 ESTERO TOWN COMMONS	21030003	NUISANCE ACCUMULATION/STORAGE	Closed	\$14,899	\$14,899	\$0	NO
3/1/2021	LASER LOUNGE SPA LLC	20350 TRAILSIDE DR	21030007	WORKING WITHOUT PERMITS	Closed	\$333	\$333	\$0	NO
4/1/2021	WILKEN JESSICA T	20123 LUETTICH LN	21050001	INOPERABLE VEHICLE	Closed	\$264	\$264	\$0	YES
5/17/2021	CORKSCREW ENERGY LLC	8800 CORKSCREW RD	21080001	SIGN VIOLATION/MAINTENANCE	Closed	\$30,000	\$30,000	\$0	NO
7/15/2021	ATLANTIC PREMIUM PROPERTIES LLC	4060 CORONADO ST	21080003	NUISANCE VEGETATION	Closed	\$300	\$300	\$0	NO
9/17/2021	LEZELL BERNARD L + CAROL J	10937 BROWN PELICAN CIR	21100005	WORKING WITHOUT PERMITS	Closed	\$232	\$232	\$0	YES
9/14/2021	RAMOS REMEDIOS + RAMOS MARIA R	21211 CYPRESS PARK CIR	21100006	NUISANCE ACCUMULATION	Closed	\$5,797	\$0	\$5,797	NO
9/15/2021	DOMENICI HELEN A + MARE MICHAELA C	20210 PARK AVE	21100009	NUISANCE ACCUMULATION	Closed	\$135,046	\$0	\$135,046	NO



Cases with Fines Total

Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida 33928

Fines Due as of		1/27/2026							
10/4/2021	SREG UNIVERSITY HIGHLANDS LLC	19533 HIGHLAND OAKS 130	21110001	PERMITS REQUIRED	Open	\$360,173	\$0	\$360,173	NO
10/27/2021	UNKNOWN HEIRS OF SCOTT JOYCE A +	20402 LUETTICH LN	21120003	BUILDING CODE VIOLATION	Closed	\$171,828	\$0	\$171,828	NO
11/2/2021	MDC COAST 5 LLC	S TAMAMI TRL	22010001	ENVIRONMENTAL/DEAD TREE	Closed	\$7,295	\$7,295	\$0	NO
10/27/2021	SREG UNIVERSITY HIGHLANDS LLC	HIGHLAND OAKS	22010002	ENVIRONMENTAL/DEAD TREES	Closed	\$40,051	\$0	\$40,051	NO
11/02/2021	SREG ESTERO GRANDE LLC	2210 VANDERBILT BEACH RD, STE 1201	22020001	ENVIRONMENTAL/DEAD TREE	Open	\$240,213	\$0	\$240,213	NO
12/8/2021	TIDES AT PELICAN LANDING CONDO	23480 WALDEN CENTER DR	22030001	PERMITS REQUIRED	Closed	\$3,606	\$3,720	(\$114)	NO
11/8/2022	SREG ESTERO GRANDE LLC	20000 S TAMAMI TRL 203	22030002	PERMITS REQUIRED	Open	\$322,044	\$0	\$322,044	NO
2/22/2022	OAK STREET INVESTMENT GRADE NE	21950 S TAMAMI TRL	22040003	SIGN VIOLATION/MAINTENANCE	Closed	\$23,046	\$296	\$22,750	NO
3/18/2022	TRUIST BANK	20280 GRANDE OAK SHOPPES	22040005	USE PERMIT	Closed	\$3,000	\$0	\$3,000	NO
4/29/2022	ESTERO COMMONS PROPERTY OWNERS	GALLOWAY FORD RD	22060002	NUISANCE VEGETATION	Closed	\$236	\$236	\$0	NO
3/28/2022	WAL-MART STORES EAST LP	19975 S TAMAMI TRL	22060005	MAINTENANCE/ROOF	Closed	\$47,016	\$47,016	\$0	NO
6/7/2022	VINTAGE TRACE ASSOCIATES LLC	8035 TYSON EYE WAY	22070001	NUISANCE VEGETATION	Closed	\$273	\$273	\$0	NO
6/21/2022	21560 RIVER RANCH HOLDINGS LLC	21560 RIVER RANCH RD	22070010	WORKING WITHOUT PERMITS	Closed	\$356	\$356	\$0	NO
8/22/2022	ALLGROVE BEVERLY J	23443 OLDE MEADOWBROOK CIR	22090003	MAINTENANCE/SWIMMING POOL	Closed	\$297	\$307	(\$10)	YES
12/7/2022	PICKARD ROSS DANIEL & PICKARD CONNIE	21667 WINDHAM RUN	23010008	MAINTENANCE/SWIMMING POOL	Open	\$247,093	\$0	\$247,093	NO
12/14/2022	STAPLETON DEBORAH	20248 LUETTICH LN	23010010	PERMITS REQUIRED	Closed	\$0	\$0	\$0	YES
1/27/2023	GUTIERREZ REYNOLDS SANDRA L &	20599 CHARING CROSS CIR	23020005	PERMITS REQUIRED	Closed	\$5,283	\$0	\$5,283	YES
3/13/2023	KEINERT J TR FOR BLESSING LIVING	22836 FOUNTAIN LAKES BLVD	23040005	BUILDING CODE VIOLATION	Closed	\$26,546	\$0	\$26,546	NO
3/3/2023	SCHLOBOHM ANDREW JOSEPH &	21161 CYPRESS PARK CIR	23040009	PERMITS REQUIRED	Open	\$46,355	\$0	\$46,355	NO
2/3/2023	HINDERMAN RYAN	4852 RIVERSIDE DR	23050002	PERMITS REQUIRED	Open	\$89,667	\$0	\$89,667	NO
3/22/2023	KEINERT J TR FOR BLESSING LIVING	22836 FOUNTAIN LAKES BLVD	23050008	INOPERABLE VEHICLE	Closed	\$296	\$0	\$296	NO
4/14/2023	WILKEN JESSICA T	20123 LUETTICH LN	23050011	NUISANCE VEGETATION	Closed	\$297	\$297	\$0	YES
4/14/2023	EDWARDS NICOLE LEE	20150 SHERRILL LN	23050015	ENVIRONMENTAL/DEAD TREE	Closed	\$82,935	\$0	\$82,935	NO
5/16/2023	KEINERT J TR FOR ANOTHER BLESSING	22836 FOUNTAIN LAKES BLVD	23060006	MAINTENANCE/SWIMMING POOL	Closed	\$11,297	\$0	\$11,297	NO
5/16/2023	KEINERT J TR FOR ANOTHER BLESSING	22836 FOUNTAIN LAKES BLVD	23060007	MAINTENANCE/POOL ENCLOSURE	Closed	\$136,797	\$0	\$136,797	NO
8/8/2023	MESKIMEN JENNIFER	21240 CYPRESS PARK CIR	23070007	NUISANCE VEGETATION	Closed	\$647	\$0	\$647	YES
8/5/2023	LEDESMA ROSANELI	20289 SHERRILL LN	23070009	PERMITS REQUIRED	Closed	\$14,837	\$0	\$14,837	NO
7/5/2023	MICHELLE MORRISSETTE LLC	20511 BASIN	23080003	NUISANCE/CARPORT	Closed	\$9,237	\$0	\$9,237	NO
7/11/2023	NEGRI TRINA	9469 CORALEE AVE	23080004	NUISANCE VEGETATION	Closed	\$3,447	\$0	\$3,447	NO
8/7/2023	CALDERON MILSON ANDRES VILLATO	4060 CORONADO ST	23090003	BUILDING CODE VIOLATION/SHED	Closed	\$6,607	\$0	\$6,607	NO
8/3/2023	ESTERO POOH LLC	10351 CORKSCREW RD	23090004	PERMITS REQUIRED	Closed	\$25,207	\$0	\$25,207	NO
7/25/2023	EGUEZ GABRIEL A	9167 ESTERO RIVER CIR	23100006	PERMITS REQUIRED	Closed	\$5,507	\$0	\$5,507	YES
8/23/2023	MAHIEU THERESE M & RAPP CHAUNCEY	20816 PARK PL	23100009	SEAWALL/DOCK COLLAPSE	Closed	\$4,597	\$297	\$4,300	NO
11/7/2023	CIFUENTES BYRON + CHAPERNO RUTH	20277 LUETTICH LN	23120003	PERMITS REQUIRED	Closed	\$5,666	\$0	\$5,666	NO
12/6/2023	ODEGAARD DAIN	4935 MEDERIA LN	24010004	NUISANCE VEGETATION	Closed	\$297	\$308	(\$10)	NO
1/8/2024	GRADY ROBERT & LORI	20781 COCONUT DR	24020027	PERMITS REQUIRED	Open	\$55,949	\$0	\$55,949	NO
5/14/2024	MESKIMEN JENNIFER	21240 CYPRESS PARK CIR	24060010	NUISANCE VEGETATION	Open	\$19,150	\$0	\$19,150	YES
7/8/2024	EDWARDS NICOLE LEE	20150 SHERRILL LN	24080004	NUISANCE VEGETATION	Closed	\$12,850	\$0	\$12,850	NO
6/18/2024	TARPON IV LLC	8530 ORANGE BLOSSOM LN	24090001	NUISANCE VEGETATION	Open	\$17,397	\$0	\$17,397	NO
10/2/2024	JUST FIX IT OF SWFL INC	20564 CHARING CROSS CIR	24100027	PERMITS REQUIRED	Open	\$32,265	\$0	\$32,265	NO
10/2/2024	SWFL PARK PLACE L L C	20660 PARK PL	24100037	PERMITS REQUIRED	Open	\$14,107	\$0	\$14,107	NO
10/2/2024	GRILEY PHYLLIS	20700 GARDEN DR	24100041	PERMITS REQUIRED	Closed	\$4,404	\$0	\$4,404	YES
10/2/2024	PALMER BEVERLY G TR FOR PALMER	20650 GARDEN DR	24100048	PERMITS REQUIRED	Closed	\$237	\$0	\$237	YES
10/4/2024	NEWTON RAYMOND R & ROSE M	4707 PALMETTO TER	24100086	PERMITS REQUIRED	Closed	\$206	\$0	\$206	YES
10/4/2024	NEWBERRY DONALD LEE L/E	4946 MEDERIA LN	24100093	PERMITS REQUIRED	Closed	\$6,036	\$0	\$6,036	YES
12/5/2024	CAPRAROTTA RONALD FRANCIS	20551 ARMADA CT	24120032	PERMITS REQUIRED	Closed	\$207	\$0	\$207	YES
12/10/2024	BERGER JAMES R & PATRICIA	20613 CHARING CROSS CIR	24120037	PERMITS REQUIRED	Closed	\$268	\$268	\$0	YES
11/19/2024	RANGEL MARIA ANGELICA	21151 CYPRESS PARK CIR	24120054	ZONING/COMMERCIAL VEHICLES	Closed	\$239	\$248	(\$8)	NO
12/19/2024	SANDY RANCH LLC	9250 CORKSCREW RD #8	25010001	PERMITS REQUIRED	Closed	\$236	\$236	\$0	YES
1/11/2025	RASNICK JOANNE	16630 CALISTOGA DR	25020008	PERMITS REQUIRED	Closed	\$273	\$0	\$273	NO
1/31/2025	TIDES AT PELICAN LANDING CONDO	23480 WALDEN CENTER DR	25020015	LIGHTING VIOLATION	Open	\$44,876	\$286	\$44,590	NO
1/23/2025	LAXTON REAL ESTATE HOLDINGS LL	20270 S TAMAMI TRL	25030016	DUMPSTER ENCLOSURE	Closed	\$298	\$0	\$298	NO
1/29/2025	HERRERA ATENEA MERINO	20305 LUETTICH LN	25030017	MAINTENANCE/EXTERIOR WALLS	Closed	\$2,596	\$296	\$2,300	YES
3/4/2025	MCCREERY GORDON EMMONS	21171 CYPRESS PARK CIR	25040007	INOPERABLE VEHICLE	Closed	\$296	\$0	\$296	YES
2/13/2025	KARCEWSKI BERNARD J	4972 ROYAL PALM DR	25040008	MAINTENANCE/ROOF	Open	\$269	\$0	\$269	NO
5/19/2025	TIDES AT PELICAN LANDING CONDO	23480 WALDEN CENTER DR	25050008	PERMITS REQUIRED/REPEAT	Open	\$110,764	\$0	\$110,764	NO
11/8/2025	TOLEDO DANIEL & AISHA	TROPICANA AVE	25110002	ENVIRONMENTAL/LAND CLEARING	Open	\$2,500	\$0	\$2,500	NO
11/8/2025	GARCIA ROBERT S & LISA M	22061 TROPICANA AVE	25110003	ENVIRONMENTAL/LAND CLEARING	Open	\$5,366	\$0	\$5,366	NO
12/2/2025	ESTERO LAND LLC	7742 ALICO RD	25120016	DEVELOPMENT ORDER VIOLATION	Open	\$5,421	\$0	\$5,421	NO
12/2/2025	COCONUT ROAD ESTERO APARTMENTS	7474 CREEDMOOR RD #306	25120017	DEVELOPMENT ORDER VIOLATION	Open	\$5,284	\$5,264	\$0	NO

Total Fines

\$5,809,869.88



	Fines Due as of	Cases with Fines Total
		1/27/2026
TOTAL CASES	187	
CASES OVER \$100,000	15	
CASES THAT MADE PAYMENT	87	
NO FINES	20	
CASES WITH FINES	167	

Village of Estero 9401 Corkscrew Palms Circle Estero, Florida 33928	
Total Payments	\$242,372.25
Balance Due	\$5,567,497.63

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
March 4, 2026

Agenda Item:

“Live Local” State Legislation

Description:

“Live Local” is the name of the State legislation whose purpose is to increase the supply of affordable housing in the State (Florida Statute §166.04151). The legislation preempts some local land use codes and processes.

Staff has received several inquiries recently on potential properties for Live Local multifamily projects. Staff will provide an update to the Council.

Financial Impact:

N/A

Prepared By: Mary Gibbs

Attachments:

1. Summary of Legislation
2. Map of Properties with Inquiries
3. Florida Statute §166.04151

Summary of Live Local Legislation

“Live Local” is a State law pertaining to affordable housing (Florida Statute §166.04151)

- Cities and counties must authorize multifamily and mixed use residential as an allowable use on property zoned commercial, industrial, or mixed use (State preempts local zoning)
- 40% of rental units must be affordable for at least 30 years (household income up to 120% of area median, median is \$92,500)
- Density is the highest currently allowed density in the Village (21 units per acre)
- Height is defined as the highest currently allowed height for a commercial or residential building within 1 mile radius or three stories, whichever is higher
- In Estero, a Live Local project must be mixed use with 10% of the total square footage for non-residential use
- All other Land Development Code requirements apply (stormwater, open space, landscape, etc.)
- No rezoning is needed
- Approval is administrative process (staff review only)
- No Planning Zoning and Design Board or Council review allowed

Village staff have recently received inquiries for several properties (see attached map)

1. Property on northwest corner of US 41 and Pelican Sound Boulevard
2. Hertz vacant parcel on Williams Road adjacent to Via Coconut and roundabout
3. Downtown Estero property at US 41 and Broadway East
4. Property at southwest corner of Estero Parkway and Three Oaks Parkway
5. Other properties may also be eligible to qualify for Live Local



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Select Year: 2025

The 2025 Florida Statutes

[Title XII](#)
MUNICIPALITIES

[Chapter 166](#)
MUNICIPALITIES

[View Entire Chapter](#)

166.04151 Affordable housing.—

(1) Notwithstanding any other provision of law, a municipality may adopt and maintain in effect any law, ordinance, rule, or other measure that is adopted for the purpose of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing or linkage fee ordinances.

(2) An inclusionary housing ordinance may require a developer to provide a specified number or percentage of affordable housing units to be included in a development or allow a developer to contribute to a housing fund or other alternatives in lieu of building the affordable housing units.

(3) An affordable housing linkage fee ordinance may require the payment of a flat or percentage-based fee, whether calculated on the basis of the number of approved dwelling units, the amount of approved square footage, or otherwise.

(4) In exchange for a developer fulfilling the requirements of subsection (2) or, for residential or mixed-use residential development, the requirements of subsection (3), a municipality must provide incentives to fully offset all costs to the developer of its affordable housing contribution or linkage fee. Such incentives may include, but are not limited to:

(a) Allowing the developer density or intensity bonus incentives or more floor space than allowed under the current or proposed future land use designation or zoning;

(b) Reducing or waiving fees, such as impact fees or water and sewer charges; or

(c) Granting other incentives.

¹(5) Subsection (4) does not apply in an area of critical state concern, as designated by s. [380.0552](#) or chapter 28-36, Florida Administrative Code.

¹(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. [420.0004](#), including, but not limited to, a mixed-use residential development, on any parcel zoned for commercial or industrial use, or on any parcel, including any contiguous parcel connected thereto, which is owned by a religious institution as defined in s. [170.201\(2\)](#) which contains a house of public worship, regardless of underlying zoning, so long as at least 10 percent of the units included in the project are for housing that is affordable. The provisions of this subsection are self-executing and do not require the governing body to adopt an ordinance or a regulation before using the approval process in this subsection.

¹(7)(a) A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use, and in portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use, if at least 40 percent of the residential units in a proposed multifamily development are rental units that, for a period of at least 30 years, are affordable as defined in s. [420.0004](#). Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, transfer of density or development units, amendment to a development of regional impact, amendment to a municipal charter, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of

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the total square footage must be used for residential purposes. The municipality may not require that more than 10 percent of the total square footage of such mixed-use residential projects be used for nonresidential purposes.

(b) A municipality may not restrict the density of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, density on any land in the municipality where residential development is allowed under the municipality's land development regulations. For purposes of this paragraph, the term "highest currently allowed density" does not include the density of any building that met the requirements of this subsection or the density of any building that has received any bonus, variance, or other special exception for density provided in the municipality's land development regulations as an incentive for development. For purposes of this paragraph, "highest currently allowed, or allowed on July 1, 2023," means whichever is least restrictive at the time of development.

(c) A municipality may not restrict the floor area ratio of a proposed development authorized under this subsection below 150 percent of the highest currently allowed, or allowed on July 1, 2023, floor area ratio on any land in the municipality where development is allowed under the municipality's land development regulations. For purposes of this paragraph, the term "highest currently allowed floor area ratio" does not include the floor area ratio of any building that met the requirements of this subsection or the floor area ratio of any building that has received any bonus, variance, or other special exception for floor area ratio provided in the municipality's land development regulations as an incentive for development. For purposes of this subsection, the term "floor area ratio" includes floor lot ratio and lot coverage.

(d)1. A municipality may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within 1 mile of the proposed development or three stories, whichever is higher. For purposes of this paragraph, the term "highest currently allowed height" does not include the height of any building that met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the municipality's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes, the municipality may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed, or allowed on July 1, 2023, height for the property provided in the municipality's land development regulations, or three stories, whichever is higher, not to exceed 10 stories. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road or body of water, including manmade lakes or ponds. For a proposed development located within a municipality within an area of critical state concern as designated by s. [380.0552](#) or chapter 28-36, Florida Administrative Code, the term "story" includes only the habitable space above the base flood elevation as designated by the Federal Emergency Management Agency in the most current Flood Insurance Rate Map. A story may not exceed 10 feet in height measured from finished floor to finished floor, including space for mechanical equipment. The highest story may not exceed 10 feet from finished floor to the top plate.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the municipality may restrict the height of the proposed development to the highest currently allowed, or allowed on July 1, 2023, height for a commercial or residential building located in its jurisdiction within three-fourths of a mile of the proposed development or three stories, whichever is higher. The term "highest currently allowed" in this paragraph includes the maximum height allowed for any building in a zoning district irrespective of any conditions.

(e)1. A proposed development authorized under this subsection must be administratively approved without further action by the governing body of the municipality or any quasi-judicial or administrative board or reviewing body if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions

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establishing allowable densities, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved. Each municipality shall maintain on its website a policy containing procedures and expectations for administrative approval pursuant to this subsection. For purposes of this paragraph, the term “allowable density” means the density prescribed for the property in accordance with this subsection without additional requirements to procure and transfer density units or development units from other properties.

2. The municipality must administratively approve the demolition of an existing structure associated with a proposed development under this subsection, without further action by the governing body of the municipality or any quasi-judicial or administrative board or reviewing body, if the proposed demolition otherwise complies with all state and local regulations.

3. If the proposed development is on a parcel with a contributing structure or building within a historic district which was listed in the National Register of Historic Places before January 1, 2000, or is on a parcel with a structure or building individually listed in the National Register of Historic Places, the municipality may administratively require the proposed development to comply with local regulations relating to architectural design, such as facade replication, provided it does not affect height, floor area ratio, ²or density of the proposed development.

(f)1. A municipality must, upon request of an applicant, reduce parking requirements for a proposed development authorized under this subsection by 15 percent if the development:

- a. Is located within one-quarter mile of a transit stop, as defined in the municipality’s land development code, and the transit stop is accessible from the development;
- b. Is located within one-half mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features; or
- c. Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, a municipality may not require that the available parking compensate for the reduction in parking requirements.

2. A municipality must eliminate parking requirements for a proposed mixed-use residential development authorized under this subsection within an area recognized by the municipality as a transit-oriented development or area, as provided in paragraph (h).

3. For purposes of this paragraph, the term “major transportation hub” means any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

(g) A municipality that designates less than 20 percent of the land area within its jurisdiction for commercial or industrial use must authorize a proposed multifamily development as provided in this subsection in areas zoned for commercial or industrial use only if the proposed multifamily development is mixed-use residential.

(h) A proposed development authorized under this subsection which is located within a transit-oriented development or area, as recognized by the municipality, must be mixed-use residential and otherwise comply with requirements of the municipality’s regulations applicable to the transit-oriented development or area except for use, height, density, floor area ratio, and parking as provided in this subsection or as otherwise agreed to by the municipality and the applicant for the development.

(i) Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

(j)1. Nothing in this subsection precludes a municipality from granting a bonus, variance, conditional use, or other special exception to height, density, or floor area ratio in addition to the height, density, and floor area ratio requirements in this subsection.

2. Nothing in this subsection precludes a proposed development authorized under this subsection from receiving a bonus for density, height, or floor area ratio pursuant to an ordinance or regulation of the jurisdiction where the proposed development is located if the proposed development satisfies the conditions to receive the bonus except

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for any condition which conflicts with this subsection. If a proposed development qualifies for such bonus, the bonus must be administratively approved by the municipality and no further action by the governing body of the municipality is required.

(k) Notwithstanding any other law or local ordinance or regulation to the contrary, a municipality may allow an adjacent parcel of land to be included within a proposed multifamily development authorized under this subsection.

(l) The court shall give any civil action filed against a municipality for a violation of this subsection priority over other pending cases and render a preliminary or final decision as expeditiously as possible.

(m) If a civil action is filed against a municipality for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed \$250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(n) As used in this subsection, the term:

1. "Commercial use" means activities associated with the sale, rental, or distribution of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as retail sales; wholesale sales; rentals of equipment, goods, or products; offices; restaurants; public lodging establishments as described in s. 509.242(1)(a); food service vendors; sports arenas; theaters; tourist attractions; and other for-profit business activities. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered commercial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include home-based businesses or cottage food operations undertaken on residential property, public lodging establishments as described in s. 509.242(1)(c), or uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not commercial use, irrespective of how they are operated.

2. "Industrial use" means activities associated with the manufacture, assembly, processing, or storage of products or the performance of services related thereto. The term includes, but is not limited to, such uses or activities as automobile manufacturing or repair, boat manufacturing or repair, junk yards, meat packing facilities, citrus processing and packing facilities, produce processing and packing facilities, electrical generating plants, water treatment plants, sewage treatment plants, and solid waste disposal sites. A parcel zoned to permit such uses by right without the requirement to obtain a variance or waiver is considered industrial use for the purposes of this section, irrespective of the local land development regulation's listed category or title. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not industrial use, irrespective of how they are operated.

3. "Mixed use" means any use that combines multiple types of approved land uses from at least two of the residential use, commercial use, and industrial use categories. The term does not include uses that are accessory, ancillary, incidental to the allowable uses, or allowed only on a temporary basis. Recreational uses, such as golf courses, tennis courts, swimming pools, and clubhouses, within an area designated for residential use are not mixed use, irrespective of how they are operated.

4. "Planned unit development" has the same meaning as provided in s. 163.3202(5)(b).

(o) This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.
 2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.
 3. The Wekiva Study Area, as described in s. 369.316.
 4. The Everglades Protection Area, as defined in s. 373.4592(2).
- (p) This subsection expires October 1, 2033.

https://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0166/Sections/0166.04151.html

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(8) Any development authorized under paragraph (7)(a) must be treated as a conforming use even after the expiration of subsection (7) and the development's affordability period as provided in paragraph (7)(a), notwithstanding the municipality's comprehensive plan, future land use designation, or zoning. If at any point during the development's affordability period the development violates the affordability period requirement provided in paragraph (7)(a), the development must be allowed a reasonable time to cure such violation. If the violation is not cured within a reasonable time, the development must be treated as a nonconforming use.

(9)(a) Except as provided in paragraphs (b) and (d), a municipality may not enforce a building moratorium that has the effect of delaying the permitting or construction of a multifamily residential or mixed-use residential development authorized under subsection (7).

(b) A municipality may, by ordinance, impose or enforce such a building moratorium for no more than 90 days in any 3-year period. Before adoption of such a building moratorium, the municipality shall prepare or cause to be prepared an assessment of the municipality's need for affordable housing at the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. ~~420.0004~~, including projections of such need for the next 5 years. This assessment must be posted on the municipality's website by the date the notice of proposed enactment is published and must be presented at the same public meeting at which the proposed ordinance imposing the building moratorium is adopted by the governing body of the municipality. This assessment must be included in the business impact estimate for the ordinance imposing such a moratorium required by s. ~~166.041~~(4).

(c) If a civil action is filed against a municipality for a violation of this subsection, the court must assess and award reasonable attorney fees and costs to the prevailing party. An award of reasonable attorney fees or costs pursuant to this subsection may not exceed \$250,000. In addition, a prevailing party may not recover any attorney fees or costs directly incurred by or associated with litigation to determine an award of reasonable attorney fees or costs.

(d) This subsection does not apply to moratoria imposed or enforced to address stormwater or flood water management, to address the supply of potable water, or due to the necessary repair of sanitary sewer systems, if such moratoria apply equally to all types of multifamily or mixed-use residential development.

(10)(a) Beginning November 1, 2026, each municipality must provide an annual report to the state land planning agency which includes:

1. A summary of litigation relating to subsection (7) that was initiated, remains pending, or was resolved during the previous fiscal year.
2. A list of all projects proposed or approved under subsection (7) during the previous fiscal year. For each project, the report must include, at a minimum, the project's size, density, and intensity and the total number of units proposed, including the number of affordable units and associated targeted household incomes.

(b) The state land planning agency shall compile the information received under this subsection and submit the information to the Governor, the President of the Senate, and the Speaker of the House of Representatives annually by February 1.

History.—s. 15, ch. 2001-252; s. 9, ch. 2019-165; s. 6, ch. 2020-27; s. 2, ch. 2022-176; s. 5, ch. 2023-17; s. 2, ch. 2024-188; s. 2, ch. 2025-172.

¹**Note.**—Section 43, ch. 2023-17, provides:

“(1) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under s. 120.54(4), Florida Statutes, for the purpose of implementing provisions related to the Live Local Program created by this act. Notwithstanding any other law, emergency rules adopted under this section are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

“(2) This section expires July 1, 2026.”

²**Note.**—The word “or” was substituted for the word “of” by the editors to conform to context.

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