

VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
JUNE 17, 2026, 09:30 AM

www.Estero-fl.gov

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

AGENDA

VILLAGE COUNCIL MEETING

9401 Corkscrew Palms Circle, Estero, Florida

June 17, 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

Fr. Eric Scanlan Our Lady of Light Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. CONSENT AGENDA

a. June 3, 2026 Village Council Meeting Minutes

Attachment: 06032026.pdf

b. Resolution No. 2026-10 Personnel Policy

Attachment: SS Res No 2026-10 adopting new Personnel Policy.pdf
Attachment: 1 Res No. 2026-10 Adpoting new Personnel Policy.pdf
Attachment: 2 Estero Personnel Policy Manual June 2026.pdf

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

6. ACTION ITEMS

a. Eco-Historic Planning Study

Recommended Action
Motion to accept the Eco-Historic Planning Study

Financial Impact
Funded by CDBG-DR grant.

Attachment: SS Eco-Historic Final Report v4.pdf
Attachment: Village Council_2026-06-17.pdf
Attachment: 2 2026-06-01_Estero Study_Report.pdf

b. Resolution No. 2026-05 Sandy Lane Bike/Ped Improvements State Funding Termination

A Resolution of the Village Council of the Village of Estero, Florida, Approving Termination of Grant Agreement; Making Related Findings; Providing for Severability and for an Effective Date.

Recommended Action
Adopt Resolution No. 2026-05

Financial Impact
Adoption of Resolution No. 2026-05 and execution of the termination agreement will end the $450,000 grant and all obligations associated with the grant.

Attachment: SS Res No 2026-05 Sandy Lane Grant Termination Agreement.pdf
Attachment: 1 Res No 2026-05 Sandy Lane Grant Termination.pdf
Attachment: Sandy Lane Grant Termination Agreement.pdf

c. Village Security System Request for Proposal (RFP)10226

Recommended Action
Approve the Evaluation Committee's ranking of firms for RFP 10226.

Authorize the Village Manager to negotiate a contract with the top-ranked firm. If an agreement cannot be reached with the top ranked firm authorize the Village Manager to enter negotiations with the 2nd ranked firm.

Authorize the Village Manager to execute the contract and any related implementation documents within the approved scope of services on behalf of the Village of Estero and proceed with implementation of the security system.

Financial Impact
There is no financial impact from this agenda item. The Village Manager and/or designated staff will negotiate and execute a security services agreement with the awarded vendor.

Attachment: SS Village Security System Request for Proposal _RFP_ 10226.pdf

Attachment: 01 Security Evaluation Signed.pdf
Attachment: 02 Village of Estero Proposal.pdf

d. Resolution No. 2026-08 Authorizing Village Manage to execute FEMA HMGP Grant 4673-086-R Agreement for the Regional Stormwater Facility

A Resolution of the Village Council of the Village of Estero, Florida, Approving Execution of a Grant Agreement with FDEM For Design of The Regional Stormwater Facility; Making Related Findings; Providing for Severability and for an Effective Date.

Recommended Action
Motion to adopt Resolution No. 2026-08

Financial Impact
The project budget for the Agreement is as follows:

	Initial Amount	Contingency	Total
Federal Share	$228,750.00	$11,437.50	$240,187.50
Local Share	$76,250.00	$3,812.50	$80,062.50
Project Budget	$305,000.00	$15,250.00	$320,250.00

Sub-Recipient Management Costs $16,012.50

(These are funds available to cover staff time in the implementation of the grant.)

As part of the Hurricane Ian Community Development Block Grant -- Disaster Recovery (CDBG-DR) grant award to Lee County, the Lee Board of County Commissioners agreed to use part of the DR funds to cover the Local Share for the HMGP awards.

Attachment: SS Resolution No. 2026-08 Approving FEMA HMGP Grant 4673-086-R Agreement for the Regional Stormwater Facility.pdf
Attachment: 1. Location Map - Regional Stormwater Facility.pdf
Attachment: 2. Resolution No. 2026-08.pdf
Attachment: 3. 4673-086-R_FDEM Agreement.pdf

e. Resolution No. 2026 -09 Authorizing Village Manage to execute FEMA HMGP Grant 4673-338-R Agreement for the Village of Estero, Broadway Avenue West, Infrastructure Retrofit

A Resolution of the Village Council of the Village of Estero, Florida, Approving Execution of a Grant Agreement with FDEM for Construction of the Village of Estero, Broadway Avenue West, Infrastructure

Retrofit Project; Making Related Findings; Providing for Severability and for an Effective Date.

Recommended Action
Motion to adopt Resolution 2026-09

Financial Impact
The project budget for the Agreement is anticipated to be as follows

Initial Amount	Contingency	Total	
Federal Share	$14,467,485.00	$723,374.25	$15,190,859.25
Local Share	$4,822,495.00	$241,124.75	$5,063,619.75
Project Budget	$19,289,980.00	$964,499.00	$20,254,479.00

Sub-Recipient Management Costs $115,445.84

(These are funds available to cover staff time in the implementation of the grant.)

As part of the Hurricane Ian Community Development Block Grant -- Disaster Recovery (CDBG-DR) grant award to Lee County, the Lee Board of County Commissioners agreed to use part of the DR funds to cover the Local Share for the HMGP awards.

Attachment: SS Resolution No. 2026-09 Approving FEMA HMGP Grant 4673-338-R Agreement for the Broadway West UEP.pdf
Attachment: 1. Location Map - Broadway West UEP.pdf
Attachment: 2. Resolution No. 2026-09.pdf
Attachment: 3. FEMA Notice of Award _05-28-26_.pdf

f. Resolution 2026-11 Authorizing Special Obligation Revenue Note, Series 2026 and Approving Related Loan Agreement

A Resolution of the Village of Estero, Florida Accepting the Proposal of Pinnacle Bank, a Tennessee Bank, D/B/A Synovus Bank, to Provide the Village with a Term Loan in Order to Reimburse the Village for Funds Expended to Acquire Certain Real Property; Approving the Form of a Loan Agreement; Authorizing the Issuance of a Promissory Note Pursuant to Such Loan Agreement in the Aggregate Principal Amount of not Exceeding $13,000,000 in Order to Evidence Such Loan; Authorizing the Repayment of Such Note from a Covenant to Budget and Appropriate Legally Available Non-Ad Valorem Revenues; Delegating Certain Authority to the Village Manager and Other Officers of the Village for the Authorization, Execution and Delivery of the Loan Agreement, Promissory Note and Various Other Documents with Respect Thereto; and Providing for an Effective Date

Recommended Action

Motion to adopt Resolution No. 2026-11 accepting the Synovus Bank financing proposal, approving the form of the Loan Agreement, authorizing issuance of the Village of Estero Special Obligation Revenue Note, Series 2026, in an amount not to exceed $13,000,000, and authorizing the execution and delivery of all related financing documents.

Financial Impact
The Resolution authorizes a financing amount not to exceed $13,000,000. Final principal amount, interest rate, and annual debt service will be established at closing in accordance with the approved financing proposal and prevailing market conditions. Debt service will be payable from legally available non-ad valorem revenues budgeted and appropriated annually by the Village Council.

Attachment: SS Res No. 2026-11.pdf
Attachment: 1 Res No 2026-11 with EXH A and B .pdf

g. First Amendment to Service Agreement - Kemper Sports Management LLC

Recommended Action
Motion to approve the first amendment to services agreement between the Village of Estero and Kemper Sports Management LLC for a total contract amount of $218,688 a year including travel reimbursement not to exceed $21,000 in a year.

Authorize the Village Manager to sign the amendment and other additional implementation documents on behalf of the Village of Estero Council.

Financial Impact
Total contract amount of $218,688 (Monthly Payment of $18,224)

Services Fee	$9,500
Payroll	$6,724
Insurance	$2,000
Total	$18,224 (per month)*

Reimbursable travel expenses not to exceed $21,000.00 in any fiscal calendar year.

*Adjustment to as outlined to CPI in each subsequent year beginning with FY 2027-2028 budget

Attachment: SS Kemper Sports Amendement 1.pdf
Attachment: 1 1st Amendment to Services Agreement.pdf

h. Second Amendment to Service Agreement- Kemper Sports Management LLC

Recommended Action
Motion to approve the second amendment to services agreement between the Village of Estero and Kemper Sports Management LLC for a total contract amount of $56,184

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

Financial Impact
Total contract amount of $56,184 (Monthly Payment of $4,682).

Services Fee	$2,500
Payroll	$1,875
Insurance	$ 307
Total	$4,682 (per month)*

Attachment: SS Kemper Sports Amendement 2.pdf
Attachment: 1 2nd Amendment to Services Agreement with exh A.pdf

i. Sport Park Phase 1 Contract No. 25029 Change Order 01

Recommended Action
Motion to approve the Sport Park Phase 1 Contract No. 25029 Change Order 01, in the amount of $432, 068 for infrastructure improvement changes.

Approve contract contingency and soft costs in the amount of $1,670,000, to cover additional services and improvements that may be required to complete the project.

Authorize the Village Manager to execute the Change Order and any related documents necessary to implement and complete the approved scope of work.

Financial Impact
The financial impact of this change order is $2,102,069 ($432,068 plus a $1,670,00 contingency). The GMP contract will be increased from $19,517,575 to $19,949,643. The Funding for this change is proposed to be drawn from the project's established contingency budget and be allocated out of the existing General Fund for Phase 1 per the approved budget of $22,000,000.

Attachment: SS Sport Park Suffolk GMP PH1 - Change Order.v6.tg.pdf
Attachment: 1 Suffolk Construction Change Order.a.pdf
Attachment: 1 a Exh A Change Order.pdf
Attachment: 2 2026.06.10 Sport Park Project Update.v3.tg.pdf

7. SECOND READING AND PUBLIC HEARING

a. Second Reading for Approval of Ordinance No. 2026-05 the Annual Capital Improvement Program

An Ordinance of the Village Council of the Village of Estero, Florida, Adopting the Annual Capital Improvement Program for Fiscal Year 2026-2027; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Recommended Action
Motion to pass Ordinance No. 2026-05

Financial Impact
The Capital Improvement Program will set the funding for the Village Capital Improvement project for Fiscal Year 2026-2027 and provide a plan of priorities for the next 5-years. A summary of the proposed capital expenditures for the upcoming fiscal year is as follows:

Roadway	$ 1,840,000
Intersection	$ 5,300,000
Bicycle and Pedestrian	$ 300,000
Landscaping and Beautification	$ 0
Parks and Recreation	$ 43,630,000
Stormwater	$ 350,000
Utility	$ 5,500,000
Land Acquisition	$ 19,000,000
Total Capital Program	$ 75,920,000

Attachment: SS Ord. No. 2026-05 CIP.pdf
Attachment: 01-5-Year CIP 26-27.pdf
Attachment: 02 Ord No 2026-05_FY 26-27 Capital Improvement Plan.pdf

8. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

9. VILLAGE ATTORNEY'S REPORT

10. VILLAGE MANAGER'S REPORT

Adjourn Regular Session and Convene Workshop Items

11. WORKSHOPS

a. Overview of Community Development Fee Schedule Update Pertaining to Building Permitting &

Inspections

Attachment: SS Community Development Fee Schedule v4.pdf
Attachment: Committee on Community Affairs Bill Summary CS CS HB 803 Building Permits and Inspections.pdf

b. High 5

Attachment: SS High 5.pdf
Attachment: 1 rev EsteroVillage_Presentation20260617.pdf

12.ADJOURNMENT

General Attachments

- Transcipt.pdf

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, JUNE 17, 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]
9:30:33AM >>Mayor Ribble: GOOD MORNING, EVERYONE.
9:30:35AM I'D LIKE TO CALL THE JUNE 17, 2026, 9:30 A.M. VILLAGE
9:30:39AM COUNCIL MEETING TO ORDER.
9:30:40AM I WOULD LIKE TO REMIND EVERYONE TO PLEASE SILENCE YOUR CELL
9:30:45AM PHONES.
9:30:45AM IF YOU PLAN ON SPEAKING, PLEASE FILL OUT A CARD AND GIVE IT
9:30:50AM TO OUR CLERK.
9:30:51AM THIS MORNING, WE HAVE FATHER ERIC FROM OUR LADY OF LIGHT TO
9:30:55AM DO THE INVOCATION.
9:30:56AM FATHER ERIC, GOOD MORNING.
9:30:58AM >> GOOD MORNING.
9:31:03AM >> LET'S PRAY.
9:31:05AM LORD GOD, WE GIVE YOU THANKS AND PRAISE FOR YOUR GOODNESS
9:31:08AM AND FOR YOUR LOVE.
9:31:09AM WE ASK YOUR BLESSING UPON THE TOWN OF ESTERO, THE PEOPLE OF
9:31:13AM ESTERO.
9:31:13AM ASK, LORD, YOU PRAY YOUR BLESSING UPON ALL THOSE ESPECIALLY

9:31:17AM IN NEED NOW AND TRUST THEM TO YOU.
9:31:19AM WE PRAY LORD FOR YOUR BLESSING AND PROTECTION FOR ALL WHO
9:31:23AM SERVE OUR COMMUNITY.
9:31:23AM PRAY FOR OUR POLICEMEN, FIREFIGHTERS, MEDICAL PROFESSIONALS.
9:31:27AM ASK THAT YOU WATCH OVER THEM AND GUIDE THEM.
9:31:30AM AND WE ASK YOUR BLESSING UPON THIS MEETING TODAY FOR ALL
9:31:33AM PUBLIC OFFICIALS AS THEY SEEK TO SERVE THE COMMON GOOD.
9:31:36AM BE WITH US, LORD, ASK FOR THE GIFTS OF WISDOM, CLARITY,
9:31:39AM DISCERNMENT AND ASK THAT YOU GUIDE US AND LEAD US WHEREVER
9:31:44AM YOU DESIRE US TO GO.
9:31:45AM ASK THIS LORD IN YOUR NAME.
9:31:47AM AMEN.
9:31:48AM >>Mayor Ribble: AMEN.
9:31:49AM IF YOU WOULD PLEASE STAND FOR THE PLEDGE.
9:31:51AM [PLEDGE OF ALLEGIANCE]
9:32:10AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
9:32:12AM HERE.
9:32:14AM >>Jeff Hunt: HERE.

9:32:15AM >>Jon McLain: HERE.
9:32:16AM >>Lori Fayhee: HERE.
9:32:18AM >>Rafael Lopez: HERE.
9:32:20AM >> COUNCIL MEMBER WARD IS OFF TODAY, EXCUSED.
9:32:23AM VICE-MAYOR ZALUCKI.
9:32:24AM >>Vice-Mayor Zalucki: HERE.
9:32:26AM >>Mayor Ribble: THANK YOU.

9:32:27AM NEXT ON THE AGENDA IS THE APPROVAL OF THE AGENDA.
9:32:30AM ARE THERE ANY ADDITIONS, DELETIONS, COUNCIL?
9:32:35AM SEEING NONE, MAY I HAVE A MOTION TO ACCEPT THE AGENDA.
9:32:39AM COUNCILWOMAN FAYHEE, SECONDED BY COUNCIL MEMBER McLAIN.
9:32:42AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL.
9:32:45AM >>Jeff Hunt: AYE.
9:32:47AM >>Jon McLain: AYE.
9:32:48AM >>Lori Fayhee: AYE.
9:32:49AM >>Rafael Lopez: AYE.
9:32:51AM >>Vice-Mayor Zalucki: AYE.
9:32:51AM >>Mayor Ribble: AYE.
9:32:53AM NEXT ON THE AGENDA IS PUBLIC COMMENT ON NON-AGENDA ITEMS.
9:32:59AM WITH YOUR PERMISSION, COUNCIL, I WOULD LIKE TO MOVE THE
9:33:02AM NON-AGENDA SPEAKERS TO THE END OF THE MEETING BECAUSE WE
9:33:06AM HAVE SUCH A DIFFICULT AND LONG AGENDA, I WOULD LIKE TO GET
9:33:11AM RIGHT INTO THAT FOR EVERYONE.
9:33:12AM IF THAT'S ALL RIGHT WITH EVERYONE.
9:33:14AM NEXT, THE CONSENT AGENDA, WHICH IS THE JUNE 3rd VILLAGE
9:33:20AM COUNCIL MEETING MINUTES AND RESOLUTION NUMBER 2026-10,
9:33:24AM ADOPTING NEW PERSONNEL POLICY.
9:33:26AM DO ANY OF THE COUNCIL MEMBERS HAVE ANY COMMENTS OR
9:33:30AM QUESTIONS?
9:33:31AM IS THERE ANY PUBLIC COMMENT?
9:33:37AM >>Carol Sacco: THERE IS NO PUBLIC COMMENT AND NO E-COMMENTS.
9:33:40AM >>Mayor Ribble: IN THAT CASE, I'LL ENTERTAIN A MOTION.

9:33:42AM COUNCILMAN LOPEZ SECONDED BY THE VICE-MAYOR.
9:33:44AM PLEASE CALL THE ROLL.
9:33:49AM >>Rafael Lopez: YES.
9:33:51AM >>Lori Fayhee: AYE.
9:33:54AM >>Jon McLain: AYE.
9:33:55AM >>Jeff Hunt: AYE.
9:33:57AM >>Vice-Mayor Zalucki: AYE.
9:33:58AM >>Mayor Ribble: AYE.
9:33:58AM ALL RIGHT.
9:34:03AM SO WE BEGIN.
9:34:04AM NEXT ON THE AGENDA, ITEM 6A, THE ECO-HISTORIC PLANNING
9:34:07AM STUDY.
9:34:08AM STEVE, WOULD YOU INTRODUCE THIS ITEM, PLEASE?
9:34:13AM >>Steven Sarkozy: THANK YOU, MAYOR.

9:34:14AM GOOD MORNING, MAYOR AND COUNCIL.
9:34:15AM THE ECO-HISTORIC PLANNING STUDY IS A MAJOR LAND USE STUDY
9:34:24AM THAT WE HAVE THAT IDENTIFIES OPTIONS FOR DEVELOPMENT IN
9:34:29AM ABOUT A THOUSAND-ACRE AREA NORTH OF WILLIAMS ROAD UP TO THE
9:34:34AM NORTHERN BOUNDARY OF THE VILLAGE ALONG U.S. 41 GENERALLY
9:34:38AM DEFINED.
9:34:39AM THIS IS AN AREA WHERE WE'VE GOT A LOT OF CHANGING LAND USES.
9:34:48AM MOST NOTABLY, THE PROPERTY THAT THE VILLAGE OWNS ON THE
9:34:51AM CORNER OF CORKSCREW AND U.S. 41.
9:34:58AM >>Carol Sacco: STEVE, CAN YOU SPEAK A LITTLE LOUDER?
9:35:01AM >>Steven Sarkozy: I'M SORRY.

9:35:03AM SO THE PURPOSE OF THE DISCUSSION TODAY IS TO HEAR SOME
9:35:08AM DIFFERENT IDEAS ABOUT THE LAND USES IN THE AREA AND THE
9:35:15AM ACTION FOR THE VILLAGE COUNCIL IS SIMPLY TO ACCEPT THIS
9:35:17AM STUDY.
9:35:17AM WITH NO FORMAL ACTION ON ANY LAND USE ITSELF.
9:35:22AM SO WITH THAT, I'D LIKE TO TURN IT OVER TO MARY GIBBS WHO,
9:35:26AM ALONG WITH HER STAFF, HAS COORDINATED THE PLANNING PROCESS.
9:35:32AM MARY CAN FURTHER INTRODUCE THE TOPIC AS WELL AS INTRODUCE
9:35:35AM OUR CONSULTANTS THAT ARE PRESENT FOR THE PRESENTATION.
9:35:40AM >>Mary Gibbs: GOOD MORNING.
9:35:41AM IF YOU RECALL, THIS PROJECT HAS BEEN GOING ON FOR ABOUT A
9:35:44AM YEAR NOW.
9:35:44AM WE RECEIVED CDBG GRANT, COMMUNITY DEVELOPMENT BLOCK GRANT,
9:35:50AM DISASTER RECOVERY TO DO THE STUDY.
9:35:52AM IT'S THE THOUSAND-ACRE PORTION OF ESTERO, WHICH YOU CAN SEE
9:35:56AM ON THIS BOARD HERE KIND OF OUTLINES THE GENERAL AREA THAT
9:36:00AM STEVE EXPLAINED.
9:36:01AM THE STUDY AREA IS KIND OF AN ECLECTIC MIX OF PROPERTIES.
9:36:06AM SO THERE IS A LOT OF OLD ESTERO.
9:36:08AM THE OLDEST PARTS OF ESTERO ARE IN THE STUDY AREA, ALONG WITH
9:36:11AM SOME KORESHAN PARK, OUR VILLAGE PROPERTY, AND THEN SOME
9:36:15AM GREEN FIELD AREA.
9:36:17AM IT'S KIND OF AN INTERESTING MIX OF AREAS.
9:36:19AM THE OLD ESTERO HAS BEEN KIND OF NEGLECTED OVER THE YEARS IN
9:36:23AM PLANNING, SO WE THOUGHT THIS WOULD BE GOOD TO STUDY AND COME

9:36:26AM UP WITH SOME IDEAS AND RECOMMENDATIONS.
9:36:28AM SO WE SELECTED THE CONSULTANTS LAND DESIGN FROM ORLANDO LAST
9:36:33AM YEAR.
9:36:33AM THEY STARTED WORK I THINK RIGHT AROUND LAST JUNE.
9:36:36AM AND THEY ARE LOOKING AT SOME DIFFERENT IDEAS.
9:36:41AM OVER THE PAST YEAR, WE HAD TWO COMMUNITY MEETINGS.
9:36:44AM WE'VE HAD THREE PLANNING ZONING AND DESIGN BOARD MEETINGS,
9:36:47AM INCLUDING THE ONE WE HAD LAST NIGHT, AND WE ALSO HAVE HAD
9:36:51AM THREE COUNCIL MEETINGS WHERE WE DID OVERVIEWS AND UPDATES ON
9:36:55AM THE STUDY.

9:36:55AM THE STUDY IS NOW COMPLETE, A YEAR LATER, AS OUR GRANT GAVE
9:37:00AM US A ONE-YEAR DEADLINE TO GET THIS DONE.
9:37:02AM THE CONSULTANT WILL GO OVER AGAIN SOME OF THE IDEAS THAT
9:37:05AM CAME OUT OF THE STUDY AND THE ACTION THAT STEVE SAID WE'RE
9:37:09AM REQUESTING TODAY IS TO ACCEPT THE STUDY.
9:37:11AM AND THE REASON FOR THAT IS BECAUSE THAT WILL ENABLE US TO
9:37:15AM HAVE A BETTER CHANCE IF THERE ARE FUTURE GRANT OPPORTUNITIES
9:37:17AM WE CAN APPLY.
9:37:18AM IF THE STUDY IS ACCEPTED, THEN IT'S HELPFUL IN OBTAINING
9:37:22AM SOME GRANTS IF YOU DO WANT TO PROCEED WITH SOME PROJECTS IN
9:37:25AM THE FUTURE.
9:37:25AM SO WE WOULD LIKE TO JUST HAVE A MOTION TO ACCEPT THE STUDY.
9:37:30AM AND THEN AGAIN, ACCEPTING THE STUDY DOESN'T COMMIT YOU
9:37:32AM BECAUSE THERE ARE A LOT OF BIG IDEAS IN HERE.
9:37:34AM AND THERE ARE A LOT OF PROJECTS MENTIONED THAT RANGE FROM

9:37:38AM SHORT TERM UP TO 20 YEARS.
9:37:39AM IF YOU WERE TO LOOK AT THE COST OF ALL THOSE ITEMS,
9:37:41AM EVERYTHING THAT WAS LISTED IT WOULD PROBABLY EXCEED WHAT IS
9:37:44AM IN THE C.I.P. RIGHT NOW.
9:37:45AM OBVIOUSLY, THIS IS A VERY LONG-TERM, KIND OF BIG-PICTURE
9:37:49AM STUDY.
9:37:49AM BY ACCEPTING THE STUDY, YOU ARE NOT COMMITTING TO ANY
9:37:53AM PROJECTS, ANYTHING SPECIFICALLY.
9:37:54AM AND THEN I WAS GOING TO ADD ONE MORE THING.
9:38:01AM THE CONSULTANTS ARE GOING TO SHOW YOU AGAIN SOME SKETCHES.
9:38:04AM WE HAD SOME PUBLIC INPUT LAST NIGHT ABOUT SOME THINGS ON THE
9:38:07AM SKETCHES.
9:38:07AM THERE IS A NOTE ON EACH OF THE SKETCHES THAT IT IS A
9:38:10AM CONCEPTUAL AND SUBJECT TO FUTURE COUNCIL APPROVAL BECAUSE
9:38:14AM THERE WILL BE THINGS YOU NEED TO PRIORITIZE AND EVEN DECIDE
9:38:16AM IF YOU WANT TO PROCEED WITH.
9:38:18AM SO THAT WAS ONE OF THE ITEMS THAT CAME UP LAST NIGHT, AND
9:38:22AM THEN ONE MORE THING THAT CAME UP AT PLANNING AND ZONING LAST
9:38:25AM NIGHT, JUST TO GIVE YOU AN UPDATE, THEY BASICALLY SAID THEY
9:38:29AM THOUGHT -- WE HAD A LENGTHY DISCUSSION.
9:38:31AM THEY THOUGHT THE PLAN WAS A GREAT CONCEPTUAL PLAN.
9:38:35AM THEY MADE A RECOMMENDATION THAT WE ADD ONE THING TO
9:38:37AM RECOGNIZE THE IMPORTANCE OF HAPPEHATCHEE IN THE PLAN BECAUSE
9:38:43AM IT IS PART OF THE VILLAGE PROPERTY NOW.
9:38:45AM BUT THE PUBLIC INPUT YOU'LL HEAR THINKS THAT WE OMITTED IT

9:38:48AM AND THERE WAS NO INTENT TO ERASE HAPPEHATCHEE FROM THE PLAN.
9:38:53AM IT WAS JUST AN OMISSION.
9:38:55AM SO THEY SUGGESTED THAT THEY RECOMMENDED THAT THE COUNCIL
9:38:58AM ACCEPT THE REPORT BUT REVISE THE TEXT AND THE MAP TO JUST
9:39:02AM RECOGNIZE THE IMPORTANCE OF HAPPEHATCHEE AND PRESERVING THE
9:39:05AM HISTORIC NATURE OF THE BUILDINGS.

9:39:07AM THAT WAS BASICALLY THEIR RECOMMENDATION LAST NIGHT.
9:39:13AM AND PUBLIC INPUT WILL GET UP AND, I THINK, EXPLAIN THAT A
9:39:17AM LITTLE BIT MORE.
9:39:17AM BUT IF YOU DON'T HAVE ANY QUESTIONS OF ME NOW, I'LL TURN IT
9:39:20AM OVER TO THE CONSULTANTS.
9:39:21AM THEY HAVE A QUICK PowerPoint.
9:39:23AM PROBABLY 10 OR 15 MINUTES.
9:39:26AM >>Mayor Ribble: THANK YOU, MARY.
9:39:28AM >>Mary Gibbs: I THINK ANNIE WILL KICK IT OFF.
9:39:30AM ANNIE AND PHILIP FROM LAND DESIGN.
9:39:32AM THEY ARE DOING A TAG-TEAM PRESENTATION.
9:39:34AM >>Mayor Ribble: GOOD MORNING, ANNIE AND PHILIP.
9:39:37AM >> GOOD MORNING.
9:39:38AM THANKS FOR HAVING US.
9:39:40AM IT'S A PLEASURE TO BE HERE THIS MORNING.
9:39:41AM SO WE'LL BE GIVING AN OVERVIEW AND RUNNING THROUGH SOME OF
9:39:44AM THOSE RECOMMENDED ACTIONS FOR THE STUDY.
9:39:48AM WE'RE EXCITED BECAUSE IT'S REALLY A CULMINATION OVER THE
9:39:52AM LAST YEAR.

9:39:53AM WE'LL GIVE YOU AN OVERVIEW AND BACKGROUND.
9:39:55AM RUN THROUGH AN OVERVIEW AND EXECUTIVE SUMMARY FOR THE
9:39:58AM REPORT.
9:39:59AM GO THROUGH RECOMMENDATIONS AND STRATEGIES FOR YOUR
9:40:01AM CONSIDERATION THIS MORNING.
9:40:03AM SOME CATALYST SITE CONCEPTS AND GO INTO WHAT A CATALYST SITE
9:40:07AM IS AND THEN ANY QUESTIONS YOU MIGHT HAVE.
9:40:09AM PHIL WILL GIVE YOU THE OVERVIEW AND BACKGROUND.
9:40:16AM >> AS MARY MENTIONED, THIS PROJECT CAME ABOUT BY THIS GRANT.
9:40:21AM $450,000 GRANT, WHICH WAS A RESULT OF HURRICANE IAN.
9:40:26AM THE STUDY AREA, IT'S JUST OVER A THOUSAND ACRES.
9:40:30AM IT INCLUDES SEVERAL PRETTY IMPORTANT SITES, KORESHAN STATE
9:40:36AM PARK, VILLAGE-OWNED PARCELS, AND U.S. 41 CUTS DIRECTLY
9:40:41AM THROUGH THIS SITE.
9:40:42AM AS WELL AS SEMINOLE RAILWAY CORRIDOR, HOPEFULLY THE FUTURE
9:40:51AM BERT TRAIL.
9:40:51AM TIMELINE, IT'S BEEN A-YEAR-LONG PROCESS.
9:40:53AM IT BEGAN IN MAY OF 2025.
9:40:55AM THREE PZD BOARD MEETINGS.
9:41:00AM TWO PUBLIC OPEN HOUSES, AND ONE PRETTY EXTENSIVE ONLINE
9:41:04AM SURVEY WHERE WE RECEIVED OVER 1700 RESPONDENTS.
9:41:09AM SO BRIEF OVERVIEW OF THE SURVEY.
9:41:13AM THIS HELPED GUIDE OUR PROJECT.
9:41:16AM SO SOME OF THESE RESULTS INCLUDE OVER 67% OF RESPONDENTS
9:41:24AM ACTUALLY BELIEVED THAT DEVELOPMENT IS HAPPENING TOO FAST OR

9:41:28AM IN THE WRONG AREAS OF ESTERO.
9:41:30AM WHEN WE ASKED THEM WHAT WOULD MAKE THEM SPEND MORE TIME IN

9:41:34AM ESTERO, IT WAS WATERFRONT ACCESS, RIVERFRONT PLACES,
9:41:39AM FOLLOWED BY ARTS, MUSIC, AND CULTURE.
9:41:41AM TRAFFIC AND CONGESTION STOOD OUT AS THE DOMINANT CHALLENGE
9:41:48AM FOR THIS SITE.
9:41:49AM 92% OF RESPONDENTS MENTIONED THAT.
9:41:52AM AND WHEN WE ASKED WHAT PEOPLE THINK ESTERO HAS THE GREATEST
9:41:55AM IMPACT ON IMPROVING QUALITY OF LIFE IN ESTERO, TRAILS AND
9:42:00AM WALKING AND BIKING STOOD OUT AS THE SINGLE-MOST CITED GAP IN
9:42:05AM ESTERO.
9:42:05AM SO THIS PROJECT WAS DEVELOPED THROUGH THIS FRAMEWORK OF
9:42:12AM THREE RESILIENCE CATEGORIES: ENVIRONMENTAL, SOCIAL, AND
9:42:16AM GENERATIONAL AND ECONOMIC.
9:42:17AM AND THEN THIS BROKE DOWN FURTHER INTO THESE PROJECT GOALS,
9:42:21AM WHICH WAS PROTECT IRREPLACEABLE ENVIRONMENTAL SYSTEMS,
9:42:25AM STRENGTHEN COMMUNITY IDENTITY AND QUALITY OF LIFE, AND THEN
9:42:29AM ALSO GUIDE RESPONSIBLE GROWTH.
9:42:30AM ANNIE WILL GO INTO THE REPORT OVERVIEW AND EXECUTIVE
9:42:35AM SUMMARY.
9:42:38AM >> THANK YOU.
9:42:38AM SO THIS STUDY TRULY IS A FRAMEWORK OVER THE NEXT 20 YEARS
9:42:43AM FOR VILLAGE OF ESTERO TO GROW AND REALLY STRENGTHEN ALL
9:42:47AM THOSE RESILIENCY GOALS THAT PHIL MENTIONED.
9:42:49AM SO THOSE GOALS ARE IN THERE AS WELL AS THE FOUR FOCUS AREAS.

9:42:54AM SO WE'LL GO INTO MORE DETAIL AS WE GET INTO THE DIFFERENT
9:42:58AM CONCEPTS.
9:42:58AM BUT THE FOCUS AREAS THEN OFFER AN ACTION PLAN.
9:43:02AM SO THINKING OF TIMING BETWEEN 0 TO 12 MONTHS ALL THE WAY TO
9:43:07AM 10 TO 20 YEARS, AND THEN THOSE OPPORTUNITY AREAS THROUGHOUT
9:43:10AM THE VILLAGE.
9:43:11AM SO WE'VE IDENTIFIED SOME FOCUS AREAS BASED ON THOSE GOALS ON
9:43:14AM WHERE POTENTIAL PROJECTS OR POLICY CHANGES COULD HAPPEN TO
9:43:18AM IMPLEMENT SOME OF THOSE.
9:43:19AM SO REGARDING CATALYST PROJECTS, SO CATALYST PROJECTS ARE
9:43:23AM THOSE THAT CAN SPUR ECONOMIC DEVELOPMENT AND REALLY GET
9:43:27AM REINVESTMENT HAPPENING THAT'S APPROPRIATE AND IN THE RIGHT
9:43:31AM PLACE.
9:43:31AM SO, FOR EXAMPLE, THE VILLAGE CENTER, SO THIS IS
9:43:34AM VILLAGE-OWNED PROPERTY, SO IT COULD REALLY BECOME THAT HUB
9:43:38AM FOR PEOPLE TO GO TO, GATHER, HAVE ACCESS TO THE ESTERO
9:43:41AM RIVER.
9:43:43AM THERE'S THE BERT TRAIL.
9:43:44AM SO BONITA ESTERO RAIL TRAIL.
9:43:49AM HOPEFULLY THAT HAPPENS.
9:43:49AM IT CAN BE AN IMPORTANT SPINE FOR BICYCLIST AND PEDESTRIAN
9:43:52AM CONNECTIVITY THAT REALLY PULLS PEOPLE OFF OF U.S. 41.
9:43:55AM THEN THERE IS ESTERO RIVER PARK.
9:43:57AM SO THAT'S ALSO VILLAGE OWNED TO THE SOUTH OF THE ESTERO

9:44:00AM RIVER, SO HOW COULD THERE BE SYNERGIES BETWEEN THAT PORTION

9:44:03AM THAT'S MORE NATURAL, MORE RESERVED AS OPPOSED TO THE VILLAGE
9:44:07AM CENTER HAS A LITTLE MORE ACTIVITY BUT HOW COULD THE TWO WORK
9:44:10AM TOGETHER.
9:44:10AM FINALLY, IMPROVEMENTS ALONG U.S. 41.
9:44:14AM HOW CAN WE MAKE IT SAFER FOR BICYCLISTS, PEDESTRIANS, AND
9:44:18AM ALSO PEOPLE IN CARS.
9:44:19AM OBVIOUSLY, WE STILL DRIVE.
9:44:20AM SO HOW CAN WE MITIGATE SOME OF THOSE IMPROVEMENTS ON U.S.
9:44:23AM 41?
9:44:24AM REGARDING THE ACTION PLAN, THE INTENTION IS TO GIVE THE
9:44:30AM VILLAGE OPPORTUNITIES TO IDENTIFY THE LOW-HANGING FRUIT AND
9:44:35AM THEN PLAN FOR LONG-TERM ACTION.
9:44:37AM SO THE FOUNDATIONAL STEPS SO BETWEEN NOW AND A YEAR FROM
9:44:40AM NOW, WHAT ARE THOSE LITTLE ACTIONS THAT CAN BE TAKEN TO
9:44:43AM REALLY JUST START GETTING THE FRAMEWORK IN PLACE, GETTING
9:44:46AM THE FOUNDATION IN PLACE, THOSE EARLY ACTIONS, 0 TO 2 YEARS
9:44:51AM TO OCCUR.
9:44:52AM THOSE ARE THE QUICK WINS THAT PEOPLE START TO SEE THINGS
9:44:55AM HAPPENING.
9:44:55AM THEY ARE GAINING MOMENTUM.
9:44:56AM THEY ARE GETTING EXCITED ABOUT IT.
9:44:58AM AND THEN YOUR SHORT-TERM ACTION, THAT'S 0 TO 5 YEARS.
9:45:02AM THAT'S WHERE YOU ARE BUILDING UPON IN THE FOUNDATIONAL AND
9:45:05AM EARLY ACTION STEPS AND STARTING TO REALLY PINPOINT THOSE
9:45:08AM AREAS OF OPPORTUNITY THAT YOU CAN START TO INVEST IN.

9:45:10AM YOUR MEDIUM TERM ARE YOUR 5 TO 10 YEARS, AND THOSE ARE
9:45:14AM REALLY YOUR LINKS.
9:45:16AM NOW YOU ARE THINKING ABOUT THE BROADER SYSTEM.
9:45:19AM REALLY STARTING TO IMPROVE ALONG AREAS THROUGHOUT THE
9:45:21AM VILLAGE IN THAT STUDY AREA.
9:45:22AM AND THEN YOUR LONG TERM IS HOW IT ALL COMES TOGETHER.
9:45:26AM AT THIS POINT, MAYBE YOU HAVE DONE SOME CATALYST PROJECTS.
9:45:29AM YOU'VE SEEN THEM COME TO FRUITION, AND NOW YOUR SYSTEM IS
9:45:32AM REALLY WORKING COHESIVELY AND YOU ARE GETTING THAT IDENTITY
9:45:36AM FOR ESTERO IN THOSE AREAS.
9:45:37AM NOW I'LL LET PHIL GO THROUGH THE RECOMMENDATIONS AND
9:45:40AM STRATEGIES THAT WE HAVE FOR YOUR CONSIDERATION THIS MORNING.
9:45:48AM >> SO THE REPORT IS BROKEN DOWN INTO FOUR CHAPTERS, BUT
9:45:51AM WE'RE GOING TO FOCUS ON CHAPTER 2, WHICH HONES IN ON THOSE
9:45:55AM FOUR FOCUS AREAS THAT ANNIE MENTIONED.
9:45:58AM CONNECTIVITY AND TRANSPORTATION, ENVIRONMENTAL SYSTEMS,
9:46:00AM PARKS AND OPEN SPACE, AND ECONOMIC OPPORTUNITIES AND
9:46:05AM COMMUNITY.
9:46:06AM THESE ARE IN ORDER OF PRIORITY BASED ON WHAT WE HEARD FROM
9:46:10AM PUBLIC ENGAGEMENT.

9:46:13AM SO STARTING OFF WITH CONNECTIVITY AND TRANSPORTATION, SOME
9:46:17AM OF THESE RECOMMENDATIONS -- OR THIS PARTICULAR SLIDE FOCUSES
9:46:22AM ON EARLY ACTIONS AND SHORT-TERM ACTIONS.
9:46:24AM THE REPORT GOES MORE IN DEPTH WITH THE MEDIUM AND LONG-TERM,
9:46:29AM BUT WE CAN'T GIVE YOU THE WHOLE REPORT.

9:46:31AM SO SOME OF THOSE ONES THAT STOOD OUT, EARLY ACTION WAS TO
9:46:37AM ADOPT U.S. 41 LANDSCAPE AND STREETSCAPE MASTER PLAN.
9:46:40AM SO THAT WOULD BE IDENTIFYING AREAS OF OPPORTUNITY ALONG U.S.
9:46:43AM 41 FOR IMPROVEMENTS.
9:46:45AM THIS MAP KIND OF ILLUSTRATES THOSE AREAS THAT WE FOUND COULD
9:46:49AM USE IMPROVEMENTS.
9:46:50AM WHICH COULD INCLUDE CROSSWALKS, SAFER BIKE FACILITIES,
9:46:56AM IMPROVED SIDEWALKS, AND ADA ACCESSIBILITY.
9:46:59AM SO THE ENVIRONMENTAL SYSTEM'S FOCUS AREA, SOME OF THE EARLY
9:47:06AM ACTIONS IN THIS INVOLVED ESTABLISHING A RIVER PROTECTION
9:47:09AM OVERLAY DISTRICT, AND THAT'S CREATING A SETBACK AND MAKING
9:47:12AM MORE STRINGENT REGULATIONS ON WHAT CAN BE DEVELOPED WITHIN
9:47:17AM THAT AREA AND PROTECTING THE EXISTING WETLANDS AND
9:47:24AM ECOHISTORY TO THAT SITE.
9:47:27AM SO PARKS, TRAILS, AND OPEN SPACE, THE EARLY ACTION ITEMS
9:47:32AM INCLUDE CREATING THOSE CONNECTIONS FOR THE BERT TRAIL
9:47:37AM CORRIDOR, GIVEN THAT THAT COMES TO FRUITION. THAT REALLY
9:47:40AM ACTS AS A CENTRAL SPINE HERE TO CONNECT ALL OF THE CATALYST
9:47:45AM SITES THAT WE'LL GET INTO FURTHER.
9:47:46AM BUT ALSO CREATING DESIGN GUIDELINES THAT CAN INCLUDE SITE
9:47:52AM FURNISHINGS, NATIVE LANDSCAPE CRITERIA, AND JUST CREATING A
9:48:00AM MORE COHESIVE SET OF GUIDELINES FOR THE PARKS AND TRAILS.
9:48:07AM SO ECONOMIC OPPORTUNITIES AND COMMUNITIES, THIS COULD
9:48:13AM INCLUDE ESTABLISHING A HISTORIC DISTRICT OVERLAY, WHICH
9:48:17AM ESTERO DOES A GREAT JOB AT CREATING THOSE GUIDELINES FOR

9:48:20AM LIKE THE ARCHITECTURE.
9:48:21AM SO THIS WOULD ESTABLISH A MORE UNIQUE OPPORTUNITY IN THESE
9:48:24AM ESTABLISHED AREAS, WHICH COULD INCLUDE THE VILLAGE CENTER,
9:48:29AM ESTERO RIVER PARK, AND POTENTIAL THE BOOMER HOUSE PROPERTY.
9:48:32AM I WILL GET INTO THE CATALYST SITE CONCEPTS.
9:48:41AM >> ALL RIGHT.
9:48:42AM START WITH THE VILLAGE CENTER.
9:48:44AM FROM OUR PUBLIC ENGAGEMENT, WE DIDN'T HEAR THAT PEOPLE
9:48:48AM WANTED MORE DEVELOPMENT.
9:48:49AM WHAT THEY WANTED WAS SOME PLACE THAT WAS WALKABLE, BIKEABLE,
9:48:53AM THEY COULD PARK ONCE AND EXPERIENCE DIFFERENT ACTIVITIES FOR
9:48:57AM THEIR MULTIGENERATIONAL FAMILIES.
9:48:59AM SO WITH THE VILLAGE CENTER, IT IS OWNED BY THE VILLAGE
9:49:02AM PROPERTY THAT'S OWNED BY THE VILLAGE NORTH OF THE ESTERO
9:49:04AM RIVER, BUT YOU COULD POTENTIALLY HAVE RETAIL INTEGRATION
9:49:08AM THAT'S VERY CURATED.

9:49:10AM IT'S NOT A DOMINO'S PIZZA OR A STARBUCKS.
9:49:13AM IT'S CURATED ITEMS THAT WILL GET PEOPLE TO GO THERE.
9:49:18AM IN ADDITION, WATERFRONT DINING, SO ABLE TO ACCESS THE ESTERO
9:49:21AM RIVER BEYOND JUST GETTING ON IT, BUT BEING ABLE TO VIEW IT,
9:49:27AM SIT ALONG IT, EAT WITH YOUR FAMILY.
9:49:29AM AND THEN A CENTRAL COMMONS.
9:49:30AM SO GREENSPACE THAT COULD BE ENJOYED BY ALL.
9:49:33AM YOU COULD HAVE FESTIVALS, EVENTS, ET CETERA.
9:49:36AM SO IMAGINE PARKING IN ONE LOCATION, HAVING COFFEE, DOING A

9:49:42AM FITNESS CLASS.
9:49:44AM THEN YOU ARE SHOPPING, HAVING LUNCH.
9:49:46AM IN THE EVENING, THERE MIGHT BE SPECIAL ENTERTAINMENT OR
9:49:48AM OTHER SOCIAL EVENTS THAT YOU CAN ENJOY WITH YOUR FAMILY.
9:49:52AM THIS IS JUST CONCEPTUAL.
9:49:53AM THE RESIDENTIAL THAT'S ON HERE, IT'S VERY LIGHT.
9:49:58AM SO IT'S MORE LIKE COTTAGE HOMES.
9:50:00AM IT'S TOWNHOMES.
9:50:01AM IT'S NOT LIKE MULTIFAMILY DEVELOPMENT, WHICH THERE IS PLENTY
9:50:05AM OF IT.
9:50:05AM THERE IS A TIME AND A PLACE.
9:50:07AM THIS IS MEANT TO BE LOWER DENSITY RESIDENTIAL, INTEGRATED
9:50:09AM WITH RETAIL AND OTHER ITEMS FOR PEOPLE TO ENJOY.
9:50:14AM NOW, WITH THE ESTERO RIVER PARK, ALSO VILLAGE OWNED ON THE
9:50:19AM SOUTH SIDE OF ESTERO RIVER, TRYING TO MAINTAIN THE NATURAL
9:50:23AM ELEMENTS OF ESTERO RIVER PARK, WE DID SEE A PRESENTATION
9:50:27AM FROM THE C.I.P. GROUP LAST NIGHT WHERE THEY WENT THROUGH THE
9:50:31AM ENHANCEMENTS THAT ARE ALREADY HAPPENING.
9:50:32AM SO IT'S BUILDING UPON THOSE TO CREATE ADDITIONAL NATURAL
9:50:36AM ENVIRONMENTS.
9:50:37AM SO WE'RE TALKING ABOUT NATURE PLAY VERY MUCH INTEGRATED INTO
9:50:42AM WHAT'S ALREADY THERE.
9:50:43AM SHADED GATHERING SPACES AND, OF COURSE, THE EXISTING
9:50:46AM RESTROOM FACILITY THAT'S ALREADY BEEN PLACED AS PART OF THE
9:50:49AM WORK EFFORT.

9:50:50AM WE'RE ALSO ACKNOWLEDGING THE HAPPEHATCHEE HISTORIC SITE THAT
9:50:53AM EXISTS AT ESTERO RIVER PARK AND MAINTAINING THOSE ELEMENTS
9:50:56AM AND HOW THEY INTEGRATE INTO THE EXISTING PATHWAYS AND
9:51:00AM EVERYTHING BEYOND.
9:51:02AM WE ALSO WANT TO PROPOSE A POTENTIAL BERT TRAILHEAD.
9:51:05AM SO WHEN BERT COMES TO FRUITION, HOPEFULLY THAT DOES HAPPEN,
9:51:10AM OFFERING A TRAILHEAD SO PEOPLE CAN ACCESS THE TRAIL FROM
9:51:14AM THAT PORTION AND POTENTIALLY ACCESS ESTERO RIVER PARK AND
9:51:18AM EVERYTHING TO THE NORTH BEYOND THAT IN THE VILLAGE CENTER.
9:51:20AM AGAIN WITH THE BERT CORRIDOR, SO THIS IS MORE ABOUT
9:51:24AM PROVIDING AMENITIES FOR BICYCLISTS AND PEDESTRIANS WHO MIGHT
9:51:27AM WANT TO ACCESS BERT.

9:51:29AM ALSO, SOME SIGNAL IMPROVEMENTS, THINGS THAT CAN INCREASE
9:51:33AM SAFETY SUCH AS PEDESTRIAN ACTIVATED SIGNALS, TALKING ABOUT
9:51:37AM ENHANCED CROSSWALKS, LIGHTING, WAYFINDING.
9:51:42AM REALLY CREATING AMENITIES SO THAT THE BERT TRAIL, WHICH YOU
9:51:45AM CAN SEE ON THAT MAP, THE GREEN SPINE.
9:51:48AM BECAUSE WE HAVE U.S. 41 THAT'S TRULY THE COMMERCIAL SPINE.
9:51:51AM THAT'S WHERE YOUR CARS ARE MOSTLY GOING.
9:51:53AM NOW THE BERT IS GOING TO BE THAT PEDESTRIAN SPINE.
9:51:55AM IT ALLOWS THE CONNECTIONS TO OTHER GREENSPACES LIKE KORESHAN
9:52:00AM STATE PARK, ESTERO PARK, ALL OF THOSE GREENSPACES COULD BE
9:52:04AM CONNECTED BY THE BERT TRAIL.
9:52:05AM WITH THE BOOMER PROPERTY, AGAIN, ANOTHER HISTORIC SITE.
9:52:12AM BUT WHAT IF IT COULD BE AN OPPORTUNITY FOR A WEDDING OR

9:52:17AM EVENT VENUE.
9:52:18AM AMENITIES, PEOPLE EXPERIENCING THE SITE THROUGH CAMPING OR
9:52:21AM GLAMPING.
9:52:23AM SO YOU'D HAVE SOME OPPORTUNITIES FOR NATURE AND GETTING
9:52:26AM CLOSE, AGAIN, TO THE ESTERO RIVER AT THE SOUTH END.
9:52:30AM THEN THESE LITTLE POCKETS OF ACTIVITY BUT STILL VERY MUCH
9:52:33AM INTEGRATED INTO WHAT'S ALREADY THERE, PRESERVING AS MUCH OF
9:52:37AM THAT NATURE AS POSSIBLE.
9:52:39AM WITH TRAILSIDE DRIVE OR THE MAIN STREET DISTRICT, SO BEFORE
9:52:43AM U.S. 41 BECAME THE COMMERCIAL CORRIDOR IT IS, THERE WAS
9:52:47AM TRAILSIDE DRIVE.
9:52:48AM NOW THERE ARE A COUPLE OF BUSINESSES.
9:52:50AM SO TRYING TO REVAMP THAT, AGAIN, GIVING PEOPLE AN
9:52:53AM OPPORTUNITY TO PARK ONCE AND EXPERIENCE THE TRAILSIDE DRIVE
9:52:58AM MAIN STREET.
9:52:58AM SO THERE'S LIGHT RETAIL.
9:53:00AM A LITTLE BIT OF LIGHT RESIDENTIAL.
9:53:02AM AGAIN, CONNECTED BY THIS GREEN SPINE.
9:53:05AM SO THERE ARE POCKET PARKS.
9:53:07AM THERE'S CENTRAL GREENS TO GIVE PEOPLE A PLACE TO JUST ENJOY
9:53:11AM TIME.
9:53:11AM PARK ONCE AND ENJOY DIFFERENT AMENITIES.
9:53:14AM AND THAT'S THE END.
9:53:17AM IF YOU'D LIKE TO GO BACK TO ANY OF THE CONCEPTS, WE'RE HAPPY
9:53:20AM TO DISCUSS THEM.

9:53:21AM OR IF YOU HAVE ANY QUESTIONS, WE'RE HAPPY TO HEAR THEM.
9:53:24AM >>Mayor Ribble: WONDERFUL PRESENTATION.
9:53:25AM THANK YOU SO MUCH.
9:53:26AM COUNCIL, WE'LL TAKE YOUR QUESTIONS.
9:53:28AM START WITH JEFF.
9:53:31AM >>Jeff Hunt: THANK YOU, ANNIE AND PHILIP FOR THE
9:53:34AM PRESENTATION.
9:53:34AM THREE THINGS.

9:53:36AM I NOTICED YOU MENTIONED LIGHT HOMES OR SMALLER HOMES.
9:53:40AM IS THAT TYPICALLY PART OF WHAT YOU WOULD LOCATE NEXT TO OR
9:53:44AM THIS WAS AN ACCOMMODATION FOR SOME SPACE WE DON'T KNOW WHAT
9:53:49AM TO DO WITH?
9:53:50AM >> IT'S TWOFOLD.
9:53:51AM THERE'S ALSO THIS NOTION OF AGING IN PLACE.
9:53:56AM HOW DO YOU HAVE FOLKS THAT MIGHT WANT TO MOVE OUT OF THEIR
9:53:59AM SINGLE-FAMILY HOME, DOWNSIZE A LITTLE BIT, HAVE SPACE FOR
9:54:02AM EVERYBODY, BUT IT'S NOT THAT HUGE HOME.
9:54:04AM SO THIS IS WHAT THIS IS PROPOSING.
9:54:06AM SMALLER TOWNHOMES.
9:54:08AM MORE COTTAGE-SIZE LOTS.
9:54:10AM SMALLER, AND THEN WITH THAT SYNERGY OF THE VILLAGE CENTER,
9:54:14AM THOSE RETAIL AND ENTERTAINMENT COMPONENTS SHOULD BE AN
9:54:18AM ACTIVATED AREA, BECAUSE YOU HAVE PEOPLE THAT LIVE THERE.
9:54:22AM POP OUT OF YOUR FRONT DOOR, HEAD DOWN TO GRAB A COFFEE, GO
9:54:26AM DOWN TO THE ESTERO RIVER.

9:54:27AM IT'S MORE ABOUT A SYNERGY, BUT THERE'S PROBABLY A THOUSAND
9:54:30AM WAYS TO DRAW UP THE SITE, DEPENDING ON WHAT YOU ALL WOULD BE
9:54:33AM COMFORTABLE WITH.
9:54:35AM >>Jeff Hunt: I NOTICED CONNECTIVITY WAS A BIG THING, TRAILS
9:54:38AM AND BIKES.
9:54:39AM WHAT ABOUT THE RIVER?
9:54:39AM ANY COMMENTS FROM THE 1700 RESPONDENTS RELATED TO THE RIVER
9:54:43AM ITSELF?
9:54:44AM >> I THINK IT WAS MOSTLY ABOUT THEY HADN'T EVEN ACCESSED THE
9:54:47AM RIVER.
9:54:48AM SO MORE OPPORTUNITIES TO DO SO.
9:54:49AM ESTERO RIVER OUTFITTERS I THINK IS THE BIGGEST ONE WHERE YOU
9:54:53AM CAN LATERALLY GET ON A KAYAK AND HEAD UP AND DOWN.
9:54:57AM THE ESTERO RIVER IS PART OF A MUCH LARGER RIVER NETWORK.
9:55:00AM BEING ABLE TO CHAMPION THAT.
9:55:01AM HAVE WAYFINDING.
9:55:03AM HAVE THE ABILITIES TO CONNECT TO THAT.
9:55:04AM BUT I THINK THERE ARE PLENTY OF OPPORTUNITIES FOR PEOPLE TO
9:55:07AM DO SO.
9:55:07AM I THINK THIS IS JUST ONE ASPECT, JUST BEING ABLE TO HAVE
9:55:11AM THAT WATERFRONT EXPERIENCE, PLACES THAT YOU CAN COME DOWN TO
9:55:13AM THE RIVER, VIEW IT, JUST A START TO GET THAT GOING.
9:55:17AM >>Jeff Hunt: LASTLY, I NOTICED ON THE PROPERTIES, THE SPORTS
9:55:20AM PARK WAS PART OF I GUESS THE PROPERTY ITSELF.
9:55:23AM THE DISCUSSION OF BIKE PATHS AND CONNECTIVITY BETWEEN SPORTS

9:55:27AM PARK AND LET'S SAY THE ESTERO RIVER PARK, THAT'S PART OF THE
9:55:30AM RECOMMENDATIONS AS WELL?
9:55:32AM >> YES.
9:55:32AM SO WITH THE BERT TRAIL CORRIDOR, YOU CAN SEE THAT IT WOULD

9:55:36AM CONNECT NORTH TO SOUTH THROUGH THE STUDY AREA, INCLUDING
9:55:40AM ESTERO SPORTS PARK AND ALL THE WAY WEST TO KORESHAN.
9:55:43AM WHEN IT CROSSES U.S. 41, THERE WOULD HAVE TO BE A DISCUSSION
9:55:47AM OF WHAT THAT CROSSING LOOKS LIKE TO MAINTAIN THE
9:55:49AM CONNECTIVITY AND SAFETY FOR PEDESTRIANS AND BICYCLISTS, BUT
9:55:52AM THE ABILITY TO COME OFF OF THE BERT AND GO EAST-WEST WOULD
9:55:56AM DEFINITELY BE A DISCUSSION POINT.
9:55:57AM >>Jeff Hunt: [INAUDIBLE]
9:56:02AM >>Mayor Ribble: JON.
9:56:03AM >>Jon McLain: THANK YOU FOR THE PRESENTATION.
9:56:05AM ALSO, THE EXCELLENT WORK.
9:56:07AM THIS IS GOING TO SERVE AS A GREAT TEMPLATE FOR US TO LOOK AT
9:56:12AM EACH OF THE PROJECTS AND GET PUBLIC INPUT AND SUPPORT OF
9:56:15AM WHAT -- HOW WE ACTUALLY IMPLEMENT THIS IN HERE.
9:56:19AM I'D LOVE TO HAVE YOU BE ABLE TO -- BECAUSE BERT IS AN
9:56:24AM IMPORTANT PART OF THIS WHOLE PROJECT WITH THE
9:56:26AM INTERCONNECTIVITY.
9:56:28AM IF WE COULD GET THE VOTERS IN BONITA SPRINGS TO HEAR THIS
9:56:32AM PRESENTATION AND HOW IMPORTANT IT IS, ONE, TO ESTERO, BUT
9:56:35AM ALSO TO BONITA SPRINGS BECAUSE IT BRINGS THE COMMUNITIES
9:56:41AM TOGETHER AND THE LIKE.

9:56:42AM I'M VERY EXCITED ABOUT THAT AND HOPEFUL THAT THE VOTE GOES
9:56:46AM FAVORABLE FOR THE BERT.
9:56:48AM WHEN YOU LOOK AT THE NORTH SIDE OF THE RIVER, I KNOW THIS IS
9:56:54AM ONLY CONCEPTS, BUT HAVE YOU HAD EXPERIENCE -- I LOOKED AT
9:56:57AM THE GROCERY ANCHOR BACK THERE.
9:57:00AM ARE GROCERS, WOULD THEY WANT TO BE OFF THE VISION OF 41 IN
9:57:06AM THE BACK LIKE THAT?
9:57:07AM IS THAT SOMETHING THAT YOU HAVE SEEN ELSEWHERE THROUGHOUT
9:57:09AM THE COUNTRY?
9:57:10AM >> WE DO HAVE EXAMPLES.
9:57:12AM THEY ARE IN THE REPORT.
9:57:14AM WE DID SOME COMPARABLE COMMUNITY AND COMPARABLE RETAIL
9:57:20AM FACILITY COMPARISONS.
9:57:22AM SO WITH THAT, I MEAN, CERTAINLY POSSIBLE.
9:57:25AM THERE WAS ALSO AN RCLCO, A SUBCONSULTANT WE HAVE.
9:57:29AM THEY DID THE MARKET DEMAND ANALYSIS.
9:57:32AM AND IT DID SHOW SOME DEMAND FOR THESE TYPES OF RETAIL.
9:57:36AM AGAIN, IT'S NOT YOUR BIG BOXES.
9:57:38AM IT'S NOT YOUR CHAINS.
9:57:39AM IT'S MORE OF A CURATED GROCER.
9:57:42AM WHEN WE SAY ANCHOR GROCER, IT MIGHT NOT BE A PUBLIX.
9:57:46AM IT COULD BE SOMETHING A LITTLE CURATED, SMALLER.
9:57:48AM BUT THERE COULD BE DEMAND FOR THAT.
9:57:50AM AGAIN, IT'S JUST A BOX.
9:57:53AM YEAH, IT'S A CONCEPT.

9:57:54AM TRULY, IT WOULD REQUIRE FURTHER STUDY TO DETERMINE, OKAY,
9:57:56AM WHO ARE THE POTENTIAL PEOPLE YOU'D WANT THERE ANYWAY AND
9:58:01AM WHAT DOES THAT AGREEMENT LOOK LIKE?
9:58:02AM HOW DOES THE VILLAGE CONTROL THE LOOK AND FEEL OF THOSE
9:58:06AM VENDORS?
9:58:07AM I THINK THERE'S PLENTY OF DISCUSSION, BUT THE RCLCO STUDY I
9:58:11AM THINK BACKS A LOT OF THAT, DEPENDING ON THE HOUSING, RETAIL
9:58:17AM OFFERINGS, ET CETERA.
9:58:19AM >>Jon McLain: THE OTHER THING, OBVIOUSLY, THROUGH YOUR
9:58:21AM SURVEY AND THROUGH OUR OWN SURVEYS, WE UNDERSTAND THAT
9:58:24AM TRAFFIC IS THE MOST SIGNIFICANT ISSUE FACING THE VILLAGE OF
9:58:27AM ESTERO AND OUR PEOPLE THAT DRIVE IN ESTERO AND THROUGH
9:58:31AM ESTERO AND AROUND ESTERO.
9:58:34AM SO WE'VE GOT A LOT OF WORK TO DO WITH F.D.O.T. AND THE LIKE
9:58:38AM BECAUSE WE DON'T CONTROL 41 IN THERE.
9:58:41AM IT DOES TAKE TIME TO DO THAT.
9:58:44AM THAT IS A REAL LINCHPIN FOR US TO DO THIS.
9:58:47AM I'M LOOKING FORWARD TO STARTING THE PROCESS AND THINKING
9:58:50AM THROUGH IT AND THE WORK THAT YOU HAVE DONE IS GREAT.
9:58:53AM I'M OBVIOUSLY GOING TO ACCEPT THIS STUDY TODAY BECAUSE THE
9:58:56AM TIMING IS IMPORTANT FOR THAT.
9:58:59AM ARE YOU DONE AND GONE OR CAN WE LEAN ON YOU AS WE START TO
9:59:03AM THINK THROUGH THESE THINGS IN THE FUTURE?
9:59:06AM >> I'LL LEAVE THAT QUESTION TO MARY.
9:59:08AM WE'D LOVE TO CONTINUE TO STAY INVOLVED BEYOND THIS.

9:59:12AM I DON'T THINK THE PROCESS IS OVER.
9:59:14AM YOU ALL CAN ALWAYS LEAN ON US.
9:59:18AM FOR EVERYONE'S SAKE, TOO, MARY MENTIONED WE ARE GOING TO GO
9:59:21AM BACK AND REVISE THE REPORT, THE TEXT AND THE MAPS TO MAKE
9:59:24AM SURE WE'RE INCLUDING HAPPEHATCHEE.
9:59:26AM WE'RE NOT FULLY DONE.
9:59:28AM ALMOST DONE.
9:59:33AM >>Mary Gibbs: THEY ARE BASICALLY DONE WITH THE GRANT NOW.
9:59:34AM THAT'S COMPLETE.
9:59:35AM WE KNOW HOW TO FIND THEM IF THEY NEED THEM.
9:59:43AM >> I WANTED TO ADD REGARDING YOUR POINT FOR TRANSPORTATION,
9:59:47AM THERE WAS A QUESTION THAT CAME UP FROM ONE OF THE BOARD
9:59:49AM MEMBERS LAST NIGHT BECAUSE IN THE STUDY WE DO OFFER
9:59:51AM RECOMMENDATIONS ON FUNDING MECHANISMS FOR CERTAIN PROJECTS
9:59:54AM AND HOW YOU COULD GO ABOUT IT.
9:59:56AM WITH THE LEE COUNTY MPO AND I'M A FORMER MPO EMPLOYEE FROM
10:00:00AM SOUTH FLORIDA, BUT WITH GRANT PROGRAMS, THEY OFFER BUCKETS
10:00:05AM FOR TRANSIT IMPROVEMENTS, FOR PEDESTRIAN AND BICYCLE
10:00:08AM IMPROVEMENTS AND FOR VEHICULAR IMPROVEMENTS.
10:00:10AM SO WITH THE SUPPORT OF A STUDY LIKE THIS, YOU COULD GO TO
10:00:14AM LEE COUNTY MPO AND ASK FOR FUNDING.
10:00:17AM ONE WAY TO ADDRESS THE PINCH POINTS AND CONFLICT POINTS AND

10:00:20AM START TO MAKE THE SYSTEM RUN A LITTLE SMOOTHER.
10:00:22AM CAN'T GET RID OF ALL TRAFFIC, BUT HOPEFULLY WE CAN ALLEVIATE
10:00:26AM SOME.

10:00:27AM >>Jon McLain: THANK YOU.
10:00:27AM >>Mayor Ribble: ANY OTHER QUESTIONS?
10:00:37AM >>Vice-Mayor Zalucki: THANK YOU FOR YOUR PRESENTATION.
10:00:38AM ONE THING I TOOK OUT OF THIS, WE ARE REALLY ALREADY ENGAGED
10:00:41AM IN A LOT OF CATALYST PROJECTS THAT YOU IDENTIFY HERE, WHICH
10:00:44AM MAKES ME FEEL REALLY GOOD THAT WE HAVE A GREAT HEAD START.
10:00:47AM ONE QUESTION I DO HAVE AS FAR AS THE COMPONENTS OF YOUR
10:00:50AM SUMMARY, THE TRAILSIDE DRIVE CONCEPT, CAN YOU JUST TALK A
10:00:55AM LITTLE BIT MORE ABOUT THAT.
10:00:56AM I WASN'T AWARE OF THAT AS A COMPONENT THAT WE HAD INFLUENCE
10:00:59AM ON, BUT IF YOU COULD JUST KIND OF GO THROUGH THAT A LITTLE
10:01:02AM BIT MORE, I'D APPRECIATE IT.
10:01:04AM THANK YOU.
10:01:06AM >> IT WAS IDENTIFIED AS AN OPPORTUNITY BECAUSE PRIOR TO U.S.
10:01:09AM 41 BECOMING THE COMMERCIAL CORRIDOR IT WAS, IT WAS REALLY
10:01:12AM TRAILSIDE DRIVE.
10:01:13AM HOW DO YOU REVITALIZE THAT AS ANOTHER -- BUT MORE OF A MAIN
10:01:18AM STREET DISTRICT.
10:01:18AM BECAUSE, OF COURSE, U.S. 41, YOU HAVE THE HIGHEST TRAFFIC
10:01:22AM VOLUMES, A LOT OF STUFF, BUT HOW YOU CURATE MORE OF A MAIN
10:01:26AM STREET ENVIRONMENT ON TRAILSIDE DRIVE.
10:01:30AM IT'S LIKE PAYING HOMAGE TO WHAT IT WAS BEFORE AND
10:01:33AM REVITALIZING IT.
10:01:41AM >>Mayor Ribble: AT THIS TIME, MADAM CLERK, DO WE HAVE ANY
10:01:43AM PUBLIC COMMENT?

10:01:44AM >>Carol Sacco: YES, MAYOR, WE DO.
10:01:45AM THE FIRST IS DR. NORA DEMERS, REPRESENTING RGMC.
10:02:05AM >>Mayor Ribble: COUNCIL, DR. DEMERS WANTED TO SPEAK ON TWO
10:02:05AM ITEMS ON 6A.
10:02:05AM WITH YOUR PERMISSION, CAN WE GIVE HER FIVE MINUTES TO SPEAK
10:02:09AM TO BOTH?
10:02:11AM >> NORA DEMERS.
10:02:14AM I'M A BIOLOGIST.
10:02:15AM I'VE BEEN IN SOUTHWEST FLORIDA FOR 30 YEARS.
10:02:17AM I SPOKE LAST NIGHT AT THE PZDB BOARD.
10:02:21AM I'M ACTUALLY KIND OF BEWILDERED BECAUSE IT WAS MY
10:02:23AM UNDERSTANDING WHAT I HEARD THE DIRECTION FOR THAT BOARD TO
10:02:28AM PROVIDE FOR YOUR STAFF AND THE CONSULTANTS WAS TO CLEARLY
10:02:33AM DELINEATE THE BOUNDARIES OF HAPPEHATCHEE WITHIN THE IMAGES
10:02:41AM AND WITHIN THE TEXT.
10:02:42AM I WENT HOME INCREDIBLY HAPPY THAT MY APPEAL WAS HEARD AND
10:02:50AM THAT HAPPEHATCHEE WOULD BE ABLE TO BE PROTECTED ACCORDING TO
10:02:57AM THE CRITERIA IN THE MEMORANDUM OF AGREEMENT THAT EXPLICITLY

10:03:02AM STATES WHAT IS NEEDED TO MEET THAT AGREEMENT AND PREVENT
10:03:08AM LITIGATION.
10:03:08AM THAT WAS SOMETHING I DIDN'T INTEND TO SAY.
10:03:11AM I'M SORRY I HAD TO AND IT TOOK SOME OF MY TIME.
10:03:14AM OH, MY GOSH.
10:03:15AM A WHOLE MINUTE.
10:03:16AM I WILL TRY TO MAKE THIS QUICK.

10:03:18AM AND IT WAS A LATE NIGHT AND I WON'T MAKE EXCUSES.
10:03:26AM THE RESPONSIBLE GROWTH MANAGEMENT COALITION WAS FOUNDED IN
10:03:31AM 1988 TO PROMOTE RESPONSIBLE GROWTH MANAGEMENT IN SOUTHWEST
10:03:36AM FLORIDA THROUGH INFORMED CITIZEN PARTICIPATION AND ADHERENCE
10:03:40AM TO THE PRINCIPLES EMBODIED IN FLORIDA STATUTE AND THE
10:03:44AM FLORIDA ADMINISTRATIVE CODE.
10:03:45AM FOR MORE THAN FOUR DECADES, RGMC MEMBERS HAVE REVIEWED
10:03:49AM COMPREHENSIVE PLAN AMENDMENTS, DEVELOPMENT PROPOSALS, ZONING
10:03:52AM ACTIONS AND REGIONAL PLANNING INITIATIVES AFFECTING LEE
10:03:55AM COUNTY AND SOUTHWEST FLORIDA.
10:03:57AM THROUGHOUT THAT TIME, WE'VE CONSISTENTLY SUPPORTED PROPOSALS
10:04:02AM THAT ENHANCE ENVIRONMENTAL SUSTAINABILITY, PROTECT COMMUNITY
10:04:06AM CHARACTER, AND IMPROVE QUALITY OF LIFE.
10:04:08AM CONVERSELY, WE HAVE OPPOSED PROPOSALS THAT UNDERMINE SOUND
10:04:13AM GROWTH MANAGEMENT PRINCIPLES OR PLACE SHORT-TERM DEVELOPMENT
10:04:15AM INTERESTS ABOVE THE LONG-TERM INTERESTS OF THE COMMUNITY.
10:04:18AM IF HAPPEHATCHEE IS TO BECOME THE JEWEL IN THE CROWN, AS MR.
10:04:23AM WALLACE SAID LAST NIGHT AT THE PZDB MEETING, THEN THE LAND
10:04:28AM NORTH OF THE RIVER IS THE CROWN ITSELF.
10:04:29AM IT IS IN THIS SPIRIT THAT WE WRITE TO MAKE THREE
10:04:33AM RECOMMENDATIONS AND TO URGE YOU TO REJECT, RATHER THAN ADOPT
10:04:36AM THE STUDY BEFORE YOU TODAY.
10:04:37AM POSTPONE ANY DECISIONS.
10:04:41AM RECOMMENDATION ONE, DIRECT THE CONSULTANTS TO PREPARE A
10:04:44AM REVISED SCENARIO THAT REFLECTS PUBLIC INPUT AND COMMUNITY

10:04:49AM VALUES.
10:04:50AM CHARRETTES.
10:04:51AM SEND THE CONSULTANTS BACK TO THE DRAWING BOARD TO PREPARE AT
10:04:54AM LEAST ONE SCENARIO THAT EMBRACES THE FEEDBACK RECEIVED FROM
10:04:59AM THE MORE THAN 1,000 CITIZENS WHO RESPONDED TO THE SURVEY AND
10:05:03AM REFLECT THE VALUES REPEATEDLY EXPRESSED BY THE COMMUNITY.
10:05:06AM HISTORIC PRESERVATION, ENVIRONMENTAL STEWARDSHIP,
10:05:08AM RESILIENCE, WALKABILITY, CULTURE, AND COMMUNITY GATHERING
10:05:11AM SPACES.
10:05:13AM SPECIFICALLY WE RECOMMEND THE REVISED PLAN ENVISION THE
10:05:16AM FOLLOWING: ARTICULATE IN WORDS AND IMAGES THE WALKING
10:05:18AM CONNECTIONS BETWEEN KORESHAN STATE HISTORIC SITE AND THE
10:05:21AM OTHER RESOURCES.
10:05:23AM EXPANDING THE TRAILS IN THE COLLEGE OF LIFE AREA WITH

10:05:28AM INTERPRETIVE SIGNS THAT TELL UNIQUE STORIES OF ESTERO
10:05:31AM THROUGHOUT THE 18th, 19th, 20th CENTURY.
10:05:34AM MR. SARKOZY EXPLICITLY SPOKE TO ME ABOUT THAT WHEN I MET
10:05:38AM WITH HIM LAST WEEK, YET THERE'S NO EVIDENCE OF IT IN WHAT'S
10:05:44AM BEFORE YOU.
10:05:44AM ENSURE THE HAPPEHATCHEE CENTER IS FOREVER PROTECTED AND
10:05:47AM RECOGNIZE THE PARK AS THE HEART IN ESTERO.
10:05:50AM EMPHASIZE CULTURAL OPPORTUNITIES AND VENUES RATHER THAN
10:05:53AM PARKING LOTS AND RESIDENTIAL DEVELOPMENT THAT IS NEITHER
10:05:55AM AFFORDABLE NOR DESIGNED FOR SENIORS.
10:06:00AM I SUGGEST MAKING THE ENTIRE 67 ACRES VEHICLE RESTRICTED AS

10:06:08AM MUCH AS POSSIBLE.
10:06:10AM YOU CAN HAVE WALKING COMMUNITIES.
10:06:11AM YOU CAN HAVE TRUE URBANISM WHICH IS BUSINESSES ON THE FIRST
10:06:17AM FLOOR AND RESIDENTIAL ABOVE IT.
10:06:19AM NOT PEOPLE HAVING TO PARK AND THEN GO WALK AROUND.
10:06:24AM ENCOURAGE SMALL COFFEE SHOPS AND GIFT SHOPS OWNED AND
10:06:27AM MANAGED BY LOCAL BUSINESSES.
10:06:28AM REMOVE THE THREE PROPOSED VILLAGE CENTERS, INCLUDING THE ONE
10:06:32AM IN THE FAR NORTHERN REACHES OF YOUR MUNICIPALITY AND INSTEAD
10:06:36AM FOCUS ON MODIFICATIONS THAT CAN BE MADE WITHIN EXISTING
10:06:39AM RESIDENTIAL AND COMMERCIAL AREAS OF THE VILLAGE, INCLUDING
10:06:42AM COCONUT POINT, MIROMAR MALL AND OTHER EXISTING ACTIVITY
10:06:45AM CENTERS.
10:06:46AM SPEAKING FOR MYSELF, I ALWAYS THOUGHT THAT CORKSCREW ROAD
10:06:49AM WAS THE MAIN PART OF ESTERO.
10:06:54AM REEVALUATE THE PROPOSED DEVELOPMENT CONCEPTS TO ENSURE THEY
10:07:01AM GENUINELY REFLECT THE PRIORITIES IDENTIFIED THROUGH PUBLIC
10:07:04AM ENGAGEMENT.
10:07:04AM CONDUCT ADDITIONAL PUBLIC WORKSHOPS DURING PEAK SEASON WHEN
10:07:07AM A LARGER CROSS-SECTION OF RESIDENTS CAN PARTICIPATE.
10:07:10AM ACTUAL CHARRETTES, WHERE THEY TELL YOU WHAT THEY WANT.
10:07:13AM INCORPORATE AND HIGHLIGHT KEY HISTORICAL AND CULTURAL ASSETS
10:07:16AM INCLUDING HAPPEHATCHEE, THE MY -- AND HISTORICAL RESOURCES
10:07:20AM ASSOCIATED WITH THE ESTERO RIVER PARK.
10:07:22AM EXPAND THE EMPHASIS ON MARKS, CIVIC SPACES, CULTURAL

10:07:26AM FACILITIES, WATERFRONTS AND PUBLIC GATHERING, MEANINGFUL
10:07:29AM CONVERSATIONS, DEMAND EFFECTIVE PUBLIC TRANSPORTATION IN
10:07:32AM PARTNERSHIP WITH LEE TRAN AND ALL OF THESE DEVELOPMENTS THAT
10:07:37AM REQUIRE SHUTTLES FOR MY FGCU STUDENTS.
10:07:41AM PUT IT ALL TOGETHER SO YOU HAVE AN EFFICIENT SYSTEM THAT
10:07:44AM RUNS OFTEN ENOUGH SO THAT PEOPLE -- YOU SAID TWO.
10:07:47AM YOU SAID FIVE.
10:07:48AM RECOMMENDATIONS --
10:07:50AM >>Mayor Ribble: THAT WAS THE FIVE.
10:07:52AM >> OKAY, PERMANENTLY PROTECT THE ENTIRE RECOMMENDATION

10:07:54AM THREE, PUT IN YOUR CIP FUNDING TO GET THE DEAD BAMBOO AND
10:08:01AM THE OTHER STUFF OFF YOUR LOT SO THAT PEOPLE CAN USE THAT
10:08:05AM SOUTH END OF THE PARK WITHOUT BEING HURT.
10:08:09AM >> THANK YOU.
10:08:10AM >>Mayor Ribble: DO WE HAVE ANYONE ELSE?
10:08:12AM >>Carol Sacco: NEXT IS PATTI WHITEHEAD, REPRESENTING
10:08:15AM HERSELF.
10:08:18AM >> GOOD MORNING, COUNCIL.
10:08:19AM THANK YOU FOR THIS OPPORTUNITY TO SPEAK.
10:08:22AM I'M REALLY BEWILDERED BY THIS PLAN PRESENTED BY THE
10:08:25AM CONSULTANTS.
10:08:27AM FOR ONE THING, THE SURVEY THAT WAS CONDUCTED EARLIER IN THE
10:08:30AM YEAR, BACK IN JANUARY NEVER EXPLICITLY SAID WHAT WOULD YOU
10:08:34AM LIKE TO SEE HAPPEN TO THE 67 PUBLICLY OWNED ACRES.
10:08:38AM THIS IS YOUR LAND.

10:08:39AM THIS IS NOT OUR LAND.
10:08:40AM THIS IS NOT THE COUNCIL'S LAND OR ESTERO STAFF'S GOVERNMENT
10:08:45AM LAND.
10:08:45AM THIS IS PUBLIC LAND.
10:08:47AM CITIZENS' LAND.
10:08:49AM THAT QUESTION WAS NEVER EXPLICITLY STATED.
10:08:51AM HOW ARE THEY TO UNDERSTAND THAT THIS IS WHAT THEY ARE
10:08:55AM REQUIRED TO ACCEPT NOW?
10:08:56AM THIS DOESN'T MAKE ANY SENSE.
10:08:59AM YOU CAN TALK ABOUT SOMETHING COTTAGEY.
10:09:03AM YOU CAN TALK ABOUT SOMETHING WALKABLE.
10:09:05AM BUT IT STILL REQUIRES LAND CONVERSION.
10:09:09AM IT STILL REQUIRES GOING IN WITH BULLDOZERS, RIPPING OUT OLD
10:09:13AM GROWTH TREES THAT EXIST ON THOSE 67 ACRES.
10:09:14AM NOT PRESERVING THOSE TREES, RIPPING THEM OUT.
10:09:16AM DOING WHOLESALE LOT CLEARING, BRINGING IN FILL AND CHANGING
10:09:21AM THE TOPOGRAPHY WHERE YOU ARE BASICALLY FORCING WATER OFF THE
10:09:24AM LAND ONTO NEIGHBORS' LAND.
10:09:25AM YOU HAVE PEOPLE LIVING ALL ALONG SANDY LANE THERE THAT HAVE
10:09:28AM THE ORIGINAL TOPOGRAPHY, LIKE I HAVE THE ORIGINAL
10:09:31AM TOPOGRAPHY.
10:09:31AM I BUILT MY HOUSE ON A STEM WALL.
10:09:34AM I DIDN'T WANT TO BRING FILL IN.
10:09:36AM I DIDN'T WANT TO CHANGE THE ECOSYSTEM ON MY LOT, ON MY ONE
10:09:39AM ACRE.

10:09:41AM YOU'RE GOING TO DISPLACE ALL THAT WATER ONTO THEIR PROPERTY.
10:09:44AM YOU CAN SAY AS MUCH AS YOU WANT ABOUT, WELL, WE'RE GOING TO
10:09:46AM HAVE ALTERED DRAINAGE PATTERNS.
10:09:49AM YOU NEED LOTS OF LAND FOR ALTERED DRAINAGE PATTERNS.
10:09:51AM YOU NEED TRACTS, HALF-ACRE TRACTS FOR RETENTION BASINS.
10:09:56AM NONE OF THAT WAS TAKEN INTO CONSIDERATION IN THIS PLAN.

10:09:59AM I REMEMBER WHEN BILL SPIKOWSKI THOUGHT OF IDEAS LIKE THIS,
10:10:04AM FOR INSTANCE, FOR THE PIECE MR. WALLACE DID AT THE SOUTHEAST
10:10:08AM CORNER OF 41 AND CORKSCREW.
10:10:13AM THERE WAS A LOT OF NAYSAYING, THERE'S NO RETENTION BASINS.
10:10:16AM YOU'RE LOOKING AT NEW URBANISM BUT IT DOESN'T REALLY WORK
10:10:20AM HERE IN FLORIDA BECAUSE WE DISPLACED WATER.
10:10:23AM DESTROYED WETLANDS AND DISPLACED WATER.
10:10:25AM YOU'RE SHOWING, THE FIRST PAGE OF THE EXECUTIVE SUMMARY,
10:10:28AM TRAIL ORIENTED DEVELOPMENT ALONG BERT.
10:10:30AM YOU'RE SHOWING THAT EAST OF BERT, BEHIND THE PEOPLE THAT
10:10:33AM LIVE ON SANDY LANE.
10:10:37AM WHAT IS THE ACCESS POINT FOR THAT?
10:10:38AM NEED TRUCKS GOING IN AND OUT MAKING DELIVERIES AND EMPLOYEES
10:10:43AM ARE SHOWING UP FOR WORK WITH THEIR CARS.
10:10:45AM WHERE DO THEY PARK?
10:10:46AM YOU ALREADY JUST ADULTERATED THE WHOLE INTENT OF PRESERVING
10:10:54AM THE LAND.
10:10:55AM IT DOESN'T SEEM TO MAKE SENSE.
10:10:57AM YOU PUT IN A PARKING LOT THAT COST HUNDREDS OF THOUSANDS OF

10:11:04AM DOLLARS.
10:11:04AM ON THE CONSULTANT'S PLAN, IT'S BASICALLY A PLACEHOLDER FOR
10:11:08AM DEVELOPMENT.
10:11:08AM A BEAUTIFUL BRIDGE, PROBABLY AN OVERCOMPENSATION FOR
10:11:11AM PEDESTRIANS.
10:11:12AM YOU DIDN'T PUT ANY SEATING ALONG THE BRIDGE.
10:11:14AM PEOPLE ARE SAYING WE WANT ACCESS TO THE RIVER.
10:11:17AM WE WANT AN EXPERIENCE BY THE RIVER, YOU PUT NO SEATING ON
10:11:21AM THE BRIDGE.
10:11:22AM A LOT OF THIS NEEDS TO BE RETHOUGHT AND NOT APPROVED TODAY.
10:11:27AM YOU SHOULD VOTE FOR CONTINUANCE.
10:11:28AM >>Carol Sacco: ONE MORE.
10:11:29AM CATHERINE BACKOS, REPRESENTING HERSELF.
10:11:37AM >> COUNCIL MEMBERS, THANK YOU FOR THIS AUDIENCE.
10:11:41AM I'VE LIVED IN THIS AREA FOR OVER 30 YEARS.
10:11:46AM I'VE SEEN, THE FIRST TIME I CAME DOWN IN '92, THERE WAS
10:11:51AM NAPLES AND FORT MYERS.
10:11:53AM AND NOTHING IN BETWEEN.
10:11:54AM I SAID JUST WAIT AND SEE.
10:11:55AM AND NOW WE HAVE THE OPPORTUNITY WITH ALL THIS GROWTH AND
10:11:58AM WHEN WE LOOK AT THESE STUDIES AND I'VE DONE THIS BECAUSE
10:12:02AM I'VE BEEN IN THE REAL ESTATE INDUSTRY FOR LONGER THAN I CARE
10:12:04AM TO THINK ABOUT, SAY 55 YEARS.
10:12:06AM YOU NEED TO HAVE A GOOGLE PHOTOGRAPH OF THE ENTIRE AREA,
10:12:12AM WHERE THESE PARKLANDS SITUATE.

10:12:15AM BECAUSE NOW, IF WE LOOK AT THE AMOUNT OF DEVELOPMENT THAT'S
10:12:18AM GOING ON SANDY LANE, ON VIA COCONUT, AND WE LOOK AT THE

10:12:24AM COMMERCIAL DEVELOPMENT THAT'S HAPPENED ALONG ESTERO PARKWAY,
10:12:29AM WE NEED TO PRESERVE THE NORTH SIDE OF THE RIVER AS PART OF
10:12:33AM THE OPEN SPACE PARK AREA.
10:12:36AM AND YOU'VE ALREADY PUT IN A PARKING LOT.
10:12:37AM YOU ALREADY PUT A RETENTION BASIN.
10:12:40AM YOU HAVE A RESTROOM FACILITY OVER THERE.
10:12:42AM OPEN UP THE BRIDGE.
10:12:44AM LET PEOPLE START USING THAT AREA AND GETTING A FEEL FOR THE
10:12:46AM NATURE OF IT SO THEY CAN WALK TO THE OTHER SIDE.
10:12:50AM THEY CAN START TO SEE IT.
10:12:52AM WE NEED TO PRESERVE THE NORTH SIDE AS GREENSPACE AS PART OF
10:12:54AM THE OVERALL PARK.
10:12:56AM THANK YOU.
10:12:57AM >>Mayor Ribble: THANK YOU.
10:12:57AM >>Carol Sacco: THAT'S IT, MAYOR.
10:12:59AM FOR THE RECORD, NO E-COMMENTS.
10:13:01AM >>Mayor Ribble: ALL RIGHT.
10:13:02AM ANY OTHER FURTHER QUESTIONS FROM THE COUNCIL?
10:13:04AM IN THAT CASE, IS THERE A MOTION TO ACCEPT THIS PLAN?
10:13:07AM COUNCILMAN McLAIN.
10:13:11AM IS THERE A SECOND?
10:13:14AM COUNCILMAN LOPEZ.
10:13:16AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL.

10:13:18AM >>Jeff Hunt: AYE.
10:13:19AM >>Jon McLain: AYE.
10:13:21AM >>Lori Fayhee: AYE.
10:13:22AM >>Rafael Lopez: AYE.
10:13:24AM >>Vice-Mayor Zalucki: AYE.
10:13:25AM >>Mayor Ribble: AYE.
10:13:26AM THANK YOU.
10:13:27AM ON TO ITEM 6B, RESOLUTION NUMBER 2026-05, SANDY LANE
10:13:36AM BIKE/PEDESTRIAN IMPROVEMENTS STATE FUNDING TERMINATION.
10:13:41AM MADAM CLERK, WILL YOU PLEASE READ THE RESOLUTION?
10:13:47AM >>Carol Sacco: RESOLUTION 2026-05, A RESOLUTION OF THE
10:13:50AM VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING
10:13:53AM TERMINATION OF GRANT AGREEMENT, MAKING RELATED FINDINGS,
10:13:56AM PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.
10:14:01AM >>Mayor Ribble: THANK YOU.
10:14:01AM STEVE, WOULD YOU INTRODUCE THIS, PLEASE?
10:14:03AM >>Steven Sarkozy: THANK YOU, MAYOR, AND MEMBERS OF COUNCIL.
10:14:05AM THE GRANT HERE ON SANDY LANE IS FOR $450,000 FROM THE STATE.
10:14:11AM IT'S PART OF A PROJECT THAT'S BEEN IDENTIFIED BY THE COUNCIL
10:14:15AM AS WELL IN EXCESS OF $6 MILLION.
10:14:19AM SO THIS GRANT IS HELPFUL TOWARDS THAT PURPOSE, BUT IT WASN'T
10:14:23AM REALLY ENOUGH TO MOVE THE NEEDLE IN TERMS OF ACCOMPLISHING
10:14:28AM SOMETHING THAT'S IN OUR CAPITAL IMPROVEMENT PLAN.
10:14:30AM YOU'RE AWARE THAT THE CAPITAL IMPROVEMENT PLAN IS A

10:14:33AM CONSTRAINED, BUDGET-RESTRICTED PLAN WITH MANY, MANY

10:14:40AM PROJECTS.
10:14:42AM WE SIMPLY WERE NOT ABLE TO ALLOCATE THE BALANCE OF THE FUNDS
10:14:47AM FOR THIS PROJECT.
10:14:49AM AND IT DIDN'T RISE TO THAT PRIORITY IN OUR DISCUSSIONS ABOUT
10:14:55AM THE PRIORITIES WITHIN THE CAPITAL PLAN.
10:14:57AM WE'RE UNDER A TIGHT DEADLINE WITH THE STATE TO ACCOMPLISH
10:15:02AM THESE THINGS.
10:15:02AM THE BEST WAY FOR US TO RETAIN THAT RELATIONSHIP WITH THE
10:15:07AM STATE IS TO ACKNOWLEDGE THAT WE'RE NOT ABLE TO GET THIS DONE
10:15:11AM UNDER THE TIMELINES THAT THEY'VE IMPOSED.
10:15:14AM SO WE'RE PROPOSING TO TERMINATE THIS AGREEMENT.
10:15:16AM WE COULD COME BACK AT SOME LATER DATE AND GO THROUGH THAT
10:15:19AM FUNDING REQUEST WHEN MORE MONEY IS AVAILABLE IN OUR PLAN AS
10:15:22AM WELL AS WITHIN THE STATE.
10:15:24AM >>Mayor Ribble: THANK YOU.
10:15:24AM ANY QUESTIONS?
10:15:25AM IS THERE --
10:15:28AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENT.
10:15:30AM >>Mayor Ribble: THANK YOU.
10:15:31AM IN THAT CASE, MAY I HAVE A MOTION?
10:15:32AM COUNCILMAN HUNT AND SECONDED BY COUNCILWOMAN FAYHEE.
10:15:38AM WOULD YOU PLEASE CALL THE ROLL?
10:15:42AM >>Rafael Lopez: YES.
10:15:44AM >>Lori Fayhee: AYE.
10:15:47AM >>Jon McLain: AYE.

10:15:48AM >>Jeff Hunt: AYE.
10:15:50AM >>Vice-Mayor Zalucki: AYE.
10:15:51AM >>Mayor Ribble: AYE.
10:15:51AM THE NEXT ITEM ON THE AGENDA 6C, VILLAGE SECURITY SYSTEM
10:15:56AM REQUEST FOR PROPOSAL, RFP 10226.
10:16:00AM STEVE, WOULD YOU INTRODUCE THIS, PLEASE?
10:16:03AM >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:16:05AM AS WE'RE GETTING INTO GREATER OPERATIONS OUT IN THE
10:16:09AM COMMUNITY FOR RECREATIONAL ACTIVITIES AS WELL AS PUBLIC
10:16:13AM BUILDINGS, WE HAVE A NEED TO INCREASE THE SECURITY THAT WE
10:16:18AM HAVE ON SOME OF THESE FACILITIES, PRIMARILY IN THE SPORTS
10:16:22AM PARK BUT NOW ALSO AT THE ESTERO RIVER PARK WHERE WE HAVE
10:16:27AM FACILITIES THAT, WHILE THEY ARE NOT OPEN IN THE EVENING,
10:16:32AM CERTAINLY THEY NEED SECURITY SO THEY ARE NOT VANDALIZED OR
10:16:39AM OTHER ACTIVITY THAT IS NOT CONDONED.
10:16:43AM WHAT WE DID IS WENT OUT WITH A PROPOSAL HERE FOR A SECURITY
10:16:49AM SYSTEM THAT COULD BE SCALED TO ADD IN ADDITIONAL ACTIVITIES,
10:16:57AM SOME CAMERAS, SOME TELEMETRY THAT WOULD ALLOW US TO CONTROL
10:17:03AM THE USE OF BUILDINGS AS WELL AS OTHER ADVANCED TECHNOLOGIES
10:17:09AM THAT COULD HELP US JUST PROVIDE OVERALL SECURITY.

10:17:13AM WHAT CAME BACK WERE SEVERAL PROPOSALS AND THE STAFF TEAM
10:17:18AM THAT EVALUATED THE PROPOSAL IS SUGGESTING MOCK ENGINEERING.
10:17:23AM MOCK DOES THESE TYPE OF THINGS FOR LARGE SCALE RESIDENTIAL
10:17:29AM AND CORPORATE USERS.
10:17:32AM WHAT'S PROPOSED HERE IS TO AUTHORIZE THE STAFF TO NEGOTIATE

10:17:37AM A CONTRACT THAT WOULD BE BROUGHT BACK TO THE COUNCIL FOR A
10:17:41AM GREATER DESCRIPTION OF THE SERVICES AS WELL AS A PRICE.
10:17:43AM >>Mayor Ribble: THANK YOU, STEVE.
10:17:44AM QUESTIONS, COUNCIL?
10:17:45AM HEARING NONE, IS THERE ANY PUBLIC COMMENT?
10:17:49AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
10:17:51AM >>Mayor Ribble: ALL RIGHT.
10:17:52AM MAY I HAVE A MOTION?
10:17:54AM THANK YOU, COUNCILMAN LOPEZ.
10:17:57AM AND A SECOND, COUNCILMAN McLAIN.
10:17:59AM PLEASE CALL THE ROLL.
10:18:01AM >>Jeff Hunt: AYE.
10:18:03AM >>Jon McLain: AYE.
10:18:05AM >>Lori Fayhee: AYE.
10:18:06AM >>Rafael Lopez: AYE.
10:18:07AM >>Vice-Mayor Zalucki: AYE.
10:18:08AM >>Mayor Ribble: AYE.
10:18:09AM NEXT ON THE AGENDA IS ITEM 6D, RESOLUTION 2026-08, FEMA HMGP
10:18:20AM GRANT.
10:18:21AM MADAM CLERK, WILL YOU PLEASE READ THE RESOLUTION?
10:18:23AM >>Carol Sacco: RESOLUTION NUMBER 2026-08, A RESOLUTION OF
10:18:26AM THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA,
10:18:29AM APPROVING EXECUTION OF A GRANT AGREEMENT WITH FDEM FOR
10:18:33AM DESIGN OF THE REGIONAL STORMWATER FACILITY; MAKING RELATED
10:18:37AM FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE

10:18:41AM DATE.
10:18:41AM >>Mayor Ribble: THANK YOU.
10:18:42AM STEVE, WOULD YOU INTRODUCE THIS?
10:18:43AM >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:18:47AM THE NEXT TWO ITEMS ARE IN THE SAME CATEGORY, AND THEY RELATE
10:18:50AM TO FEDERAL FEMA FUNDING AND IN THE CASE OF BOTH OF THESE
10:18:57AM COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY GRANTS
10:19:00AM THAT ARE COMING OUR WAY.
10:19:02AM THESE ARE TWO REALLY BIG NEWS PIECES.
10:19:09AM I JUST WANT TO UNDERSCORE BEFORE WE GET INTO DISCUSSION OF
10:19:13AM EITHER OF THEM THAT THE STAFF WORK HERE HAS BEEN REALLY
10:19:17AM TREMENDOUS, LED BY DAVID WILLEMS, WHO IS NOT ABLE TO BE HERE
10:19:20AM TODAY, AND ALSO MR. WILEY.
10:19:30AM ROBERT AND DAVID HAVE REALLY DONE A GREAT JOB PULLING THESE
10:19:33AM GRANTS TOGETHER FOR THE BENEFIT OF THE COMMUNITY.
10:19:35AM THIS FIRST ONE IS A FEDERAL FLOOD MITIGATION GRANT THROUGH

10:19:42AM FEMA THAT PROVIDES 75% OF THE TOTAL COST OF CREATING A
10:19:48AM STORMWATER FACILITY THAT WILL PROTECT THIS ENTIRE AREA FROM
10:19:54AM FLOODING THAT WE SAW DURING HURRICANE IRMA.
10:19:59AM THE GRANT IS DIVIDED UP INTO TWO COMPONENTS.
10:20:01AM THE FIRST IS FOR THE ENGINEERING AND THE TOTAL OF JUST OVER
10:20:06AM $300,000, AND THE FINAL CONSTRUCTION PHASE IS $15,250,000.
10:20:14AM IN BOTH CASES, THE FEDERAL FEMA GRANT PROVIDES 75% OF THE
10:20:19AM FUNDING FOR THESE PROJECTS IN THE COMMUNITY DEVELOPMENT
10:20:26AM BLOCK GRANT DISASTER RECOVERY GRANT PROVIDES THE FULL 25%

10:20:30AM MATCH.
10:20:30AM SO THERE'S REALLY NO OUT OF POCKET COST TO THE VILLAGE.
10:20:34AM IN THIS CASE, THE FIRST CASE HERE BEFORE YOU, THE STORMWATER
10:20:40AM POND WILL BE RIGHT ADJACENT TO THE POST OFFICE ON THREE OAKS
10:20:46AM PARKWAY.
10:20:46AM AND THIS IS THE AREA THAT SAW SIGNIFICANT FLOODING DURING
10:20:51AM HURRICANE IRMA, DURING THAT HURRICANE, THE FLOOD PROFILE OF
10:20:59AM SHEET FLOODING COMING FROM THE EAST MOVING WEST.
10:21:01AM WE HAD COUNTRY CREEK, ROOKERY, BELLAGIO, COPPER OAKS, AND
10:21:10AM ALL OF THOSE AREAS GOT SOME FLOODING, AND THIS WOULD
10:21:13AM PRECLUDE THAT IN THE FUTURE.
10:21:14AM SO THIS IS A REALLY GOOD-NEWS PIECE.
10:21:17AM AGAIN, PARTICULAR COMMENDATIONS TO DAVID WILLEMS AND ROBERT
10:21:22AM WILEY.
10:21:23AM YOUR ACTION TODAY WOULD AUTHORIZE THE FIRST STEP IN THE
10:21:27AM PROCESS, WHICH IS THE ENGINEERING.
10:21:29AM IF THE INITIAL ENGINEERING VALIDATES THE VALUE OF THE
10:21:33AM STORMWATER POND, THEN THE SECOND PHASE BECOMES AUTOMATICALLY
10:21:37AM APPROVED FOR CONSTRUCTION.
10:21:41AM >>Mayor Ribble: THANK YOU.
10:21:42AM WE ECHO THE THANKS TO ROBERT AND DAVID.
10:21:45AM WE KNOW FEMA GRANT APPLICATIONS ARE VERY CUMBERSOME, AND WE
10:21:49AM WAITED A LONG TIME TO HEAR THE ANSWER TO THIS, AND WE WERE
10:21:52AM SUCCESSFUL, WHICH IS A GREAT BOON TO THE VILLAGE.
10:21:56AM QUESTION.

10:21:57AM COUNCILMAN.
10:22:00AM >>Jon McLain: MARCH 31st.
10:22:01AM THIS WILL BE DONE BY MARCH 31st TIMETABLE OF NEXT YEAR.
10:22:04AM IS THERE A DEADLINE FOR THE CONSTRUCTION TO BE COMPLETE ON
10:22:08AM THE GRANTS?
10:22:09AM >>Steven Sarkozy: IT'S 2028.
10:22:11AM >>Jon McLain: SO WE'VE GOT TIME TO DO THIS.
10:22:13AM >>Steven Sarkozy: YES.
10:22:15AM >>Jon McLain: YOU'RE SAYING THAT'S AUTOMATICALLY APPROVED
10:22:17AM NOT TODAY, BUT ONCE WE GET THE STUDY DONE.
10:22:20AM >>Steven Sarkozy: YES, ONCE WE GET THE ENGINEERING DONE, ALL
10:22:22AM OF THAT WORK TO VALIDATE THE VALUE OF THE CONSTRUCTION GOES

10:22:27AM BACK INTO THE FEMA PROCESS AND IT'S REVIEWED BY THE STATE
10:22:33AM AND FEMA.
10:22:33AM IF THE PROJECTIONS ARE AS ORIGINALLY ASSUMED, IT'S FUNDED.
10:22:39AM SO WE MOVED FORWARD WITH A LOT OF THE DESIGN ALREADY AT OUR
10:22:45AM COST, AND THAT WAS SUBJECT TO PRIOR COUNCIL APPROVAL OF THE
10:22:51AM ENGINEERING CONTRACTS.
10:22:52AM THAT PUTS US A LEG AHEAD BECAUSE WE KNOW THAT IT WILL BE
10:22:55AM VALIDATED, AND WE KNOW BECAUSE OF THE WORK PRIOR THAT WE'LL
10:22:58AM BE ABLE TO GET IT DONE WITHIN THE TIMELINE.
10:23:01AM >>Jon McLain: OUR EXPERIENCE HAS BEEN ONE YEAR OF
10:23:09AM CONSTRUCTION IS QUICK.
10:23:09AM WE NEED THIS STUFF ACCELERATED AS BEST WE CAN.
10:23:14AM WE SURE DON'T WANT TO LOSE THE MONEY THAT $15 MILLION.

10:23:17AM >>Steven Sarkozy: $15 MILLION.
10:23:18AM YES.
10:23:19AM >>Jon McLain: WILL THAT INVOLVE ONE POND OR TWO PONDS?
10:23:22AM >>Steven Sarkozy: INITIALLY HERE IT'S ONE.
10:23:24AM WE'LL PROBABLY COME BACK WITH A PROJECT MODIFICATION TO
10:23:26AM SPLIT IT INTO TWO TO BETTER HANDLE THE FLOOD.
10:23:32AM >>Mayor Ribble: VICE-MAYOR.
10:23:33AM >>Vice-Mayor Zalucki: THANK YOU, MAYOR.
10:23:35AM TO COUNCILMAN McLAIN, I WAS CONCERNED ABOUT THE NINE
10:23:38AM MONTHS BETWEEN NOW AND THE DEADLINE ALSO, BUT I ALSO READ
10:23:42AM THAT THERE IS A PROVISION FOR AN EXTENSION.
10:23:44AM 60 DAYS BEFORE THE EXPIRATION.
10:23:47AM >>Jon McLain: IF THERE IS A HURRICANE OR WEATHER?
10:23:49AM >>Vice-Mayor Zalucki: WELL, I DON'T THINK THAT DEFINES WHAT
10:23:52AM THAT WOULD BE FOR.
10:23:53AM IT DOES ALLOW PROVISION FOR EXTENSION JUST IN CASE WE'RE
10:23:57AM BUMPING UP AGAINST THAT DATE WHICH MADE ME FEEL GOOD.
10:24:00AM JUST WANTED TO SHARE THAT WITH YOU.
10:24:02AM >>Jon McLain: THANK YOU.
10:24:02AM >>Mayor Ribble: ANYTHING ELSE?
10:24:03AM IS THERE ANY PUBLIC COMMENT?
10:24:04AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
10:24:07AM >>Mayor Ribble: ALL RIGHT.
10:24:07AM IN THAT CASE, IS THERE A MOTION TO ACCEPT?
10:24:11AM FROM THE VICE-MAYOR AND SECONDED BY COUNCILWOMAN FAYHEE.

10:24:15AM PLEASE CALL THE ROLL.
10:24:17AM >>Rafael Lopez: AYE.
10:24:19AM >>Lori Fayhee: AYE.
10:24:20AM >>Jon McLain: AYE.
10:24:22AM >>Jeff Hunt: AYE.
10:24:23AM >>Vice-Mayor Zalucki: AYE.
10:24:24AM >>Mayor Ribble: AYE.
10:24:25AM ITEM 6E, RESOLUTION 2026-09 TO EXECUTE FEMA HMGP GRANT.

10:24:37AM MADAM CLERK, WILL YOU PLEASE READ THE RESOLUTION?
10:24:40AM >>Carol Sacco: RESOLUTION 2026-09, A RESOLUTION OF THE
10:24:43AM VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING
10:24:46AM EXECUTION OF A GRANT AGREEMENT WITH FDEM FOR CONSTRUCTION OF
10:24:50AM THE VILLAGE OF ESTERO, BROADWAY AVENUE WEST, INFRASTRUCTURE
10:24:55AM RETROFIT PROJECT, MAKING RELATED FINDINGS, PROVIDING FOR
10:24:59AM SEVERABILITY AND FOR AN EFFECTIVE DATE.
10:25:01AM >>Mayor Ribble: THANK YOU.
10:25:01AM STEVE, YOU BEGAN TO SPEAK ON THIS.
10:25:03AM YOU WOULD CONTINUE.
10:25:04AM >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:25:06AM AGAIN, THIS IS A SIMILAR TYPE OF GRANT THAT HAS THE INITIAL
10:25:10AM FUNDING COMING FROM FEMA WITH BACKUP FUNDING FOR THE
10:25:14AM REMAINING 25% LOCAL MATCH COMING FROM THE COMMUNITY
10:25:17AM DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM AUTHORIZED
10:25:20AM BY LEE COUNTY.
10:25:21AM AGAIN, SPECIAL THANKS TO STAFF TO JUST CONTINUALLY BIRD-DOG

10:25:28AM AND FRAME UP THE PROJECT.
10:25:29AM BUT THIS IS THE REBUILDING OF BROADWAY AVENUE WEST.
10:25:37AM AND DOING THE SEPTIC TO SEWER PROGRAM ON SHERRILL AND
10:25:43AM LEUTTICH, ESTERO RIVER HEIGHTS.
10:25:46AM AND ALL OF THE AREAS THAT ARE SOUTH OF BROADWAY.
10:25:49AM THIS IS OUR PRINCIPAL AREA THAT WAS IMPACTED BY HURRICANE
10:25:53AM IAN, AND ALL OF THESE AREAS HAVE SEPTIC SYSTEMS AND WELL
10:26:02AM WATER THAT WERE ALL AFFECTED BY THE INUNDATION WE SAW DURING
10:26:06AM THE HURRICANE.
10:26:07AM THE MITIGATION GRANT HERE ALLOWS US TO GO IN AND LITERALLY
10:26:11AM BUILD ALL OF THE PUBLIC INFRASTRUCTURE ON ALL OF THE
10:26:14AM STREETS, AND THESE ARE THE MOST NEEDY STREETS THAT WE HAVE
10:26:16AM IN THE ENTIRE VILLAGE.
10:26:18AM SO AT A PRIOR COUNCIL MEETING THAT WE TOOK CONTROL OF THE
10:26:23AM ROADS ON SHERRILL AND LEUTTICH, THAT ACTION WILL ALLOW US
10:26:27AM NOW TO GO IN AND DO THIS ENTIRE PROJECT.
10:26:30AM THE REALLY GOOD-NEWS THING HERE IS THAT WITH THE TWO FEDERAL
10:26:35AM GRANTS INVOLVED, OUR RESIDENTS WILL HAVE TO PAY VERY LITTLE,
10:26:40AM IF ANYTHING, TO GET THESE PROJECTS DONE.
10:26:43AM ORIGINAL ESTIMATING SOMEWHERE IN THE 40 TO 80 THOUSAND
10:26:50AM DOLLARS PER LOT TO GET THIS DONE AND WITH THESE GRANTS NOW
10:26:54AM IT SHOULD BE PRETTY CLOSE TO ZERO.
10:26:57AM THESE ARE NEIGHBORHOODS THAT CAN REALLY USE THIS.
10:27:03AM IT'S A HUGE IMPACT AND FABULOUS NEWS FOR THE RESIDENTS.
10:27:08AM NOW, YOU RECALL THAT THE RESIDENTS, MANY OF THEM ARE

10:27:12AM REBUILDING AFTER THE HURRICANE, AND THEY HAVE BEEN ANXIOUS
10:27:16AM TO GET THIS DONE.
10:27:17AM WE HAVEN'T MADE AN ANNOUNCEMENT IN THIS AREA YET.
10:27:20AM I THINK THE WORD IS SPREADING.

10:27:22AM BUT THIS IS REALLY GOOD NEWS.
10:27:23AM ULTIMATELY, THE TOTAL PROJECT WILL BE JUST OVER $20 MILLION.
10:27:32AM $15,190,000 COMING FROM THE FEMA GRANT.
10:27:36AM AND 5 MILLION FROM THE DISASTER RECOVERY PROGRAM PAID BY
10:27:43AM HUD.
10:27:44AM SPECIAL THANKS HERE WOULD GO TO LEE COUNTY FOR PROVIDING
10:27:48AM THAT DISTRIBUTION FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT
10:27:51AM PROGRAM.
10:27:54AM THE MAYOR AND STAFF WERE DOWN THERE AT A MEETING TO
10:27:58AM ENCOURAGE THE COUNTY COMMISSION TO APPROVE, AND THEY DID,
10:28:04AM AND IT CAME THROUGH WITH FINAL APPROVAL YESTERDAY MORNING AT
10:28:09AM THE LEE COUNTY COMMISSION MEETING.
10:28:11AM EVERYTHING IS LOCKED DOWN, AND WE'RE RARING TO GO.
10:28:15AM AGAIN, THIS WILL BE UNDER A TIGHT TIMELINE AND WE'LL BE
10:28:21AM PREPARING THE FINAL DOCUMENTS THAT COME BACK TO YOU IN
10:28:23AM SEPTEMBER AND OCTOBER, AND THEN GET MOVING.
10:28:29AM >>Mayor Ribble: THANK YOU, STEVE.
10:28:30AM I ALSO WANT TO SEND OUT A SPECIAL THANKS TO COMMISSIONER
10:28:33AM MULLICA WHO CHAMPIONED THIS ISSUE IN FRONT OF THE COUNCIL
10:28:36AM FOR US.
10:28:37AM ARE THERE ANY QUESTIONS FOR STEVE?

10:28:39AM SEEING NONE, DO WE HAVE ANY PUBLIC COMMENT?
10:28:43AM >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
10:28:46AM >>Mayor Ribble: CAN I HAVE A MOTION TO ACCEPT?
10:28:47AM COUNCILMAN HUNT AND COUNCILWOMAN FAYHEE.
10:28:50AM MADAM CLERK, PLEASE CALL THE ROLL.
10:28:54AM >>Jeff Hunt: AYE.
10:28:55AM >>Jon McLain: AYE.
10:28:56AM >>Lori Fayhee: AYE.
10:28:58AM >>Rafael Lopez: AYE.
10:28:59AM >>Vice-Mayor Zalucki: AYE.
10:29:00AM >>Mayor Ribble: AYE.
10:29:01AM ITEM 6F, RESOLUTION 2026-11, SPECIAL OBLIGATION REVENUE
10:29:14AM NOTE.
10:29:14AM MADAM CLERK, WILL YOU PLEASE READ THE RESOLUTION?
10:29:17AM >>Carol Sacco: RESOLUTION 2026-11, A RESOLUTION OF THE
10:29:20AM VILLAGE OF ESTERO, FLORIDA, ACCEPTING THE PROPOSAL OF
10:29:22AM PINNACLE BANK, A TENNESSEE BANK, DOING BUSINESS AS SYNOVUS
10:29:27AM BANK, TO PROVIDE THE VILLAGE WITH A TERM LOAN IN ORDER TO
10:29:30AM REIMBURSE THE VILLAGE FOR FUNDS EXPENDED TO ACQUIRE CERTAIN
10:29:34AM REAL PROPERTY; APPROVING THE FORM OF A LOAN AGREEMENT;
10:29:37AM AUTHORIZING THE ISSUANCE OF A PROMISSORY NOTE PURSUANT TO
10:29:40AM SUCH LOAN AGREEMENT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT
10:29:44AM EXCEEDING 13 MILLION IN ORDER TO EVIDENCE SUCH LOAN;
10:29:49AM AUTHORIZING THE REPAYMENT OF SUCH NOTE FROM A COVENANT TO
10:29:53AM BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM

10:29:56AM REVENUES; DELEGATING CERTAIN AUTHORITY TO THE VILLAGE
10:29:59AM MANAGER AND OTHER OFFICERS OF THE VILLAGE FOR THE
10:30:01AM AUTHORIZATION, EXECUTION, AND THE DELIVERY OF THE LOAN
10:30:03AM AGREEMENT, PROMISSORY NOTE AND VARIOUS OTHER DOCUMENTS WITH
10:30:07AM RESPECT THERETO, AND PROVIDING FOR AN EFFECTIVE DATE.
10:30:11AM >>Mayor Ribble: THANK YOU.
10:30:11AM STEVE, PLEASE, INTRODUCE THIS.
10:30:13AM >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:30:15AM SEVERAL POINTS OF BACKGROUND HERE.
10:30:19AM YOU'LL RECALL THAT WHEN THE VILLAGE PURCHASED THE 72 ACRES
10:30:27AM ON THREE OAKS PARKWAY ADJACENT TO THE POST OFFICE, THAT
10:30:31AM PURCHASE WAS FOR $15 MILLION FOR THE 72 ACRES.
10:30:35AM AT THE TIME OF THE PURCHASE AND SHORTLY AFTER, THE COUNCIL
10:30:41AM APPROVED WHAT THEY CALL A REIMBURSEMENT RESOLUTION THAT
10:30:43AM ALLOWED THE VILLAGE TO SECURE FINANCING FOR THIS AFTER THE
10:30:49AM FACT.
10:30:50AM WE PAID UP FRONT BUT THEN HAD A PROVISION WHERE WE COULD
10:30:55AM TAKE OUT A LOAN OR A BOND FOR THIS AMOUNT AND CONTINUE THE
10:31:01AM PAYMENT OVER A NUMBER OF YEARS.
10:31:02AM WHAT'S BEFORE US NOW IS A BANK LOAN COMING FROM OUR NEW
10:31:09AM BANK, SYNOVUS BANK.
10:31:12AM MORE RECENTLY, THE COUNCIL APPROVED THE TRANSFER OF ALL OF
10:31:15AM OUR FUNDS TO SYNOVUS BANK.
10:31:18AM THAT ACTION STILL HAS TO OCCUR, AND SOME OF THE FOLLOW-UP
10:31:23AM WORK REGARDING THE FUND TRANSFER WITH SYNOVUS HAS TO BE

10:31:29AM RESOLVED.
10:31:30AM BUT SHORTLY AFTER THAT, THEN WE WOULD EXECUTE THIS SPECIAL
10:31:35AM OBLIGATION REVENUE NOTE IN AN AMOUNT NOT TO EXCEED $13
10:31:40AM MILLION.
10:31:41AM THIS GIVES US $13 MILLION OF FUNDS THAT WE CAN USE AS CASH
10:31:48AM FLOW FOR OTHER PROJECTS THAT ARE IN OUR CAPITAL IMPROVEMENT
10:31:51AM PROGRAM.
10:31:53AM THE TERMS OF THE $13 MILLION LOAN ARE 20-YEAR TERM THAT
10:31:58AM ALLOWS US TO PREPAY WITHOUT PENALTY.
10:32:01AM THE INTEREST RATE IS NOT YET FIXED, BUT WILL BE PRIOR TO, OF
10:32:07AM COURSE, CLOSING ON THIS.
10:32:09AM COUNCIL ACTION WOULD AUTHORIZE US TO FOLLOW THROUGH ON THIS
10:32:15AM MATTER.
10:32:17AM WITH US TODAY IS OUR BOND COUNSEL, STEVE MILLER, AS WELL AS
10:32:22AM OUR FINANCIAL ADVISORS FROM PRAG, WENDELL GAERTNER, SHOULD
10:32:29AM YOU HAVE ANY QUESTIONS.
10:32:32AM >>Mayor Ribble: ANY QUESTIONS, COUNCIL?
10:32:33AM HEARING NONE IS THERE ANY PUBLIC COMMENT?
10:32:39AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
10:32:41AM >>Mayor Ribble: ALL RIGHT.
10:32:42AM LET US MOVE FORWARD.
10:32:43AM MAY I HAVE A MOTION?

10:32:44AM >> SO MOVED.
10:32:45AM >>Mayor Ribble: COUNCILMAN LOPEZ.
10:32:47AM SECONDED BY COUNCILMAN HUNT.

10:32:52AM PLEASE CALL THE ROLL.
10:32:55AM >>Rafael Lopez: AYE.
10:32:57AM >>Lori Fayhee: AYE.
10:33:02AM >>Jon McLain: AYE.
10:33:03AM >>Jeff Hunt: AYE.
10:33:05AM >>Vice-Mayor Zalucki: AYE.
10:33:07AM >>Mayor Ribble: AYE.
10:33:07AM >>Steven Sarkozy: MAYOR, THANK YOU FOR WENDELL AND STEVE
10:33:12AM BEING ON THE CALL HERE TO BE ABLE TO ANSWER ANY QUESTIONS.
10:33:15AM WE'LL GET BACK TO YOU THIS AFTERNOON WITH FURTHER
10:33:21AM DISCUSSIONS ABOUT HOW WE'RE GOING TO MAKE THIS TRANSFER AND
10:33:25AM FOLLOW UP.
10:33:26AM >>Mayor Ribble: THANK YOU, GENTLEMEN, FOR JOINING US TODAY.
10:33:29AM WE'LL MOVE ON TO -- TURN THE PAGE.
10:33:42AM ITEM 6G, FIRST AMENDMENT TO THE SERVICE AGREEMENT WITH
10:33:46AM KEMPER SPORTS MANAGEMENT.
10:33:49AM STEVE, WOULD YOU INTRODUCE THIS, PLEASE?
10:33:52AM >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:33:54AM WE HAVE THREE ITEMS HERE INVOLVING THE SPORTS PARK
10:33:59AM DEVELOPMENT AND OTHER RECREATIONAL ACTIVITY IN THE VILLAGE.
10:34:02AM THE FIRST IS THIS ITEM 6G, WHICH IS THE AMENDMENT TO THE
10:34:08AM SERVICE AGREEMENT WITH KEMPER SPORTS.
10:34:11AM I'D LIKE TO CALL ON MICHAEL COMPARATO, OF COURSE, WE'RE
10:34:15AM UTILIZING THE CONSULTING FIRM OF VIESTE, INCORPORATED, AS
10:34:22AM OUR OWNER'S REPRESENTATIVE AS WE MOVE FORWARD ON THE

10:34:24AM DEVELOPMENT OF THE SPORTS PARK AND OTHER ACTIVITIES AND THE
10:34:28AM P-3 ACTIVITIES AS WELL.
10:34:30AM MICHAEL COMPARATO IS THE CEO OF VIESTE AND IS OUR PRIMARY
10:34:38AM CONTACT FOR THESE PROJECTS.
10:34:43AM SO I TURN IT OVER TO MICHAEL FOR BACKGROUND AND THEN
10:34:45AM INTRODUCTION OF THE ITEM.
10:34:46AM >>Mayor Ribble: WELCOME, MR. SPENCE.
10:34:48AM >>Michael Comparato: THANK YOU, STEVE.
10:34:49AM GOOD MORNING, MAYOR AND COUNCIL.
10:34:51AM AS YOU MAY RECALL, THE VILLAGE HAS BENEFITED FROM HAVING
10:34:56AM KEMPER SPORTS ON BOARD HELPING US MAINTAIN AND OPERATE THE
10:35:01AM SPORTS PARK, ACTUALLY SINCE WE TOOK OVER THE PROPERTY, BUT
10:35:05AM ESPECIALLY NOW GUIDING US THROUGH VARIOUS DIFFERENT ARRAYS
10:35:08AM OF CONSTRUCTION AND YOUTH SPORTS ACTIVITY BETWEEN
10:35:12AM INTERSCHOLASTIC AND YOUTH PROGRAMMING SPORTS.
10:35:15AM WILL SPENCE WITH KEMPER IS HERE WITH US VIRTUALLY.
10:35:18AM I BENEFITED TODAY FROM TRAVEL RESTRICTIONS.
10:35:21AM CAN'T FLY INTO THE MIDWEST, SO I GET TO STAY HERE LONGER

10:35:25AM TODAY AND NOT GO UNTIL TOMORROW.
10:35:27AM HE, UNFORTUNATELY, BENEFITED THE NEGATIVE WAY AND WASN'T
10:35:30AM ABLE TO GET IN TONIGHT OR LAST NIGHT FOR OUR MEETING THIS
10:35:33AM MORNING.
10:35:34AM BUT IS HERE VIRTUALLY.
10:35:36AM I HAVE TRENTON GASKINS, OUR DIRECTOR OF PROJECT DELIVERY,
10:35:40AM WHO WILL WALK YOU THROUGH THE DETAILS OF THIS.

10:35:42AM EFFECTIVELY AT A HIGH LEVEL.
10:35:44AM AS I SAID, KEMPER HAS BEEN HERE HELPING US KIND OF NAVIGATE
10:35:48AM THROUGH THIS OVER THE PAST SEVERAL MONTHS.
10:35:51AM THIS BEFORE YOU TODAY, THIS AMENDMENT ALLOWS US TO CONTINUE
10:35:56AM WITH KEMPER PENDING COUNCIL APPROVAL, OF COURSE, TO WALK US
10:36:00AM THROUGH THE NEXT PERIOD OF TIME TO GET US AT LEAST THROUGH
10:36:03AM PHASE TWO OF THE SPORTS PARK DEVELOPMENT.
10:36:06AM WE'RE GOING TO TALK A LITTLE BIT MORE ABOUT THAT HERE IN A
10:36:08AM FEW ITEMS TO GIVE YOU A LITTLE BETTER CONTEXT, IF YOU WILL,
10:36:13AM OF WHAT PHASE TWO WILL LOOK LIKE NOW.
10:36:14AM BUT THIS ALLOWS US TO CONTINUE TO NAVIGATE THROUGH THE MINE
10:36:20AM FIELDS, IF YOU WILL, OF KEEPING KIDS SAFE AND ACTIVITY ON
10:36:24AM CAMPUS PER OUR AGREEMENTS WITH BOTH THE SCHOOL DISTRICT AND
10:36:26AM THE COUNTY IN THOSE YOUTH SPORTS GROUPS, WHILE WE HAVE A
10:36:29AM SIGNIFICANT AMOUNT OF CONSTRUCTION ACTIVITY GOING ON AT THE
10:36:31AM SAME TIME.
10:36:32AM AND THEN GIVES US AN OPPORTUNITY TO PIVOT MID 2028 -- 2027,
10:36:38AM EXCUSE ME, AS WE APPROACH COMPLETION OF PHASE TWO AND
10:36:41AM OPENING UP OF MORE OF THE AMENITIES TO RETHINK SCOPE,
10:36:45AM DIRECTION, AND HOW THE PROPERTY SHOULD BE MAINTAINED AND
10:36:47AM OPERATED GOING FORWARD BEYOND THAT.
10:36:49AM SO THAT'S WHAT IS BEFORE YOU TODAY.
10:36:52AM YOU'LL SEE IN A SECOND, THE NEXT AGENDA ITEM POSSIBLY
10:36:56AM BOLTING ON, BUT, AGAIN, BASED ON COUNCIL APPROVAL,
10:37:00AM ADDITIONAL SUPPORT FOR US -- SUPPORT WITH THE MAINTENANCE

10:37:03AM AND OVERSIGHT OF THE ESTERO RIVER PARK, WHICH WE'LL GET TO
10:37:07AM IN THE NEXT ITEM.
10:37:09AM I'LL ASK TRENTON TO COME UP AND ASK WILL WITH KEMPER SPORTS,
10:37:13AM IF YOU DON'T MIND TO PROVIDE ANY DETAILS FOR COUNCIL AND
10:37:16AM BACKGROUND ON THIS AND ANSWER ANY QUESTIONS THAT THEY MIGHT
10:37:18AM HAVE.
10:37:27AM >>Mayor Ribble: THERE'S NO AUDIO.
10:37:28AM HOLD ON.
10:37:28AM TRY, MR. SPENCE.
10:37:48AM NO.
10:37:50AM >> IT'S NOT US.
10:37:52AM NOW TRY.
10:37:54AM >> GOOD MORNING.
10:37:55AM >>Mayor Ribble: ALL RIGHT.

10:37:56AM WE'VE GOT YOU NOW.
10:37:58AM >> AWESOME.
10:38:00AM THANK YOU.
10:38:00AM GOOD MORNING, AND THANK YOU AGAIN, MAYOR AND COUNCIL, FOR
10:38:03AM ALLOWING ME TO SPEAK.
10:38:04AM AS MICHAEL SAID, TRAVEL WOES.
10:38:07AM THE FIRST AMENDMENT THAT WE'RE DISCUSSING TODAY WAS
10:38:12AM PREVIOUSLY BROUGHT TO COUNCIL BACK IN MAY.
10:38:15AM THERE WAS A CHANGE IN THE LANGUAGE -- UPDATE IN THE LANGUAGE
10:38:20AM OF THE AGREEMENT.
10:38:22AM THAT'S WHY WE'RE BRINGING IT BACK TODAY.

10:38:23AM AT THAT POINT, WE DISCUSSED THE SUPPORT AND SERVICES AT
10:38:27AM ESTERO SPORTS PARK AND THE PROGRAMMING THAT WE'RE CONTINUING
10:38:30AM TO MAINTAIN TO THIS POINT AND THROUGH THIS PHASED
10:38:35AM CONSTRUCTION.
10:38:35AM HAPPY TO ANSWER ANY ADDITIONAL QUESTIONS THAT MAY COME UP
10:38:39AM REGARDING THIS AMENDMENT.
10:38:42AM >>Mayor Ribble: TRENTON, DO YOU WANT TO TAKE US THROUGH
10:38:44AM THIS?
10:38:44AM THANK YOU.
10:38:46AM WELCOME.
10:38:49AM >> FOR THE RECORD, MY NAME IS TRENTON GASKINS FROM VIESTE.
10:38:54AM THANK YOU FOR THE OPPORTUNITY TO SPEAK TODAY.
10:38:55AM IN REGARDS TO THE SPECIFIC KEMPER CHANGES, THERE ARE
10:38:59AM ESSENTIALLY TWO DIFFERENT MOTIONS ON THE TABLE.
10:39:01AM THE PRIOR THAT REFERENCE EARLIER IS FOR THE ORIGINAL MOTION
10:39:06AM TO APPROVE KEMPER TO DO THE GENERAL SPORTS PARK.
10:39:09AM THERE IS A SMALL ERROR IN OMISSION IN REGARDS TO THE
10:39:12AM ADDENDUM VERSUS THE MOTION.
10:39:14AM TODAY WE'RE HERE TO BUTTON THAT UP.
10:39:17AM SMALL TECHNICAL AREA TO BE ABLE TO ENGAGE THEM AND SIGN THE
10:39:21AM FINAL CONTRACT.
10:39:22AM THE SECOND PORTION, WHICH IS THE SECOND MOTION, WHICH IS AN
10:39:27AM EXPANSION INTO ESTERO RIVER NORTH.
10:39:29AM THIS IS TO MANAGE THE OPENING OF THE GATES, THE MANAGING OF
10:39:33AM THE PARK ITSELF.

10:39:35AM I THINK THERE'S GOING TO BE A WALK THROUGH TWO OR THREE
10:39:37AM TIMES A DAY, AND TO MAKE SURE ALL THE RESTROOMS ARE CLEAN
10:39:40AM AND A SAFE PLACE FOR YOUR RESIDENTS TO ACTUALLY VISIT.
10:39:45AM >>Mayor Ribble: DO WE WANT TO TAKE THESE MOTIONS TOGETHER OR
10:39:47AM SEPARATELY?
10:39:52AM >>Steven Sarkozy: IT'S SET UP TO DO IT TOGETHER, BUT YOU CAN
10:39:54AM DO IT SEPARATELY.
10:39:55AM >>Mayor Ribble: SINCE HE'S SPEAKING TO BOTH --
10:39:59AM >>Steven Sarkozy: IT'S UP TO YOU, COUNCIL.
10:40:00AM >>Mayor Ribble: LET'S DO THEM TOGETHER, THEN.

10:40:02AM FOR EVERYONE'S KNOWLEDGE, THE SECOND AMENDMENT TO THE
10:40:06AM SERVICE AGREEMENT IS THE AGREEMENT THAT TRENTON JUST SPOKE
10:40:11AM TO.
10:40:11AM IF YOU WANT TO ELABORATE ON THAT A LITTLE MORE.
10:40:16AM >> THE ESTERO RIVER NORTH PROJECT IS GOING TO BE FOR KEMPER
10:40:20AM MANAGEMENT TO MANAGE THE FACILITIES MANAGEMENT OF THE
10:40:23AM PROJECT.
10:40:24AM OPENING UP OF GATES, CLEANING THE FACILITY, MAKING SURE FROM
10:40:26AM A SECURITY PERSPECTIVE NOBODY GETS HURT.
10:40:28AM AGAIN, THERE'S GOING TO BE WALK-THROUGHS.
10:40:31AM I BELIEVE THE TOTAL -- IMPACT OF THAT IS AROUND 50,000 -- I
10:40:36AM DON'T WANT TO MISSPEAK.
10:40:38AM >>Mayor Ribble: $50,184.
10:40:41AM >> YES, MA'AM.
10:40:41AM WITH THAT, I'LL TAKE THE MOTION FOR APPROVAL, UNLESS YOU

10:40:46AM HAVE QUESTIONS.
10:40:46AM >>Mayor Ribble: ARE THERE ANY QUESTIONS?
10:40:48AM >>Jon McLain: THIS IS PROBABLY MORE FOR US.
10:40:50AM BECAUSE IF YOU LOOK AT EXHIBIT A, THE SCOPE OF THE SERVICES
10:40:54AM IN THERE, SECTION 6, RIVER PARK SERVICE EXCLUSION.
10:40:59AM THE EXCLUSIONS INCLUDE ACTIVE RECREATIONAL PROGRAMMING.
10:41:05AM I'M CONCERNED ABOUT, WE'LL HAVE TO HAVE NEXT YEAR PROBABLY
10:41:12AM SUMMER PROGRAMS AND THE LIKE.
10:41:14AM THOSE EXCLUSIONS, NO DEDICATED LAW ENFORCEMENT.
10:41:19AM I'M WORRIED A LITTLE BIT ABOUT SECURITY.
10:41:21AM IF YOU WALK THROUGH ONCE A DAY, THAT DOESN'T DO MUCH.
10:41:23AM BUT WE'RE TALKING ABOUT EARLIER IN THE AGENDA TODAY, WE'RE
10:41:26AM TALKING ABOUT SECURITY CAMERAS AND ALL THAT.
10:41:29AM SO THAT WOULD TAKE CARE OF PART OF THAT.
10:41:31AM BUT I AM CONCERNED FROM A VILLAGE STANDPOINT, WHEN ARE WE
10:41:36AM GOING TO INITIATE PROGRAMS THAT WILL ALLOW US TO REALLY
10:41:40AM UTILIZE THAT BEAUTIFUL, NATURAL PARK.
10:41:45AM PRESIDENT OF FLORIDA GULF COAST, WHATEVER THE ORGANIZATION
10:41:48AM IS, WANTS TO GET THINGS GOING IN THERE ALSO.
10:41:53AM WE NEED TO FIGURE OUT IN THE NEAR FUTURE, SEPARATE FROM THIS
10:41:58AM AGREEMENT, WHAT WE'RE GOING TO BE DOING IN THAT PARK.
10:42:03AM >>Robert Eschenfelder: FOR THE PERIOD WHERE THIS SERVICE IS
10:42:06AM GOING TO BE DELIVERED, I THINK KEMPER'S CONCERN IS, AND THE
10:42:09AM VILLAGE AGREES, WE WANT OUR EXPECTATIONS TO BE CLEAR OF WHAT
10:42:14AM WE ARE GOING TO DO AND WHAT WE AREN'T GOING TO DO.

10:42:16AM AND I THINK ALL AGREE THAT RIGHT NOW THAT PARK IS NOT GOING
10:42:22AM TO HAVE ACTIVE RECREATIONAL PROGRAMMING.
10:42:25AM THERE ARE JUST STILL MORE THINGS THAT NEED TO HAPPEN, MORE
10:42:29AM PROTOCOLS THAT NEED TO BE DEVELOPED AROUND WHAT TYPES OF
10:42:32AM ACTIVE PROGRAMS THERE WILL BE.
10:42:34AM WAIVER FORMS, ALL THOSE WONDERFUL THINGS.

10:42:37AM SO I THINK WHEN WE GET TO THAT POINT, WE'LL BE COMING BACK,
10:42:42AM BECAUSE WE'LL HAVE TO COME BACK TO YOU ANYWAY TO SAY HERE'S
10:42:45AM WHAT WE PROPOSE TO DO, DO YOU WANT TO DO THAT?
10:42:48AM IF YOU WANT TO DO THAT, WE'LL GO AHEAD AND AMEND THE KEMPER
10:42:52AM AGREEMENT TO INCLUDE THOSE AGAIN.
10:42:53AM BUT I THINK FOR RIGHT NOW, TO SET EXPECTATIONS FOR KEMPER OF
10:42:57AM WE JUST WANT TO BE CLEAR, BECAUSE THEY HAVE TO GO BUY
10:43:00AM INSURANCE FOR EVERYTHING THEY DO.
10:43:01AM IT'S JUST IMPORTANT TO BE AS CLEAR AS POSSIBLE.
10:43:03AM THAT'S WHY THAT IS CALLED OUT.
10:43:06AM >>Jon McLain: I'M GOOD ON THIS AGREEMENT.
10:43:08AM NO ISSUE AT ALL.
10:43:09AM I WANT TO PUT THE PRESSURE ON US.
10:43:10AM WE'VE OWNED THAT PROPERTY FOR SIX YEARS.
10:43:13AM WE'VE NOW GOT TRAILS IN THERE.
10:43:15AM WE HAVE A BRIDGE GOING ACROSS THERE.
10:43:17AM WE HAVE RESTROOMS.
10:43:18AM WE HAVE PARKING.
10:43:19AM I DON'T WANT TO DELAY THAT.

10:43:20AM LEGALLY WE HAVE TO MAKE SURE WE'RE GOOD.
10:43:22AM BUT I WANT TO GET SOMETHING -- I'M GETTING PHONE CALLS FROM
10:43:25AM A VARIETY OF PEOPLE SAYING, CAN WE UTILIZE SOME OF THAT IN
10:43:29AM THERE?
10:43:29AM THAT ENCLOSED AREA, THEY COULD HAVE JAZZERCISE IN THERE AND
10:43:35AM THESE KINDS OF THINGS.
10:43:36AM WE NEED SOMEBODY TO BE THE LEADER OF HOW WE MOVE THIS THING
10:43:41AM TO THAT NEXT STEP, ACTUALLY UTILIZE THE PARK.
10:43:45AM IT'S NICE TO WALK AROUND IN THERE, BUT I THINK THERE ARE
10:43:47AM OPPORTUNITIES TO DO STUFF IN THERE.
10:43:49AM >>Steven Sarkozy: IF I MAY, MAYOR.
10:43:50AM >>Mayor Ribble: YES.
10:43:51AM >>Steven Sarkozy: THIS CONTRACT IS FOR JUST THE BASIC
10:43:56AM OPENING, BASIC SECURITY, AND BASIC OVERSIGHT.
10:44:00AM THE PLAN WOULD BE TO OPEN THE PARK, 7, 8 IN THE MORNING, AND
10:44:05AM CLOSE PROBABLY AT 6 OR SOMETHING LIKE THAT.
10:44:08AM THAT REMAINS TO BE SEEN.
10:44:11AM WITH THIS CONTRACT IN PLACE, WE CAN LOOK AT A SOFT OPENING
10:44:15AM FOR THE PARK VERY QUICKLY.
10:44:19AM WHAT ELSE IS HAPPENING THEN IN TERMS OF ACTIVATING THE PARK
10:44:25AM ARE SEVERAL THINGS.
10:44:28AM I'LL JUST GO THROUGH THEM AND THEY ARE NOT ALL DIRECTLY
10:44:31AM RELATED BUT THEY ARE ALL TARGETING MORE ACTIVE USES IN THE
10:44:34AM PARK.
10:44:35AM NUMBER ONE, WE'D LIKE TO -- WE'VE AGREED TO PUT A PLAQUE

10:44:40AM COMMEMORATING ELLEN PETERSON AND HER EFFORTS TO SAVE THE
10:44:45AM HAPPEHATCHEE CENTER.

10:44:46AM THAT PLAQUE WOULD BE A BRONZE PLAQUE, MUCH LIKE THE PLAQUE
10:44:54AM THAT WE HAVE OVER IN THE CORNER FOR DON ESLICK, BUT A LITTLE
10:44:57AM SMALLER AND STILL VERY, VERY APPROPRIATE.
10:44:59AM WE DEVELOPED A TEMPLATE FOR THAT PLAQUE AND WE HAVE SOME
10:45:09AM LANGUAGE AND I CIRCULATED THAT TO SAY WHAT DO YOU THINK?
10:45:12AM WE'RE WAITING FOR RESPONSES BACK.
10:45:14AM THEN IT IS SIMPLY A MATTER OF CONSTRUCTING THE PLAQUE AND
10:45:19AM WE'RE THINKING ABOUT MOUNTING BOTH PLAQUES SOMEWHERE IN THE
10:45:23AM PARK IN PROMINENT LOCATIONS ON MAYBE A LARGE PIECE OF
10:45:27AM GRANITE OR SOMETHING THAT YOU WOULD TYPICALLY SEE THROUGH
10:45:31AM THE PARK.
10:45:32AM SO THAT'S NUMBER ONE, THE IDENTIFICATION.
10:45:36AM NUMBER WORKS TO THE ACTIVATION THAT YOU'RE TALKING ABOUT IS
10:45:40AM THE NEXT STEP THAT WE'D LIKE TO COME BACK.
10:45:42AM WE'VE GOTTEN A PROPOSAL FROM THE ESTERO FOREVER FOUNDATION
10:45:48AM TO GO IN THERE AND LEAD -- RENEW ACTIVITIES IN THE PARK,
10:45:57AM INCLUDING PROGRAMMING, SOME OF THE RESTORATION, COORDINATING
10:46:01AM VOLUNTEERS IN ACTIVATING THE USE OF THE BUILDINGS AND SO
10:46:05AM FORTH.
10:46:05AM WE SIMPLY HAVEN'T FORMALIZED THAT YET.
10:46:10AM BUT IT'S A SIGNIFICANT CONTRACT, SEVERAL TIMES LARGER THAN
10:46:16AM THIS BASE AMOUNT THAT'S HERE.
10:46:17AM SO THAT WILL COME BACK TO YOU PROBABLY THE FIRST MEETING IN

10:46:23AM SEPTEMBER OR SHORTLY THEREAFTER.
10:46:26AM AND AT THAT TIME THEN, WE CAN DO A MORE FORMAL GRANT OPENING
10:46:33AM OF THE PARK.
10:46:34AM THE THIRD THING THAT'S HAPPENING IS AROUND ENVIRONMENTAL
10:46:36AM EDUCATION.
10:46:40AM WE KNOW THAT FGCU COMES INTO THAT PARK ON OCCASION TO DO
10:46:43AM WORK, AND WE STILL WANT TO DO THAT AND ALLOW THAT TO OCCUR.
10:46:47AM WE'D ALSO LIKE TO BRING IN OTHER ACTIVITIES FOR
10:46:50AM ENVIRONMENTAL EDUCATION.
10:46:55AM ONE OF THE INTRIGUING CONCEPTS WE'RE LOOKING AT IS BRINGING
10:46:58AM IN THE CONSERVANCY OF SOUTHWEST FLORIDA TO DO REMOTE
10:47:04AM CLASSROOMS ON THIS SITE FOR ENVIRONMENTAL EDUCATION.
10:47:07AM THEY HAVE TOURED THE SITE.
10:47:09AM THE DIRECTOR OF THE CONSERVANCY ACTUALLY LIVES IN ESTERO.
10:47:12AM SO THEY ARE HIGHLY MOTIVATED TO COME IN HERE, AND THEIR
10:47:16AM REPUTATION IS VERY STRONG.
10:47:19AM THEY ARE BASED IN COLLIER COUNTY, NAPLES, BUT THEY HAVE
10:47:22AM VISIONS OF COMING UP THIS WAY.
10:47:23AM SO THOSE ARE THE THINGS, THE MOVING PIECES BEHIND THE SCENES
10:47:29AM JUST TO LET YOU KNOW WHAT'S HAPPENING AND HOPEFULLY WE CAN
10:47:34AM DO ALL OF THOSE THINGS YET WITHIN THE NEXT THREE OR FOUR
10:47:39AM MONTHS.
10:47:40AM ALSO, PHASE TWO FOR THE ESTERO RIVER PARK IS IN YOUR CAPITAL
10:47:46AM IMPROVEMENT PROGRAM THAT IS PART OF THE ANTICIPATED BOND

10:47:51AM ISSUE IN THE FALL.

10:47:53AM THAT WOULD INCLUDE THE SECURITY AND IDENTITY FENCE AROUND
10:47:57AM THE PERIMETER AS WELL AS THE NEXT PHASE OF TRAILS THROUGH
10:48:05AM THE ENTIRE SOUTH AREA.
10:48:07AM SO THOSE ARE THE ELEMENTS THAT ARE OUT THERE.
10:48:09AM AND ALL TO COME BACK TO THE VILLAGE COUNCIL FOR FUNDING IN
10:48:16AM THE NEAR FUTURE.
10:48:20AM >>Mayor Ribble: ANY OTHER QUESTIONS?
10:48:22AM >>Vice-Mayor Zalucki: I DO HAVE A COUPLE OF QUESTIONS.
10:48:23AM I APOLOGIZE IN ADVANCE.
10:48:24AM BUT THE FIRST AMENDMENT THAT WE SIGNED OR AGREED TO ON MAY
10:48:28AM 6, TRENTON, CAN YOU IDENTIFY THE DIFFERENCES?
10:48:32AM WHAT I DID, I COMPARED BOTH OF THE CONTRACTS, AND IT LOOKS
10:48:36AM LIKE SECTION 3, THE THIRD PARAGRAPH, SEEMS TO BE THE
10:48:39AM ADDITION ON HOW TO REQUEST THE INVOICING TO BE REIMBURSED.
10:48:44AM THAT LOOKS LIKE THE ADDITION, AND MAYBE ROB REVIEWED IT, BUT
10:48:47AM IS THERE ANYTHING ELSE THAT SHOULD BE CALLED OUT WHAT THE
10:48:50AM DIFFERENCES ARE?
10:48:50AM WE KIND OF WENT THROUGH THIS WITH THIS GENTLEMAN IN PERSON
10:48:53AM IN MAY.
10:48:54AM IF WE CAN GET A LITTLE MORE SPECIFIC.
10:48:58AM >> I DON'T KNOW THE DETAILS.
10:48:59AM BUT IF I COULD RELY ON WILL TO CONFIRM THAT BECAUSE I DON'T
10:49:02AM WANT TO MISSPEAK, WILL, PLEASE.
10:49:04AM >> ABSOLUTELY.
10:49:05AM THANK YOU, TRENTON.

10:49:06AM THAT IS CORRECT.
10:49:07AM IT WAS THE UPDATED IN THE LANGUAGE ON THE REIMBURSEMENT
10:49:10AM WHICH INCLUDED THE DOLLARS -- THE OUTLINING OF THE DOLLARS
10:49:15AM IN THE AMENDMENT THAT WERE NOT INCLUDED IN THE FIRST
10:49:17AM AMENDMENT.
10:49:19AM >>Robert Eschenfelder: THE STAFF MEMO THE LAST TIME GAVE
10:49:21AM THEM A RAISE.
10:49:24AM THAT DIDN'T MAKE IT INTO THE ACTUAL AMENDMENT.
10:49:26AM SO WHEN THEY GOT THE AMENDMENT THAT YOU ALL APPROVED AND
10:49:31AM THEY DIDN'T SEE IT IN THERE, THEY SAID WE'RE NOT SIGNING
10:49:33AM THIS AMENDMENT BECAUSE IT DOESN'T INCLUDE OUR RAISE.
10:49:37AM THAT'S REALLY WHY IT HAD TO COME BACK.
10:49:41AM IF YOU LOOK AT MR. GILLETTE'S STAFF MEMO, IT WAS CLEAR ABOUT
10:49:47AM THAT, BUT THE DRAFTING OF THE DOCUMENT DIDN'T.
10:49:51AM SO THAT COUPLED WITH THIS SMALL THING THAT YOU IDENTIFIED,
10:49:54AM VICE-MAYOR, THOSE ARE REALLY THE TWO ISSUES.
10:49:56AM OTHERWISE IT IS THE SAME.
10:49:58AM >>Vice-Mayor Zalucki: THANK YOU FOR THAT.
10:49:59AM SHOULD STILL BE CALLED THE FIRST AMENDMENT AND NOT THE
10:50:02AM SECOND AMENDMENT?

10:50:03AM >>Robert Eschenfelder: THEY DID NOT AGREE TO SIGN THE FIRST
10:50:06AM AMENDMENT, SO THERE NEVER WAS ANY FIRST AMENDMENT.
10:50:07AM >>Vice-Mayor Zalucki: MAKES SENSE.
10:50:08AM THANK YOU FOR THAT.
10:50:09AM IT LOOKS LIKE FOR THE RIVER PARK MAINTENANCE, I SUPPORT THE

10:50:17AM $56,184 FOR THAT.
10:50:20AM MY QUESTION, SEEING THAT WE'RE NOT FUNCTIONAL YET AND WE
10:50:26AM DON'T HAVE A DATE WHERE WE'RE GOING TO OPEN THE PARK YET,
10:50:30AM THE CONTRACT STARTS ON JUNE 1st.
10:50:32AM SO WE'RE WELL PAST THAT.
10:50:35AM HAS THAT BEEN DISCUSSED AS TO WHEN WE SHOULD ACTUALLY
10:50:38AM ACTIVATE?
10:50:39AM WE'RE PAYING FOR SERVICES WE'RE NOT RECEIVING AT THE MOMENT.
10:50:43AM MAYBE, WILL, TALK US THROUGH THAT.
10:50:47AM >> THANK YOU.
10:50:48AM I THINK THIS HAS BEEN IN PROCESS IN ANTICIPATION OF THE
10:50:53AM OPENING OF THE PARK -- MENTIONED WE'RE READY TO GO BASED ON
10:51:00AM THE EXECUTION OF THIS AGREEMENT SO YOU GET THE PARK OPEN.
10:51:04AM I BELIEVE EVERYTHING HAS BEEN CHECKED.
10:51:05AM EVERYTHING IS IN PLACE.
10:51:06AM CLEANING IS IN PROCESS.
10:51:09AM IF WE NEED TO PRORATE OR WHATEVER ON THE OPENING DATE, WE'RE
10:51:12AM CERTAINLY WILLING TO DO THAT.
10:51:14AM JUST WANT TO BE ABLE TO DO THIS PROPERLY WITH THE PROPER
10:51:19AM INSURANCES AND COVERAGE IN PLACE.
10:51:21AM WAITING FOR A GO FROM THE GROUP.
10:51:23AM >>Vice-Mayor Zalucki: THANK YOU.
10:51:24AM IT'S ON THE RECORD THAT THEY WILL PRORATE TO THE DAY OF
10:51:27AM OPENING.
10:51:28AM THAT'S GREAT.

10:51:30AM THANK YOU VERY MUCH.
10:51:30AM ONE OTHER LITTLE DETAIL, ALL OUT-OF-POCKET EXPENSES
10:51:34AM INCLUDING OPERATING EXPENSES OF THE RIVER PARK YOU'LL BE
10:51:37AM REIMBURSED FOR.
10:51:38AM DO YOU HAVE ANY EXAMPLES OF WHAT THAT WOULD LOOK LIKE, WILL?
10:51:40AM JUST OUT OF CURIOSITY.
10:51:42AM >> YEAH.
10:51:43AM ABSOLUTELY.
10:51:43AM IT IS THE SAME LANGUAGE REALLY IN THE OTHER AGREEMENT.
10:51:48AM WE'RE ENGAGING WORKING WITH CLEANING SERVICES TO DO THAT.
10:51:55AM SAY THEY RUN OUT OF BATH TISSUE AND HAVE TO RUN AND BUY IT,
10:52:02AM IT'S NOMINAL ITEMS.
10:52:02AM IT'S NOTHING SUBSTANTIAL TO THE CAPITAL -- IT'S OPERATING.
10:52:03AM IN THIS PARTICULAR PASSIVE PARK, IT MAY BE A PICKER TO PICK
10:52:07AM UP GARBAGE, THINGS ALONG THAT LINE.
10:52:09AM NOTHING INSURMOUNTABLE.

10:52:13AM PROBABLY LESS THAN $50.
10:52:15AM >>Vice-Mayor Zalucki: THANK YOU.
10:52:15AM THE LAST QUESTION I HAVE IS ACTUALLY AN OBSERVATION.
10:52:18AM ON THE CALL-OUTS OF THE SCOPE OF EXHIBIT A, UNDER RESTROOMS
10:52:23AM AND FACILITY, IT DOESN'T ADDRESS UNLOCKING AND LOCKING THE
10:52:27AM FACILITY DAILY.
10:52:28AM I THINK IT MIGHT NOT BE A BAD IDEA TO ADD THAT BECAUSE
10:52:32AM RESTROOMS HAVE TO BE OPEN WHEN THE PARK IS OPEN.
10:52:35AM THEY HAVE TO BE LOCKED UP AT THE END OF THE DAY WHEN THE

10:52:37AM PARK IS LOCKED.
10:52:38AM JUST A SMALL DETAIL YOU MIGHT WANT TO CONSIDER ADDING.
10:52:44AM >> I BELIEVE -- THERE WILL BE SOMEBODY OPENING UP AND
10:52:47AM CLOSING THE GATE.
10:52:48AM >>Vice-Mayor Zalucki: IT'S NOT CALLED OUT HERE.
10:52:50AM EVERYTHING ELSE IT.
10:52:51AM THANK YOU VERY MUCH, WILL.
10:52:52AM APPRECIATE THAT.
10:52:55AM >>Mayor Ribble: COUNCILMAN HUNT.
10:52:57AM >>Jeff Hunt: FIRST, GREAT TO SEE THIS GOING FROM CONCEPT TO
10:53:00AM EXECUTION AND NOW DOWN TO THE NUTS AND BOLTS.
10:53:02AM THANK YOU TO THE VICE-MAYOR FOR POINTING SOME OF THOSE OUT.
10:53:06AM I'M NOT SUGGESTING CHANGING TODAY, BUT I'M NOT A FAN OF A
10:53:09AM FEW TIMES A DAY.
10:53:11AM I'D LIKE A SPECIFIC NUMBER OF TIMES YOU'LL BE CHECKING
10:53:14AM BATHROOMS IN THE CONTRACT.
10:53:16AM I DON'T THINK LEAVING IT FUZZY IS A GOOD IDEA.
10:53:21AM >> I'M SURE KEMPER WILL PROVIDE A DELIVERY SCHEDULE, WHEN
10:53:24AM THEIR STAFF WILL BE OUT THERE OPENING THE GATES, WALKING THE
10:53:26AM SITE, MAKING SURE THE RESTROOMS ARE CLEAN.
10:53:28AM I DON'T THINK THAT IS A PROBLEM AT ALL.
10:53:31AM >>Jeff Hunt: IF RESIDENTS OR VISITORS HAVE ANY PROBLEMS
10:53:33AM WHILE ON THE FACILITY, ARE THERE GOING TO BE SIGNS TO
10:53:36AM IDENTIFY WHO TO CALL, AND WILL IT BE KEMPER OR THE VILLAGE?
10:53:39AM >> I'LL ALLOW YOU TO ANSWER THAT, WILL, BECAUSE I DO NOT

10:53:42AM KNOW THAT ANSWER.
10:53:44AM >> GREAT QUESTION.
10:53:45AM IN OTHER PASSIVE PARKS LIKE THIS WE OPERATE -- WE PREFER TO
10:53:54AM HANDLE IT, THAT IT COME TO US BECAUSE IT IS A
10:53:56AM SEVEN-DAY-A-WEEK FACILITY.
10:53:58AM GOES TO THE VILLAGE AND NOBODY THERE IN THE EVENING OR
10:54:00AM WEEKEND, WE CAN ESTABLISH A HOT LINE NUMBER ESSENTIALLY TO
10:54:04AM CALL AND IF THEY REPORT ANY ISSUES, WHETHER IT BE FOR PHONE
10:54:07AM CALLS OR TEXTING.
10:54:08AM REGARDING -- YES, WE CAN GET THAT SIGNAGE IN PLACE.
10:54:14AM REGARDING THE OPENING AND THE SCOPE OF THE NUMBER OF VISITS,
10:54:17AM WILL WILL OUTLINE THAT.

10:54:20AM ALSO INSTITUTING ELECTRONIC OR A DIGITAL PLATFORM THAT WILL
10:54:25AM TRACK WHEN OUR PEOPLE CHECK IN, BE ABLE TO TAKE PICTURES OF
10:54:29AM ANYTHING THAT GOES ON, AND WE'LL BE ABLE TO GENERATE THE
10:54:32AM REPORT AND SUPPLY IT TO THE VILLAGE AT WHATEVER INTERVALS TO
10:54:37AM DECIDE WHETHER IT WILL BE WEEKLY OR MONTHLY SHOWING THE
10:54:39AM TIMES WE WERE THERE AND THE WORK THAT WAS DONE THROUGHOUT
10:54:42AM THE SCOPE OF THIS WORK.
10:54:46AM >>Jeff Hunt: WORK CHART WISE.
10:54:47AM IS THERE A SINGLE POINT OF CONTACT BETWEEN YOUR
10:54:51AM ORGANIZATION, KEMPER AND THE VILLAGE.
10:54:52AM ONE ON ONE, REGULAR CONTACT OR OPEN?
10:54:57AM >> JOHN, OUR ON-SITE MANAGER OVER AT THE SPORTS PARK WILL
10:55:03AM HAVE OVERSIGHT ON THIS ALONG WITH THE ADDITIONAL PAYROLL

10:55:07AM NEEDED TO BE ABLE TO DO THIS.
10:55:09AM AT THIS POINT, IN THIS PARTICULAR INSTANCE, WE'VE BEEN
10:55:12AM ENGAGING WITH DAVE WILLEMS FOR ANY ISSUES AS WE ALIGN THE
10:55:19AM OPERATIONS, IF THERE'S ANYBODY ELSE THAT NEEDS TO BE ON THAT
10:55:22AM LOOP OR DIRECTED TO, CERTAINLY CAN MODIFY THAT.
10:55:27AM >>Jeff Hunt: THANK YOU.
10:55:28AM >>Mayor Ribble: ANY OTHER QUESTIONS ON AMENDMENT 1 OR
10:55:32AM AMENDMENT 2?
10:55:32AM SEEING NONE, COULD I HAVE A MOTION TO ACCEPT THE FIRST AND
10:55:37AM SECOND.
10:55:38AM >>Carol Sacco: FOR THE RECORD, WE HAVE NO PUBLIC COMMENT AND
10:55:42AM NO E-COMMENT ON EITHER ITEM.
10:55:43AM >>Mayor Ribble: THANK YOU.
10:55:44AM MAY I HAVE A MOTION FOR AMENDMENT 1 AND AMENDMENT 2?
10:55:46AM THANK YOU, COUNCILMAN HUNT.
10:55:49AM AND SECONDED BY COUNCILMAN LOPEZ.
10:55:51AM PLEASE CALL THE ROLL.
10:55:55AM >>Jeff Hunt: AYE.
10:55:57AM >>Jon McLain: AYE.
10:55:59AM >>Lori Fayhee: AYE.
10:56:01AM >>Rafael Lopez: AYE.
10:56:02AM >>Vice-Mayor Zalucki: AYE.
10:56:02AM >>Mayor Ribble: AYE.
10:56:06AM >>Steven Sarkozy: MAYOR, IF I MAY, I'M HEARING THAT WE WANT
10:56:08AM THIS PARK OPEN AS SOON AS WE CAN.

10:56:11AM >> YES.
10:56:11AM >>Steven Sarkozy: AS SOON AS WE CAN RESOLVE THE INSURANCE
10:56:14AM AND THE OPERATIONAL ISSUES WITH VIESTE AND KEMPER, WE'LL GET
10:56:18AM THAT DONE, PROBABLY WITHIN A COUPLE OF WEEKS AT MOST.
10:56:23AM >>Mayor Ribble: THE VILLAGE WILL BE HAPPY TO HEAR.
10:56:26AM VERY HAPPY TO HEAR.
10:56:28AM WE'LL MAKE THAT ANNOUNCEMENT I'M SURE WHEN IT'S APPROPRIATE.
10:56:31AM THANK YOU.

10:56:32AM >> THANK YOU, WILL.
10:56:33AM >> THANK YOU.
10:56:34AM >>Mayor Ribble: THANK YOU, WILL.
10:56:35AM ALL RIGHT.
10:56:38AM ITEM 6 I, SPORT PARK PHASE 1 CONTRACT CHANGE NUMBER 25029.
10:56:54AM >>Steven Sarkozy: AS WE'RE MOVING FORWARD WITH THE
10:56:55AM DEVELOPMENT OF THE SPORTS PARK, WE'RE DOING THAT DEVELOPMENT
10:56:57AM IN PHASES.
10:56:58AM IT'S TOO BIG OF A PROJECT FOR US TO TACKLE ALL AT ONCE.
10:57:02AM AS WE WORK THROUGH THIS, THERE ARE ADDS TO CERTAIN PHASES OR
10:57:08AM REPOSITIONING OF PROJECTS FROM ONE PHASE TO ANOTHER.
10:57:12AM AND THAT'S THE CASE IN BOTH CASES FOR THIS ACTION BEFORE
10:57:17AM COUNCIL.
10:57:18AM AGAIN, I'D LIKE TO TURN IT OVER TO MICHAEL COMPARATO AND
10:57:22AM TRENTON GASKINS FOR PRESENTATION.
10:57:25AM >>Mayor Ribble: WELCOME AGAIN.
10:57:26AM >>Michael Comparato: THANK YOU.

10:57:28AM GOOD TO BE BACK.
10:57:28AM ARE WE GETTING TIRED YET?
10:57:30AM GOOD.
10:57:31AM TO STEVE'S POINT, WE HAVE A LOT OF ACTIVITY GOING ON.
10:57:36AM EXCUSE THE RASPY VOICE TODAY.
10:57:38AM A LOT OF ACTIVITY GOING ON AND WE THOUGHT IT WOULD BE A GOOD
10:57:41AM IDEA, ESPECIALLY BEFORE BREAK, TO ANSWER ANY QUESTIONS, MAKE
10:57:44AM SURE COUNCIL IS AS BRIEFED AS POSSIBLE AS TO WHAT THE
10:57:48AM ACTIVITY LOOKS LIKE, WHERE WE ARE, VIS-A-VIS THE PROJECT
10:57:53AM SCHEDULE AND HOW THE PIECES FIT TOGETHER.
10:57:55AM TRENTON WILL COME IN DETAIL TO TALK ABOUT THE SPECIFIC
10:57:59AM CHANGE ORDER REQUEST FOR THE PHASE ONE COMPONENT OF THE
10:58:02AM PROJECT.
10:58:05AM BUT TO STEVE'S POINT, THIS IS ALL SOMEWHAT INTERRELATED,
10:58:08AM OBVIOUSLY, AS THINGS HAVE CHANGED AND THINGS HAVE EVOLVED
10:58:11AM OVER A PERIOD OF TIME.
10:58:13AM LET'S START WITH THE MAINTENANCE FACILITY PORTION JUST NORTH
10:58:17AM OF THE ENTERTAINMENT CAMPUS.
10:58:20AM AS YOU MAY RECALL, THE ORIGINAL COUNTY MAINTENANCE BUILDING
10:58:23AM WAS LITERALLY RIGHT IN THE WAY OF THE NEW MAIN ENTRANCE INTO
10:58:26AM THE SPORTS PARK.
10:58:28AM SO OUR FIRST ORDER OF BUSINESS WAS TO RELOCATE A NEW
10:58:31AM FACILITY FOR THE COUNTY TO THE NORTH, CLOSER TO THE REC
10:58:34AM CENTER AND OPEN UP THE PROPERTY WHERE IT PREVIOUSLY STOOD.
10:58:38AM THAT PROJECT IS NOW COMPLETE.

10:58:42AM THE COUNTY HAS RELOCATED INTO THE NEW FACILITY AS AN
10:58:47AM OCCUPANCY PERMIT.
10:58:48AM IF YOU HAVE DRIVEN UP AND DOWN VIA COCONUT, YOU'LL KNOW THAT
10:58:51AM THE OLD BUILDING IS NOW GONE, AS YOU CAN SEE HERE IN THIS

10:58:54AM IMAGE.
10:58:55AM HAPPY TO REPORT THAT THIS PROJECT WAS COMPLETED ON SCHEDULE
10:58:59AM AND WELL UNDER BUDGET.
10:59:02AM TRENTON WILL GET MORE INTO THAT HERE IN A LITTLE BIT.
10:59:06AM PLEASED TO REPORT THAT THAT PHASE OF THE PROJECT WAS DONE,
10:59:12AM COMPLETED VERY SUCCESSFULLY.
10:59:15AM THE SECOND COMPONENT IS OUR ENTERTAINMENT CAMPUS, WHICH YOU
10:59:18AM SEE ON THE FAR LEFT-HAND SIDE OF THE IMAGE HERE.
10:59:22AM THAT IS THE FARTHEST WESTERN PORTION OF HUNDRED-ACRE CAMPUS.
10:59:26AM THIS IS A RELATIVELY DATED IMAGE.
10:59:28AM THE MAINTENANCE FACILITY POPPED BACK UP AGAIN, AS YOU CAN
10:59:31AM TELL, BUT WRIGHT CONSTRUCTION IS WELL THROUGH THE
10:59:36AM ENTERTAINMENT CAMPUS AND IS CURRENTLY ON SCHEDULE TO
10:59:39AM COMPLETE THIS FALL.
10:59:40AM WITH ALL OF THE WORK THERE YOU CAN SEE THE PARKING LOT SOUTH
10:59:43AM OF HIGH 5, TAKING SHAPE.
10:59:45AM IT'S FURTHER ADVANCED AS WE SIT TODAY.
10:59:47AM YOU CAN SEE THE FOUNDATION WORK COMPLETED BY HIGH 5.
10:59:50AM I'LL PUT A PIN IN HIGH 5 FOR A SECOND BECAUSE WE HAVE AN
10:59:53AM ENTIRE TEAM THAT WILL TALK TO YOU FROM HIGH 5 HERE DURING
10:59:56AM THE WORKSHOP.

10:59:57AM I WON'T BELABOR THAT POINT.
10:59:59AM BUT THE ENTERTAINMENT CAMPUS WELL UNDERWAY.
11:00:07AM AGAIN, WELL, WELL UNDER BUDGET, SIGNIFICANTLY UNDER BUDGET
11:00:10AM IN THIS CASE, MORE SO THAN THE MAINTENANCE BUILDING DID.
11:00:14AM PHASE 1 CONSTRUCTION, AS YOU CAN SEE, SUFFOLK IS MOVING VERY
11:00:18AM AGGRESSIVELY WITH ALL OF THE SITE WORK.
11:00:19AM YOU CAN SEE THE LAKE IN THE UPPER RIGHT-HAND CORNER OF THE
11:00:22AM IMAGE NOW VIRTUALLY COMPLETE.
11:00:24AM YOU CAN BEGIN -- IT'S VERY DIFFICULT TO GET ON-SITE TODAY.
11:00:29AM HAVE TO BE CHAUFFEURED AND ESCORTED THROUGH THE CAMPUS TODAY
11:00:33AM BY SUFFOLK.
11:00:34AM THERE IS A LOT OF ACTIVITY THERE AND RATHER DANGEROUS FOR
11:00:37AM THE PEDESTRIAN, IF YOU WILL.
11:00:38AM BUT A SIGNIFICANT AMOUNT OF ACTIVITY.
11:00:40AM THE PARKING LOT TO THE FAR NORTH IS BEING FORMED.
11:00:43AM THE MAIN ENTRY POINT, THE PEANUT ROUNDABOUT IS BEING FORMED
11:00:48AM AS WE SPEAK.
11:00:49AM THE SPINE ROAD IS TAKING SHAPE.
11:00:51AM SO PHASE 1 ACTIVITY IS ALSO GOING VERY WELL.
11:00:55AM WE HAVE NO NEGATIVE EFFECTS AT ALL ON SCHEDULE AT THIS
11:01:00AM POINT, AGAIN, FOR A FALL COMPLETION DELIVERY FOR PHASE 1.
11:01:04AM TO STEVE'S EARLIER POINT ABOUT EVOLVING AND CHANGING SCOPE,
11:01:12AM YOU MAY RECALL THAT INITIALLY WE ENTERED INTO A
11:01:15AM PRECONSTRUCTION AGREEMENT WITH SUFFOLK CONSTRUCTION TO
11:01:18AM DESIGN AN ENTIRE SPORTS PARK ALL THE WAY THROUGH TO THE

11:01:21AM FOOTBALL STADIUM, INCLUDING NEW BASEBALL, SOFTBALL DIAMONDS,
11:01:25AM EXTENDING SPORTS PARK BOULEVARD ALL THE WAY FROM VIA COCONUT
11:01:27AM DOWN TO WILLIAMS THROUGH THE CAMPUS, ET CETERA, ET CETERA.
11:01:30AM WITH CONFORMANCE TO OUR C.I.P. BUDGET CONSTRAINTS, WE OVER
11:01:37AM THE PAST SEVERAL MONTHS HAD TO MODIFY OUR CONCEPT PLAN, IF
11:01:41AM YOU WILL, FOR PHASE 2.
11:01:43AM TO REDUCE THE NUMBER OF ELEMENTS IN PHASE 2 AND CONDENSE ALL
11:01:47AM OF THE WORK THAT WE HAD ANTICIPATED INTO ONE ADDITIONAL
11:01:50AM PHASE.
11:01:50AM SO WHAT WE'RE DOING WITH PHASE 2 NOW WITH THE SUFFOLK DESIGN
11:01:55AM TEAM AND WITH SUFFOLK CONSTRUCTION AND PRE-CON IS ZEROING IN
11:01:59AM ON A $27 MILLION SCOPE FOR PHASE 2, WHICH ALL IS HIGHLIGHTED
11:02:05AM IN THE SHADED PINK AREA.
11:02:09AM WE'LL LEAVE BASEBALL, SOFTBALL IN PLACE FOR THE INDEFINITE
11:02:12AM FUTURE.
11:02:13AM WE WON'T GO SOUTH OF THIS KIND OF COLORED IN AREA THAT YOU
11:02:16AM SEE WRAPPED AROUND THE DRIVING RANGE AND THE ENTERTAINMENT
11:02:22AM CAMPUS TO THE LEFT.
11:02:23AM TWO OF THE FLEX FIELDS ARE CURRENTLY IDENTIFIED TO BE
11:02:26AM INCLUDED IN THE PHASE TWO SCOPE.
11:02:29AM THE THIRD MOST EASTERN FIELD WILL BE NATURAL GRASS AREA,
11:02:32AM FLATTENED FOR USE, BUT NOT COMPETITIVELY.
11:02:35AM THE EVENT LAWN AND THE AREA AROUND THE EVENT LAWN WILL BE
11:02:40AM COMPLETED TO A CERTAIN LEVEL THAT WILL BE COMMENSURATE WITH
11:02:43AM WHAT WE WANT TO ACCOMPLISH IF WE HAVE PUBLIC EVENTS, VILLAGE

11:02:47AM EVENTS AND OTHERS IN THE AREA, BUT NOT LITERALLY TO THE FULL
11:02:50AM EXTENT THAT HAS BEEN ANTICIPATED IN THE LONG-TERM PROJECT.
11:02:54AM IN PHASE TWO, WE'RE ALSO INCORPORATING THE INCLUSION OF THE
11:02:59AM EXISTING PARKING LOT NORTH OF THE BASEBALL/SOFTBALL DIAMONDS
11:03:03AM THAT IS THERE TODAY.
11:03:05AM THAT'S WHERE WE HAD THE HIGH 5 GRAND OPENING.
11:03:08AM WE'RE GOING TO KEEP THAT LOT IN PLACE.
11:03:10AM WE'LL IMPROVE IT AND RESURFACE IT TO A CERTAIN EXTENT SO
11:03:14AM THAT IT LOOKS FINISHED LIKE THE REST OF THE CAMPUS.
11:03:16AM BUT THIS ALLOWS US TO HAVE AN ENTIRE SPORTS PARK AT AN
11:03:21AM OPERATING LEVEL AND GIVING US AS A VILLAGE THE TIME TO CURE
11:03:26AM ADDITIONAL CIP RESOURCES TO BALANCE OUT AND COMPLETE THE
11:03:31AM CAMPUS IN THE LONG-RANGE FUTURE.
11:03:33AM ALL OF THIS WRAPS AROUND THE DRIVING RANGE, WHICH WE'VE
11:03:36AM TALKED ABOUT.
11:03:37AM IF YOU REMEMBER IN SUFFOLK'S SCOPE, WE WILL GET HANDED THE
11:03:42AM EXISTING POP WARNER FIELDS FOR ADAPTIVE REUSE TO A DRIVING
11:03:47AM RANGE THIS AUGUST, THAT BY OPENING UP THE NEW FIELDS,
11:03:52AM PROVIDING FIELD OF PLAY FOR SOME OF OUR YOUTH GROUPS THAT
11:03:55AM ARE THERE THROUGH THE COUNTY AGREEMENTS JUST NORTH OF THE
11:03:58AM FOOTBALL STADIUM.
11:03:58AM SO THE FINAL PIECE OF THE PUZZLE, IF YOU WILL, ALLOWS US TO

11:04:02AM PROCEED WITH THE DRIVING RANGE PROJECT AS WELL AS WE'RE
11:04:06AM BEGINNING TO REFORM THAT.
11:04:07AM THAT'S JUST KIND OF A QUICK OVERVIEW OF HOW ALL OF THIS, ALL

11:04:13AM THESE PUZZLE PIECES ARE COMING TOGETHER, WHERE THEY STAND.
11:04:16AM OBVIOUSLY A LOT OF WORKING GOING ON, VERY COMPLEX WITH A LOT
11:04:20AM OF DIFFERENT CONTRACTORS IN PLACE AND A LOT OF MOVING PARTS
11:04:22AM AND PIECES TO GET EVERYTHING DONE.
11:04:25AM GOOD NEWS IS OVERALL FROM A PROJECT PERSPECTIVE, WE'RE VERY
11:04:29AM CONFIDENT THAT EVERYTHING THAT COUNCIL HAS APPROVED FOR US
11:04:32AM TO DO, BOTH IN SCHEDULE AND IN ALLOCATION OF CAPITAL FOR
11:04:37AM THIS PROJECT IS BOTH ON TIME AND WITHIN THE AMOUNT OF BUDGET
11:04:41AM FUNDS APPROVED AND ALLOCATED BY COUNCIL.
11:04:44AM WE'RE EXCITED ABOUT THAT.
11:04:45AM WITH THAT OVERVIEW, I'LL LET TRENTON COME IN AND GIVE YOU
11:04:48AM THE EXPLICIT DETAIL ON THIS AGENDA ITEM AND SPECIFIC CHANGE
11:04:52AM ORDER REQUEST FOR SUFFOLK FOR PHASE 1.
11:04:59AM >> I'LL START WITH THE FUN PART, WHICH IS SCHEDULE.
11:05:02AM WHAT YOU SEE ON YOUR SCREEN HERE IS A CONSOLIDATED SCHEDULE
11:05:04AM FOR THE MAINTENANCE FACILITY, ENTERTAINMENT CAMPUS, THE HIGH
11:05:07AM 5 PROJECT, AS WELL AS THE PHASE 1 OF THE SPORTS PARK.
11:05:11AM YOU'LL NOTICE THAT THE MAINTENANCE FACILITY IS COMPLETED.
11:05:16AM LEE COUNTY HAS ACTUALLY MOVED INTO THE NEW ONE AND PRIOR ONE
11:05:19AM HAS BEEN DEMO'D.
11:05:21AM THE ENTERTAINMENT CAMPUS IS ACTUALLY AHEAD OF SCHEDULE IN
11:05:25AM REGARDS TO THEIR DELIVERY.
11:05:27AM THEY ARE PLANNING TO DELIVER A FEW OF THE SITE PARCELS THAT
11:05:29AM ARE IN CLOSE PROXIMITY FROM HIGH 5, FROM LAY-DOWN AREA AND
11:05:34AM SITE-PREP AREA.

11:05:35AM AND THEY ARE ALSO UNDER BUDGET.
11:05:36AM REALLY GOOD OUTCOME IN REGARDS TO THAT.
11:05:39AM IN REGARDS TO THE HIGH 5, THEIR SCHEDULE HAS BEEN DELAYED
11:05:43AM SLIGHTLY DUE TO THE FACT THAT WE SEPARATED THE CONSTRUCTION
11:05:46AM PACKAGES FROM A FOUNDATION PACKAGE TO VERTICAL CONSTRUCTION
11:05:50AM PACKAGE AND HAD TO CLOSE OUT PHASE ONE BOTH FROM A TECHNICAL
11:05:54AM PERSPECTIVE AND BANKING PERSPECTIVE TO CLOSE OUT THOSE
11:05:56AM PERMITS AND MOVE FORWARD.
11:05:57AM HOWEVER, FROM A START DATE, I KNOW THE FIRST QUESTION YOU'LL
11:06:00AM ASK ME, WE PLAN TO HAVE HIGH 5 OUT THERE GOING VERTICAL ON
11:06:04AM JUNE 22 OR THEREABOUTS.
11:06:07AM MIGHT BE TWO OR THREE DAY, YOU KNOW, PLUS OR MINUS.
11:06:09AM AT THE END OF THE DAY, THAT IS THE CURRENT EXPECTED START
11:06:12AM DATE FOR HIGH 5.
11:06:14AM NOW, FROM A DELIVERY PERSPECTIVE, THE OPERATOR IS PLANNING
11:06:16AM TO DO, TYPICAL RETAILERS DO THIS AROUND THE WORLD, CALLED A
11:06:20AM SOFT OPENING AND A GRAND OPENING.
11:06:21AM THEY ARE EXPECTING THE SOFT OPENING TO BE FEBRUARY 1st

11:06:24AM WITH A MORE GRAND OPENING AT THE END OF FEBRUARY.
11:06:28AM THE PURPOSE OF THIS IS TO HAVE VIPs COME IN AND KIND OF
11:06:31AM IRON OUT ALL OF THE THINGS THAT COULD BE AN ISSUE FOR THE
11:06:35AM GRAND OPENING.
11:06:36AM THE SPORTS PARK PHASE 1A, THAT PROJECT IS ON SCHEDULE AS
11:06:42AM WELL.
11:06:42AM THAT IS EXPECTING TO BE DELIVERED NOVEMBER OF 2026.

11:06:50AM I ALSO PUT PHASE 2.
11:06:51AM THIS IS A VERY HIGH-LEVEL ESTIMATE IN REGARDS TO WHAT WE
11:06:54AM THINK IS GOING TO HAPPEN.
11:06:55AM WE CAN PROBABLY PULL SOME OF THE DESIGN WORK AHEAD.
11:06:58AM I WANTED TO SHOW YOU WORST-CASE SCENARIO SO I DON'T HAVE TO
11:07:00AM COME BACK UP HERE AND DELIVER BAD NEWS.
11:07:03AM WE'RE EXPECTING A START DATE FOR THAT FOR FEBRUARY OF 2027
11:07:08AM FROM A DESIGN PERSPECTIVE, AND A CONSTRUCTION START IN
11:07:14AM 8/19/2027.
11:07:18AM QUESTIONS ON THE SCHEDULE BEFORE I MOVE FORWARD?
11:07:20AM MIKE GAVE YOU AN UPDATE IN REGARDS TO THE HOLISTIC
11:07:30AM CONSTRUCTION STATUS UPDATES.
11:07:31AM I AM GOING TO BE PROVIDING THROUGH THIS SLIDE AN UPDATE FROM
11:07:34AM A DESIGN PERSPECTIVE.
11:07:35AM THE SUFFOLK CONSTRUCTION HAS BEEN MOBILIZED ON-SITE SINCE
11:07:40AM JANUARY.
11:07:40AM LDO HAS ONLY RECENTLY BEEN APPROVED OVER THE LAST WEEK OR
11:07:45AM SO.
11:07:45AM SO THERE ARE CHANGES ON BOTH SIDES.
11:07:47AM CHANGES DIRECTED FROM THE VILLAGE OF ESTERO, AND THERE ARE
11:07:49AM SOME CHANGES, SLASH, ERRORS AND OMISSIONS FROM THE
11:07:52AM CONTRACTOR'S SIDE.
11:07:53AM I'LL NARRATE THE HIGH LEVEL CHANGES ON THE LEFT-HAND SIDE OF
11:07:56AM THE SCREEN AND THE COMMERCIALS ARE SHOWN ON THE RIGHT.
11:07:58AM THE FIRST CHANGE IS THAT WE CHANGE FROM A FIVE-PHASE DESIGN

11:08:02AM AND CONSTRUCTION PROGRAM TO A TWO-PHASE DESIGN.
11:08:05AM NOW, THE EFFECT OF THIS IS THAT THE ENTIRE UTILITY
11:08:08AM INFRASTRUCTURE NETWORK WITH ALL OF THEIR LOOPS HAD TO BE
11:08:10AM REDESIGNED.
11:08:12AM THE OUTCOME WAS THAT SOME OF THE INFRASTRUCTURE, THE BUILT
11:08:14AM FORM PIPES THAT GO INTO THE GROUND WERE PUSHED INTO PHASE
11:08:17AM ONE BECAUSE NOW WE'RE ONLY DOING TWO PHASES INSTEAD OF FIVE.
11:08:21AM SMALL CHANGE.
11:08:22AM WASN'T A HUGE COMMERCIAL EFFECT, BUT IT WAS ONE OF THE
11:08:24AM CHANGES THAT DID AFFECT THE PROJECT FROM A COMMERCIAL
11:08:28AM PERSPECTIVE.
11:08:28AM THE BIG CHANGE, THE UNDERGROUND UTILITIES.
11:08:31AM THERE IS AN ERROR AND OMISSION FROM THE DESIGNER OF SUFFOLK
11:08:35AM CONSTRUCTION.

11:08:35AM DRAINAGE WAS UNDER DESIGN, SO THE PIPES WERE TOO SMALL.
11:08:39AM WE HAD TO GO WITH BIGGER PIPES.
11:08:40AM BIGGER PIPES MEAN MORE MONEY.
11:08:43AM VAST MAJORITY OF THE OVERAGE, $860,000.
11:08:47AM THERE ARE A FEW OTHER ADDITIONAL CHANGES DURING THE DESIGN
11:08:50AM PROCESS, ADDING EV CHARGERS, ADDING A DESIGN ELEMENT TO SOME
11:08:54AM OF THE LIGHTING THAT'S AROUND US, AS WELL AS MINOR CHANGES
11:08:58AM TO LANDSCAPING, IRRIGATION AND BOLLARDS.
11:09:00AM SUBSTANTIAL SAVING IN REGARDS TO THE SCREEN WALL.
11:09:04AM THERE WAS A PRIVACY WALL WITH THE RESIDENTS AT THE
11:09:08AM NORTHWESTERN PART OF THE PROJECT.

11:09:09AM THAT GOT CHANGED FROM A CONCRETE BARRIER TO MORE OF AN
11:09:13AM ALUMINUM FENCE.
11:09:14AM SUBSTANTIAL SAVINGS THERE.
11:09:15AM AGAIN, THE CONTRACTOR DID WORK WITH US OVER THE PAST TWO TO
11:09:19AM THREE MONTHS TO TRY TO GET THIS DOWN.
11:09:21AM THE GOAL FROM EVERYONE WAS TO GET THIS DOWN TO ZERO.
11:09:24AM WE JUST COULDN'T GET IT THERE FROM A MATHEMATICAL
11:09:29AM PERSPECTIVE.
11:09:29AM HOLISTIC COMMERCIAL EFFECT OF THE CHANGES IS ABOUT $432,000.
11:09:33AM ANY QUESTIONS BEFORE I MOVE FORWARD?
11:09:40AM >>Jon McLain: SINCE I'M GETTING AN EV VEHICLE, SO I'M GLAD
11:09:44AM TO SEE YOU ARE INCLUDING THOSE IN THERE, WE'RE GOING TO
11:09:47AM SPEND THE MONEY TO PUT THEM IN.
11:09:48AM IS THERE A REVENUE STREAM THAT WE HAVE OFF OF THOSE?
11:09:52AM >> THERE WILL BE.
11:09:52AM THAT IS RIGHT.
11:09:53AM THEY WILL BE OWNED AND OPERATED BY THE VILLAGE OF ESTERO.
11:09:55AM THERE WILL BE A COMMERCIAL AGREEMENT WITH THE ACTUAL
11:09:59AM FABRICATOR AND INSTALLER AND YOU WOULD GET A PORTION OF THE
11:10:02AM REVENUE THAT WOULD COME BACK.
11:10:03AM >>Jon McLain: WHAT IS THE NORMAL RETURN?
11:10:05AM IS IT BASED ON USAGE OR JUST PAY A FLAT FEE MONTHLY TO US?
11:10:09AM >> I'M NOT AWARE OF THE COMMERCIAL IMPACT.
11:10:12AM I'M HAPPY TO COME BACK AND ADVISE YOU OF THAT.
11:10:15AM I DON'T THINK WE'RE THERE YET.

11:10:16AM RIGHT NOW WE HAVE TO GET THEM PURCHASED AND INSTALLED AND
11:10:19AM GET A SERVICE AGREEMENT TO MAKE SURE WHATEVER THAT PROFIT
11:10:22AM SPLIT WOULD BE.
11:10:22AM I DON'T WANT TO MISSPEAK.
11:10:24AM >>Mayor Ribble: ALSO ON THAT LINE, DO YOU KNOW WHAT LEVEL
11:10:26AM CHARGER YOU'RE GOING TO INSTALL?
11:10:29AM >> YES, THEY ARE LEVEL 2 CHARGERS, WHICH ARE NOT SLOW.
11:10:33AM THEY ARE NOT THE HIGHEST SPEED.
11:10:35AM NOT THE LOWEST SPEED.
11:10:37AM IT'S THE MIDDLE OF THE ROAD.

11:10:39AM ANY QUESTIONS BEFORE I CONTINUE?
11:10:45AM BUDGETARY PERSPECTIVE.
11:10:47AM THERE IS AN OVERAGE, $400,000 WILL INCREASE THE HARD COST
11:10:51AM GUARANTEED MAXIMUM PRICE FOR SUFFOLK CONSTRUCTION.
11:10:54AM HOWEVER, WE HAVE ALWAYS PLANNED FOR THIS.
11:10:55AM THE REASON THAT WE'VE -- BASICALLY THE LEFT-HAND COLUMN WAS
11:11:01AM THE ORIGINAL PHASE ONE BUDGET THAT WE PRESENTED TO COUNCIL.
11:11:04AM WE RECEIVED APPROVAL OF THE HARD COST GMP NUMBER ONLY.
11:11:09AM 19.5 SHOWN AT THE TOP.
11:11:11AM WE'VE ALWAYS ALLOCATED FOR ARCHITECTURAL ENGINEERING AND
11:11:14AM LEGAL.
11:11:14AM I CALL IT AN OWNER CONTINGENCY, ESSENTIALLY A VILLAGE
11:11:18AM CONTINGENCY FOR A TOTAL CONSTRUCTION COST, OR TOTAL PROJECT
11:11:21AM COST OF $21.6 MILLION.
11:11:24AM THE INTERNAL BUDGET WE'RE WORKING WITH IS 22.

11:11:28AM HOWEVER, THIS IS THE ORIGINALLY PLANNED PROJECT COSTS.
11:11:33AM YOU'LL NOTICE ON THE COLUMN ON THE RIGHT, THE BOTTOM NUMBER
11:11:35AM HAS NOT CHANGED.
11:11:36AM THAT BUDGET IS STILL AT 21.62, AND THE ONLY TWO NUMBERS THAT
11:11:40AM HAVE CHANGED IS THE HARD COST CONTINGENCY HAS GONE UP FROM
11:11:43AM 19.5 TO 19.9.
11:11:46AM AND THE CONTINGENCY HAS GONE DOWN BY THAT SAME AMOUNT.
11:11:50AM >>Robert Eschenfelder: JUST FOR THE RECORD, I DID NOT GET
11:11:52AM $292,000.
11:11:54AM [LAUGHTER]
11:11:54AM I'LL TAKE IT IF --
11:12:00AM >> ABOVE AND BEYOND THAT, I WANTED TO HIGHLIGHT, WE HAVE AN
11:12:03AM ADJACENT PROJECT THAT MIKE BROUGHT UP BEFORE, THE
11:12:05AM ENTERTAINMENT CAMPUS.
11:12:06AM IF YOU GUYS REMEMBER, WHEN WE CAME UP HERE LAST, WE APPROVED
11:12:09AM THE GMP AND DID A LOT OF DESIGN CHALLENGES.
11:12:12AM FROM A VALUE ENGINEERING PERSPECTIVE, WE TOOK OUT PARKING.
11:12:15AM THOSE CHANGES WILL IN THEORY RESULT IN APPROXIMATELY
11:12:18AM ANYWHERE FROM 1 MILLION TO 1 MILLION AND A HALF DOLLAR
11:12:21AM SAVINGS TO EITHER BE PUSHED FORWARD TO PHASE TWO OR THE GOLF
11:12:25AM DRIVING RANGE, WHICH IS OUR PREFERENCE.
11:12:28AM I KNOW FROM A POLITICAL PERSPECTIVE YOU GUYS WANT TO GET
11:12:30AM STARTED ON THAT AS SOON AS POSSIBLE.
11:12:31AM BUT THOSE FUNDS CAN BE REALLOCATED TO THAT PROJECT TO HELP
11:12:34AM EXPEDITE THE DESIGN AND CONSTRUCTION OF THAT.

11:12:37AM QUESTIONS OR COMMENTS?
11:12:41AM >>Mayor Ribble: ANY OTHER QUESTIONS?
11:12:42AM GLAD TO SEE IT'S MOVING ALONG.
11:12:47AM THANK YOU FOR KEEPING THOSE COSTS EQUAL.
11:12:50AM NOTHING ELSE?
11:12:54AM ALL RIGHT.

11:12:58AM >>Carol Sacco: THERE IS NO PUBLIC COMMENT AND NO -- THERE
11:13:02AM WAS ONE E-COMMENT AND YOU GOT THAT YESTERDAY.
11:13:04AM >>Mayor Ribble: YES, WE DID.
11:13:05AM IN THAT CASE, CAN WE HAVE A MOTION FOR CHANGE ORDER NUMBER 1
11:13:12AM FOR THE CONTRACT?
11:13:12AM COUNCILMAN McLAIN AND SECONDED BY COUNCILMAN LOPEZ.
11:13:18AM WOULD YOU PLEASE CALL THE ROLL?
11:13:21AM >>Rafael Lopez: AYE.
11:13:23AM >>Lori Fayhee: AYE.
11:13:24AM >>Jon McLain: AYE.
11:13:26AM >>Jeff Hunt: AYE.
11:13:27AM >>Vice-Mayor Zalucki: AYE.
11:13:28AM >>Mayor Ribble: AYE.
11:13:29AM MOVING ON TO ITEM 7A, THE SECOND READING FOR APPROVAL OF
11:13:36AM ORDINANCE NUMBER 2026-05, THE ANNUAL CAPITAL IMPROVEMENT
11:13:43AM PROGRAM.
11:13:43AM MADAM CLERK, HAS THE ORDINANCE BEEN PROPERLY ADVERTISED?
11:13:46AM >>Carol Sacco: YES, MAYOR.
11:13:47AM >>Mayor Ribble: WOULD YOU READ THE ORDINANCE, PLEASE?

11:13:50AM >>Carol Sacco: ORDINANCE NUMBER 2026-05, AN ORDINANCE OF THE
11:13:53AM VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING
11:13:56AM THE ANNUAL CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR
11:14:00AM 26-27; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY,
11:14:04AM CODIFICATION, AND AN EFFECTIVE DATE.
11:14:05AM >>Mayor Ribble: THANK YOU.
11:14:06AM STEVE, WOULD YOU INTRODUCE THIS PLEASE?
11:14:08AM >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
11:14:11AM THIS IS THE CAPITAL IMPROVEMENT PROGRAM PORTION OF OUR
11:14:17AM ANNUAL BUDGET.
11:14:18AM WHAT WE DO EACH YEAR IS PROCESS THE C.I.P.
11:14:21AM THE C.I.P. IN PARALLEL WITH THE OPERATING BUDGET.
11:14:25AM THEY COME TOGETHER IN SEPTEMBER FOR A COMPLETE BUDGET
11:14:31AM PACKAGE.
11:14:31AM WE ARE ASKING YOUR APPROVAL OF THIS PACKAGE TODAY SO THAT IT
11:14:37AM CAN BE INCLUDED THEN IN THE PRELIMINARY BUDGET THAT YOU'LL
11:14:41AM GET FOR THE JULY 2nd MEETING.
11:14:43AM THIS IS THE SAME CAPITAL IMPROVEMENT PROGRAM THAT YOU'VE
11:14:47AM SEEN IN THE PAST.
11:14:50AM YOU'VE SEEN WHERE WE DO HAVE ONE DESK PACKET ITEM AND ISSUES
11:14:57AM RAISED, OF COURSE, BY RESIDENTS ABOUT THE NEED FOR DREDGING
11:15:03AM OF THE ESTERO RIVER.
11:15:04AM THAT PERMITTING PROCESS IS A NEW FACT THAT'S COME FORWARD
11:15:10AM SINCE WE ORIGINALLY PREPARED THE C.I.P. AND THAT THE STATE
11:15:15AM PERMITTING FOR THE DREDGING OF THE RIVER HAS BEEN APPROVED.

11:15:22AM THE ONLY PERMIT REQUIRED YET IS THE CORPS OF ENGINEERS
11:15:25AM PERMITS, WHICH ARE EXPECTED SOMETIME IN THE NEXT 6 TO 9

11:15:30AM MONTHS.
11:15:30AM I WOULD BRING THAT FORWARD TO YOU NOW WITH A REQUEST THAT
11:15:36AM YOU MODIFY THIS C.I.P. THAT'S BEEN DISCUSSED.
11:15:42AM BECAUSE AS YOU KNOW, WE HAVE SAFETY CONCERNS ON THE RIVER.
11:15:48AM SAFETY CONCERNS NOT ONLY FOR PEOPLE THAT ARE USING THE RIVER
11:15:53AM AND END UP IN BOATS, GETTING STRANDED OR CONSTRICTING THE
11:16:00AM FLOW WAY THROUGH THERE SO THAT THE BOATS COME IN CONTACT, OR
11:16:06AM CLOSE PROXIMITY TO THE KAYAKERS AND PADDLEBOARDERS.
11:16:10AM BUT ALSO A SAFETY ISSUE WITH REGARD TO THE CAPACITY OF THE
11:16:16AM RIVER SHOULD WE HAVE A MAJOR STORM EVENT.
11:16:20AM THE ESTERO RIVER IS A BEAUTIFUL RIVER, BUT IT'S ALSO A MAJOR
11:16:25AM FLOW WAY FOR OUR STORM SYSTEM.
11:16:30AM IF THE WATER CAN'T GET OUT, IT'S ONLY GOING TO END UP
11:16:34AM FLOODING SOME OF THOSE ADJOINING COMMUNITIES.
11:16:36AM ON PAGE 15 OF 19 IN THE C.I.P., WE LISTED THE ESTERO RIVER
11:16:49AM SEDIMENT REMOVAL PROJECT WEST OF U.S. 41 AS A $2 MILLION
11:16:57AM EXPENSE.
11:16:58AM AND WHAT WE'D LIKE TO DO IS EITHER -- WELL, TO RECOMMEND
11:17:01AM THAT YOU PUT THAT INTO THE FUNDED CATEGORY AND THEN WE WOULD
11:17:06AM COME BACK AND MODIFY AND PROBABLY DROP OUT A PROJECT THAT
11:17:11AM WE'LL LET YOU KNOW ABOUT IN SEPTEMBER WHEN YOU DO THE FINAL
11:17:14AM BUDGET.
11:17:15AM SO THE TOTAL EFFECT ON THE BUDGET IS NET NEUTRAL, BUT IT

11:17:23AM JUST PUTS ONE PROJECT UP AND BUMP ANOTHER PROJECT BACK OR
11:17:27AM RESTRICT THE AMOUNT OF MONEY THAT'S USED IN OTHER PROJECTS.
11:17:30AM WHAT WE DO THROUGHOUT THE YEAR IS MODIFY THE C.I.P. BASED ON
11:17:39AM NEW INFORMATION.
11:17:39AM AND THIS IS CERTAINLY ONE OF THOSE CONDITIONS WHICH WE WOULD
11:17:43AM RECOMMEND CONSIDERATION BY THE COUNCIL IN THAT REGARD.
11:17:47AM >>Mayor Ribble: WE'VE HAD MULTIPLE OPPORTUNITIES TO SEE THIS
11:17:52AM AND OPPORTUNITIES TO DISCUSS THIS THROUGH BRIEFINGS.
11:17:55AM DOES COUNCIL HAVE ANY QUESTIONS WITH THIS ADDITION OR ANY
11:17:59AM OTHER FURTHER QUESTIONS TO THE C.I.P.?
11:18:04AM >>Jeff Hunt: I WOULD LIKE TO PUT IN RECORD THAT I'M IN
11:18:07AM SUPPORT OF THIS ADDITION FOR PUBLIC SAFETY, IMPROVED
11:18:11AM NAVIGATIONAL ACCESS, GREATER PUBLIC USE AND CERTAINLY FOR
11:18:16AM STORMWATER MANAGEMENT.
11:18:18AM >>Mayor Ribble: THANK YOU, COUNCILMAN.
11:18:20AM ANY OTHER QUESTIONS OR COMMENTS?
11:18:21AM IS THERE ANY PUBLIC COMMENT?
11:18:23AM >>Carol Sacco: WE HAVE ONE PUBLIC COMMENT AND WE HAD ONE
11:18:26AM E-COMMENT YESTERDAY.
11:18:27AM JANET O'HARA, REPRESENTING HER BOARD OF DIRECTORS.
11:18:35AM >>Mayor Ribble: WELCOME, JANET.
11:18:36AM >> THANK YOU.
11:18:37AM THANK YOU FOR LETTING ME SPEAK TODAY.
11:18:40AM THIS IS WHAT I PLANNED TO SAY.

11:18:43AM THIS IS WHAT I'M GOING TO SAY.

11:18:46AM THANK YOU.
11:18:50AM IT IS VERY EXCITING TO BE HERE AND HEAR ALL THE THINGS THAT
11:18:53AM YOU'RE DOING ON BEHALF OF THE RIVER.
11:18:57AM SPECIAL THANKS TO STEVE SARKOZY AND DAVID WILLEMS WHO HAVE
11:19:01AM BEEN SHEPHERDING THIS ALONG WITH THE COUNCIL FOR YEARS.
11:19:05AM SO THANK YOU VERY MUCH.
11:19:06AM IT WAS VERY EXCITING TO SIT HERE TODAY AND HEAR ABOUT HOW
11:19:13AM THE SEPTIC TO SEWER PROGRAM IS ACTUALLY TAKING PLACE.
11:19:18AM THE FUNDING HAS BEEN FOUND FOR THE THREE MOST SERIOUS
11:19:21AM NEIGHBORHOODS THAT HAVE CONTRIBUTED NEGATIVELY TO WATER
11:19:25AM QUALITY.
11:19:27AM AND THAT DIFFERENCE IS GOING TO -- IT'S GOING TO BE A VERY
11:19:31AM BIG DIFFERENCE IN WATER QUALITY.
11:19:32AM AND THEN I BELIEVE YOU'RE GOING TO TAKE A VOTE ABOUT THE
11:19:39AM SPOT DREDGING AND INCLUDING THAT IN THE C.I.P.
11:19:43AM AND I THANK YOU FOR THAT.
11:19:44AM IT IS GREAT FUN TO ENVISION THE FUTURE OF ESTERO.
11:19:50AM AND I THANK YOU FOR THAT EFFORT AND WORK YOU PUT INTO DOING
11:19:55AM THAT.
11:19:55AM THE VALUE OF A HEALTHY, NAVIGABLE RIVER, RUNNING THROUGH OUR
11:20:02AM VILLAGE CANNOT BE OVERSTATED.
11:20:04AM THANK YOU.
11:20:06AM >>Mayor Ribble: THANK YOU.
11:20:07AM ANYONE ELSE?
11:20:10AM >>Carol Sacco: THERE'S NO MORE.

11:20:11AM >>Mayor Ribble: ALL RIGHT.
11:20:12AM IN THAT CASE, COULD WE HAVE A MOTION FOR THE APPROVAL OF THE
11:20:15AM ANNUAL CAPITAL IMPROVEMENT PLAN?
11:20:17AM COUNCILMAN HUNT AND SECONDED BY COUNCILMAN McLAIN.
11:20:22AM WILL YOU PLEASE CALL THE ROLL?
11:20:26AM >>Steven Sarkozy: FOR CLARITY, DOES THAT INCLUDE THE RIVER
11:20:30AM --
11:20:30AM >>Mayor Ribble: YES, THE MODIFICATION, YES.
11:20:34AM THANK YOU FOR CLARIFYING THAT.
11:20:36AM >>Jeff Hunt: AYE.
11:20:38AM >>Jon McLain: AYE.
11:20:40AM >>Lori Fayhee: AYE.
11:20:43AM >>Rafael Lopez: AYE.
11:20:43AM >>Vice-Mayor Zalucki: AYE.
11:20:44AM >>Mayor Ribble: AYE.
11:20:45AM THANK YOU.
11:20:47AM NEXT, WE WILL GO BACK TO THE ITEM WITH PUBLIC COMMENT ON
11:20:52AM NON-AGENDA ITEMS.
11:20:53AM DO WE HAVE ANYONE WHO WISHES TO SPEAK?
11:20:56AM >>Carol Sacco: NO, MAYOR, WE HAVE NONE.

11:20:57AM >>Mayor Ribble: WE DO NOT.
11:20:58AM THANK YOU.
11:21:00AM ALL RIGHT.
11:21:00AM IN THAT CASE, WE WILL GO TO COUNCIL COMMUNICATIONS.
11:21:07AM DOES ANYONE HAVE ANYTHING FOR THE GOOD OF THE VILLAGE?

11:21:09AM I WANT TO REMIND EVERYBODY THAT OUR NEXT MEETING WILL BE A
11:21:17AM CHANGE OF DATE.
11:21:17AM IT WILL BE THURSDAY, JULY 2.
11:21:21AM I WANT TO REMIND THE COUNCIL PEOPLE HERE THAT OUR FORM 1 IS
11:21:26AM DUE BY JULY 1st.
11:21:28AM MAKE SURE YOU GET THAT DONE AND IN TO CAROL.
11:21:32AM >>Steven Sarkozy: REGARDING THAT, THE JULY 2 DATE, THAT'S
11:21:35AM THURSDAY, NOT WEDNESDAY, OF COURSE.
11:21:37AM AND WHAT WE WOULD DO IS GET THE AGENDA OUT NO LATER THAN
11:21:40AM MONDAY AFTERNOON ON THE 29th AT 5:00.
11:21:45AM >>Mayor Ribble: THANK YOU, STEVE.
11:21:46AM MR. ESCHENFELDER, DO YOU HAVE ANYTHING FOR US?
11:21:53AM >>Robert Eschenfelder: NO, MA'AM.
11:21:53AM >>Mayor Ribble: MR. SARKOZY, ANYTHING ELSE?
11:21:55AM >>Steven Sarkozy: NO, NOTHING.
11:21:56AM >>Mayor Ribble: WE WILL ADJOURN THE REGULAR MEETING AND GO
11:21:59AM ON TO THE WORKSHOP.
11:22:00AM THE FIRST WORKSHOP ITEM, OVERVIEW OF COMMUNITY DEVELOPMENT
11:22:06AM FEE SCHEDULE UPDATE PERTAINING TO BUILDING PERMITTING AND
11:22:11AM INSPECTIONS.
11:22:12AM STEVE, WOULD YOU INTRODUCE THIS?
11:22:16AM >>Steven Sarkozy: AS A RESULT OF CHANGES IN STATE STATUTE,
11:22:24AM IT'S MADE NECESSARY FOR US TO CHANGE OUR FEE SCHEDULE FOR
11:22:27AM PERMITTING -- BUILDING PERMITS AND INSPECTIONS.
11:22:32AM WE'RE TALKING ABOUT TRYING TO DO A NET ZERO MODIFICATION

11:22:38AM JUST TO REFLECT A DIFFERENT FORMULA.
11:22:40AM I'LL LEAVE THE COMPLICATED DISCUSSIONS OF THE DETAILS HERE
11:22:45AM TO MARY GIBBS AND MICHAEL MANNING.
11:22:48AM MICHAEL, OF COURSE, IS THE ASSISTANT COMMUNITY DEVELOPMENT
11:22:50AM DIRECTOR, ASSISTANT CITY MANAGER WORKING WITH MARY ON THIS
11:22:55AM ITEM.
11:22:55AM WELCOME, MICHAEL, AND WALK US THROUGH THE CHANGES.
11:22:57AM >>Mayor Ribble: GOOD MORNING, MICHAEL.
11:22:59AM I THINK IT'S STILL MORNING, RIGHT?
11:23:01AM >> IT IS.
11:23:02AM I'LL BE QUITE BRIEF.
11:23:04AM WE'RE GOING TO BRING BACK A LOT MORE INFORMATION TO YOUR
11:23:06AM JULY MEETING.
11:23:07AM THIS ITEM IS SPECIFICALLY JUST TO INFORM YOU THAT DUE TO
11:23:11AM SOME CHANGES WITH STATE LAW, WE HAVE TO MAKE UPDATES TO THE
11:23:15AM BUILDING PERMITTING AND INSPECTION FEE SCHEDULE.

11:23:17AM AS YOU MAY RECALL, THE VILLAGE LAST UPDATED ITS FEES IN
11:23:22AM SEPTEMBER OF 2025.
11:23:23AM UNFORTUNATELY, DUE TO A LAW THAT WAS APPROVED BY THE
11:23:25AM GOVERNOR IN MAY OF '26 AND BECOMES EFFECTIVE IN JULY OF '26
11:23:30AM WE HAVE TO MAKE ADJUSTMENTS TO THOSE.
11:23:31AM THE NEW LEGISLATION REQUIRES LOCAL GOVERNMENTS TO REVISE HOW
11:23:35AM CERTAIN PERMIT AND INSPECTION FEES ARE CALCULATED AND
11:23:39AM ADMINISTRATED.
11:23:40AM STAFF REVIEWED CURRENT FEE SCHEDULE AND IDENTIFIED SEVERAL

11:23:43AM CHANGES NECESSARY TO MAINTAIN COMPLIANCE WITH STATE
11:23:45AM REQUIREMENTS AS WELL AS SOME CHANGES THAT CAN BE MADE TO
11:23:47AM MORE ACCURATELY RECOVER COSTS ASSOCIATED WITH PROVIDING
11:23:52AM THOSE PERMITS AND INSPECTIONS.
11:23:53AM THE PRIMARY CHANGE IS THE REMOVAL OF PERMIT FEES BASED ON
11:23:56AM THE ICC BUILDING VALUATION DATA.
11:24:00AM AND THE IMPLEMENTATION OF A STANDARDIZED FEE STRUCTURE WILL
11:24:03AM REPLACE THOSE.
11:24:05AM STAFF WILL ALSO PROPOSE UPDATES TO CERTAIN FLAT RATE PERMIT
11:24:08AM FEES TO BETTER ALIGN WITH THE VILLAGE'S ACTUAL COSTS.
11:24:11AM THAT INCLUDES THINGS LIKE THE ACTUAL PLAN REVIEW, THE
11:24:14AM PERMITTING, THE INSPECTIONS AND ADMINISTRATIVE PROCESSING.
11:24:16AM THE REVISED FEE METHODOLOGY IS INTENDED TO ENSURE THAT FEES
11:24:21AM REMAIN COST BASED AND DO NOT EXCEED THE VILLAGE'S ACTUAL
11:24:25AM EXPENSES IN PROVIDING THESE SERVICES.
11:24:27AM THESE CHANGES ARE BEING MADE PRIMARILY TO COMPLY WITH STATE
11:24:30AM LAW WHILE MAINTAINING THE VILLAGE'S COST RECOVERY MODEL.
11:24:34AM STAFF ANTICIPATES A NEAR NET ZERO IMPACT AND WILL CONTINUE
11:24:38AM MONITORING PERMIT REVENUES AND EXPENDITURES FOLLOWING
11:24:40AM IMPLEMENTATION IN CASE WE NEED TO MAKE ADJUSTMENTS.
11:24:42AM WITH THAT, I'M HAPPY TO ANSWER ANY OTHER QUESTIONS.
11:24:45AM OTHERWISE WE'LL BRING BACK THE METHODOLOGY AT THE NEXT
11:24:47AM MEETING.
11:24:47AM >>Mayor Ribble: ANY QUESTIONS?
11:24:48AM WE'LL WAIT TO SEE WHAT YOU BRING BACK.

11:24:52AM THANK YOU.
11:24:52AM OUR NEXT ITEM, YES, ANXIOUSLY AWAITING A PRESENTATION BY
11:25:03AM HIGH 5.
11:25:09AM >>Steven Sarkozy: COUNCIL MEMBERS, WHILE THEY BRING THE
11:25:13AM PRESENTATION UP, I'D LIKE TO TURN IT OVER AGAIN TO MICHAEL
11:25:15AM COMPARATO TO INTRODUCE THE TEAM HERE FROM HIGH 5.
11:25:20AM IMPORTANTLY, WE'RE ANTICIPATING NOT ONLY THIS PRESENTATION
11:25:25AM BUT AN ONGOING SET OF PRESENTATIONS REGARDING AS WE GET
11:25:32AM CLOSER TO THE OPENING, THE PROGRAMMING, THE OPERATIONS AND
11:25:35AM ALL THE DETAILS SO THAT BASICALLY YOU'RE FULLY INFORMED ON
11:25:39AM HOW THIS IS DEVELOPING AS THEIR PROJECT GOES VERTICAL.
11:25:43AM YOU'VE ALREADY HEARD THAT THEY ARE GOING TO START NEXT WEEK

11:25:47AM OR SHORTLY THEREAFTER, SOMETIME IN THAT TIME FRAME, AS THEY
11:25:51AM RESOLVE ALL OF THEIR COMPLEX CONTRACTING AND FINANCIAL
11:25:55AM ISSUES.
11:25:56AM BUT WE'RE EXCITED TO SEE NOW THE PROGRAM ACTUALLY COME INTO
11:25:59AM FOCUS.
11:25:59AM WITH THAT MICHAEL, IF YOU WOULD.
11:26:02AM >>Michael Comparato: MAYOR AND COUNCIL, PROMISE THIS IS THE
11:26:05AM LAST TIME YOU HAVE TO PUT UP WITH ME.
11:26:07AM REALLY PLEASED AND EXCITED, IF YOU REMEMBER THE LAST
11:26:11AM MEETING, WE TALKED ABOUT GETTING SCOTT AND HIS TEAM HERE
11:26:14AM BEFORE YOU GO ON BREAK SO YOU CAN LEAVE WITH A DEEP
11:26:17AM UNDERSTANDING AS TO NOT JUST WHAT'S HAPPENING WITH
11:26:19AM CONSTRUCTION, WHICH WE'VE SEEN DWELL ON BUT SOME OF THE

11:26:23AM EXCITING WORK THAT'S BEING DONE FROM A MARKETING AND
11:26:25AM OPERATIONAL PLANNING PERSPECTIVE THAT YOU'LL SEE TODAY IN
11:26:28AM THIS WORKSHOP.
11:26:29AM A LOT OF YOU AT THE GROUND BREAKING HAVE MET SCOTT EMLEY
11:26:33AM BEFORE.
11:26:34AM HE HAS HIS TEAM HERE.
11:26:35AM I'LL LET HIM INTRODUCE THE BALANCE OF THE OWNERSHIP AND
11:26:37AM MANAGEMENT TEAM AT HIGH 5.
11:26:40AM WE'RE TRULY EXCITED ABOUT WHAT YOU'RE GOING TO SEE TODAY.
11:26:44AM I THINK YOU'LL BE VERY EXCITED AS WELL.
11:26:52AM >> I'VE LOST THESE BEFORE.
11:26:54AM >>Mayor Ribble: GLAD TO HAVE YOU BACK.
11:26:55AM GOOD TO HAVE YOU BACK.
11:26:56AM THANK YOU.
11:26:57AM >> THANK YOU, MAYOR.
11:26:58AM THANK YOU, VICE-MAYOR.
11:27:00AM THANK YOU, COUNCIL.
11:27:01AM ON BEHALF OF HIGH 5 AND ESPECIALLY FOR MY PARTNERS HERE,
11:27:03AM JENNY EMLEY, BRAD AND CARRIE LITTLE, WHO ALSO REPRESENT OUR
11:27:07AM MANAGEMENT TEAM.
11:27:08AM WE'RE REALLY GLAD TO BE HERE.
11:27:10AM IT'S BEAUTIFUL THIS TIME OF YEAR.
11:27:12AM WE EXTENDED OUR DAY.
11:27:15AM GOT HERE ON MONDAY JUST TO MAKE SURE WE COULD MAKE IT IN
11:27:18AM TIME FOR THIS MEETING.

11:27:19AM THE PURPOSE OF TODAY IS TO GIVE YOU A VISION OF WHAT HAPPENS
11:27:24AM OVER THE NEXT SEVERAL MONTHS AS WE PREPARE FOR OPENING.
11:27:30AM IT'S EXCITING TO SEE A BUILDING COMING TO LIFE AND COMING TO
11:27:33AM CONSTRUCTION.
11:27:33AM I HAVE TO BE CAREFUL BECAUSE I'VE SEEN PHASE USED SEVERAL
11:27:39AM TIMES IN THIS MEETING.
11:27:39AM SO I'M GOING TO TRY AND CHANGE MY VERNACULAR AND NOT CALL IT
11:27:42AM PHASE 2.

11:27:43AM BUT WE'LL CALL IT THE LAUNCH PHASE OF HIGH 5.
11:27:45AM I THINK YOU HAVE SOME OF THESE SLIDES BEFORE YOU.
11:27:47AM SO SOME OF THE CAT IS OUT OF THE BAG.
11:27:50AM AGAIN, THE PURPOSE OF THE PRESENTATION IS TO GO THROUGH THE
11:27:54AM CAMPAIGN AND THEN THE LAUNCH AND THEN HOW CONSTRUCTION WHICH
11:27:56AM WAS PRESENTED BY TRENTON, HOW THAT BACKS UP WHAT WE'RE
11:28:00AM SHOWING TODAY.
11:28:01AM THE CAMPAIGN IS STARTING NOW.
11:28:02AM I'LL SHOW SOME OF THAT TO YOU TODAY THAT IS LIVE AND
11:28:07AM AVAILABLE.
11:28:08AM BUT THERE'S REALLY TWO PIECES OF THAT AND THEY ARE BROKEN UP
11:28:12AM INTO A QUARTER.
11:28:12AM JUNE, JULY, AUGUST, SEPTEMBER, OCTOBER, NOVEMBER.
11:28:18AM DECEMBER AND JANUARY IS WHEN THE HIRING REALLY STARTS TO
11:28:21AM COME INTO FOCUS.
11:28:22AM I WANT TO GET OFF OF TALKING ABOUT THE CONSTRUCTION PORTIONS
11:28:25AM OF WHAT REPRESENTS, WHAT WE'LL CALL A CERTIFICATE OF

11:28:28AM OCCUPANCY.
11:28:29AM WE FOCUS ON WHAT WE'LL CALL A SERIES OF SOFT OPENINGS REALLY
11:28:35AM SUPPORTED BY THE VILLAGE AND THEIR STAFF BECAUSE WE GO
11:28:40AM LOCKSTEP WITH SAFETY FIRST, BUT ALSO WE'RE HELPING TO TRAIN
11:28:44AM OUR STAFF SO THAT WHEN WE DO HAVE OUR GRAND OPENING, THAT
11:28:47AM IT'S THE BEST GRAND OPENING.
11:28:50AM WE HAVE SEEN FIVE STARS IN EVERYTHING WE DO.
11:28:53AM THAT'S NORMAL FOR OUR INDUSTRY BECAUSE IT'S NOT JUST HIGH 5.
11:28:57AM IN FACT, SOME ZONING WHERE DID THE 5 COME FROM.
11:29:00AM IT'S OBVIOUS, IT'S A HIGH 5.
11:29:02AM THERE'S REALLY MULTIPLE BUSINESSES IN ONE.
11:29:04AM AND TO GET TO PULL ALL THOSE OFF, A LOT OF COORDINATION
11:29:07AM OCCURS.
11:29:08AM SO WE'LL TALK ABOUT THAT IN THIS WORKSHOP FOR THE PHASED
11:29:13AM CONSTRUCTION, SOFT AND GRAND OPENING.
11:29:15AM THIS IS A VISION FROM VIA COCONUT.
11:29:17AM SO LET'S DO THE FUN VISIONS FIRST.
11:29:20AM YOU MAY HAVE SEEN SOME OF OUR RENDERINGS IN THE PAST.
11:29:23AM SO THIS IS REALLY AS YOU'RE PULLING ALONG VIA COCONUT
11:29:27AM OVERLOOKING THE TWO 18-HOLE MINIATURE GOLF COURSES AS WELL
11:29:31AM AS THE COVERED OUTDOOR PICKLEBALL COURTS.
11:29:34AM WHAT YOU SEE IN THE BACK HERE, AND ACTUALLY I CAN POINT UP
11:29:39AM HERE, YOU SEE THAT LARGE WHAT LOOKS LIKE A PAINTING.
11:29:43AM ACTUALLY AN LED WALL.
11:29:45AM THERE IS AN LED WALL THAT COULD BE PROMOTING WHAT IS

11:29:48AM HAPPENING ON-SITE, IF THERE IS A U.S. OPEN TOURNAMENT, BUT
11:29:50AM ALSO DURING SOCIAL, IT COULD BE SHOWING PERHAPS SOME OF THE
11:29:55AM BETTER FOOTBALL TEAMS IN FLORIDA VERSUS IN TEXAS.
11:29:59AM [LAUGHTER]

11:29:59AM SORRY.
11:30:01AM BUT ALSO YOU SEE THE OUTDOOR BAR SPACE AS WELL.
11:30:06AM INDOOR OUTDOOR BAR THAT CONNECTS HIGH 5 WITH THE ESTERO
11:30:12AM PICKLEBALL CLUB.
11:30:13AM EXCITING ACTIVATION CENTERED AROUND THE FOOD AND BEVERAGE
11:30:17AM COMPONENT.
11:30:18AM TWO 18-HOLE MINIATURE GOLF COURSES, AND THAT'S REALLY
11:30:22AM EXCITING, BECAUSE IT GIVES US THE OPPORTUNITY TO NOT ONLY
11:30:24AM SIMULTANEOUSLY SERVE THE PUBLIC WHO HAS, IF ANYBODY IS LIKE
11:30:29AM ME, WE'RE ALL OUR OWN CUSTOMERS.
11:30:32AM THAT'S ONE OF THE BEST PARTS, IS EVERYBODY CAN IMMEDIATELY
11:30:34AM RELATE TO OUR PRODUCT BECAUSE THEY HAVE BEEN THERE, THEY
11:30:36AM HAVE BEEN A PARENT OR THEY HAVE BEEN A PARENT OF A BIRTHDAY
11:30:39AM PARTY, IF THEY HOSTED A CORPORATE EVENT.
11:30:42AM IN THE CASE OF HAVING TWO COURSES, WE'RE ABLE TO, WHAT I'LL
11:30:44AM CALL, SELL OUT A COURSE TO AN EVENT, BUT STILL KEEP ANOTHER
11:30:48AM COURSE OPEN FOR THE WALK-IN TRAFFIC, WHICH IS SUPER
11:30:51AM IMPORTANT FOR THE VILLAGE.
11:30:52AM NOBODY IS MORE FRUSTRATED COMING IN AND THEN REALIZING
11:30:58AM SOMETHING IS SOLD OUT.
11:30:59AM WE'LL HAVE THE CALUSA COURSE AND COCONUT COURSE FOCUSING ON

11:31:02AM THE GREAT HISTORY OF ESTERO AND THE VILLAGE.
11:31:05AM THIS IS A VISUAL OF THE ENTRANCE VIA SPORTS PARK BOULEVARD.
11:31:10AM WHAT IS EXCITING FOR THIS, I RECALL PRESENTING A VERSION OF
11:31:15AM OUR EXTERIOR, AND IT WAS MET WITH, YEAH, THAT'S GOOD, BUT IT
11:31:19AM LOOKS LIKE A BOX.
11:31:20AM I'M EXCITED TO SAY THIS IS THE RENDERING INFLUENCED BY THIS
11:31:25AM TEAM THAT HAS SOME OF THE MORE AESTHETIC INTELLIGENT
11:31:29AM ARCHITECTURE THAT CAME FROM THE WISDOM OF THIS COUNCIL.
11:31:32AM SO A VERY WELCOMING AND, IN FACT, NOW THAT I'M LOOKING WHERE
11:31:36AM THE SPORTS PARK IS, THIS WOULD ACTUALLY BE A VISION FROM THE
11:31:39AM FIELDS OF WHAT YOU COULD SEE ACROSS THE ROUNDABOUT TO THE
11:31:42AM HIGH 5 ENTRANCE.
11:31:44AM THIS IS A VISUAL OF THE INDOOR AND OUTDOOR BAR YET TO BE
11:31:49AM NAMED.
11:31:49AM RIGHT NOW, WE'RE CALLING IT THE INDOOR OUTDOOR BAR.
11:31:52AM BUT A FEW NAMES HAVE COME UP AND THEY HAVE BEEN SHOT DOWN.
11:31:55AM VERY EXCITING BECAUSE IT'S AN INDOOR OUTDOOR ACTIVATION, AND
11:31:59AM YOU CAN SEE IT TIES TOGETHER ALL THE ATTRACTIONS WITHIN HIGH
11:32:02AM 5.
11:32:02AM THE OUTDOOR AND INDOOR PICKLEBALL.
11:32:06AM ON THE OTHER SIDE IS EVENT SPACE AND OUR BOWLING, AND THEN
11:32:09AM TO THE LEFT OF THAT GRAPHIC IS TWO 18-HOLE MINIATURE GOLF
11:32:15AM COURSES.
11:32:16AM GLIMPSE OF THE INSIDE AND THIS IS SOMETHING WE APPRECIATED
11:32:18AM THIS TIME WHILE WE WERE HERE.

11:32:20AM I THINK THERE IS A MISNOMER IN THE STATE OF TEXAS THAT OIL
11:32:23AM MADE THE STATE GREAT.
11:32:25AM IT'S THE AIR-CONDITIONER.
11:32:26AM AMEN.
11:32:27AM SO I WAS GOING FOR A WALK THIS MORNING AND REALIZING HOW
11:32:31AM HUMID IT IS.
11:32:32AM NICE TO BE OUTSIDE, BUT, SHOOT, VERY NICE TO BE INSIDE.
11:32:35AM THAT'S ONE OF THE NICE THINGS.
11:32:36AM I DON'T THINK THERE'S ANYTHING QUITE LIKE THIS WHERE WE HAVE
11:32:38AM SUCH A SPORTS AND ENTERTAINMENT LOCATION WITH THIS KIND OF
11:32:43AM AMENITY WHERE YOU CAN GO INSIDE OR OUTSIDE AND CONGREGATE IN
11:32:46AM A FUN AND ACTIVATED AREA.
11:32:48AM THE INDOOR COURTS, ONE THING I WANT TO POINT OUT BEFORE IT
11:32:52AM COMES UP IS SAFETY AND ALSO THE EXPERIENCES ARE OUR PRIMARY
11:32:57AM FOCUS.
11:32:57AM THERE ARE SOME NETTINGS MISSING FROM THIS FOR THE RENDERING.
11:33:01AM SO YOUR BALLS ARE NOT GOING TO FLY EVERYWHERE LIKE THEY
11:33:04AM WOULD ON A BASKETBALL COURT.
11:33:06AM FOR THE PURPOSE OF SHOWING ACTIVATION OF THE INDOOR COURTS,
11:33:09AM YOU CAN GET A FEEL OF THE SIX COURTS AND REALLY HOW THEY
11:33:13AM WILL BE AIR CONDITIONED AND A LOT OF FUN.
11:33:16AM ONE THING IS EXCITING ABOUT HAVING INDOOR COURTS, THE
11:33:20AM SEASONALITY OF PICKLEBALL, BOWLING IS 365/24/7.
11:33:28AM PICKLEBALL, ESPECIALLY IN FLORIDA, THERE IS A SEASONALITY
11:33:31AM BECAUSE MANY OF THE COURTS ARE OUTDOORS.

11:33:33AM DRIVING AROUND US, WE SEE SEVERAL OF THE COURTS EMPTY.
11:33:36AM THAT'S BECAUSE THEY ARE NOT COVERED.
11:33:38AM WHICH WITH YOUR SUPPORT, WE'RE COVERING THEM.
11:33:40AM THEY ARE NOT INDOORS.
11:33:41AM IN THIS CASE, WE HAVE MULTIPLE SEASONS FOR THOSE THAT ARE
11:33:44AM STAYING IN ESTERO DURING THE SUMMER MONTHS.
11:33:47AM PLUS THOSE THAT ARE VACATIONING.
11:33:52AM AS WE'RE AN ENTERTAINMENT COMPANY, WE HAVE ACCESS TO A LOT
11:33:54AM OF DIFFERENT, CALL THEM HEIGHTENED AMENITIES.
11:33:58AM ONE OF THEM IF YOU CAN IMAGINE BOWLING HAS NEON, BUT DMX
11:34:05AM LIGHTING AND EXCITEMENT THAT OCCURS.
11:34:07AM WHITE LIGHTS ON FOR LEAGUE BOWLERS, BUT TEN MINUTES OF EVERY
11:34:10AM HOUR I THINK IS HOW WE PROGRAMMED IT, WE HAVE THE EXCITEMENT
11:34:13AM OF WHAT WE'LL CALL COSMIC BOWLING.
11:34:16AM THAT TECHNOLOGY CAN BE APPLIED HERE ON THE PICKLEBALL COURTS
11:34:21AM INDOOR.
11:34:21AM WE HAVE SEEN THIS, SOME OF YOU HAVE MAYBE EXPERIENCED
11:34:24AM SOMETHING LIKE THIS AT SOME OF THE PICKLEBALL COURTS WHERE
11:34:27AM THEY TAKE A NIGHT, THEY ACTUALLY LINE THE COURTS AND THEY'LL
11:34:30AM PUT BLACK LIGHTS REMOTE BLACK LIGHTS ON THEM.
11:34:34AM QUITE LARGE SUM OF MONEY, YOU'RE ENJOYING NEON FOR A NIGHT.
11:34:38AM THIS IS SOMETHING WE CAN DO WITH THE FLICK OF A SWITCH

11:34:41AM BECAUSE OF OUR SUPPLIERS.
11:34:42AM YOU CAN IMAGINE THE FUN OF PLAYING IN THIS DARKENED ROOM
11:34:46AM WITH GLOWING AND LED, BUT IMAGINE THE BIRTHDAY PARTIES.

11:34:49AM AND FOR THOSE JUST GETTING USED TO PICKLEBALL, HAVING THIS
11:34:54AM KIND OF EXPERIENCE.
11:34:55AM AGAIN, RIGHT AROUND THE BLOCK FOR US.
11:34:57AM WE DO THIS ALL THE TIME.
11:34:58AM WE'RE ALSO GOING TO HAVE AN ESTERO PICKLEBALL CLUB PRO SHOP.
11:35:03AM THIS IS EXCITING BECAUSE WITH OUR PARTNERSHIP, WE HAVE
11:35:07AM ESTERO LOGOS AND BRANDS THAT WE'RE GOING TO BE PUTTING ON
11:35:12AM SHIRTS IN ADDITION TO THE ESTERO PICKLEBALL CLUB SHIRTS.
11:35:15AM THIS IS ALSO WHERE OUR PROS ARE GOING TO BE RESIDING.
11:35:19AM SO NOT ONLY IS IT A PLACE THAT PEOPLE CAN GO, WE'RE VERY BIG
11:35:23AM ON NOT JUST BUILDING AN ATTRACTION BUT PROGRAMMING TO THE
11:35:26AM HILT, NOT JUST FOR ANYBODY, MAYBE A SELF-PROCLAIMED PRO OR A
11:35:30AM PRO, BUT SOMEBODY THAT ACTUALLY IS TRYING TO LEARN THE
11:35:33AM SPORT.
11:35:34AM IT'S NICE TO KNOW YOU ARE ABLE TO WALK UP WITH ZERO
11:35:36AM EXPERIENCE AND MAYBE EVEN LIMITED MOBILITY AND THEN LEARN
11:35:41AM AND BECOME COMPLETELY EQUIPPED BY THE TIME YOU LEAVE THE
11:35:45AM FACILITY.
11:35:45AM THIS IS RIGHT NEXT TO THE INDOOR/OUTDOOR BAR.
11:35:50AM THE HIGH 5 EXCHANGE BOWLING AND ARCADE, WHAT IS MISSING HERE
11:35:55AM AND THAT'S ON PURPOSE ARE SOME OF THE ARCADE GAMES THAT YOU
11:35:58AM WOULD BE WALKING TO THE LEFT AND TO THE RIGHT.
11:36:00AM WHAT YOU SEE HERE IS THE REDEMPTION COUNTER FOR OUR ARCADE
11:36:04AM AS WELL AS THE BOWLING COUNTER AND THEN THE 16 USBC
11:36:11AM CERTIFIED LANES.

11:36:11AM WE HAVE SELECTED QubicaAMF AS OUR SUPPLIER.
11:36:14AM WHY THAT IS IMPORTANT IS THEY HAVE ADOPTED AN EXPERIENCE
11:36:17AM THAT IS ABOVE AND BEYOND WHAT ANY OF US HAVE EXPERIENCED IN
11:36:20AM BOWLING.
11:36:20AM I GREW UP IN BOWLING ALLEYS THAT HAD SMOKE AND BOWLING PINS
11:36:26AM -- BEER BOTTLES SHAPED LIKE BOWLING PINS.
11:36:29AM JUST A SNACK BAR.
11:36:32AM THIS IS A TOTALLY DIFFERENT EXPERIENCE WITH OUR BOWLING.
11:36:34AM BUT THE BEST PART OF ALL IS A COMPLETE WALL-TO-WALL LED,
11:36:41AM WHAT THEY CALL -- THE MASKING UNIT.
11:36:48AM THE MASK UNIT BEHIND THE LANES, BUT IT IS AN ABSOLUTE
11:36:52AM AMAZING EXPERIENCE WHERE YOU CAN TAKE A PICTURE OF YOURSELF
11:36:56AM THROUGH THE PORTAL THAT'S RIGHT THERE AT THE LANES AND EXTRA
11:37:00AM ET CETERA A BEST VERSION OF YOURSELF UP THERE.
11:37:02AM EVERY TIME YOU ARE BOWLING, IT SHOWS YOU CELEBRATING.
11:37:04AM SOMEHOW I MAGICALLY LOST 45 POUNDS AND BACK TO LINEBACKER
11:37:10AM MODE AGAIN.
11:37:12AM VERY EXCITING TO HAVE THIS AS WELL AS PROGRAMMING SPORTS AND

11:37:14AM OTHER ENTERTAINMENT.
11:37:15AM IF YOU CAN IMAGINE, COMPANIES LIKE HERTZ THAT ARE NEARBY
11:37:18AM HAVING THEIR LOGO ACROSS THE WALL OR HONORING SOME OF THE
11:37:20AM EMPLOYEES THAT WORK THERE.
11:37:22AM IT'S REALLY EXCITING JUST TO HAVE THAT KIND OF ACTIVATION
11:37:25AM ABOVE AND BEYOND JUST THROWING A HEAVY BALL DOWN AND
11:37:28AM CRASHING PINS, WHICH IS FUN IN AND OF ITSELF.

11:37:31AM THESE TWO WEBSITES ARE NOW LIVE.
11:37:34AM WE HAVE TWO COMING WEBSITES.
11:37:36AM TWO ANGLES BY WHICH PEOPLE WILL COME TO OUR BUSINESS.
11:37:39AM MULTIPLE ANGLES, BUT TRULY TWO THAT ARE PRIMARY.
11:37:43AM ONE IS THROUGH THE ENTERTAINMENT LENS AND THE OTHER IS
11:37:46AM THROUGH THE PICKLEBALL.
11:37:47AM WE'RE VERY FAMILIAR WITH HOW PICKLEBALL AND THE COMMUNITY
11:37:52AM SEES ITSELF, HOW IT MANIFESTED ITSELF IN THE REGION.
11:37:56AM AND, QUITE FRANKLY, HOW WE RESPECTFULLY HONOR THAT.
11:37:59AM SO WE WILL HAVE A SEPARATE AND CURRENTLY DO HAVE A SEPARATE
11:38:03AM WEBSITE CALLED THE ESTERO PICKLEBALL CLUB.COM.
11:38:06AM THAT IS LIVE RIGHT NOW.
11:38:07AM IT IS ALSO A PLACE WHERE SUBSCRIPTIONS CAN BE MADE TO OUR
11:38:13AM SOCIAL SITES WHICH ARE CURRENTLY LIVE AS WELL.
11:38:15AM ANYBODY CAN SUBSCRIBE TO GET NEWS AND THEN BEST OF ALL,
11:38:21AM WE'RE GOING TO BE STARTING TO OUTLINE SOME OF OUR
11:38:23AM PROGRAMMING, AS YOU'LL SEE IN THE NEXT SLIDES, WITH RESPECT
11:38:26AM TO WHAT DOES THE CALENDAR LOOK LIKE AND HOW DO I SIGN UP FOR
11:38:29AM THESE LEAGUES OR HOW DO I GET A JOB?
11:38:32AM WE'RE STARTING -- OUR CALL CENTER IS STARTING TO RECEIVE A
11:38:35AM LOT OF THESE ON OUR CURRENT HIGH 5 WEBSITE AS THEY ARE ALSO
11:38:38AM DRIVING BY AND SEEING THE PROGRESS.
11:38:41AM ESTERO PICKLEBALL CLUB.COM AND THEN THE HIGH 5 EXCHANGE.COM
11:38:46AM WEBSITES ARE BOTH WAYS BY WHICH ESTERO IS BEING LAUNCHED.
11:38:49AM A LITTLE BIT ABOUT THE CAMPAIGN, WHAT I'LL CALL Q 3 AND

11:38:55AM REALLY STARTING NOW.
11:38:56AM WE ALREADY STARTED.
11:38:57AM THE WEBSITES ARE LIVE.
11:38:58AM YOU CAN GO THERE NOW.
11:39:00AM THE FIRST MENTION IS TO TALK ABOUT THE KEY HIRE.
11:39:04AM IT IS A NEW NAME MAYBE TO YOU.
11:39:06AM MAYBE NOT TO THOSE IN THE VILLAGE, BUT PETE DELLALUNA, THE
11:39:12AM DUPR PPR USO PICKLEBALL CERTIFIED DIRECTOR THAT WE'VE HIRED.
11:39:17AM WE'VE HAD HIM ON BOARD SINCE LAST YEAR.
11:39:20AM WE JUST DIDN'T WANT TO TALK ABOUT IT.
11:39:23AM AS WE'RE MOVING FORWARD WITH PROGRAMMING, WE HAVE A LOT TO
11:39:26AM FOCUS ON WITH CONSTRUCTION.
11:39:27AM THIS IS GOOD NEWS BECAUSE A LOT OF THE STUFF HAPPENING IN
11:39:29AM THE BACKGROUND, WHICH WE'VE KNOWN ABOUT, BUT NOT RELUCTANT,

11:39:33AM BUT BEEN RESERVED TO PRESENT TO YOU IS ALL OF THE
11:39:35AM PROGRAMMING THAT IS GOING TO GO ON.
11:39:38AM BACKING UP, ONE OF OUR EXPERIENCES IS THE TBK BANK SPORTS
11:39:43AM COMPLEX IN IOWA.
11:39:44AM WE BUILT AN ENTIRE SPORTS COMPLEX WITH HIGH 5 AND THE
11:39:48AM PROGRAMMING WAS NOT THERE FOR THE SPORTS COMPLEX.
11:39:50AM IT WAS NOT UNDER OUR JURISDICTION TO HELP WITH THE SPORTS
11:39:55AM COMPLEX.
11:39:55AM BUT THE ENTERTAINMENT COMPLEX WAS HUMMING.
11:39:58AM SO WE TRULY PAINFULLY UNDERSTAND THE IMPORTANCE OF
11:40:01AM PROGRAMMING SPORTS.

11:40:02AM THAT'S WHY WE PUT THAT FIRST.
11:40:04AM WE KNOW WE HAVE THE ENTERTAINMENT HANDLED.
11:40:06AM PETE HAS BEEN FANTASTIC.
11:40:07AM HE WOULD BE HERE TODAY BUT HE'S ON A CRUISE.
11:40:11AM HE'S WITH HIS FAMILY, WHICH IS GREAT.
11:40:13AM YOU'LL GET TO SEE HIS NAME MORE OFTEN.
11:40:16AM HE IS ACTUALLY ACTIVE IN THE AREA IN PROVIDING LESSONS AND
11:40:19AM RUNNING TOURNAMENTS AND HAS DONE SO THROUGHOUT SEVERAL YEARS
11:40:23AM HERE IN THE ESTERO AREA.
11:40:24AM ANOTHER KEY HIRE IS FORTHCOMING IS THE GENERAL MANAGER.
11:40:29AM WE HAD DINNER WITH HIM LAST NIGHT.
11:40:30AM WE'RE VERY EXCITED.
11:40:32AM MET HIM AND HIS WIFE.
11:40:33AM CAN'T ANNOUNCE HIM YET BECAUSE OF WHERE HE'S WORKING.
11:40:37AM HE IS A 16-YEAR VETERAN OF OPERATIONS IN HOSPITAL FOOD AND
11:40:40AM BEVERAGE AND SERVICE INDUSTRIES.
11:40:42AM SO THESE ARE BIG BECAUSE AS WE'RE REMOTE, I UNDERSTAND WE'RE
11:40:46AM FROM TEXAS, AND OKLAHOMA, SORRY ABOUT THAT, BUT THE REST OF
11:40:50AM US, WE ARE BUILDING THIS PRESENCE HERE IN THE SOUTH FLORIDA
11:40:56AM AREA TO HAVE OUR KEY LEADERSHIP TAKING ON AND HELPING TO
11:40:59AM LEAD THE CHARGE ALL THE WAY THROUGH OPERATIONS.
11:41:01AM AS I MENTIONED, THE WEBSITE AND SOCIAL LAUNCH, THAT'S
11:41:05AM ALREADY STARTED, BUT WE'RE GOING TO START WITH A
11:41:08AM SUBSCRIPTION AND THE CONTACT FORM, AND WE'RE GOING TO HAVE
11:41:11AM MORE OF THAT, AND I'LL SHOW YOU IN A MINUTE WITH THE NEXT

11:41:13AM BULLETS.
11:41:14AM PROBABLY MOST EXCITED IS TO SEE THE 2027 PICKLEBALL SEASON
11:41:20AM PROGRAMMING RELEASED.
11:41:22AM FOR THOSE THAT PLAY PICKLEBALL, ACTUALLY, IF ANY OF YOU PLAN
11:41:26AM ANY PART OF YOUR LIFE THREE OR SIX MONTHS IN ADVANCE, IT'S
11:41:30AM IMPORTANT THAT WE ANNOUNCE THAT SCHEDULE AHEAD OF TIME SO
11:41:33AM THAT YOU CAN, EVEN THOUGH WE MAY START MID SEASON FOR WHAT
11:41:36AM WOULD BE NORMALLY HERE IN ESTERO, WE'RE HOPING THOSE
11:41:39AM PICKLEBALL PLAYERS THAT MAYBE ARE IN PELICAN SOUND OR IN
11:41:44AM OTHER ONES OF THESE CLUBS THAT WE'RE COORDINATING WITH,

11:41:47AM THEY'LL HAVE ANOTHER PLACE TO PLAY BUT NEED TO BE MINDFUL OF
11:41:50AM IT.
11:41:51AM US RELEASING THE SCHEDULE IS PARAMOUNT IN THE NEXT THREE
11:41:54AM MONTHS.
11:41:54AM Q 4 OF '26, THAT'S, STARTING NOW AS WELL, CONTINUING TO Q 4
11:41:59AM '26 IS ON BOARD TRAINING, OPERATIONAL PROCEDURES.
11:42:02AM THEY ARE ACTUALLY FINALIZED.
11:42:03AM THAT'S UNDER THE DIRECTION OF BRAD LITTLE, WHO IS HERE.
11:42:06AM THE FULL WEBSITE LAUNCH, WHICH WILL INCLUDE THE INTEGRATIONS
11:42:10AM OF THE COURT RESERVE APPLICATION, WHICH IS WHAT PICKLEBALL
11:42:15AM FOLKS ARE VERY FAMILIAR WITH BOOKING, AS WELL AS ON OUR
11:42:18AM SIDE, HAVING THE ABILITY TO BOOK EVENTS AND EVEN UP TO THE
11:42:21AM POINT OF BIRTHDAY PARTIES WITHOUT OUR INTERACTION.
11:42:24AM SOME PEOPLE LIKE TO -- AND FORGET.
11:42:27AM AS WE'RE FORMING THIS PLACE, AND YOU GUYS HAVE THE BENEFIT

11:42:29AM OF DRIVING BY AND LETTING ME KNOW WHEN THINGS ARE NOT OR ARE
11:42:34AM HAPPENING.
11:42:34AM BUT AS THEY ARE HAPPENING, IT'S ALL PART OF THE MARKETING.
11:42:38AM WHAT IS EXCITING IS WE POURED A FOUNDATION, GREAT.
11:42:41AM THAT'S MARKETING.
11:42:42AM AS SOON AS IT'S VERTICAL, THAT'S MARKETING.
11:42:45AM WHAT DIFFERENTIATES US IS WHEN PIN SETTERS SHOW UP.
11:42:49AM IT'S A SPECTACLE.
11:42:50AM THESE THINGS ARE ONE TON EACH AND DIFFICULT TO MOVE AROUND.
11:42:53AM AND PUTTING THEM IN PLACE, IT'S LIKE WATCHING MR. ROGERS
11:42:56AM WHEN I WAS A KID AND THEY ARE BUILDING A CROWN OR A WAGON,
11:42:59AM IT'S VERY FUN FOR THOSE THAT HAVE COME WITH A S.T.E.M.
11:43:04AM BACKGROUND OR INTEREST.
11:43:05AM FORMING THE MINI-GOLF, IT'S LIKE AN ARTWORK.
11:43:10AM THEY ARE MOVING THINGS AROUND US.
11:43:11AM WHILE IT SHOWS UP ON A PLAN, IT COMPLETELY TAKES SHAPE
11:43:15AM ON-SITE BECAUSE THINGS CHANGE OR THAT AMENITY WOULD BE
11:43:19AM AMAZING.
11:43:19AM SAME THING WITH PICKLEBALL.
11:43:20AM WHEN THE COURTS GO -- START TO GET PAINTED AND THE STRUCTURE
11:43:25AM COMES UP.
11:43:26AM LAST BUT NOT LEAST, THE CULINARY.
11:43:28AM WHAT REALLY DIFFERENTIATES US.
11:43:30AM REALLY EXCITING TO HAVE THE CULINARY VISUAL START TO COME TO
11:43:35AM LIFE.

11:43:35AM AS I MENTIONED, WE OPEN EVENT INQUIRIES AND BOOKINGS.
11:43:38AM OPENED THE MEMBERSHIP DRIVE.
11:43:40AM ONE IMPORTANT THING WITH THIS MEMBERSHIP DRIVE, VERY
11:43:42AM IMPORTANT TO US AS PART OF OUR PARTNERSHIP WITH YOU GUYS IS
11:43:45AM WE WANT TO MAKE SURE DURING THIS TIME WE FINALIZE THE ESTERO
11:43:50AM RESIDENT ADVANCED REWARDS AND BENEFITS PROGRAM.

11:43:52AM THAT WAS -- BEFORE WE EVEN STARTED, BEFORE THIS WAS EVEN AN
11:43:56AM AGREEMENT, THAT WAS ONE OF THE PRIORITIES.
11:43:57AM I WANT TO MAKE SURE THAT'S CALLED OUT.
11:43:59AM THAT WILL BE NOT ONLY ADDRESSED BUT CELEBRATED BECAUSE THIS
11:44:01AM IS OUR COMMUNITY AS WELL TO HELP.
11:44:05AM EVERYBODY CAN CELEBRATE.
11:44:06AM AND THEN, OF COURSE, AS I MENTIONED EARLIER, THE PICKLEBALL
11:44:09AM SEASON PROGRAMMING IS RELEASED BUT THEN WE EXTEND THAT
11:44:12AM PICKLEBALL AND THE BOWLING SEASON CALENDAR BECAUSE, GUESS
11:44:14AM WHAT, WE'RE ALSO DOING BOWLING LEAGUES.
11:44:17AM IT WILL BE A SUPER FUN TIME.
11:44:18AM WITH THE LAUNCH, AND THAT'S WHEN WE GET INTO JANUARY OF NEXT
11:44:23AM YEAR, WE'LL HAVE THE JOB FAIR.
11:44:25AM THAT REALLY STARTS IN LATE JANUARY AND EARLY FEBRUARY.
11:44:28AM THERE WILL BE KEY HIRES ALONG THE WAY.
11:44:30AM REALLY WHEN WE OPEN IT UP TO SERVERS AND BARTENDERS, SOME OF
11:44:34AM THE PARTY PROS, 16, 17, 18-YEAR-OLD KIDS THAT MAYBE THEIR
11:44:39AM PARENTS ARE WATCHING US RIGHT NOW, THIS COULD BE THEIR FIRST
11:44:42AM JOB.

11:44:43AM THAT'S REALLY EXCITING.
11:44:44AM THAT COINCIDES WITH OUR CONSTRUCTION SCHEDULE.
11:44:47AM WHAT WE'RE PLANNING FOR IS SOFT OPENING IN WHAT I'LL CALL
11:44:51AM MID-FEBRUARY.
11:44:52AM DESPITE THE FACT THAT WE ARE READY TO OPEN, WHAT WE'RE
11:44:55AM WORKING WITH VILLAGE ON IS A SERIES OF SOFT OPENINGS THAT
11:44:59AM GIVE US, AGAIN, SAFETY FIRST, BUT PARAMOUNT A GREAT
11:45:03AM EXPERIENCE AS WE OPEN.
11:45:04AM ONE OF OUR FAVORITE NIGHTS IS WHEN WE INVITE HOPEFULLY ALL
11:45:07AM OF YOU COME, BUT IT'S A VIP NIGHT WHERE WE WORK HARD NOT
11:45:12AM ADMONISHING THE STAFF AS THEY ARE GOING THROUGH THEIR STEPS
11:45:15AM OF SERVICE OR GOING THROUGH THE PROCESS, WHICH SEEMS SIMPLE.
11:45:18AM ENTERING SOMETHING IN A POINT OF SALE AND THEN WATCHING THE
11:45:21AM FOOD GO THROUGH THE LINE AND BE DELIVERED RIGHT TO YOUR
11:45:23AM COURTSIDE OR TO YOUR LANE SIDE.
11:45:25AM BUT THOSE PARTIES ARE SO FUN BECAUSE IT'S A WAY OF
11:45:28AM CELEBRATING TOGETHER WHERE WE'RE AT.
11:45:30AM THAT MIGHT BE BEFORE THE FULL OCCUPANCY.
11:45:34AM IT'S THINGS THAT WE DO IN A LIMITED, METHODICAL AND SPECIFIC
11:45:39AM FASHION THAT WE OPEN WITH THE FANFARE.
11:45:42AM OPENING CERTAIN AMENITIES BEFORE OTHERS ARE AVAILABLE.
11:45:46AM SOME THINGS THAT ALWAYS COME IN OUR WAY, FOR INSTANCE, WE
11:45:48AM DON'T HAVE A LASER TAG ARENA HERE, BUT THAT'S AN AREA WHERE
11:45:52AM SOMETIMES THE FIRE DEPARTMENTS HITS PAUSE.
11:45:54AM SO WE SOMETIMES HAVE TO MOVE WITH THE RESPECTIVE FIRE.

11:45:57AM BY THE END OF IT, THEY ARE CELEBRATING IN WHATEVER WE'RE
11:46:00AM BUILDING.

11:46:01AM IT'S ALL FOR A COMMON GOOD.
11:46:02AM BUT THAT JUST SHOWS YOU HOW IN CONCERT WITH SAFETY WE ARE
11:46:05AM FIRST, BUT HOW WE WANT TO OPEN WITH SUCCESS.
11:46:08AM WE'LL ALSO OPEN UP OUR FULL TILT MEMBERSHIP.
11:46:11AM WE'LL HAVE OUR LEAGUE MEETINGS FOR FIRST LEAGUES WHILE WE
11:46:15AM PRETEND TO KNOW EVERYTHING ABOUT LEAGUES, IT TURNS OUT THAT
11:46:17AM THE LEAGUE MANAGERS KNOW WAY MORE THAN US.
11:46:20AM AND EXPAND BOOKING EVENTS TO INCLUDE THE BIRTHDAY PARTIES SO
11:46:24AM THAT WHEN A CHILD HAS A BIRTHDAY PARTY ON A SPECIFIC DAY,
11:46:27AM THEY KNOW WE'RE GOING TO EXECUTE IT WELL.
11:46:29AM ALL THAT CULMINATES TO A GRAND OPENING END OF FEBRUARY, AND
11:46:34AM REALLY EARLY MARCH, IF YOU THINK ABOUT LIKE ALL THE
11:46:37AM DIFFERENT ATTRACTIONS, THAT WOULD BE LAUNCHED THROUGH A
11:46:40AM GRAND OPENING CELEBRATION.
11:46:42AM WE'RE HOPEFULLY CUTTING A RIBBON TOGETHER AS THIS GREAT
11:46:45AM PARTNERSHIP HAS BEEN.
11:46:47AM OKAY.
11:46:49AM TO THE CONSTRUCTION PART.
11:46:51AM HOW THAT MARRIES IN.
11:46:52AM ONE THING I WANT TO DISCUSS, LET'S CHANGE, AGAIN, THE
11:46:55AM VERNACULAR FROM PHASE ONE TO PHASE TWO.
11:46:57AM BECAUSE I THINK PHASE TWO IN THE PROJECT SCHEME OF THINGS IS
11:47:00AM A LOT LONGER.

11:47:01AM WE'LL CALL THIS OUR PHASE 1B.
11:47:04AM BUT PHASE 1 IS COMPLETE.
11:47:07AM THAT'S THE CONSTRUCTION OF THE FOUNDATION.
11:47:09AM AS WE'VE CLEARED PHASE 1, THE PROCESS BY WHICH WE CLOSE, AND
11:47:13AM THIS HAPPENED IN MANS FIELD AS WELL, WHERE WE GET TO A
11:47:17AM CERTAIN POINT IN CONSTRUCTION, WE HAVE TO PAUSE.
11:47:19AM AND THAT WAY WE CAN CLEAR ALL OF OUR LIENS SO WE CAN FUND
11:47:25AM THE LOAN AND THEN CONTINUE ON.
11:47:27AM THIS GIVES US THE BEST CHANCE OF SUCCESS FOR SCHEDULE FOR
11:47:30AM SOME OF THE POTENTIAL IMPACTS THAT OCCURRED DURING PHASE
11:47:34AM ONE, BUT IT ALSO GETS US MOVING.
11:47:38AM NOW THAT WE'RE READY TO START PHASE ABOUT, AS I'M
11:47:41AM WORKSHOPPING IT MYSELF, THAT BUILDING CONSTRUCTION PHASE IS
11:47:44AM SIX TO EIGHT MONTHS.
11:47:45AM AND THAT'S WHY WE HAVE THE CONFIDENCE OF OPENING A SERIES OF
11:47:49AM SOFT OPENINGS IN EARLY FEBRUARY AND GRAND OPENING AT THE END
11:47:53AM OF FEBRUARY.
11:47:53AM I THINK I'VE TOUCHED ON EVERYTHING ELSE IN THIS ALREADY OR
11:48:03AM I'LL BE REPEATING MYSELF.
11:48:04AM THE REST OF THE SLIDES I HAVE HERE FOR YOU ARE FOR YOUR OWN
11:48:11AM EDIFICATION.
11:48:12AM IF YOU ARE WONDERING WHO I AM, I DIDN'T DO MY JOB BEFORE,
11:48:16AM BUT THIS HAS REALLY A THANK-YOU TO ESTERO AND A
11:48:20AM REAFFIRMATION OF SELECTING US AS YOUR PARTNER TO DO THIS.

11:48:23AM WE GENUINELY LOVE THE COMMUNITIES WE SERVE.

11:48:26AM WE GENUINELY LOVE ESTERO.
11:48:29AM WE'RE EXCITED TO COME HERE OFTEN AS WE'RE BUILDING THIS, BUT
11:48:33AM THEN RUNNING IT TOGETHER AS GOOD PARTNERS DO.
11:48:38AM THANK YOU.
11:48:39AM >>Mayor Ribble: SCOTT, THANK YOU FOR THAT PRESENTATION.
11:48:41AM YOU'VE MADE US VERY EXCITED FOR WHAT'S TO COME.
11:48:44AM >> YES, THANK YOU.
11:48:44AM >>Mayor Ribble: DOES ANYONE HAVE ANY QUESTIONS FOR SCOTT
11:48:46AM BEFORE HE LEAVES?
11:48:49AM >>Vice-Mayor Zalucki: SCOTT, THANK YOU SO MUCH.
11:48:50AM GREAT PRESENTATION.
11:48:51AM I THINK WE ARE ALL EXCITED.
11:48:52AM THE VISUALS ADD SO MUCH VALUE NOW THAT WE'RE TO THIS POINT.
11:48:56AM A COUPLE OF QUICK QUESTIONS.
11:48:57AM THE MEMBERSHIP THAT YOU SPEAK ABOUT HERE, WHAT DOES THAT
11:49:00AM INCLUDE?
11:49:00AM IS THAT JUST FOR PICKLEBALL OR IS THAT FOR BOWLING?
11:49:05AM >> I DON'T PAY HIM, BUT BRILLIANT FOR HELPING ME EXPOUND ON
11:49:11AM THIS BECAUSE IT COULD BE AN EASY MISNOMER.
11:49:14AM FIRST AND FOREMOST, I WANT TO MAKE SURE I MENTION THAT
11:49:15AM MEMBERSHIP, YOU ARE NOT REQUIRED TO BE A MEMBER TO COME TO
11:49:18AM HIGH 5 OR THE ESTERO PICKLEBALL CLUB.
11:49:20AM THAT'S FIRST AND FOREMOST.
11:49:22AM WE'RE OPEN TO ALL.
11:49:23AM THE CLUB MEMBERSHIP IS FOR REALLY EVERYTHING, AND THERE'S

11:49:27AM DIFFERENT VERSIONS OF IT.
11:49:29AM THERE IS A VERSION THAT'S SPECIFICALLY FOR PICKLEBALL AND
11:49:32AM THEN THERE COULD BE A VERSION FOR THE REST OF IT AS WELL,
11:49:35AM WHETHER IT'S A FREQUENT BOWLER OR A FREQUENT BIRTHDAY PARTY
11:49:39AM OR FREQUENT EVENT.
11:49:41AM SO WE HAVE VARIOUS LEVELS OF THIS MEMBERSHIP.
11:49:44AM BUT THE MOST IMPORTANT THING IS TYING THE MEMBERSHIP WITH
11:49:48AM THE DATA TO UNDERSTAND WHO IS IN ESTERO -- WHO IS AN ESTERO
11:49:54AM RESIDENT AND WHO IS NOT.
11:49:55AM BECAUSE THERE IS AN ADDITIONAL BENEFIT TO THOSE WHO ARE
11:49:57AM ESTERO RESIDENTS.
11:50:00AM >>Vice-Mayor Zalucki: THANK YOU.
11:50:01AM DIFFERENT LEVELS.
11:50:02AM THAT'S KIND OF EXCITING, TOO.
11:50:03AM JUST TO CLARIFY, NO LASER TAG, RIGHT?
11:50:06AM >> NO LASER TAG.
11:50:06AM LET ME ACTUALLY COVER THAT, IF YOU DON'T MINDS.
11:50:10AM IN OUR INDUSTRY, LASER TAG HAS BEEN VERY SUCCESSFUL AND
11:50:15AM CONTINUES TO BE IN CERTAIN LOCATIONS, BUT IT IS A LARGE BOX.
11:50:20AM WHAT WE FOUND, AND MY BACKGROUND JUST FYI, I'M AN ELECTRICAL

11:50:24AM ENGINEER, ALBEIT FROM TEXAS, BUT THEY STILL HAVE SOME LEVEL
11:50:28AM OF EDUCATION, BUT OUR BACKGROUND IS TO BE THE BLEEDING EDGE
11:50:32AM OF TECHNOLOGY.
11:50:34AM I DON'T KNOW IF YOU NOTICED, BUT A LOT OF THE EXPERIENCES
11:50:37AM HAVE GOTTEN SMALLER.

11:50:39AM SOME OF THEM HAVE GONE TO AN OPTICS WITH A MASK.
11:50:43AM SO THAT ALLOWS US TO UTILIZE OUR SPACE IN A PRETTY CREATIVE
11:50:47AM WAY.
11:50:48AM AUGMENTED REALITY WHERE YOU'RE LOOKING AT THE WALLS AND
11:50:52AM YOU'RE SEEING YOURSELF, SO WE HAVE WAYS TO GET THE SAME WHAT
11:50:56AM I'LL CALL THROUGHPUT BUT ALSO THE SAME EXPERIENCE WITHOUT
11:51:00AM HAVING TO RUN THROUGH A DARK ROOM WITH PHASERS.
11:51:03AM STILL ATTRACTIVE, BUT OUR BIG CHOICE WAS DO WE TAKE THE BIG
11:51:08AM SPACE AND CREATE A LASER TAG ARENA OR DO WE REALLY DO THE
11:51:10AM BEST IN CLASS INDOOR PICKLEBALL WITH THAT SAME LASER
11:51:14AM TECHNOLOGY.
11:51:14AM AND WE CHOSE THE PICKLEBALL.
11:51:17AM >>Vice-Mayor Zalucki: HOW ABOUT AX THROWING.
11:51:19AM HAS THAT BEEN AXED OR PART OF THE --
11:51:22AM >> AS I SAID, WE'RE ALWAYS ON THE BLEEDING EDGE.
11:51:24AM WE KEEP A SHARP EYE ON HOW AMENITIES ARE COMING AND GOING.
11:51:28AM WE, FOR ONE, ARE STARTING TO SEE THE WANING OF AX THROWING.
11:51:33AM IT'S NOT TO SAY WE WON'T DO IT.
11:51:36AM ONE OF THE THINGS THAT KEEPS HIGH 5 EXCITING, ONE OF OUR
11:51:40AM REBRANDS, IN FACT, WHEN WE FIRST STARTED WE HAD A BOWLING
11:51:43AM BALL IN OUR 5.
11:51:44AM WE TOOK THAT OUT.
11:51:45AM DOESN'T MEAN BOWLING IS GOING AWAY.
11:51:47AM BELIEVE IT OR NOT, THAT IS THE LONGEST STANDING SPORT OUT OF
11:51:49AM ALL OF THESE.

11:51:50AM AS ATTRACTIONS COME AND GO, YOU'LL SEE HIGH 5 CONTINUE TO
11:51:53AM INVEST IN THEM WITH THE PARTNERSHIPS WHERE THE LATEST AND
11:51:57AM GREATEST TECHNOLOGY OR NEW AMENITY, YOU'LL SEE IT HERE
11:52:00AM FIRST.
11:52:00AM AS IT STARTS TO DECLINE OR BECOME SATURATED, THEN WE HAVE
11:52:03AM THE ABILITY TO PULL THAT OUT AND REPROGRAM THE SPACE.
11:52:08AM AS OF RIGHT NOW AX THROWING IS NOT IN THE PLAN.
11:52:10AM THAT'S BECAUSE OF OUR OWN PERSONAL EXPERIENCE OF GOING
11:52:12AM THROUGH THE ENTIRE LIFE CYCLE AT OUR CURRENT LOCATIONS.
11:52:14AM >>Vice-Mayor Zalucki: GREAT INFORMATION.
11:52:15AM THANK YOU.
11:52:16AM HOW ABOUT THE CONFERENCE ROOMS?
11:52:17AM THOSE WERE ORIGINALLY IN THE PLAN?
11:52:18AM ARE THEY STILL?
11:52:20AM >> YES, SIR, THEY ARE STILL THERE.
11:52:21AM THEY ARE COMBINATION CONFERENCE ROOM AND PARTY ROOMS.

11:52:24AM SO THEY HAVE AN INDOOR AND AN OUTDOOR DOOR.
11:52:29AM ONE TO THE MINIATURE GOLF AREA AND THEN ONE TO THAT INDOOR
11:52:33AM BAR AREA.
11:52:34AM ONE OF THE NEAT THINGS OF HAVING A BIG SPACE LIKE HIGH 5, WE
11:52:38AM EVEN HELD A GALA FOR OUR EDUCATION FOUNDATION IN LAKE TRAVIS
11:52:42AM ON THE LANES.
11:52:43AM I DON'T MEAN ON THE APPROACHES.
11:52:45AM WE LITERALLY BUILT A STAGE ON THE LANES.
11:52:48AM WE GET CREATIVE.

11:52:49AM ANY WAY WE CAN PROGRAM THE SPACE, AND IF YOU THINK ABOUT,
11:52:53AM WHERE YOU SAW THAT NEAT LASER TAG -- SORRY -- THE LASER
11:52:58AM EXPERIENCE WITHIN PICKLEBALL, THAT IS A LARGE SPACE IN AND
11:53:02AM OF ITSELF AS WELL.
11:53:03AM IF THERE IS A LARGE FUND-RAISER OR COMICON OR SOME BIG EVENT
11:53:07AM THAT IS INTERESTED, WE'RE ABLE TO TAKE THE NETS OUT AND TURN
11:53:12AM THE ENTIRE SPACE INTO A PRESENTATION AREA.
11:53:14AM EVERYTHING FROM A SMALL SIX PEOPLE, MAYBE THEY ARE HAVING A
11:53:17AM BIBLE STUDY AND WANT TO PLAY IN THE MORNING OR ALL THE WAY
11:53:21AM UP TO A LARGE FUND-RAISER, WE HAVE THE CAPABILITY WITHIN
11:53:25AM HIGH 5 TO ACCOMMODATE THOSE NEEDS.
11:53:26AM >>Vice-Mayor Zalucki: FANTASTIC.
11:53:28AM THAT'S GREAT.
11:53:29AM YOU ARE USING THE WORD HIGH 5 EXCHANGE.
11:53:31AM WHAT DOES EXCHANGE?
11:53:33AM IS THAT THE WAY YOU WILL BE BRANDED MOVING FORWARD?
11:53:36AM >> HIGH 5 IS OUR BRAND.
11:53:37AM THE EXCHANGE BECAME THE ACTION.
11:53:39AM I THINK WHEN WE TALKED ABOUT HIGH 5 BEING A NOUN OR AN
11:53:43AM ACTION, IT'S WHERE WE EXCHANGE THE HIGH 5.
11:53:45AM SO IT IS THE COLLECTION OF BUSINESSES.
11:53:48AM YOU'LL STILL SEE THE HIGH 5 NAME BY ITSELF.
11:53:50AM YOU'LL SEE HIGH 5 EXCHANGE, BUT THAT'S REALLY THE COLLECTION
11:53:54AM OF ALL THE AMENITIES WITHIN THE HIGH 5 BRAND.
11:53:57AM >>Vice-Mayor Zalucki: BY THE WAY.

11:53:58AM GREAT JOB ON THE WEBSITES.
11:53:59AM I DID VISIT THEM.
11:54:00AM >> THANK YOU.
11:54:01AM >>Vice-Mayor Zalucki: THEY ARE VERY EXCITING.
11:54:03AM >> THANK YOU, JENNY.
11:54:05AM >>Vice-Mayor Zalucki: THANK YOU, JENNY.
11:54:06AM I LOOKED AT THE RENDITION OF WHAT WE RECEIVED IN OUR
11:54:09AM ORIGINAL COUNCIL PACKET AS FAR AS THE NAMING OF THE BAR.
11:54:12AM I'M GLAD YOU ARE MAYBE RECONSIDERING.
11:54:15AM >> THANK YOU FOR NOT REPEATING THAT.
11:54:16AM FROM MY STANDPOINT, I WAS USING PICKLEBALL TERMS.
11:54:20AM LET YOUR IMAGINATION RUN WILD.

11:54:24AM >>Vice-Mayor Zalucki: GREAT JOB FOR BEING HERE TODAY.
11:54:27AM >>Mayor Ribble: JEFF, GO AHEAD.
11:54:28AM >>Jeff Hunt: TWO QUICK QUESTIONS.
11:54:30AM THANK YOU, SCOTT.
11:54:30AM A NUMBER OF PEOPLE THAT THE FACILITY IS PERMITTED FOR
11:54:34AM ROUGHLY?
11:54:34AM HUNDREDS?
11:54:36AM >> GREAT QUESTION, BECAUSE THERE IS THE COMFORTABLE NUMBER
11:54:39AM AND THEN THE PERMIT NUMBER.
11:54:40AM I'LL GIVE YOU AN EXAMPLE.
11:54:43AM OUR FACILITY IN LAKE TRAVIS, TEXAS, WHICH IS JUST I THINK
11:54:48AM 2,000 SQUARE FEET MORE THAN THIS FACILITY, BUT GRADED
11:54:53AM DIFFERENTLY BECAUSE SOME OF IT IS NOT -- YOU CAN'T POPULATE

11:54:57AM IT IN THE SAME WAY.
11:54:59AM THAT HAS A CAPACITY OF 1272 TO BE EXACT.
11:55:03AM THE FIRE CODE OF WHAT'S POSSIBLE, WE HAVE HOSTED A
11:55:07AM THOUSAND-PERSON EVENT.
11:55:08AM YOU GO, IS THAT POSSIBLE?
11:55:09AM YES, IT IS.
11:55:11AM SOUTHWEST BY SOUTHWEST HAD THEIR VOLUNTEER PARTY AT HIGH 5
11:55:13AM AND WE HOSTED A THOUSAND PEOPLE.
11:55:15AM IT'S EXCITING THAT YOU CAN ACTUALLY DO THAT AT HIGH 5.
11:55:19AM DOES IT GET UNCOMFORTABLE?
11:55:20AM IT STARTS TO.
11:55:22AM THAT'S WHY IT IS NICE TO HAVE THIS OUTDOOR ELEMENT AS WELL.
11:55:24AM ONE THING WE DON'T HAVE IN OUR CURRENT LAKE TRAVIS FACILITY
11:55:28AM BUT A PART OF MANSFIELD, PART OF ALL OF OUR FUTURE
11:55:31AM LOCATIONS, ESPECIALLY ESTERO, IS HAVING THE ABILITY TO BUST
11:55:35AM OUTSIDE AND THEN CATCH FRESH AIR AND ENJOY THE OUTDOOR
11:55:39AM SPORTS AND AMENITIES.
11:55:40AM THAT CAPACITY I HAVEN'T BEGUN TO EVEN -- I KNOW THE ANNUAL
11:55:45AM CAPACITY, BUT AS FAR AS AT ANY GIVEN TIME, REALLY COULD
11:55:50AM DOUBLE THAT.
11:55:51AM >>Jeff Hunt: ALSO QUICKLY GIVE ME AN OVERVIEW OF THE
11:55:54AM KITCHEN.
11:55:56AM YOU MENTIONED IT.
11:55:56AM YOU SUGGESTED IT'S UNIQUE.
11:55:58AM IS IT SCRATCH KITCHEN?

11:56:00AM DO YOU HAVE THE ABILITY TO SCALE?
11:56:02AM IN OTHER WORDS, CAN YOU MANUFACTURE FOOD FOR THINGS OUTSIDE
11:56:07AM OF LET'S SAY IN THE SPORTS PARK THAT ARE NOT PART OF HIGH 5?
11:56:11AM >> COUNCIL MEMBER HUNT, I'M GLAD YOU BROUGHT THIS UP, TOO.
11:56:13AM ONE OF THE THINGS THAT WE DO IS WE HAVE A SEPARATE BRAND
11:56:16AM UNDER THE HIGH 5 EXCHANGE CALLED SCRATCH RANCH.
11:56:19AM I NEED YOU TO HELP ME UNDERSTAND THIS A LITTLE BIT.
11:56:22AM IF YOU WERE TO GO CATER YOUR EVENT, LET'S SAY WE CATERED

11:56:26AM HERE TODAY, AS MUCH AS WE HAVE A SCRATCH KITCHEN AND ALLERGY
11:56:33AM FRIENDLY AS WELL, WE HAVE A CELIAC DAUGHTER AND A
11:56:37AM GLUTEN-FREE BUSINESS PARTNER, SO EVERYTHING IS FROM SCRATCH.
11:56:40AM BUT FOR US TO CATER, IT DOESN'T ROLL OFF THE TONGUE THAT A
11:56:45AM FAMILY ENTERTAINMENT CENTER IS CATERING YOUR EVENT.
11:56:48AM THAT IS WHY WE BIRTHED THE WHOLE SCRATCH RANGE CONCEPT.
11:56:51AM IT'S NOT ONLY A CATERING CONCEPT, BUT IT'S ALSO A WHOLESALE
11:56:55AM CATERING CONCEPT.
11:56:57AM WHAT THAT ALLOWS US TO DO, AS CRAZY AS IT SOUNDS, BUT SELL A
11:57:01AM MEAT TACO OR A PREPARED LUNCH WITH MEAT IN IT TO ANOTHER
11:57:05AM GROUP LIKE A COFFEE SHOP SO THEY COULD RESELL IT.
11:57:08AM THAT'S HOW EXTENSIVE OUR KITCHEN IS.
11:57:12AM IT WAS ALREADY -- I DON'T WANT TO SAY OVERBUILT, BUT
11:57:15AM COMPARED TO MANY KITCHENS THAT SEVERAL CHEFS GO INTO, THEY
11:57:18AM GO, WOW, THIS IS A REALLY BIG KITCHEN.
11:57:21AM THAT'S BECAUSE HOLIDAY SEASON WE ARE SIMULTANEOUSLY SERVING
11:57:24AM KIDS ON VACATION, GRANDPARENTS WITH KIDS AT HOME THAT ARE

11:57:28AM HERE AND TRYING TO FIND SOMETHING FUN TO DO AND CORPORATE
11:57:32AM EVENTS.
11:57:32AM IT'S LIKE A DOUBLE MONTH OF REVENUE.
11:57:35AM DOUBLE MONTH OF EXCITEMENT.
11:57:36AM TO HAVE THE KITCHEN SIMULTANEOUSLY SERVE PRIME RIB AND A
11:57:40AM MEXICAN FAJITA BAR BUT ALSO EXECUTING OUR ACTUAL MENU, WE
11:57:46AM HAD TO EXTEND THE SIZE OF THE KITCHEN.
11:57:48AM FURTHER IS OUR EXPERIENCE, AND I GO BACK TO THAT EXPERIENCE
11:57:51AM IN IOWA WHERE WE SIMULTANEOUSLY SERVED HIGH 5 BUT ALSO THE
11:57:56AM 78-ACRE INDOOR/OUTDOOR SPORTS COMPLEX WITH FOOD AND
11:58:00AM BEVERAGE.
11:58:01AM WE HAVE THE CAPACITY TO DO THAT BECAUSE WE'RE NOT ALWAYS
11:58:03AM MAKING FOOD AT THE SAME TIME.
11:58:04AM SO IF WE'RE AT A NIGHT AND WEEKEND PRIMARILY BUSINESS,
11:58:07AM GRANTED WITH PICKLEBALL, IT GETS MORE INTO THE EARLIER
11:58:10AM HOURS, WE HAVE THE CAPACITY IN THE KITCHEN TO PREPARE FOOD
11:58:14AM FOR OTHER THINGS.
11:58:15AM SO IT'S VERY EXCITING THAT WE HAVE THIS AMAZING KITCHEN AT
11:58:18AM THE CENTRALIZED POINT OF ESTERO FOR THAT MATTER.
11:58:23AM >>Jeff Hunt: THANK YOU VERY MUCH.
11:58:24AM >> YES, THANK YOU.
11:58:25AM >>Mayor Ribble: SCOTT, OTHER THAN YOUR TWO WEBSITES, WHAT IS
11:58:27AM YOUR MARKETING PLAN FOR DRIVING INTEREST TO THESE WEBSITES
11:58:31AM AND TO GET THE WORD OUT?
11:58:33AM >> SO WE START WITH THE SOCIAL MEDIA.

11:58:36AM AS MUCH AS I'D LIKE TO SAY, EVEN MEMBERS OF MY OWN TEAM HERE
11:58:40AM THAT REFUSE TO PARTICIPATE IN SOCIAL -- I'M KIDDING.
11:58:45AM BUT SOCIAL MEDIA IS A BIG KEY PIECE FOR US.
11:58:48AM INSTAGRAM IS THE LARGEST ONE RIGHT NOW SURPASSING

11:58:51AM Facebook.
11:58:52AM WE'VE EVEN GOT TIKTOK.
11:58:54AM WE'RE PUSHING TO REACH THE GENERATION WHERE AS THEY ARE
11:58:59AM FLIPPING ALONG, THEY MAY NOT BE DRIVING BY LIKE ALL OF US
11:59:02AM ARE.
11:59:02AM THEY JUST DON'T KNOW WHAT'S HAPPENING.
11:59:05AM THAT'S HOW WE'RE REACHING THEM.
11:59:06AM SEARCH ENGINE OPTIMIZATION, GEOLOCATING, OUR SITE, AND THEN
11:59:14AM REALLY TARGETING THE LOCAL AREA OF THE EXCITEMENT OF WHAT'S
11:59:17AM HAPPENING.
11:59:18AM BUT ABOVE AND BEYOND THAT, WE HAVE OTHER MEANS.
11:59:21AM WE BELIEVE IN MAIL.
11:59:23AM THERE IS A THING CALLED THE -- I KNOW WE ALWAYS GET A LOT OF
11:59:27AM STUFF WE DON'T LIKE.
11:59:28AM WE HAVE THE DISTINCT UNFAIR ADVANTAGE OF HAVING SOMETHING
11:59:31AM THAT PEOPLE HANG ON TO WHEN THEY GET IT IN THE MAIL BECAUSE
11:59:35AM IT'S EXCITING AND LOOKS LIKE SOMETHING THEY'LL DO.
11:59:38AM I LOVE GOING TO A HOUSEHOLD AND THEN SEEING OUR COUPON --
11:59:41AM NOT BECAUSE IT'S ME -- BUT SEE OUR COUPON ON THEIR
11:59:45AM REFRIGERATOR, LIKE I'M GOING TO BE GOING THERE.
11:59:49AM WE SPEND ABOUT A QUARTER MILLION DOLLARS A YEAR ON JUST

11:59:52AM MARKETING ALONE FROM ANYTHING, SOCIAL WEBSITE, WE'LL BE
11:59:58AM REACHING OUT TO THE NEWS OUTLETS.
12:00:00PM THEY ARE GREAT HERE, BY THE WAY.
12:00:01PM THEY CAME TO THE GROUND BREAKING AND THEY ARE EAGERLY
12:00:04PM ANTICIPATING THIS.
12:00:04PM BUT WE'RE NOT AGAINST ANYTHING IN TRYING EVERYTHING WHEN IT
12:00:09PM COMES TO MARKETING.
12:00:10PM >>Mayor Ribble: SOUNDS GREAT.
12:00:11PM >> THANKS, MAYOR.
12:00:12PM >>Mayor Ribble: ANYBODY ELSE?
12:00:12PM WELL THANK YOU.
12:00:13PM THANK YOU FOR JOINING US TODAY.
12:00:15PM >> YES.
12:00:15PM THANK YOU.
12:00:16PM >>Mayor Ribble: WE'RE REALLY EXCITED.
12:00:18PM >> THANK YOU, EVERYBODY.
12:00:24PM >>Michael Comparato: I LIED EARLIER.
12:00:25PM I SAID IT WAS THE LAST TIME YOU WERE GOING TO SEE ME.
12:00:29PM FIRST OF ALL, I WANT TO BOLT ON TO THE MAYOR'S QUESTION.
12:00:32PM OTHER THING WE'LL BE DOING, I THINK YOU'VE SEEN THIS, OUR
12:00:36PM VILLAGE WEBSITE, WE CONTINUOUSLY WORK WITH MARILYN AND OUR
12:00:41PM WEB DESIGNERS TO UPDATE NEWS.
12:00:46PM CROSS PROMOTE WITH HIGH 5 AS THINGS COME UP, WE'LL ADD THAT
12:00:49PM TO OUR VILLAGE WEBSITE.
12:00:51PM WE'LL WORK WITH ENGAGE ESTERO AND A LOT OF OUR LOCAL.

12:00:53PM WE WANT TO GET THE WORD OUT TO ALL THE COMMUNITY AS BEST WE
12:00:56PM CAN.
12:00:57PM BUT THE REASON I CAME BACK UP.
12:00:58PM I DON'T KNOW IF YOU WERE, BUT I WAS IMPRESSED.
12:01:00PM I NEVER HEARD ANYBODY USE BLEEDING EDGE, SHARP EYE AND AX
12:01:06PM THROWING IN THE SAME SENTENCE BEFORE.
12:01:08PM I WAS IMPRESSED WITH THAT.
12:01:10PM >>Mayor Ribble: MADAM CLERK, IS THERE ANY PUBLIC COMMENT?
12:01:12PM >>Carol Sacco: THERE IS NONE.
12:01:13PM >>Mayor Ribble: ALL RIGHT.
12:01:14PM IN THAT CASE, CAN I HAVE A MOTION TO ADJOURN?
12:01:15PM FAYHEE AND LOPEZ.
12:01:19PM THANK YOU, EVERYONE.

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.

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

June 3, 2026 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Kevin Morris, Estero Community Church

PLEDGE OF ALLEGIANCE

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

Also present
Village Manager Steve Sarkozy, Village Attorney Robert Eschenfelder, Community Development Director Mary Gibbs, Public Work Director David Williams, Assistance Community Development Director/Assistant to Village Manager Michael Manning, Deputy Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

2. RECOGNITION

(a) Mayor Joanne Ribble - Florida League of Cities Home Rule HERO Award

3. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

Motion by: Councilmember McLain
Seconded by: Councilmember Fayhee

Action: Approved agenda.

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

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

eComment
Brent Smith, Estero

5. CONSENT AGENDA

(a) May 20, 2026 Village Council Meeting Minutes

Motion: Motion to approve consent agenda.

Motion by: Councilmember Hunt
Seconded by: Councilmember Lopez

Action: Approved consent agenda.

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

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None

7. ACTIONS

(a) Sherrill Lane and Luettich Lane Right of Way Acquisition

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Council Questions or Comments
None

Public Comments
None

Motion: Motion to purchase and accept four quit claim deeds for 30 feet width of right-of-way across the frontages of 20493 Sherrill Lane, 20499 Sherrill Lane, 20492 Luettich Lane, 20498 Luettich Lane.

Motion by: Councilmember Hunt

Seconded by: Councilmember Ward
Action: Approved purchase and accept four quit claim deeds for 30 feet width of right-of-way across the frontages of 20493 Sherrill Lane, 20499 Sherrill Lane, 20492 Luettich Lane, 20498 Luettich Lane.

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

(b) Amendment to BERT MOU

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

Council Questions or Comments
Councilmember Ward and Mayor Ribble

Public Comments
None

Motion: Motion to approve first amendment to BERT intergovernmental cooperation agreement.

Motion by: Vice Mayor Zalucki
Seconded by: Councilmember McLain

Action: Approved first amendment to BERT intergovernmental cooperation agreement.

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

8. FIRST READING AND PUBLIC HEARING

(a) First Reading Ordinance No. 2026-05 the Annual Capital Improvement Program

An Ordinance of the Village Council of the Village of Estero, Florida, Adopting the Annual Capital Improvement Program for Fiscal Year 2026-2027; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Council Questions or Comments

Councilmember Ward
Public Comments
None

Motion: Motion to Pass first reading of Ordinance No. 2026-05 and set second reading for June 17, 2025.

Motion by: Councilmember Fayhee
Seconded by: Councilmember Lopez

Action: Passed first reading of Ordinance No. 2026-05 and set second reading for June 17, 2025

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

9. SECOND READING AND PUBLIC HEARING

(a) Second Reading Ordinance No. 2026-04 Estero Fire District Rezoning

An Ordinance of the Village Council of the Village of Estero, Florida, Approving with Conditions a Rezoning from AG (Agricultural) and CPD (Commercial Planned Development) to CFPD (Community Facilities Planned Development) for Approximately 9.5 Acres Located on Three Oaks Parkway that Includes the Existing Fire Station; Providing for Severability; and Providing an Effective Date

All audience members and staff providing testimony for the hearing were sworn in by Clerk Sacco.

No ex parte communication or conflicts of interest were noted.

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

Presentation/Information by
Dan DeLisi, AICP, Dan DeLisi Inc.

Council Questions or Comments
Councilmember McLain

Public Comments
None

Motion: Motion to adopt Ordinance No. 2026-04.

Motion by: Councilmember Lopez

Seconded by: Vice Mayor Zalucki

Action: Adopted Ordinance No. 2026-04.

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

10. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

Councilmember Ward and Mayor Ribble.

11. VILLAGE ATTORNEY'S REPORT

None

12. VILLAGE MANAGER'S REPORT

Staff Presentation/Comments
Steve Sarkozy, Village Manager
Carol Sacco, Village Clerk

Adjourn Regular Session at 10:01 am and Convene at 10:01 am Workshop Items

13. WORKSHOPS

(a) Discussion on Conservation Easement "Swap" for West Bay Club

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

Council Questions or Comments
Councilmember Hunt

Public Comments
None

(b) CBIZ Comprehensive Annual Audit for the Fiscal Year

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Presentation/Information by
Branden Lopez, CBIZ

Council Questions or Comments
Councilmember Ward

Public Comments
None

(c) Synovus Bond Issue

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Presentation/Information by
Mickey Johnston, Prag Advisors

Council Questions or Comments
Councilmember Ward

Public Comments
None

14. ADJOURNMENT at 10:29 am

Motion by Councilmember Lopez

ATTEST: VILLAGE OF ESTERO, FLORIDA

By: _____ By: _____

Carol Sacco, CMC, Village Clerk Joanne Ribble, Mayor

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

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 17, 2026

Agenda Item:

Resolution No. 2026-10 adopting new Personnel Policy

Motion to adopt Resolution No. 2026-10.

Background:

The Village Council adopted the Village's first Personnel Policy on June 1st 2016, by Resolution 2016-09. Since its initial adoption, there have only been two small changes to the Personnel Policy (Resolution 2023-15 which provided authorization for director-level staff to cash in up to 80 hours of PTO by September 30th of each year, and Resolution 2026-05 to further revise the Village's policy regarding payouts of unused PTO).

In the ensuing years, there have been changes in state and federal laws and various court rulings, as well as evolution of employment best practices, which should be reflected in the Village's Personnel Policies. The Village Attorney has conducted a comprehensive overview of the Village's current Personnel Policy and, in addition to finding necessary legal updates, has found that the current policy contains some provisions which are not applicable to the Village or have not, due to the Village's size, been followed over time.

Based on this review, the Village Attorney has recommended to the Village Council that it adopt the new Personnel Policy attached to this Resolution, which new provides a more logical organizational structure and brings the policy up to date with prevailing law and best practices.

The Village Attorney has reviewed with the Village Manager the provisions of the recommended new policy to ensure any administrative, operational or logistical questions or concerns were addressed.

Action Requested:

Motion to adopt Resolution No. 2026-10.

Process and Timeline:

Once adopted, the Village Manager will ensure a copy of the new policy will be distributed to all current and future Village employees.

Financial Impact: N/A

Prepared by: Robert Eschenfelder, Village Attorney

Attachments:
1. Resolution No. 2026-10
2. Personnel Policy Manual 2026

RESOLUTION NO. 2026-10

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING A NEW PERSONNEL POLICY; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Estero Council last adopted a Personnel Policy on June 1st 2016, by Resolution 2016-09; and

WHEREAS, since its initial adoption, there have only been two small changes to the Personnel Policy (Resolution 2023-15 which provided authorization for director-level staff to cash in up to 80 hours of PTO by September 30th of each year, and Resolution 2026-05 to further revise the Village's policy regarding payouts of unused PTO); and

WHEREAS, in the ensuing years, there have been changes in state and federal laws and various court rulings, as well as evolution of employment best practices, which should be reflected in the Village's Personnel Policies; and

WHEREAS, the Village Attorney has conducted a comprehensive overview of the Village's current Personnel Policy and, in addition to finding necessary legal updates, has found that the current policy contains some provisions which are not applicable to the Village or have not, due to the Village's size, been followed over time; and

WHEREAS, based on this review, the Village Attorney has recommended to the Village Council that it adopt the new Personnel Policy attached to this Resolution, which new provides a more logical organizational structure and brings the policy up to date with prevailing law and best practices; and

WHEREAS, the Village Manager has reviewed the recommended new Personnel Policy to ensure any operational or logistical concerns were accounted for; and

WHEREAS, the Village Council finds the adoption of this Resolution and the new Personnel Policy Manual to be in the best interest of the Village and its citizens.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, THAT:

1. The Personnel Policy Manual attached to this Resolution is hereby adopted.

2. Resolution 2016-09 and the Personnel Policy it created are hereby repealed.

3. The Village Manager shall ensure the Personnel Policy Manual adopted by this Resolution is distributed to Village employees in either paper or electronic form.

BE IT FURTHER RESOLVED that the Village Manager is authorized to enter an employee separation agreement, drafted in a form acceptable to the Village Attorney, where the Manager determines that doing so is in the best interest of the Village.

BE IT FURTHER RESOLVED that the Village Manager, with the concurrence of the Village Attorney, is authorized to administratively correct, without Council approval, any obvious scrivener's errors which may from time to time be found in the Personnel Policy Manual, including spelling, punctuation or outline formatting.

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

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

DULY ADOPTED with a quorum present and voting this 17th day of June, 2026.

_____
Joanne Ribble, Mayor

Attest:

_____
Carol Sacco, Village Clerk

Village of Estero

Personnel Policy Manual

Adopted by Resolution 2026-10 on June 17th 2026

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GENERAL STATEMENT OF VILLAGE'S EMPLOYMENT POLICY

Excellence in government public service is attained, in part, through personnel systems that reflect merit principles and sound administrative management. It is the intent of the Estero Village Council that its Personnel Policy Manual provide firm and clear direction to its employees.

Furthermore, it is the intent of the Council that no unlawful discrimination will exist in the application and administration of any Estero policy, practice, rule, or regulation.

The Village Manager is charged with ensuring that the provisions of this Policy are implemented and made known to the employees of Estero.

This Personnel Policy Manual is not and shall not be considered an employment contract with any person. Nothing herein is intended to create an employment contract between the Village and any person for the purposes of employment, promotions, or for the providing of any benefit.

The provisions contained within this Manual are and shall be considered as part of the terms and conditions of employment of all employees of the Village and should thus be adhered to by all Village employees. The Village Council reserves the right to establish, modify, or make exceptions to these rules when necessary. Any question concerning the interpretation or application of these rules shall be referred to the Manager for resolution.

Employment with the Village is at-will. Unless the Village has otherwise explicitly agreed by separate written contract, either the employee or the Village may terminate the employee's employment at any time, and for any or no reason. To the extent the Village's personnel forms or procedures use words such as 'provisional', 'probationary', or 'regular' employee, the use of such words shall have no interpretation which is contrary to Village employees' at-will status. The Village neither guarantees employment nor offers tenure.

The Village of Estero endeavors to include a comprehensive overview of the rules and policies governing employment with the Village within this Personnel Policy Manual. However, there may from time to time be additional personnel rules, procedures or policies issued by the Council. The Manager may also issue additional administrative rules so long as such additional rules do not conflict with the provisions in this Manual. All such additional rules shall be in writing and constitute a part of an employee's terms of employment.

Equal Employment Opportunity

It is the continuing policy of the Estero Village Council to promote the concepts of equal employment opportunity in its employment function, and to comply with all federal, state and local laws, rules and regulations pertaining to fair employment practices.

1. All employees and applicants for employment will be treated fairly with respect to all terms and conditions of employment regardless of race, color, religion, national origin, ancestry, sex, age, marital status, genetic profile, or any physical or mental disability which does not preclude the performance of the employee's essential job functions with or without reasonable accommodation(s).

2. All personnel opportunities and decisions related to employment, promotions, transfers, reclassifications, compensation, benefits, performance ratings, training courses and programs, layoffs, returns from layoff, terminations, and all other aspects of employment with the Village will be in accordance with the principles of the merit system, which afford equal opportunity by imposing only valid requirements.

3. The Estero Council reaffirms its commitment to equal employment opportunity through open and non-exclusive advertisements of job openings, promotion opportunities, as well as through all other constitutional efforts at affirmative action.

4. Employees who allege that they have been unlawfully discriminated against or treated unfairly in the application or employment process must follow the steps outlined in this Personnel Policy on Illegal Harassment or Discrimination. Non-employee applicants and applicants for temporary employment alleging unlawful discrimination must submit their complaint in writing to the Village Manager, who will conduct an investigation in accordance with the applicable portions of this Policy.

Civility and Customer Service

The Village of Estero holds its employees to a high standard of professional behavior. Employees of the Village are expected to be solution-oriented, team focused, and to provide excellent customer service. Employees are expected to maintain professional conduct at all times, both on and off duty.

Village employees not only serve visitors, residents, and the Council, but are colleagues of one another who work interdependently with each other. Employees are expected to be highly self-disciplined, to respect the personal boundaries of co-workers, to discourage intrusive and overbearing behavior, and to produce quality work in a positive and productive manner. Professional courtesy among employees is of the highest value. The ethical imperative is that no single employee is of more value than another.

Employment Rules and Procedures

1. In the interest of hiring "best qualified and available" candidates to meet Village employment requirements, and to avoid favoritism in hiring practices, the Village Manager is responsible for ensuring that all interested applicants have an equal opportunity to apply for Village employment.

2. Notices of open positions will be published interdepartmentally and/or publicly according to the department's request and concurrence of the Manager. Notwithstanding the foregoing, where the Manager or other official with delegated hiring authority determines that a particular candidate is fully qualified for a position (for instance where an intern or employee in acting status has been working successfully in the position for some time), that candidate may be offered the position without the need to post the position. However, to prevent undue favoritism or nepotism and ensure a diverse, well qualified work force, this exception must be used only on approval of the Manager, and should not be regularly used in place of posting opportunities and allowing candidates to apply.

3. Applicants for Village employment apply for employment in the form and manner, including electronic application submission, as the Village designates. Applicants who make initial contact with an individual Village department or official, and applications/resumes received by other Village departments or officials, shall be directed to the Manager to complete the standard application process.

4. Applications are accepted for announced openings during the published advertising period. If no advertising period is established, the position shall be open until filled.

5. The Village Council is authorized to make the offer of employment to all persons selected to fill positions established by the Village Charter (Manager and Village Attorney). Other vacancies shall be hired by the Manager as provided for in this Policy Manual.

6. Once a position has been filled, the position is closed. Should an opening for the same position come open again within ninety days after first being filled, the Village may make an offer to the next most qualified candidate from among the original applications. Alternatively, or if the vacancy arises more than sixty days later, the position will, absent an exception approved by the Manager, be re-advertised and new applications sought.

7. Current employees chosen for interview for other Village jobs will be allowed to interview during work hours if necessary. The Village will work with the employee to make reasonable adjustments to the employee's schedule to permit the interview. If the interview takes place during the employee's scheduled work hours, the time will not be paid, and employees should use available PTO leave for such purposes. All other interviews are unpaid.

8. The Manager may establish eligibility registers for positions as required by turnover frequency or other recruitment issues. Positions that are identified by departments or the

Manager as being vacant on a regular basis or having certain recruitment needs, may have an eligibility register of qualified applicants established.

9. Pursuant to Florida Statutes § 295.07(1), the Village shall give preference in appointment and retention in positions to:

   a. Those disabled veterans:

      (1) Who served on active duty in any branch of the United States Armed Forces, have received an honorable discharge, and have established the present existence of a service-connected disability that is compensable under public laws administered by the United States Department of Veterans Affairs; or

      (2) Who are receiving compensation, disability retirement benefits, or pension pursuant to public laws administered by the United States Department of Veterans Affairs and the United States Department of Defense.

   b. The spouse of a person who has a total disability, permanent in nature, resulting from a service-connected disability and who, because of this disability, cannot qualify for employment, and the spouse of a person missing in action, captured in line of duty by a hostile force, or forcibly detained or interned in line of duty by a foreign government or power.

   c. A wartime veteran as defined in s. 1.01(14), who has served at least 1 day during a wartime period. Active duty for training may not be allowed for eligibility under this paragraph.

   d. The unremarried widow or widower of a veteran who died of a service-connected disability.

   e. The mother, father, legal guardian, or unremarried widow or widower of a member of the United States Armed Forces who died in the line of duty under combat-related conditions, as verified by the United States Department of Defense.

   f. A veteran as defined in Florida Statutes § 1.01(14). Active duty for training may not be allowed for eligibility under this paragraph.

   g. A current member of any reserve component of the United States Armed Forces or the Florida National Guard.

      The Village may waive a postsecondary educational requirement for a position of employment, other than those positions made exempt under subsection (5), for a current member of any reserve component of the United States Armed Forces or the Florida National Guard or a veteran who has been honorably discharged if the person is otherwise qualified for the position.

Preference in employment and retention, or educational waivers, may be given only to eligible persons who are described in subsections (a) through (g) above.

Pursuant to Florida Statutes § 295.07(5), the positions of Village Manager, department director and Village Clerk are not eligible for preference.

Pursuant to Florida Statutes § 295.085, first preference in appointment, employment, and retention must be given by the state and political subdivisions in the state to a person included under § 295.07(1)(a) or (b), and second preference must be given to a person included under § 295.07(1)(c), (d), (e), (f), or (g), who possess the minimum qualifications necessary to discharge the duties of the position involved.

Pursuant to Florida Statutes § 295.07(6), the Village Manager shall ensure that a written veterans' recruitment plan is developed which establishes annual goals for ensuring the full use of veterans in the Village's workforce. This plan must be designed to meet the established goals.

10. No employee may begin activities associated with working for the Village, including engaging in post-offer screening activities, until the candidate accepts, electronically or otherwise, a conditional offer of employment. No term or condition of employment not consistent with this Policy Manual, including matters of pay, bonuses, PTO advances, moving expenses, or other similar matters, shall be effective unless included within a conditional offer of employment.

11. The Manager is authorized to adopt such forms and procedures as are deemed necessary to effectively implement these employment policies and to conduct such pre-employment screening as may be either legally or administratively required, including background and reference checks and physical or psychological examinations related to job functions. For any position requiring a pre-employment, post-offer examination, it shall be job-related, and given uniformly to all candidates conditionally offered the position. Candidates must meet/satisfy any established screening requirements and any candidate who fails to do so may be denied employment. In addition to the foregoing, for any Village position requiring interaction with law enforcement personnel, records or other matters, access to secure facilities, or otherwise required to pass background standards promulgated by a regulating agency with jurisdiction over such records, personnel or facilities, employees holding such positions must be able to pass the relevant standards and their inability to do so will disqualify them from continued employment.

12. All volunteers are not Village employees for any purpose. However, pursuant to Florida Statutes § 440.02, volunteers are eligible for certain worker compensation benefits for municipal volunteers. Therefore, Village volunteers must comply with all related Village accident or injury reporting procedures.

13. Employment of persons under 18 years of age in either regular or temporary positions shall be subject to and in accordance with applicable child labor laws.

14. To ensure compliance with the Affordable Care Act, when an employee formerly eligible for health benefits leaves the Village's employ for any reason, he/she shall be ineligible for re-hire until the former employee has been separated from the Village for a minimum of thirteen (13) weeks. Additionally, except for any seasonal OPS staff, all persons employed in temporary/OPS positions who are not offered health care coverage shall not be scheduled or permitted to work more than 27 hours per week.

15. Interns.

    a. The Village may from time to time provide internship opportunities for students to experience work in Village government that is relevant to their educational goals and objectives or personal career interests, and to non-students seeking to experience working in a Village position.

    b. Recruitment of interns shall be conducted through the Village's regular recruiting procedures, outlined in this section, unless otherwise approved by the Manager.

    c. Interns shall not be recruited to fill regularly authorized position vacancies or displace regular employees. Interns are considered temporary employees and are not eligible for benefits provided regular employees. Intern appointments shall not exceed 12 months.

    d. For a student to be eligible for employment as an intern, an individual must be a student in good standing, enrolled in or on school-approved break from an accredited secondary or post-secondary school, junior college, college or university, or a vocational-technical school.

    e. Student Interns are required to notify the employing Village department of any change in their academic or disciplinary standing at the institution.

    f. Interns will be paid at the minimum pay rate of assigned pay grades. A departure from the minimum pay rate may be approved by the Manager.

    g. Persons who may be students but who wish to volunteer with the Village outside of any academic program must complete a Volunteer Service Agreement as provided by the Village Attorney.

    h. Students who are present in the workplace and who are not performing any services for the Village, nor participating in any related academic program, are considered to be "job shadowing" and are not considered to be volunteers, or employees, of the Village. Any persons who are "job shadowing" must be approved by the Manager in advance, must not perform any work for the Village, and must be under the supervision of an employee-mentor.

    i. Students who are present in the workplace and who may perform work for the Village but who are not compensated shall meet the requirements of the federal Department of Labor concerning the acceptance of work by student interns. Interns who are not

students must be compensated at least the prevailing minimum wage for work performed for the Village.

j. The Manager is responsible for the development, coordination and promotion of intern recruitment activities and is responsible for ensuring that all interested persons have an equal opportunity to apply and be considered for internship opportunities.

k. Notwithstanding the foregoing, the Village may, from time to time, enter into agreements with educational institutions whereby student interns will be identified, assigned and compensated pursuant to the terms of such agreements.

16. Where staffing needs dictate, a Village employee may be allowed to be employed in more than one position, at different pay rates. Such secondary employment must meet the following criteria:

    a. Only temporary OPS, part-time positions, which are considered to be occasional or sporadic (in accordance with 29 C.F.R., Section 553.30), will be eligible.

    b. The employee's decision to work in a different capacity must be made freely and without coercion, implicit or explicit, by the employer.

    c. The rate of pay for secondary employment positions, including the overtime rate, shall be calculated pursuant to FLSA regulations regarding secondary employment.

    d. The joint position must be in a different capacity, i. e., it must not fall within the same general occupational category as the employee's primary government employment.

17. Employment of Relatives (Nepotism)

    a. Employment shall be in compliance with Florida Statutes § 112.3135 regarding "*Restriction on employment of relatives*." Pursuant to this section, a public official may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in which the official is serving or over which the official exercises jurisdiction or control any relative of the public official. An individual may not be appointed, employed, promoted, or advanced in or to a position if such appointment, employment, promotion, or advancement has been advocated by a public official, serving in or exercising jurisdiction or control over a Village department or office, who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by a Village board of which a relative of the individual is a member.

    b. Relative, for purposes of this section only, shall include father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister;

but shall not include any other relatives who become related by law or marriage not specifically listed above.

c. For purposes of this section only, public official, hereinafter referred to as "official," shall include, but not be limited to, the Manager, Council Members, Village Clerk, and any other managerial Village employee who is authorized to make employment-related recommendations or decisions, whether the official is elected, contracted, or appointed.

d. It is the Village's policy to prohibit an official from having direct supervision over any employee who is a relative of the official, as more fully set forth in Paragraph a. It is also the Village's policy to prohibit an official from having direct supervision over any employee to whom the official is engaged or is otherwise involved in a current romantic or sexual relationship.

e. Direct supervision shall include any situation in which the official would be in a position to make decisions concerning the terms and conditions of the person's employment with the Village including decisions about hiring, promotion, transfer, reclassification, compensation, benefits, work assignments, performance evaluations, training courses and programs, layoffs, return from layoff, termination, and all other tangible aspects of employment.

18. Disqualification and Re-Employment

a. An employee who has been terminated from Village employment for violation of any conduct or performance rule or standard, or who resigns after being notified of the Village's intent to terminate, is ineligible for re-employment for two years from the date of such resignation or termination.

b. An employee terminated due to a positive drug/alcohol test, a refusal to test, or other violations of the Village's drug-free workplace policy; or who voluntarily resigns within two weeks of a positive result in a test for drug use; or when an employee serves notice of resignation immediately upon notification of being selected for such test, is ineligible for re-employment for a period of two years after such termination or resignation. Additionally, a former employee who owes the Village money for drug testing or treatment which was the responsibility of the employee to pay shall be ineligible for re-employment until all funds owed are paid.

c. An employee who voluntarily resigns without giving a two-week notice or is separated from employment for absence without leave (job abandonment) is ineligible for re-employment for a period of one year. In circumstances where the Manager determines that a non-eligible former employee will meet a critical need of the Village which cannot be filled by normal recruitment efforts, the Manager has the authority to waive this waiting period.

19. An employee's anniversary date shall be the date the employee begins employment.

Personnel Files

1. The Village's official records of present and past employees' personnel files are maintained by the Village Clerk, which shall be the custodian of these records.

2. The Manager is authorized to develop, revise and issue all forms related to personnel matters. Therefore, absent specific authorization from the Manager to the contrary, Village departments may not promulgate or make use of any customized or unauthorized personnel forms, including unique leave requests, time records or employee evaluations.

3. Public Records requests for personnel files made to the Village must be transferred to the Village Clerk for a coordinated response. The Clerk shall be responsible for reviewing files to identify any information which has been designated by law as confidential or exempt from public records disclosure. The Clerk, with advice of the Village Attorney as needed, will assert any applicable public records exemptions for such records.

   NOTE: Employees holding certain positions are entitled under Florida law to request that certain personally-identifying information such as home addresses, not be released by other governmental agencies which may be in possession of this information. It is the responsibility of each applicant for and employee holding such a position to make these requests to other governmental agencies.

4. The official personnel record shall contain at least the following documents regarding the employee:

   a. The employee's initial and any subsequent employment/transfer/promotion applications; I-9 form; interview forms; oath of employment; employment contract (if applicable); acknowledgments of receipt of benefits (to include secondary employment approval forms); conditional offer forms; retirement enrollment forms (when applicable); and other related documents required by law or Village policy to be included.

   b. The employee's performance evaluation forms and any written responses thereto;

   c. All official personnel actions, such as promotions, transfers, and pay increases;

   d. Official disciplinary notices and warning or counseling forms issued to the employee;

   e. Signature forms demonstrating an employee's taking of the statutory oath and the receipt of this Policy Manual and other Village policies;

   f. Records demonstrating attendance at Village training sessions.

   g. Any separation surveys provided by a departing employee.

5. The personnel file may also contain the following items, at the discretion of the Manager:

a. Correspondence from citizens, co-workers, etc., concerning the employee's performance of his or her job or contribution to the community (excepting documents which are found to be fraudulent, false, or which are required by law to be separately maintained);

b. Records regarding an employee's education or professional credentials;

c. Such other records as the Manager may deem appropriate for inclusion or which are not prohibited from inclusion by law.

6. The Manager shall also ensure that separate and secured files are also kept and maintained for current and former employees which contain medical records or medical claim records exempt under Florida Statutes § 112.08, the results of drug tests (excepting discipline notices confirming a positive result was received), medical documents provided in support of PTO requests, reports of a healthcare provider discussing specific health conditions or status associated with a fitness-for-duty exam, medical records provided in support of a request for accommodation of a disability under the ADA, and medical records received in the course of administering a worker compensation claim.

7. Notwithstanding the foregoing, the Manager is entitled to review medical records of applicants and current employees when he or she has the business need to do so. Such instances include reviewing an employee's defense against a disciplinary action where the employee cites a medical reason for the conduct or performance, reviewing requests for PTO leave including decisions as to whether an absence is covered by any applicable leave law, reviewing requests for accommodation under the ADA or determining whether the applicant or employee presents a danger to him/herself or others due to a medical condition. The Village Attorney or other attorneys representing the Village in any employment claim or suit are also authorized to examine such records to the extent the claim or suit places the medical condition of the applicant or employee at issue.

8. In the event a Village official examines records which include information otherwise confidential or exempt from public disclosure under law, such official must exercise care and discretion so as not to further communicate any such information to Council Members, subordinates, or an employee's co-workers unless there is a valid legal reason to do so. Village officials in doubt as to their duties in such circumstances are encouraged to seek advice from the Village Attorney.

9. The Manager is responsible for ensuring records are controlled, maintained, disposed of, and that requests for copies are processed, in accordance with the Public Records Act and the rules of the Florida Division of Archives, History and Records Management. To that end, the Manager is authorized to develop such additional administrative procedures and forms so as to accomplish this responsibility.

10. While managerial personnel responsible for drafting performance evaluations may, to assist them in drafting evaluations, maintain separate notes on positive/negative conduct or

performance during the evaluation period, including notes on verbal counseling events, such records are public records and, if specifically referenced in an evaluation or discipline notice, must be provided to the employee on request.

11. Personnel files are public records subject to review under Florida Statutes § 119.07, subject to any applicable exemption(s). Official employee personnel files may be reviewed at Village Hall during normal business hours. The records custodian, or designee, will assist and supervise during the review. Documents cannot be removed or rearranged within the official personnel file during review.

12. Requests concerning past or present employee personnel information should be referred to the Manager who will respond to inquiries from agencies and the general public regarding disclosure of official personnel data.

13. In accordance with the Florida Public Records Act, copies of personnel files may be made and furnished to requesters upon payment of the statutory fees. Money collected is remitted to the Village's general fund. Employees are not charged for single copies made from their official personnel files. However, they shall be charged the established rate for additional copies. The Village Clerk is responsible for reviewing a personnel file prior to production or copying to ensure all material that is confidential or exempt from public records disclosure has been covered. If the Clerk's file is at issue, the review will be conducted by the Village Manager.

14. Official personnel files must be retained for a length of time determined by the State of Florida Bureau of Archives and Records Management. This period is currently twenty-five (25) years following the employee's effective date of separation from Village employment. Because of the permanency of such records, the Manager must carefully review documents to determine their necessity before requesting entry of non-mandatory records into the official personnel file. The Manager is authorized to develop administrative procedures concerning the proper storage of, and access to, records, including medical files, of current or former employees.

Work Week; Hours of Work; Compensation

1. Due to the variety of services provided by the Village to its residents, certain employees may be required to work varying days and hours. The Manager schedules work hours that are necessary and beneficial for the efficient operation of the Village. It is the responsibility of the Manager to manage overtime within budgetary constraints. Pursuant to 29 C.F.R. § 553.23, by accepting employment with the Village, all overtime-eligible employees agree that the Village may elect to provide compensatory time in lieu of payment of overtime work in cash pursuant to its compensatory time policies. Employees may also be required, at the discretion of the Village, to use compensatory time in lieu of PTO leave when requesting PTO time off.

2. Non-Exempt Employees

    a. For purposes of this Policy, all employees not considered exempt will be considered non-exempt, and therefore subject to the minimum wage and maximum hour provisions of the Fair Labor Standards Act (FLSA). Non-exempt employees are eligible to earn overtime or compensatory time at one and one-half (1 ½) times their hourly rate.

    b. Whenever a non-exempt employee becomes promoted or reclassified to an FLSA-exempt position, the employee shall have any accrued compensatory time paid to him/her at their rate of pay of the non-exempt position they held immediately prior to their promotion.

3. Exempt Employees:

    a. For purposes of this Policy, exempt employees are expected to work whatever hours are necessary to accomplish assigned duties and responsibilities. However, it is recognized that because exempt employees are often required to work irregular and/or extended hours, it is appropriate that they be provided a certain latitude in occasionally being away from their place of work during normal work hours. It is the responsibility of the Manager to determine if exempt employee absences are inappropriate.

    b. Exempt employees are not eligible to be awarded compensatory time.

    c. The final determination as to which Village positions are to be classified as Fair Labor Standards Act overtime exempt will be made by the Manager, with appropriate advice from the Village Attorney.

4. Allocation of Work Hours, Workweek and Work Period:

    a. The workweek starts at 12:00 a.m. on Saturday and ends at midnight the following Friday. The normal full-time work schedule includes forty (40) hours during the workweek. These hours should not be construed as either a fixed minimum or maximum. Work hours that exceed a normal workweek may be required. Except as

provided herein or as determined by the Council or the Manager, normal work hours are Monday through Friday, 8:00 a.m. to 5:00 p.m.

b. Lunch periods – Bona fide meal periods (employee is completely relieved from duty for the purpose of eating regular meals) are not work time and are unpaid. The time scheduling and length of lunch periods are coordinated between the employee and the supervisor, according to that Village operating unit's needs. (Note: There is no federal or State of Florida law requiring meal breaks in industries or offices, with the exception that minors 17 years of age or younger shall not be permitted to work for more than 4 hours continuously without at least 30 minutes for a meal period.)

c. Break (rest periods) – Breaks (usually not more than 15 minutes each) may be permitted by supervisors when the work requirements allow them, and must be allowed for nursing mothers to express milk for up to one year after birth. Break periods are considered to be rest periods and must fall within working hours (work is performed immediately preceding and following the break period) and may not be accumulated for additional time away from work. (Note: There is no federal or State of Florida law requiring rest periods, but if they are offered, they must be counted as hours worked.)

d. Flextime is the generic term for flexible scheduling programs – work schedules that permit flexible starting and quitting times within limits set by the Manager. Flextime requires employees to work a standard number of hours within a given time period (usually forty (40) hours during a five-day work week). The Village Manager has the option to authorize the use flextime if it is determined that doing so can better meet the unique needs of a given Village operational unit. However, no Village operating unit or supervisory employee may permit use of flextime until the Manager approves a flex time use procedure which, upon approval, will be published to the employees in that unit, and which will be uniformly applied within that unit.

e. Work-at-Home Program – Given the Village's limited number of employees, and the fact that the Village's employees directly serve residents and customers in person on a daily basis, the Village does not recognize a Village-wide work-at-home program. There may be times when certain projects could be performed by employees who are at home due to extenuating circumstances. Any such projects must be authorized by the Manager prior to work being done. If a project is approved to be completed at home, the project must be familiar to the employee concerned and have definite parameters for measuring time necessary to perform the work. Village equipment is not to be used outside the regular workplace, unless authorized by the Manager. All time worked at home must be reported.

f. Medical Attention – In accordance with 29 C.F.R., § 785.43, time spent by an employee in waiting for and receiving non-elective medical attention on the premises or at the direction of the employer during the employee's normal working hours on days when he or she is working constitutes hours worked except for worker compensation visits.

g. Furlough – Notwithstanding any other provision of these policies to the contrary, where the Council or Manager determines that current budgetary conditions require a reduction in the overall hours employees work in order to remain within the authorized budget, the operational hours of any one or more office, service or function of the Village may be reduced for one or more weeks, days or hours, either consecutively or sporadically. Such periods of reduction may be either by complete closure or operation with a less than full staff as deemed necessary. Employees working within such offices, services or functions will be placed on unpaid furlough during such periods, and hours spent on furlough shall not count as hours worked for any purpose. Pursuant to 29 C.F.R. § 541.710(b), the Manager is authorized to deduct hours spent on any furlough from any employee being compensated on a salary basis if budgetary constraints require the deduction.

h. Electronic Timekeeping – In recognition of the limitations which may be inherent in any electronic timekeeping systems the Village may now or in the future use, including limitations on the delineation of actual lunch or break schedules, non-exempt employees who are unable to enter the actual chronological times for such events shall not be subject to discipline for falsifying records. FLSA non-exempt employees must, however, ensure that their actual hours worked each day are truthfully and accurately recorded in any such system to ensure proper payment of wages due, including overtime pay.

5. Pay Eligibility

a. Extra Hours

The necessity to work extra hours is made at the discretion of the Manager. It is important that the Manager ensure that extra hours are distributed equitably among employees in the same job class qualified to perform the work, while giving consideration to the personal wishes of employees involved. However, it is ultimately the Manager's decision to designate who will perform the extra hours.

For overtime control purposes, overtime-eligible employees are prohibited from coming to work early and leaving late for purposes of conducting work, or working through lunch periods or bringing work home, unless specifically authorized by the Manager in advance. The Manager shall monitor the workplace to ensure that employees who are not scheduled to be working do not remain in the workplace. Nothing herein is intended to prevent an employee from remaining in a Village building during a meal period. However, during such period, the employee is not expected to, and is prohibited from, performing work of any kind (including answering phones or reviewing emails) for the Village.

An employee shall be required to work overtime when assigned unless excused by the Manager. An employee who refuses to work overtime when assigned will be subject to disciplinary action for said refusal. An employee scheduled to work overtime who fails to fulfill the assignment for reported medical reasons will, at the Village's discretion, be required to substantiate the medical absence with a doctor's note or similar proof.

Overtime or compensatory time shall be documented by such paper or electronic time off request process as the Village may currently use. However, if this is not feasible, a schedule of work hours or other form of written documentation should be available to support the designation of overtime or compensatory time.

All hours worked over forty (40) in a workweek are considered overtime and are compensated by overtime pay or compensatory time as agreed or understood before the work in excess of forty (40) in a workweek is performed. Absent emergency circumstances, overtime must be approved in advance by the Manager.

When a non-exempt employee is designated as "acting" in an open exempt position (such as acting Village Clerk or acting Village Manager due to such official's extended absence or separation), the employee shall be compensated during this acting status as an FLSA exempt employee and shall therefore not be eligible for overtime or compensatory time.

However, when a non-exempt employee is only temporarily fulfilling the duties normally associated with an exempt position (such as to cover for a vacationing Village Clerk) in addition to her/his normal duties, the employee shall continue to be paid her/his normal rate of pay, and shall be eligible for overtime and compensatory time, as may normally be applicable.

For purposes of this Policy, exempt employees are paid on a salaried basis and are expected to work the hours necessary to accomplish assigned duties and responsibilities. Paid extra hours are only to be considered under the terms of an approved performance bonus plan compliant with Florida Statutes § 215.425(3).

b. Compensatory (Comp.) Time. Time off in place of overtime is called compensatory (comp.) time.

The Manager is authorized to allow and require employees to accumulate or use Comp Time in lieu of overtime.

6. On-Call Status

An employee required to remain on-call (on Village premises or so close that he/she cannot use the time effectively for personal purposes) is considered to be working in an on-call status. On-call hours are designated as work hours for the workweek and count towards overtime. On-call hours for non-exempt employees are eligible for overtime and compensatory time.

On-call employees must always be reachable by a pre-designated means of communication and able to arrive at the work location within the time established by the Manager or designee. As employees are compensated for on-call assignments, they must refrain from drinking alcohol, taking medications or engaging in any other conduct which would prevent being ready for duty. Further, if they are unavailable when called in, they will be

subject to disciplinary action and will not be paid any on-call pay for that assigned period. On-call assignments should be distributed equitably among qualified employees, consistent with operational needs.

Exempt employees are ineligible for on-call status.

7. Standby Status

Employees who are not otherwise informed that they have been scheduled to work and who are placed on standby status (instructed to be available but otherwise able to use the time effectively for personal purposes) may remain at home, or they may leave word how (cell phone, etc.) and where they can be reached, but they must do one or the other. These employees receive straight time pay (compensatory time not allowed) for hours designated as standby assignment, with maximum accruable hours of three (3) in a 24-hour period. Standby hours must be outside the scheduled (regular or modified-schedule) workday, and may not be assigned to or worked by employees who do not work their regularly-scheduled shift immediately prior to standby assignment, or who are unable to respond, due to illness. Employees who receive advanced notice of a requirement to report for duty, even where such work is to be performed outside of a regular schedule, are not eligible for standby pay. Since assigned standby hours can vary according to circumstances, the following standby pay rules shall apply:

- Less than five (5) hours of standby status is ineligible for standby pay
- One (1) hour of straight time pay for 5 up to 9 hours of standby status
- One and one-half (1.5) hours of straight pay for 9 up to 12 hours of standby status
- Two (2) hours of straight pay for 12 up to 16 hours of standby status
- Two and one half (2.5) hours straight pay for 16 up to 20 hours of standby status
- Three (3) hours of straight pay for 20 up to 24 hours of standby status

If employees on standby status are required to report for duty, they are paid for hours worked, with a minimum of two (2) hours for the first “call out” regardless of time spent responding. Thereafter, employees shall only be paid for the actual hours worked on subsequent “call outs” during the standby period. Call-out hours count as hours worked towards overtime.

Employees placed on standby assignments must always be reachable by a pre-designated means of communication and able to arrive at the work location within the time established by the Manager. As employees are compensated for standby assignments, they must refrain from drinking, taking medications or engaging in any other conduct which would prevent being ready for duty. Further, if they are unavailable when called in, they will be subject to disciplinary action and will not be paid any standby pay for that assigned period.

Exempt employees are ineligible for standby pay.

8. Payroll Records

The Village's work time records or timecards are designed to meet the record-keeping requirements of the FLSA. The Manager is responsible for ensuring a record of work schedules for non-exempt employees is maintained.

Exempt Employees: Due to their exempt, salaried status, and the expectation that they are often required to work irregular and extended hours while having the latitude of occasionally being away from their workplace during normal work hours, exempt employees complete payroll records but do not have to complete a daily record of time worked. For payroll accounting and leave tracking purposes, such employees will need to record absences charged to employee benefit accounts (i. e., PTO, holiday, etc.). Exempt employees are not required to create records of time worked unless absences are charged to their accrued leave accounts.

Non-Exempt Employees: All hours (paid, unpaid or charged to accrual accounts) must be recorded in the Village's paper or electronic time and attendance system daily for the non-exempt employee's scheduled work periods. Pay, including overtime pay, is calculated for each workweek, and paid (if overtime pay) or credited (if comp. time) to employees on the Village's chosen weekly or bi-weekly pay period. Non-exempt employees are required to sign their time records, either physically or, where provided, via electronic means.

9. Compensation During Emergency

Emergency Conditions: When the Village Council formally declares a state of emergency, Village employees who hold positions designated to perform essential services during the actual emergency declaration period shall report to work when required. The Manager may also require employees who perform essential services to work during actual or impending extreme emergency situations or conditions (weather, hazard, etc.), not declared as a "state of emergency."

Pay for Work During Declared Emergency: During a declared emergency, Village offices and operations may close. Employees who are not directed to work in any capacity during such closure must not report for duty during such periods. Employees are not authorized to designate themselves as essential or to perform work of any kind for the Village during a closure of Village offices and operations, unless expressly directed to work by the Manager.

For all employees in positions classified as FLSA exempt, such employees will receive no additional compensation for any hours worked during any declared emergency. FLSA non-exempt employees shall receive compensatory time at 1.5 times their regular hourly rate of pay for any hours worked during any declared emergency regardless of what non-emergency hours he or she may have worked during any given work week and regardless of what specific work assignment such employee is given during the emergency period.

Non-FLSA exempt employees shall not be compensated for any time off during such periods. FLSA exempt employees shall be paid their established salaries except that if they

are not directed to perform any work during the entire work week, such employees shall not receive their salaries for that week.

Employees who are not compensated due to a closure during a declared emergency may, at their discretion, use any available PTO or compensatory leave to accommodate otherwise unpaid periods.

In the event a Village holiday falls on a day where the Village is closed due to an emergency condition, compensation of the holiday for employees not required to report for duty shall be as provided for in this policy with respect to holiday compensation. Employees required to work on a holiday during a declared emergency shall be entitled to take the equivalent unpaid time off with no reduction in leave balance once the declared emergency ends and the leave may be scheduled with the Manager.

All employees with pre-approved leave requests covering the declared emergency period, regardless of leave type, are subject to having such leave cancelled and to being recalled to duty during the emergency period. The Manager shall make every effort to accommodate pressing conditions, and ill employees, when determining which employees to call back from leave.

Failure to Report for Duty When Assigned: Any employee required to report for duty during an emergency condition who fails or refuses to report and/or to perform duties as directed will be subject to termination from employment. Failure to monitor on-call or stand-by phone numbers and respond to calls will constitute a failure to report. The only exception to this policy will be for employees physically or medically unable to report or perform as ordered. For medical conditions, the Village will require after-the-fact medical verification of medical conditions, and reserves the right to require second opinion examinations. Employees claiming a physical inability to report when required are not permitted to cite a mere fear of travel during the emergency condition, or a general concern for not staying with family. Employees, particularly those designated as being critical responders during emergency conditions, have a responsibility to plan ahead for the safety and welfare of their families and the securing of their property so that they will have the ability to report when called. Only extraordinary incidents of inability to report wholly beyond the employee's ability to control will be excused. The Manager is considered a critical responder. Other employees will see such designation in their written job descriptions.

10. FLSA Compliance

It is the Village's policy to comply with applicable wage and hour laws and regulations. Accordingly, the Village intends that deductions be made from your pay only in circumstances permitted by the Fair Labor Standards Act and the U.S. Department of Labor's rules governing the salary basis for pay for exempt employees. The improper pay deductions specified in 29 C.F.R. §541.602(a) may not be made from the pay of employees subject to the salary basis test.

If a Village employee has any questions or concerns about the employee's salaried status, or the employee believes that any deduction has been made from her or his pay that is inconsistent with her or his salaried status, she or he should immediately raise the matter with the Manager. If the employee has raised a concern and it is not resolved within ten (10) business days, or if, for any reason, the employee is uncomfortable discussing the matter with the Manager, the employee must submit her or his question or concern to the Village Attorney for review and response.

To ensure the Village understands the employee's question or concern and is able to conduct a proper review, any such question or concern which seeks the payment of wages allegedly owed must be made in written form. Any such question or concern must, at a minimum, include the employee's name, a brief description of the facts related to the question or concern, and any prior response the employee may have been given by any Village official. The pay period(s) at issue should also be identified. If the employee is unable due to disability to submit her or his concern in writing, the Manager will assist the employee in formalizing her or his question or concern, which she or he will then be asked to review and sign to ensure its accuracy.

The Village is committed to investigating and resolving all compensation disputes as promptly, but also as accurately, as possible. Consistent with the U.S. Department of Labor's policy, any question or concern will be responded to within a reasonable time given all the facts and circumstances. If a review of the matter reveals the employee was subjected to an improper deduction from pay, the employee will be reimbursed and the Village will take whatever action it deems necessary to ensure compliance with overtime rules and the salary basis test in the future.

11. Reclassifications and Reorganizations

Market factors, evolving priorities, evolutions in equipment and materials, employee input, grant funding, or changing organizational needs may cause a particular position classification within the Village to become subject to change. The Village continually evaluates these factors against classified positions accordingly and at times determines, where the position is not wholly eliminated, to re-classify and/or reassign one or a group of positions to better serve the needs of the Village and its citizens. Such reclassifications/reassignments can be minor or significant, and may result in enhancing one or more positions and related duties and requirements, or decreasing a position's duties and requirements. Such reclassifications/ reorganizations are solely within the discretion of the Village and no employee possesses any right or expectation to hold or keep any one position or set of duties.

12. Paydays and Pay

All employees are paid on a bi-weekly basis. Each paycheck will include earnings for all work performed through the end of the previous payroll period. Paychecks are distributed every two weeks at a rate of twenty-six (26) paychecks per calendar year.

The pay period begins on Monday and ends on the second corresponding Sunday. Paychecks/direct deposits are distributed/credited on the Friday following that Sunday.

In the event that a regularly scheduled payday falls on a holiday, employees will be paid on the business day preceding the holiday(s).

Employees may have their paycheck directly deposited into their bank accounts. Employees who opt to utilize direct deposit will receive an itemized statement of wages and deductions when the Village makes the deposits. Employees are encouraged, but not required, to elect to receive their paychecks through direct deposit.

13. Performance Pay

In addition to any general wage adjustment that the Village Council may from time to time adopt, the Council may by separate resolution adopt a compensation program which includes variable wage increases linked to job performance. Such program may distinguish between exempt professional and managerial classifications, and full and part time hourly compensated employees. As to hourly employees, any such program shall be based upon quantifiable measures of performance and shall be designed and administered to ensure discrimination, favoritism or inconsistent application of eligibility criteria do not occur. In addition, pursuant to Florida Statutes § 215.425(3), the Village Council may from time to time adopt, by resolution, a performance bonus plan based on work performance which describes the performance standards and evaluation process by which such awards are to be given. Any such plan must be noticed to all employees prior to implementation. Nothing herein shall be interpreted as creating any requirement to develop or budget funds for pay for performance or bonus programs or policies, nor as creating an entitlement on the part of any employee to receive same.

Holidays and Benefits

1. The following eleven and one-half (11 ½) holiday days are observed by the Village:

   - New Year's Day, January 1st
   - Martin Luther King's Birthday, as designated in January
   - President's Day, as designated in February
   - Memorial Day, last Monday in May
   - Independence Day, July 4th
   - Labor Day, first Monday in September
   - Veterans' Day, as designated in November
   - Thanksgiving Day, fourth Thursday in November
   - Day Following Thanksgiving, Friday
   - Christmas Eve, December 24th
   - Christmas Day, December 25th
   - One-half Day on New Year's Eve, December 31st

   When a holiday falls on a Saturday, the preceding Friday shall be designated a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday. If a paid holiday falls within a scheduled PTO day, the holiday is not counted as a PTO day. Employees on unpaid leaves are not paid for holidays.

2. In addition to its PTO leave allowance, the Village strives to offer its full-time employees a competitive array of insurance options such as health, life, dental, and long-term disability, at favorable premium and deductible levels. The Village also strives to provide employee assistance programs, and facilitates retirement benefit programs and a worker's compensation program.

3. Due to the evolving nature of the employee benefits landscape, for details on the Village's most current benefits package and insurance options, employees and job applicants should consult with the Village's Manager.

Leaves of Absence

1. Paid Time Off (PTO)

   a. The Village's PTO Program allows employees the flexibility to use paid time away from the job to meet the employee's personal needs. PTO may be used for vacation, care of dependents, illness or personal business. The Village's PTO hours are in addition to Village-designated holidays, and any other leave categories set forth in this Policy Manual.

   b. Rate of Accrual. On October 1st of each year, all regular full-time employees shall accrue PTO in accordance with the following chart:

	ANNUAL ACCRUALS			
LENGTH OF SERVICE	Directors		Staff Members	
	Hours	Days	Hours	Days
Date of Hire	228.0	28.5	152.0	19.0
Beginning 7th Year	240.0	30.0	192.0	24.0
Beginning 14th Year	256.0	32.0	232.0	29.0

   c. Any unused PTO will lapse on September 30th of each year, except that employees holding the positions of Assistant Village Manager, Director, Assistant Director, and Village Clerk may request payment for up to eighty (80) hours of unused PTO on September 30th, so long as payment is made on or before September 30th in compliance with Village Charter § 4(6)(c), which prohibits unfunded liabilities. Hours of accrual in the chart above are based upon employees who work a forty (40) hour workweek. When non-FLSA exempt employees work and are paid less than forty (40) hours, PTO hours accrued will be calculated on a pro-rata basis.

   d. PTO for non-exempt employees (which should generally be scheduled no less than three (3) workdays in advance), regardless of whether such leave is used for vacation or other purposes such as court appearance, etc., will not be counted as hours worked towards overtime.

   e. PTO leave will not be earned during an unpaid leave of absence. Each employee shall not earn PTO leave for any time worked over the standard forty-hour workweek or during periods when that employee is in an unpaid status, such as being on leave of absence without pay, on suspension without pay, or on unpaid administrative leave.

   f. Employees may not begin using PTO until after having worked six months. Approved PTO leave will be paid in accordance with the number of hours regularly scheduled to work that day. Employees taking less than a full workday shall be paid PTO hour for hour in no less than ½ hour increments.

g. An employee who, upon separation from employment, has given proper notice and is in good standing with the Village, and who does not resign while presently under an investigation for misconduct, will be paid for no more than 20 hours of accrued but unused PTO time, at the employee's current hourly rate.

h. Employees are not permitted to schedule or use more than three weeks of PTO time in advance of their planned resignation or retirement from Village employment.

i. Use of PTO leave credits cannot be authorized prior to the time they are earned and credited. PTO leave hours are used only with approval from the Manager or designee.

j. Notwithstanding any provision of this Policy referring to "anniversary date" or "calendar year," accruals of leave balances shall be governed by the Village's adopted payroll tracking system, and may be calculated by the payroll calendar year used by that system.

2. PTO Forfeiture; Light Duty

a. Employees shall forfeit any PTO payout provided for under this section if employment terminates because the employee:

(1) Has been found guilty in a court of competent jurisdiction of committing, aiding, or abetting any embezzlement or theft from the employee's employer or bribery in connection with the employment; or

(2) Has been terminated by reason of the employee having admitted to committing, aiding, or abetting an embezzlement or theft from his or her employer or by reason of bribery; or

(3) Prior to termination or retirement, is found guilty of, or adjudged by a court of competent jurisdiction to have violated any state law against strikes by public employees; or

(4) Was terminated for the commission of any felony with the intent to defraud the public or a public agency of the right to receive the faithful performance of his or her duty as a public officer or employee, realizes or obtains, or attempts to realize or obtain, a profit, gain, or advantage for himself or herself or for some other person through the use or attempted use of the power, rights, privileges, duties, or position of his or her public office or employment position.

(5) Forfeiture shall also occur where the employee resigns from employment after having been charged by the Village or other law enforcement authority with any of the above acts but prior to having been terminated.

b. The forfeiture of PTO payout pursuant to this policy is supplemental to any other forfeiture requirements related to public officers or employees provided by law.

c. Light Duty. An employee who provides written documentation from her/his doctor indicating that the employee is unable to perform her/his regular job duties due to an accident, illness, or medically related reason may, with the approval of the Manager, be placed on light duty status or assigned to perform other temporary duties which will not be prohibited by the condition during recuperation, within the following guidelines:

(1) The employee's hourly rate of pay remains the same.

(2) If requested by the Village, the employee submits to a physical examination by a medical doctor (selected and paid for by the Village) prior to approval (or continuation) of the temporary status. Failure to comply could result in denial of use of further PTO.

(3) The temporary light duty status may be approved by the Manager for a period not to exceed three (3) consecutive months.

(4) Requests to remain in the temporary status in excess of the three-month period must be authorized by the Manager. Such requests will only be considered under exceptional circumstances.

(5) Approval of temporary light duty is in the sole discretion of the Village and is conditioned upon the availability of budgeted payroll funds to pay the employee and/or temporary workers at the same time, the disruption which may be caused to other workers in the workplace, the operational needs of the Village, and the availability of actual, bona fide light duty work to be done. The Village will not create light duty work where none actually exists.

(6) With documentation from a doctor stating the employee may return to regular, unrestricted, full duty status, the employee will resume his/her regular position.

(7) When approved to return to regular, unrestricted, full duty status, failure by the employee to do so could result in termination of employment.

(8) Approval of temporary light duty does not signify the Village's agreement that the employee is a qualified individual with a disability under the Americans with Disabilities Act ("ADA") or the Rehabilitation Act, or abrogate any defense that the Village may have under these or similar civil rights laws.

d. Employees who are determined to be unable to perform the essential functions of their job may request a reasonable accommodation under the ADA if such accommodation would then allow the employee to perform her or his essential job functions. Since light duty does not allow the employee to perform all of her or his essential duties, light duty is not a reasonable accommodation.

3. Bereavement Leave

a. Paid leave may be authorized for full time employees who have a death in their immediate families according to the following provisions:

(1) Bereavement leave may be authorized (excluding holidays if scheduled to work the holiday) for up to fourth (40) hours.

(2) Bereavement leave is separate and distinct from other types of leave and is not chargeable to PTO leave balances. Bereavement leave does not count as hours worked towards overtime.

(3) In the event a family death occurs during an employee's approved PTO or compensatory time leave, the time missed due to the death may be designated as bereavement leave, if eligible.

(4) Bereavement leave is paid in accordance with scheduled work hours.

b. Definition of Immediate Family. For the purpose of administering this type of leave, "Immediate Family" is defined as the following persons, as related by blood or law to the employee and/or the employee's spouse: spouse, child, step-child, foster child, grandchild, parent, step-parent, grand or great grandparent, step-grand or step-great grandparent, brother, sister, half-brother, half-sister, step-brother, step-sister, or legal guardian. The definition also includes an individual for whom the employee or the employee's spouse is the legal guardian, and any other family member of the employee or of the employee's spouse who was a full-time resident in the employee's household immediately preceding the death.

c. Proof of Purpose of Leave. Validation of the request is left to the discretion of the Manager.

4. Military Leave

a. For purposes of interpreting this Section, the general term "Military Leave" includes both Military Leave, as provided for in subsection (1) below, and Military Call, as provided for in subsection (2) below.

(1) Military Leave: In accordance with Chapter 115, Florida Statutes, Village employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or a member of the National Guard, shall, upon presentation of a copy of the employee's official orders, be granted military leave on all days during which the employee is ordered to active duty or inactive duty for training. Such employees shall not be required to work or use accrued personal leave on any day during which they are engaged in training under official orders. Whether continuous or intermittent, such leave with pay may not exceed 240 working hours (30 days) in any one annual period beginning January 1 and ending December 31. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military character, including assignments under

applicable FEMA or USERRA regulations, shall be without pay unless required by federal law.

(2) Military Call: Village employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard, who are ordered to active military duty shall, upon presentation of a copy of the employee's official orders, be granted military leave beginning with the day ordered to duty and ending up to 31 days after the date of release from the military service or from hospitalization continuing after discharge. The first thirty (30) calendar days of such leave shall be with full pay. (Note: Employees would only be compensated for scheduled workdays during this 30-day period.)

b. Scheduled workdays for which Military Leave is taken under the rules outlined in subsections a(1) and a(2) above will be compensated as Military Leave or Military Call (as applicable) and will not count towards overtime.

c. Employees requesting Military Leave shall furnish the Manager with competent orders from the appropriate military command as valid evidence of such duty status. These orders shall be kept in the employee's departmental personnel file. Since "competent orders" are not always defined or consistent, the Manager may consult with the Village Attorney for guidance.

d. Any absence in excess of the limits set in subsections a(1) and a(2) above may, upon request by the employee and approval by the appropriate supervisor, be covered by accrued PTO leave or accrued comp. time. If not requested by the employee or approved by the Manager as PTO or comp. time, such absences in excess of the limits shall be approved as military leave without pay. However, such leave shall be without loss of seniority or time in service. Should any portion of the leave be paid leave, the employee shall be entitled to accumulate all benefits granted under paid leave status.

e. Village employees called to active military service will not be discharged, reprimanded, or in any other way penalized because of their absence due to such service. The employee's position may be filled by another employee with substitute or temporary status. Upon separation from the military service, the employee shall be eligible to return to the former position held or a different position in the same class in the same geographic location.

f. Veteran's Leave: A Village employee filling a regular established position and who has been rated by the United States Department of Veterans Affairs or its predecessors to have incurred a service-connected disability and has been scheduled by the United States Department of Veterans Affairs to be examined or treated for the disability, shall be granted veteran's leave for such reexamination or treatment without loss of pay or benefits. The maximum veteran's leave authorized for this purpose shall not exceed six (6) calendar days in any one annual period beginning January 1 and ending December 31. Hours used are not counted as hours worked toward overtime.

g. Issues of military leave not addressed in this policy shall be resolved as provided for state employees in applicable provisions of the Florida Administrative Code, Florida Statutes, and federal law.

4. Jury Leave

a. Whenever an employee (full-time, part-time or temporary OPS) is called for jury duty, upon presentation of the summons to his/her supervisor, the employee will be excused from scheduled workdays and will receive Jury Leave pay for hours actually performing such duty, but not exceeding their scheduled work hours. The employee will not be compensated by the Village for Jury Leave on unscheduled workdays unless the employee requests to substitute a night or weekend shift or portion thereof immediately preceding or following jury duty. The employee keeps any jury fees received.

b. Paid Jury Leave hours are considered as hours worked for all compensation purposes including calculating hours worked towards overtime. The Village does not reimburse an employee for meals, lodging, travel, or any other expenses incurred as a juror.

c. Employees are required to report to work if excused from jury duty during their regular working hours. However, if their scheduled shift has been filled or they are not otherwise needed to complete the shift, they may, with supervisory approval, charge the balance of their scheduled work hours to their PTO or compensatory time leave accounts, or take the time off without pay, but only to the extent they are not able to make up regularly-scheduled hours by means of flex time assignment.

d. An employee called to jury duty shall promptly notify his or her Manager and provide a copy of the court summons so that arrangements may be made in advance for his or her absence from work. Where so requested by an employee's Manager, an employee will provide the head with a statement of actual days spent on jury duty service (such as by memo or e mail) before compensation is approved. Where the Clerk of Court engages in "day prior call in" programs (where unseated jurors call a number to determine whether their presence will be needed the next day), employees who discover their presence at the courthouse will not be required the following day (but who have not yet been released from duty) shall report to work on that day unless otherwise ordered by the Court. Once an employee is released from duty, he or she shall inform the department and report to work.

e. An employee called to jury duty while on PTO leave shall be allowed jury duty pay for that time served in court which corresponds to his or her regular workday. Such employee shall have his or her PTO leave hours restored provided satisfactory evidence of the time served on jury duty is presented to the department. In the event a holiday occurs during the period an employee is serving on jury duty, he or she shall receive holiday pay for the holiday rather than jury duty pay.

f. Employees who have a normal work schedule outside the regular business day (night or weekend shifts) who are summoned for jury duty during the business day immediately following the scheduled shift shall, if they request, be permitted to be excused from their

scheduled work shift (or portion thereof) immediately prior to the jury duty day, in order to rest or otherwise prepare for their jury service. However, such excused period shall not exceed 8 hours and, where an employee requests to be excused from work for a portion or all a scheduled shift, the employee shall not be compensated for the shift or portion thereof, not actually worked (unless PTO leave is used) but shall only be compensated for jury duty equal to the number of shift hours missed performing such duty. Notwithstanding the general requirement for employees to report to duty should they not be required to spend an entire day of jury duty service, night/weekend shift employees who serve any portion of a day for jury duty without taking time off their regular shift shall be paid for the entire shift, not to exceed the number of work hours scheduled.

5. Witness Leave

a. An employee appearing as a witness for the Village in a court case or administrative proceeding within the boundaries of Lee County, in which the Village is a party, including depositions, post-termination proceedings, mediation or arbitration proceedings, or who is subpoenaed as a witness in a court case or administrative proceeding in which the employee's testimony is related to official Village business, is considered to be on duty during such appearance (not including travel time), even during off-duty hours. The employee must remit to the Village any witness fee received in connection with such appearance. In the event the litigation is in a forum outside Lee County, and the employee attends as a witness for Estero, he/she shall be entitled to per diem expenses in accordance with Florida Statutes § 112.061. However, in the event the litigation is in a forum outside Lee County, and the employee is subpoenaed by a party other than Estero, the employee may keep any reimbursement of travel expenses, and he/she shall not be entitled to reimbursement of per diem expenses from the Village.

b. An employee who voluntarily appears at a court or administrative proceeding, as defined above, on behalf of a party litigating against the Village shall be ineligible for witness leave pay by the Village for any time spent at such proceeding and must attribute such time to appropriate available leave balances or take leave without pay.

c. An employee who becomes a party in or is appearing as a witness in any case other than those described in Paragraph a. is considered to be off-duty and must attribute such time to appropriate available leave balances or take leave without pay. Under such circumstances, the employee is entitled to keep any witness fee received.

6. Leave Related to Disability

a. Workers' Compensation

(1) An employee who suffers accidental injury arising out of work performed in the course and scope of Village employment may qualify for benefits during periods in which the employee is unable to work, as provided in the Workers Compensation Law, Florida Statutes Chapter 440. Any employee who has suffered an injury or illness while at work is required to report that injury or illness on an appropriate Village form as soon as

possible. Supervisors who are aware of such illness/injury are required to provide the appropriate form to the employee, to compel the employee to complete it, and to promptly report the incident to the Manager.

(2) An employee receiving workers' compensation wage benefits may, at the employee's election, use any available PTO leave balance in accordance with the PTO leave provisions in this Policy Manual to supplement those benefits. The supplemental payments plus workers' compensation benefits cannot exceed the employee's regular salary. Time spent by an employee accessing treatment for a workers' compensation covered injury does not count as hours worked toward overtime.

(3) An employee who is released to light duty by the workers compensation primary care provider may, at the discretion of the Manager, be assigned to perform other than his/her regular duties during recuperation. An employee who refuses to accept a light duty assignment will be ineligible for other disability leave, may lose workers compensation benefits, and will be subject to disciplinary action for refusal to perform work assigned.

(4) An employee who refuses to return to work after being released to unrestricted full duty by the workers' compensation primary care provider will be subject to discipline, including discharge, or may be deemed to have abandoned his/her job and resigned.

(5) Nothing in this sub-section (a) eliminates or reduces an employee's rights under Florida law, to appeal workers' compensation decisions, nor should it be read as guaranteeing light duty work. Where no bona fide light duty work is available within the employee's assigned work unit, the employee may be required to remain out of the workplace until the employee's physician certifies she/he is able to return to full duty. While no employee will be retaliated against for having submitted a claim for benefits and will give every opportunity for employees to recover from work-related injuries, the Village reserves its right under law to terminate any employee for the inability to perform the essential functions of his or her job where the needs of the Village so require.

b. Short-Term Disability Leave/Reasonable Accommodations/Fitness for Duty Exam

(1) All employees of the Village are expected to be able to perform the essential functions of the positions they hold. At times, a physical or mental impairment may cause an employee to become unable to perform one or more job functions. In such circumstance, it will be the responsibility of the Manager to work with the employee to identify reasonable accommodations which will permit the employee to perform all essential job functions. This process may take more than one try depending on the specific facts of the case. Though the employee's input on accommodations should be given weight, an employee is not entitled to demand a particular accommodation if the Village wishes to provide a different accommodation, so long as the accommodation will permit the employee to perform his or her essential job functions. The Manager, with appropriate advice from the Village Attorney, should be consulted where any questions arise over the identification of accommodations.

(2) Where the Manager, through appropriate medical documentation or written representations from the employee, becomes aware that an employee is unable to perform the functions of his/her job due to illness or injury, she/he will explore with the employee any workplace accommodations which may permit the employee to perform the affected job functions. In conjunction with this accommodation search, or in instances where the facts reveal that an accommodation is not possible or legally unreasonable, the Village may require the employee to submit to a fitness for duty medical examination by a physician named and paid for by the Village. The Village's inquiry will be limited to whether the employee is able to perform job-related functions and if not, the probable duration of the disability and expected return to full duty. If the medical examination confirms that the employee is unable to perform the essential functions of his/her job with or without reasonable accommodation, the employee may request to use any short-term disability policy the employee may have obtained for up to thirty (30) calendar days. The granting of such request is at the discretion of the Manager. NOTE: Outside of a worker compensation claim or a Village-paid fitness for duty examination, Village staff should NOT be directly communicating with healthcare providers of employees. Instead, all such communication will be made through the employee to the provider in writing.

(3) If the Manager approves the use of short-term disability leave, then, at the outset of such leave, the Manager will inform the employee in writing of the maximum duration of the leave and that, at the conclusion of that time period, the employee is expected to return to unrestricted full duty work, if he/she is able to perform the essential functions of the job with or without reasonable accommodation.

(4) The granting, denying, or administration of short-term disability leave under this rule relates only to the ability to remain on the Village's payroll as an employee while accessing a short-term disability leave insurance benefits and does not constitute, and is in no way related to, any paid leave policy of the Village.

(5) An employee authorized to be on short-term disability leave must be paid from the insurance policy first. If absence is authorized beyond those benefits, then PTO hours are to be used next. If PTO leave is exhausted, the employee may request use of any available compensatory time. If the employee uses all such leave or does not have enough leave to cover the duration of the disability leave period, the employee may request to be placed on leave without pay for the balance of the short-term disability leave period. Such period is at the sole discretion of the Manager.

(6) If, at the conclusion of any short-term disability leave period granted, the employee is still unable to perform the essential functions of his/her job with or without reasonable accommodation, the following options are available:

(A) The Manager may require the employee to submit to another medical examination. If the examination reveals that the employee is able to perform the essential functions of the job with or without reasonable accommodation, the employee must

return to work or face discharge, or be deemed to have abandoned his/her position and resigned.

(B) The employee may request an extension of short-term disability leave for another thirty (30) calendar day period not to exceed a total of three (3) consecutive months. The Manager may require the employee to produce medical certification indicating that he/she remains unable to perform the essential functions of the job during these periods. Such requests may be granted under exceptional circumstances, depending on the operational needs of the department.

(C) The Manager may accept the employee's voluntary written resignation for reason of inability to perform assigned duties.

(D) The employee may be non-disciplinarily separated for inability to perform.

(7) While under short-term disability leave without pay, it is the employee's responsibility to pay any group health and life insurance premiums that are normally paid by the employee. Such monthly premiums must be paid by the employee prior to the effective month of coverage; otherwise, coverage may terminate.

7. Domestic Violence Leave

a. Pursuant to Florida Statutes § 741.313, an employee who has been employed for 3 or more months is permitted to request up to 3 working days of paid or unpaid leave during any rolling 12-month period if the employee, or a family or household member of the employee is the victim of domestic violence, where such leave is taken to:

(1) Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;

(2) Obtain medical or mental health care for the employee or family or household member to address injuries resulting from an act of domestic violence;

(3) Make the employee's home secure from the perpetrator of domestic violence or to seek new housing to escape the perpetrator; or

(4) Seek legal assistance or attend court proceedings arising from an act of domestic violence.

b. Domestic violence leave shall be coded as paid PTO leave (depending on whether the reason for taking the leave is to seek medical treatment or not) to the extent the employee has sufficient PTO balances. Otherwise, the leave shall be coded as no pay.

c. Except in cases of imminent danger to the health or safety of the employee or family or household member, an employee seeking domestic violence leave must provide appropriate advanced notice of the leave request, and may be required to produce sufficient

documentation to support the requested leave. To the extent an employee provides personal identifying information related to a request for domestic violence leave, such information shall be maintained by the Village as confidential and exempt from public records disclosure, pursuant to Florida Statutes § 741.313(4)(c)(2).

d. Employees who feel they are not being granted domestic violence leave should contact the Manager to determine eligibility and obtain a suitable resolution to the matter.

8. Leaves of Absence Without Pay

a. Leaves of absence without pay will only be allowed upon depletion of accrued PTO leave balances. The exception to this would be an employee who requests a leave of absence without pay to supplement military leave.

b. The decision to grant leaves of absence without pay is a matter of administrative discretion and must be approved by the Manager.

c. Leaves of absence without pay may be approved up to a maximum of three (3) months.

d. While under a leave of absence without pay, any group health and life insurance premiums that are normally paid by the employee must continue to be paid by the employee. Applicable monthly premiums must be paid by the employee prior to the effective month of coverage; otherwise, coverage will be canceled at the beginning of the delinquent period.

9. Leaves of Absence Related to Judicial Proceedings

a. If an employee is arrested for, and/or charged with, an alleged violation of a federal or State law, county or municipal ordinance, or an order of a court, and/or becomes incarcerated for such reason, the Manager shall investigate as necessary for the purpose of determining whether to take disciplinary action and/or whether to place the employee on judicial leave of absence pending judicial proceedings. The decision to place an employee on leave of absence is discretionary with the Manager. Any decision to place an employee on judicial leave shall be final and not subject to appeal through any grievance process.

b. While in some cases the Village may elect to await the outcome of judicial proceedings prior to discipline action, the Village reserves the right to make its own determination regarding the facts of the case and whether its personnel rules were violated, regardless of the outcome of any criminal proceedings.

c. An employee not incarcerated while awaiting disposition of a charge may be permitted to work if it is determined by the Manager that allowing the employee to work will not adversely impact Village operations or citizen good will, or jeopardize the well-being of other employees or citizens.

d. Judicial Leave is not a right but an option which may be exercised in the sole discretion of the Village and shall be unpaid. However, an employee must use all PTO leave prior to

any unpaid period. Nothing herein should be interpreted as preventing the Village from proceeding to terminate or otherwise discipline an employee at any time after a charge or arrest where the Village possesses adequate information upon which to base its decision.

10. Manager Leave Requests. The Manager, as the chief executive employee of the Village, shall take leave in her or his discretion and shall keep the Council Members reasonably appraised of periods of more than one week when she or he will be on leave.

Non-Disciplinary Separations from Employment

1. Job Abandonment.

Any Village employee absent from his/her position of employment without approval of the Manager for a period of two (2) consecutive workdays/shifts is considered to have resigned without notice. Leaving an after-hours message, or sending a text or email during an unauthorized absence will not constitute approval. Rather, the employee must make actual contact with the Manager, inform that official as to why the absence is occurring (arrest, emergency medical issue, etc.), and obtain approval for the duration of the absence.

2. Resignation

   a. Resignation is the separation of an employee from Village employment through submission of a written or verbal notice of intent to resign. An employee's resignation shall be deemed as accepted by the Village the moment it is tendered regardless of any stated effective date, and no supervisor has the authority to reject or permit an employee to rescind a resignation without the express prior authorization of the Manager.

   b. An employee who wants to leave Village employment in good standing must notify the Manager at least two (2) weeks prior to leaving. The Manager may allow the employee, under extenuating circumstances, to give less than two (2) weeks' notice and still resign in good standing. In the event the Manager determines that it would be in the Village's best interest to deem a resignation notice an immediate resignation or shorten the resigning employee's notice, he/she may do so.

   c. Upon an employee's resignation notice, any interest in continued employment ceases.

   d. Employees who resign from Village employment without two (2) weeks' notice (unless otherwise approved by the Manager), may not be recommended for rehire, nor be eligible for re-employment, with the Village for one (1) year following their date of termination unless approved by the Village Manager.

   e. Village employees separating from Village employment may be requested to complete an employee separation survey to provide the Village with input the employee may have about his/her employment experience at the Village. Completion of any such survey will be voluntary and have no impact on a departing employee's benefits.

   f. An employee who takes any step to run for a Village Council seat, including opening a campaign account for that purpose, filing qualifying paperwork with the Supervisor of Elections, or conducting a press conference or issuing a press release confirming his or her candidacy, shall be deemed to have resigned his or her position with the Village as of the close of business of the date any of these actions are first taken. Nothing herein shall be read or interpreted as preventing an employee from standing for election for

any other elective public office or applying for appointment to any appointive public office.

3. Retirement

a. None of the provisions of this Policy can be construed or interpreted to alter or impair the Village's retirement plan.

b. There is no mandatory retirement age for employees of the Village unless otherwise provided by Florida Statute or a pension plan provision. Continued employment is determined by the employee's ability to perform satisfactorily in the job classification assigned.

c. Employee assistance and retirement information is available from the Florida Retirement System (FRS) as needed. Employees are urged to contact the Manager at least ninety (90) days in advance of the anticipated retirement date to allow time to process any retirement benefit forms required by FRS.

d. Employees who have retired from Village employment may be re-hired by the Village in any position and under such terms and conditions as the Village may offer, consistent with policies or procedures applicable at the time of application, but subject to FRS regulations.

4. Death

a. Separation is effective on the date the death occurs.

b. All compensation due the employee at separation is paid to the beneficiary, surviving spouse, or to the estate of the employee, as determined by law or by executed forms in the employee's official personnel file. The Village will not be able to release final compensation to a surviving spouse or relative just upon request, and proof of the legal right to receive the payment (to the satisfaction of the Village Attorney), may be requested.

5. Layoff

a. It is the intent of the Village Council to provide stable employment to Village employees. However, there may be occasions which necessitate a reduction in the Village work force.

b. A reduction of work force may be instituted in cases of bona fide budget reduction, lack of work, lack of funds, privatization of functions, program or grant discontinuation, technological replacement, or any other significant organizational change or condition of serious financial distress that may occur. When such conditions exist, the Manager may proceed to lay off an employee or employees. To the extent a reduction in force is necessitated by the Manager's proposed budget, layoff decisions shall be consistent with the programs, services or operations to be reduced or eliminated by such budget.

c. A reduction in work force may be made by work site assignment and/or specific function performed and/or unique skills or qualifications held and/or by general job classification and/or by pay grade within the affected Village operating unit. Layoffs which are targeted solely at reduction of salary costs must fairly target the foregoing employee classifications in a roughly uniform way so as not to cause the layoff of a more senior worker where a more junior employee performing the exact same duties and working at the same location is earning more.

d. The duties previously performed by a laid-off employee may be reassigned to other employees already working in positions in appropriate job classifications.

e. Layoff Priority

(1) In the event of layoff, primary consideration will be on the factors set out in Section c above. Thereafter, the order of layoff shall begin with temporary then probationary employees. The next order of layoff shall begin with the employee who has the least seniority.

(2) Seniority shall be determined by Village-wide continuous service. Rules of continuous service shall be observed in deciding the date of last hire for the purpose of seniority determination.

(3) If two or more individuals should have the same hire date for determining seniority, the employee with the most disciplinary and/or counseling notices shall be laid off first.

(4) In accordance with prevailing veteran laws, including Chapter 295, Florida Statutes, certain veterans and spouses of certain veterans may be eligible for preference in retention when layoffs are necessitated. The Manager shall review layoff proposals to ensure compliance with such laws.

f. Village employees who are scheduled for layoff shall not have “bumping rights” to other positions in the Village. However, where the Village is able to forecast a layoff in advance, the Village may establish a time period wherein employees subject to a pending layoff will be permitted to apply for other open positions. During this period, such employees shall, when being interviewed, receive preference in hiring where they are at least equally qualified with outside candidates. Nothing herein, however, is intended to require the hiring of any such employee by the Village where another candidate is clearly more qualified for the position.

g. Employees scheduled for layoff may, if offered by the Village, elect to accept transfer to vacant Village positions for which they are qualified. Such transfer offers may be made at the discretion of the Village and must be accepted by the employee within 3 days of receipt of the written offer. The employee’s pay rate would be adjusted in accordance with prevailing Village policy for any other Village employee changing positions within the Village. Employees who accept a transfer offer under this paragraph shall not be further entitled to any reinstatement to their prior position.

h. Employees on layoff status with no offer of transfer, may for a period of twelve (12) months from the date of layoff apply and receive preference in interviewing for any job for which they are minimally qualified.

i. The Manager shall ensure the Village's health plan Manager is made aware of any layoffs to ensure proper COBRA notices are provided.

j. Reinstatement

(1) Laid-off employees, who have not accepted an offer of transfer to a different Village position, have priority for reinstatement, according to seniority, in jobs within their classifications at the time of separation for twelve (12) months following the effective date of layoff. Laid-off employees reinstated to those classifications within the twelve (12) month period shall have their previous dates of hire restored (including PTO leave accrual rates and any unpaid PTO leave balances in effect at the time of layoff). However, recalled employees may not be offered the rate of pay they had prior to their layoff, where fiscal conditions require a reduced rate for the position. At the end of the twelve (12) month period, all laid-off employees' rights associated with reinstatement are concluded. The Village offers reinstatement to laid-off employees by certified mail to the last known address. (Note: It is the laid-off employee's responsibility to keep the Village notified of any change of address, if he/she is interested in reinstatement.)

(2) Reinstatement is offered to laid-off employees provided they are qualified (medical certification may be required) to perform the essential duties of the job, and are in compliance with current pre-employment requirements including the Village's drug free workplace program. A laid-off employee who is temporarily unable to accept an offer of reinstatement due to medical certification may request a delay in starting work, not to exceed thirty (30) calendar days.

(3) The return-to-work date for a laid-off employee, who is qualified to return to work and compliant with all pre-employment requirements, is determined by the Village's requirements, but the employee must be available for work no later than two (2) weeks following notice or his/her seniority will be forfeited and he/she is no longer considered eligible for reinstatement under the layoff procedures.

(4) If the employee fails to report to work within three (3) business days after receipt of the certified notice or if the employee does not meet all current pre-employment requirements, his/her seniority is forfeited, and he/she is no longer considered eligible for reinstatement under the layoff procedures.

k. Employees who are scheduled for layoff do not have the right to submit appeals or complaints regarding layoff actions, except for reasons of alleged violation of these policies and procedures governing such reduction of work force, or for alleged acts of illegal discrimination. The Manager may elect to offer separation agreements to employees

subject to layoff using available budgeted wage funds. Such agreements should be developed or reviewed by the Village Attorney prior to being offered.

l. Employees who are scheduled for layoff should contact their health insurance provider to discuss their medical coverage and other health benefits.

m. The Manager shall make all reasonable efforts to provide outplacement assistance and services to laid-off employees to the extent Village resources allow.

6. Disability Separation/Reasonable Accommodation

a. All employees of the Village are expected to be able to perform the essential functions of the positions they hold. At times, a physical or mental impairment may cause an employee to become unable to perform one or more job functions. In such circumstance, it will be the responsibility of the Manager to work with the employee to identify reasonable accommodations which will permit the employee to perform all essential job functions.

b. Though the employee's input on accommodations should be given weight, an employee is not entitled to demand a particular accommodation if the department wishes to provide a different accommodation, so long as the accommodation will permit the employee to perform his or her job functions.

c. An employee may be terminated when he/she is unable to perform the essential functions of the job because of a physical or mental impairment, and where no reasonable accommodation has been identified or such an accommodation is rejected. Separations based on the employee's inability to perform the essential functions of the job under the provisions of this section will not be considered disciplinary terminations.

d. If the inability to perform the job occurs due to an on-the-job injury, the employee should be given a reasonable opportunity to reach maximum medical improvement (MMI) as stated by the Workers' Compensation doctor before being separated unless such inability has existed for more than 12 weeks in the immediate prior 12-month period. The point in time at which an employee is considered for separation for an illness or off-duty injury will be dependent upon the operational needs of the Village in conjunction with the availability of a definitive recovery prognosis. Nothing herein prohibits discharge for inability to perform duties, regardless of the source of illness or injury, where the continued non-performance of essential job functions by the employee results in a substantial hardship for the Village's operations.

Disciplinary Actions and Discharges

Since employment with the Village is at-will, employees may be discharged for any or no reason. However, the Village wishes to provide employees with information on what standards will apply to their work with the Village, and information on the Village's disciplinary philosophy.

1. General Provisions

a. The level of discipline an employee will receive for a given offense varies in each case depending on the employee's past work and discipline record, seniority and the severity of the offense.

b. Employees may be disciplined by written notice alone (with or without other conditions), suspension, probation, demotion, discharge or combinations of these for an action or failure to act which adversely affects job performance or the efficient operation of the Village or the employee's work unit. It is the intent of the Village that employees succeed within their own work units. Therefore, transferring of unsuccessful employees from one operational area to another is a disfavored practice, and will not generally be used to address employee performance or misconduct issues.

c. In lieu of formal disciplinary action, the Village Manager may elect to offer and enter into a last chance agreement or voluntary separation agreement with an employee. The Village Attorney shall assist in the drafting and review of any such agreements.

2. Performance and Conduct Rules

While Village employees may be disciplined or discharged for any or no reason, the following are examples of performance and conduct standards employees are expected to avoid violating:

a. Incompetency or inefficiency in the performance of assigned duties.

b. Possession, use, sale, purchase, or attempt to sell or purchase, any illegal controlled substance, on or off duty; misuse of prescription drugs while on duty.

c. Consumption or possession of any alcoholic beverage on duty or while operating or riding in or on Village vehicles or equipment or immediately prior to driving a Village vehicle or operating Village equipment.

d. Reporting to work, or working with, the presence of alcohol or illegal drugs in one's body; or failure to inform supervisor of use of prescription or non-prescription medication which may affect the employee's ability to safely and effectively perform job functions, or otherwise reporting to work while either mentally or physically unfit to perform duty.

e. Refusal to submit to drug or alcohol testing as provided for in this policy or as may be required by law; attempting to contaminate test specimens or otherwise interfering with drug or alcohol testing procedures.

f. Insubordination including refusing to perform work when assigned, or to comply with written or verbal instructions of the supervisory force, including the use of abusive or threatening language or behavior directed toward a supervisor.

g. Refusal to fully and truthfully cooperate in an investigation conducted by or at the direction of the Village or to testify at any hearing or proceeding when directed to do so.

h. Interference with the work of another employee.

i. Conducting personal business during duty hours.

j. Unexcused absenteeism or tardiness, including failure to report to duty at any reasonable time.

k. Political campaigning in writing, orally, or by telephone while on the job or during work hours.

l. Carelessness or negligence in handling or control of Village property or the improper appropriation of Village property.

m. Willful or negligent failure to follow safety rules or procedures.

n. Discourteous, insulting, abusive, or inflammatory language or conduct toward any person, which disrupts the workplace or serves to offend any citizen, vendor or other person with whom the employee comes into contact during the performance of duties.

o. Inability to perform the essential functions of the employee's position with or without reasonable accommodation, including the inability to maintain regular attendance.

p. Failure to comply with ethical requirements in law or these Policies, including the acceptance of a gift under circumstances from which it could reasonably be inferred that the giver expects preferred treatment in a Village-related matter.

q. On or off the job conduct which adversely affects the ability of the employee to perform his/her duties or the ability of another employee to perform his/her duties. This includes conduct that adversely affects the efficient operation of the Village or its work units.

r. Lying, falsifying an official document including employment applications, medical examination forms, accident records, insurance records, leave or payroll records, purchase orders, or any other dishonesty connected with the employee's job or the operation of the Village.

s. Unlawful or unauthorized possession, use, or threat of use, of a deadly weapon, including a firearm, ammunition, explosive device, illegal knife, or other weapon, while on duty, on Village property, or in a Village vehicle.

t. Horseplay, fighting, unsafe conduct, or other disorderly misconduct, while on duty or on Village property.

u. Violation of a Village rule, procedure, order or regulation, any statute or ordinance related to Village employment, or any provision of this Policy.

v. Unlawful or improper conduct, either on or off the job, which would tend to affect the employee's relationship to his or her job, his or her fellow workers, or the Village's reputation or goodwill in the community.

w. Engaging in discriminatory or harassing behavior of a verbal or physical nature which includes, but is not limited to, slurs, epithets, jokes, negative stereotyping, or other acts that relate to race, religion, gender, national origin, marital status, age or disability; or any display or written or graphic material such as photographs or cartoons that denigrates or shows hostility or aversion toward any individual or group because of same; as prohibited by the Village's EEO/AA Policy.

x. Violation of Florida Statute § 447.505, prohibiting public employees from participating in any strike against a public employer.

y. Conviction or guilt of a felony or a misdemeanor of the first or second degree as defined by Florida statutes or federal criminal law, without regard to or status of any criminal proceeding, or any violation of a county or municipal ordinance involving moral turpitude, while either on or off the job.

z. Failure to obtain and maintain, or suspension or revocation, of a state, federal or other license/certificate required or essential to the performance of the employee's job, and failure to inform the Village of such suspension or revocation of license/certification.

aa. The loss, suspension, or revocation of a driver's license when driving duties and/or possession of a valid driver's license are requirements for the employee's job.

bb. Use of Village vehicles for other than Village business, or the failure to use seat belts while driving or riding in Village vehicles, or any other violation of the policies on the use of vehicles for Village business.

cc. Failure to notify the Manager or employee's Manager of any criminal arrest, charge or conviction within three (3) business days of such arrest, charge or conviction.

dd. Operating, using, or possessing tools, equipment or machines to which the employee has not been assigned, or performing other than assigned work.

ee. Productivity or workmanship not up to required standards of performance.

ff. Failure to properly wear a complete Village uniform as provided by the employee's department, or to display proper Village identification as required by Village rules.

gg. Taking more than specified time for meals and rest periods.

hh. Habitual failure to properly and timely complete record of time worked.

ii. Knowingly making any unauthorized marks or amendments to time records of oneself or of another, or requesting or soliciting another employee to make such marks or amendments.

jj. Failure to obtain and keep current the required authorization for outside employment.

kk. Failure to pay just debts due, including debts to the Village, or failure to make reasonable provision for the future payment of such debts, thereby causing operational disruption to the Village or its employees or agents.

ll. Failure to report immediately to the Manager the loss of a Village identification card or access keys.

mm. Knowingly permitting another person to use a Village identification or access card, or using another person's identification or access card, or altering a Village identification or access card.

nn. Failure to keep the Manager notified of current address and telephone number.

oo. Unauthorized posting or removal of any matter on or from any Village website, social media site, bulletin boards or other Village property.

pp. Provoking or instigating a fight, or actively participating in a fight during the workday, including breaks and meal periods, or at any time while on Village property.

qq. Sleeping during work hours.

rr. Unauthorized distribution of written or printed matter of any description on Village premises.

ss. Failure to report to the Village Manager or Village Clerk a request for information, or receipt of a subpoena from an attorney, law firm, or court of law in connection with Village related litigation.

tt. Unauthorized vending, soliciting or collecting contributions at any time on Village premises.

uu. Failure to comply with the Village's computer and internet use policies.

vv. Disregarding job duties by loafing or neglecting work during working hours or stopping work, wasting time, or loitering, or temporarily leaving assigned work area during working hours without permission.

ww. Failure to follow leave request procedures or giving false information to access leave.

xx. Being absent without permission or leave.

yy. Deliberately misusing, destroying, damaging, or causing to be destroyed or damaged, any Village property or property of a co-worker, Village contractor or citizen.

zz. Making false claims or misrepresentations in an attempt to obtain accident benefits, workers' compensation benefits, health insurance payments, or other benefits.

aaa. Knowingly harboring without proper treatment, a communicable disease, which may endanger the health of other employees.

bbb. Concerted curtailment or restriction of production or interference with work in or about the Village's workstations including, but not limited to, instigating, leading or participating in any walkout, sit-down, stand-in, slowdown, sick-out, refusal to return to work at the assigned time for the scheduled shift, or participation in a strike or any concerted activity against the Village as defined in Florida Statutes.

ccc. Threatening, intimidating, coercing or interfering with fellow employees, supervision or the public at any time, including the use of abusive, foul or obscene language.

ddd. Failure to report a work-related accident, illness or injury to the Manager.

eee. Theft or misappropriation of Village funds or other assets.

3. Violence and Weapons

a. Employees shall not bring any knife, crossbow, explosive device, or firearm into Council chambers or Village workplaces while on duty, except for law enforcement personnel and other classifications of persons authorized to possess firearms in such locations by Florida Statutes Chapter 790. In the event future amendments to Chapter 790 conflict with this provision, the statute shall control over this policy.

b. Pursuant to Florida Statutes § 790.251, an employee may keep a legally owned firearm in her or his private vehicle in a Village parking lot when such firearm is lawfully possessed and locked inside or locked to a vehicle.

c. Violence, bullying, intimidation, harassment, or the threat of violence by any employee is unacceptable behavior and will subject the employee to serious disciplinary action, including termination of employment. Bullying is defined as repeated harassment resulting

in maltreatment of one employee to another. The Village will cooperate with the appropriate law enforcement agency to prosecute any person who commits violent acts against employees or Village officials, or threatens any kind of violence towards employees or Village officials.

4. Drugs and Alcohol

a. The Village has zero tolerance for abuse of alcohol and/or drugs in the workplace. The Village provides testing and treatment programs to ensure prevention of substance abuse. Employees with job classifications which are covered by Florida Department of Transportation (FDOT) regulations or are designated as safety sensitive are subject to random drug and alcohol testing.

b. The Manager may use discretion in requiring drug or alcohol testing if a Village employee is injured on the job or appears impaired by alcohol or drug abuse. Although the Village has adopted a drug-free workplace policy, there must be "reasonable suspicion" that drug or alcohol abuse contributed to the accident or inability to perform.

5. Name Clearing Hearings

a. When an employee is discharged, and thereafter the employee believes that his or her file contains stigmatizing information connected with the discharge, or where a Village official publishes information post-termination and connected with the discharge, and which information the employee believes is stigmatizing, the employee may, within ten (10) calendar days of receiving notice of the publishing of the post-termination information, request a hearing for the sole purpose of responding to the information considered to be stigmatizing.

b. In the event such request is made, the Village will appoint a hearing officer to conduct a name-clearing hearing, and shall provide the discharged employee an opportunity to clear his/her name as related to the alleged stigmatizing information.

c. Upon hearing from the former employee and any relevant Village witnesses, a hearing officer appointed by the Manager may recommend to the Manager that a demonstrably false or incomplete statement or conclusion in a file be supplemented with the former employee's side, that the Village issue a retraction or clarification of a demonstrably false or incomplete statement to the public, or some other measure requested by the former employee so as to eliminate or reduce the alleged unwarranted stigma. The hearing officer may also decide to make no recommendation if one is not warranted. The mere confirmation that the former employee had been discharged, the fulfillment of a public records request for documents related to the discharge, or the former employee's disagreement with a discharge decision, will not be proper foundations for a name-clearing hearing. Such a hearing shall not entitle the employee to any relief from discharge.

6. General Statement on Conduct and Performance Correction

a. For corrective action taken against an employee who has violated Village policy, the range of corrective action includes a verbal warning to a formal performance improvement program (PIP) which may include an unpaid suspension from employment. Corrective action will continue until the violation or infraction is corrected.

b. Each employee's past record, tenure, position held, and other factors will be considered on a case-by-case basis when determining how the employee's misconduct or performance problems are addressed within the correction and disciplinary realm. However, in general, while all positions are at-will, the Village believes in the concept of progressive discipline. Therefore, the steps in corrective action will usually be:

(1) verbal counseling/warning

(2) written counseling/warning

(3) written disciplinary notice (which will find a violation has occurred and may impose a period of suspension or demotion)

(4) written disciplinary notice informing the employee of her or his termination.

In addition to these progressive discipline steps, the Village Manager may also develop a performance improvement plan providing for measures which are calculated to bring the employee's conduct or performance back in line with the Village's conduct rules and required levels of job performance. An employee's failure to successfully complete a performance improvement plan may result in termination. Nothing herein shall negate that Village employees serve in at-will positions unless otherwise provided by contract.

Employee Complaint Procedure

1. Definitions

a. Complaint - a written statement made by an employee concerning any non-disciplinary, work-related problem. The statement must state the details of the complaint, and be signed and dated by the employee.

b. Immediate Supervisor - the person in the chain of command to whom an employee directly reports and under whose direct supervision the employee performs his/her job.

c. Regular Employee or Employee - (for purposes of this Section) - a person employed by the Village who is not working in a temporary status.

d. Occurrence - an event that caused the complaint or an incident which the employee, through the exercise of reasonable care, should have known about.

2. General Provisions

a. Purpose

The purpose of the Complaint Procedure is to establish a process for resolving employee work-related problems and grievances at the lowest administrative level possible and to ensure the fair, expeditious and orderly resolution same. The Complaint Procedure shall NOT be used to appeal evaluations or discipline, nor to address allegations of illegal harassment or discrimination. Complaints regarding such matters must be processed under the Illegal Discrimination or Harassment provisions of this Policy.

b. Coverage

(1) The Employee Complaint Procedure is applicable to all regular employees.

(2) Employees, including probationary and temporary employees, who wish to lodge a complaint concerning illegal discrimination must utilize the formal procedures established as to Illegal Discrimination and Harassment set forth in this Policy Manual.

c. Time Limits

(1) The time limits set forth in this Procedure are strictly adhered to unless waived by both parties concerned or the Manager.

(2) Failure on the part of the Village to comply with the time limits enables the employee to proceed to the next step.

(3) If an employee fails to comply with the time limits, his or her problem shall be deemed resolved, and any pending complaint shall be dismissed.

d. Responsibilities of the Manager

The Manager is responsible for ensuring that employee complaints are promptly considered and that each employee is made aware of this procedure.

e. Available Complaint Procedures. Employees have the following procedures available to them:

(1) Opportunity to file a complaint with Manager.

(2) Opportunity for informal resolution of the complaint. An effort will be made within the affected Village operational unit to resolve the problem informally, with the help of Manager as necessary.

(3) Opportunity to bring witnesses and documentary evidence at any step in this procedure.

(4) Opportunity to have copies of relevant records or documents provided by the records custodian when such records or documents are kept by or for the Village in the ordinary course of business.

f. Procedural Steps

The following steps are available to employees for the orderly and expeditious processing of non-disciplinary, work-related problems or complaints.

1. STEP I: Immediate Supervisor

a. When an employee has a work-related complaint, the employee should consult with his/her immediate supervisor within ten (10) calendar days of the occurrence. Employees are encouraged to work in good faith with their respective supervisors for speedy resolutions of their problems or concerns.

b. If a satisfactory resolution is not reached within two (2) of the supervisor's working days following the employee's initial consultation with the supervisor, the employee has two (2) additional workdays to put the problem in writing and to present it to his/her supervisor.

c. The supervisor has two (2) working days (supervisor's working days) from the day the employee presented the written complaint to give the employee a written decision.

2. STEP II: Manager

The Village Manager or his/her designee will consider the complaint. Upon request, the complaining employee may explain his/her position in writing and/or in a meeting with the

Manager or designee. After considering all the available information, including any recommendation by a designee, the Manager will make a final determination within fifteen (15) calendar days after receipt of written submission, meeting with employee, or receipt of designee's report, whichever is last occurring.

Illegal Discrimination or Harassment

1. Policy

   a. Estero is committed to providing workplaces that are non-discriminatory and afford equal treatment to all. The Village will not condone or tolerate illegal discriminatory behavior. This specifically includes sexual harassment and any other type of harassment or discriminatory conduct based on race, color, national origin, religion, sex, marital status, age, citizenship or disability (protected classes).

   b. Employees shall not engage in conduct which violates this policy at any time during working hours, or on Village premises while off duty, or while off duty and interacting with fellow employees (including interactions on social media).

   c. All administrative and supervisory personnel are expected to abide by the Village's commitment to equal opportunity and treatment under the law and to ensure that this policy is fully implemented and enforced.

   d. Due to the severity of illegal discriminatory conduct, and the legal questions which are often involved in investigating such conduct, the procedures in this policy shall be used in investigating and dealing with illegal discrimination complaints.

2. Definitions

   a. Illegal harassment or discriminatory conduct can be any verbal or physical conduct that belittles or otherwise shows hostility or aversion toward an individual or group based upon that individual's or group's race, color, religion, gender (including sexual orientation or transgender status), national origin, marital status, age, citizenship or disability, and that for a reasonable person:

      (5) has the effect of creating an intimidating, hostile, or offensive work environment; or

      (6) has the effect of unreasonably interfering with an individual's work performance; or

      (7) otherwise adversely affects an individual's terms and conditions of employment.

   b. Examples of illegal harassment include, but are not limited to, epithets, slurs, jokes, negative stereotyping, or other acts which are threatening, intimidating, or hostile in nature, that relate to a protected class, or any display of written or graphic material such as photographs or cartoons that belittles or shows hostility or aversion toward an individual or group because of the same.

c. Sexual harassment is generally defined as abusive treatment of an employee by the employer or by a person or persons under the employer's control, which would not occur but for the person's sex, when:

(1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or

(2) submission to such conduct by an individual is used as the basis for employment decisions affecting the individual; or

(3) such conduct has the effect of unreasonably interfering with an individual's work performance or creating an intimidating or offensive work environment.

d. Examples of conduct which may constitute sexual harassment may include, but are not limited to, the following:

(1) unwelcome sexual advances, flirtations, or propositions

(2) actual or implied demands for sexual favors in exchange for favorable treatment or continued employment

(3) unwelcome jokes or remarks of a sexually oriented nature

(4) verbal abuse of a sexual nature

(5) unwelcome commentary about an individual's body, sexual prowess, attractiveness, or sexual deficiency

(6) any display in the workplace of sexually suggestive objects, pictures, posters, or reading material

(7) a coerced sexual act or assault

(8) uninvited physical contact of a sexual nature such as pinching, grabbing, patting, or brushing against another person

(9) uninvited leering, whistling, or gestures of a sexual nature

3. Procedure

a. Any employee or applicant who believes that he or she is being or has been illegally discriminated or retaliated against or harassed must file a timely written complaint with the Manager. To the extent the Village maintains an official form for the purpose of filing a charge under this section, such form must be used and all questions therein responded to fully.

b. If the complaint is against the Village Manager, the employee shall report the complaint to the Village Attorney.

c. Supervisors must not initiate investigations on their own. Rather, they are responsible for immediately bringing any allegation or concern related to potential cases of illegal discrimination or harassment to the attention of the Village Manager (or Mayor/Village Attorney if the complaint is against the Manager).

d. The Manager will be responsible for evaluating all complaints under this policy, obtaining advice of the Village Attorney as needed, and making the determination on whether an internal investigation is warranted. In cases where such an investigation is determined to be warranted, the Manager will designate an appropriately qualified person or persons from outside the employee's operational area who shall be responsible for conducting a prompt, thorough and objective investigation.

e. Employees questioned during the course of an investigation are obligated to cooperate in a full and honest manner. No employee shall face any form of reprisal for making a complaint or for his or her cooperation with an internal investigation. Employees who either refuse to cooperate in an internal investigation, or who intentionally give false information at any point within an investigation, shall be subject to disciplinary action.

f. Once an internal investigation has been concluded, the Manager will review the investigator's written report. The Manager will determine the remedial action to be taken, if any is required. A final written report containing final findings and the actions taken will be generated at the conclusion of the investigation and review, with a copy provided to the complainant. Individuals against whom allegations were raised will likewise be entitled to receive a copy of the final report upon request.

g. Once an investigation has been concluded, it shall be the responsibility of the Manager (or designee of the Mayor if the complaint is against the Manager) to implement the remedial actions which have been found to be necessary and appropriate. The Manager shall be responsible for monitoring the workplace situation, and should be contacted by the complainant or other affected parties if they at any point feel that either retaliation is taking place, or the illegal behavior is continuing.

h. This internal complaint and investigation process does not preclude an aggrieved employee from filing a complaint with the United States Equal Employment Opportunity Commission and/or the Florida Commission on Human Relations. However, failing to first utilize this internal procedure may under the law result in the loss of important legal rights.

Employee Ethics

1. Officer and Employee Ethics: Village officers and employees are required to conduct the affairs of the Village in an ethical manner in accordance with the Code of Ethics for Public Officers and Employees (Florida Statutes 112.311 - 112.326), including, but not limited to, the following:

    a. Duties and obligations will be discharged in a manner that reflects credibility upon the Village. Conduct that gives the appearance that decisions and actions are motivated by personal relationships or for personal gain do not meet the standards of conduct for employees under the Policy.

    b. In conducting the affairs of the Village, no employee shall seek or assure a favorable decision or service by any person or entity, public or private, through acceptance of gifts, loans, favors, or any other form of unethical or unlawful conduct.

    c. Employees shall not be employed or accept employment with any business entity or agency or engage in a professional activity which might result in a conflict of interest or cause/require the employee to disclose confidential information acquired as a result of his/her official capacity with the Village. Approval of secondary employment shall be obtained from the Manager.

    d. No Village officer or employee shall solicit or accept anything of value to the recipient such as a gift (including Christmas gift), favor, loan, reward, promise of future employment, preferred service, benefit, or concession that would reasonably tend to improperly influence the officer or employee in the discharge of his or her official duties or give the appearance of improperly influencing the officer or employee.

    e. No Village officer or employee shall disclose/use information not available to members of the general public and gained by reason of his or her official position for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

    f. No Village officer or employee shall transact, or solicit to transact any business in his or her official capacity with any business entity of which the officer or employee, or his or her spouse or child is an officer, director, agent, or member, or in which the officer or employee or his/her spouse or child owns a financial interest, or otherwise has any material interest therein. No Village officer or employee, acting in a private capacity, shall transact or solicit to transact any business with the Village, or with any of its subdivisions or agencies.

    g. No Village officer or employee shall have personal investments in any business which would, in the opinion of the Village, reasonably create a conflict between his or her private interests and the Village's interest.

h. No Village officer or employee or his or her spouse or minor child shall, at any time, accept any compensation, payment or thing of value when he or she knows, or with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer or employee was expected to participate in his or her official capacity.

i. No Village officer or employee shall have or hold any employment or contractual relationship with any business entity or agency which is subject to the regulation of, or is doing business with the Village, or any part of the Village of which he or she is an officer or employee. Nor shall any Village officer or employee have or hold any employment or contractual relationship which will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties, or that would impede the full and faithful discharge of his or her public duties.

j. Violations of the Code of Ethics for Public Officers and Employees are violations of State law and can result in fines, removal from employment, and criminal conviction; as well as in discipline including discharge from Village employment.

2. Certain Village public officers and employees, including "Local Officers," "Procurement Employees," "Legislative Analysts," and those who are required by law to file either limited financial disclosure forms (Form 1), or full financial disclosure forms (Form 6), are under more stringent requirements, especially with regard to the acceptance of gifts and honoraria. These individuals may request additional guidance as to their ethical obligations from the Village Attorney.

3. Village employees are encouraged to seek guidance from the Manager if there is any question whatsoever about the propriety of any contemplated action prior to such action being undertaken. A copy of the statutory Code of Ethics may be obtained online or by contacting the Village Clerk. Employees may also request, with the approval of the Manager, a formal opinion from the Florida Commission on Ethics in Tallahassee. Such requests shall be directed to the Village Attorney, who shall formulate the request and be the point of contact with the Commission.

4. Procedures Upon Offering of Group Gift – From time to time, including during holidays, Village crews or individual employees may receive or be offered gifts including gift certificates, baskets, tickets, food, or other items of value, from developers, vendors, contractors, lobbyists and other persons who conduct, have conducted, or seek to conduct business with Estero. In such instances, such gifts or offers should be reported to the Manager so that the gift or offer may be evaluated under the applicable ethics laws. In cases where it is determined that a gift or offer may not be accepted, the gift will be returned or offer declined. Nothing herein, however, prevents any person from presenting a gift to the Village, which gift may be accepted on behalf of the Village by the Manager or Village Council and used at the Village's sole direction.

5. While Village employees may, given their positions, attend meetings and provide information, no current employee of Estero may serve as a member of any Estero board, commission, task force or other body, nor hold any other office of Village government, including advisory bodies. Nothing herein shall be interpreted as preventing employees from holding any office of any other governmental entity, or from serving on the board of directors of any corporation, so long as no other ethical conflict prevents such service.

6. Employees who may wish to disclose information concerning alleged violations of law or gross mismanagement, malfeasance, waste of public funds or neglect of duty by a Village agent, official or contractor must follow the Village's Whistle-Blower procedures.

Electronic Communication and Social Media

1. Employees are prohibited from using Village owned devices (computers, tablets, smart phones) for personal use.

2. For those employees of the Village who have been provided with computers, tablets, or smart phones that enable them to send and receive electronic mail (email) and access the Internet to assist in the performance of their job duties, the employees are to use these systems for appropriate purposes related to their job duties.

3. The Internet may not be accessed at any time to gamble or engage in other illegal activities or to view, display, store, download, transmit, or receive any material that is fraudulent, harassing, sexually explicit, profane, obscene, defamatory, or otherwise unlawful, including offensive material concerning gender, race, color, national origin, religion, age, disability or other characteristic protected by law, regardless of intent.

4. It is the employee's responsibility to make every effort to protect the Village's technology resources available to him or her. Each employee is responsible for the use and security of assigned Village computers and passwords.

5. Village employees must adhere to the following technology use rules in order to protect the Village's technology assets and systems/data security:

    - Never write passwords down or share with another individual.
    - PASSWORDS SHOULD NEVER BE SAVED IN MEMORY! Do not store your password on your computer.
    - When leaving the desk, an employee must log out or use a password-locked screensaver to obscure the normal display the monitor. This prevents a logged-in system from being accessed by unauthorized individuals, protects you from an email being sent "from you" without your knowledge, protects the information stored on your computer, and also hides the work currently being done from passers-by.
    - When not in use, keep removable storage media and paper documents containing information that should be protected from disclosure in a secure place.
    - Report suspected computer security incidents such as viruses, unauthorized disclosure or inappropriate use to the Manager or Village Clerk.
    - When reviewing emails, if you do not know who the sender of the email is, or the email does not seem to be regarding legitimate Village business, to not click on any embedded links. CLICKING ON EMBEDDED LINKS MAY ALLOW THE VILLAGE'S SOFTWARE AND DATA SYSTEMS TO BE HIJACKED FOR RANSOM.

6. The Village may, from time to time, elect to utilize one or more social media platforms. Village employees who are not authorized by the Manager to use such social media platforms are not allowed to publish or comment as a representative of the Village via any

Village-established social media account. All uses of social media shall follow the same ethical standards that Village employees must otherwise follow.

7. Employees are expressly forbidden to misuse any social media access privileges in any way, including:

   a. Using social media accounts for unlawful activities, including violations of copyright law, or for activities that are malicious or have the effect of harassing other users;

   b. Misrepresenting the Village's programs or policies in their communications;

   c. Publishing confidential information. Examples of confidential information may include unpublished details about projects, private customer data, protected health information, unreleased bid or financial information, private personnel information and other sensitive or classified information. Determination of confidential-natured content is the responsibility of the site topic Manager and their department director.

Outside Secondary Employment, Employee Private Businesses

1. No Village employee shall work in any enterprise or business, including self-employment, accept outside employment, or render services for private interests, whether paid or unpaid, non-profit or profit, when the employment or service conflicts with the employee's official duties. Nor shall such work create an appearance of conflict or impair independent judgment or action in the performance of the duties of a Village employee.

2. Newly-hired or current employees wishing to engage in, or continue in any enterprise, business, outside employment, or to render services for private interests, paid or unpaid, non-profit or profit, must first submit to the Manager a written request for outside employment. The Manager will make an assessment of the request to ascertain whether the proposed nature and/or schedule of the outside employment will or likely will negatively impact the employee's Village job performance, or if the employment or activity is inconsistent, incompatible, or conflicts with the employee's duties and responsibilities, or may tend to be so. The Manager will then either grant or deny the request. Employees who fail to file a request prior to engaging in outside employment activity may be subject to disciplinary action up to and/or including dismissal. Newly hired employees must declare and seek approval of supplemental employment or other outside business at the time of hiring.

3. The proposed employment shall not be with a business or agency subject to the regulation of, or that is doing business with, the department of the employee, except if expressly permitted by state law.

4. The proposed employment cannot require the employee to disclose or use information gained in his/her official Village position that is not available to the public.

5. Changes in secondary employment or outside business must be reported promptly to the Manager, who will determine whether further approval is required.

6. Permission to engage in secondary employment and outside business may be denied or withdrawn at any time if the Manager determines, in his or her sole discretion, that such activities are interfering with, or may be expected to interfere with, the employee's production, efficiency, duties or responsibilities, or when it causes discredit or is in conflict with Village interests.

7. Any outside employment or business described above is secondary to the requirements of regular Village employment. It must not interfere with or impede the availability of an employee to perform his/her duties and responsibilities. Every employee granted approval under this rule must agree to respond immediately to any call to duty by the Village whenever the Manager determines his/her services are necessary.

8. The Manager must be notified immediately, but no later than the employee's next scheduled working day, of injuries sustained during outside employment. Employees sustaining injuries are ineligible to receive workers compensation benefits from the

Village. PTO leave benefits are allowed based on injury or illness arising from outside employment only if the outside employment has been approved under this policy and only to the extent the employee is not eligible to be otherwise compensated for absences caused by the injury or illness.

9. No Village personnel, equipment, facilities, vehicles, or other property may be used by employees while engaged in outside employment, enterprise or business.

10. No employee shall perform work for private individuals or other governmental departments/agencies as a part of his/her Village employment except when the work is part of contract arrangements, mutual aid agreements, or interlocal agreements entered by the Village Council.

11. No employee of Estero shall have financial interests in the profits of contracts, services or other work performed by or for the Village. Nor shall a Village employee personally profit, directly or indirectly, from any contract, purchase, sale or service between the Village and any person or business. Any employee who violates this rule is guilty of misconduct and subject to immediate dismissal.

Employee Political Activity

1. No person shall be appointed to, demoted, or dismissed from any Village position, or in any way favored or discriminated against with respect to employment with Estero, because of political opinion or affiliations.

2. No person shall use or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure for any person an appointment or advantage in appointment to a position in the service of the Village, or an increase in pay or other advantage in employment in any such position, for the purpose of influencing the vote or political action of any person, or for any other political consideration.

3. As an individual, each employee retains all rights and obligations of citizenship provided in the Constitution and laws of the State of Florida and the Constitution and laws of the United States of America. However, no employee of the Village shall:

    a. Take any active part in a political campaign while on duty or within any period of time during which they are expected to perform services for which they receive compensation from the Village. This will include making or distributing flyers, hand cards, or other campaign or political items in the workplace; or making use of any Village equipment, service or facility in furtherance of any campaign or political purpose.

    b. Use the authority of their position to secure support for or oppose any candidate, party or issue in an election or affect the results thereof.

    c. Use any promise or reward or threat of loss to encourage or coerce any employee to support or contribute to any political issue, candidate or party.

    d. Display on their person (while on duty), Village vehicles or in their workplace, any button, sign, decal or other symbol of support for any elected official, political party, issue or candidate for public office.

    e. Appear in any print, television, radio or other form of advertisement for any elected official, political party, issue or candidate while wearing a Estero uniform, or while identifying oneself as an employee of Estero.

    Nothing herein shall be interpreted as prohibiting a Village employee from using Village resources related to state or local referendum or initiative to the extent authorized by Florida Statute § 106.113 where that employee's duties permit or require such work, and where the Estero Council has adopted a policy or position concerning the matter.

4. An employee who takes any step to run for a Estero Council seat, including opening a campaign account for that purpose, filing qualifying paperwork with the Supervisor of Elections, or conducting a press conference or issuing a press release confirming his or her candidacy, shall be deemed to have resigned his or her position with Estero as of the close

of business of the date any of these actions are first taken. Nothing herein shall be read or interpreted as preventing an employee from standing for election for any other elective public office or applying for appointment to any appointive public office.

5. An employee elected to public office other than as a Estero Council Member shall resign from Village employment if the elected position presents any conflict of interest or interference with the employee's Village job. The Manager may grant written permission to remain in the Village job, if no such conflict or interference exists. For purposes of this section, a conflict of interest will be determined in the sole discretion of the Manager regardless of any other determination.

6. Any person who violates any provision of this section shall be subject to disciplinary action, including discharge. However, nothing herein shall be construed to prohibit an employee's right to file a complaint of workplace discrimination or harassment, to raise a concern regarding workplace safety, to report to appropriate authorities the misuse or theft of Village assets, or to engage in casual workplace discussions on social or political topics, so long as such discussions do not, in the judgment of management, interfere with the orderly, peaceful, and efficient performance of assigned duties or with the valid exercise of authority of management. Employees having questions concerning political activities or the interpretation of this policy should consult the Manager.

Professional Development

1. The Village supports career advancement and enrichment by encouraging employees to participate in courses, seminars, and examinations for which they may qualify, the purpose of which is to reach a compatibility level between personal growth and development and improvement of Village service. Copies of all certifications, certificates of completion, continuing education units earned, or diplomas related documents will be filed in the employee's personnel file. If the educational venue is paid by Village funds, the ensuing paperwork verifying attendance and completion must be mailed or electronically transferred to the Village. Reimbursement for and time off to attend a course, seminar, or exam must be approved by the employee's supervisor before the date of the course, seminar, or examination. The attendance at a course, seminar, or examination for which the Village will be paying for registration, travel, or other expenses shall be subject to adequate funds being available in the Village budget.

2. In accordance with 29 C.F.R. § 785.27, attendance at lectures, meetings, training programs and similar activities need not be counted and, consequently, shall not be counted as working time if the following four criteria are met:

   a. Attendance is outside of the employee's regular working hours;

   b. Attendance is in fact voluntary;

   c. The course, lecture, or meeting is not directly related to the employee's job; and

   d. The employee does not perform any productive work during such attendance.

3. Attendance at training workshops/seminars is permissible during working hours with prior department approval. All employees who attend education or training classes during normal working hours are directed to mark their timecards with the appropriate code as enacted by the Village's payroll system.

4. An employee may not use any Village personnel, equipment or supplies as part of the course or program of instruction. Nor may an employee work on projects or homework, or attend a tuition-reimbursed course during assigned working hours, unless such time is covered by approved PTO or compensatory time leave, or leave without pay.

Village and Personal Vehicle Use

1. When it is necessary to allow an employee to carry out assigned job duties, an employee may be required to operate and control Village-owned/leased vehicles, or to operate a personally owned vehicle for Village business. When possessing a Village-owned/leased vehicle for such a reason, employees may only use it during the course and scope of their assigned employment duties, and under no circumstances is the vehicle to be used for personal business or pleasure, whether during duty hours or not. However, employees may make workday deviations to use restrooms or take meal/comfort breaks.

2. An employee driving a Village vehicle, or a personal vehicle for Village business, must have in his or her possession a valid Florida driver's license with any required endorsements or classifications.

3. Village vehicles will not be used to transport anyone other than Village employees unless the person(s) to be transported are directly involved in the provision of Village-related services or otherwise involved in Village government operations.

4. In normal circumstances, Village owned/leased vehicles are to be driven over the most direct route. Any out of Lee County travel must be pre-approved by the employee's director unless emergency circumstances prevent prior approval.

5. No employee shall operate a Village vehicle or personal vehicle on Village business when any physical or mental impairment causes the employee to be unable to drive. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness, medication or being under the influence of illegal drugs or alcohol.

6. Vehicles driven on Village business must be driven in accordance with all applicable traffic and parking laws, including applicable speed limits. Seat belts must be used by vehicle occupants at all times. Each employee shall be personally responsible for any fines or penalties incurred as a result of driving or parking violations while operating a Village vehicle.

7. Any accident involving a Village-owned vehicle which results in property damage and/or personal injury will be reported without delay to the operator's immediate supervisor, regardless of whether such accident occurs during or after regular duty hours, as well as to the law enforcement agency with jurisdiction over the accident scene.

8. The Village does not normally authorize take-home vehicles. In the event the Village may assign a Village vehicle to an employee for use to and from work, the employee shall be responsible for the personal tax liability for the value of this use. No other Village employee is authorized to take Village vehicles home. Any request for a special exception must be submitted in writing to the Manager.

9. Village vehicles must be maintained in good working order at all times. An employee who observes an apparent safety or equipment defect regarding vehicle equipment should report it to a supervisor immediately and if the vehicle is unsafe, it shall not be driven further. Employees who have been assigned a take home vehicle shall store the vehicle in a safe, secure area at the employee's residence, keep it locked, and shall take all reasonable measures to prevent damage to the vehicle.

10. When Village vehicles are not in use, they shall be parked in a designated Village parking lot.

11. Employees are on notice that they should avoid bringing valuable personal items into Village vehicles. The Village will not be responsible for the loss or theft of any personal items from Village vehicles, and Village vehicles may be inspected or searched at any time at the Village's election.

12. Employees who are assigned a Village vehicle, or who are using their personal vehicle while on Village business, must refrain from speaking on cellular phones while driving the vehicle unless the employee makes use of a "hands-free" device. Employees not using hands-free devices must bring their vehicles to a full stop in a safe location prior to using a cellular phone. Employees shall not text or type on smart phones while driving.

13. Employees shall not smoke, vape, or use smokeless tobacco within any Village vehicle.

14. No Village employee shall order, authorize or permit any non-Village employee, including contractors and temporary workers, to operate any Village vehicle, including cars, trucks, earth-moving equipment, airplanes, all-terrain vehicles, and boats, unless same is absolutely required to respond to an extreme emergency or imminent threat to life or safety and no Village employee is available to operate the vehicle.

15. If an employee is assigned a take-home vehicle, the employee may not use the Village-owned vehicle to engage in personal business while commuting to/from work, including shopping trips, stopping at dry cleaners (other than to pick up or drop off Village uniforms), or picking up or dropping off school children.

16. By law, the Village may not be required to cover injuries or damages resulting from use of vehicles by its employees unless such use was in the course and scope of employment. Employees are therefore warned that failure to limit use of Village vehicles to such purposes may result in personal financial liability for any such damage or injury to the employee or third persons. To the extent the Manager determines appropriate, employees being granted use of Village vehicles or being instructed to use personal vehicles to conduct Village business may be required to execute acknowledgement forms concerning issues of liability.

17. Authorization given to an employee to use a Village-owned vehicle, whether take home, daily assignment, pool or otherwise, is not and shall not be construed as being a guaranteed benefit or entitled form of compensation to the employee. Vehicles are assigned based on

operational needs and budgetary limitations and the Village may remove, reassign, or decommission any of its vehicles at any time within its discretion.

Travel Time

1. Ordinary home to work travel is not considered "hours worked" or compensable time. (This includes travel time to and from home for employees assigned a take-home Village vehicle.)

2. Exempt Employees

Travel time and/or attendance at a meeting, seminar, conference, etc. (voluntary or requested by the Village) is compensable only when it occurs during regular working hours during the regularly scheduled workweek.

3. Non-Exempt Employees

    a. Travel time and/or attendance at a meeting, seminar, conference, etc., which is for the Village's benefit and at the employer's request is compensable, regardless if it occurs within or outside regular working hours. These hours count as hours worked towards overtime.

    b. Travel time and/or attendance at a meeting, seminar, conference, etc., which is voluntary and not required by the employer, will be compensated only during regular scheduled working hours during the regularly scheduled workweek.

Work Attire, Uniforms

The Manager is authorized to adopt reasonable standards of personal dress, appearance and hygiene during working hours. Personal appearance should be evaluated based upon the type of work, the work environment, and the amount of public contact required by the job. Designated uniforms or work clothes shall be worn as required by Village policy.

1. If the Village provides an employee a uniform, the employee shall be required to wear such uniform as a condition of employment.

2. Employees required to wear uniforms shall only wear the uniforms while on duty or commuting. Wearing uniforms at any other time is strictly prohibited.

3. Uniforms are Village property and must be returned to the Village upon separation or transfer to a position which does not require use of the uniform.

4. It is the responsibility of the employee to ensure that their uniforms are properly maintained and laundered.

5. Employees may be subject to disciplinary action, up to and/or including dismissal, for violation of any of the above.

6. If the Village mandates the wearing of particular clothing or equipment to facilitate workplace safety, the Village will acquire such clothing or equipment at Village expense.

Miscellaneous Policies

1. Area-Specific Rules

Though Estero attempts, where possible, to maintain uniform rules generally applicable to all Village employees, unique needs in specific Village operational units may call for customized rules. Therefore, the Manager may promulgate and implement additional rules unique to a given operational unit based upon operational needs and requirements as a supplement to this Policy Manual. Such rules, when issued, shall be applicable to employees of that unit as though they were published herein.

2. Expense Reimbursement

Expense reimbursement is authorized for approved travel and attendance at conferences and educational seminars. If authorized, an employee may utilize a Village-owned vehicle to travel to a conference or training. If an employee elects to travel to a conference or seminar using her or his personal vehicle, the Village will reimburse funds paid for gasoline used (based on vehicle mileage using the shortest route between Village Hall and the event location). However, the Village will not reimburse for any additional mileage expenses.

Employees must secure supervisory approval for all reimbursable expenses in advance of incurring those expenses. Other instances of legitimate reimbursement will be reviewed on a case-by-case basis provided the request for reimbursement is made before expenses are incurred. Documentation for all reimbursable expenses must be submitted in a timely fashion to the Treasurer for processing and appropriate budgetary assignment. Expense reimbursement shall be governed by Florida Statutes § 112.061.

3. Personal Cell Phone Use

Employees are prohibited from using personal cell phones to conduct Village business. In the event an employee does so, then, in addition to any disciplinary action which may be taken, the employee is on notice that her or his cell phone records related to Village business (whether created on a personal or Village-issued device) shall be subject to access for the Village's compliance with public records laws. An employee shall not maintain an expectation of privacy for cell phone records if the employee's personal cell phone (including text messaging) is used for Village business. The employee's cell phone records associated with Village business shall also be subject to production in the case of disciplinary proceedings.

4. Village Property and Supplies

    a. Employees are expected to take proper care in the handling and use of all Village equipment and property. Employees are not to remove Village property from the premises without authorization by the Manager with the exception of those items that have been authorized for use off the premises such as cellular phones, pagers, laptop computers, etc.

b. Employees are not permitted to "recycle," "scavenge" or take for personal use any used or excess supplies, tools or equipment, including construction materials and office supplies, absent a published Village policy on re-use or recycling of such materials.

c. The Village shall keep and maintain a record of all Village property assigned to any Village employee with a value in excess of $1,000.

d. Upon request or separation from employment, employees shall return all Village property to the Village. By accepting employment with the Village, employees agree that the replacement cost for all property damaged, lost or not returned may be deducted from the employee's paycheck without need to file any further legal action against the employee, except to the extent a deduction would reduce pay to an hourly rate below the prevailing minimum wage.

5. Village Communications Equipment

All Village equipment, including electronic communications systems such as e mail and voice mail, is the property of the Village and is subject to monitoring at any time, with or without further notice, at the sole discretion of management. All Village employees are required to comply with the terms of the Village's computer and internet use policies, to the extent such are adopted by the Manager or the Village Council.

6. Address and Telephone Number

Each employee shall provide the Village with a current physical address, telephone number, and contact information. The employee shall also provide and maintain a current name and telephone number of an emergency contact. The Manager must be informed of any change in the above-required data in a timely manner.

7. Statements by Village Employees to Attorneys, Law Firms, or Others Concerning Employees or Village Business

Village employees may from time to time be requested or subpoenaed to make a statement to an investigator, an attorney, or a law firm. These statements may be concerned with an actual or contemplated legal action against the Village. Employees are not generally authorized to make representations to anyone regarding Village business. Therefore, should any employee receive either a request to make a statement or be subpoenaed regarding Village business, the employee shall discuss the matter with the Manager and, prior to making any oral or written statements, the matter should be reviewed with the Village Attorney. Nothing herein should be interpreted as preventing an employee from speaking with his or her own legal counsel regarding personal legal matters, nor from speaking with a representative of a labor association concerning any grievance, mutual aid or concerted activity as protected by Florida Statutes § 447.301.

8. Media Relations, Requests for Interviews

a. The Village's official positions and policies are set and communicated to the public by the elected Council Members and, in certain circumstances such as litigation or administrative matters, the Village Manager or Village Attorney.

b. However, other Village employees may from time to time be asked by various media outlets to provide comments or interviews concerning the Village's policies, operations, or other such matters. To ensure that the Village's official positions on matters related to the business of the Village are communicated to the media in a consistent and informed way, any employee who receives a media request to be interviewed or to provide comments concerning Village business shall refer the matter to the Manager, who will determine the appropriate response. Unless first authorized by the Council or Manager, employees shall refrain from providing comments or being interviewed regarding Village business or policy.

9. Recording Workplace Communications Prohibited

Chapter 934, Florida Statutes, prohibits interception of wire or oral communications by electronic, mechanical or other device without the consent of all parties involved. Recordings related to Village business are also public records subject to being retained and inspected. Employees are therefore prohibited from recording any conversations between individuals, whether fellow employees, subordinates or citizens, with or without the permission of all parties, except as otherwise provided by law, as part of an official Village broadcast production, as may be authorized by a criminal investigation conducted by law enforcement, or as is authorized by Village policies regarding Village-owned phones, faxes, radios and computers.

10. Loss of or Failure to Obtain Professional Certification or License

a. Where an employee's position with the Village requires any specific certification, license or other credential, including driver's license, as a condition of holding that position, the employee is required to obtain and maintain the certification, license or credential, and to provide written proof thereof upon request. An employee who loses or within the provided amount of time fails to obtain the required certification, license or credential for whatever reason, including suspension, revocation, or expiration, has a responsibility to immediately report this fact to the Manager. Failure to provide timely notice will result in discipline up to termination.

b. Upon timely notification by an employee that he or she has lost or failed to obtain the certification, license or credential, the Manager shall have the following options:

(1) Make a reasonable effort to reassign the employee, on a temporary basis, to appropriate and available responsibilities not requiring the certification, license or credential, for a reasonable timeframe up to the subsequent exam/incident follow-up and results notification date to provide continuous employment during his or her efforts to attempt to acquire or obtain reinstatement.

(2) Allow him or her to use any available and applicable leave during the allotted timeframe while obtaining reinstatement.

(3) Place him or her on a temporary administrative leave of absence without pay not to exceed the allotted timeframe.

c. An employee who fails to have his or her certification, license or credential reinstated, or to initially obtain same within the allotted period, may apply for and be considered on a competitive basis for any vacant Village position for which he or she is qualified. If the employee is not selected or does not apply for such position prior to expiration of the allotted timeframe, then he or she shall be non-disciplinarily separated for failure to obtain or maintain a necessary job qualification.

11. Searches on Village Property

a. The Village seeks to provide a safe work environment for all its employees. To that end, the Village reserves the right whenever the Manager has reasonable suspicion to believe an employee has brought on Village premises or work sites alcohol, illegal drugs or controlled substances, or any other illegal or prohibited item, or stolen property; or has misused Village equipment, to search Village property including, but not limited to work locations, desks, file or storage cabinets, computer files (including software, hardware, metadata, e mail, voice mail, and internet activity), lockers (locked or unlocked), Village owned or controlled vehicles, and all other Village equipment.

b. On a case-by-case basis, and where a reasonable suspicion of a violation of Village policies has occurred or is occurring related to the item searched, employees may be requested to display personal items brought into Village offices or workspaces for visual inspection. Failure to comply with a search or visual inspection request from supervisory or security personnel will be grounds for discipline. Searches of an employee's personal property, such as briefcases or food containers, will take place only in the employee's presence unless an emergency condition exists which would, if confirmed, present an immediate danger to others or the employee him/herself. Employees who do not wish to subject personal items to possible inspection are strongly advised to leave such items at home.

c. The Village will make every effort to honor the personal dignity of employees during any search but will take appropriate disciplinary action in cases where prohibited items or activities are uncovered, regardless of how such item(s) or activity has been discovered (accidentally or in the process of a search).

12. Employee Arrest or Charge

Employees must inform the Manager, either verbally or in writing and either personally or via an attorney or family member, etc., within three (3) business days of their being criminally arrested, charged or convicted of any state or federal crime, including for violation of parole or probation. Failure to do so will result in disciplinary action.

13. Use of Tobacco and “e cigarettes”

Use of any e-cigarette or tobacco product is prohibited within Village owned/leased buildings, including bathrooms and doorways, except in areas specifically designated and designed for smoking. Employees desiring to use a tobacco product or e-cigarette must do so at least twenty feet from any Village facility entrance.

14. Village Bulletin Boards and Common Areas

The Village may from time to time establish and ordain certain display cases, bulletin boards, or the like for the purpose of posting authorized communications to employees and/or the public. The purpose of such bulletin boards or display cases is not to create a general speech area but is instead intended to effectively and efficiently communicate information to citizens and employees. Employees are thus prohibited from posting any item not approved by the Manager in advance and not related to Village business or Village employment. Employees are likewise prohibited from removing any posted notice or item from a Village display case or bulletin board unless authorized, and from posting, or facilitating or authorizing anyone else to post any advertisement, notice, solicitation or any other printed materials in, on or along any common area of any Village building or facility. Common areas include, but are not limited to, break rooms, entryways, doors, hallways and parking facilities.

15. Communicable Diseases

The Village government desires to maintain a workplace free from preventable risks of communicable illness or disease. Therefore, all employees of the Village are required to properly treat any communicable disease which would present a danger to the health or safety of fellow employees. Employees should, in consultation with their health care providers, take appropriate precautions within the workplace to reduce any infection risks to co-workers. The Village does not seek to needlessly impose on the medical privacy of its employees and where a communicable disease or illness is adequately managed and treated, the employee need not disclose same to co-workers or the Village. However, should the employee desire the assistance of the Village in modifying working conditions to prevent risk of transmission, the Manager should be consulted and any records generated concerning the medical condition will be treated as confidential as permitted by state and federal law.

16. Inventions and Intellectual Property

Any invention, method, program, publication or other form of intellectual property which is developed by a Village employee during work hours or using Village equipment or resources, is the property of the Village. Employees are prohibited from seeking to patent, trademark, service mark, copyright or otherwise register such intellectual property without the prior authorization of the Village Council.

17. Letters of Reference

Though all employees have the right to express their personal opinions regarding another current or former co-worker, no employee below the rank of Village Manager may write any letter of recommendation, commendation, etc., on Village letterhead without the express prior approval of the Village Manager.

18. Tobacco Free Workplace

The Village has established a tobacco free work environment and applies to all employees and volunteers. This policy and guidelines were developed in an effort to provide a more healthful working environment for all employees of the Village.

The use of tobacco is prohibited in any building or area owned, operated, occupied, or used by the Village and includes all types of tobacco and tobacco-like products, including smoke and smoke-less tobacco, chewing tobacco, and other smoke able products, and electronic cigarettes. Such products may be used outside of Village buildings within parking lots or areas designated for such use, but not within 20 feet of the outer door of such buildings.

19. Drug-Free Workplace

A. Drug-Free Workplace Established

Substance abuse is a problem that affects everyone in the workplace, as well as a social problem. The abuse of alcohol and use of illegal drugs endangers the health and safety of the abusers and all others around them. Accordingly, the Village is hereby declared to be a Drug-Free Workplace in accordance with Florida Statutes Chapter 440.101 et seq., and their implementing Drug Testing Rules. The Village hereby adopts the definitions set forth in Florida Statutes § 440.102 in their entirety. The Village's Drug-Free Workplace Program shall apply to all Village employees and to job applicants for safety sensitive or special risk positions.

B. Standard Policies

1. Illegal Drug Use Prohibited. An employee bringing onto the Village's premises or property, including parking lots, having possession of, being under the influence of, or possessing the employee's body, blood or urine in any detectable amount, or using, consuming, transferring, selling or attempting to sell or transfer any form of illegal drug as defined in this policy while on Village business or at any time during the hours between the beginning and ending of the employee's workday, whether on duty or not, and whether on Village or customer business, property or not, is subject to discipline including discharge or suspension without pay from employment, even for the first offense. Failure to submit to the required drug test is grounds for discharge or suspension without pay from employment.

2. Alcohol Abuse Prohibited. An employee who is under the influence of alcoholic beverages at any time while on Village business or at any time during the hours between the beginning and end of the employee's workday, whether on duty or not, and whether on Village

business, property or not, is subject to discipline including discharge or suspension without pay from employment, even for the first offense.

An employee shall be determined to be under the influence of alcohol if:

a. the employee's normal faculties are impaired due to consumption of alcohol, or

b. the employee has a blood alcohol level of .04 or higher.

3. Employees are encouraged to voluntarily seek professional support for drug or alcohol-related problems. Employees who seek treatment shall discuss the situation with their supervisor if leave time, with or without pay, is required for the employee to obtain treatment or hospitalization.

4. Failure to submit to the required drug test or providing a false sample or tainting, adulterating or tampering with a drug test is grounds for discharge or suspension without pay from employment. An employee will be terminated for refusing to submit to a drug or alcohol test.

5. Employer Action

Any employee or job applicant whom the Village is advised has a positive confirmed drug test, including for alcohol, will be subject to discharge even for the first offense. Employees are not eligible for rehire unless they show proof that they have completed a drug and/or alcohol rehabilitation program. If rehired, the employee will be subject to random testing for two (2) years, no more than twice in one year.

C. Definitions

1. "Legal Drug" includes prescribed drugs and over-the-counter drugs, which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured. To the extent they are not classified as Schedule I drugs by the federal government, the term does not include medical marijuana, edibles, and low-THC cannabis, as those terms are defined in Florida Statutes § 381.986(1), where such substances are prescribed, possessed, purchased or used by a "qualified patient" for a "medical use" (as those terms are defined by the statute).

2. "Illegal Drug" means any drug (a) which is not legally obtainable; (b) which may be legally obtainable, but has not been legally obtained; (c) which is being used in a manner or for a purpose other than as prescribed.

D. Reporting Convictions and Civil or Administrative Actions

1. Criminal convictions

Employees must, no later than five days after a conviction relating to the use or possession of drugs or alcohol, notify their Department Director of such conviction(s). Failure to notify the employee's Department Director shall be cause for immediate termination, unless good cause exists for failure to report the conviction to the Village. The Village may report the conviction to any federal, state or local agency with which it is required by law to report.

2. Civil or Administrative Actions

It is each applicant's or employee's responsibility to notify the laboratory of any civil or administrative action brought pursuant to the Florida Workers' Compensation drug-free workplace program laws, Florida Statutes § 440.101, et seq.

E. Types of Drug Testing

The Village will conduct the following types of drug testing as deemed appropriate under the circumstances:

1. Pre-Employment Drug Testing

This type of testing applies to individuals who apply for a "safety sensitive" or "special risk" position. All final candidates within these categories will be tested. An offer of employment may be made pending the results of the drug test. If work has already begun, employment is conditional upon the receipt of, and successfully passing, the drug and alcohol test.

2. Reasonable Suspicion

Employees will be required to submit to a drug and/or alcohol testing at a laboratory chosen by the Village if there is reasonable suspicion of substance abuse. Circumstances that could be indicators of a substance abuse problem and considered reasonable suspicion are:

- Observed alcohol or drug abuse during work hours on Village premises
- Apparent physical state of impairment
- Incoherent mental state
- Marked changes in personal behavior that are otherwise unexplainable
- Significantly deteriorating work performance that is not attributable to other factors
- Information that an employee has caused or contributed to, or has been involved in an accident while at work
- Abnormal conduct or erratic behavior while at work
- A report of illegal drug use, provided by a reliable source
- Evidence that a drug test has been tampered during employment with the Village
- Evidence that an employee has possessed, sold, solicited or transferred illegal drugs while working or while on Village premises, or while operating Village vehicles, machinery or equipment

3. Fitness for Duty. Substance abuse testing is conducted for all employees who receive a physical fitness exam as a routine part of their job.

4. Random

The Village will conduct random drug tests only as permitted by law.

5. Post-Accident

Employees may be required to submit to a drug and/or alcohol test with regard to any workplace injury that requires medical treatment away from the property.

6. Follow-Up

If the employee, in the course of employment, enters an employment assistance program for drug related problems or a drug rehabilitation program, the Village will require the employee to submit to a drug test as a follow-up to such program, unless the employee voluntarily entered the program. In such case, the Village has the option to not require follow-up testing. If follow-up testing is required, it will be conducted at least once a year for a two-year period after the completion of the program. Advance notice of the follow-up testing date will not be given to the employee who is to be tested.

F. Confidentiality

All information, interviews, reports, statements, memoranda and drug-free results through the Village's drug testing program will be treated as confidential to the extent required by law, except as consented to by the employee or applicant.

G. Use of Prescription and Non-Prescription Medications

Each tested individual shall report, on a confidential basis, to the Medical Review Officer (MRO), the use of prescription or non-prescription medications both before and after being tested. A form will be provided to each individual to list such medications. This form should only be filled out at the collection facility not at the Village. Additionally, such medications may be disclosed orally to the MRO after being tested, if contacted by the MRO. The individual must not disclose such medications or provide the form requesting such information to any Village employee. The individual can consult a testing laboratory for additional information about medication that will affect a drug test result.

H. Positive Drug Test Results

Any employee or job applicant who receives a positive confirmed drug test result may contest or explain the results to the MRO (and the Village) within five (5) working days after written notification of the positive test results. If an employee or job applicant's explanation or challenge is unsatisfactory to the MRO (and the Village), the Medical review Officer shall report a positive test result back to the Village, and that the person may contest the drug test pursuant to Florida law, and has a right to appeal to the Public Employee Relations Commission or applicable court.

I. Employee Assistance Programs and Local Drug Rehabilitation Programs

The Village encourages all employees who need assistance in dealing with alcohol or drug dependency problems to seek counseling through the various private and public agencies that exist in our community. Examples of such agencies are listed below.

Hazelden Betty Ford
950 6th Avenue North
Naples, FL 34102
(239) 659-2340

The Willough at Naples
9001 Tamiami Trail E
Naples, FL 34113
(800) 722-0100
(239) 793-0534

Employees who come forward to request treatment or a leave of absence for treatment will not be subject to discipline. Employees may not, however, escape discipline by first requesting such treatment or a leave of absence after being selected for testing or violating Village policies and rules of conduct. Requests for voluntary treatment and related matters will be kept confidential in accordance with federal and state laws.

While the Village encourages employees to seek appropriate treatment, the Village does not recommend nor endorse any particular drug rehabilitation program.

J. Employee Assistance

1. Any employee who is experiencing difficulty with alcohol or drug abuse is encouraged to seek free, confidential, professional help through the Employee Assistance Program. The Employee assistance Program may also be contacted to clarify provisions of the Drug-Free Workplace Policy. The phone number of the Employee Assistance Program shall be posted in Village Building. This service is provided to assist employees in locating help for their particular drug or alcohol problem. The cost of treatment or counseling shall be the responsibility of the employee.

   Other Helpful Numbers

   Drug/Alcohol Abuse Help line: 1-800-362-2644
   Drug/Alcohol Abuse 24-hour Crisis Line: 1-800-283-2600
   Alcoholics Anonymous: 1-800-252-6465
   Drug Abuse Alcoholism & Cocaine: 1-800-333-4444

2. Employees voluntarily seeking help will not be disciplined, discharged or discriminated against. However, this provision does not apply for any employee who:

a. Has previously tested positive;

b. Is currently in a Drug Rehabilitation Program; or

c. Has entered an Employee Assistance Program for drug-related problems.

K. If you presently occupy a safety sensitive or special risk position, you will be temporarily removed from your position and placed into a non-safety-sensitive position while under rehabilitation. If an alternate position is not available, you will be placed on unpaid leave until rehabilitation is complete.

20. Funds Owed by Employees; Debt Collection Calls

Employees may on occasion become indebted to the Village. By accepting employment with the Village, employees acknowledge and consent to the Village's authority to retain or otherwise withhold portions of an employee's compensation to allow such funds to be recovered by the Village except to the extent the deduction would reduce regular pay to an hourly rate below the prevailing minimum wage, or as otherwise prohibited by law.

The Village does not authorize or permit the use of Village communication assets, including phones and email systems, to be used to make or receive messages related to debt collection efforts. Employees are not authorized to initiate, receive or forward such communications to any other person, and debt collectors violating this policy shall be subject to fines and penalties as provided for by federal and state debt collection practice laws.

ACKNOWLEDGMENT OF RECEIPT

I acknowledge receipt of the Village of Estero Personnel Policy Manual. I accept my responsibility to read and understand this Manual. I understand the topics discussed in this Manual represent the general policies of the Village of Estero and that the Village may impose additional requirements, depending upon the nature of my position and the authority granted by the Village. I also acknowledge that this Manual is subject to change at any time and is not intended as an express or implied contract nor is it intended to create an entitlement to continuing employment.

Employee Name: _____ (Signature)

_____ (Print Name)

_____ (Date)

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 17, 2026

Agenda Item:

Eco-Historic Planning Study

Motion to accept the Eco-Historic Planning Study.

Background:

The Village received a $450,000 Community Development Block Grant – Disaster Recovery (CDBG-DR) for an Eco-Historic Planning Study. The Planning Study covered an approximately 1,000-acre area that includes properties along US 41 from Estero Parkway to south of Williams Road, including the Koreshan State Park and Village property along the Estero River.

Unlike other areas within the Village that have benefitted from detailed master planning and integrated development plans, much of the study area lacks a cohesive plan and the necessary infrastructure and services critical for development and long-term redevelopment.

The Council selected Land Design, Inc., a firm from Orlando who began work in May 2025. Land Design and its subconsultants evaluated the area, including opportunities and constraints of the natural environment as well as economic/market demand to develop a vision, recommendations and master plan.

Description:

Staff is seeking the Village Council to formally accept the plan to signify the conclusion of the CDBG-DR grant funded project. Acceptance does not require or commit the Council to implementing every or any of the recommended actions in the plan. The formally accepted plan will strengthen potential future grant pursuits related to additional planning and implementation phases.

Process and Timeline:

The Village secured the grant and began the study in May 2025, with a requirement to complete it within one year. Staff received the final planning report at the end of May 2026, satisfying the grant's timeline requirements. The report is now under review for acceptance.

Action Requested:

Motion to accept the Eco-Historic Planning Study.

Financial Impact:

Funded by CDBG-DR grant.

Prepared By: Michael Manning

Attachments:

1. PowerPoint Presentation
2. Eco-Historic Study Report – May 2026



Village of ESTERO

LandDesign
CREATING PLACES THAT MATTER.

Eco-Historic Planning Study

Presented to:

Village of Estero
Village Council Meeting

Presented by:

LandDesign

Date: June 17, 2026



AGENDA

- Overview & Background
- Report Overview + Executive Summary
- Recommendations + Strategies for Village Council Consideration
- Catalyst Site Concepts
- Questions


Overview &
Background

Grant Funding

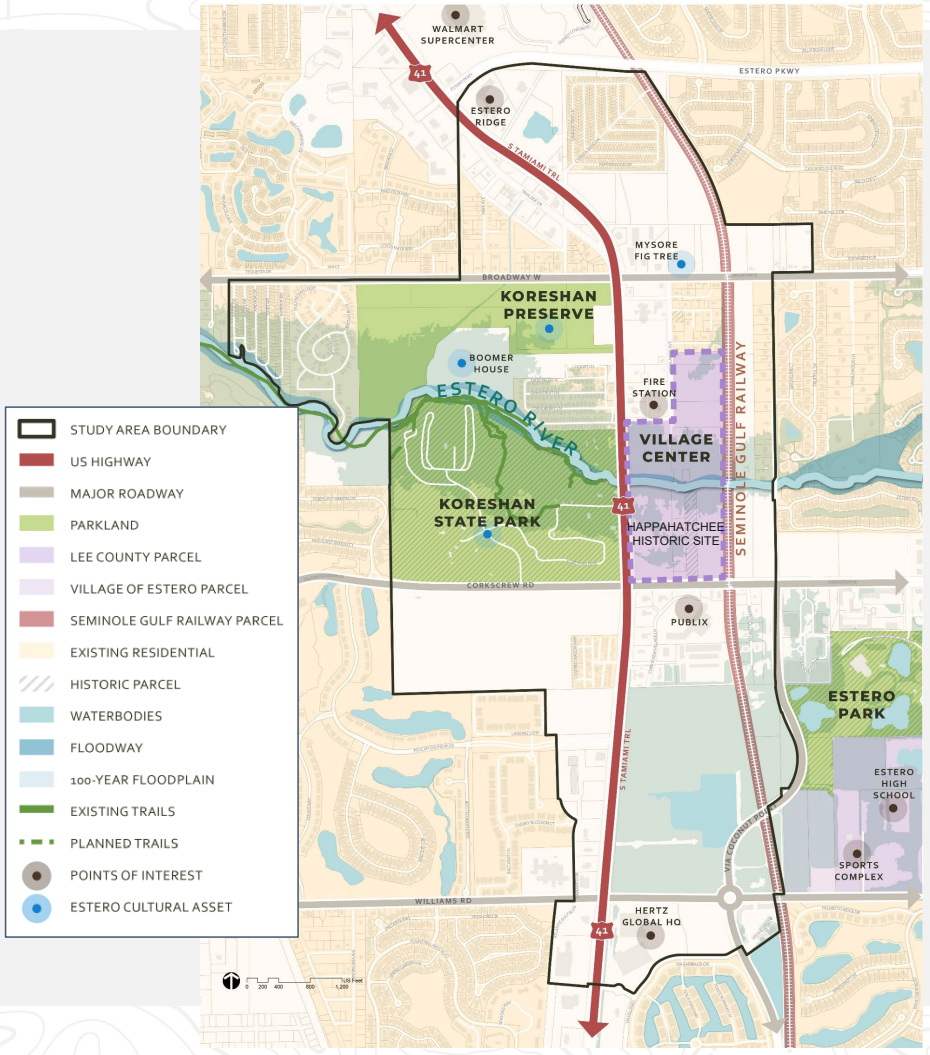


- The Village received a $450,000 Community Development Block Grant – Disaster Recovery (CDBG-DR) for an Eco-Historic Planning Study.
- The Planning Study covered an approximately 1,000-acre area that includes properties along US 41 from Estero Parkway to south of Williams Road, including the Koreshan State Park and Village property along the Estero River.

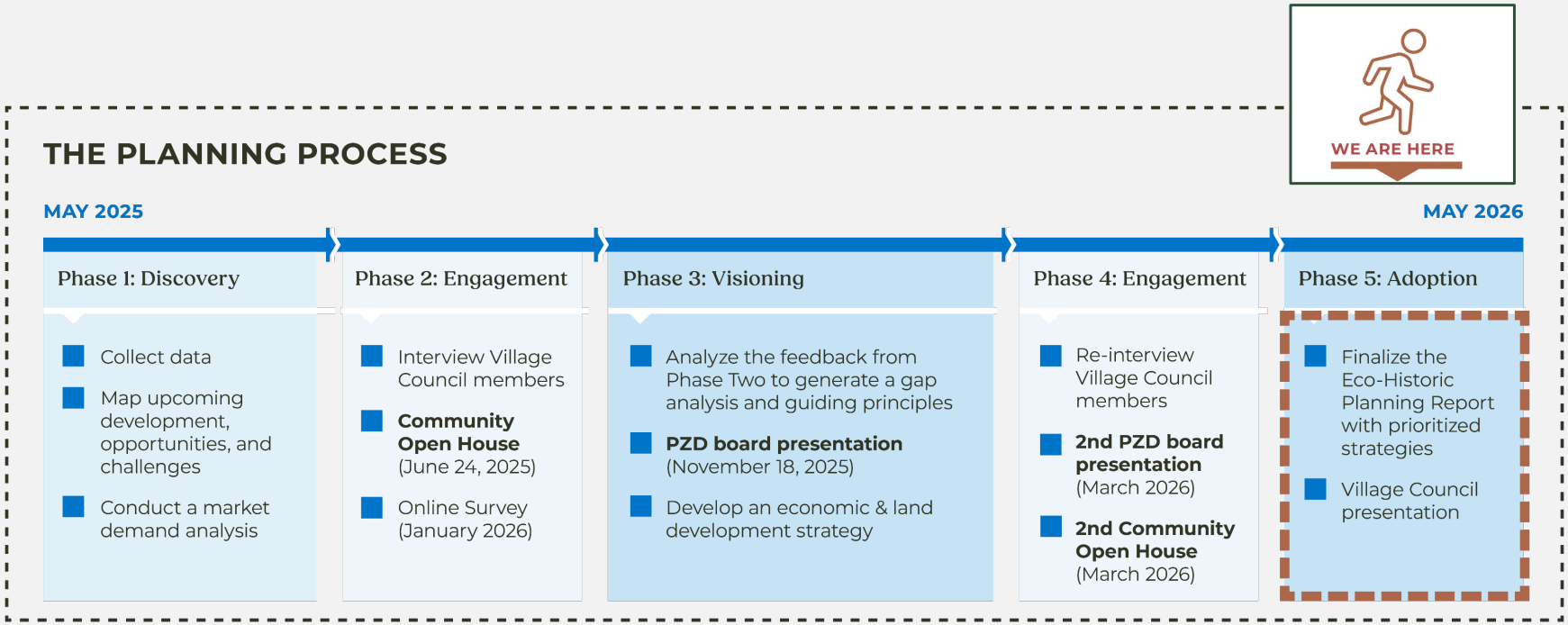
(Left) Hurricane Ian aftermath in Fort Myers Beach

Study Area

- 1,000+ Acres
- Includes Estero River and several historic sites + conservation areas
- Publicly owned property (Village, State and County)
- Along the US-41 corridor
- Planned BERT corridor* *(pending purchase)*



Overall Timeline: 12 Months for Completion



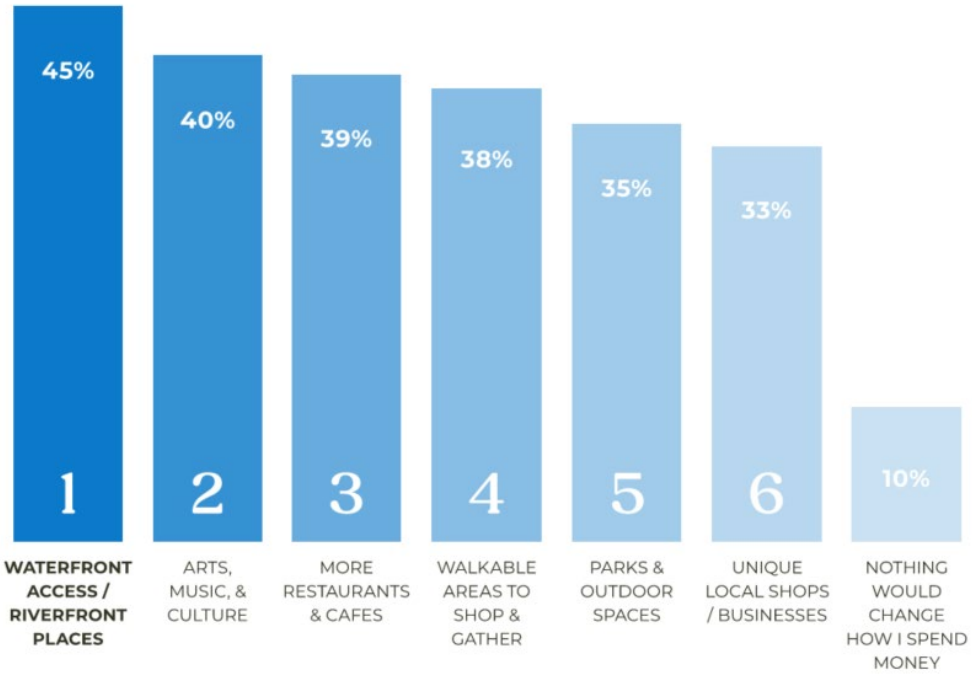
Online Survey

ECONOMIC RESILIENCE CONSIDERATIONS

People want local serving, walkable destinations rather than car-oriented commercial strips.

67% OF RESPONDENTS SAID THAT DEVELOPMENT IN ESTERO IS HAPPENING TOO FAST AND/OR IN THE WRONG AREAS.

WHAT WOULD MAKE YOU SPEND MORE TIME & MONEY IN ESTERO?



Online Survey

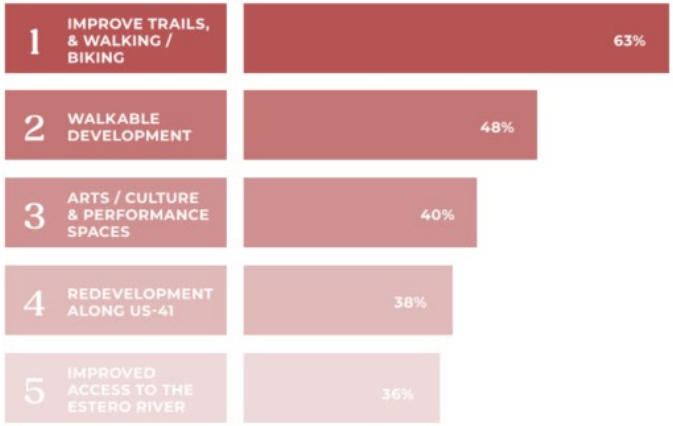
SOCIAL & GENERATIONAL RESILIENCE CONSIDERATIONS

Traffic and congestion are a dominant challenge by a wide margin, far outpacing all other concerns.

92%

OF RESPONDENTS SAID THAT TRANSPORTATION & CONGESTION IS A MAJOR CHALLENGE IN ESTERO.

WHAT DO PEOPLE THINK WILL HAVE THE GREATEST IMPACT ON IMPROVING QUALITY OF LIFE IN ESTERO?



55% OF SURVEY RESPONDENTS THINK IT IS VERY IMPORTANT THAT GROWTH IN ESTERO REFLECTS ITS HISTORY & NATURAL ENVIRONMENT.

Walking and biking trails are the single most cited gap.



"Connected, not fragmented."

"A place where you can walk & bike without feeling unsafe."

"A place where people feel connected to each other."

Resilience Framework = Project Goals



PROTECT IRREPLACEABLE ENVIRONMENTAL SYSTEMS

Safeguard the Estero River, wetlands, and coastal systems

STRENGTHEN COMMUNITY IDENTITY & QUALITY OF LIFE

Support walkability, gathering spaces, and aging-in-place

GUIDE RESPONSIBLE GROWTH

Align with environmental system constraints and infrastructure capacity



Report Overview + Executive Summary

Executive Summary

This study establishes a 20-year framework of projects and strategic actions for the Village Council to consider in order to broaden cultural, recreational, and social opportunities and enhance residents' quality of life.

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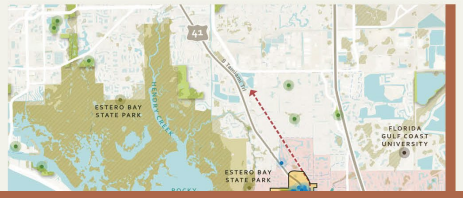
The *Village of Estero Eco-Historic Planning Study* proactively addresses storm inundation and ecological preservation while recognizing that Estero's environmental and cultural assets are foundational to long-term growth and community identity.

PROJECT GOALS

- PROTECT IRREPLACEABLE ENVIRONMENTAL SYSTEMS
- STRENGTHEN COMMUNITY IDENTITY & QUALITY OF LIFE
- GUIDE RESPONSIBLE GROWTH

The plan is grounded in a three-pronged approach to resilience – **environmental, generational, and economic** – recognizing that long-term success depends on addressing these systems together, rather than in isolation. Every recommendation within the plan supports one or more of these interconnected goals.

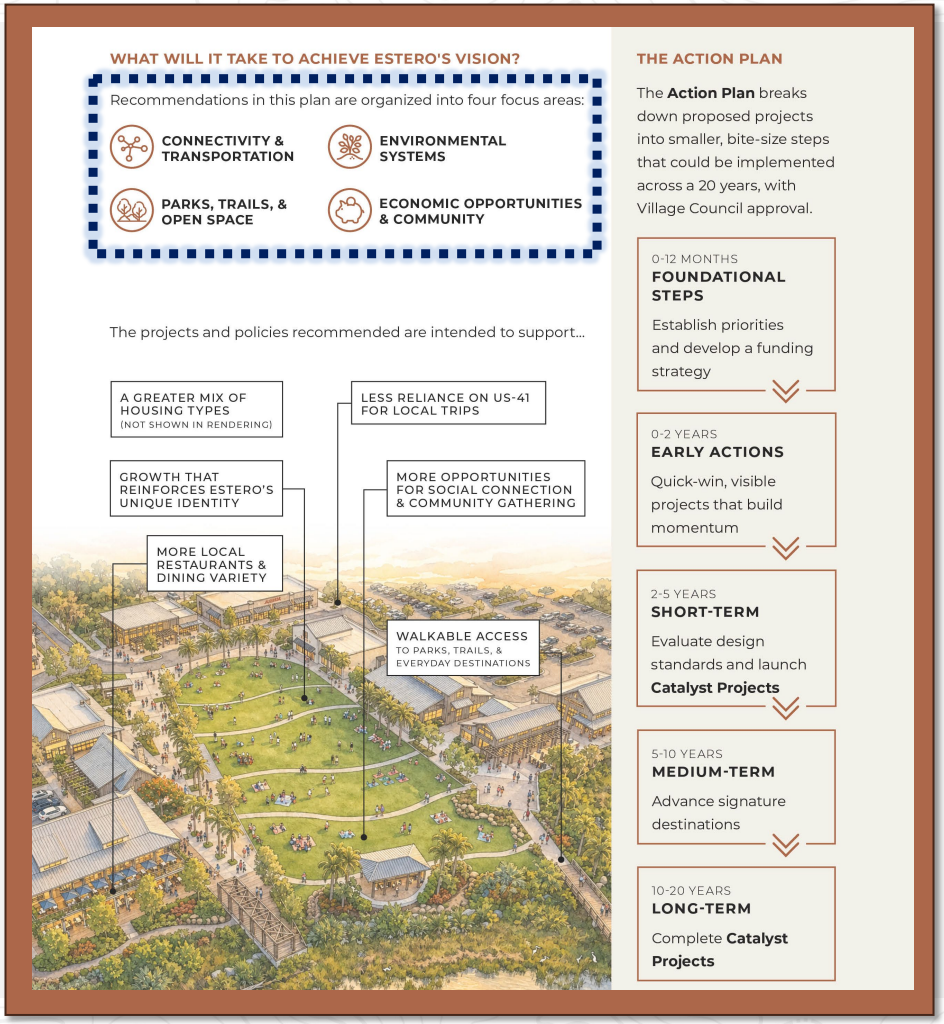
CONTEXT MAP



Executive Summary

Recommendations in this plan are organized into four focus areas:

- CONNECTIVITY & TRANSPORTATION
- ENVIRONMENTAL SYSTEMS
- PARKS, TRAILS, & OPEN SPACE
- ECONOMIC OPPORTUNITIES & COMMUNITY



Executive Summary

THE ACTION PLAN

The **Action Plan** breaks down proposed projects into smaller, bite-size steps that could be implemented across a 20 years, with Village Council approval.

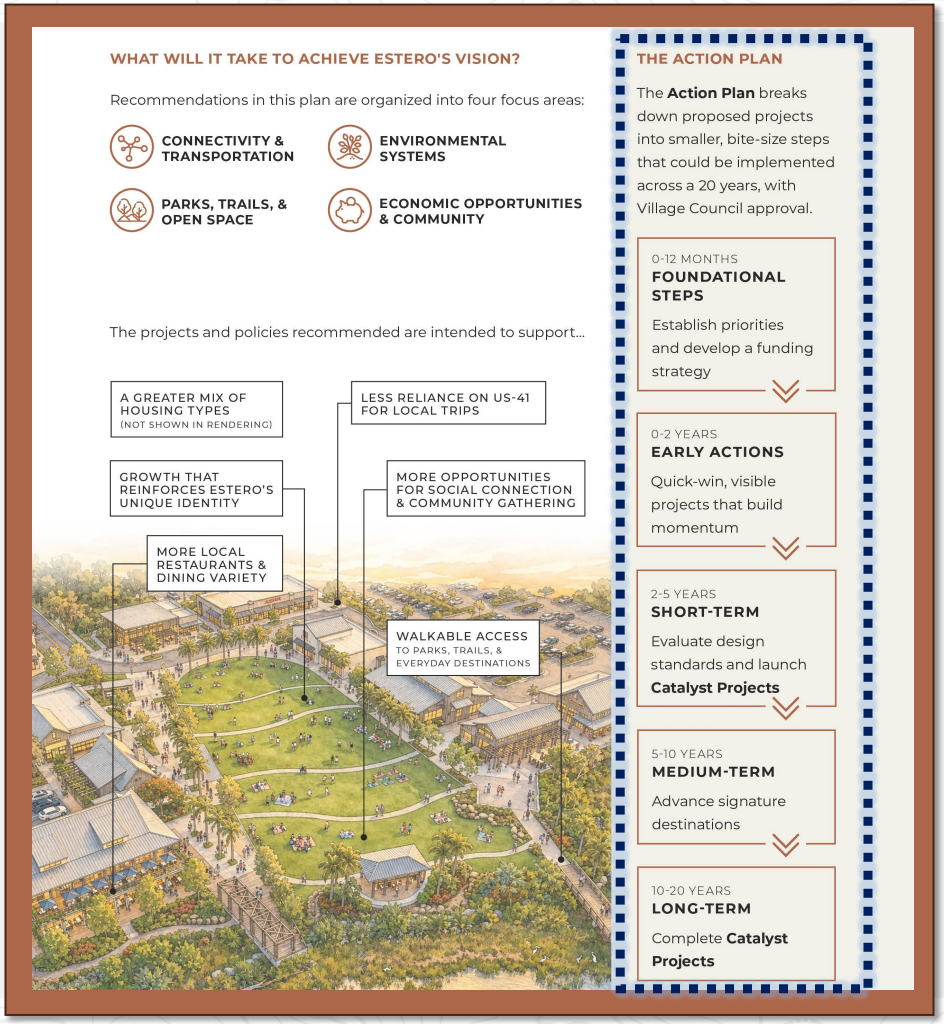
0-12 MONTHS
FOUNDATIONAL STEPS
Establish priorities and develop a funding strategy

0-2 YEARS
EARLY ACTIONS
Quick-win, visible projects that build momentum

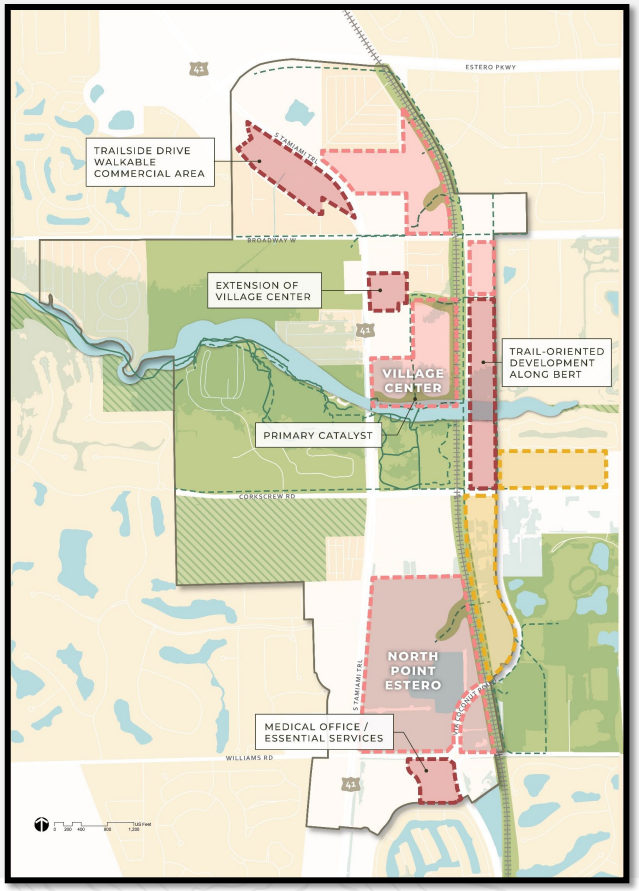
2-5 YEARS
SHORT-TERM
Evaluate design standards and launch **Catalyst Projects**

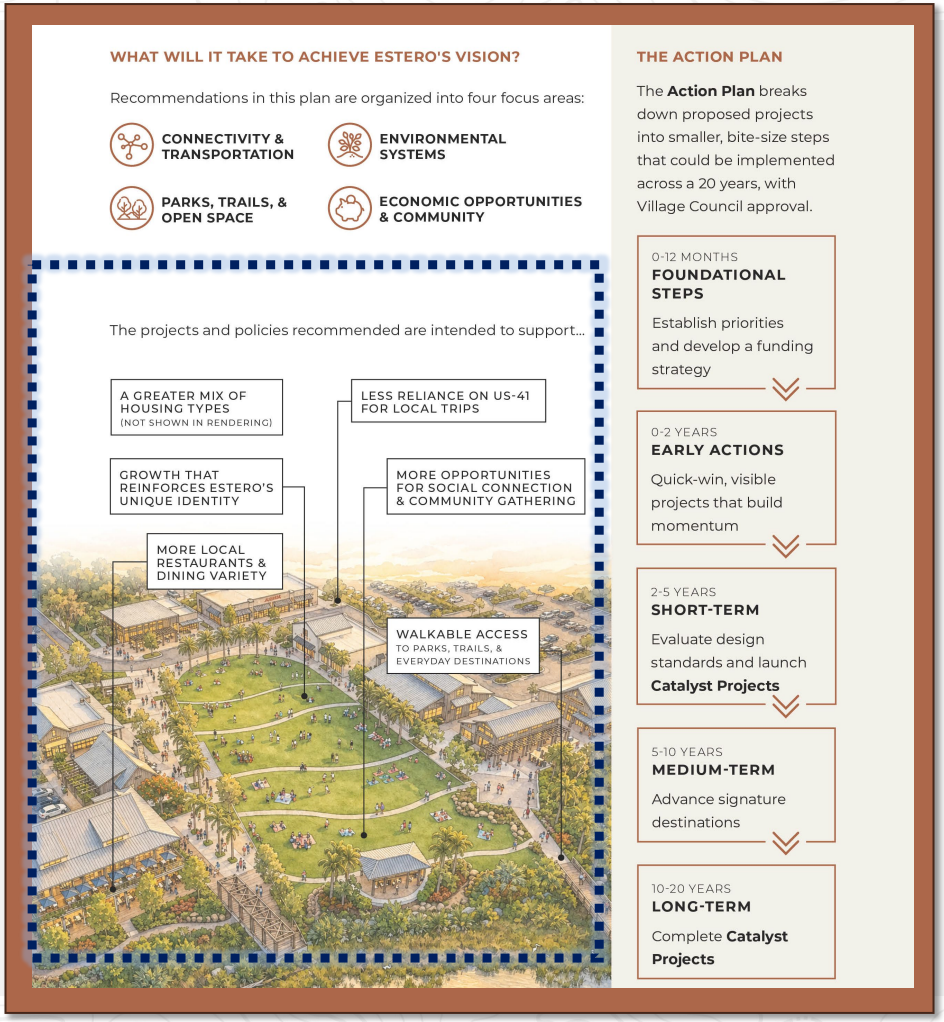
5-10 YEARS
MEDIUM-TERM
Advance signature destinations

10-20 YEARS
LONG-TERM
Complete **Catalyst Projects**



Executive Summary





Catalyst Projects

CATALYST PROJECTS

1. VILLAGE CENTER
2. BONITA-ESTERO RAIL TRAIL (BERT)
3. ESTERO RIVER PARK
4. US-41 CORRIDOR IMPROVEMENTS



1 VILLAGE CENTER



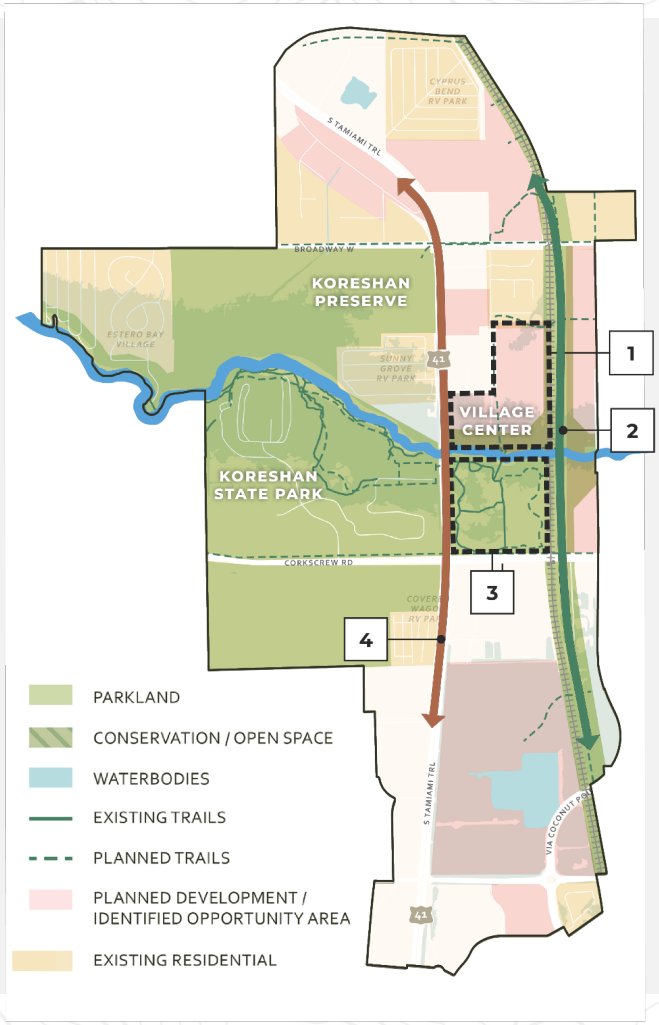
2 BONITA-ESTERO RAIL TRAIL (BERT)



3 ESTERO RIVER PARK



4 US-41 CORRIDOR IMPROVEMENTS



Action Plan

Foundational Steps
(0-12 MONTHS)

These steps build the capacity needed to move from planning to implementation, including organizational alignment and developing a funding strategy.

For more information see Next Steps, page 74-75.

Early Actions
(0-2 YEARS)

Early Actions are high-priority "quick-win" actions that can be initiated immediately to make tangible progress in the short-term. These efforts kick off implementation of the plan and signal a clear direction for the Village.

Short-Term Actions
(0-5 YEARS)

The short-term phase focuses on the Early Actions and other immediate improvements that respond directly to community concerns (safety, congestion, lack of walkability) while also establishing the policy structure that will guide future development.

FIX SAFETY & CONNECTIVITY, ESTABLISH IDENTITY

Medium-Term Actions
(5-10 YEARS)

The medium-term phase transitions Estero from planning and early implementation into a fully functioning system of connected places. Short-term projects begin to scale, linking open space and economic development into a connected system that supports regional identity.

BUILD SYSTEMS & DELIVER DESTINATION PROJECTS

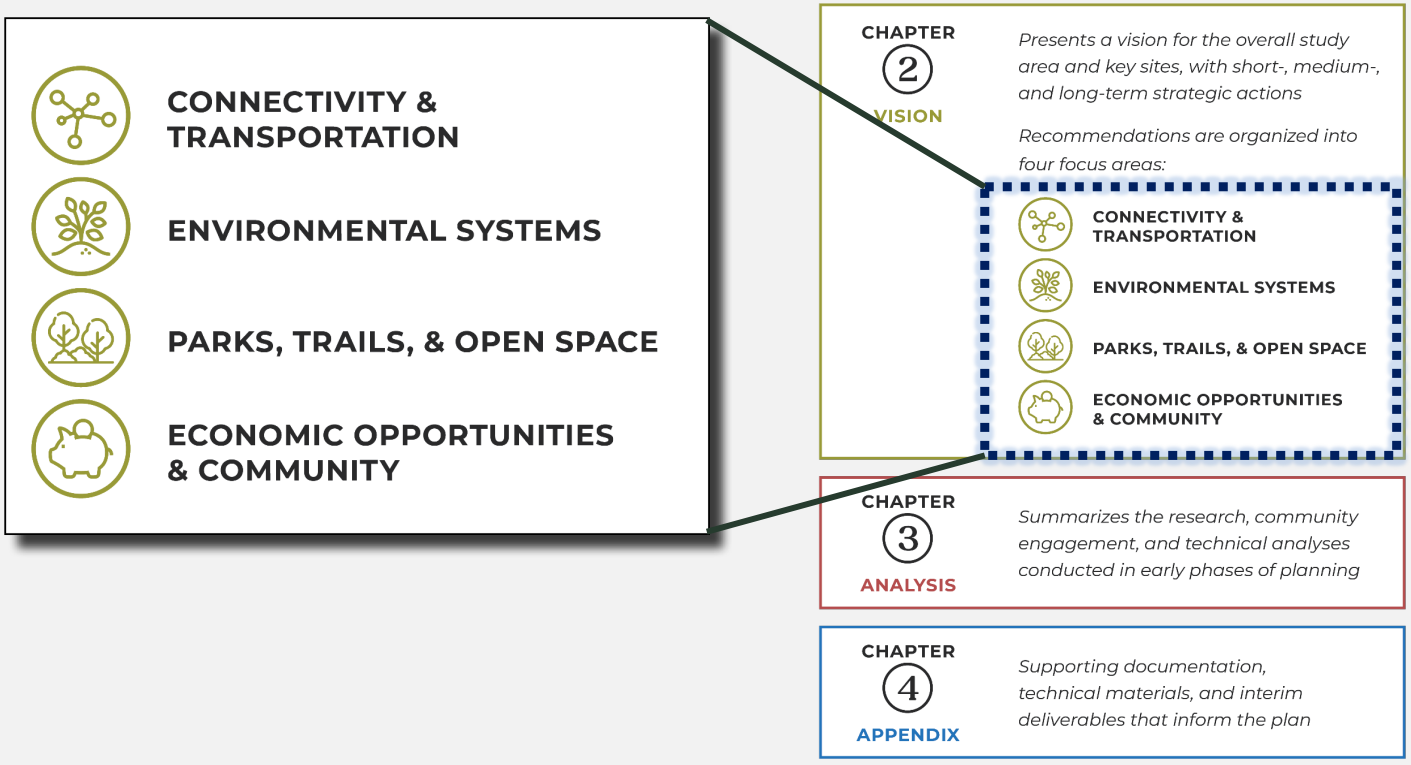
Long-Term Actions
(10-20+ YEARS)

In the long-term, Estero can continue to strengthen its identity through coordinated public and private investments and improved connectivity. Earlier phases lay the foundation for long-term environmental, mobility, and community benefits.

LONG EVOLUTION OF COMMUNITY IDENTITY


Recommendations +
Strategies for Village
Council Consideration

Recommendations + Strategies



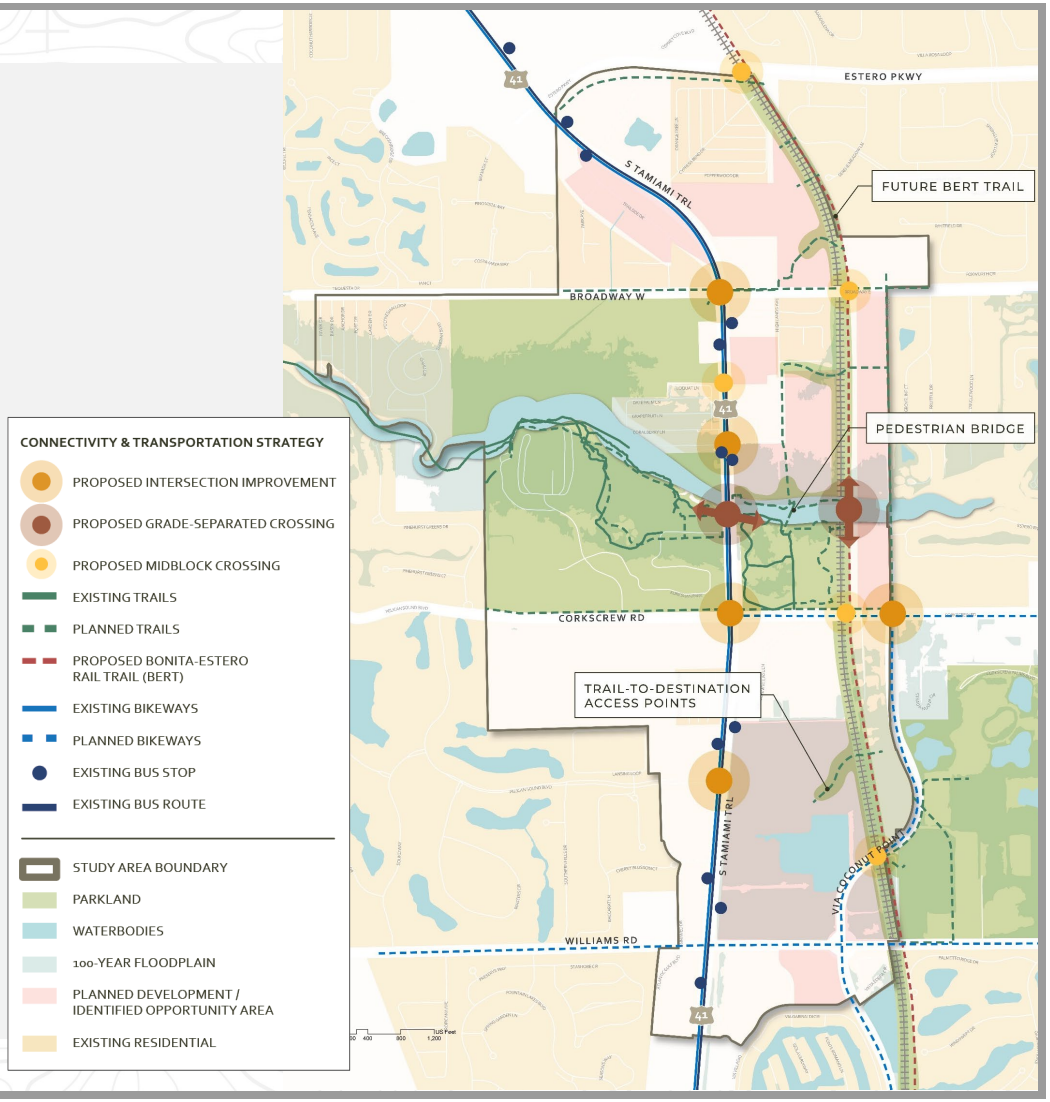
CONNECTIVITY & TRANSPORTATION

EARLY ACTIONS

- **Adopt US-41 Landscape & Streetscape Master Plan**
  - Explore reclassification of a segment of US-41 (see page 35)
  - Define typical cross sections (lanes, medians, sidewalks, bike facilities)
  - Identify priority pedestrian and bicycle crossings (top 10 locations)
  - Evaluate grant opportunities

SHORT-TERM ACTIONS

- **Implement priority crossings on US-41 and key intersections (2-3 locations)**
  - Pilot protected bike lanes / shared-use paths
  - Improve sidewalk gaps and ADA accessibility
  - Launch “Safe Routes to Parks & Trails” program
- **Coordinate with FDOT on:**
  - Speed management strategies
  - Under-bridge multi-use path at Estero River
  - Other grade-separated crossing options to reduce US-41 as a barrier



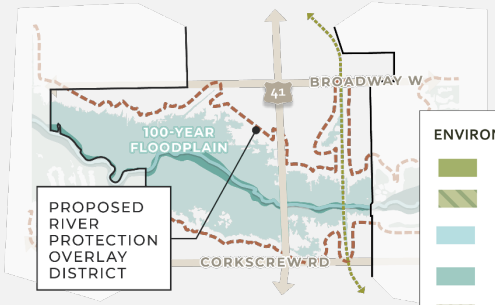
ENVIRONMENTAL SYSTEMS

EARLY ACTIONS

- Consider adopting an Estero River Protection Overlay District
- Develop and adopt a Village-wide Green Infrastructure Handbook to guide site and infrastructure design
- Develop a Green Infrastructure Incentive Program

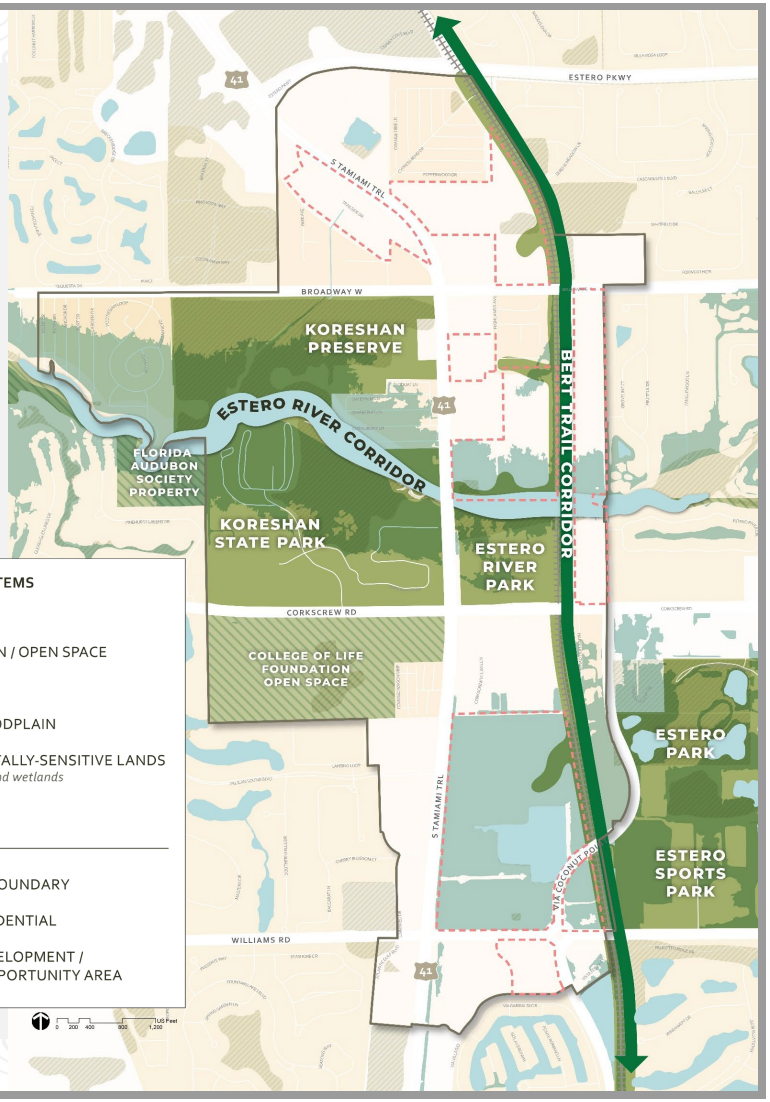
RIVER PROTECTION OVERLAY DISTRICT

A combination of floodplain regulations, wetland protections, and project-specific approvals govern development along the Estero River. While these tools provide important safeguards, they do not establish a corridor-wide approach to how the river edge is protected, experienced, or integrated into the community.



SHORT-TERM ACTIONS

- Identify and secure 2–3 priority river access sites
- Initiate wetland and floodplain land acquisition program
- Secure river access sites through easements or purchase
- Limit impervious surface coverage in sensitive areas



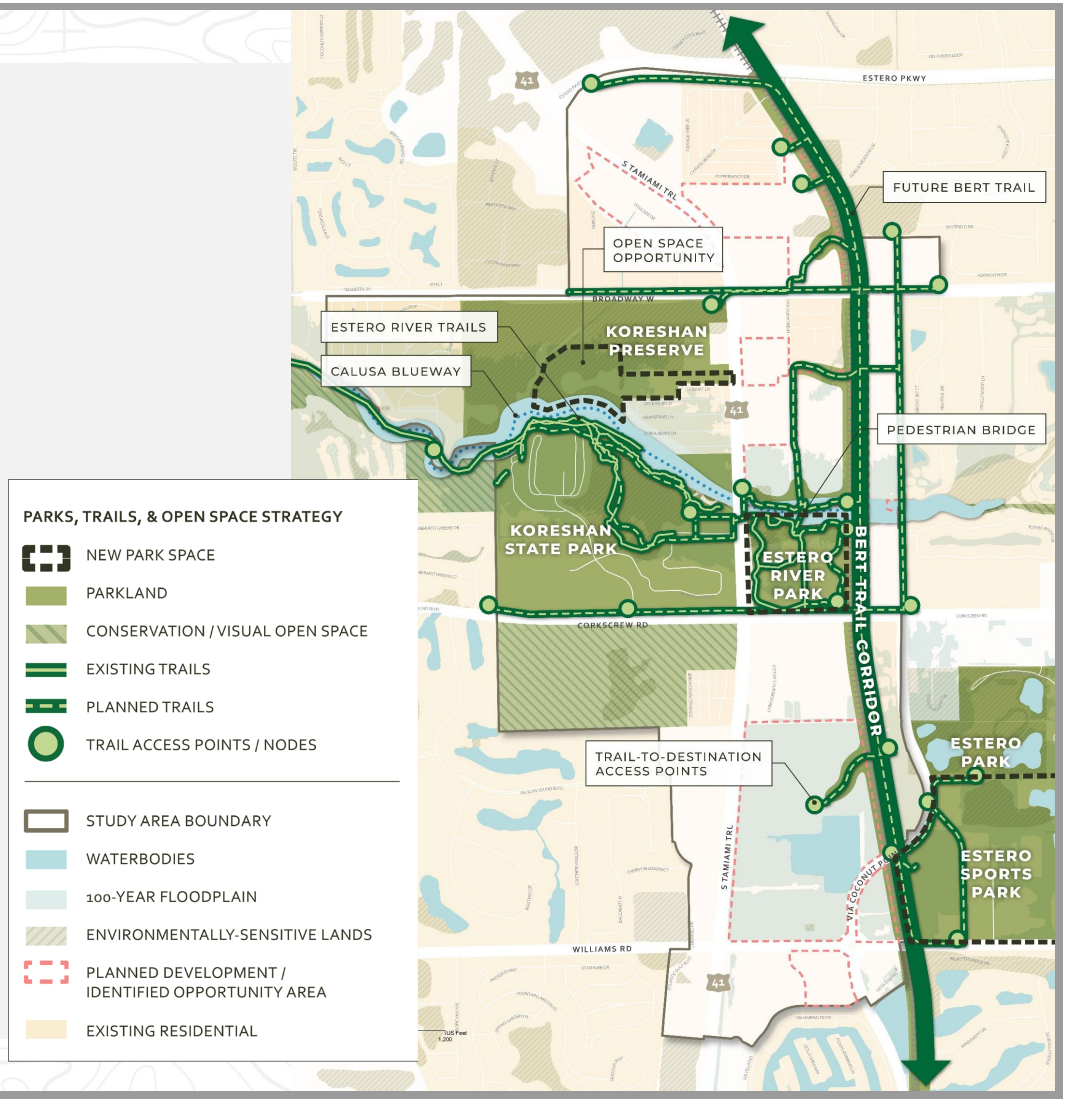
PARKS, TRAILS, & OPEN SPACE

EARLY ACTIONS

- **BERT & Trail Design Guidelines**
  - Establish signature trail identity (materials, lighting, signage, furnishings)
  - Trail-to-destination interface standards
  - Develop typical cross sections for trails and safe crossings
  - Explore eco-tourism and heritage trail opportunities
- **Estero Open Space Design Manual** for Village-owned parks and public spaces
  - Define park typologies (civic greens, preserves, river access, neighborhood parks)
  - Shade canopy standards
  - Native planting and ecological restoration
  - Materials, furnishings, and architectural elements

SHORT-TERM ACTIONS

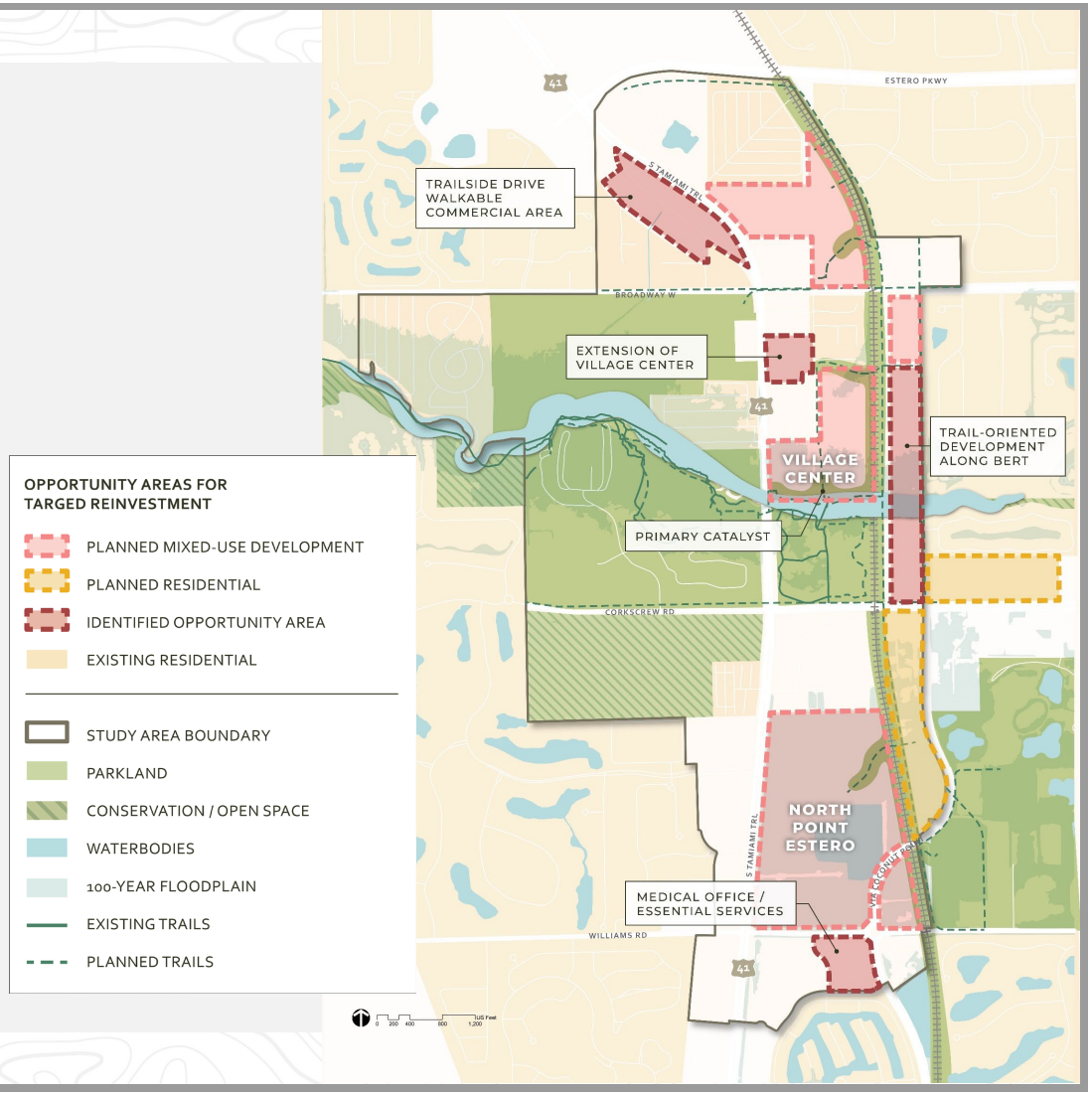
- **Establish long-term design framework for Estero River Park** (see page 55)
- **Begin priority segments of BERT** (see page 53)
  - Prioritize connections to Village Center, Estero River, and Koreshan State Park
- **Develop master plan for Boomer House property** (see page 57)
- **Install shade, seating, and wayfinding pilots across the system**



ECONOMIC OPPORTUNITIES & COMMUNITY

SHORT-TERM ACTIONS

- **Evaluate a Historic District Overlay**
  - Include the Village Center, Estero River Park and Boomer House Property
- **Village Center Master Plan**
  - Adopt Village Center master plan, economic strategy, and zoning
  - Consider adopting form-based code to establish a consistent architectural and landscape language
  - Recruit local businesses and food & beverage anchors
  - Program temporary events (markets, festivals)
  - Incentivize small-scale, locally serving redevelopment
  - Coordinate with FDOT on traffic signal improvements
- **Housing & Community**
  - Identify priority redevelopment and infill sites
  - Update zoning to support senior housing and missing middle housing
  - Incentivize walkable, mixed-use housing near Village Center
- **Consider creating a Main Street District Overlay for Trailside Drive**




Catalyst Site
Concepts

Village Center



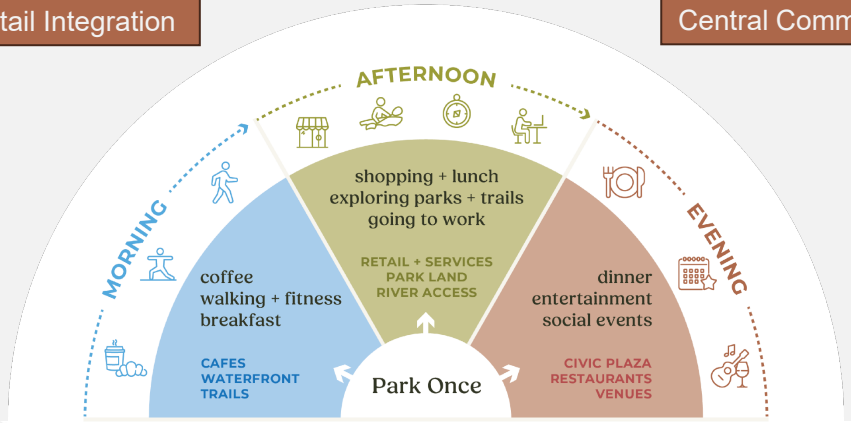
Retail Integration

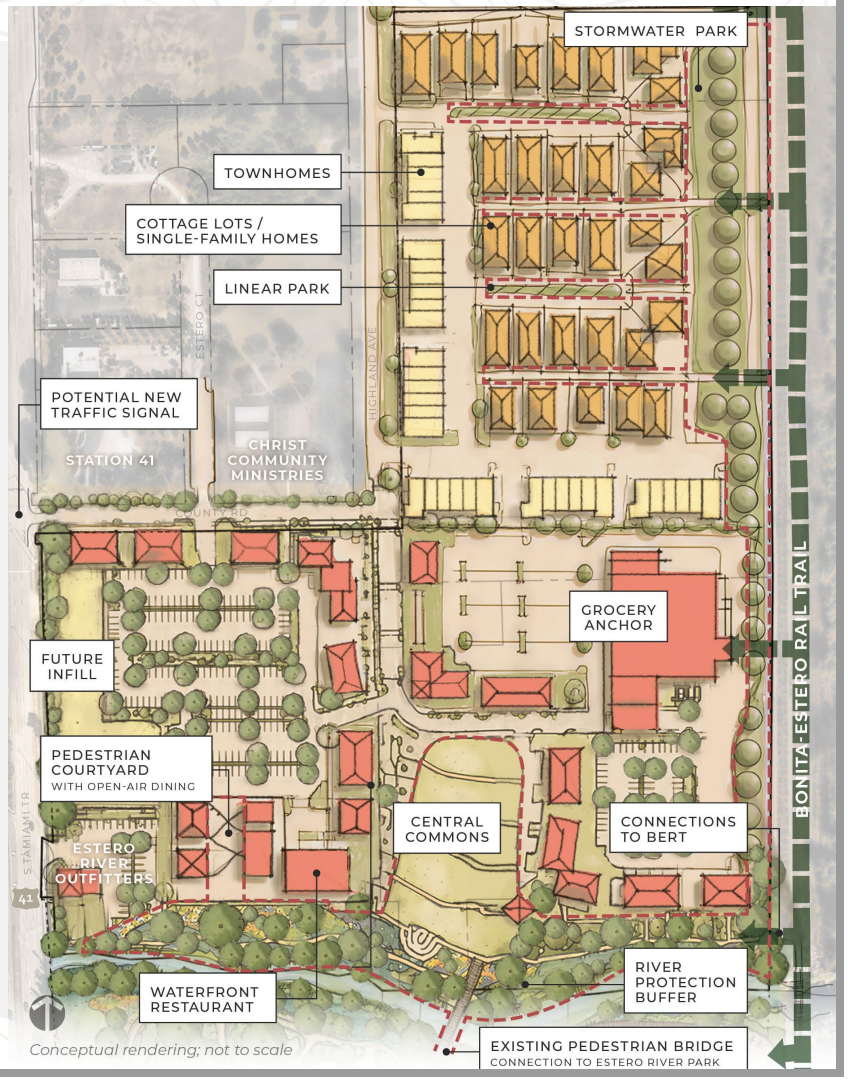


Waterfront Dining



Central Commons





Estero River Park



Riverfront Nature Play Rendering



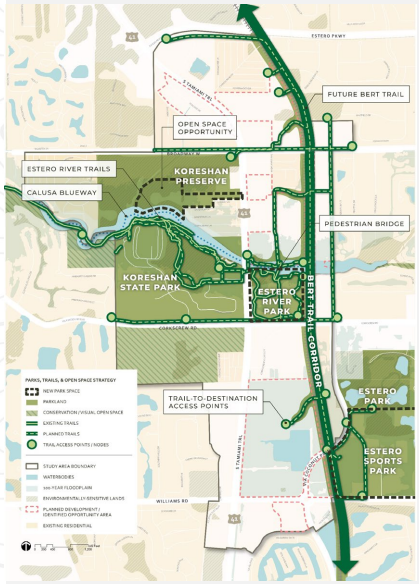
Shaded Gathering Spaces



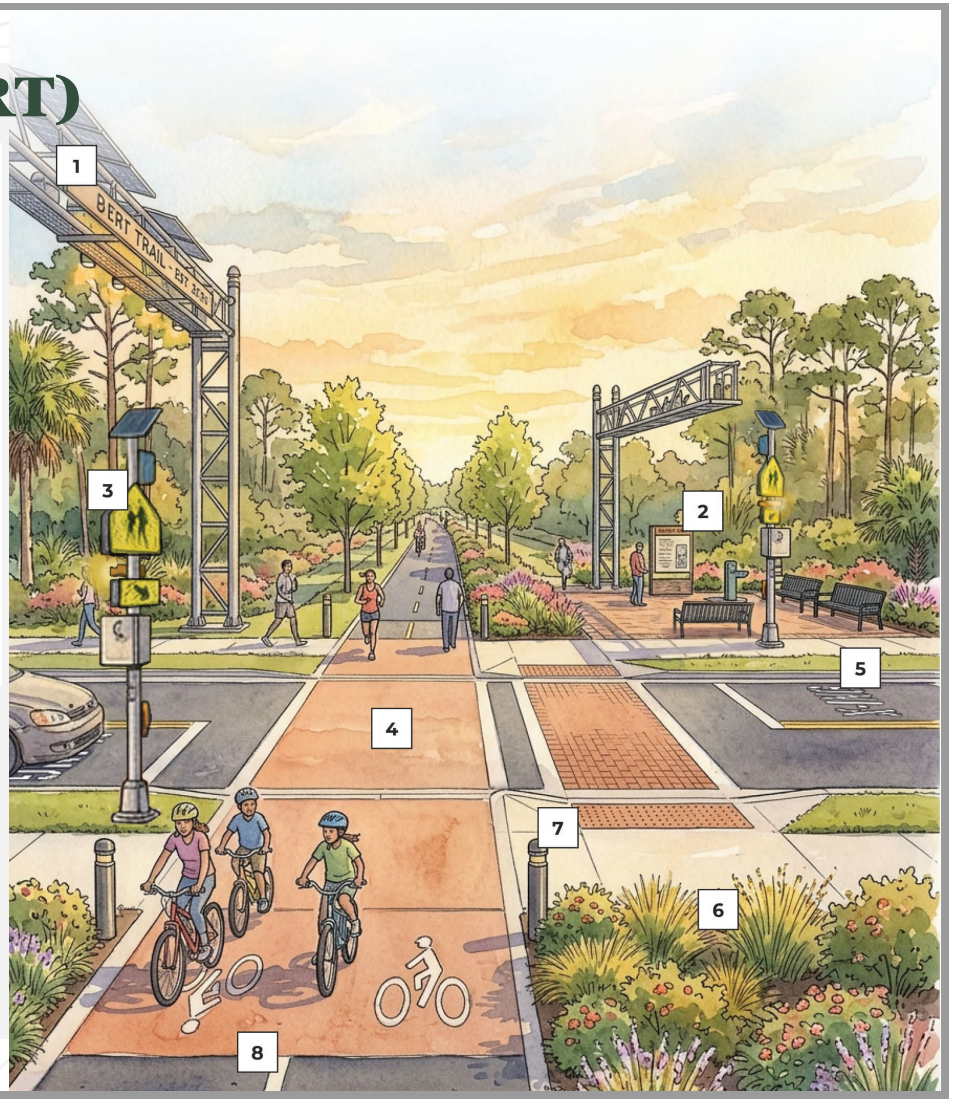
Existing Restroom Facility



Bonita-Estero Rail Trail (BERT)



1. **REPURPOSED RAIL SIGNAL MASTS:** VISUAL LANDMARK & IDENTITY FEATURE
2. **MIDBLOCK TRAILHEAD:** DEFINE TRAIL ENTRY POINT WITH SIGNAGE & GATHERING SPACE TO MARK ACCESS
3. **PEDESTRIAN-ACTIVATED RRFB SIGNAL:** FLASHES LIGHTS TO PROMPT DRIVER YIELD
4. **BRANDED CROSSWALK:** REINFORCE TRAIL PRIORITY & AWARENESS
5. **ADVANCE WARNING SIGNAGE & IN-LANE MARKINGS:** ALERT DRIVERS OF MIDBLOCK CROSSING
6. **ENHANCED LANDSCAPING** TO SIGNAL TRANSITION FROM CORRIDOR TO CROSSING
7. **BOLLARD LIGHTING:** DEFINE CROSSING ZONE & IMPROVE NIGHTTIME VISIBILITY
8. **MODIFIED PAVEMENT** AT CROSSING APPROACHES & CONFLICT ZONES



Boomer Property



1 **FORMAL ENTRY DRIVE:** DEFINED ARRIVAL SEQUENCE WITH LANDSCAPE FRAMING

2 **"GLAMPING":** APPROX. 44 SITES INTEGRATED INTO NATURAL AREAS

3 **EVENT & MULTI-PURPOSE CENTER:** INCLUDES BACK-OF-HOUSE CATERING KITCHEN

4 **EVENT PLAZA:** FLEXIBLE OUTDOOR VENUE FOR RECEPTIONS, GROUP ACTIVITIES, ETC.

5 **WATERFRONT OVERLOOK:** FORMAL CEREMONY SPACE

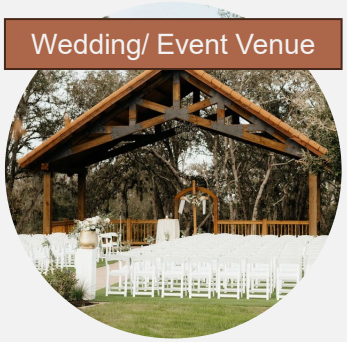
6 **AMENITY BUILDING:** SHARED DINING HALL & RESTROOM FACILITIES FOR EVENTS & OVERNIGHT STAYS

7 **VISITOR PARKING**

8 **RENOVATED HISTORIC BOOMER RESIDENCE**

9 **VEGETATED BIO-SWALE:** STORMWATER FEATURE

Wedding/ Event Venue



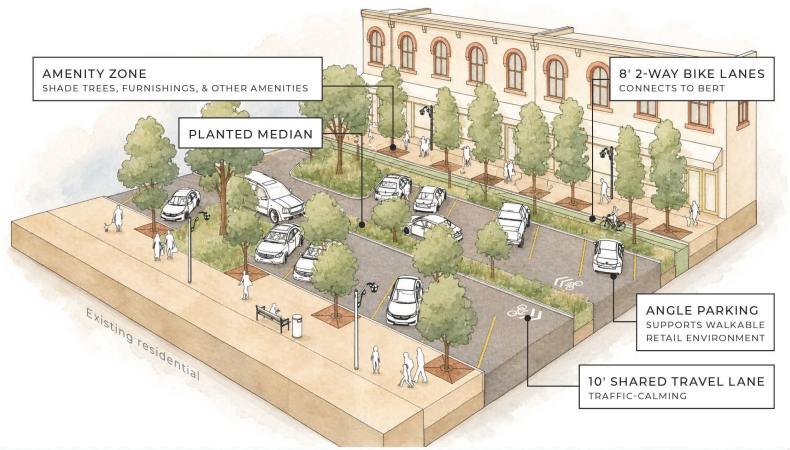
Amenity Building

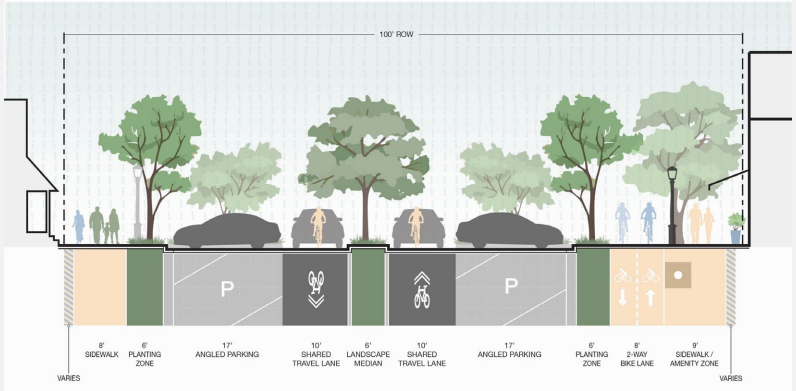


Glamping Sites



Trailside Drive – Main Street District





TRAILSIDE DRIVE DEVELOPMENT PROGRAM	
Commercial *Medical / office / retail / food & beverage*	40,000-50,000 sf
Residential *Townhome / duplex / single-family*	22-44 units

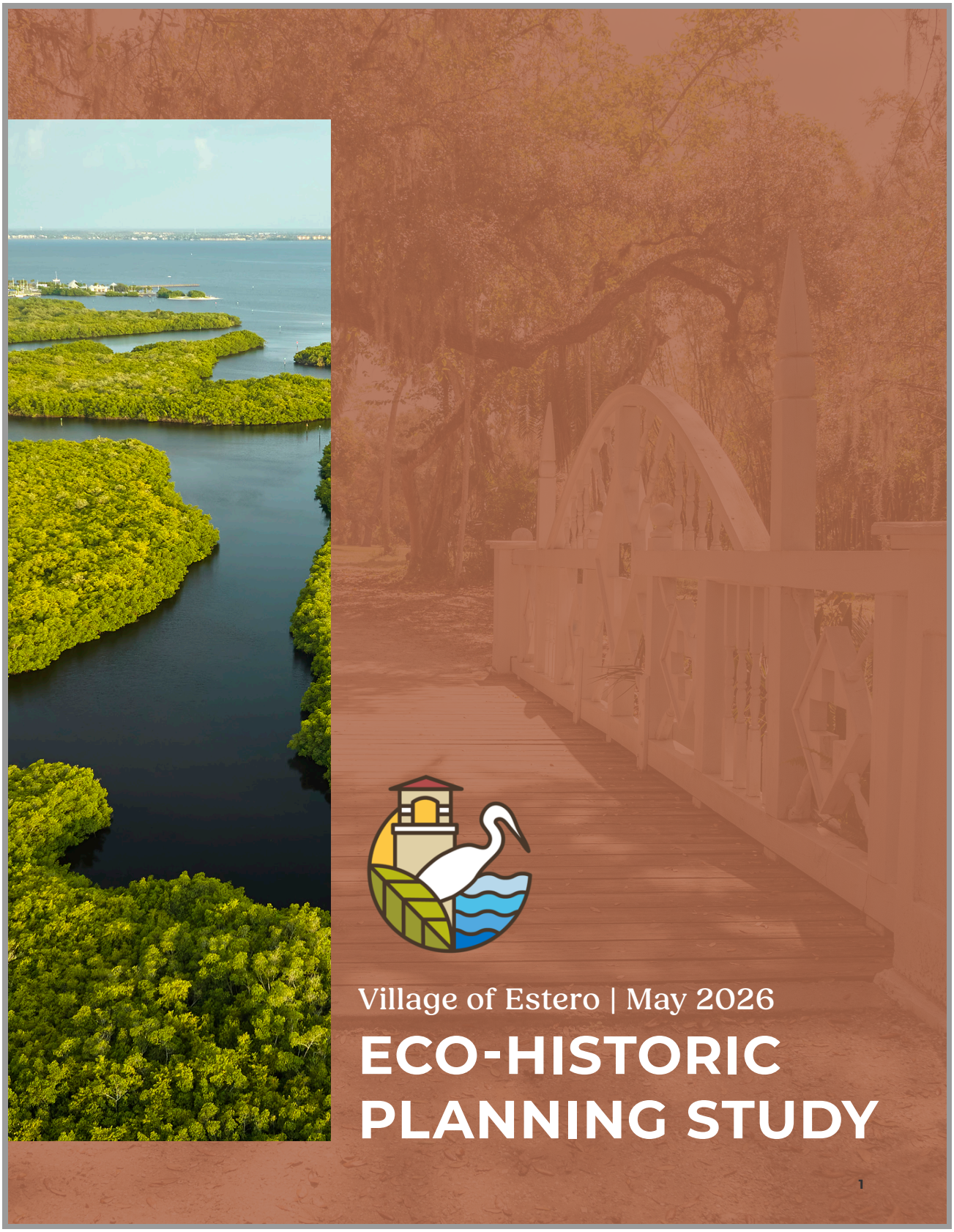


Questions?

Thank you!

Village of ESTERO

LandDesign.
CREATING PLACES
THAT MATTER.


Village of Estero | May 2026
ECO-HISTORIC PLANNING STUDY
1



Acknowledgments

VILLAGE OF ESTERO

MAYOR JOANNE RIBBLE

VICE MAYOR GEORGE ZALUCKI

COUNCILMEMBER JEFF HUNT

COUNCILMEMBER JON MCLAIN

COUNCILMEMBER RAFAEL LOPEZ

COUNCILMEMBER JIM WARD

COUNCILMEMBER LORI FAYHEE

CONSULTANT TEAM

LANDDESIGN
MASTER PLANNING & LANDSCAPE ARCHITECTURE

COOPER CARRY
ARCHITECTURE

KITTELSON & ASSOCIATES
MULTI-MODAL TRANSPORTATION

BDA
ENVIRONMENTAL ANALYSIS

RCLCO
MARKET & ECONOMIC ANALYSIS

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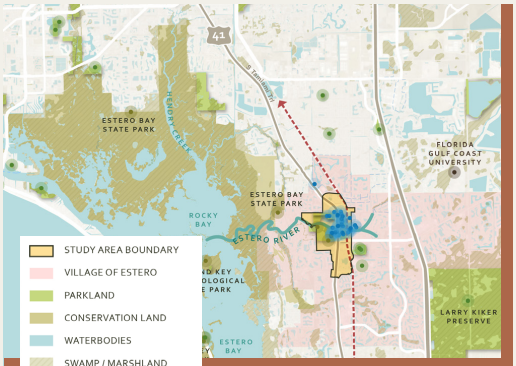
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CONTEXT MAP



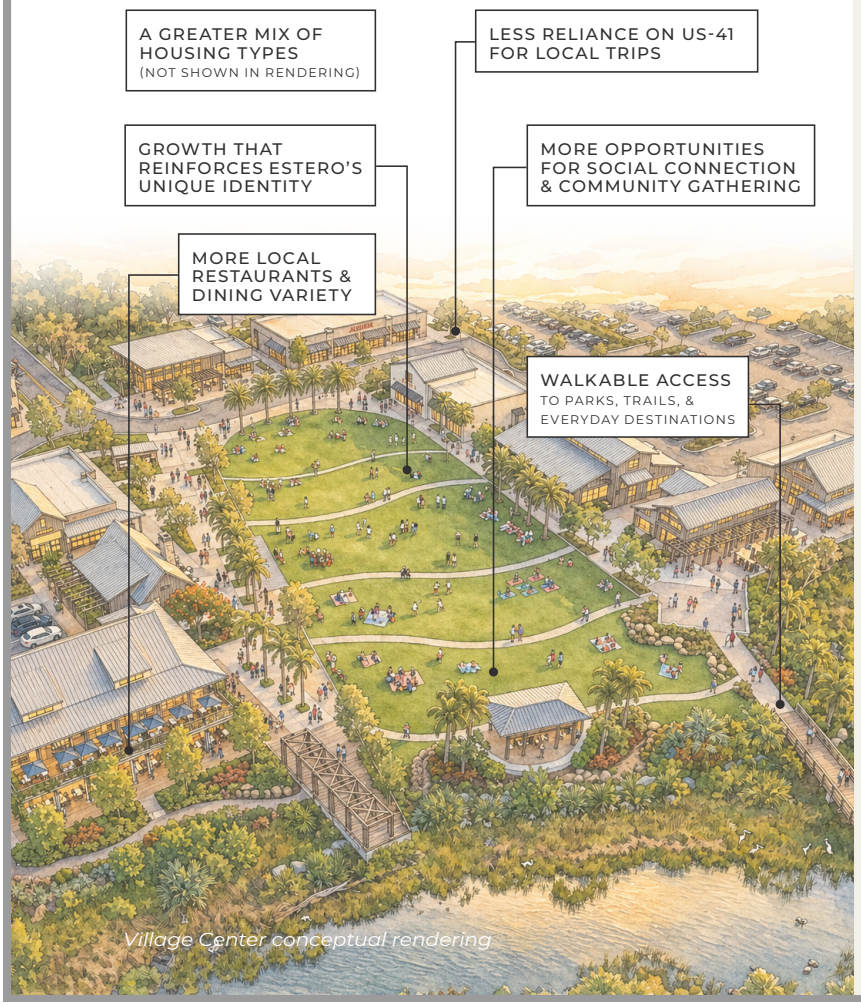
The study area consists 1,000+ acres along the Estero River and US-41.

WHAT WILL IT TAKE TO ACHIEVE ESTERO'S VISION?

Recommendations in this plan are organized into four focus areas:

- **CONNECTIVITY & TRANSPORTATION**
- **ENVIRONMENTAL SYSTEMS**
- **PARKS, TRAILS, & OPEN SPACE**
- **ECONOMIC OPPORTUNITIES & COMMUNITY**

The projects and policies recommended are intended to support...



Village Center conceptual rendering

THE ACTION PLAN

The **Action Plan** breaks down proposed projects into smaller, bite-size steps that could be implemented across a 20 years, with Village Council approval.

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Establish priorities and develop a funding strategy

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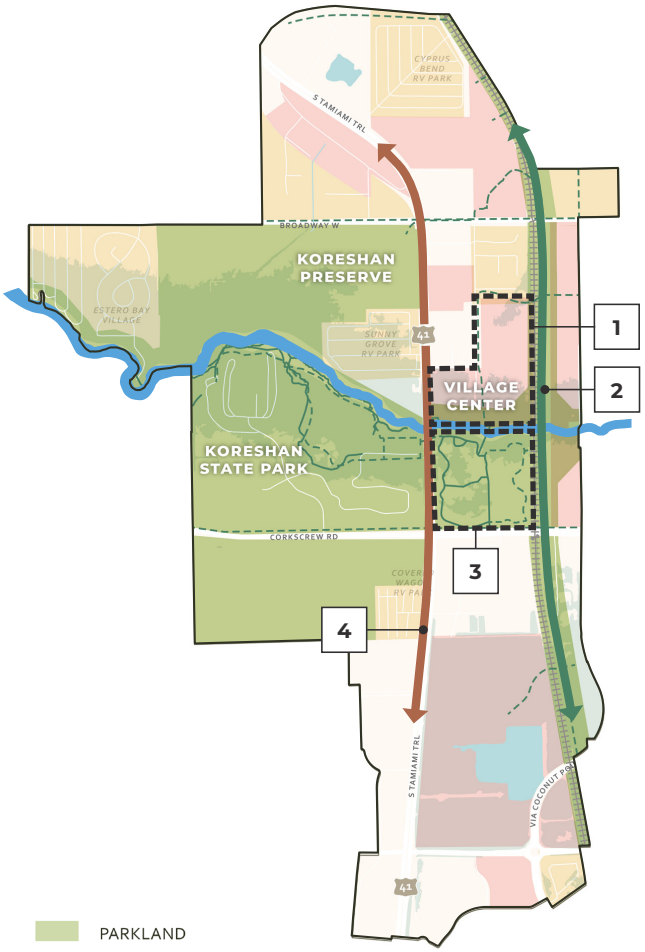
2-5 YEARS
SHORT-TERM
Evaluate design standards and launch **Catalyst Projects**

5-10 YEARS
MEDIUM-TERM
Advance signature destinations

10-20 YEARS
LONG-TERM
Complete **Catalyst Projects**

OVERVIEW OF RECOMMENDATIONS

STUDY AREA MAP



Early and Short-Term Actions described in the Action Plan include key **Catalyst Projects** and supporting policy updates that will define the next era of growth and identity for Estero, building momentum in the first few years while establishing a solid foundation for long-term change.

CATALYST PROJECTS

1. VILLAGE CENTER
2. BONITA-ESTERO RAIL TRAIL (BERT)
3. ESTERO RIVER PARK
4. US-41 CORRIDOR IMPROVEMENTS

Opportunity areas (shown in pink at left) have also been identifed for potential reinvestment where:

- Environmental impact is limited
- Connections to BERT or open space can be strengthened
- Local businesses have the potential to cluster, strengthen foot traffic and overall destination appeal

TOP 6 **CATALYST PROJECTS & POLICY UPDATES**



1 VILLAGE CENTER

The Village Center is positioned to become a new riverside destination that attracts residents and businesses and supports more diverse local-serving dining and retail, walkability, and community life.



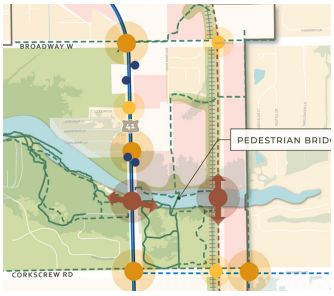
2 BONITA-ESTERO RAIL TRAIL (BERT)

Once the land is purchased, this project will establish a signature trail spine along a former rail line that can serve as an eco-tourism driver and off-street connector to neighborhoods, parks, and regional destinations.



3 ESTERO RIVER PARK

This project transforms the riverfront land across from Village Center into a nature-based destination, using natural play, visible ecological restoration, and expanded public access to create a more immersive experience.



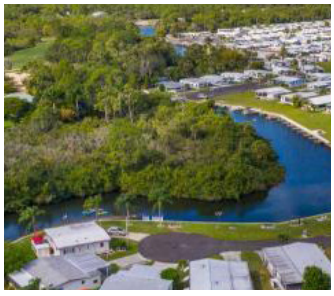
4 US-41 CORRIDOR IMPROVEMENTS

US-41 was identified as a key barrier to connectivity and quality of life in the study area. Initial assessment suggests that context reclassification and new or enhanced pedestrian crossings may be warranted.



5 ESTERO OPEN SPACE DESIGN MANUAL

Consider developing a clear framework for how parks, trails, streets, and public spaces in Estero should look and function. Creating a consistent design language helps ensure future projects contribute to a recognizable and cohesive public realm.



6 ENVIRONMENTAL POLICIES

Consider protections (like the River Protection Overlay), incentive programs, and other standards to ensure that community growth is aligned with environmental constraints.

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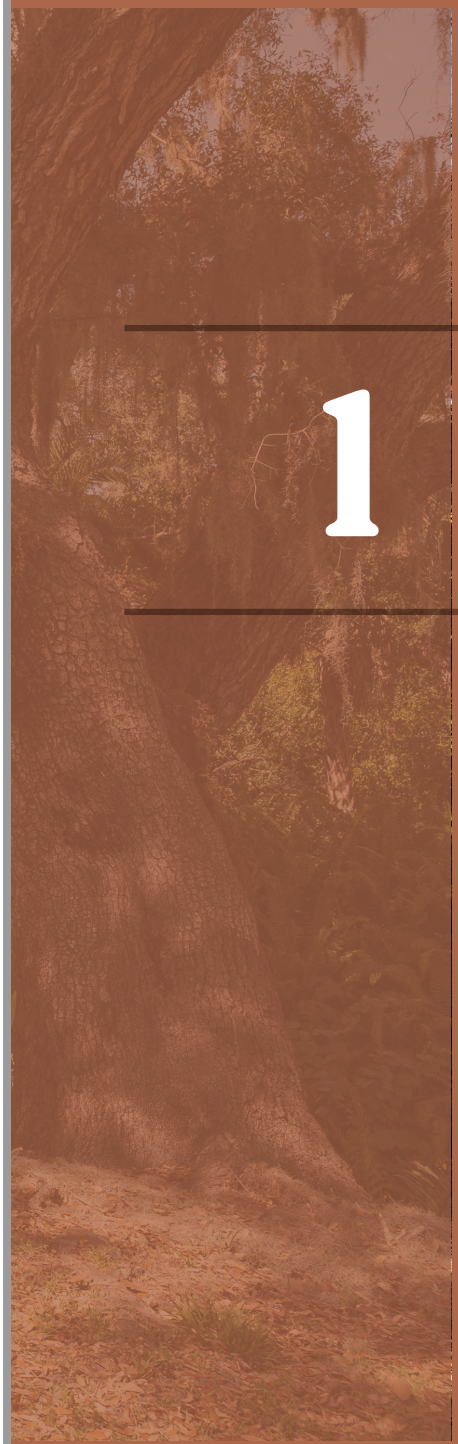
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Village of Estero
Eco-Historic Planning Study

1 FOUNDATIONS

Introduction & Context

The Case for Action

The Planning Process

Plan Framework

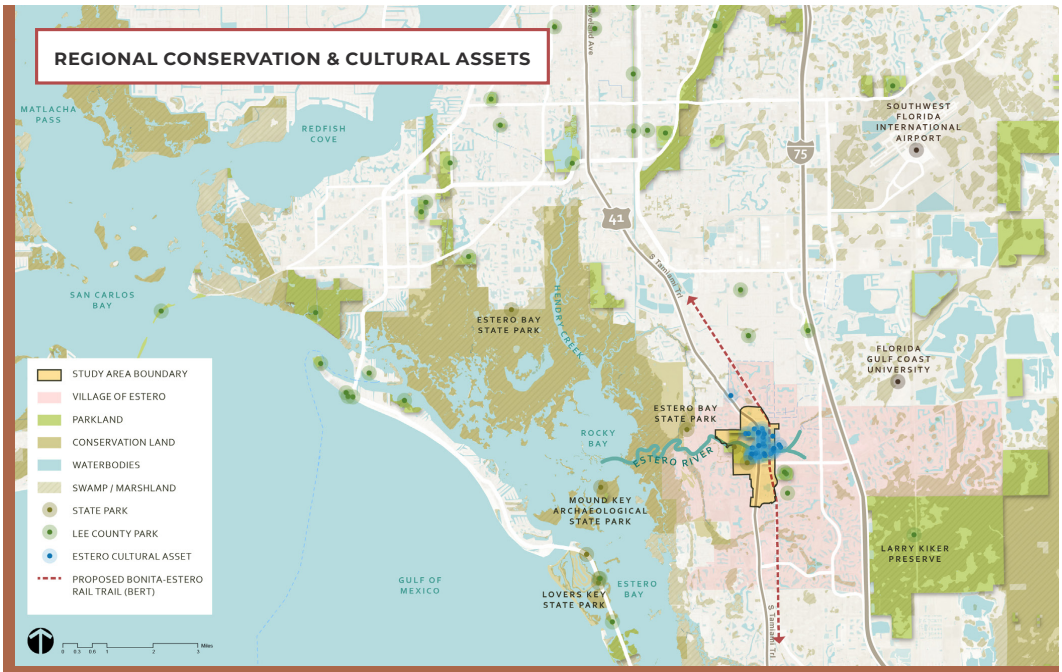
1 | FOUNDATIONS

Introduction & Context

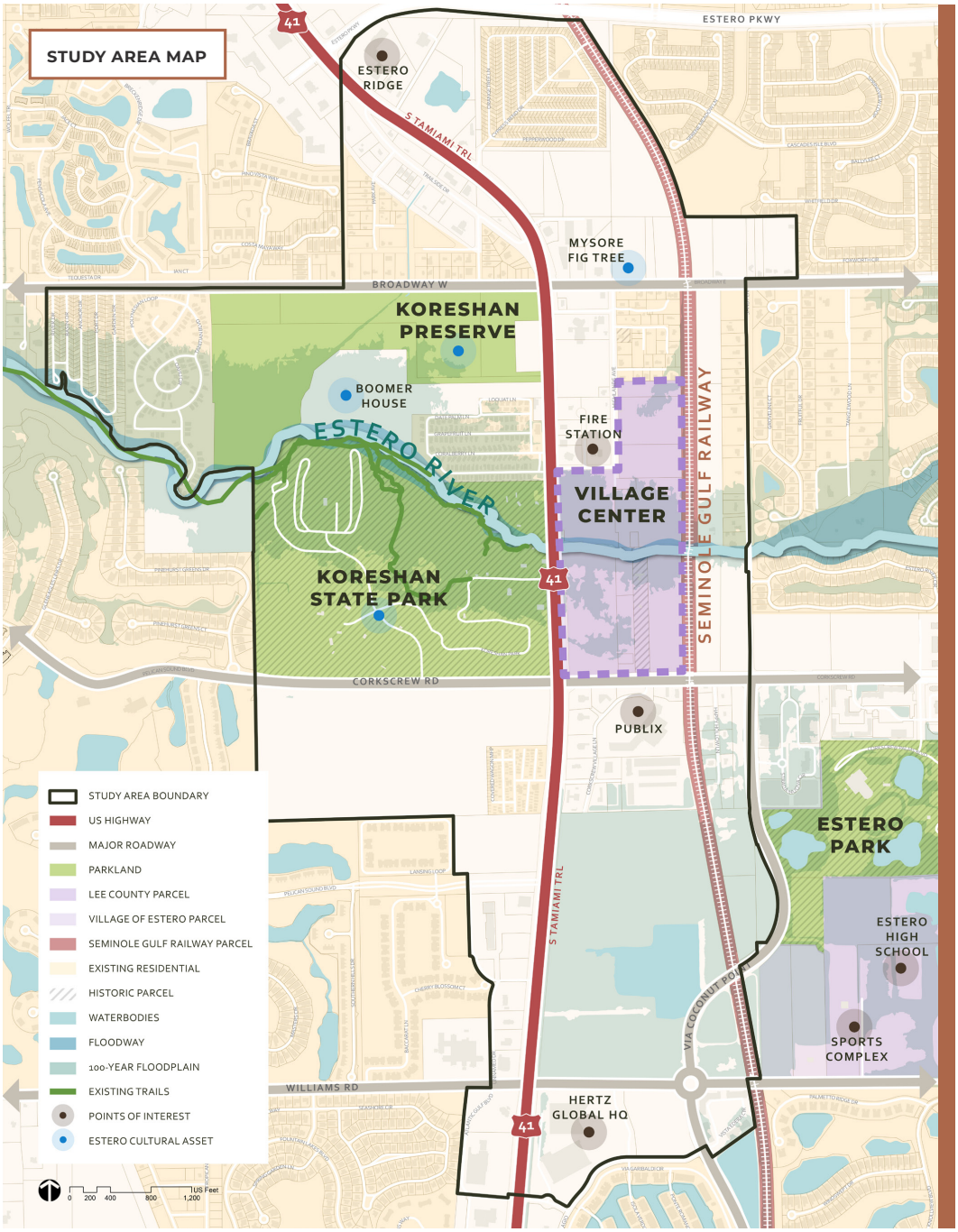
Project Background

As the greater Fort Myers region continues to grow – and with the impacts of Hurricane Ian (2022) still fresh – Estero is at a pivotal moment. In 2024, the Village of Estero was awarded a grant through the *Lee County Recovery and Resiliency Planning Program* to undertake a comprehensive planning study focused on balancing development, open space, and conservation in developed area of Estero that lacks critical infrastructure.

The *Village of Estero Eco-Historic Planning Study* addresses storm inundation and climate change while recognizing the environmental and cultural significance of the Estero River and Koreshan State Park area to support long-term economic growth. Recommendations in this plan **establish a coordinated direction and 20-year framework for public and private investment** to broaden cultural, recreational, and social opportunities and elevate quality of life for Village residents.



The study area consists of more than 1,000 acres, including the Estero River, a portion of the US-41 corridor, and the planned Bonita–Estero Rail Trail (BERT), along with numerous historic sites and cultural assets, conservation lands, and publicly owned properties.


STUDY AREA MAP
ESTERO PKWY
ESTERO RIDGE
S TAMIAMI TRL
MYSORE FIG TREE
BROADWAY W
KORESHAN PRESERVE
BOOMER HOUSE
ESTERO RIVER
FIRE STATION
VILLAGE CENTER
SEMINOLE GULF RAILWAY
KORESHAN STATE PARK
CORKSCREW RD
PUBLIX
ESTERO PARK
ESTERO HIGH SCHOOL
SPORTS COMPLEX
VIA COCONUT POINT
WILLIAMS RD
HERTZ GLOBAL HQ
41
STUDY AREA BOUNDARY
US HIGHWAY
MAJOR ROADWAY
PARKLAND
LEE COUNTY PARCEL
VILLAGE OF ESTERO PARCEL
SEMINOLE GULF RAILWAY PARCEL
EXISTING RESIDENTIAL
HISTORIC PARCEL
WATERBODIES
FLOODWAY
100-YEAR FLOODPLAIN
EXISTING TRAILS
POINTS OF INTEREST
ESTERO CULTURAL ASSET
0 200 400 800 1,200 US Feet

1 | FOUNDATIONS

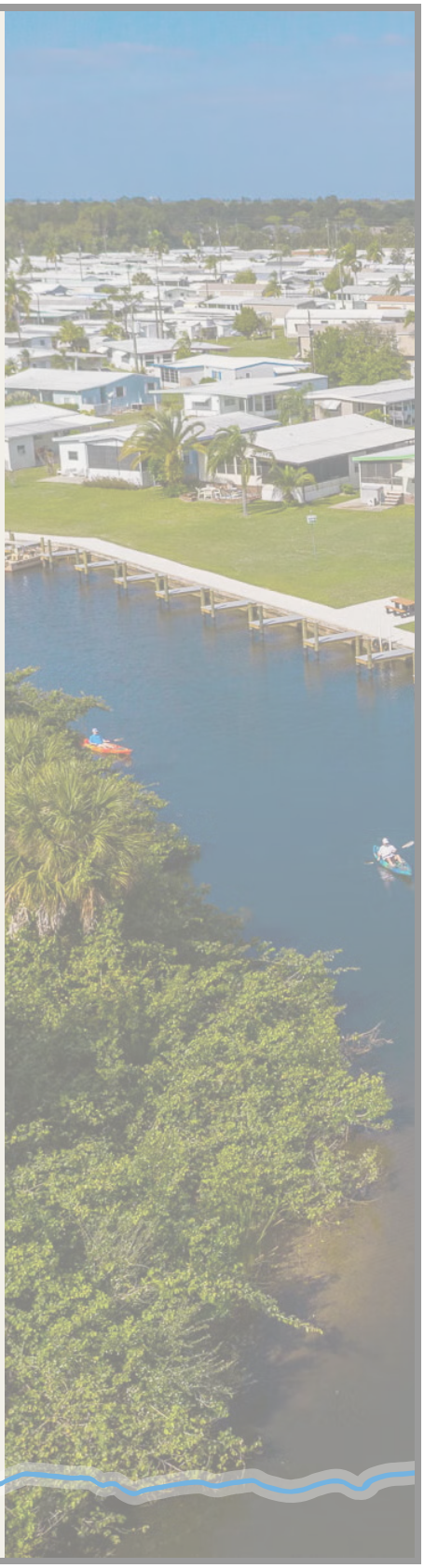
The Case for Action

Why Resilience Matters for Estero

Almost four years ago, Hurricane Ian caused significant impacts to the Estero Bay and the greater Fort Myers region. Storm surge, high winds, and heavy rain caused widespread flooding, erosion, habitat loss, and significant damage to homes and public infrastructure. In Estero, low-lying areas along the Estero River and surrounding wetlands are particularly vulnerable, highlighting the need for proactive planning to protect residents, infrastructure, and irreplaceable ecological and historic assets.

The storm also underscored the long-term challenges of climate change, including rising sea levels and more frequent intense storms. For Estero, resilience is central to sustainable community growth. Reducing the community's risk calls for an integrated approach; one that aligns stormwater management, ecological protection, and context-sensitive development in support of the local economy.

Funding through the Lee County Recovery and Resiliency Planning Program provides an opportunity to guide development that strengthens resilience and preserves environmental and cultural assets, including the Estero River and historic Koreshan sites. By thoughtfully integrating these assets into development and recreation strategies, Estero can provide long-term benefits for the community that support, not compromise, the natural and cultural systems that define the community.

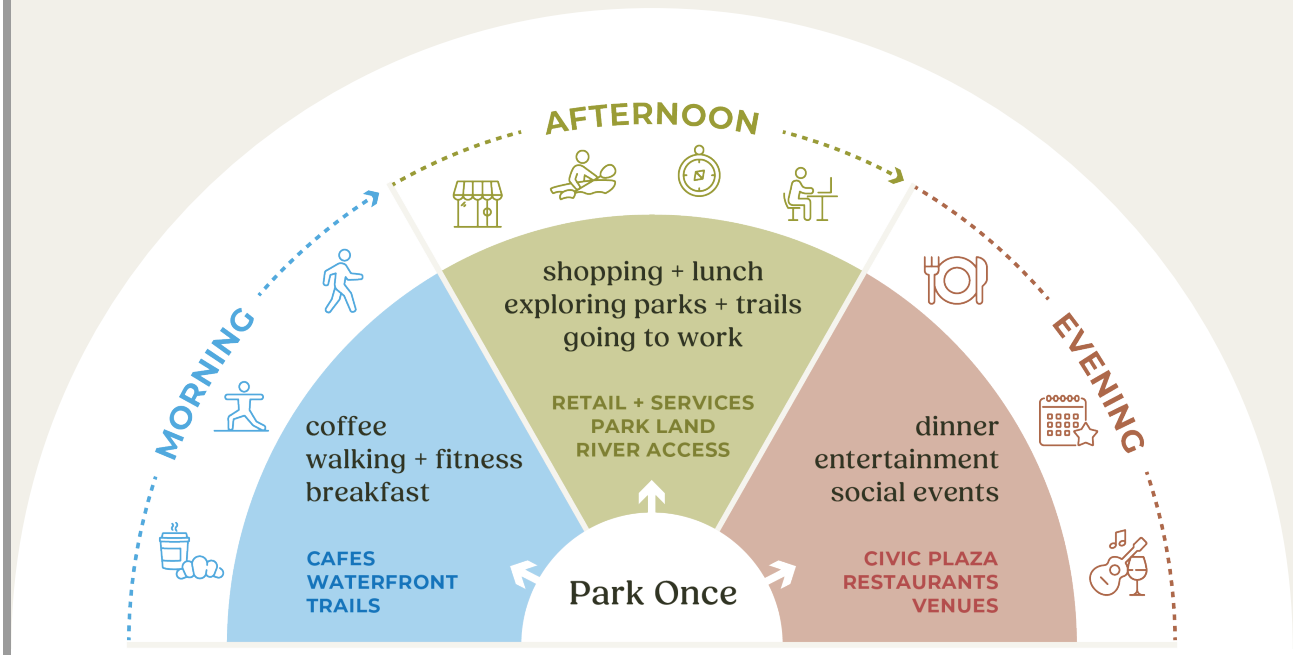


The All-Day Estero Experience

Great communities are not defined by a single destination, but by **how experiences build throughout the day.** The ability to move easily from one activity to another, without having to leave the community, shapes how people connect to a place and how long they choose to stay. Estero's unique places (see page 16) provide a strong foundation for this kind of experience.

Each offers something distinct, but their real strength lies in how they work together to define Estero's character. When connected, and supported by walkable development, they can create a regional draw that supports morning activity, midday gathering, and evening social life.

This all-day activity is what turns a collection of destinations into a cohesive community. It encourages people to linger, make multiple stops, and return more often. It supports local businesses, activates public spaces, and reinforces a sense of place that is built over time, not just in isolated moments. Strengthening these places is key to shaping Estero as a community where daily life is not only convenient, but meaningful and memorable.



UNIQUE, CHARACTER-DEFINING PLACES IN ESTERO



ESTERO RIVER



KORESHAN STATE PARK



VILLAGE CENTER



BOOMER HOUSE



BONITA-ESTERO RAIL TRAIL (BERT)



ESTERO PARK (LEE COUNTY-OPERATED)



KORESHAN GENERAL STORE



ESTERO RIVER OUTFITTERS

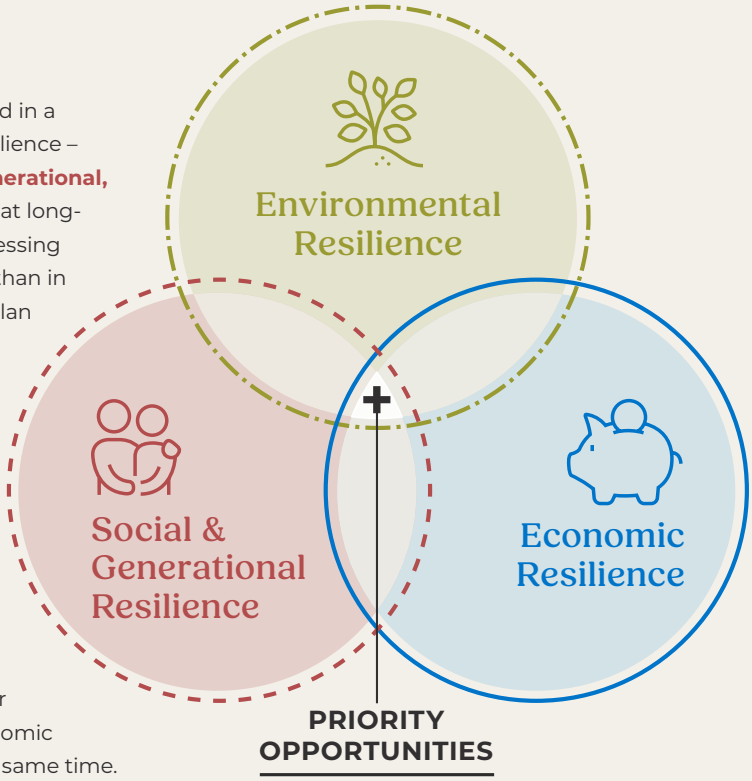


MYSORE FIG TREE

Resilience Goals

The plan framework is grounded in a three-pronged approach to resilience – **environmental, social and generational, and economic** – recognizing that long-term success depends on addressing these systems together rather than in isolation. Each element of the plan supports one or more of these interconnected goals, from land use and infrastructure to placemaking and economic development.

Estero's highest-impact opportunities lie where environmental, economic, and community resilience intersect. These are the projects where strategic investment can deliver environmental protection, economic value, and public benefit at the same time.



Project Goals

The planning team translated the resilience goals for Estero (described above) into three project goals that reflect the intent of this planning study and the community's aspirations for what this effort should achieve.

PROTECT IRREPLACEABLE ENVIRONMENTAL SYSTEMS

Safeguard the Estero River, wetlands, and coastal systems

STRENGTHEN COMMUNITY IDENTITY & QUALITY OF LIFE

Support walkability, gathering spaces, and aging-in-place

GUIDE RESPONSIBLE GROWTH

Align with environmental system constraints and infrastructure capacity

Benefits of the Eco-Historic Planning Approach

Koreshan settlement patterns, the Estero River, and sensitive coastal habitats within the study area are key ecological and historical features that have affected growth in the Village of Estero across generations and continue to influence how the area is experienced by people today. This plan recognizes that these elements are not constraints to development, but assets that can benefit and build value in the community.

Planning with an eco-historic lens allows us to **reveal, connect, and steward** the assets that shape the place, rather than overwrite them. By aligning future growth with these assets, the plan supports context-sensitive investment, strengthens Estero's identity within the study area, and enhances its appeal as a place to live, work, and visit. Ultimately, this approach fosters long-term economic vibrancy by creating authentic, resilient places that cannot be replicated elsewhere.

With the entire vision and framework orienting itself to an eco-historic planning approach, new possibilities and long-term benefits begin to emerge.

ENVIRONMENTAL BENEFITS

PROTECT IRREPLACEABLE ASSETS

- Prioritizes protection of the Estero River, coastal and wetland habitats, and other natural features that cannot be replaced when lost
- Ensures that these assets are conserved while remaining accessible to the public

BUILD LONG-TERM RESILIENCE

- Integrates planning techniques that provide flood mitigation to reduce future infrastructure costs and respond to environmental change
- Respects the historic flow and function of the Estero River system to preserve water quality, habitat integrity, and long-term storm surge impacts

ENSURE QUALITY GROWTH

- Guides future development to respect sensitive ecologies and historic landscape patterns and minimizes habitat disruption and environmental degradation
- Ensures sustainable growth of Estero over time

SOCIAL & GENERATIONAL BENEFITS

ENTERTAINMENT & RECREATION

- Enhances access to the river with trails and open spaces that provide diverse recreational opportunities for daily use
- Promotes active transportation modes through a network of connected trails
- Blends nature-based recreation, retail, and entertainment

HEALTH & WELLNESS

- Promotes lifelong health and active lifestyles by designing environments that support daily activity, social interaction, and connection to nature
- Supports health and stress reduction by integrating natural landscapes and open space into daily life

PROMOTE LIFESTYLE DIVERSITY

- Supports a mix of housing types that cater to residents of different life stages and economic backgrounds to help Estero become a place where people can live and age in-place
- Promotes high-density nodes that create opportunities for social interaction

ECONOMIC BENEFITS

VALUE CREATION

- Unlocks development potential along Estero River to increase market values by providing access to natural and cultural amenities
- Proposes new development to attract a diverse population and new businesses

GROW SPENDING & TAX BASE

- Contributes to a more stable economy by strengthening connections to the Koreshan Preserve, Estero River, and preserved parkland to encourage repeat visits and increased local spending
- Enhances the quality of place in the study area, making the area more competitive for both private investment and public funding

PLACE-BASED ACTIVITIES

- Supports small businesses, recreation-based enterprises, and cultural tourism rooted in local identity (which is more likely to be locally-owned, community-supported, and aligned with environmental stewardship goals)

1 | FOUNDATIONS

The Planning Process

Developed over five (5) phases in 2025 and 2026, the *Village of Estero Eco-Historic Planning Study* has been guided by input from an active Village Council, the Planning, Zoing, and Design (PZD) Board, and the broader public to ensure that the plan reflects community-wide priorities and interests.

For more detailed information on public engagement activities see the Appendix, page 148.

MAY 2025

PHASE 1
Discovery

- ☑ Collect data
- ☑ Map upcoming development, opportunities, challenges
- ☑ Conduct a market demand analysis

PHASE 2
Engagement

- ☑ Interview Village Council members
- ☑ **Community Open House held on June 24, 2025**

PHASE 3
Visioning

- ☑ Analyze the feedback from Phase Two to generate a gap analysis and guiding principles
- ☑ PZD board meeting presentation
- ☑ Develop an economic and land development strategy

PHASE 4
Engagement

- ☑ Re-interview Village Council members
- ☑ **Community Open House held on March 10, 2026**
- ☑ **Online Community Survey**

PHASE 5
Adoption

- ☑ Prepare the Eco-Historic Planning Report with key recommendations, and prioritized action plan
- ☑ PZD board meeting presentation
- ☑ Village Council presentation

MAY 2026



1. OPEN HOUSE SETUP

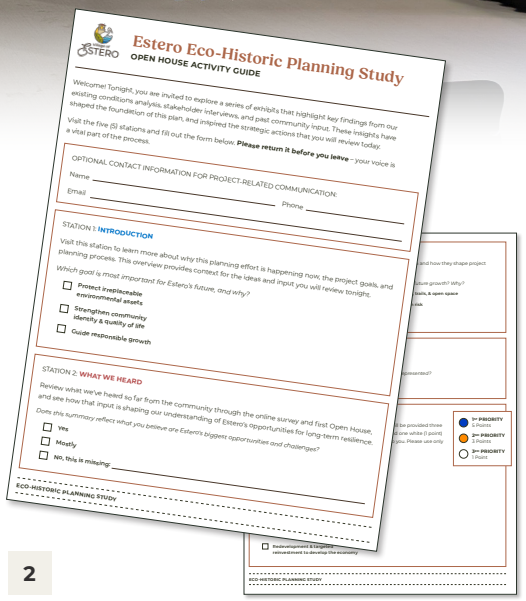
The 2nd Community Open House used a self-guided format, allowing participants to review the analysis stations and draft strategies at their own pace. WINK News provided ample coverage of the event, which broadened awareness of the project and encouraged strong community participation.

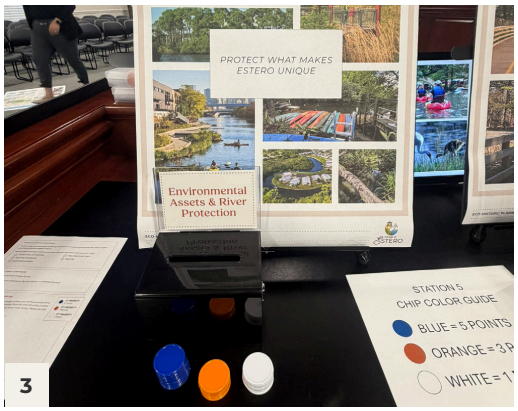
2. ATTENDEE ACTIVITY GUIDE

A one-page activity guide was provided to attendees to capture detailed feedback, including ideas, and open-ended input to help refine the plan's recommendations.

3. PRIORITIZATION EXERCISE

The chip prioritization exercise invited participants to identify and rank their top three priorities, which informed the phasing of the Action Plan and investments.


Estero Eco-Historic Planning Study
OPEN HOUSE ACTIVITY GUIDE
Welcome! Tonight, you are invited to explore a series of exhibits that highlight key findings from our existing conditions analysis, stakeholder interviews, and past community input. These insights have shaped the foundation of this plan, and inspired the strategic actions that you will review today.
Visit the five (5) stations and fill out the form below. Please return it before you leave – your voice is a vital part of the process.
OPTIONAL CONTACT INFORMATION FOR PROJECT-RELATED COMMUNICATION:
Name
Email
Phone
STATION 1: INTRODUCTION
Visit this station to learn more about why this planning effort is happening now, the project goals, and planning process. This overview provides context for the ideas and input you will review tonight.
Which goal is most important for Estero's future, and why?
Protect irreplaceable environmental assets
Strengthen community identity & quality of life
Guide responsible growth
STATION 2: WHAT WE HEARD
Review what we've heard so far from the community through the online survey and first Open House, and see how that input is shaping our understanding of Estero's opportunities for long-term resilience.
Does this summary reflect what you believe are Estero's biggest opportunities and challenges?
Yes
Mostly
No, this is missing:
ECO-HISTORIC PLANNING STUDY
1ST PRIORITY 5 Points
2ND PRIORITY 3 Points
3RD PRIORITY 1 Point
Redevelopment & transition reinvestment to develop the economy
ECO-HISTORIC PLANNING STUDY
2



3

1 | FOUNDATIONS

Plan Framework

The Organizing Structure

These recommendations are intentionally structured as a layered framework that moves from foundation to action, linking long-term community values (as understood through the community engagement process) to on-the-ground change.

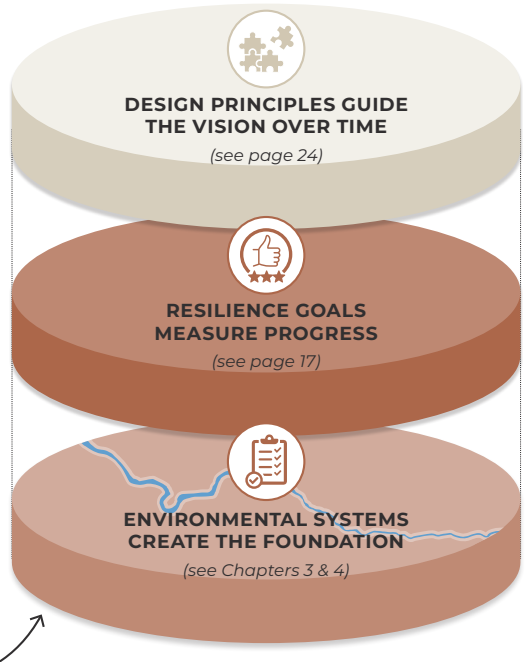
At its foundation, environmental systems establish where and how Estero can grow. The Estero River, wetlands, floodplains, and open space network are a significant, defining feature of the community that shape development patterns, access, and resilience over time. This layer grounds the vision in a clear directive to **plan with the land, not against it** (see Planning Implications, page 134).

Building on that, **resilience goals provide the lens for decision-making.** Environmental, economic, and generational resilience are considered together to ensure that each recommendation contributes to long-term community stability and adaptability.

At the top, **design principles translate these priorities into the physical experience of Estero.** These principles shape how growth looks and feels on the ground. They are intended to be flexible and revisited as projects are implemented, ensuring the vision evolves with the community.

EVERY STRATEGY IN THIS PLAN:

- ✓ Aligns with existing and future environmental system constraints
- ✓ Advances Resilience Goals
- ✓ Follows best practices and guidelines



This structure ties **"big-picture systems"** to **"everyday experience."**

Elements of the Plan

CHAPTER 1 FOUNDATIONS

Establishes the plan context and frames the need for an eco-historic planning approach in Estero

CHAPTER 2 VISION

Presents a vision for the overall study area and key sites, with short-, medium-, and long-term strategic actions

Recommendations are organized into four focus areas:

- **CONNECTIVITY & TRANSPORTATION**
- **ENVIRONMENTAL SYSTEMS**
- **PARKS, TRAILS, & OPEN SPACE**
- **ECONOMIC OPPORTUNITIES & COMMUNITY**

CHAPTER 3 ANALYSIS

Summarizes the research, community engagement, and technical analyses conducted in early phases of planning

CHAPTER 4 APPENDIX

Supporting documentation, technical materials, and interim deliverables that inform the plan

This plan serves as a guide for both public and private stakeholders, serving as a reference for decision-making, investment, and long-term planning for the Village of Estero.



Design Principles

Shaped by feedback from the Estero Village Council and attending residents at the first Community Open House, the following design principles informed the recommendations, illustrations, and strategic actions described in the Vision chapter. They are non-prescriptive to allow for innovative ideas to flourish, but are meant to **ensure that the plan's original priorities persist** throughout the 20-year, multi-phase implementation process.

Balance Growth with Preservation

Shape future development to enhance Estero's character while meeting evolving needs.



- Guide new development to fit within the existing community fabric and elevate quality standards.
- Accommodate growth while maintaining "small town charm."

Celebrate Culture & Character

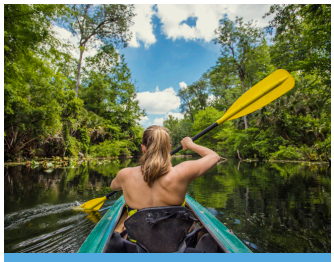
Infuse public spaces with Estero's identity and heritage.



- Highlight historic sites, community traditions, and other local stories in parks and public spaces.
- Express Old Florida vernacular and cultural heritage through architecture, design, and public spaces.

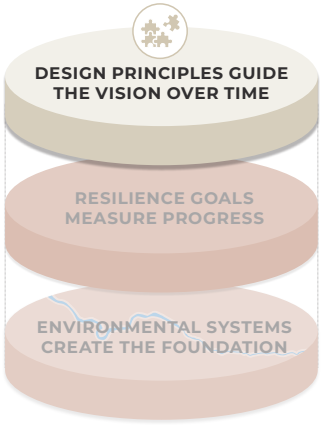
Protect & Enhance Natural Assets

Safeguard and integrate Estero's natural resources through sustainable design solutions.



- Preserve waterways, habitats, and native landscapes.
- Use green infrastructure to protect wetlands, manage stormwater, and support ecosystems.
- Strengthen community connections to nature and recreation.

1 | FOUNDATIONS PLAN FRAMEWORK



LOOKING AHEAD

As projects come online and new opportunities emerge over time, these principles should be revisited to ensure that Village decision-making is in alignment with the community's evolving needs and its needs for the future.

Foster a Strong Sense of Place

Provide welcoming spaces that build community pride and connection.



- Design streets, parks, plazas, and gathering areas to encourage shared experiences.
- Prioritize comfort, access, and safety for residents of all ages and abilities.
- Reinforce a consistent character through cohesive design elements.

Connect People & Places

Ensure safe, accessible networks that link neighborhoods, nature, and culture.



- Establish continuous pedestrian and bicycle connections that link neighborhoods, town centers, and open spaces.
- Promote mobility, health, and social interaction through walkable and bikeable design.

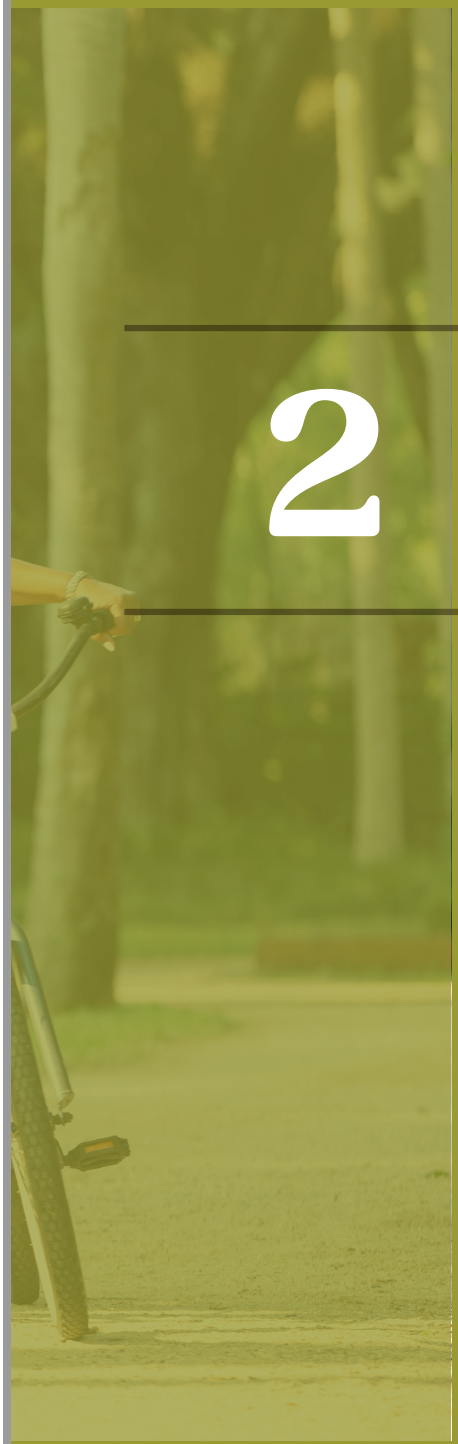
Plan for Generational Resilience

Design with adaptability and longevity to serve all ages for decades to come.



- Ensure development is adaptable, sustainable, and benefits the community long-term.
- Incorporate design strategies that are inclusive for all ages and support residents "aging in-place."





Village of Estero
Eco-Historic Planning Study

2 VISION

Overview of Recommendations

Connectivity & Transportation

Environmental Systems

Parks, Trails, & Open Space

Economic Opportunity & Community

Action Plan

Next Steps

Cost Estimates

THE VISION STATEMENT

The Estero Eco-Historic study area is a resilient, intergenerational community that seeks to balance progress and preservation.

Rooted in nature and enriched by local culture, the area maintains its small-town character and connection to the river that defines Estero.



2 | VISION

Overview of Recommendations

Achieving the vision described in the Vision Statement (see previous page) depends on aligning multiple efforts over time. Transportation, public space, economic development, and environmental systems must work in concert to support a consistent direction for Estero. The following sections outline a framework for how that vision could be realized, and **present a range of ideas for continued discussion and consideration by the Village Council and project partners.** When advanced together, these focus areas can help shape a more connected and resilient Estero.

Recommendations are grounded in a clear understanding of the following:

- Community priorities and aspirations
- Existing conditions and the opportunities they afford
- The environmental realities that shape future growth
- Ability to implement over the short-, medium-, and long-term

HOW THIS CHAPTER IS ORGANIZED:

1. Connectivity & Transportation (page 32)
2. Environmental Systems (page 40)
3. Parks, Trails, & Open Space (page 46)
4. Economic Opportunities & Community (page 60)

- Action Plan (page 74)
  Summary of all plan recommendations
- Next Steps (page 76)
  Implementation & funding guidance
- Cost Estimates (page 82)

FROM INVESTMENT TO IMPACT

The graphic below illustrates how targeted investments in Estero will build over time to deliver broader community benefits (see page 18) and reinforce the Village's long-term resilience goals.



Phasing Strategy

The Vision chapter is intended to guide Village staff and partners in considering how the ideas and projects identified in this study may be incorporated into future Capital Improvement Program (CIP) efforts, if approved by Council.

The **Action Plan** breaks down these proposed projects into smaller, bite-size steps, with the ultimate goal of bringing Estero's vision to life.

Foundational Steps
(0-12 MONTHS)

These steps build the capacity needed to move from planning to implementation, including organizational alignment and developing a funding strategy.

For more information see Next Steps, page 74-75.

Early Actions
(0-2 YEARS)

Early Actions are high-priority "quick-win" actions that can be initiated immediately to make tangible progress in the short-term. These efforts kick off implementation of the plan and signal a clear direction for the Village.

Short-Term Actions
(0-5 YEARS)

The short-term phase focuses on the Early Actions and other immediate improvements that respond directly to community concerns (safety, congestion, lack of walkability) while also establishing the policy structure that will guide future development.

FIX SAFETY & CONNECTIVITY, ESTABLISH IDENTITY

This phase is about setting direction and building momentum:

- Protect environmental systems first
- Address safety and mobility issues
- Design standards
- Begin key projects

Medium-Term Actions
(5-10 YEARS)

The medium-term phase transitions Estero from planning and early implementation into a fully functioning system of connected places. Short-term projects begin to scale, linking open space and economic development into a connected system that supports regional identity.

BUILD SYSTEMS & DELIVER DESTINATION PROJECTS

This phase is about delivering the vision:

- Build a complete, connected mobility network
- Deliver signature destinations (BERT and Estero River Park)
- Establish a functioning Village Center
- Align development with environmental systems and design standards

Long-Term Actions
(10-20+ YEARS)

In the long-term, Estero can continue to strengthen its identity through coordinated public and private investments and improved connectivity. Earlier phases lay the foundation for long-term environmental, mobility, and community benefits.

ONG EVOLUTION OF COMMUNITY IDENTITY

This phase is about maturity and identity:

- Complete Catalyst Projects
- Reinforce a strong, authentic Village of Estero identity
- Sustain long-term economic and environmental health

2 | VISION

Connectivity & Transportation

Community input made one priority clear: transportation and safety matter.

THE CHALLENGE

Existing transportation conditions affect safety, comfort, and quality of life in Estero.

These include:

- High traffic volumes along US-41
- Limited safe pedestrian crossings
- Fragmented bicycle and sidewalk networks
- Heavy reliance on vehicle travel

GUIDING GROWTH WITH TRANSPORTATION

Transportation and mobility is not separate from redevelopment. Rather, it is what makes responsible growth possible. Selective transportation improvements should guide where and how reinvestment occurs, and focus growth in the areas that can support it. This applies to areas where:

- Safe access can be realistically improved
- Infrastructure capacity exists, or can support, growth without overburdening the system
- Multi-modal connections are achievable

Reinvestment should not be prioritized in areas of Estero where development would remain isolated and auto-dependent, and encouraged in locations that can support more walkable, multi-modal patterns of development.

THE OPPORTUNITY

Estero has established destinations and clear opportunity corridors that can be used to create a more connected network for all modes. By enhancing access along these corridors, the Eco-Historic area can function more like a unified system, rather than a series of isolated destinations.

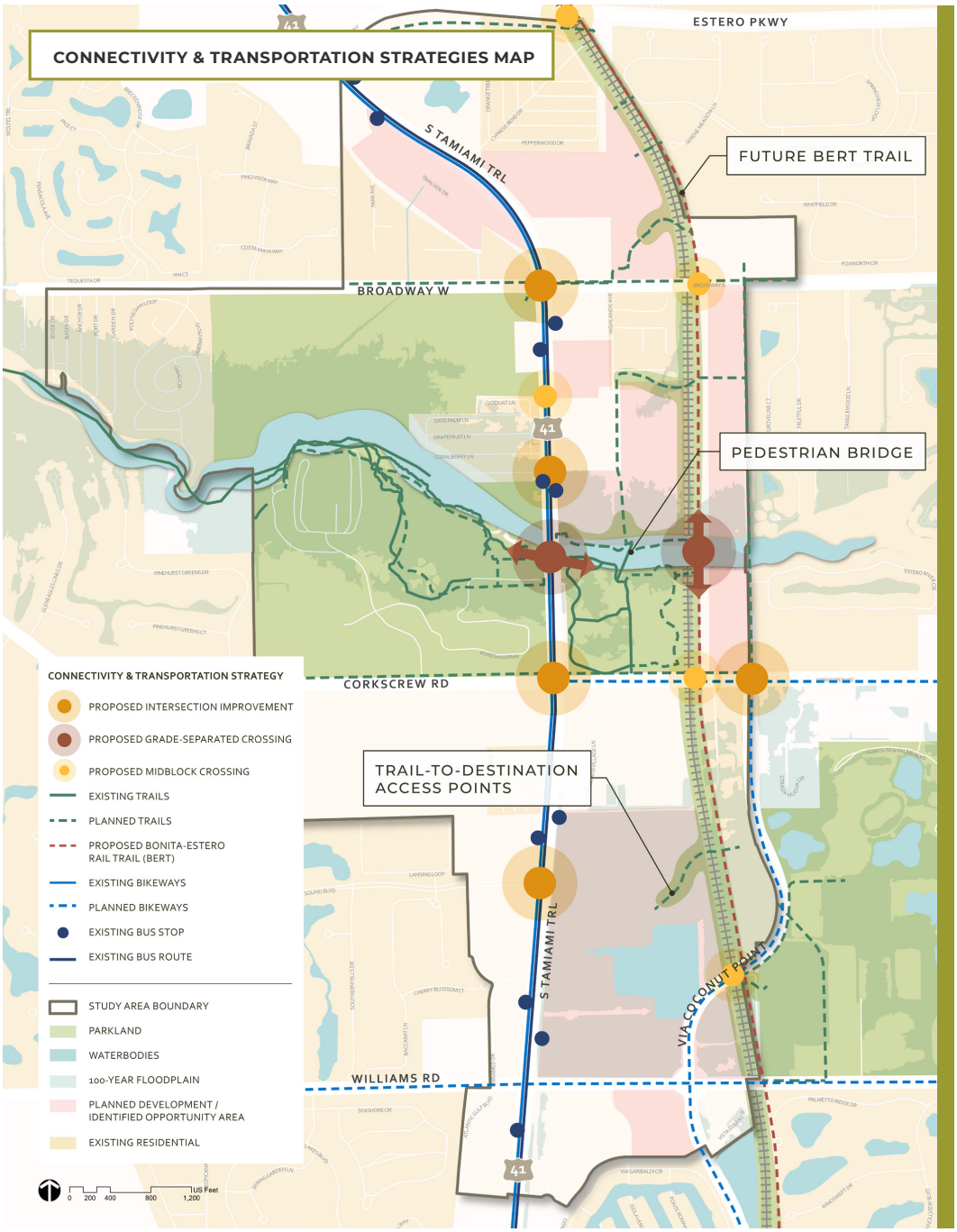
Key corridors:

- US-41
- The planned Bonita-Estero Rail Trail (BERT)
  - *See page 53 for more details*
- Estero River corridor
- Village-owned riverfront land



US-41 INTERSECTION

Typical crossing conditions at busy intersections along US-41 (Estero Parkway shown).


CONNECTIVITY & TRANSPORTATION STRATEGIES MAP
ESTERO PKWY
S TAMIAMI TRL
FUTURE BERT TRAIL
BROADWAY W
PEDESTRIAN BRIDGE
CORKSCREW RD
TRAIL-TO-DESTINATION ACCESS POINTS
VIA COCONUT POINT
WILLIAMS RD
41
CONNECTIVITY & TRANSPORTATION STRATEGY
PROPOSED INTERSECTION IMPROVEMENT
PROPOSED GRADE-SEPARATED CROSSING
PROPOSED MIDBLOCK CROSSING
EXISTING TRAILS
PLANNED TRAILS
PROPOSED BONITA-ESTERO RAIL TRAIL (BERT)
EXISTING BIKEWAYS
PLANNED BIKEWAYS
EXISTING BUS STOP
EXISTING BUS ROUTE
STUDY AREA BOUNDARY
PARKLAND
WATERBODIES
100-YEAR FLOODPLAIN
PLANNED DEVELOPMENT / IDENTIFIED OPPORTUNITY AREA
EXISTING RESIDENTIAL
0 200 400 800 1,200 US Feet

Phase 1: Short-Term Actions

OBJECTIVE | **MAKE IT SAFER & EASIER TO MOVE AROUND TODAY**

In the near term, the priority is to make it safer and easier to move around Estero, regardless of mode. Early investments in east–west connectivity should be considered to reduce the barrier effect of US-41 and improve access between neighborhoods, parks, and emerging destinations.

Coordination with FDOT will be essential to advance improvements such as enhanced crossings, reduced speed environments, and other opportunities like an under-the-bridge greenway connection at the Estero River. At the same time, early streetscape pilot projects and branding efforts will begin to shift US-41 from a high-speed roadway, to a corridor that supports community identity and long-term redevelopment goals.

EARLY ACTIONS

- **Adopt US-41 Landscape & Streetscape Master Plan**
  - Explore reclassification of a segment of US-41 (see page 35)
  - Define typical cross sections (lanes, medians, sidewalks, bike facilities)
  - Identify priority pedestrian and bicycle crossings (top 10 locations)
  - Evaluate grant opportunities

SHORT-TERM ACTIONS

- Implement priority crossings on US-41 and key intersections (2-3 locations)
  - Pilot protected bike lanes / shared-use paths
  - Improve sidewalk gaps and ADA accessibility
  - Launch “Safe Routes to Parks & Trails” program
- Coordinate with FDOT on:
  - Speed management strategies
  - Under-bridge multi-use path at Estero River
  - Other grade-separated crossing options to reduce US-41 as a barrier

KEY COMPONENTS OF THE MASTER PLAN SHOULD INCLUDE:

- Multi-modal corridor design that accommodate all users
- Community engagement
- Crossing framework with identified priorities
- Native-friendly landscape and shade framework
- Node-based place strategy
- Palette of materials, signage, and furnishings that build corridor identity
- Phasing and implementation strategy, including identified grant opportunities

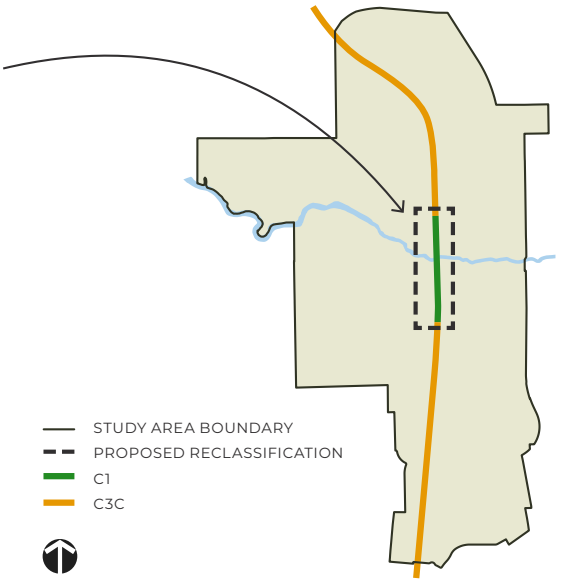
US-41 CONTEXT CLASSIFICATION

An early action for the Village of Estero is to coordinate with FDOT to **request a project-level analysis for the US-41 corridor between Broadway W and Corkscrew Road,** which is currently classified as C1. Based on this study's findings and the corridor's anticipated evolution toward a C3C context, the additional review will help determine whether reclassification is warranted to be consistent with the surrounding corridor and support the desired future land use and design character. The review should also consider opportunities for speed limit reduction, traffic calming interventions, and other pedestrian improvements around the future Village Center.

See page 114-121 for more details on US-41.

US-41 LANDSCAPE & STREETSCAPE MASTER PLAN

Adopting a community-supported master plan is a critical first step to reposition US-41 as an active, safe, and navigable multi-modal corridor that supports Estero's mobility, economic, and community identity goals. The plan should set a long-term vision for US-41 between Estero Parkway and Williams Road that balances regional movement with local access, safety, and placemaking. This includes establishing standards for roadway cross sections, pedestrian and bicycle facilities, landscaping, lighting, and materials. These elements should work together to create a recognizable identity for Estero and reinforce connections to adjacent development and open spaces.



GRADE-SEPARATED CROSSING FEASIBILITY STUDY

US-41 is perceived by the community as one of the most significant physical barriers within Estero. High traffic volumes, multiple travel lanes, and limited crossing opportunities make it difficult for walkers and bicyclists to move between neighborhoods, parks, and other destinations. While enhanced at-grade crossings can improve safety in the near term, they may not fully address long-term mobility and comfort needs, especially as growth continues across the region.

KEY COMPONENTS OF THE STUDY SHOULD INCLUDE:

- Site analysis and selection criteria
- Design typologies for underpasses and overpasses, considering:
  - Vertical clearance requirements
  - ADA-accessibility
  - User comfort, visibility, and safety
  - Drainage and flood conditions, especially for underpasses
- Connectivity and regional network integration
- Cost estimates, phasing and implementation strategy
- Permitting strategy, including coordination with FDOT and other agencies
- Design standards

A feasibility study for grade-separated crossings at strategic locations along US-41 would evaluate the potential for pedestrian underpasses or overpasses at locations that would provide the greatest benefit to the current and future community.

Priority locations may include:

- Key spurs that connect to the Bonita–Estero Rail Trail (BERT)
- Areas near Village Center, Koreshan State Park, Estero Sports Park, and other major destinations
- Locations with high pedestrian demand or constrained at-grade crossing conditions
- Locations that provide a critical connection between residential areas and essential services, retail, and the open space system



1. ESTERO RIVER OUTFITTERS

Proposed trail underpass location below US-41

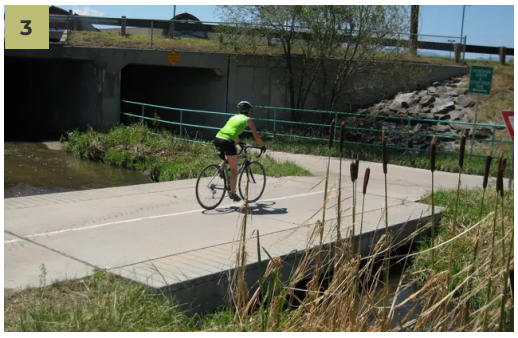
2. TAMPA RIVERWALK (TAMPA, FL)

Running along the Hillsborough River, the Tampa Riverwalk navigates constrained downtown conditions with sections cantilevered over the water.

3. CLEAR CREEK TRAIL (WHEAT RIDGE, CO)

The trail corridor is constrained between the creek and the Golden Highway (Hwy 58), requiring it to navigate several roadway interchanges with limited space. At this location, it uses a low-water culvert to pass beneath a 5-lane roadway.





Phase 2: Medium-Term Actions

OBJECTIVE | **REDUCE CAR DEPENDENCY AS ESTERO GROWS**

As the framework established in the short term takes hold, the focus shifts to expanding and completing a multi-modal network that reduces dependence on vehicles and improves connectivity across the community.

MEDIUM-TERM ACTIONS

- Expand the bike and pedestrian network to residential areas
- Identify and implement trail-to-destination connections
- Integrate transit/shuttle connections (seasonal and local) to support eco-tourism and reduce vehicle dependence
- **US-41 Corridor Improvements**
  - Implement streetscape improvements in priority segments, focusing on high-activity nodes to start
  - Introduce traffic calming and enhanced or new grade-separated crossings
  - Redevelop priority nodes into walkable mixed-use centers
  - Reduce corridor "barrier effect" through improved multi-modal connections
  - Require streetscape enhancements as redevelopment occurs along US-41



ESTERO PARKWAY

Estero Parkway is a strong local example of corridor investment. A shaded sidewalk is well-buffered from the roadway with landscaping, and bike facilities are clearly defined with green pavement markings to increase visibility.



Phase 3: Long-Term Actions

OBJECTIVE | **ACHIEVE A SEAMLESS, MULTI-MODAL TRANSPORTATION SYSTEM**

By this phase, the mobility system is fully connected, seamless, and integrated with regional networks.

LONG-TERM ACTIONS

- Complete regional trail and greenway connections
- Achieve seamless crossings across US-41
- Integrate with the broader regional transportation system (i.e. trails and transit located outside of Estero and Lee County)
- **US-41 Corridor Transformation**
  - Fully realize multi-modal boulevard as envisioned in the Streetscape Master Plan
  - Reinforce node-based development pattern



Key Takeaways for Connectivity & Transportation

Fix safety first: Evaluate improvements to crossings, sidewalks, and bike facilities, making it safer and easier to move around Estero today.

Establish the framework before building the system: Early actions (the US-41 Corridor Master Plan, BERT framework) ensure that future investments are coordinated and consistent with long-term vision and resilience goals.

Transform US-41: Phased improvements will transform US-41 from a high-speed corridor into a multi-modal boulevard with safe crossings, walkable nodes, and a cohesive public realm.

Leverage BERT as the community's primary mobility spine: The Bonita–Estero Rail Trail serves as the primary north-south connector, linking key destinations with safe access across Estero.

Proactive, not reactive: Transportation improvements should *guide* where redevelopment occurs, rather than *respond* to ongoing growth, to encourage walkable development and multi-modal access.

2 | VISION

Environmental Systems

The Estero River, wetlands, floodplains, and conservation lands are interconnected (functionally and geographically) and shape where and how change can occur in the study area.

THE VALUE OF ENVIRONMENTAL SYSTEMS

Rivers, coastal and wetland habitats, and other natural systems in Estero provide essential functions that support community health, safety, and quality of life. They manage water quality, support native habitat, and influence the culture and character of the community. Once lost, these systems cannot be replaced.

THE OPPORTUNITY

Beyond their core functions, these systems can help shape how Estero grows and evolves. When stewardship and conservation are aligned with access, recreation, and community development, they can advance resilience goals and deliver lasting community benefits (see page 18 for more details).



THE ESTERO RIVER

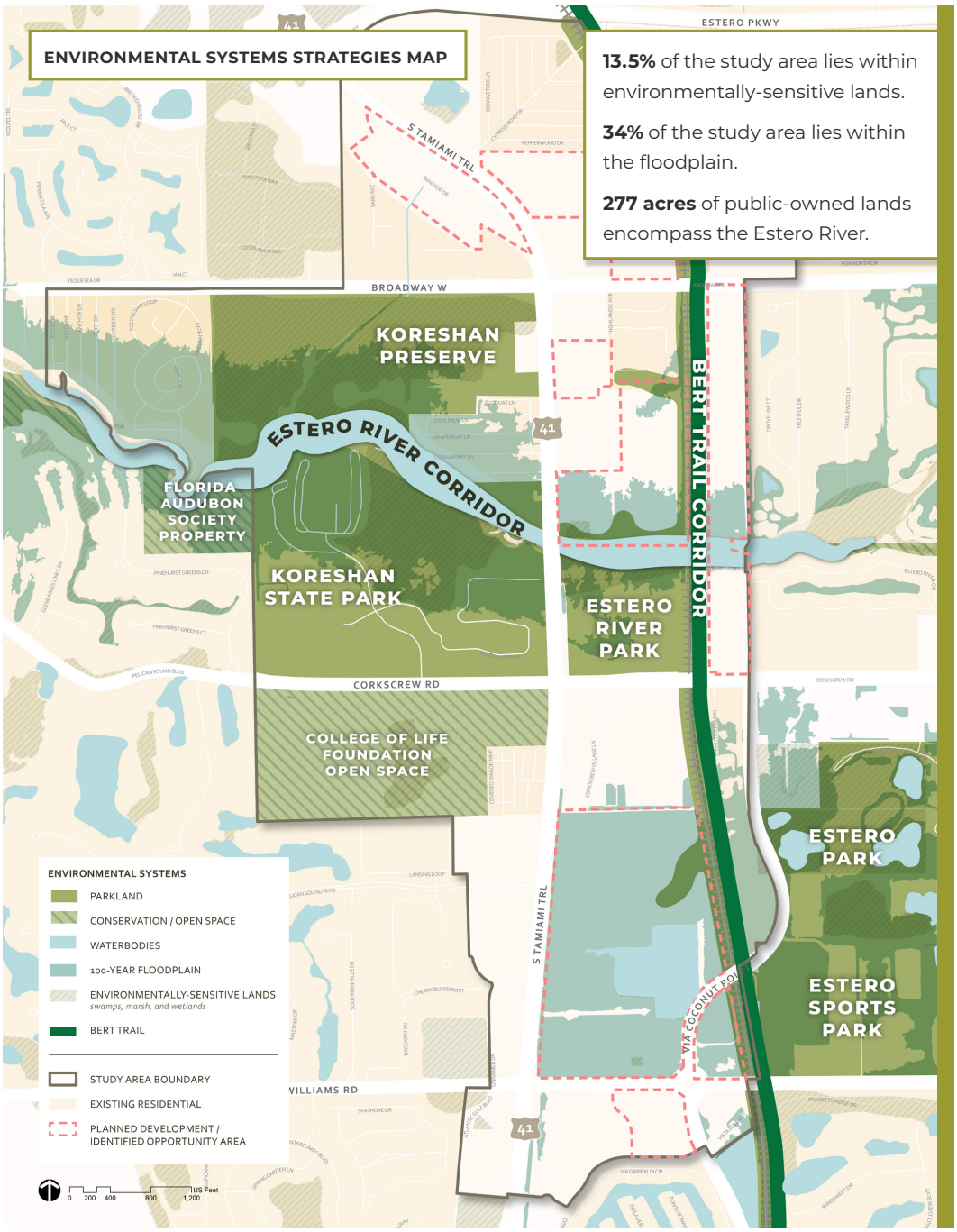
- Connects upstream riverine systems to the Estero Bay
- Shapes historic settlement patterns
- Anchors Koreshan State Park and the Village of Estero
- Provides flood storage and critical ecological value
- Opportunities for enhanced **access, recreation and interpretation**

FLOODPLAINS & WETLANDS

- Reduce long-term risk of storm events
- Provide water quality benefits
- Limit development intensity
- Opportunity to **align flood storage areas** with the existing open space network

EXISTING PARKS, CONSERVATION LAND, & RIVERFRONT LAND

- Form a strong backbone of a larger, connected recreation system in Estero
- Opportunity to **connect and strengthen what exists,** rather than adding new parks


ENVIRONMENTAL SYSTEMS STRATEGIES MAP
13.5% of the study area lies within environmentally-sensitive lands.
34% of the study area lies within the floodplain.
277 acres of public-owned lands encompass the Estero River.
ESTERO PKWY
S TAMIAMI TRL
BROADWAY W
KORESHAN PRESERVE
ESTERO RIVER CORRIDOR
BERT TRAIL CORRIDOR
FLORIDA AUDUBON SOCIETY PROPERTY
KORESHAN STATE PARK
ESTERO RIVER PARK
CORKSCREW RD
COLLEGE OF LIFE FOUNDATION OPEN SPACE
ESTERO PARK
ESTERO SPORTS PARK
VIA COCONUT POINT
WILLIAMS RD
41
ENVIRONMENTAL SYSTEMS
PARKLAND
CONSERVATION / OPEN SPACE
WATERBODIES
100-YEAR FLOODPLAIN
ENVIRONMENTALLY-SENSITIVE LANDS
swamps, marsh, and wetlands
BERT TRAIL
STUDY AREA BOUNDARY
EXISTING RESIDENTIAL
PLANNED DEVELOPMENT / IDENTIFIED OPPORTUNITY AREA
0 200 400 800 1,200 US Feet

Phase 1: Short-Term Actions

OBJECTIVE | **ESTABLISH GUARDRAILS BEFORE GROWTH ACCELERATES**

In the short term, the focus is on establishing a clear structure to ensure that future growth aligns with these systems and avoids long-term vulnerability.

This includes adopting river protection overlays, securing key river access sites, considering additional land acquisition for environmentally sensitive areas, and developing resilience-based land use policies. Together, these actions define where development should and should not occur, reinforcing the principle of planning with the land rather than against it.

EARLY ACTIONS

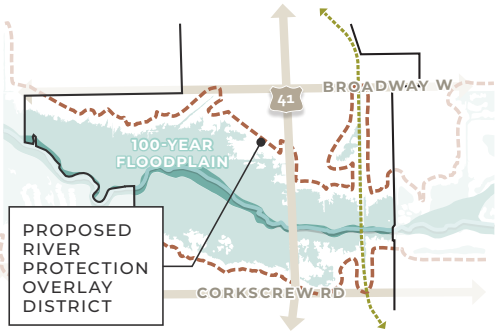
- Consider adopting an **Estero River Protection Overlay District**
- Develop and adopt a Village-wide **Green Infrastructure Handbook** to guide site and infrastructure design
- Develop a **Green Infrastructure Incentive Program**

SHORT-TERM ACTIONS

- Identify and secure 2–3 priority river access sites
- Initiate wetland and floodplain land acquisition program
- Secure river access sites through easements or purchase
- Limit impervious surface coverage in sensitive areas

RIVER PROTECTION OVERLAY DISTRICT

A combination of floodplain regulations, wetland protections, and project-specific approvals govern development along the Estero River. While these tools provide important safeguards, they do not establish a corridor-wide approach to how the river edge is protected, experienced, or integrated into the community. As a result,



conditions along the river vary and limit its full value as an ecological asset and defining community feature.

A River Protection Overlay District will introduce clear, consistent standards that align land use, design, and environmental stewardship. Overlay District standards can include a minimum setback (100' from the top of bank is recommended), with built-in flexibility to adjust based on site-specific conditions like habitat quality, flood risk, and existing development patterns. This setback area would function as a protected buffer zone for ecological preservation that serves a water quality and flood storage function, while still allowing for carefully designed public access, where appropriate.

GREEN INFRASTRUCTURE STRATEGY

Beyond regulatory policy, Estero has an opportunity to proactively guide how development contributes to environmental resilience. Green infrastructure (bioswales, rain gardens, permeable surfaces, native landscaping, etc.) can improve water quality, reduce flooding, and enhance the community's visual character when consistently applied.

The Handbook

The Village should consider developing a Green Infrastructure Handbook that provides clear guidance to developers, property owners, and public agencies on how to incorporate these strategies into site design and infrastructure projects. This should illustrate practical, locally-appropriate solutions that respond to Estero's environmental conditions, including high water tables, flood-prone areas, and sensitive ecological systems.

KEY COMPONENTS THE HANDBOOK SHOULD INCLUDE:

- Design typologies and applications of different green infrastructure strategies
- Performance metrics (such as stormwater retention, water treatment, and impervious surface reduction goals)
- Strategies for integration with site planning agencies
- Design standards

Incentive Program

To complement these guidelines, the Village could establish an incentive program to encourage adoption of green infrastructure in private development. Incentives may include:

- Density and intensity bonuses for development that exceeds baseline environmental standards
- Stormwater management credits or permit fee reductions for developers that provide on-site retention and treatment
- Expedited permitting or review processes for projects incorporating approved green infrastructure strategies

» Flexibility in landscaping or parking requirements when green infrastructure elements are integrated

These incentives help to align private investment with Estero's long-term resilience goals.



Orlando, Fl *offers incentives to support green infrastructure, like the bioswale in this image. These programs can offset costs for landscaping, pervious surfaces, and water quality improvements that aid in stormwater mitigation.*

Phase 2: Medium-Term Actions

OBJECTIVE | **MAKE THE RIVER USABLE, VISIBLE, & PROTECTED**

The medium-term phase builds on early protections by integrating environmental systems into everyday experiences and infrastructure.

MEDIUM-TERM ACTIONS

- Identify priority restoration and mitigation sites
- **Green Infrastructure Handbook & Incentive Program expansion**
  - Refine handbook based on early implementation
  - Identify priority public projects (roads, parks) to incorporate improvements
- Establish continuous open space along the river corridor
- Evaluate new or enhanced river access points (launches, overlooks)
- **Nature-based flood mitigation project (implementation phase)**
- Environmental Programming & Access
  - Launch eco-tourism initiatives (kayak trails, educational signage)
  - Integrate educational programming tied to natural systems

Phase 3: Long-Term Actions

OBJECTIVE | **LEAD IN ENVIRONMENTAL STEWARDSHIP & RESILIENCE**

Estero's environmental systems are fully protected, enhanced, and integrated into long-term resilience strategies.

LONG-TERM ACTIONS

- Update resilience strategies based on sea level rise and storm impacts
- Expanded conservation lands and open space networks
- Fully implement river and wetland protection systems
- Require green infrastructure as baseline for all development
- Continued expansion and maintenance of stormwater systems, tree canopy, and other environmental assets
- Retrofit vulnerable areas with flood-resilient infrastructure and nature-based solutions in conjunction with the Village's *Vulnerability Study*
- Ensure long-term performance of flood storage systems and water quality strategies

Key Takeaways for Environmental Systems

Protect first, before growth accelerates: Establishing clear protections (like the River Protection Overlay) ensures that community growth is aligned with environmental constraints from the outset.

Create a consistent and resilient river corridor: A defined setback and conservation strategy provides clarity for development while protecting ecological function, water quality, and flood storage capacity.

Phased integration: Over time, environmental assets become more visible and accessible through carefully designed river access, open space connections, and nature-based infrastructure that allows people to experience the river while maintaining its ecological integrity.

Leverage private dollars: Tools such as a Green Infrastructure Handbook and developer incentives help integrate stormwater management and resilience into standard practice.

2 | VISION

Parks, Trails, & Open Space

Environmental systems form the foundation of the Estero Eco-Historic area. The open space system defines how people experience it.

THE CHALLENGE

The current park, trail, and open space system functions unevenly. Physical barriers such as major roadways, gaps in the trail network, and limited or unclear river access reduces connectivity and makes it difficult to fully experience these assets. Some parks are well integrated into surrounding neighborhoods, while others are more isolated or difficult to reach. River access is present but often understated, with limited visibility and supporting amenities. Addressing these challenges will be key to ensuring that the system works as a unified whole rather than a collection of individual destinations.

THE OPPORTUNITY

Estero's strength lies in what it already has. The next step is to connect, clarify, and enhance these assets so they function as a seamless system that supports recreation, ecology, and everyday life.



ESTERO PARK

PARK & OPEN SPACE SYSTEM

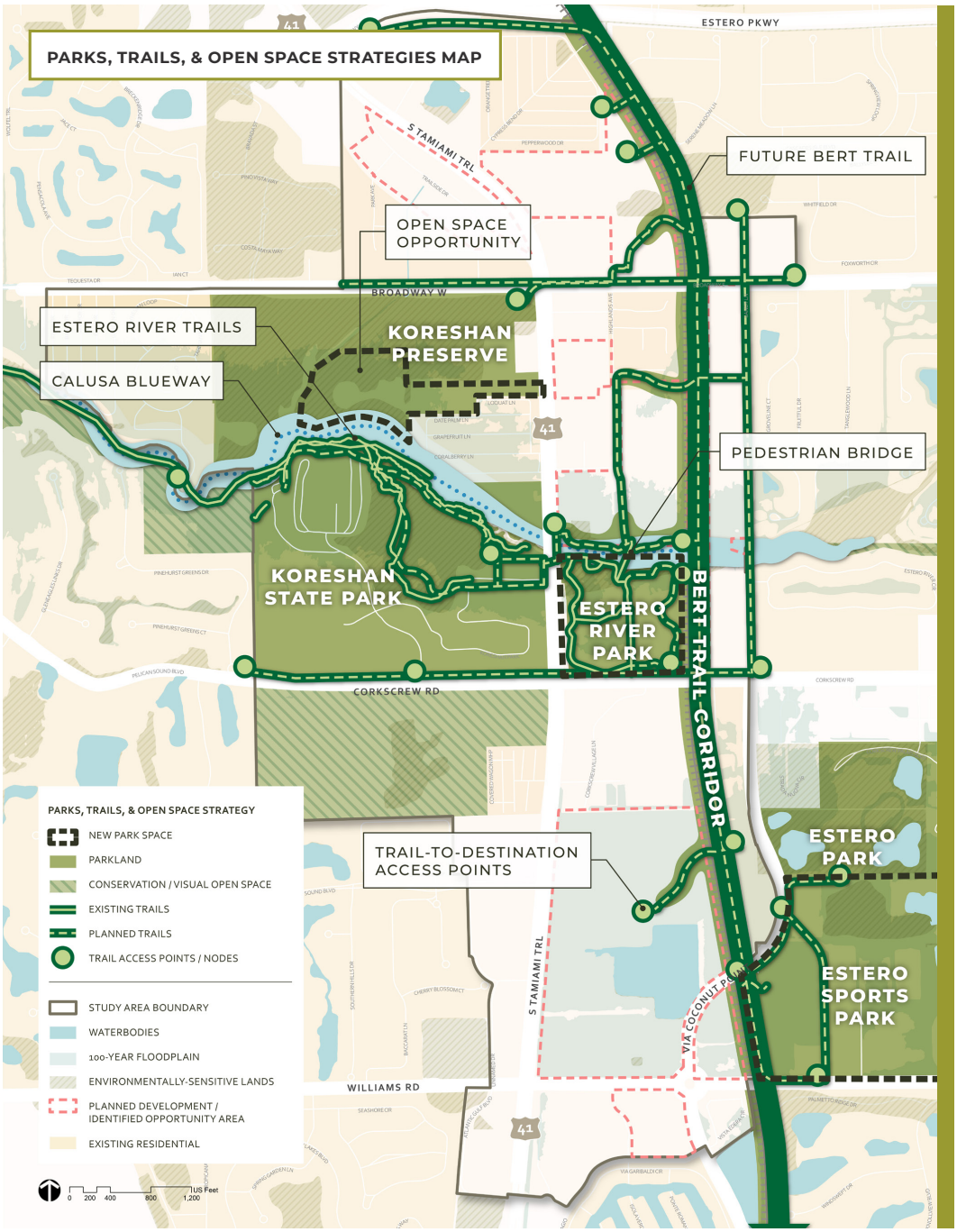
- System is anchored by the Koreshan State Park and reinforced by surrounding public lands
- Opportunities to **expand and diversify recreation** through nature play, enhanced trail expansion, and improved river access

TRAILS

- Trail segments along the riverfront are enclosed within Koreshan State Park, limiting continuous public access
- Inconsistent quality of trails and support amenities
- Opportunity to **build on the BERT as a primary spine** of the larger multi-modal network
- Enhance access to neighborhoods, parks, and key destinations

RIVER ACCESS & WATERFRONT

- Defining natural feature with access points distributed throughout the study area
- Opportunity to enhance these access points and river visibility to **elevate the river as a central public amenity**


PARKS, TRAILS, & OPEN SPACE STRATEGIES MAP
ESTERO PKWY
S TAMIAMI TRL
FUTURE BERT TRAIL
OPEN SPACE OPPORTUNITY
BROADWAY W
ESTERO RIVER TRAILS
CALUSA BLUEWAY
KORESHAN PRESERVE
PEDESTRIAN BRIDGE
KORESHAN STATE PARK
ESTERO RIVER PARK
BERT TRAIL CORRIDOR
CORKSCREW RD
TRAIL-TO-DESTINATION ACCESS POINTS
ESTERO PARK
ESTERO SPORTS PARK
VIA COCONUT PL
WILLIAMS RD
PARKS, TRAILS, & OPEN SPACE STRATEGY
NEW PARK SPACE
PARKLAND
CONSERVATION / VISUAL OPEN SPACE
EXISTING TRAILS
PLANNED TRAILS
TRAIL ACCESS POINTS / NODES
STUDY AREA BOUNDARY
WATERBODIES
100-YEAR FLOODPLAIN
ENVIRONMENTALLY-SENSITIVE LANDS
PLANNED DEVELOPMENT / IDENTIFIED OPPORTUNITY AREA
EXISTING RESIDENTIAL
0 200 400 800 1,200 US Feet

Phase 1: Short-Term Actions

OBJECTIVE | **MAKE PROGRESS ON DEFINING ESTERO'S IDENTITY WITH OPEN SPACE**

Early open space investments focus on visibility, connectivity, and identity. Initial segments of the Bonita–Estero Rail Trail (BERT) should be advanced quickly, supported by temporary connections and pilot improvements such as shade, seating, and wayfinding.

Equally important is the development of comprehensive design standards. Guidelines for trails, parks, and the river corridor will ensure that all future investments contribute to a cohesive and recognizable identity.

EARLY ACTIONS

- **BERT & Trail Design Guidelines**
  - Establish signature trail identity (materials, lighting, signage, furnishings)
  - Trail-to-destination interface standards
  - Develop typical cross sections for trails and safe crossings
  - Explore eco-tourism and heritage trail opportunities
- **Estero Open Space Design Manual** for Village-owned parks and public spaces
  - Define park typologies (civic greens, preserves, river access, neighborhood parks)
  - Shade canopy standards
  - Native planting and ecological restoration
  - Materials, furnishings, and architectural elements
  - Establish connectivity principles

SHORT-TERM ACTIONS

- **Establish long-term design framework for Estero River Park** (see facing page)
- **Begin priority segments of BERT** (see page 53)
  - Prioritize connections to Village Center, Estero River, and Koreshan State Park
- **Develop master plan for Boomer House property** (see page 57)
- Install shade, seating, and wayfinding pilots across the system



ESTERO RIVER PARK RENDERING

This rendering is conceptual and intended to illustrate potential site improvements. Final design will be informed by site constraints and subject to Village Council approval.

ESTERO RIVER PARK

A major priority in the short-term is the Estero River Park, envisioned as a 30+ acre signature destination across the river from the Village Center. Early efforts will focus on conceptual design, visioning, and master planning. The park is intended to deliver an immersive, nature-based experience, including play environments, boardwalks, river access, and educational programming. This project would be a local amenity that could have regional draw.

Centering Play & Exploration

Estero River Park could be organized as a series of interconnected environments that blend play, movement, and ecological function. Drawing from similar parks (such as Bonnet Springs Park, where play is integrated directly into topography and circulation), the concept plan encourages unstructured movement rather than fixed, equipment-based play.

For additional detail on nature park precedent research, refer to Appendix J on page 254.

Key elements include:

- Climbing structures
- Slides and pathways woven into the landform
- Play elements inspired by local wildlife and ecology
- Interactive, shallow water channels and wetland edges
- Opportunities for sensory play and seasonal variation
- Meandering internal trail loop system that encourages exploration and repeat visits

Connection to the River

A defining feature of the park is its relationship to the Estero River. The design of the park could feature elevated boardwalks and overlooks that allow visitors to move through and above sensitive ecological habitats without disturbing them. A boardwalk system that follows the river edge would create multiple vantage points for viewing the environmental systems at work.



A COMBINATION OF EDUCATIONAL SIGNAGE & INTERPRETIVE DESIGN

Immersive Learning

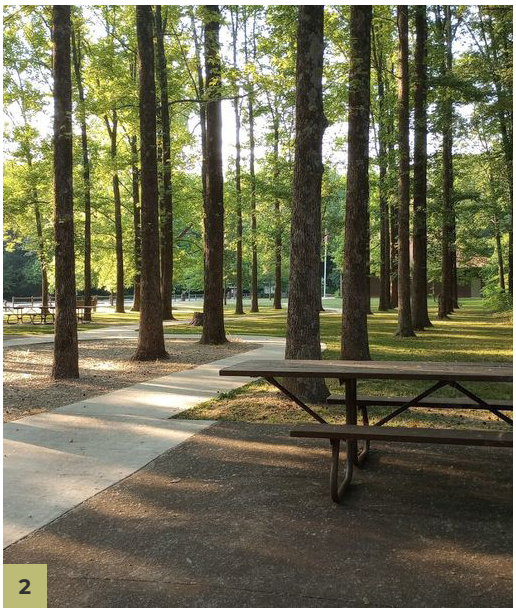
Program elements within the park create opportunities for environmental education and interpretation. Outdoor classrooms, interpretive signage, and interactive features can be incorporated throughout the site, allowing visitors to learn about:

- Local ecosystems and wildlife
- Hydrology and floodplain dynamics
- The cultural and environmental significance of the Estero River

Educational programming should engage visitors through a combination of signage that communicates information directly and metaphorical interpretation within the landscape itself, conveying meaning through form, material, and spatial experience. This approach aligns with successful precedents where play, education, and ecology build a unified and unique park experience.


ESTERO RIVER PARK CONCEPT
This rendering is conceptual and intended to illustrate potential site improvements. Final design will be informed by site constraints and subject to Village Council approval.
CONNECTIONS TO BERT
EXISTING PEDESTRIAN BRIDGE
CONNECTION TO VILLAGE CENTER
ESTERO RIVER OUTFITTERS
RIVER PROTECTION BUFFER
RIVERFRONT NATURE PLAY
THEMED PLAY STATIONS
INTERNAL TRAIL SYSTEM
330' EAGLE NEST BUFFER
BERT TRAILHEAD
BONITA-ESTERO RAIL TRAIL
41
EXISTING WETLANDS
PARKING
S TAMIAMI TR
CORKSCREW RD
Conceptual rendering; not to scale


1


2


3

ESTERO RIVER PARK
CHARACTER IMAGERY

1. EXISTING BUILDING ARCHITECTURE

Trailhead facilities and other structures within Estero River Park should be cohesive with the design of the new restroom facility on the opposite side of the river.

2. INTERNAL TRAIL SYSTEM WITH SHADED GATHERING SPACES

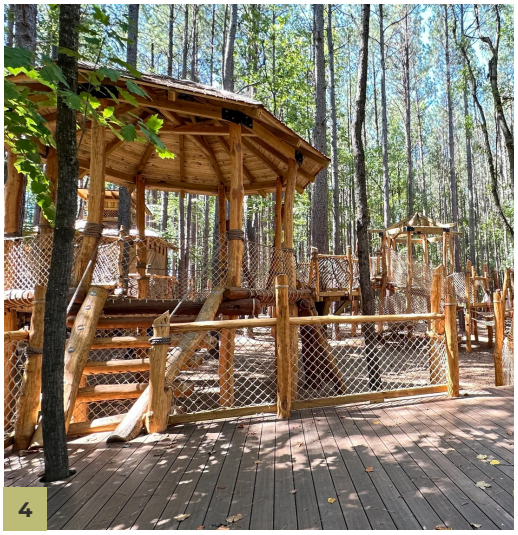
Preserve tree canopy while allowing selective clearing of understory vegetastion to open up key views to and across the river, where feasible. An internal trail system creates multiple shaded walking loops.

3. THEMED PLAY STATION

Small rest areas and play stations integrated throughout the park create opportunities for sensory play, environmental education, and cultural interpretation.

4. NATURE PLAY WITH ELEVATED BOARDWALK

A central naturalized playground establishes a signature destination within the park that encourages repeat visits from residents and visitors.


4

THE BONITA-ESTERO RAIL TRAIL

The planned Bonita–Estero Rail Trail (BERT) is a unique opportunity to create a strong, central spine with secondary trails and spurs branching outward to connect neighborhoods, parks, and regional destinations.

Design of the corridor through Estero should be cohesive with adjoining segments in Fort Myers and Bonita Springs, but also incorporate distinctive elements that establish a recognizable identity unique to this segment.

This approach maximizes the value of the investment, positioning the trail not only as a connector, but as a destination and experience in its own right. These elements along the corridor serve multiple functions, such as:

- **Placemaking:** Provide consistent visual cues that reinforce the corridor, signal continuity across crossings, and enhance the overall character
- **Wayfinding:** Help users orient themselves, understand their location, and identify nearby destinations and travel times
- **Safety:** Increase awareness for trail users and drivers through lighting, signage, and other features that highlight conflict points, crossings, and other nodes
- **Comfort:** Create a more inviting and legible environment through shade, landscaping, and human-scaled design to support users of all ages and abilities

BERT & Trail Design Guidelines

To ensure a cohesive and recognizable trail system, the Village should develop and adopt a set of BERT & Trail Design Guidelines. These guidelines will establish a clear design framework for all trail segments, connectors, and related public realm elements, ensuring that the system functions not only as infrastructure, but as a signature landscape experience unique to Estero.

BERT & TRAIL DESIGN GUIDELINES SHOULD INCLUDE:

- Typical shared-use path widths (12–14')
- Surface materials appropriate for durability and user comfort
- Lighting, signage, and wayfinding systems
- Integration of shade through tree canopy and/or structures
- Design typologies for major and minor trailheads, including a toolbox of preferred trail amenities (bike parking, bike fix-it stations, trail kiosks, etc.)
- Standards for trail-oriented development (expectations for visibility, accessibility, and activation along the trail)
- Safe and comfortable crossing treatments (see page 52)

Eco-Tourism & Heritage

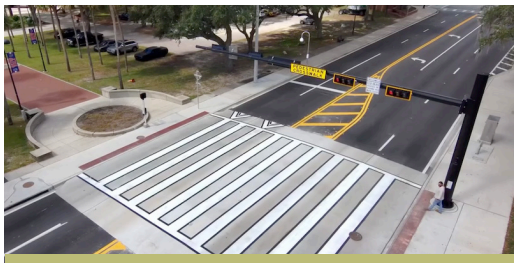
The trail system, anchored by BERT, offers an opportunity to reinforce Estero's identity through storytelling and interpretation. These features transform the trail from a purely functional route into a meaningful and educational experience that offers glimpses into and celebrates Estero's cultural and historic past. Guidelines should incorporate:

- Interpretive signage highlighting local ecology, history, and culture
- Wayfinding that connects users to nearby destinations and points of interest
- Design elements that reflect local materials and environmental context.



TRAIL-BASED ECO-TOURISM

The PA Turnpike Trail in Sideling Hill demonstrates how well-designed access points and cohesive branding creates a memorable place, and invites visitors to engage with it, learn its history, and extend their visit beyond a single destination.



UNIVERSITY AVENUE MIDBLOCK

This is a strong example of a signalized midblock crossing in Gainesville, FL at a high-demand location along an FDOT-controlled roadway.

Safe & Comfortable Roadway Crossings

A higher level of design should be applied at crossing locations, where users are most exposed to conflicts with vehicles. This means going beyond standard pavement markings to provide clear priority, visibility, and intuitive navigation for all users. Distinctive materials, markings, and landscape elements reinforce the presence of the trail and improve visibility, while also signaling its environmental, cultural, and historic significance to users and drivers passing by.

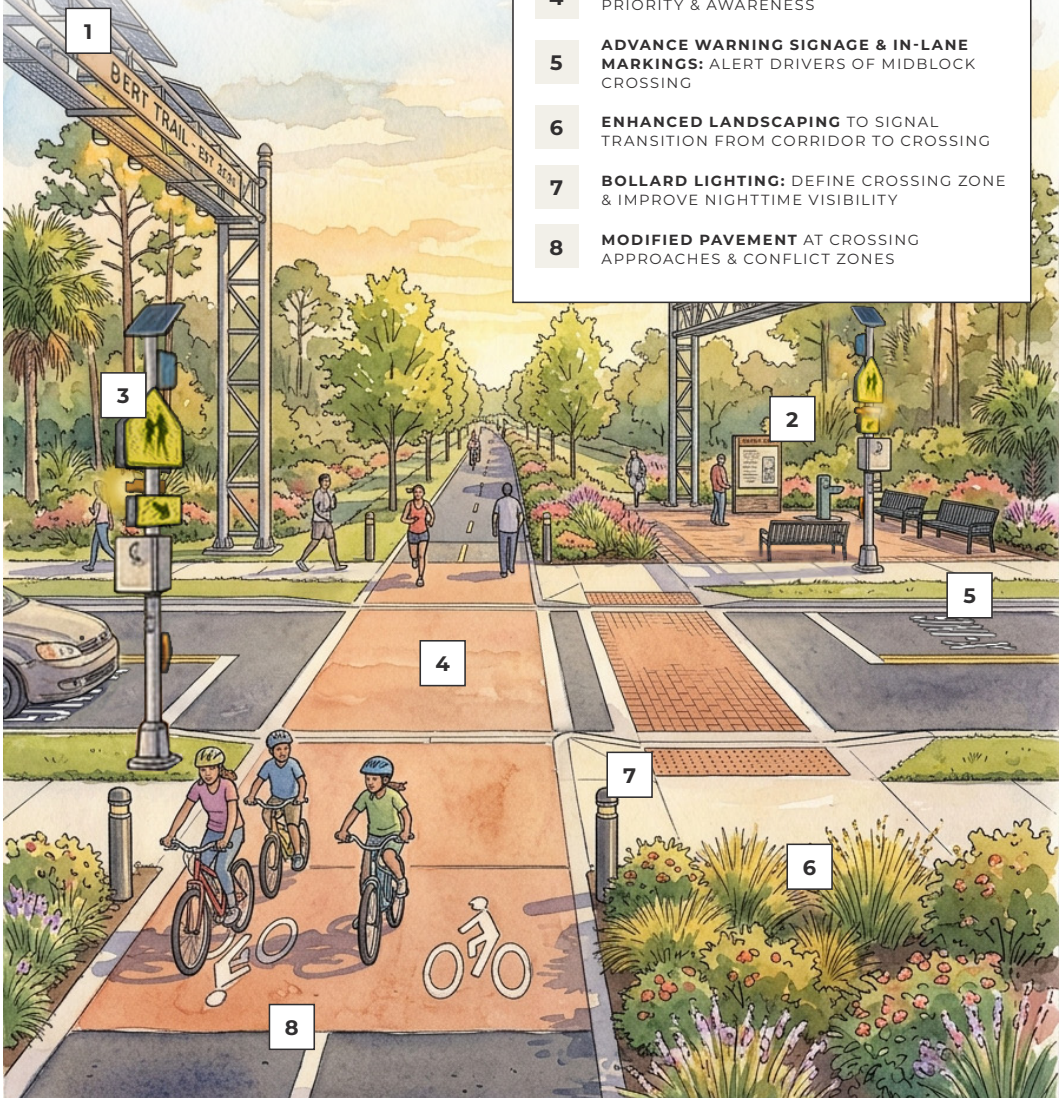
At the same time, intersection design must respond to site-specific conditions. Each crossing (midblock and at roadway intersections), varies based on geometry, traffic volumes, lane configurations, median presence, and operating speeds. Because of this, design solutions should be tailored through detailed engineering analysis to ensure that each crossing treatment provides an appropriate level of safety and visibility.

The image on the facing page illustrates a toolkit of design strategies that could be applied at BERT midblock crossings in Estero.

For additional detail on crossing treatments at midblock and standard intersections, refer to the Appendix on page 220.

BERT CROSSING RENDERING

This rendering is conceptual and intended to illustrate potential site improvements. Final design will be informed by site constraints and subject to Village Council approval.



1. **REPURPOSED RAIL SIGNAL MASTS:** VISUAL LANDMARK & IDENTITY FEATURE
2. **MIDBLOCK TRAILHEAD:** DEFINE TRAIL ENTRY POINT WITH SIGNAGE & GATHERING SPACE TO MARK ACCESS
3. **PEDESTRIAN-ACTIVATED RRFB SIGNAL:** FLASHES LIGHTS TO PROMPT DRIVER YIELD
4. **BRANDED CROSSWALK:** REINFORCE TRAIL PRIORITY & AWARENESS
5. **ADVANCE WARNING SIGNAGE & IN-LANE MARKINGS:** ALERT DRIVERS OF MIDBLOCK CROSSING
6. **ENHANCED LANDSCAPING** TO SIGNAL TRANSITION FROM CORRIDOR TO CROSSING
7. **BOLLARD LIGHTING:** DEFINE CROSSING ZONE & IMPROVE NIGHTTIME VISIBILITY
8. **MODIFIED PAVEMENT** AT CROSSING APPROACHES & CONFLICT ZONES

Phase 2: Medium-Term Actions

OBJECTIVE | **DELIVER ESTERO'S DEFINING OPEN SPACE SYSTEM**

The open space network becomes fully realized during this phase, with major investments in trails, parks, and civic spaces.

MEDIUM-TERM ACTIONS

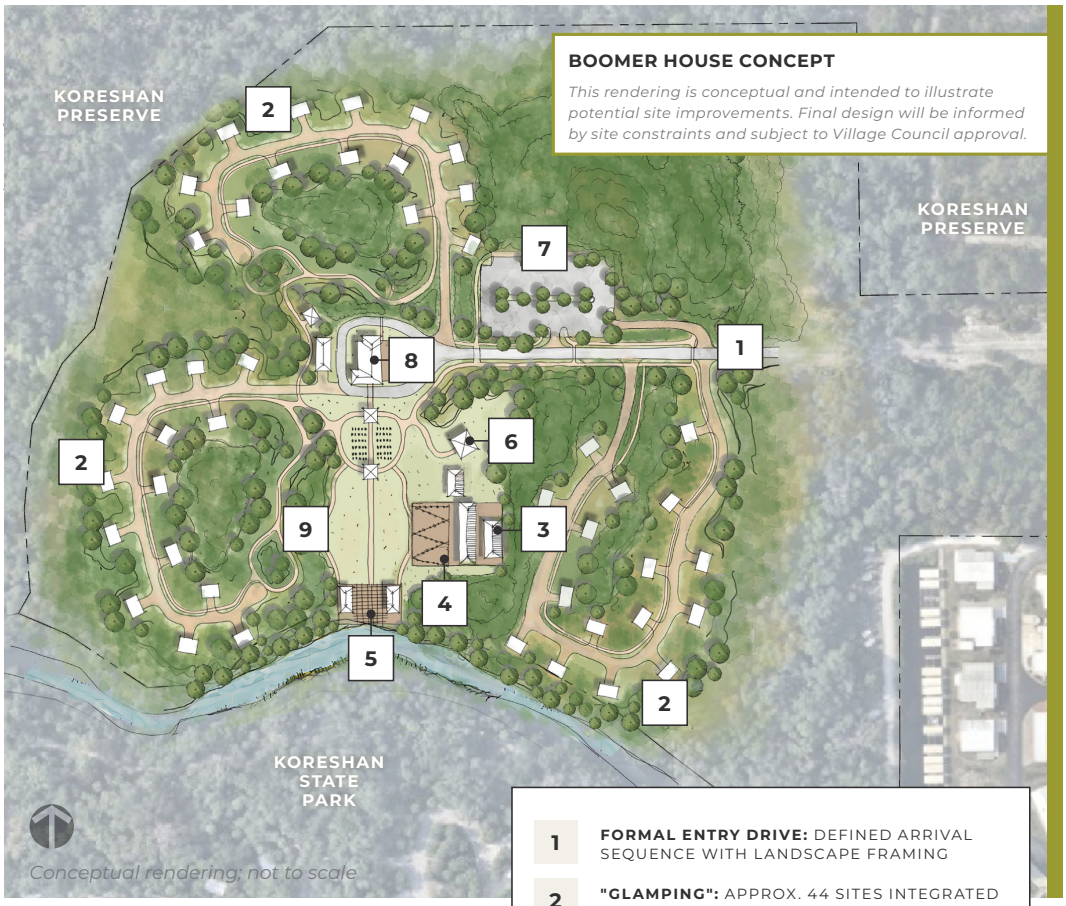
- Construct a continuous BERT corridor through the study area
  - Fully implement trail identity and design standards
  - Deliver high-quality trailheads ($^1/_2$-1 mile spacing) and connections to adjacent neighborhoods.
- **Estero Open Space Design Manual (Implementation Phase)**
  - Build a connected system (not isolated parks)
  - Expand shade canopy corridors, civic greens, neighborhood parks
- **Estero River Park (Phase 1 & 2 Implementation)**
  - Nature-based play areas
  - Boardwalks, overlooks, and river access points
  - Outdoor classrooms and education spaces
  - Eco-tourism programming
  - Amphitheater or event lawn
- **Boomer House (Phase 1 Implementation)**

BOOMER HOUSE

The 26-acre Boomer House is a historically-significant home along the Estero River, nestled between Koreshan Preserve and Koreshan State Park. Built in the early 1900s when the area was still largely rural, the site reflects the architecture and practical craftsmanship of early Estero residents. The property is in good condition and largely unchanged, offering a rare opportunity for a local partnership with the State of Florida and adaptive reuse.



BOOMER HOUSE



REIMAGINING THE BOOMER HOUSE AS A PUBLIC SPACE & EVENT VENUE

With careful design, the site could be repositioned as a low-impact destination that balances preservation with revenue-generating uses. Potential programs could include a rent-able venue for small events (riverfront weddings, company retreats, etc.) complemented by thoughtfully-integrated accommodations (like glamping).



1



3



2



4

BOOMER HOUSE "GLAMPING"
CHARACTER IMAGERY

1. EVENT & MULTI-PURPOSE CENTER

2. RIVERFRONT CEREMONY SPACE

3. "GLAMPING" CAMPSITE WITH AMENITIES

4. EVENT PLAZA WITH FIRE PITS & CANOPY TENTS

Phase 3: Long-Term Actions

OBJECTIVE | **SUSTAIN & ENHANCE A REGIONALLY-SIGNIFICANT OPEN SPACE NETWORK**

The open space system matures into a defining regional asset that supports both daily life and destination experiences.

LONG-TERM ACTIONS

- Invest in completion of regional trail and greenway connections
- Continued investment in maintenance and upgrades
- Evolution of design standards over time
- **Estero River Park (Mature Destination)**
  - Expanded programming and amenities
  - Regional attraction with strong identity
  - Integrated with broader trail and park system



Key Takeaways for Parks, Trails, & Open Space

Define identity early: Establish clear design standards and advance signature projects (Estero River Park, Boomer Property) to create a recognizable and cohesive open space system that reinforces the connection to local ecology from the outset.

Lead with design to ensure long-term quality: Early adoption of design standards ensures consistency in shade, materials, planting, and overall user experience.

Build over time from pilots to a complete system: Early improvements (shade, seating, wayfinding) evolve into a fully connected and mature open space network.

Connect what exists before adding new assets: Prioritize connections to existing parks, trails, the Estero River, and destinations, rather than developing isolated open spaces. A connected system encourages people to "park once," stay longer, and engage more deeply with the community. **BERT plays a critical role in making these connections.**

2 | VISION

Economic Opportunities & Community

Not all areas in Estero are suited for change or redevelopment. Environmental systems, infrastructure capacity, and community priorities point toward a focused approach for sustainable growth.

THE APPROACH

By focusing on strategic locations, investment can support economic opportunity, strengthen local businesses, and create places that reflect the character and needs of the community. This approach helps ensure growth is both viable for the private sector and meaningful for the community.

THE OPPORTUNITY

The **Village Center** location has already been identified as an upcoming growth area in Estero that is a primary opportunity to:

- Create a recognizable heart for Estero
- Provide civic and gathering spaces
- Support small-scale, locally serving commercial uses including food and beverage/restaurants
- Integrate senior and mixed-use residential to expand housing diversity in Estero
- Connect directly to trails and open space
- Align with infrastructure and market feasibility
- Respond to priorities repeatedly emphasized by residents during engagement

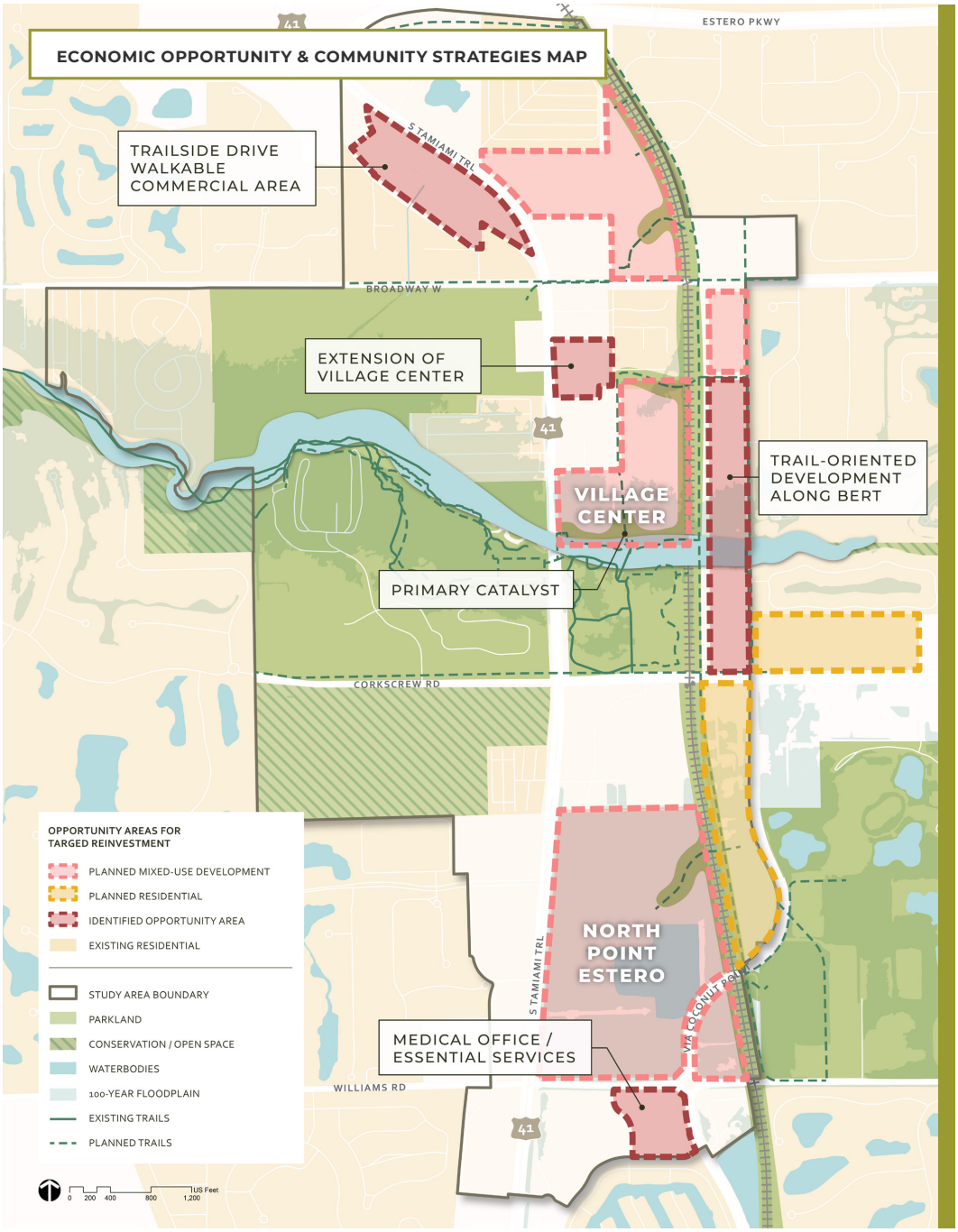
THIS STRATEGY DOES NOT PROPOSE:

- ✕ Broad residential expansion
- ✕ Intense development in environmentally-sensitive lands
- ✕ Corridor-wide strip development along US -41
- ✕ Development that is disconnected from infrastructure capacity

Other opportunity areas are identified where:

- Environmental impact is limited
- Transportation improvements are feasible
- Infrastructure capacity exists (like sewer and water)
- Development will support daily needs
- Connections to BERT or open space can be strengthened
- Local businesses have the potential to cluster, strengthen foot traffic and strengthen overall destination appeal

Opportunity areas (shown in red on the facing page) represent parcels identified for potential reinvestment through this study.


ECONOMIC OPPORTUNITY & COMMUNITY STRATEGIES MAP
TRAILSIDE DRIVE WALKABLE COMMERCIAL AREA
EXTENSION OF VILLAGE CENTER
TRAIL-ORIENTED DEVELOPMENT ALONG BERT
PRIMARY CATALYST
MEDICAL OFFICE / ESSENTIAL SERVICES
VILLAGE CENTER
NORTH POINT ESTERO
ESTERO PKWY
BROADWAY W
CORKSCREW RD
WILLIAMS RD
S TAMIAMI TRL
VIA COCONUT POINT
41
OPPORTUNITY AREAS FOR TARGED REINVESTMENT
PLANNED MIXED-USE DEVELOPMENT
PLANNED RESIDENTIAL
IDENTIFIED OPPORTUNITY AREA
EXISTING RESIDENTIAL
STUDY AREA BOUNDARY
PARKLAND
CONSERVATION / OPEN SPACE
WATERBODIES
100-YEAR FLOODPLAIN
EXISTING TRAILS
PLANNED TRAILS
0 200 400 800 1,200 US Feet

VILLAGE CENTER RENDERING

This rendering is conceptual and intended to illustrate potential site improvements. Final design will be informed by site constraints and subject to Village Council approval.

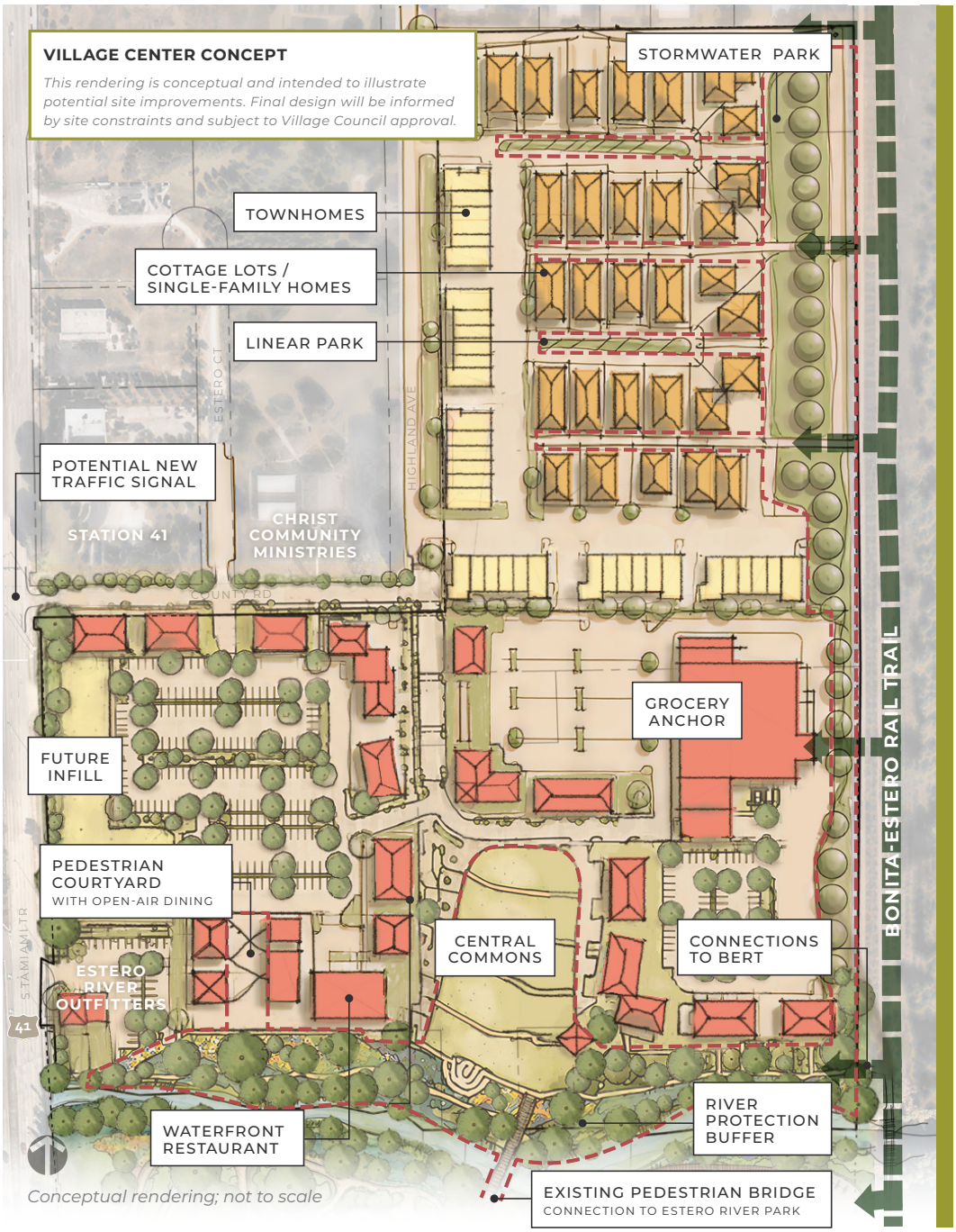


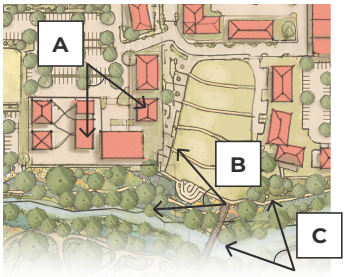
THE VILLAGE CENTER

The Village Center is designed to function as a daily destination and community gathering place that attracts residents, businesses, and visitors because it offers a distinct experience rooted in Estero's natural character.

The concept for the district centers around the **Central Commons,** a terraced lawn that frames the Estero River as a defining backdrop. Creating strong physical and visual connections to the water, the Commons will anchor a mix of local-serving retail and dining organized around a shared civic space.

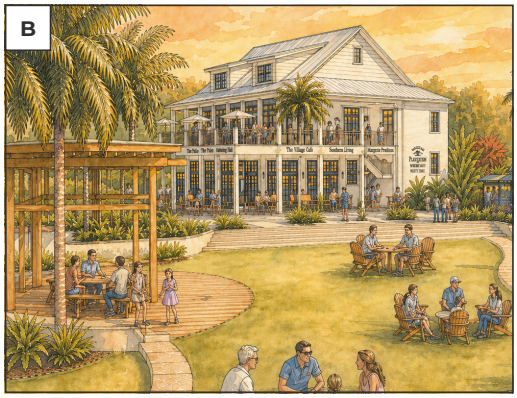
1. **HIGHLAND AVE EXTENSION:** SERVES AS THE VILLAGE CENTER "MAIN STREET"
2. **PARK-FACING RETAIL INTEGRATION:** CREATES ACTIVE EDGES THAT SPILL INTO CENTRAL COMMONS
3. **GROCERY ANCHOR:** PROVIDES A DAILY-USE DESTINATION THAT SUSTAINS DISTRICT ACTIVITY
4. **PEDESTRIAN-FOCUSED STREETSCAPE:** WIDE PROMENADES SUPPORT WALKABILITY
5. **CENTRAL COMMONS:** TERRACED LAWN FOR LARGE EVENTS & EVERYDAY USE
6. **CONNECTION TO ESTERO RIVER PARK:** PEDESTRIAN BRIDGE TO NATURE-BASED PARK
7. **WATERFRONT RESTAURANT:** DESTINATION DINING ORIENTED TO RIVER VIEWS
8. **ESTERO RIVER OVERLOOK:** SCENIC NODE THAT BRINGS PEOPLE DOWN TO THE RIVER
9. **RIVER PROTECTION BUFFER:** NATIVE RIPARIAN ZONE WITH MOWED TRAILS THAT SUPPORTS HABITAT & RESILIENCE


VILLAGE CENTER CONCEPT
This rendering is conceptual and intended to illustrate potential site improvements. Final design will be informed by site constraints and subject to Village Council approval.
STORMWATER PARK
TOWNHOMES
COTTAGE LOTS / SINGLE-FAMILY HOMES
LINEAR PARK
POTENTIAL NEW TRAFFIC SIGNAL
STATION 41
CHRIST COMMUNITY MINISTRIES
ESTERO CT
HIGHLAND AVE
COUNTY RD
GROCERY ANCHOR
FUTURE INFILL
PEDESTRIAN COURTYARD
WITH OPEN-AIR DINING
CENTRAL COMMONS
CONNECTIONS TO BERT
ESTERO RIVER OUTFITTERS
S TAMIAMI TR
41
BONITA-ESTERO RAIL TRAIL
WATERFRONT RESTAURANT
RIVER PROTECTION BUFFER
EXISTING PEDESTRIAN BRIDGE
CONNECTION TO ESTERO RIVER PARK
Conceptual rendering; not to scale



VILLAGE CENTER DEVELOPMENT PROGRAM	
Commercial *Retail / food and beverage / grocery / medical office*	80,000-100,000 sf
Residential *Single-family / cottage*	32 units
Residential *Townhome*	36 units







The renderings on this page are conceptual and intended to illustrate potential site improvements. Final design will be informed by site constraints and subject to Village Council approval.



Destination Dining

The Village Center responds to a clear community desire for greater variety and higher-quality dining by creating the right setting and public realm to support it. Opportunities to front the Estero River, the Central Commons, and the open-air courtyard (see rendering above) will attract a mix of destination restaurants and local vendors that will benefit from being close to the action.



Phase 1: Short-Term Actions

OBJECTIVE | **ESTABLISH A LOCAL-SERVING, WALKABLE ECONOMIC FOUNDATION**

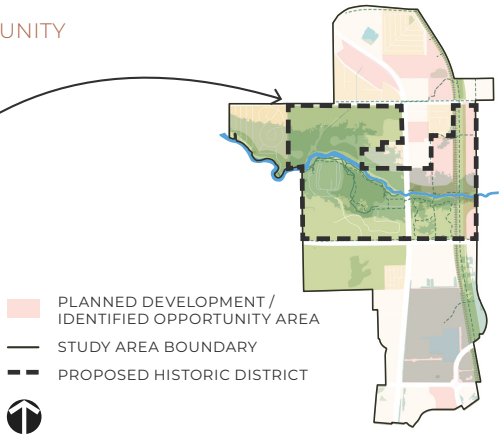
The short-term phase establishes the foundation for a local-serving economy centered around a defined Village Center. Early actions include adopting a master plan and zoning framework, recruiting key local businesses, and activating the area through temporary programming. Housing strategies begin to address demographic needs by enabling a broader range of housing options in walkable, connected locations.

SHORT-TERM ACTIONS

- Evaluate a Historic District Overlay
  - Include the Village Center, Estero River Park and Boomer House Property
- **Village Center Master Plan**
  - Adopt Village Center master plan, economic strategy, and zoning
  - Consider adopting form-based code to establish a consistent architectural and landscape language
  - Recruit local businesses and food & beverage anchors
  - Program temporary events (markets, festivals)
  - Incentivize small-scale, locally serving redevelopment
  - Coordinate with FDOT on traffic signal improvements
- Housing & Community
  - Identify priority redevelopment and infill sites
  - Update zoning to support senior housing and missing middle housing
  - Incentivize walkable, mixed-use housing near Village Center
- Consider creating a Main Street District Overlay for Trailside Drive

HISTORIC DISTRICT OVERLAY

Rather than applying design standards to a single site (like Village Center), Estero has the opportunity to establish a broader overlay district that unifies key properties into a recognizable district of Estero. **The proposed overlay would encompass the Village Center, Estero River Park, Boomer Property, and adjacent riverfront parcels.** These properties are part of a continuous landscape system that can, when planned together, function as a cohesive place rather than a collection of individual projects.



The proposed overlay will:

- Guide a consistent design and development framework across the Eco-Historic area
- Reinforce Estero's identity as a river-based, historically rooted community
- Ensure that development is compatible with environmental systems, character and community scale
- Create a recognizable destination district that supports tourism, local economy, and community life

Historic District Design Standards

A key component of the overlay is the adoption of Florida vernacular architectural and landscape principles, ensuring that new development reflects the region's climate, history, and character.

DESIGN STANDARDS SHOULD ADDRESS:

- Architectural design
  - Elevated structures that are responsive to flood conditions
  - Deep overhangs, porches, and verandas for shaded outdoor living
  - Climate-responsive materials
  - Building articulation and massing
  - Open, breezy building forms that support natural ventilation
- Site and landscape design
  - Native vegetation and shade integration
  - Buildings oriented to streets, trails, and Estero River
  - Parking at the side or rear
- Public realm character
  - Materials palette
  - Lighting and furnishings
  - Indoor-outdoor relationships
- Integration with environmental systems and River Protection Overlay

Phase 2: Medium-Term Actions

OBJECTIVE | **DEVELOP A VIBRANT, LOCAL-SERVING ECONOMIC CORE**

With infrastructure and public realm systems in place, the medium term delivers a functioning town center and growing local economy.

MEDIUM-TERM ACTIONS

- **Village Center Implementation**
  - Evaluate opportunities for civic plaza and gathering spaces
  - Ensure walkable streets and mixed-use development
  - Integrate trails and open space connections
  - Integrate public realm design standards
- Economic Development & Tourism
  - Support local business, mixed-use development, and small-scale retail (medical office, grocers, and restaurants are identified gaps, see Wellness District on facing page)
  - Expand eco-tourism and heritage tourism
  - Strengthen connections between destinations (parks, trails, river)
- Housing & Community
  - Pursue senior housing opportunities
  - Pursue workforce housing opportunities
  - Continue to support walkable, mixed-use neighborhoods



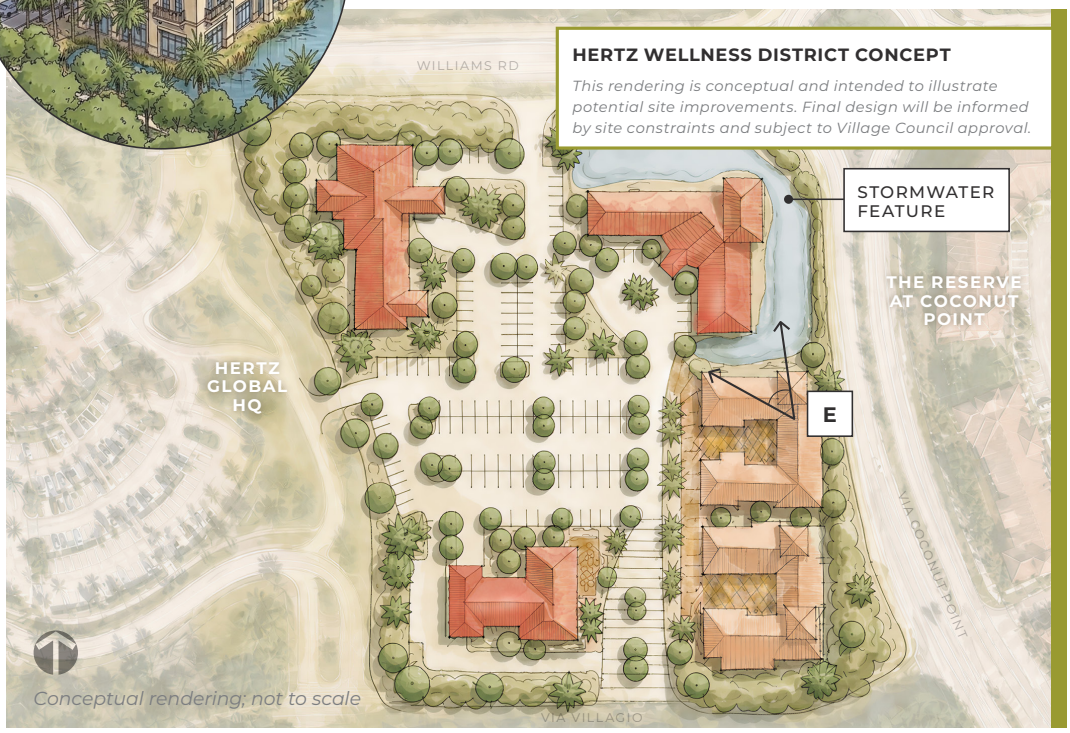


TARGETED ECONOMIC DEVELOPMENT TO ADDRESS GAPS

Adjacent to a major employer and with strong access and visibility from Williams Road and Via Coconut Point, the land next to the Hertz HQ is well positioned for redevelopment that introduces complementary uses such as medical office, residential, and small-scale retail. This type of targeted infill can help address service gaps, including access to healthcare, neighborhood-serving grocers, and dining options, while supporting the daily needs of both employees and nearby residents.



HERTZ WELLNESS DISTRICT DEVELOPMENT PROGRAM	
Commercial *Medical office / retail*	50,000-70,000 sf
Residential *Townhome / apartment*	26-52 units



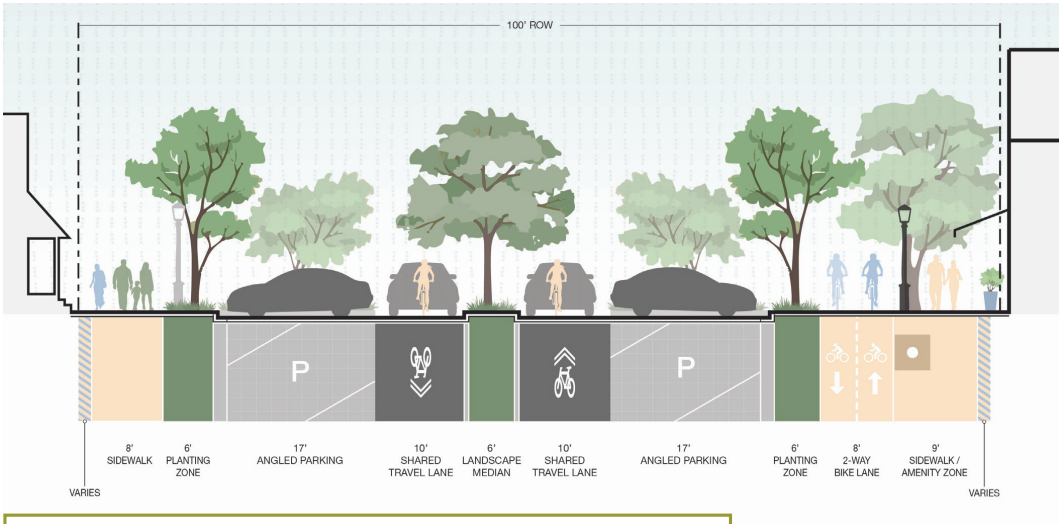
Phase 3: Long-Term Actions

OBJECTIVE | **CREATE A LASTING & AUTHENTIC ECONOMIC / CIVIC IDENTITY**

The long-term phase establishes Estero's identity through place-based economic development and a true town center.

LONG-TERM ACTIONS

- **Trailside Drive "Main Street" District** (see facing page for more details)
  - Traffic calming and other corridor improvements along Trailside Drive
  - Construct civic spaces and plazas
  - Recruit local food & beverage anchors
  - Connect to Village Center, BERT, Estero River Park
- Village Center and Trailside Drive function as dual anchors
- Strong network of local businesses and destinations
- Established reputation as a nature-based and cultural destination



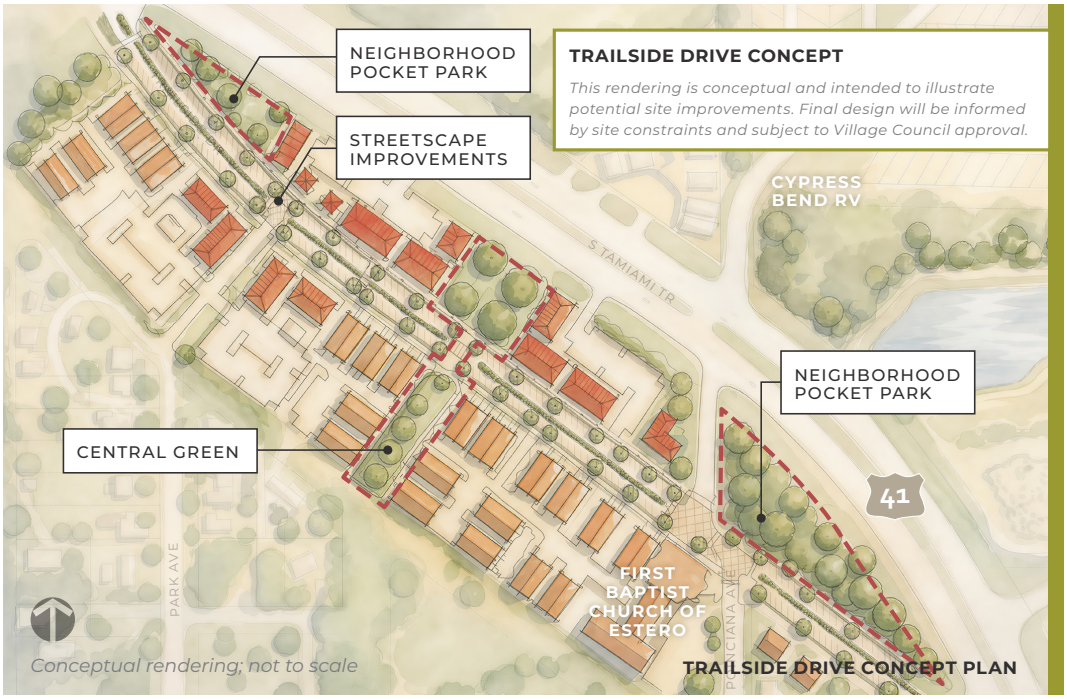
TRAILSIDE DRIVE PROPOSED TYPICAL SECTION

This rendering is conceptual and intended to illustrate potential site improvements. Final design will be informed by site constraints and subject to Village Council approval.

TRAILSIDE DRIVE MAIN STREET DISTRICT

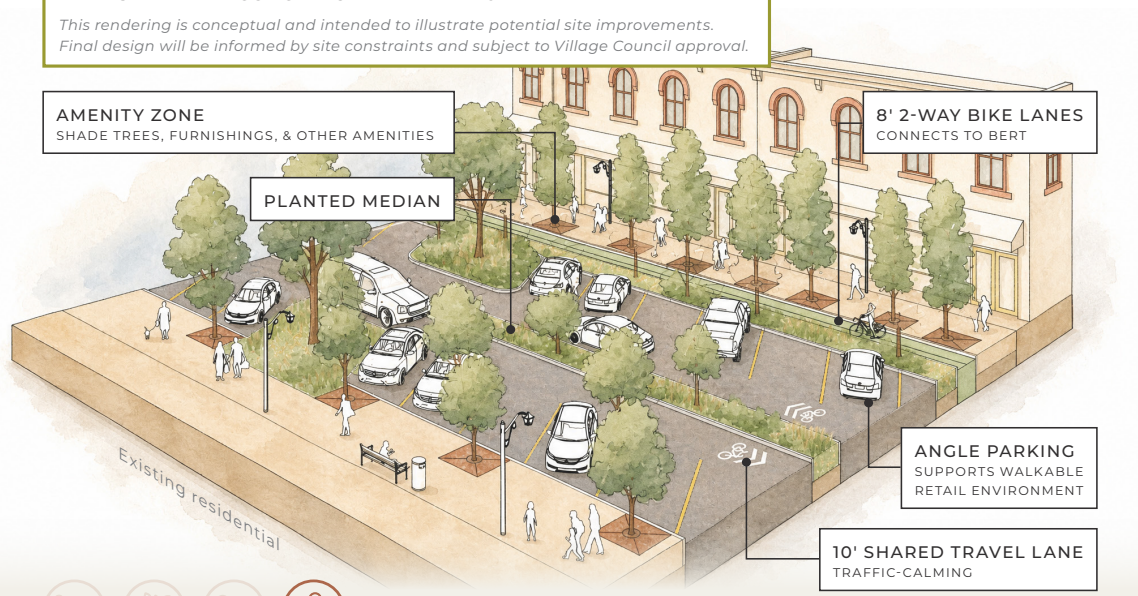
A long-term vision is the creation of a new "Main Street" district along Trailside Drive at the north end of the study area. Envisioned as a walkable, mixed-use corridor, it brings together local businesses, daily activity, and community life. Street improvements will support a comfortable pedestrian environment, while active ground-floor uses and upper-story housing and office space sustain activity throughout the day.

TRAILSIDE DRIVE DEVELOPMENT PROGRAM	
Commercial *Medical / office / retail / food & beverage*	40,000-50,000 sf
Residential *Townhome / duplex / single-family*	22-44 units



TRAILSIDE DRIVE CONCEPTUAL RENDERING

This rendering is conceptual and intended to illustrate potential site improvements. Final design will be informed by site constraints and subject to Village Council approval.



Key Takeaways for Economic Opportunities & Community

Invest in a walkable, local-serving economic core: The Village Center should support daily needs, local businesses, and community life, reducing reliance on regional commercial corridors.

Activate Village Center early to build identity and momentum: Temporary programming, events, and small-scale development will establish the Village Center as a gathering place before full build-out.

Use design and form to shape outcomes: Master planning and design standards ensure that development contributes to a cohesive, high-quality environment, rather than fragmented growth.

Support a diverse, intergenerational community: Expanding senior and missing middle housing will allow residents to age in place and support Estero's workforce needs.

Walk, don't run: Phased development ensures that economic growth aligns with infrastructure capacity, market demand, and long-term community goals.

Create a lasting sense of place: Combining walkability, local businesses, intentional design elements, and connections to natural systems will develop a distinct and authentic identity for Estero that cannot be replicated anywhere else.

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2 | VISION

Action Plan

Summary of Strategic Actions

CONNECTIVITY & TRANSPORTATION		ENVIRONMENTAL SYSTEMS		
US-41 Landscape & Streetscape Master Plan	Pg. 35	**Estero River Protection Overlay**	Pg. 42	0- 5 YEARS
Implement priority crossings on US-41 and key intersections		Identify and secure 2–3 river access sites		
Coordinate with FDOT on context reclassification of the US-41 corridor		Wetland / floodplain land acquisition for Mitigation Project		
Coordinate with FDOT on grade-separated crossings	Pg. 36	**Green Infrastructure Handbook**	Pg. 43	
		Green Infrastructure Incentive Program		
Expand the bike and pedestrian network to residential areas	Pg. 38	Identify priority restoration sites	Pg. 44	5- 10 YEARS
Identify and implement trail-to-destination connections		**Green Infrastructure Incentive Program expansion**		
Integrate transit/shuttle connections		Construct river access points		
Construct enhanced or grade-separated crossings		**Nature-based Flood Mitigation Project implementation**		
		Launch eco-tourism initiatives and educational programming		
Achieve seamless crossings across US-41	Pg. 39	Update resilience strategies based on sea level rise and storm impacts	Pg. 45	10- 20 YEARS
Integrate regional mobility systems		Expand conservation lands and open space where feasible		
Full US-41 corridor transformation		Fully implement flood, river and wetland protection systems		
		Consider green infrastructure requirements		

PARKS, TRAILS, & OPEN SPACE		ECONOMIC OPPORTUNITIES & COMMUNITY		
Estero Open Space Design Manual	Pg. 48	**Village Center Master Plan**	Pg. 62	0- 5 YEARS
Pilot project: shade, seating, and wayfinding		Consider a Main Street District Overlay for Trailside Drive	Pg. 66	
Estero River Park Master Plan	Pg. 49	Identify priority redevelopment sites		
BERT & Trail Design Guidelines	Pg. 53	Housing policy updates to support housing diversity		
Construct priority BERT segments		Consider a Historic District Overlay	Pg. 67	
Boomer House Master Plan				
BERT implementation through the study area	Pg. 56	**Village Center implementation**	Pg. 68	5- 10 YEARS
Build a connected system, expand shade canopy corridors, civic greens		Support local business, mixed-use development, and small-scale retail		
Estero River Park (future phases of implementation)		Expand tourism and destination connectivity		
Boomer House implementation	Pg. 57	Continue to support walkable, mixed-use neighborhoods		
Complete regional trail and greenway connections	Pg. 59	Trailside Drive "Main Street" District implementation	Pg. 70	10- 20 YEARS
Continued investment in maintenance and upgrades		Strong network of local businesses and destinations		
Estero River Park expansion as a distinct regional destination		Established reputation as a nature-based and cultural destination		

Next Steps

The *Eco-Historic Planning Study* establishes a clear vision for a connected, resilient, and place-based community. The Action Plan outlined in this report translates that vision into a structured, phased approach to guide how projects, policies, and investments can be prioritized and delivered over the next 20+ years. Implementation is organized around four interconnected systems:

- Connectivity & Transportation
- Environmental Systems
- Parks, Trails, & Open Space
- Economic Development & Community

These systems are designed to work together. Transportation improvements support economic development. Environmental systems help guide where growth occurs. Open space enhances both quality of life and economic activity.

This integrated approach ensures that individual actions contribute to a larger, coordinated outcome.



Public & Private Sector Roles

Successful implementation will require coordination across multiple stakeholders, including the Village of Estero, Lee County and FDOT, private developers and property owners, and community organizations.

The Village plays a central role in:

- Establishing policies and standards
- Investing in infrastructure and public spaces
- Facilitating partnerships and development

Private investment will be essential to deliver mixed-use development, housing, and destination uses, guided by the framework established in this plan.

Adapting to New Opportunities

The implementation framework is intended to remain flexible as conditions change and new opportunities emerge. The Village should:

- Monitor Estero's progress toward key resilience goals
- Periodically revisit priorities
- Update the action plan to reflect new opportunities or challenges

This ongoing evaluation ensures that the plan remains relevant and effective over time.

Foundational Steps

PREPARING FOR IMPLEMENTATION

To successfully bring the plan to life, the Village must first lay the foundation to ensure that the plan is able to progress. These efforts will help guide long-term implementation and deliver visible results.

1 **ADOPT THE PLAN FORMALLY**	The plan establishes a framework for Council to evaluate and prioritize implementation as funding opportunities arise. Adoption signals Estero's commitment to the vision in this plan, strengthens grant applications, and ensures long-term alignment between public and private efforts. *Please note: Adoption does not prevent future updates; it simply provides a living framework that can evolve as needs and opportunities arise.*
2 **IDENTIFY FUNDING FOR LEVERAGE & MATCH**	The Village could evaluate federal, state, philanthropic, and private funding programs, with a focus on identifying grant cycles and eligibility aligned with identified Catalyst Projects. This effort can support preparation of match-ready proposals and help prioritize early-phase projects based on funding readiness.
3 **PURSUE TARGETED FUNDING OPPORTUNITIES**	The Village should pursue grant funding aligned with early-phase projects, particularly those focused on resilience and mobility infrastructure. Potential sources include FEMA BRIC for flood mitigation and stormwater projects and the Florida Recreation Development Assistance Program (FRDAP) for park and trail improvements.

Funding Sources

With the foundational steps in place, the Village can deploy a range of financial tools, partnerships, and policies to keep momentum going. These funding sources help ensure the plan is financially feasible and sustainable, aligned with Estero's "small but mighty" governmental structure and capacity.

PHASING INTEGRATION

Local Funding & Strategic Planning — 0- 5 YRS

Master plans, setting design standards, and early improvements

State & Federal Funding — 5- 10 YRS

Implement major infrastructure, trails, and key park projects

Private Investment & Long-Term Partnerships — 10- 20 YRS

Complete build-out and sustain operations

LOCAL FUNDING / VILLAGE INVESTMENT

The Village of Estero will play a central role in advancing the early phases of the plan (0–5 years) through strategic planning, policy changes, and targeted coordination. This could include leveraging local funds by providing a match for state and federal grants. These contributions demonstrate the Village's commitment to the vision in this plan and can help attract additional external investment.

CAPITAL IMPROVEMENT PROGRAM (CIP)

- Streetscape improvements (US-41, Trailside Drive)
- Parks and open space
- Mobility and infrastructure upgrades

PARKS & RECREATION FUNDING

- Estero River Park
- Neighborhood parks and civic spaces
- BERT amenities / trailheads

STORMWATER INFRASTRUCTURE FUNDING

- Flood mitigation projects
- Green infrastructure implementation

STATE FUNDING

State programs provide strong alignment with Estero's priorities, particularly for transportation, trails, environmental protection, and recreation.

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

TRANSPORTATION ALTERNATIVES PROGRAM (TAP)

- Pedestrian and bicycle infrastructure
- BERT connectors and crossings

FDOT BEAUTIFICATION & LANDSCAPE PROGRAM

- FDOT right-of-way improvements require Joint Participation Agreement
- Village assumes maintenance

SUN TRAIL PROGRAM

- Regional trail systems
- BERT

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)

RESILIENT FLORIDA PROGRAM

- Flood mitigation and resilience planning
- River corridor and green infrastructure

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

- Park development and recreation amenities
- Estero River Park features, play areas, etc.

OTHER SOURCES

FLORIDA COMMUNITIES TRUST (FCT) A.K.A. FLORIDA FOREVER

- Land acquisition for conservation and parks
- Larger funding potential (multi-million range)

SW FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) COOPERATIVE FUNDING INITIATIVE (CFI)

- Stormwater and water quality projects
- Green infrastructure

FEDERAL FUNDING

Federal programs align strongly with Estero's goals around infrastructure, resilience, and community connectivity.

US DEPARTMENT OF TRANSPORTATION (USDOT)

RAISE GRANTS

- Large-scale infrastructure projects
- US-41 and other major mobility investments

SAFE STREETS AND ROADS FOR ALL (SS4A)

- Safety improvements
- Crossings and corridor redesign

TRANSPORTATION ALTERNATIVES SET-ASIDE

- Trails, sidewalks, and bike facilities

NATIONAL PARK SERVICE (NPS)

LAND AND WATER CONSERVATION FUND (LWCF)

- Park development
- Land acquisition
- Requires 50/50 match

OUTDOOR RECREATION LEGACY PARTNERSHIP (ORLP)

- Large-scale, transformative park projects
- Estero River Park

OTHER SOURCES

ENVIRONMENTAL PROTECTION AGENCY (EPA) FUNDING

- Green infrastructure and environmental justice initiatives
- River corridor and stormwater systems

HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG)

- Public spaces
- Economic development areas

PRIVATE & PHILANTHROPIC

Private investment and philanthropy can play a critical role in advancing amenities, programming, and long-term operations.

FUNDING OPPORTUNITIES INCLUDE:

- Corporate sponsorships
- Naming rights
- Partnerships with local foundations, cultural and environmental organizations
- Community-led fundraising
- Programming partnerships for events, recreation programming, arts, and culture

PUBLIC-PRIVATE PARTNERSHIPS (P3)

Public-private partnerships will be essential for delivering key components of the plan, particularly within the Village Center and destination areas.

FUNDING OPPORTUNITIES INCLUDE:

- Shared parking strategies
- Joint-use public spaces integrated into development
- Developer contributions through incentives, and development agreements
- Concession or lease agreements for event venues and other programming

Cost Estimates

Rough Order-of-Magnitude (ROM) Cost Approach

The cost estimates provided in this plan are developed using typical unit costs, comparable case studies, regional benchmarks, and assumptions about project scope, materials, and complexity. These cost ranges provided can be used to:

- Compare relative scale between projects
- Prioritize investments in capital improvement planning
- Support grant applications and funding strategies
- Guide discussions with partners and stakeholders

These estimates generally include construction, basic site preparation, utilities, and allowances for design, permitting, and contingencies, but **do not account for land acquisition, detailed engineering, site-specific constraints, or long-term inflation, unless noted.** As projects advance, more refined cost estimates should be developed through schematic design and engineering studies.

PHASING INTEGRATION

Lower Cost, but High Impact 0- 5 YRS

Planning, design, pilot projects, and catalyst projects with high visibility

Major Capital Investment 5- 10 YRS

Construction of the core infrastructure and destination projects

Completion & Expansion 10- 20 YRS

Ongoing but more targeted, long-term investments and system upgrades

2 | VISION COST ESTIMATES

$ = $150-250K
$$ = $500K-1M
$$$ = $1M-5M
$$$$ = $5M+

CONNECTIVITY & TRANSPORTATION

STRATEGIC ACTION / PROJECT	PLANNING / DESIGN PHASE	IMPLEMENTATION PHASE	
US-41 Landscape & Streetscape Plan	$	N/A	0 - 5 YEARS
US-41 Grade-Separated Crossing Feasibility Study	$	N/A	
US-41 Context Reclassification	$	N/A	
US-41 Intersection Safety Improvements *Priority locations*	$	$ - $$$	
Sidewalk Gap / ADA-Accessibility *Priority locations*	$	$$	
Multi-Modal Pilot Projects *Test bike lanes and shared-use paths*	$	$ - $$	
"Safe Routes to Parks & Trails" Program	$	$	
Additional Bike / Ped Connections *To residential areas and destinations*	$	$$	5- 10 YEARS
Transit / Shuttle Service Program	$	$$	
US-41 Grade-Separated Crossing	$ - $$	$$$	
US-41 Streetscape Improvements *Priority segments*	$ - $$	$$$	
US-41 Intersection Safety Improvements *Additional locations*	$	$$$	

Please note: The table continues on the following page.

2 | VISION COST ESTIMATES

$ = $150-250K
$$ = $500K-1M
$$$ = $1M-5M
$$$$ = $5M+

CONNECTIVITY & TRANSPORTATION (CONT.)

STRATEGIC ACTION / PROJECT	PLANNING / DESIGN PHASE	IMPLEMENTATION PHASE	
Regional Coordination *Trail and transit agencies*	$	N/A	10- 20 YEARS
Regional Trail Connections *Complete connections*	$	$$	
US-41 Streetscape Improvements *Final segments*	$ - $$	$$$	

ENVIRONMENTAL SYSTEMS

STRATEGIC ACTION / PROJECT	PLANNING / DESIGN PHASE	IMPLEMENTATION PHASE	
Estero River Protection Overlay	$	n/a	0- 5 YEARS
Green Infrastructure Handbook	$	n/a	
Green Infrastructure Incentive Program	$	$ - $$	
River Access Improvements *Acquire 2-3 priority locations*	$	$$ - $$$	
Wetland / Floodplain Acquisition Program	$	$	
River Corridor Improvement Plan	$	N/A	5- 10 YRS
Stream Restoration / Flood Mitigation *Identify priority locations*	$	N/A	

Please note: The table continues on the following page.

2 | VISION COST ESTIMATES

$ = $150-250K
$$ = $500K-1M
$$$ = $1M-5M
$$$$ = $5M+

ENVIRONMENTAL SYSTEMS (CONT.)

STRATEGIC ACTION / PROJECT	PLANNING / DESIGN PHASE	IMPLEMENTATION PHASE	
Green Infrastructure Incentive Program *Program evaluation and expansion*	$	$ - $$	5 - 10 YEARS
River Access Improvements *Construction*	$ - $$	$$ - $$$	
Nature-based Flood Mitigation Project *Implementation*	$$	$$$	
Eco-Tourism Initiatives & Educational Programming	$	$$	
Green Infrastructure Handbook Integration *For all Village of Estero projects*	$	$$	
Resilience Strategy Recalibration *Update based on climate projections*	$ - $$	N/A	10 - 20 YEARS
Conservation Lands & Open Space *Expand system*	$ - $$	$ - $$$	
Flood, River, & Wetland Protection *Complete*	$$	$$$	

2 | VISION COST ESTIMATES

$ = $150-250K
$$ = $500K-1M
$$$ = $1M-5M
$$$$ = $5M+

PARKS, TRAILS, & OPEN SPACE

STRATEGIC ACTION / PROJECT	PLANNING / DESIGN PHASE	IMPLEMENTATION PHASE	
BERT & Trail Design Guidelines	$	N/A	0 - 5 YEARS
Estero Open Space Design Manual	$	N/A	
Estero River Park Vision & Design Framework	$	N/A	
Boomer House Vision & Design Framework	$	N/A	
BERT Construction *Priority segments*	$ - $$	$$$	
Public Space Amenity Pilot Projects *Test new shade, seating, and wayfinding*	$	$	
BERT Construction *Complete segments*	$$	$$$	5 - 10 YEARS
Public Space Amenities *Expand neighborhood parks, tree canopy, and civic greens*	$	$ - $$	
Estero River Park *Phase 1-2 implementation*	$$	$$$ - $$$$	
Boomer House *Phase 1 implementation*	$$	$$$ - $$$$	
Additional Trail Connections *To residential areas and destinations*	$	$$ - $$$	

Please note: The table continues on the following page.

2 | VISION COST ESTIMATES

$ = $150-250K
$$ = $500K-1M
$$$ = $1M-5M
$$$$ = $5M+

PARKS, TRAILS, & OPEN SPACE (CONT.)

STRATEGIC ACTION / PROJECT	PLANNING / DESIGN PHASE	IMPLEMENTATION PHASE	
Regional Trail and Greenway Connections *Complete system*	$ - $$	$$$	10- 20 YEARS
Park Maintenance Evaluation & Upgrades *Continued investment*	$	$ - $$$	
Estero River Park *Expansion*	$$	$$$ - $$$$	
Boomer House *Complete*	$$	$$$ - $$$$	

ECONOMIC OPPORTUNITIES & COMMUNITY

STRATEGIC ACTION / PROJECT	PLANNING / DESIGN PHASE	IMPLEMENTATION PHASE	
Village Center Master Plan & Adoption	$	N/A	0- 5 YEARS
Village Center Design Standards	$	N/A	
Village Center Traffic Signal Determination	$	N/A	
Trailside Drive Main Street District *Establish overlay*	$	N/A	
Village Center / Koreshan Historic District *Establish overlay*	$	N/A	

Please note: The table continues on the following page.

2 | VISION COST ESTIMATES

$ = $150-250K
$$ = $500K-1M
$$$ = $1M-5M
$$$$ = $5M+

ECONOMIC OPPORTUNITIES & COMMUNITY (CONT.)

STRATEGIC ACTION / PROJECT	PLANNING / DESIGN PHASE	IMPLEMENTATION PHASE	
Housing Policy Update	$	N/A	0- 5 YRS
Senior & Workforce Housing *Identify 2-3 priority locations*	$ - $$	N/A	
Village Center *Phase 1 implementation*	$$	$$$ - $$$$	5- 10 YEARS
Heritage & Eco-Tourism *Identify priority opportunities*	$	N/A	
Senior & Workforce Housing *Implementation (private development)*	N/A	N/A	
Trailside Drive "Main Street" Pilot Project *Streetscape improvements*	$ - $$	$$$ - $$$$	
Small-Scale Retail & Local Economy *Support and incentivize private investment*	$	$	
Trailside Drive "Main Street" District *Final phases*	$ - $$	$$$ - $$$$	10- 20 YEARS
Village Center *Final phases*	$ - $$	$$$ - $$$$	
Market Study *Update based on new projections*	$	N/A	
Heritage & Eco-Tourism *Expand program*	$	N/A	
Identify Additional Catalyst Sites	$	N/A	

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Village of Estero
Eco-Historic Planning Study

3 ANALYSIS

Community History

Existing Conditions

Planning Implications

3 | ANALYSIS

Community History

Native American Roots

Estero's history began with the Calusa Native Americans, who lived along the Estero River and relied on fishing and trade. Spanish explorers passed through the region in the 1500s, but the area remained largely unsettled for centuries.


1


2


3

1. CALUSA TRIBE DEPICTION

Instead of farming, Calusa Native Americans lived off of the spoils of the sea. The men and boys of the tribe would make nets from palm trees to catch mullet, pinfish, pigfish, and catfish, and would use spears to catch eels and turtles.

2. LIFE ALONG THE ESTERO RIVER

The Estero River shaped early settlement and daily life in Estero, serving as a vital corridor for fishing, trade, and transportation long before roads connected the community.

3. CROSSING THE RIVER

Early bridges over the Estero River marked a shift from boat-based travel to connected neighborhoods.

4. KORESHAN UNITY STORE

Along the river, the Koreshan Unity Store and post office functioned as a hub for commerce and communications in early Estero.

5. ESTERO CREEK SCHOOLHOUSE

Built in 1904 near the Estero River, the Estero Creek Schoolhouse served local families—including Koreshan and non-Koreshan residents—as one of the community's earliest public institutions.



4

“Estero’s story reflects a journey from ancient Calusa lands to a unique Utopian settlement and a thriving modern village.”

In 1894, Estero became home to the Koreshan Unity, a Utopian religious group led by Dr. Cyrus Teed. The Koreshans built a self-sustaining community that strongly influenced early development. Their preserved settlement is now Koreshan State Park.

During the 20th century, Estero evolved from a rural area into a growing community. Increased development and tourism led to its incorporation as a village in 2014, blending the community’s historic roots with modern growth.



5



1894
ARRIVAL OF THE KORESHANS

Visionary Cyrus Teed and the Koreshan Unity established a Utopian community along the Estero River, promoting shared wealth, equality, and cultural pursuits.

1882
FIRST HOMESTEADER

Gustave Damkohler, Estero's first recorded settler, farmed citrus along the Estero River and shipped crops north by boat.

1901–1903
ESTERO CREEK SCHOOL

Mr. and Mrs. F.M. Hendry founded the first local school outside Koreshan influence.

1907
TOWN ABOLISHED

Estero's incorporated status was dissolved.

16th-18th century
THE CALUSA NATIVE AMERICANS

This community thrived in Estero, building a coastal empire from engineering canals to use as trade routes along the Caloosahatchee River.

THE FALL OF THE CALUSA

Spanish explorers brought warfare and disease, devastating the Calusa population. Their legacy endures through Seminole descendants who preserve Calusa heritage.

1904
BUILDING A TOWN

The Koreshans incorporated Estero, opening businesses, schools, and cultural venues, including an art hall for music and theater.

1904–1927
COMMUNITY EDUCATION

A second Estero Creek School opened, later preserved at Estero Community Park.

Spanish for "estuary," Estero takes its name from the river that shaped its early settlement and development.

ESTERO THROUGH TIME

Estero's history reflects a lasting legacy of individuals and groups of people drawn to the river and united by a shared sense of purpose. From its Native American and experimental Koreshan settlements, to the community's agricultural era and eventual incorporation, each chapter reinforces a pattern of self-determination and deep ties to the natural environment. Together, these stories form the foundation of Estero's identity today, as a place shaped by the river and the collective will to build community.



1921–1949
EXPANDING EDUCATION

A new four-room school with indoor plumbing supported 100 students.

2001
EPICENTER OF GROWTH

The Estero Council of Community Leaders (ECCL) is formed to guide development and set design standards still visible today.

2015
FIRST MAYOR

Nick Batos, a leader in the incorporation effort, was elected Estero's inaugural mayor.

TODAY
BUILDING A BETTER TOMORROW

Estero continues to plan for growth while honoring its unique heritage and natural assets.

1961
LEGACY OF THE KORESHANS

The last members of the Koreshan Unity deeded their land to the State of Florida, creating Koreshan State Park.

2013–2014
PATH TO INCORPORATION

Following community meetings, 86% of residents voted to incorporate Estero as a village, approved on December 31, 2014

2022
RESILIENCE AFTER HURRICANE IAN

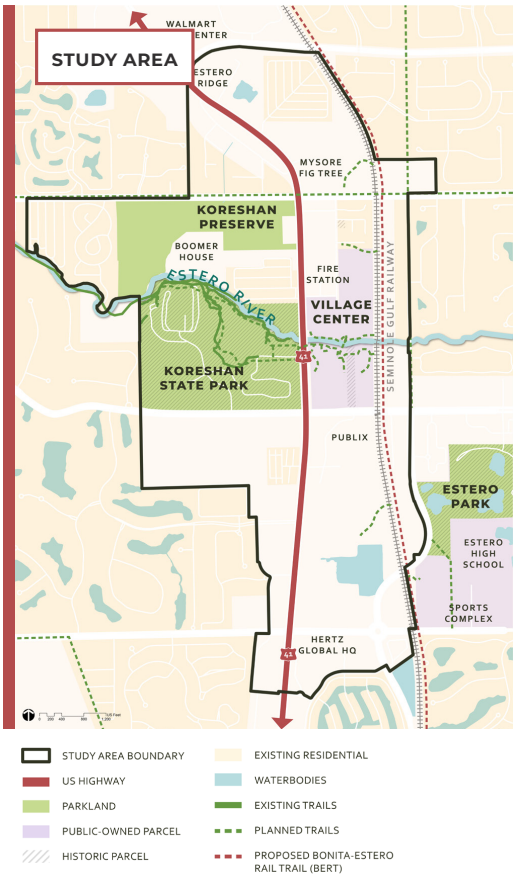
Hurricane Ian caused widespread damage, but residents united to rebuild stronger.

3 | ANALYSIS

Existing Conditions

Study Area Overview

The study area for this plan represents one of the most environmentally, culturally, and historically distinctive parts of the Village, and plays a central role in defining Estero's identity. The study area includes a diverse mix of land uses and ownership patterns. These varied conditions reflect Estero's evolution over time and contribute to both the opportunities and constraints present today.



Key defining elements of the study area include:

- Koreshan State Park & Historic Site
- Village-owned riverfront property
- Nearby Lee County parkland
- Estero River corridor
- Older residential neighborhoods, including mobile home and manufactured housing communities
- Commercial plazas
- Underutilized or redevelopable parcels along major corridors

Transportation infrastructure, US-41 in particular, plays a major role in structuring the study area. While the corridor provides regional access and visibility, it also creates physical and functional barriers between neighborhoods, parks, and riverfront areas. Local streets, trails, and emerging multi-modal facilities provide important connections but are not yet fully integrated into a cohesive network.

These conditions establish the study area as a place where environmental systems, historic and cultural assets, transportation realities, and community character intersect. They influence where reinvestment and economic activity can realistically occur, and reinforce the importance of targeted, context-sensitive planning.









The Estero River is the defining natural feature of the study area, shaping land use patterns, environmental conditions, and historic settlement. The river corridor connects Estero to downstream estuarine and coastal systems, reinforcing the area's broader ecological significance. Extensive wetlands, flood-prone lands, and conservation areas further influence where and how development has occurred.

1. LOCATION OF NEW PEDESTRIAN BRIDGE BY THE VILLAGE CENTER (UNDER CONSTRUCTION)

2. RIVER-BASED RECREATION

Kayak launches at Estero River Outfitters highlight the river's ongoing role as a recreational asset for the community.

3. RIVERSIDE PINE FLATWOODS

Wetlands, floodplain forests, and dense riparian vegetation make up much of the conserved land along the river.

4. NATURAL CONSTRAINTS

Dense vegetation surrounding the river limits access and views of the river.

Regional Context

The Village of Estero is located in southern Lee County within the broader Southwest Florida coastal region, positioned between Fort Myers and Naples/Collier County. Estero's location places it within an active growth corridor along Florida's Gulf Coast, influenced by regional travel patterns, seasonal visitation, and continued in-migration to the region.

REGIONAL TRAVEL PATTERNS

Estero is shaped by its role as both a residential community and a regional destination area. Major north–south facilities, including I-75 and US-41, support regional travel between Lee and Collier counties, and they also carry local daily trips to jobs, schools, shopping, and services. Because these corridors serve multiple functions, Estero experiences the



Estero, Florida, where lush coastal swamps and wetlands support rich ecosystems along the state's scenic Gulf Coast on Florida's west coast.

benefits of accessibility (economic activity and reinvestment potential) as well as the pressures that come with it (congestion, safety concerns, and complex multi-agency implementation). Estero's regional destination role is reinforced by several high-activity centers in and near Estero, including:

- Southwest Florida International Airport
- Coconut Point, a large retail and dining destination
- Miromar Outlets, another regional retail destination located in Estero
- Hertz Arena, a regional entertainment venue in Estero
- Florida Gulf Coast University (FGCU)

Regional destination activity, events, and seasonal visitation will add demand to the same corridors residents rely on every day, including US-41, Corkscrew Road, and connections to I-75.

REGIONAL COORDINATION

Transportation planning and investment in Estero occur within a countywide and regional framework. The Lee County Metropolitan Planning Organization (MPO) is responsible for transportation planning across the Cities of Bonita Springs, Cape Coral, Fort Myers, Sanibel; the Town of Fort Myers Beach; the Village of Estero; and unincorporated Lee County. This governance structure influences how projects are identified, studied, and funded. Many transportation solutions, particularly on regionally-significant corridors, require coordination across agencies and partners rather than relying on Village action alone. Understanding this is important for setting realistic expectations for implementation, phasing, and partnerships.

REGIONAL COASTAL IMPLICATIONS

The Estero Bay is recognized as Florida's first Aquatic Preserve. The Estero River plays an important ecological role in the river-to-bay system and influences upstream conditions like water quality and habitat health.

The region also includes large conservation lands, like the Estero Bay Preserve State Park, which encompasses extensive conservation acreage intended to help protect water, inlets, and islands along the bay. This environmental setting provides significant community value that cannot be replaced, and practical constraints to development, reinforcing the importance of integrated resilience strategies when making land use and infrastructure decisions for the study area.

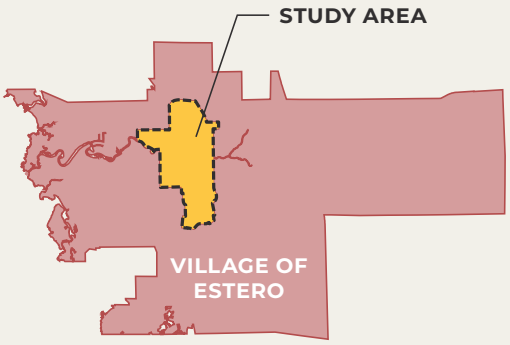
KEY TAKEAWAYS

Future opportunities in the Eco-Historic Planning Area must be evaluated through both a local lens and the realities of regional mobility, coastal environmental systems, and multi-agency decision-making.

Community Demographics

ESTERO'S MEDIAN AGE IS
65.7
YEARS OLD

50%
OF THE POPULATION IS
65+



77%
OF THE POPULATION HAS A WHITE COLLAR JOB

82%
OF THE POPULATION OWNS THEIR HOME

The Village of Estero is characterized by a significantly older population than much of the surrounding region, reflecting its popularity as a retirement destination and relatively small youth population. The median age in Estero is well above the median for Lee County as a whole (which is closer to 49 years), indicating a demographic profile that skews older than the broader county average. Estero's population is predominantly White, with smaller proportions of Hispanic, Asian, and Black residents compared to Lee County.

Estero stands out within the region from an economic perspective.

Households in Estero have a notably higher income than Lee County, and the community's poverty rate is lower than the broader county average. Homeownership rates are high, and property values have appreciated, reflecting both the desirability of the area and its relative economic affluence.

ESTERO'S MEDIAN INCOME IS
$100,459

ESTERO'S AVERAGE HOUSE PRICE IS
$431K

LEE COUNTY'S MEDIAN INCOME IS
$73,099

LEE COUNTY'S AVERAGE HOUSE PRICE IS
$326K

Information provided by US Census

Economic Development & Market Context

Economic conditions within the Eco-Historic Study Area reflect a combination of regional growth pressures and localized constraints shaped by environmental systems, transportation access, and historic context. While Estero continues to experience strong market demand at a regional scale, existing conditions within the study area suggest that **development opportunities are more appropriately focused on targeted, context-sensitive reinvestment rather than broad intensification.**

The market analysis prepared by RCLCO highlights ongoing demand for residential development and neighborhood-serving commercial uses that support daily needs and local activity. These findings are consistent with community input and adopted Village policy, which emphasize development that enhances quality of life, supports local residents, and reinforces community character.

Within the study area, environmental constraints, floodplain conditions, and proximity to the Estero River limit the extent and location of future development. As a result, **economic development opportunities are most likely to occur in areas that already exhibit access, infrastructure availability, and compatibility with surrounding uses.** Existing commercial corridors, redevelopment sites, and underutilized properties represent the primary locations where reinvestment could align with environmental protection and mobility considerations.

SERVING EXISTING & FUTURE POPULATION

Existing demographic trends and market conditions suggest that economic development within the Eco-Historic Study Area should focus on **diversifying both housing options and local activity**, while continuing to support Estero's existing population.

The Village's demographic profile reflects an **aging population,** with a high proportion of older adults and seasonal residents. At the same time, community input and adopted policy direction point to a desire to:

» Support residents who wish to age in place,

» Attract a broader mix of households and age groups, and

» Strengthen everyday, neighborhood-serving amenities that support daily life.

Within this context, targeted economic development opportunities that align with the Eco-Historic Study Area's goals include:

» Housing types that increase diversity, such as smaller-scale units, mixed-use residential, and housing that supports workforce and multigenerational households

» Local-serving commercial uses that meet daily needs and create social gathering places, particularly in walkable locations

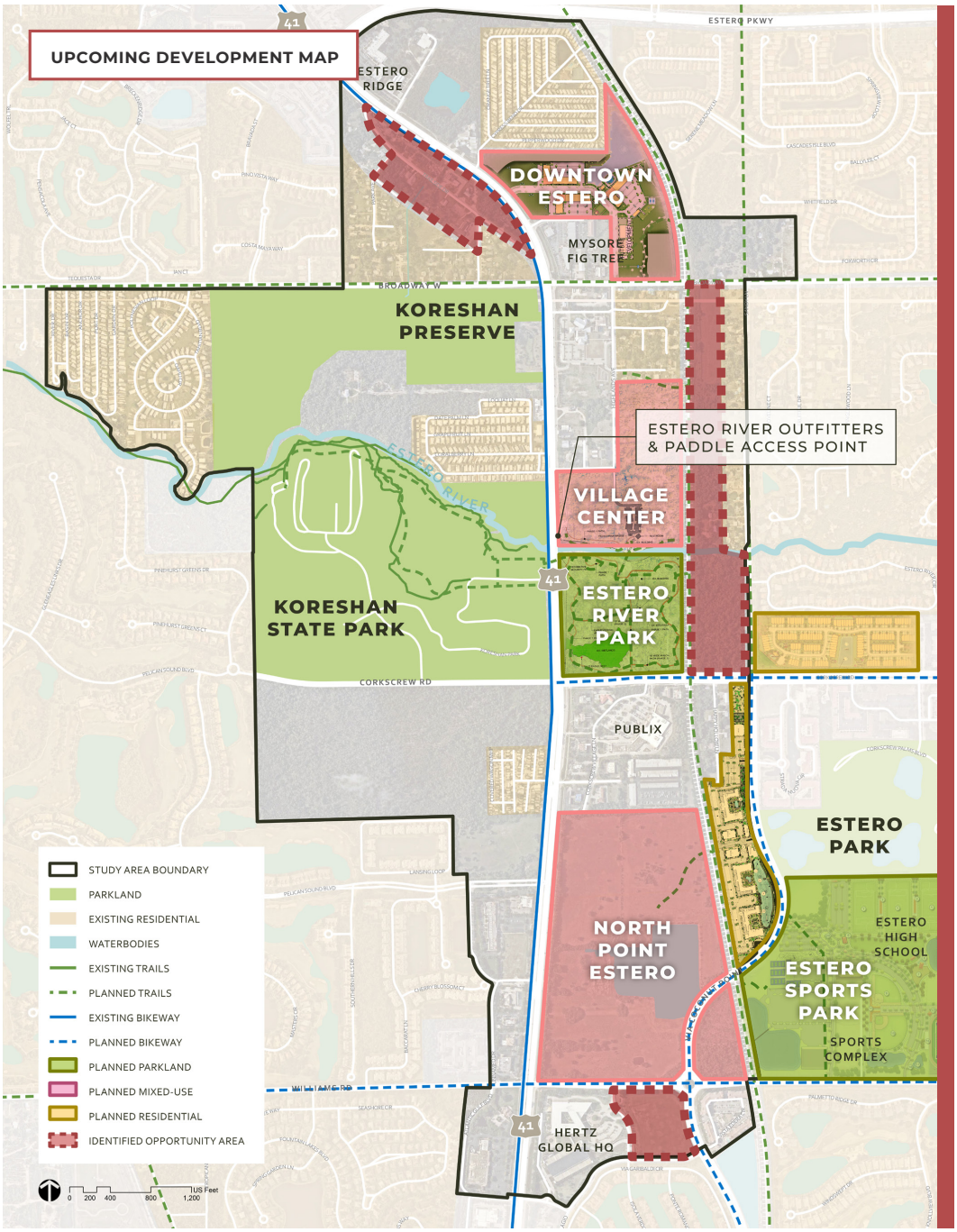
» Development that complements parks, trails, and riverfront assets, supporting active lifestyles and health across age groups

By aligning economic development strategies with demographic realities, the Village can support a more balanced and resilient community; one that continues to serve older residents while also creating opportunities for younger households, families, and workers to live, work, and invest locally.

KEY TAKEAWAYS

Existing conditions point to **a gap between regional growth demand and locally-appropriate development opportunities.** Addressing this gap does not require attracting new large-scale uses, but rather focusing on development types that:

- Serve local residents and nearby neighborhoods
- Complement historic and environmental assets
- Support walkability and multi-modal access
- Contribute to long-term fiscal sustainability


UPCOMING DEVELOPMENT MAP
ESTERO PKWY
ESTERO RIDGE
DOWNTOWN ESTERO
MYSORE FIG TREE
BROADWAY W
KORESHAN PRESERVE
ESTERO RIVER OUTFITTERS & PADDLE ACCESS POINT
ESTERO RIVER
VILLAGE CENTER
KORESHAN STATE PARK
ESTERO RIVER PARK
CORKSCREW RD
PUBLIX
ESTERO PARK
NORTH POINT ESTERO
ESTERO HIGH SCHOOL
ESTERO SPORTS PARK
SPORTS COMPLEX
HERTZ GLOBAL HQ
41
STUDY AREA BOUNDARY
PARKLAND
EXISTING RESIDENTIAL
WATERBODIES
EXISTING TRAILS
PLANNED TRAILS
EXISTING BIKEWAY
PLANNED BIKEWAY
PLANNED PARKLAND
PLANNED MIXED-USE
PLANNED RESIDENTIAL
IDENTIFIED OPPORTUNITY AREA
0 200 400 800 1,200 US Feet

Land Use & Zoning

Existing land use and zoning within the study area reflect a pattern of incremental growth shaped by environmental constraints, historic development, and transportation access. Land uses include a mix of residential, commercial, conservation, recreational, and institutional uses, with notable variation in intensity and character across different locations.

- **Residential uses** are prevalent throughout the study area and include a range of housing types, such as single-family neighborhoods, mobile home and manufactured housing communities, and multifamily developments. Many residential areas are older and established, contributing to the character of Estero while also presenting opportunities for reinvestment and diversification over time.
- **Commercial uses** are primarily concentrated along US-41 and at key intersections, typically in the form of retail plazas and auto-oriented development. These areas provide important neighborhood-serving functions but are often separated from adjacent residential neighborhoods and open space by roadway design and access patterns.
- **A significant portion of the study area consists of conservation lands, parks, and publicly owned open space,** including Koreshan State Historic Site, Village-owned riverfront property, and nearby County parkland. These areas are foundational to the Eco-Historic Study Area's identity and limit the extent and location of future development.



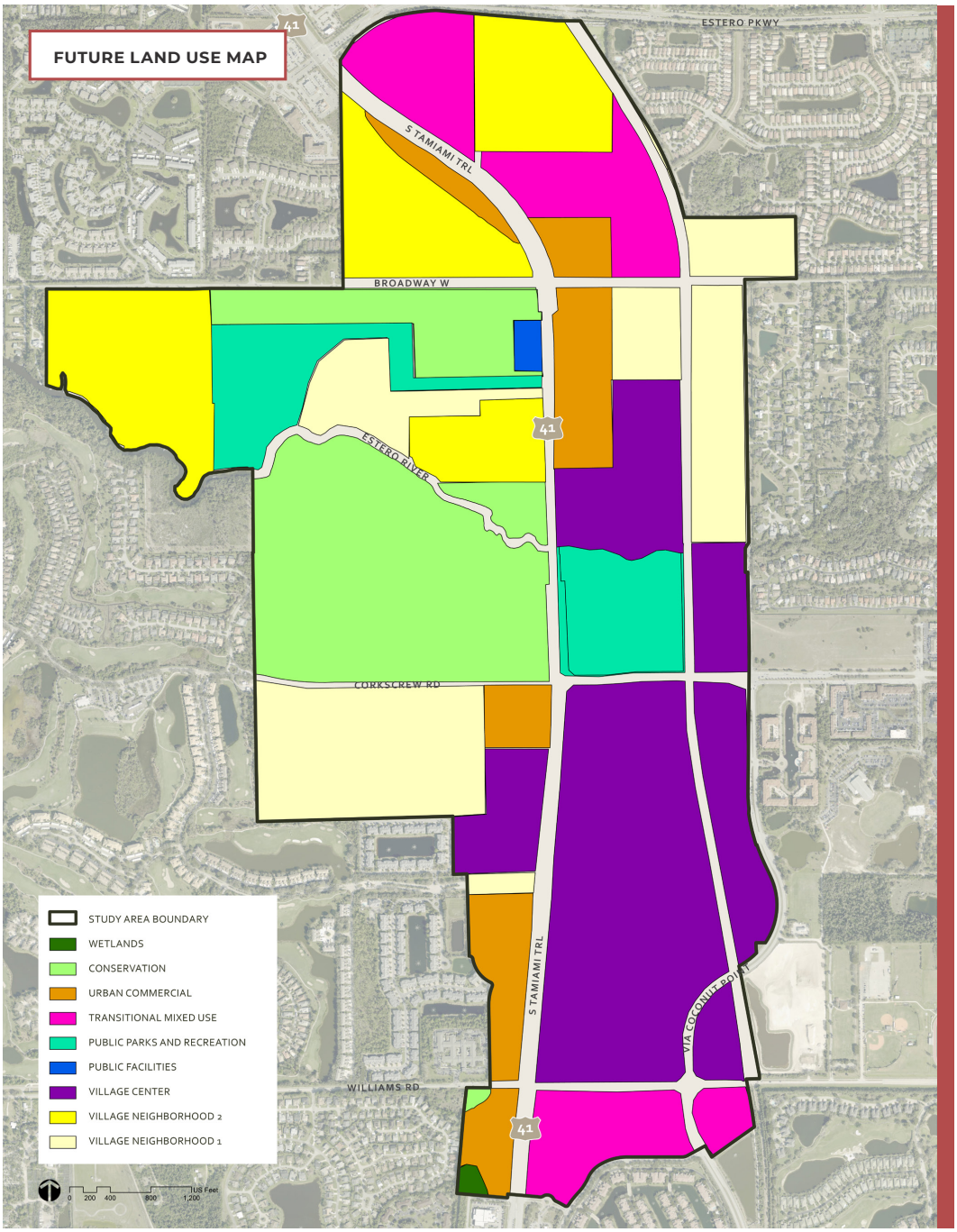
Residential in Estero

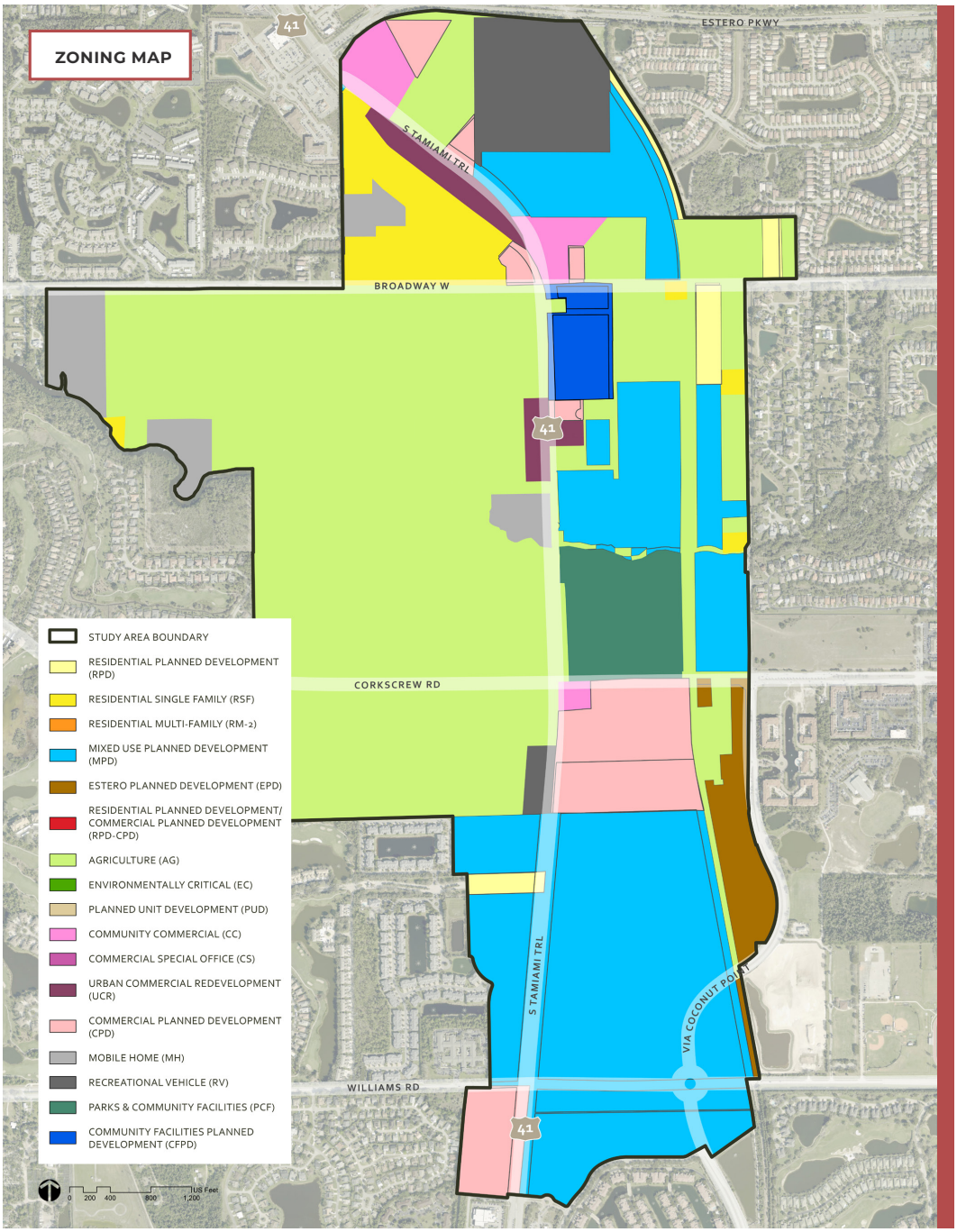
ZONING IMPLICATIONS

Zoning within the study area is dominated by Planned Development (PD) districts, which provide flexibility in permitted uses, density, and site design. While portions of the study area remain zoned Agricultural, much of this land is no longer used for active agricultural purposes and instead reflects legacy zoning applied to conservation lands, parks, or large undeveloped parcels. As a result, zoning classifications do not always align precisely with existing land use.

KEY TAKEAWAYS

- Future development opportunities within the Eco-Historic Study Area are likely to be selective and context-driven, rather than widespread.
- Environmental constraints, infrastructure availability, and surrounding uses will continue to influence where reinvestment can occur and what forms of development are most appropriate.


FUTURE LAND USE MAP
ESTERO PKWY
S TAMIAMI TRL
BROADWAY W
ESTERO RIVER
CORKSCREW RD
WILLIAMS RD
VIA COCONUT POINT
41
STUDY AREA BOUNDARY
WETLANDS
CONSERVATION
URBAN COMMERCIAL
TRANSITIONAL MIXED USE
PUBLIC PARKS AND RECREATION
PUBLIC FACILITIES
VILLAGE CENTER
VILLAGE NEIGHBORHOOD 2
VILLAGE NEIGHBORHOOD 1
0 200 400 800 1,200 US Feet


ZONING MAP
ESTERO PKWY
S TAMIAMI TRL
BROADWAY W
CORKSCREW RD
WILLIAMS RD
VIA COCONUT POINT
41
STUDY AREA BOUNDARY
RESIDENTIAL PLANNED DEVELOPMENT (RPD)
RESIDENTIAL SINGLE FAMILY (RSF)
RESIDENTIAL MULTI-FAMILY (RM-2)
MIXED USE PLANNED DEVELOPMENT (MPD)
ESTERO PLANNED DEVELOPMENT (EPD)
RESIDENTIAL PLANNED DEVELOPMENT/ COMMERCIAL PLANNED DEVELOPMENT (RPD-CPD)
AGRICULTURE (AG)
ENVIRONMENTALLY CRITICAL (EC)
PLANNED UNIT DEVELOPMENT (PUD)
COMMUNITY COMMERCIAL (CC)
COMMERCIAL SPECIAL OFFICE (CS)
URBAN COMMERCIAL REDEVELOPMENT (UCR)
COMMERCIAL PLANNED DEVELOPMENT (CPD)
MOBILE HOME (MH)
RECREATIONAL VEHICLE (RV)
PARKS & COMMUNITY FACILITIES (PCF)
COMMUNITY FACILITIES PLANNED DEVELOPMENT (CFPD)
0 200 400 800 1,200 US Feet

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Environmental Conditions & Open Space Systems

Environmental and open space systems are defining features of the study area and play a central role in shaping existing conditions, redevelopment feasibility, and long-term community resilience. The presence of the Estero River, extensive wetlands, flood-prone lands, and connected conservation areas distinguishes this area from other parts of the Village and establishes a strong ecological and historic foundation for future planning.

Rather than serving solely as constraints, these systems function as organizing elements that influence land use patterns, access, infrastructure investment, and sense of place.

ESTERO RIVER & RIVERFRONT CONTEXT

The Estero River is the most significant natural feature within the study area and a defining asset for Estero. The river corridor supports regional water quality, habitat connectivity, and flood storage while also offering opportunities for recreation, education, and cultural interpretation.

Large portions of land adjacent to the river are publicly owned or protected, including Koreshan State Historic Site, Village-owned riverfront property, and nearby conservation lands. Together, these properties form a continuous open space corridor that reinforces the historic and ecological identity of the area and limits the extent of intensive development along the river's edge.

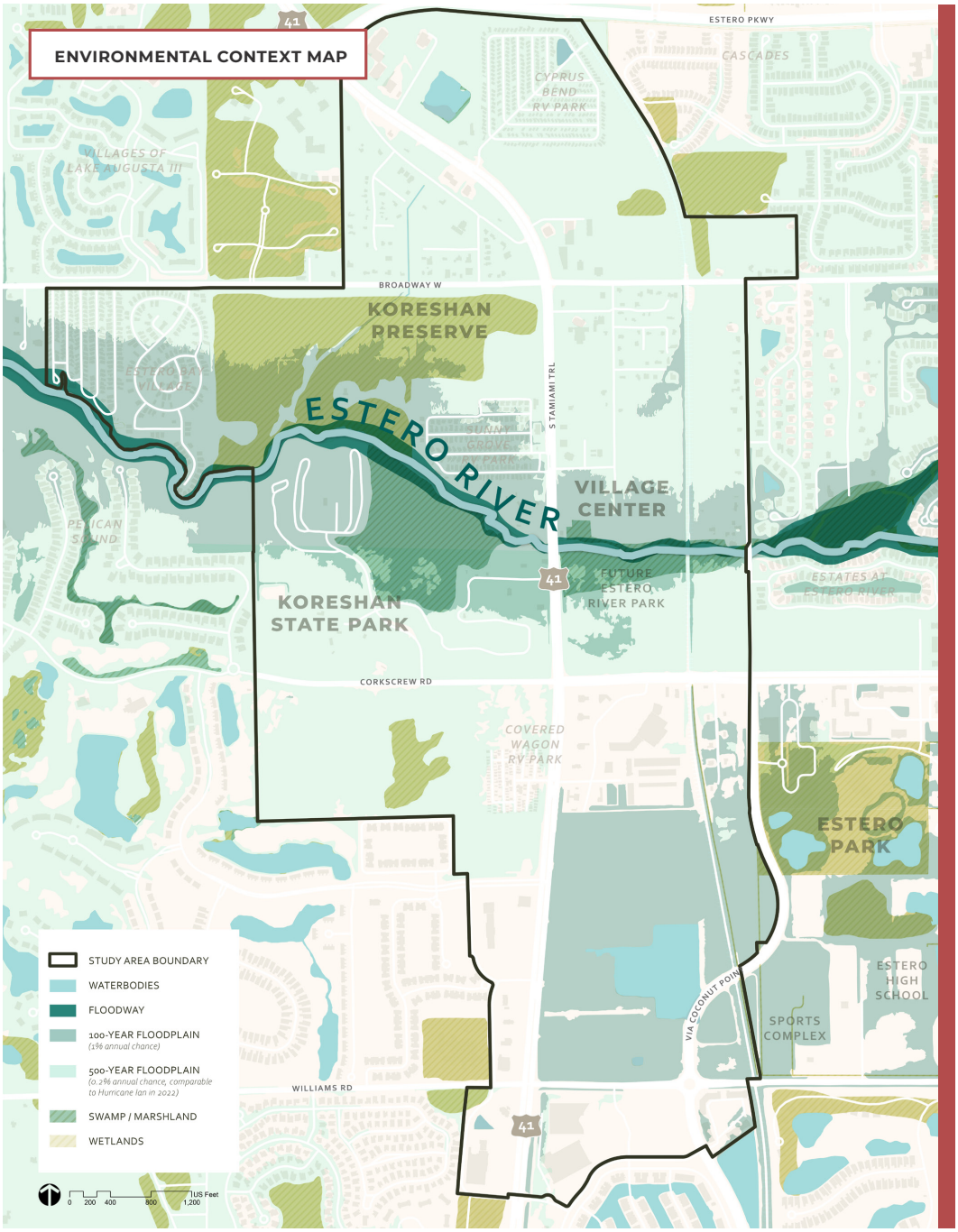
At the same time, proximity to the river introduces important considerations related to flooding, environmental regulation, and long-term maintenance.

WETLANDS & ENVIRONMENTALLY SENSITIVE LANDS

Wetlands are prevalent throughout the Eco-Historic Study Area and represent a significant environmental constraint on land disturbance and development intensity. These wetlands provide essential ecosystem services, including stormwater retention, flood attenuation, water quality improvement, and wildlife habitat.

Many parcels within the study area are partially or fully affected by wetlands and associated buffers, which influences site design, infrastructure placement, and redevelopment feasibility. In several locations, wetlands overlap with areas identified for conservation or public ownership, reinforcing their role as permanent landscape features rather than future development sites.

Existing conditions indicate that early environmental evaluation and avoidance-based planning approaches will be critical to any future reinvestment or infrastructure improvements within the study area.


ENVIRONMENTAL CONTEXT MAP
ESTERO PKWY
CASCADES
CYPRUS BEND RV PARK
VILLAGES OF LAKE AUGUSTA III
BROADWAY W
KORESHAN PRESERVE
ESTERO RIVER
S TAMIAMI TRL
SUNNY GROVE PARK
VILLAGE CENTER
PELICAN SOUND
FUTURE ESTERO RIVER PARK
ESTATES AT ESTERO RIVER
KORESHAN STATE PARK
CORKSCREW RD
COVERED WAGON RV PARK
ESTERO PARK
ESTERO HIGH SCHOOL
VIA COCONUT POINT
SPORTS COMPLEX
WILLIAMS RD
41
STUDY AREA BOUNDARY
WATERBODIES
FLOODWAY
100-YEAR FLOODPLAIN
(1% annual chance)
500-YEAR FLOODPLAIN
(0.2% annual chance, comparable to Hurricane Ian in 2022)
SWAMP / MARSHLAND
WETLANDS
0 200 400 800 US Feet 1,200

FLOODPLAINS, FLOODING, & RESILIENCE

Portions of the Eco-Historic Study Area lie within FEMA-designated flood zones associated with the Estero River and surrounding low-lying terrain. Recent storm events, including Hurricane Ian, have reinforced the community's exposure to flooding and the importance of resilience-focused planning.

Floodplain conditions affect:

- Appropriate land use intensity and building placement
- Infrastructure design and elevation requirements
- Long-term operational and maintenance considerations
- Emergency access and recovery planning

Flood-compatible land uses, nature-based solutions, and open space preservation should be integrated into future planning efforts. Flood-prone areas within the study area often coincide with conservation lands and open space, reinforcing the role of environmental systems as both protective infrastructure and community assets.

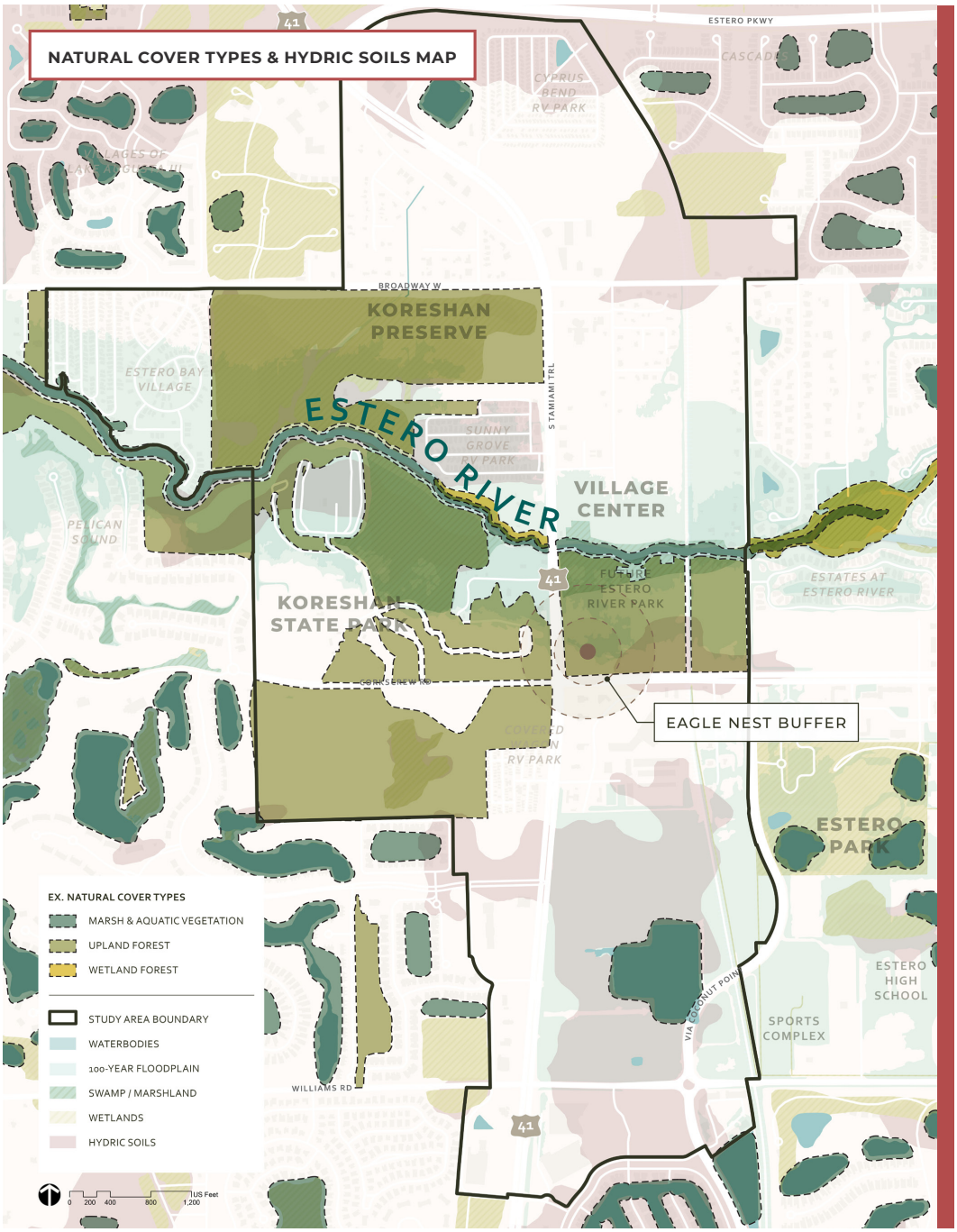
PARKS, CONSERVATION LANDS, & OPEN SPACE NETWORK

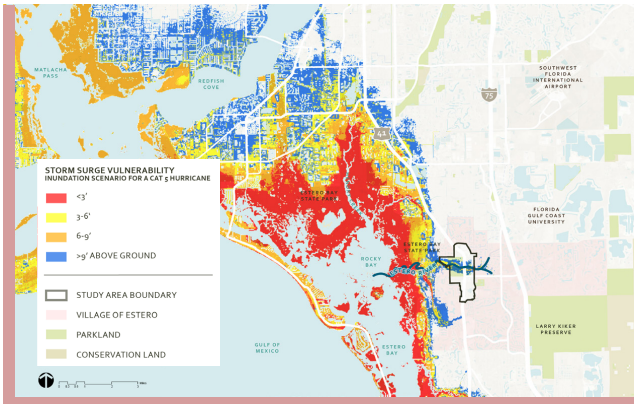
The Eco-Historic Study Area benefits from a strong foundation of existing parks and conservation lands that contribute to both quality of life and environmental resilience. Koreshan State Historic Site serves as a central cultural and recreational asset, while Village-owned properties and nearby Lee County parks expand opportunities for passive recreation, environmental education, and community gathering.

These assets collectively form an interconnected open space network that supports:

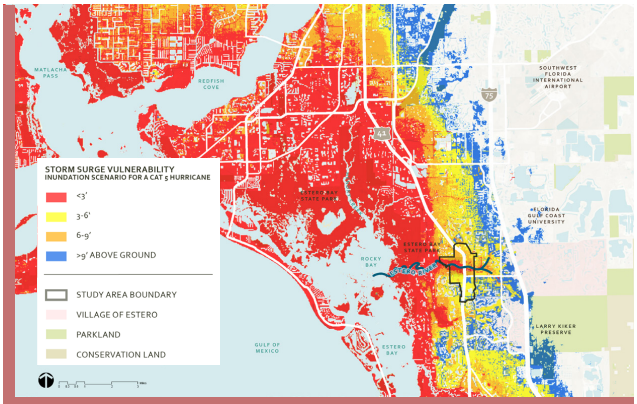
- Public access to natural and historic resources
- Trail and riverfront connectivity
- Flood storage and ecological protection
- Community identity and sense of place

While the quantity of protected and publicly accessible land is a major strength, access to these spaces varies. In some locations, connections between parks, neighborhoods, and the river are limited by roadway barriers, environmental constraints, or lack of supporting infrastructure.

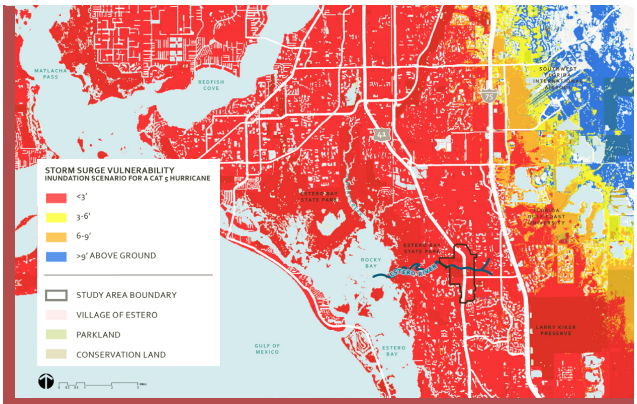

NATURAL COVER TYPES & HYDRIC SOILS MAP
ESTERO PKWY
CYPRUS BEND RV PARK
BROADWAY W
KORESHAN PRESERVE
ESTERO BAY VILLAGE
S TAMIAMI TRL
SUNNY GROVE RV PARK
ESTERO RIVER
VILLAGE CENTER
PELICAN SOUND
FUTURE ESTERO RIVER PARK
ESTATES AT ESTERO RIVER
KORESHAN STATE PARK
EAGLE NEST BUFFER
COVERED RV PARK
ESTERO PARK
ESTERO HIGH SCHOOL
SPORTS COMPLEX
VIA COCONUT POINT
WILLIAMS RD
41
EX. NATURAL COVER TYPES
MARSH & AQUATIC VEGETATION
UPLAND FOREST
WETLAND FOREST
STUDY AREA BOUNDARY
WATERBODIES
100-YEAR FLOODPLAIN
SWAMP / MARSHLAND
WETLANDS
HYDRIC SOILS
0 200 400 800 1,200 US Feet



CATEGORY 1 STORM SCENARIO



CATEGORY 3 STORM SCENARIO



CATEGORY 5 STORM SCENARIO

STORM RISK

Neighborhoods next to the river and low-lying lands and are especially vulnerable to coastal flooding.

- Inundation depth and vulnerability increases under higher-intensity storms
- The river and floodplain are primary flood pathways, where surge and tidal influence move inland during major storm events

Understanding the study area's storm risk reinforces constraints on future development, particularly within low-elevation and sensitive areas. It emphasizes the importance of considering elevation strategies, flood-compatible open space, and protected evacuation routes as part of the overall infrastructure strategy for Estero.

DID YOU KNOW?

HURRICANE IAN IN 2022 WAS DESIGNATED A CATEGORY 4 STORM.

Storm scenario mapping informed by the National Oceanic and Atmospheric Association (NOAA)

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Transportation & Mobility

Transportation and mobility conditions are among the most influential factors shaping daily life, redevelopment feasibility, and access to natural and historic resources within the Eco-Historic Study Area. Existing conditions reflect a transportation network designed primarily to support regional vehicular movement, with more limited accommodation for local access, pedestrian comfort, and multi-modal connectivity.

These conditions significantly influence how people experience Estero and how future investments can be prioritized.

LOCAL ROAD NETWORK & ACCESS

The local roadway network within the study area consists primarily of lower-speed streets serving residential neighborhoods, parks, and commercial uses. While these roads generally function adequately for local access, connectivity between neighborhoods and key destinations is often indirect and dependent on travel along or across US-41.

Key access considerations include:

- Limited east–west connectivity across the corridor
- Reliance on a small number of signalized intersections
- Potential conflicts between through traffic and local access needs

These conditions affect emergency access, redevelopment design, and the ability to create walkable connections between neighborhoods, parks, and commercial areas.

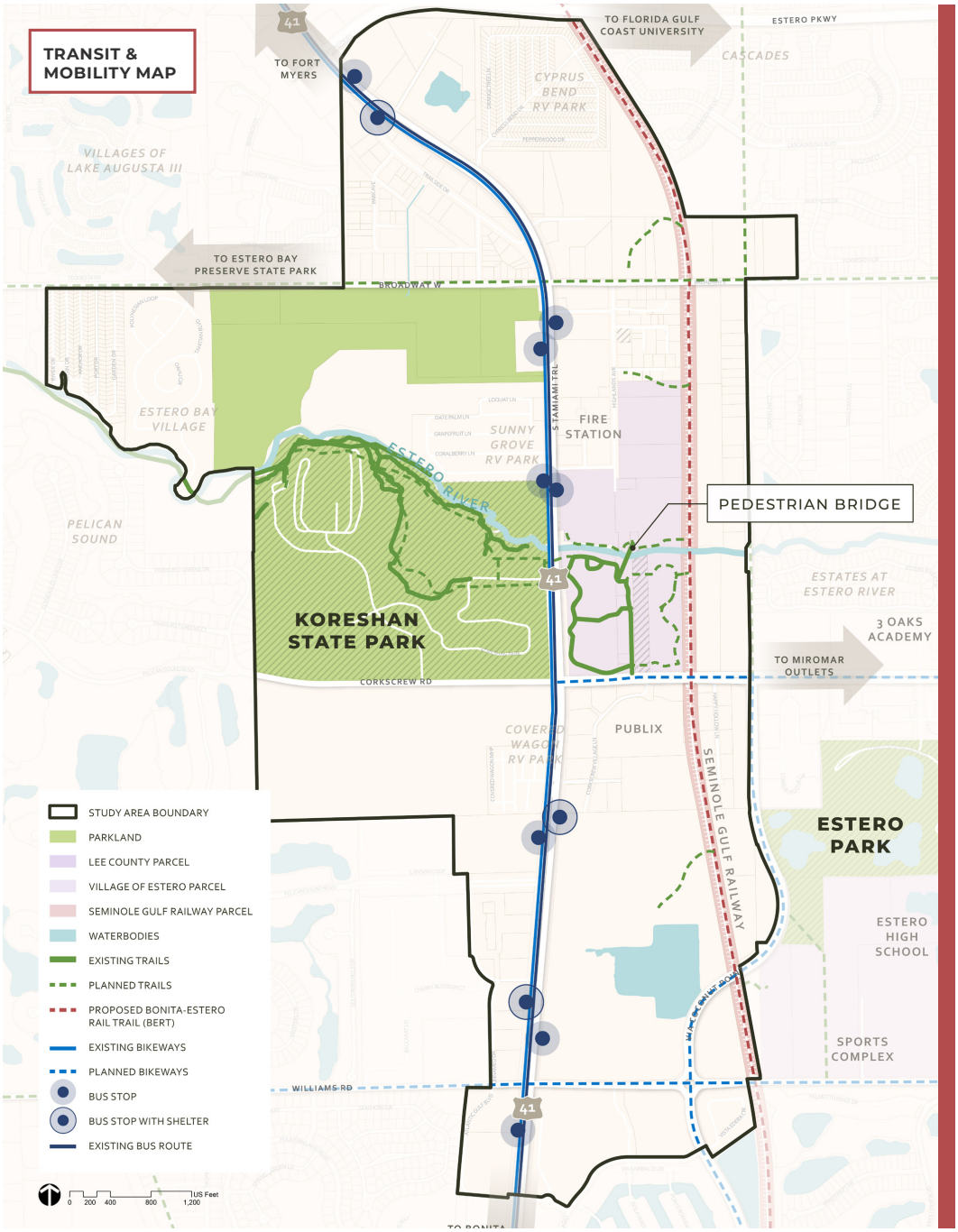
PEDESTRIAN & BICYCLE CONDITIONS

Pedestrian and bicycle infrastructure within the study area is inconsistent and fragmented. Sidewalks, shared-use paths, and bicycle facilities exist in some locations but are often discontinuous, particularly near major intersections and along US-41.

Existing conditions include:

- Gaps in sidewalks and bicycle facilities
- Limited safe crossings of US-41
- Variable pedestrian access to parks, riverfront areas, and commercial destinations
- Challenges navigating between neighborhoods and regional trail facilities

These gaps reduce the effectiveness of existing open space and trail assets and limit opportunities for safe, non-motorized travel.


TRANSIT & MOBILITY MAP
TO FORT MYERS
TO FLORIDA GULF COAST UNIVERSITY
ESTERO PKWY
CASCADES
CYPRUS BEND RV PARK
VILLAGES OF LAKE AUGUSTA III
TO ESTERO BAY PRESERVE STATE PARK
BROADWAY W
ESTERO BAY VILLAGE
SUNNY GROVE RV PARK
S TAMIAMI TRL
FIRE STATION
ESTERO RIVER
PEDESTRIAN BRIDGE
PELICAN SOUND
ESTATES AT ESTERO RIVER
3 OAKS ACADEMY
TO MIROMAR OUTLETS
KORESHAN STATE PARK
CORKSCREW RD
COVERED WAGON RV PARK
PUBLIX
SEMINOLE GULF RAILWAY
ESTERO PARK
ESTERO HIGH SCHOOL
SPORTS COMPLEX
WILLIAMS RD
STUDY AREA BOUNDARY
PARKLAND
LEE COUNTY PARCEL
VILLAGE OF ESTERO PARCEL
SEMINOLE GULF RAILWAY PARCEL
WATERBODIES
EXISTING TRAILS
PLANNED TRAILS
PROPOSED BONITA-ESTERO RAIL TRAIL (BERT)
EXISTING BIKEWAYS
PLANNED BIKEWAYS
BUS STOP
BUS STOP WITH SHELTER
EXISTING BUS ROUTE
0 200 400 800 1,200 US Feet

US-41: REGIONAL CORRIDOR & LOCAL BARRIER

US-41 is the dominant transportation feature within the study area. It functions as a major regional corridor carrying high traffic volumes and providing access to commercial centers and regional destinations. At the same time, its width, traffic speeds, and intersection spacing create challenges for pedestrians, cyclists, and local circulation.

Existing conditions along US-41 include:

- High traffic volumes and frequent turning movements
- Limited pedestrian crossing opportunities
- Auto-oriented development patterns
- Physical and visual separation between neighborhoods, parks, and riverfront areas

As a result, US-41 serves as both a connector and a barrier – supporting regional mobility while limiting safe and comfortable local movement within and across the study area.

Crash Map

Crashes along US-41 are spread out along the corridor but cluster at major intersections, where the most severe incidents occur. Rear-end and sideswipe collisions dominate, indicating congestion, frequent stopping, and lane changes as key factors. While less common, bicycle and pedestrian crashes are concentrated at specific nodes, highlighting targeted safety concerns on US-41.

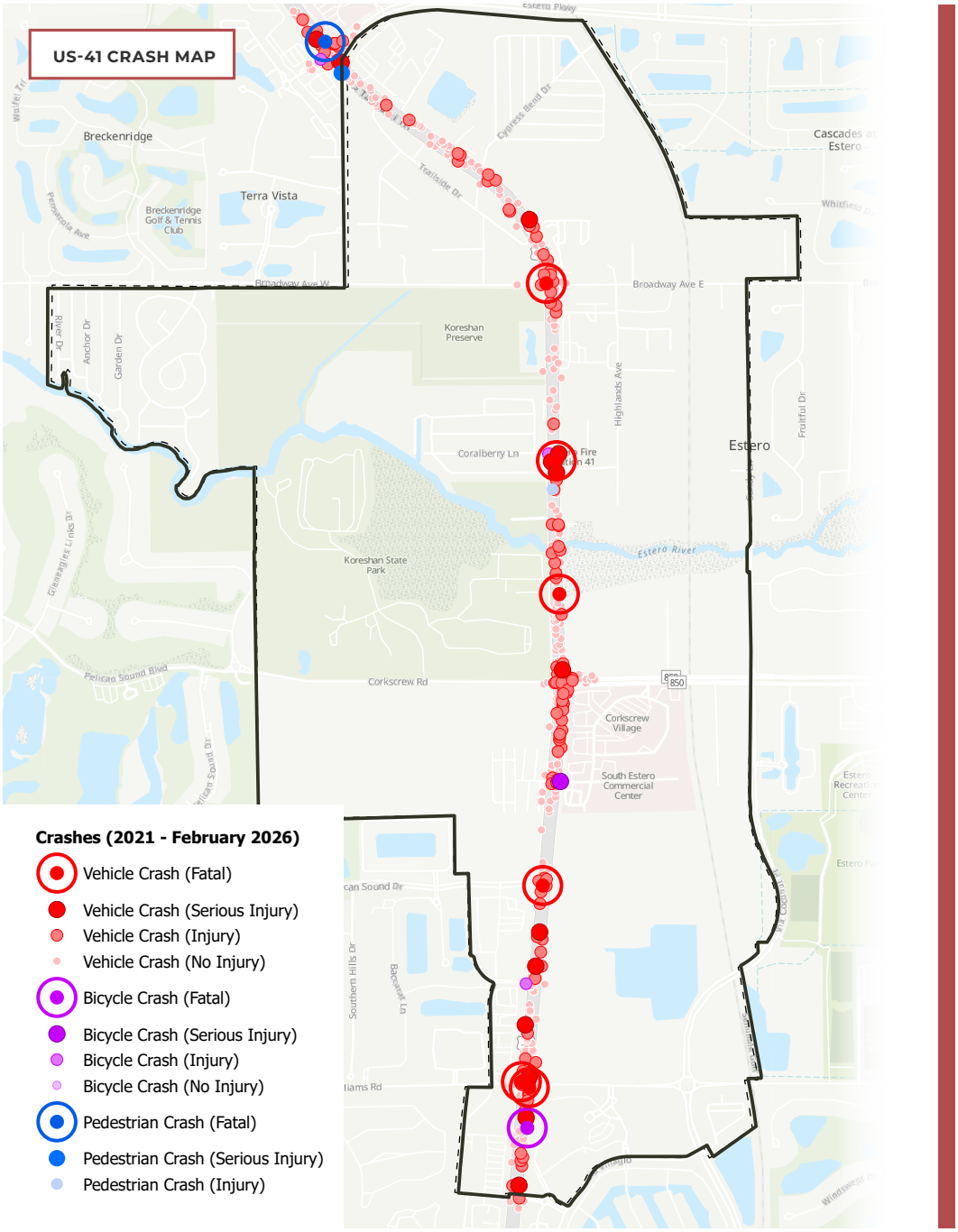
Context Classification

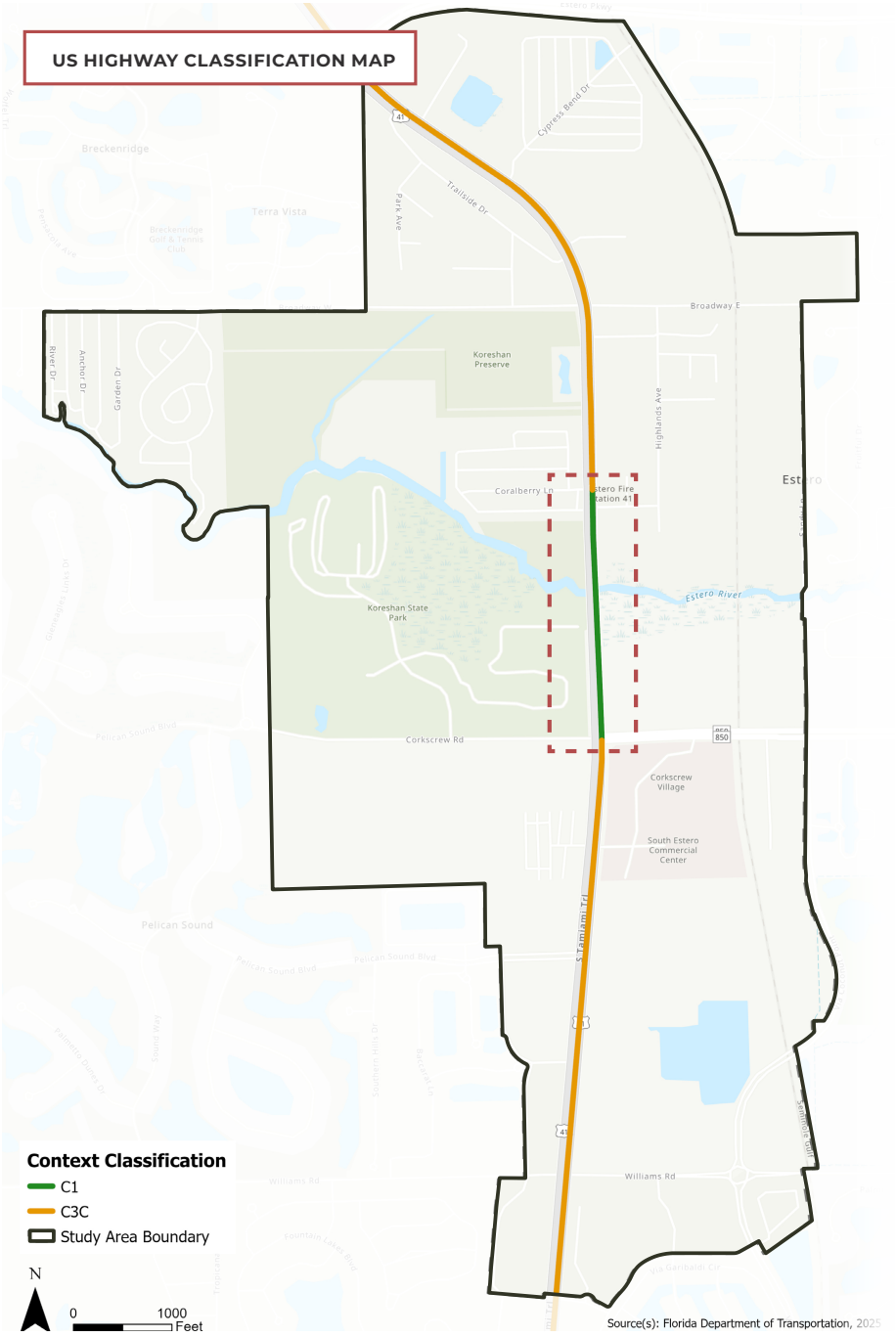
As part of the Village of Estero Eco-Historic Planning Study, the project team requested a project level context classification analysis for US-41, from Corkscrew Road to Coralberry Lane. The segment is currently designated as C1. Based on traffic counts and other considerations – and understanding that the future context classification for this corridor is C3C – the planning team sees an opportunity for this segment to be consistently classified C1, to align with the rest of the corridor.

Local Precedent for Corridor Investment

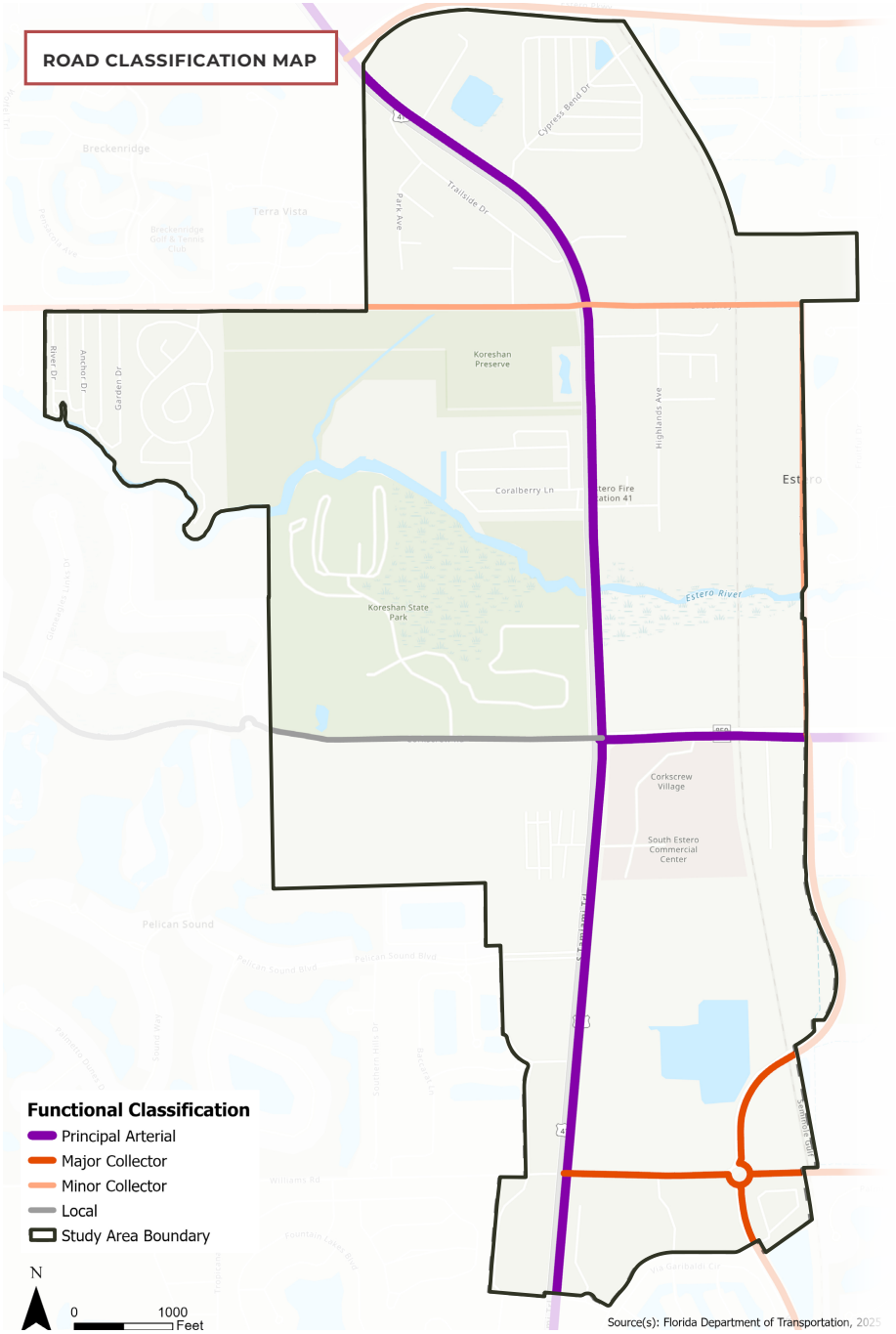
Recent landscape and streetscape improvements along Estero Parkway demonstrate how strategic public investment can enhance corridor identity, environmental performance, and sense of place. The transition to native and climate-appropriate plantings has improved visual quality, reduced long-term maintenance needs, and reinforced the character of Estero.

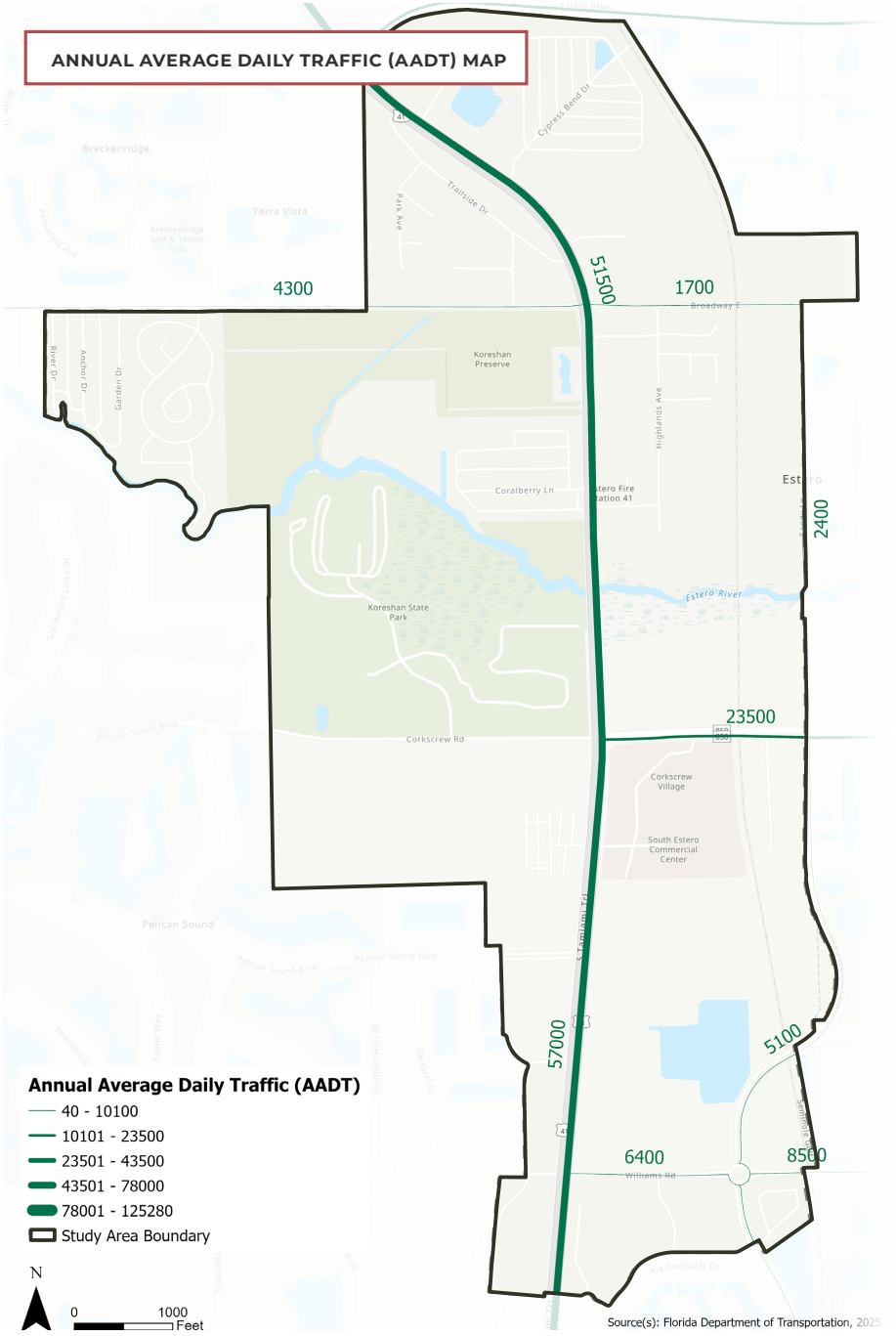
This project illustrates how strategic public investment can support both mobility and placemaking objectives. While US-41 is currently a federally maintained roadway, existing conditions suggest that similar context-sensitive public realm enhancements (implemented through partnership, phased investment, or future jurisdictional changes) could significantly improve the corridor's relationship to surrounding neighborhoods and public spaces over time.

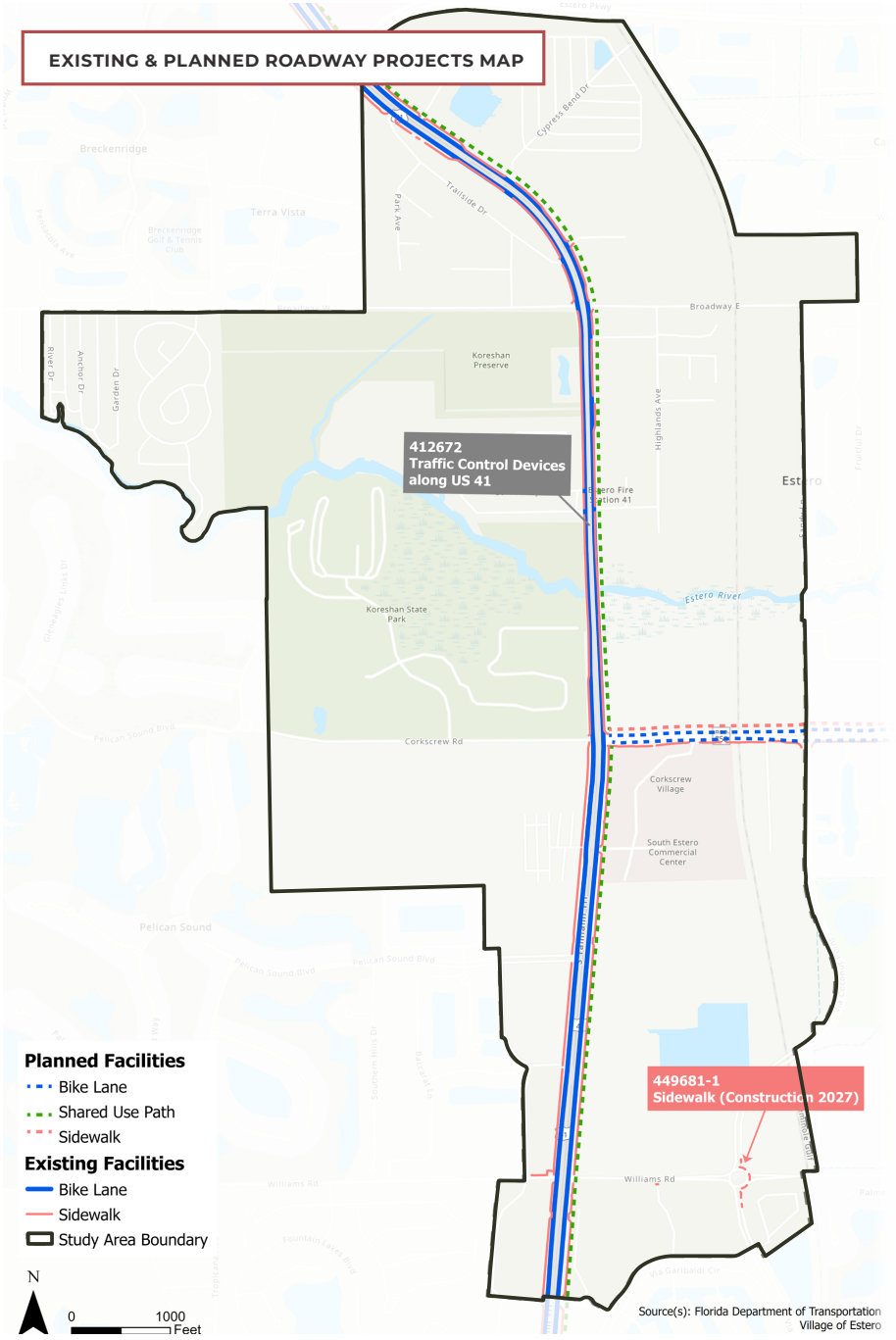

US-41 CRASH MAP
Breckenridge
Terra Vista
Breckenridge Golf & Tennis Club
Broadway Ave W
Broadway Ave E
Koreshan Preserve
Koreshan State Park
Coralberry Ln
Estero
Estero River
Corkscrew Rd
Corkscrew Village
South Estero Commercial Center
Pelican Sound Blvd
Cascades at Estero
Crashes (2021 - February 2026)
Vehicle Crash (Fatal)
Vehicle Crash (Serious Injury)
Vehicle Crash (Injury)
Vehicle Crash (No Injury)
Bicycle Crash (Fatal)
Bicycle Crash (Serious Injury)
Bicycle Crash (Injury)
Bicycle Crash (No Injury)
Pedestrian Crash (Fatal)
Pedestrian Crash (Serious Injury)
Pedestrian Crash (Injury)


US HIGHWAY CLASSIFICATION MAP
Context Classification
C1
C3C
Study Area Boundary
N
0
1000
Feet
Source(s): Florida Department of Transportation, 2025
Breckenridge
Terra Vista
Trailside Dr
Park Ave
Cypress Bend Dr
Broadway E
Koreshan Preserve
Highlands Ave
Coralberry Ln
Estero Fire Station 41
Estero River
Koreshan State Park
Corkscrew Rd
Corkscrew Village
South Estero Commercial Center
Pelican Sound
Pelican Sound Blvd
S Tamiami Trl
Williams Rd
Estero

ROAD CLASSIFICATION MAP




ANNUAL AVERAGE DAILY TRAFFIC (AADT) MAP
4300
51500
1700
2400
23500
57000
5100
6400
8500
Koreshan Preserve
Koreshan State Park
Corkscrew Village
South Estero Commercial Center
Estero River
Corkscrew Rd
Pelican Sound
Annual Average Daily Traffic (AADT)
40 - 10100
10101 - 23500
23501 - 43500
43501 - 78000
78001 - 125280
Study Area Boundary
N
0
1000
Feet
Source(s): Florida Department of Transportation, 2025


EXISTING & PLANNED ROADWAY PROJECTS MAP
412672
Traffic Control Devices along US 41
449681-1
Sidewalk (Construction 2027)
Planned Facilities
Bike Lane
Shared Use Path
Sidewalk
Existing Facilities
Bike Lane
Sidewalk
Study Area Boundary
N
0
1000
Feet
Source(s): Florida Department of Transportation
Village of Estero
Koreshan Preserve
Koreshan State Park
Corkscrew Rd
Corkscrew Village
South Estero Commercial Center
Estero River
Pelican Sound
Pelican Sound Blvd
Williams Rd
Broadway E
Cypress Bend Dr
Trailside Dr
Park Ave
Highlands Ave
Terra Vista
Breckenridge
Breckenridge Golf & Tennis Club
Estero

121

BONITA–ESTERO RAIL TRAIL (BERT)

The planned Bonita–Estero Rail Trail (BERT) represents a transformational multi-modal investment within the Eco-Historic Study Area. When completed, BERT will provide a continuous, off-road facility for walking and bicycling, connecting Estero to neighboring communities and regional destinations.

Within the study area, BERT:

- Expands non-motorized access to parks and riverfront areas
- Increases visibility and accessibility of adjacent properties
- Creates opportunities for improved neighborhood connectivity
- Has the potential to influence redevelopment patterns and public investment priorities

Existing conditions highlight the importance of integrating BERT with local streets, crossings, and access points so that it functions as part of a broader mobility network rather than a standalone facility.



EXISTING CONDITION

Typical mid-block crossing conditions for a two-lane roadway (Broadway Ave E shown)

KEY TAKEAWAYS

- US-41 is a vital regional corridor that also functions as a barrier to local connectivity.
- Transportation conditions directly influence redevelopment feasibility and quality of life.
- Pedestrian and bicycle networks are fragmented, limiting access to parks and riverfront areas.
- BERT represents a major opportunity to improve multi-modal connectivity and access.
- Strategic public realm investments can enhance corridor identity and function when aligned with community character.

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Infrastructure & Utilities

Infrastructure and utility conditions within the Eco-Historic Study Area influence redevelopment feasibility, phasing, and long-term operational considerations. While most of the study area is served by centralized water and sewer systems, existing conditions reflect multiple service providers and service areas, which adds complexity to planning and implementation.

This section focuses on system context and implications, rather than technical specifications or capacity analysis.

WATER & WASTEWATER SERVICE AREAS

The Eco-Historic Study Area is served by two distinct water and wastewater service areas, reflecting historical development patterns and jurisdictional boundaries. Portions of the study area are served by Lee County, while other areas are served by Bonita Springs Utilities. As a result:

- Infrastructure availability and service responsibility varies by location
- Redevelopment feasibility may differ between parcels based on service provider
- Coordination between the Village and Lee County is required for system upgrades, extensions, or modifications
- Long-term planning decisions must consider service area boundaries and operational responsibilities

Existing conditions indicate that utility service is generally available within developed portions of the study area; however, service area boundaries and system capacity considerations may influence the timing and cost of future redevelopment or public improvements.

STORMWATER MANAGEMENT

Stormwater management within the Eco-Historic Study Area is closely tied to environmental conditions, including wetlands, floodplains, and proximity to the Estero River. Existing drainage systems include a mix of public and private facilities designed to manage localized runoff and regional flows.

Key considerations include:

- Regulatory requirements for stormwater treatment and discharge
- Limited opportunities for new stormwater infrastructure in environmentally constrained areas
- The importance of integrating stormwater management with open space and conservation lands
- Opportunities for nature-based and low-impact solutions where appropriate

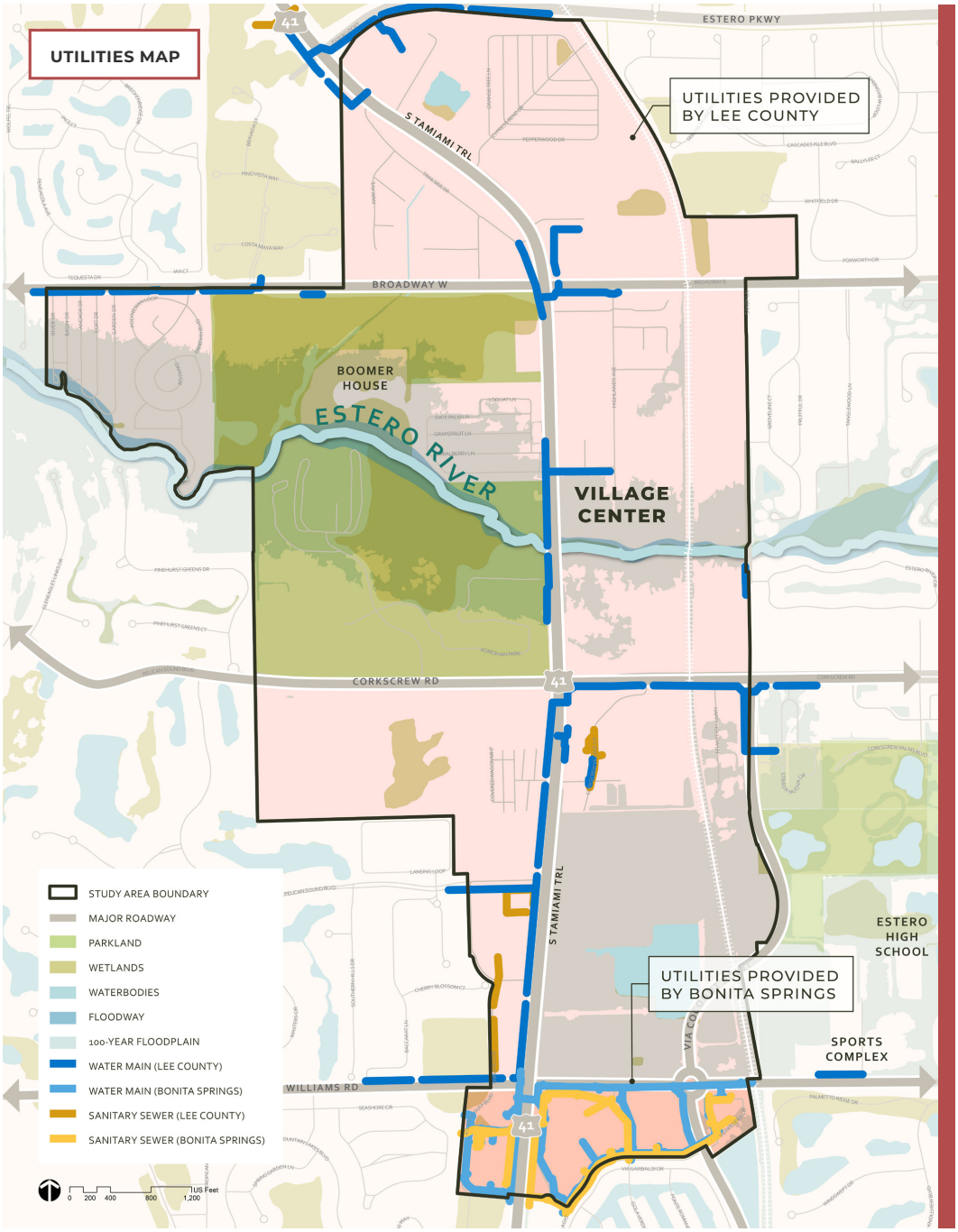
Stormwater conditions reinforce the need for coordinated planning that aligns infrastructure improvements with environmental protection and resilience goals.

OTHER UTILITIES

Other utilities, including electric, telecommunications, and solid waste services, are generally available throughout the Eco-Historic Study Area and support existing development patterns. These services do not represent major constraints to future planning at a study-area scale, though site-specific upgrades may be required as redevelopment occurs.

KEY TAKEAWAYS

- The study area is served by two water and wastewater service areas, requiring coordination between providers.
- Utility service availability varies by location and may influence redevelopment feasibility and phasing.
- Stormwater management is closely linked to environmental and floodplain conditions.
- Infrastructure considerations reinforce the importance of early coordination and phased implementation.


UTILITIES MAP
ESTERO PKWY
UTILITIES PROVIDED BY LEE COUNTY
S TAMIAMI TRL
BROADWAY W
BOOMER HOUSE
ESTERO RIVER
VILLAGE CENTER
CORKSCREW RD
41
S TAMIAMI TRL
ESTERO HIGH SCHOOL
UTILITIES PROVIDED BY BONITA SPRINGS
SPORTS COMPLEX
WILLIAMS RD
STUDY AREA BOUNDARY
MAJOR ROADWAY
PARKLAND
WETLANDS
WATERBODIES
FLOODWAY
100-YEAR FLOODPLAIN
WATER MAIN (LEE COUNTY)
WATER MAIN (BONITA SPRINGS)
SANITARY SEWER (LEE COUNTY)
SANITARY SEWER (BONITA SPRINGS)
0 200 400 800 1,200 US Feet

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Parks, Trails & Public Realm

Parks, trails, and public realm assets play a central role in defining the character, identity, and livability of the Eco-Historic Study Area. Existing conditions reflect a concentration of regionally significant open space and cultural resources, combined with more localized neighborhood parks and emerging trail infrastructure. Together, these assets provide a strong foundation for recreation, environmental stewardship, and community identity, while also revealing gaps in access, connectivity, and public-facing amenities.

KORESHAN STATE HISTORIC SITE & CULTURAL OPEN SPACE

Koreshan State Historic Site is the most prominent park and cultural resource within the Eco-Historic Study Area. The site functions as a historic landmark, conservation area, and recreational destination, drawing visitors from across the region while also serving as a defining element of Estero's identity.

The surrounding open space and riverfront context reinforce the site's historic setting and limit incompatible development nearby. Existing conditions indicate that Koreshan serves not only as a destination, but as an anchor around which surrounding parks, trails, and public spaces are organized.

VILLAGE-OWNED & COUNTY PARK LANDS

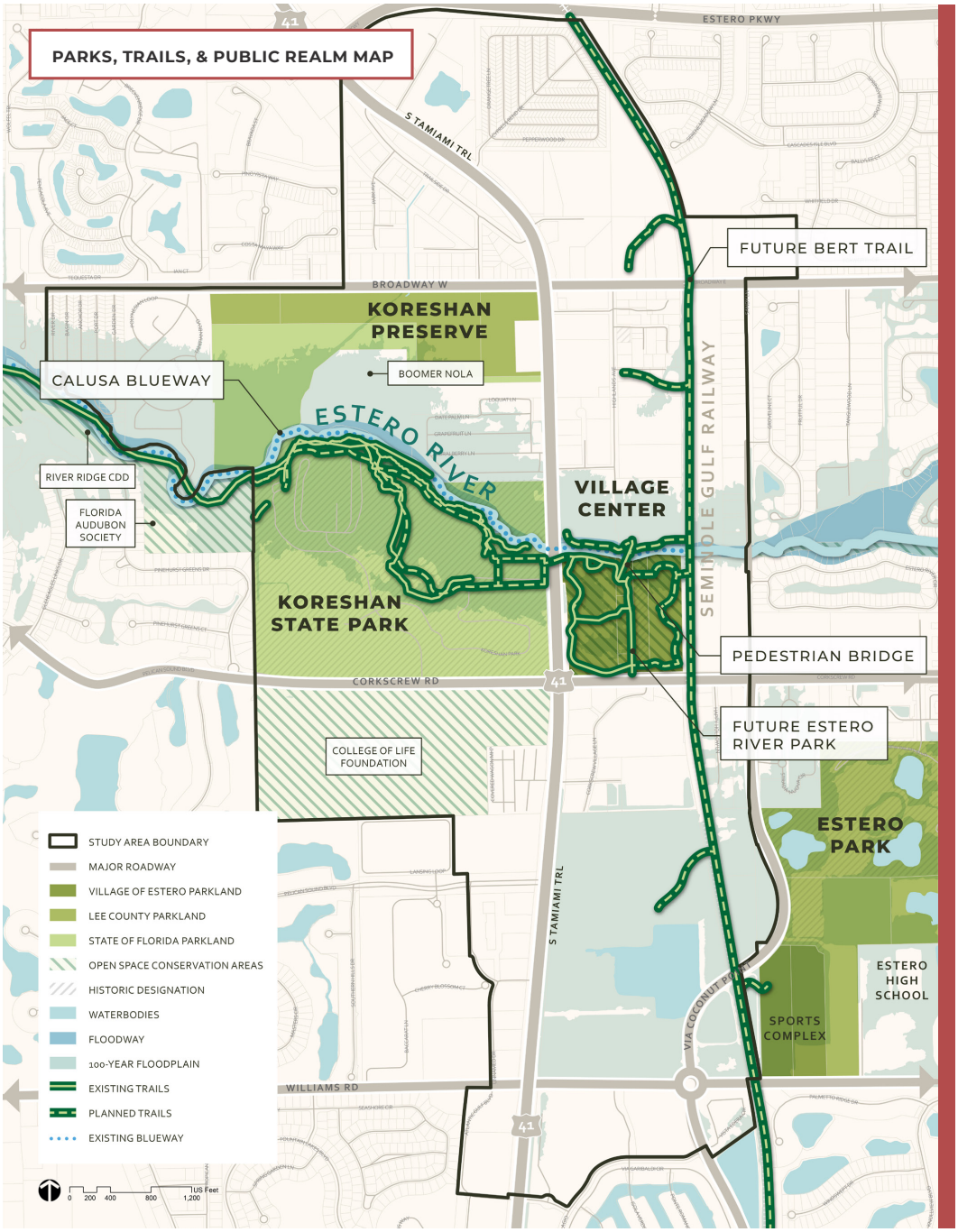
In addition to Koreshan, the study area includes Village-owned riverfront property and nearby Lee County parks that expand opportunities for passive recreation, environmental education, and community gathering. These lands contribute to a broader open space system that supports flood storage, habitat protection, and public access to natural resources.

While the presence of publicly owned land is a major asset, the experience of moving between these spaces is uneven. Some parks are well integrated into surrounding neighborhoods, while others are separated by roadway barriers, environmental constraints, or limited access points.

TRAILS, RIVER ACCESS, & CONNECTIVITY

Trail infrastructure and river access are key components of the public realm within the Eco-Historic Study Area. Existing trails, combined with the planned Bonita–Estero Rail Trail (BERT), establish the framework for a connected, non-motorized network linking neighborhoods, parks, and regional destinations.

River access opportunities exist but vary in visibility, accessibility, and level of support infrastructure. In some locations, access points are informal or lack clear connections to surrounding streets and trails. Existing conditions suggest that improving connectivity between assets, rather than creating new isolated facilities, will be central to enhancing the public realm experience.


PARKS, TRAILS, & PUBLIC REALM MAP
ESTERO PKWY
S TAMIAMI TRL
FUTURE BERT TRAIL
BROADWAY W
KORESHAN PRESERVE
CALUSA BLUEWAY
BOOMER NOLA
ESTERO RIVER
RIVER RIDGE CDD
FLORIDA AUDUBON SOCIETY
VILLAGE CENTER
SEMINOLE GULF RAILWAY
KORESHAN STATE PARK
PEDESTRIAN BRIDGE
CORKSCREW RD
41
FUTURE ESTERO RIVER PARK
COLLEGE OF LIFE FOUNDATION
ESTERO PARK
S TAMIAMI TRL
ESTERO HIGH SCHOOL
SPORTS COMPLEX
VIA COCONUT PT
WILLIAMS RD
STUDY AREA BOUNDARY
MAJOR ROADWAY
VILLAGE OF ESTERO PARKLAND
LEE COUNTY PARKLAND
STATE OF FLORIDA PARKLAND
OPEN SPACE CONSERVATION AREAS
HISTORIC DESIGNATION
WATERBODIES
FLOODWAY
100-YEAR FLOODPLAIN
EXISTING TRAILS
PLANNED TRAILS
EXISTING BLUEWAY
0 200 400 800 1,200 US Feet

PUBLIC REALM QUALITY & SENSE OF PLACE

The quality of streetscapes, landscape treatments, and gathering spaces influences how residents and visitors experience Estero. Recent public realm improvements, such as landscape upgrades along Estero Parkway, demonstrate the Village's ability to invest in infrastructure that reinforces local character while improving environmental performance.

Across the study area, public realm conditions vary significantly. Some corridors and park edges benefit from cohesive design and landscaping, while others remain auto-oriented or lack pedestrian amenities. These contrasts highlight opportunities to strengthen sense of place through consistent, context-sensitive public realm treatments.

KEY TAKEAWAYS

- Koreshan State Historic Site functions as a cultural, recreational, and identity-defining anchor.
- Village and County park lands provide a strong foundation for open space and resilience.
- Trails and river access opportunities exist but are not consistently connected.
- Public realm quality varies across the study area, influencing how spaces are experienced.
- Connectivity and access are as important as the quantity of parks and open space.


1


2

1. KORESHAN STATE HISTORIC SITE

This site is a key cultural, recreational, and identity-defining open space in Estero.

2. KORESHAN PRESERVE

Trails and open lawn areas provide everyday recreation but are not consistently connected to the broader network.

3. SEATING AT KORESHAN STATE PARK

4. RIVERSIDE CONDITIONS

5. US-41, LOOKING NORTH

Wide travel lanes, utilities, and limited pedestrian amenities reduce comfort and sense of place along US-41.



3



4



5

FUNCTIONAL CLASSIFICATIONS OF OPEN SPACE

The open space system is made up of individual assets that, together, shape how a community is seen, used, and experienced by residents and visitors. This system extends beyond traditional public spaces designed for community use to include undeveloped land, natural wooded areas, street corridors, and other everyday landscapes that contribute to the overall sense of place.

VISUAL OPEN SPACES

Landscapes that define everyday views



Much of Estero's open space is experienced visually:

- Tree-lined corridors
- Natural river edges
- Preserved wetlands
- Landscaped streets and buffers
- Viewsheds and shaded pathways

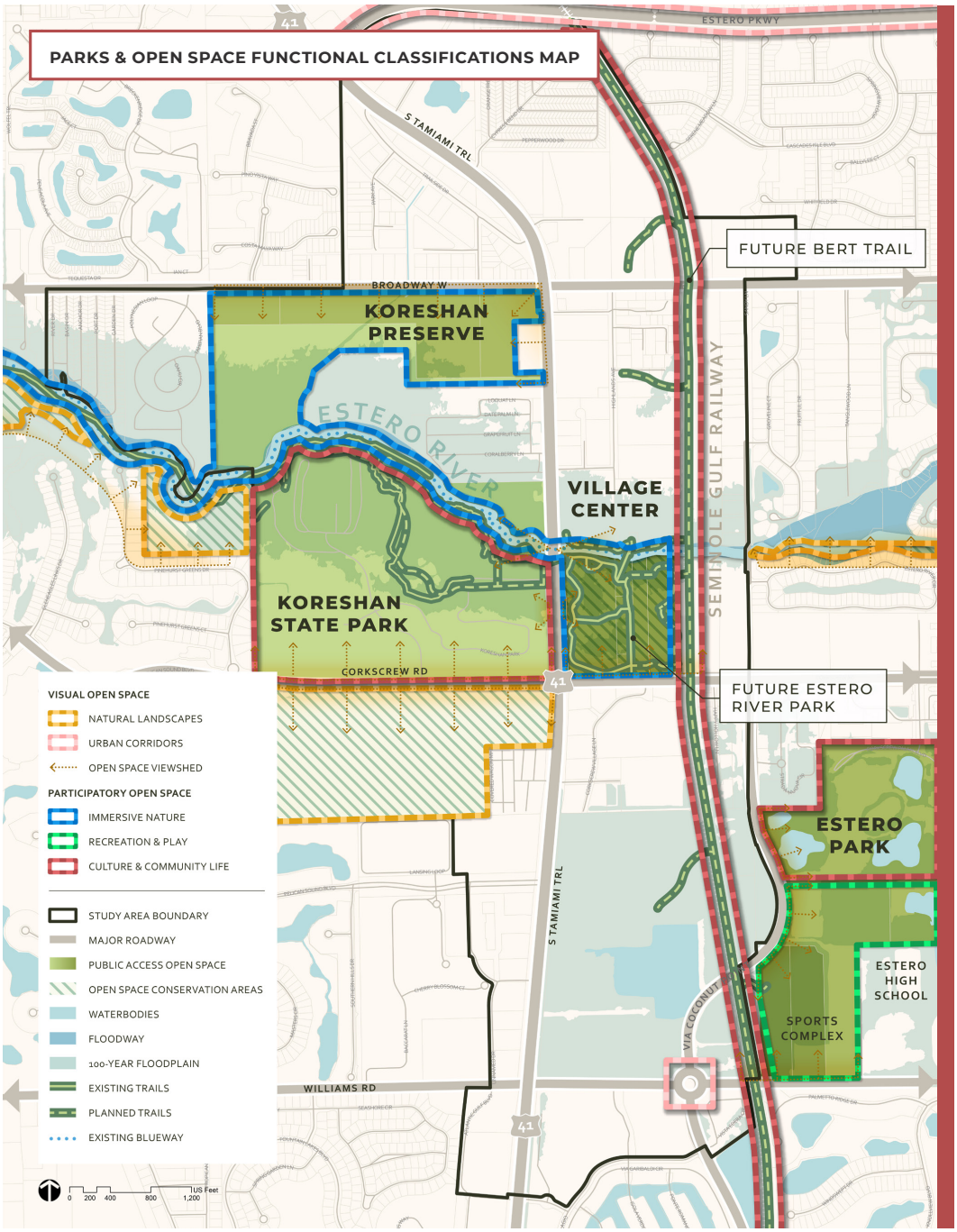
PARTICIPATORY OPEN SPACES

Places to spend time



Other open spaces are designed for activity and interaction:

- Trails and shared-use paths
- River access points
- Parks and civic greens
- Community gathering spaces
- Recreation and play areas


PARKS & OPEN SPACE FUNCTIONAL CLASSIFICATIONS MAP
ESTERO PKWY
S TAMIAMI TRL
FUTURE BERT TRAIL
BROADWAY W
KORESHAN PRESERVE
ESTERO RIVER
VILLAGE CENTER
SEMINOLE GULF RAILWAY
KORESHAN STATE PARK
CORKSCREW RD
FUTURE ESTERO RIVER PARK
ESTERO PARK
ESTERO HIGH SCHOOL
SPORTS COMPLEX
VIA COCONUT
WILLIAMS RD
VISUAL OPEN SPACE
NATURAL LANDSCAPES
URBAN CORRIDORS
OPEN SPACE VIEWSHED
PARTICIPATORY OPEN SPACE
IMMERSIVE NATURE
RECREATION & PLAY
CULTURE & COMMUNITY LIFE
STUDY AREA BOUNDARY
MAJOR ROADWAY
PUBLIC ACCESS OPEN SPACE
OPEN SPACE CONSERVATION AREAS
WATERBODIES
FLOODWAY
100-YEAR FLOODPLAIN
EXISTING TRAILS
PLANNED TRAILS
EXISTING BLUEWAY
0 200 400 800 1,200 US Feet

3 | ANALYSIS

Planning Implications

The Existing Conditions assessment and review of adopted Village plans and prior studies reveal a consistent set of factors that shape how future planning and investment decisions should be evaluated within the Eco-Historic Study Area. These planning implications do not represent recommendations; rather, they describe the contextual realities and policy-informed considerations that must guide future actions, prioritization, and implementation..

PLANNING IMPLICATION 01

Environmental Systems as Organizing Elements

Adopted Village plans consistently identify the Estero River, associated wetlands, floodplains, and conservation lands as foundational systems within the Eco-Historic Study Area. Existing conditions demonstrate that these environmental features are not incidental, but instead structure land use patterns, access, infrastructure placement, and long-term resilience.

Planning within the study area must recognize that environmental systems both constrain and enable future investment. Flood-prone and environmentally sensitive lands are often aligned with publicly owned open space and conservation areas, reinforcing their role as protective infrastructure and community assets. Decisions regarding land use intensity, access improvements, and public investment must therefore be informed by environmental performance, resilience, and long-term stewardship considerations.

PLANNING IMPLICATION 02

Historic & Cultural Assets

Historic and cultural resources – particularly Koreshan State Historic Site and the broader Estero context – function as anchors of identity within the Eco-Historic Study Area. Adopted plans and cultural resource studies emphasize the importance of preserving these assets while enhancing public understanding and access.

Existing conditions indicate that historic resources are closely tied to the Estero River and surrounding open space. Planning implications include the need to protect historic settings, avoid incompatible development patterns, and leverage cultural assets as organizing elements for public spaces, interpretation, and community identity.

PLANNING IMPLICATION 03

Open Space & Connectivity

Adopted plans consistently frame parks, trails, and open space as interconnected systems rather than isolated facilities. Existing conditions confirm that while the Eco-Historic Study Area benefits from a significant concentration of public and conservation lands, connectivity between these assets and surrounding neighborhoods is uneven.

Planning implications include the importance of prioritizing connections—particularly pedestrian and bicycle linkages—between residential areas, parks, trails, river access points, and civic destinations. Improving access to existing assets may be as impactful as creating new facilities and should be evaluated as part of a system-wide approach to open space and mobility.

PLANNING IMPLICATION 04

Transportation & Feasibility

Transportation conditions are a primary driver of feasibility within the Eco-Historic Study Area. Prior Village studies document the role of US-41 as a regional corridor with high traffic volumes, while existing conditions highlight its function as a barrier to local access and connectivity.

Planning implications include the need to balance regional mobility with local safety, access, and quality-of-life considerations. Transportation capacity, access management, and jurisdictional constraints must be understood early in the planning process, as they directly influence redevelopment potential, phasing, and the viability of public realm and connectivity improvements.



PLANNING IMPLICATION 05

Public Realm Investment

Existing conditions and adopted plans demonstrate that public realm investments play a critical role in shaping sense of place, access, and community identity. Recent corridor improvements, such as landscape upgrades along Estero Parkway, illustrate how targeted public investment can enhance environmental performance and reinforce local character.

Planning implications include recognizing public realm improvements as strategic tools that can support broader goals related to mobility, identity, and access. Future planning decisions should consider how public investments can be phased, coordinated, and aligned with existing environmental and transportation conditions.

PLANNING IMPLICATION 06

Land Use Flexibility, Economic Opportunity, & Accountability

The study area includes a range of zoning districts and Planned Development (PD) entitlements that provide flexibility in land use, intensity, and site design. Existing conditions and adopted Village policies indicate that this flexibility can be a powerful tool for supporting targeted economic development, provided it is applied in a manner that is accountable to environmental constraints, transportation capacity, and community priorities.

Market analysis, community input, and adopted policy direction collectively point toward demand for locally supportive development—including housing options and neighborhood-serving commercial uses—rather than large-scale or regionally oriented development. Within the study area, environmental systems, floodplain conditions, and access limitations naturally constrain where development can occur, creating a need to focus economic development efforts on appropriate locations and forms rather than broad expansion.

From a planning perspective, this creates a clear gap analysis condition: regional growth pressure exists, but opportunities within the study area are best suited to selective reinvestment that aligns with the area's environmental and historic context. Addressing this gap requires using land use flexibility strategically—directing development toward sites with existing infrastructure and access while ensuring that new investment supports community character, resilience, and quality of life.

Accountability is therefore as important as flexibility. Land use decisions should be evaluated based on their ability to:

- Support local residents and daily needs
- Reinforce walkability and multi-modal access
- Respect environmental systems and flood-prone conditions
- Contribute to long-term fiscal sustainability
- Align with adopted Village plans and community priorities

This approach positions economic development not as a competing objective, but as an integrated strategy that supports environmental stewardship, historic preservation, and community resilience. By aligning flexibility with accountability, the Village can better ensure that future development within the study area fills identified gaps while advancing the broader goals of this planning effort.

PLANNING IMPLICATION 07

Prioritization & Partnerships

The scale and complexity of issues within the study area, ranging from environmental protection to mobility and public access, highlight the importance of prioritization and collaboration. Adopted plans and prior studies reflect a clear understanding that not all improvements can occur simultaneously and that partnerships are essential to implementation.

Recommendations will identify near-term and long-term opportunities, coordinate across agencies and jurisdictions, and leverage partnerships to advance shared goals. Prioritization frameworks should consider feasibility, community benefit, environmental performance, and alignment with adopted policy direction.

SUMMARY

This framework establishes the analytical foundation for recommendations in this plan, clarifying how environmental systems, community assets, and transportation realities shape what is feasible and appropriate. They provide a shared understanding of existing conditions and adopted Village direction that will be tested and refined through community and stakeholder input and inform recommendations and implementation strategies.



AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 17, 2026

Agenda Item:

Resolution No. 2026-05: Sandy Lane Bike/Ped Improvements State Funding Termination

Adopt Resolution No. 2026-05

Background:

The Village of Estero received $450,000 in State Appropriations for the construction of a path, a bridge over the Estero River, landscaping, and street lighting along Sandy Lane. The funds will be administered by the Florida Department of Transportation (FDOT).

Funding for the Sandy Lane Bike/Ped Improvements has been removed from the Village Capital Improvement Plan. The project has been postponed providing more funding for other projects including the Estero SportsPark, Estero RiverPark and Bonita Estero Rail Trail.

Description:

The Florida Department of Transportation requires the Village Council to adopt a resolution to authorize the Village Manager to sign and execute the Funding Termination agreement.

Action Requested:

Adopt Resolution No. 2026-05

Process and Timeline:

After adoption, Village staff will provide the resolution and the signed termination agreement to FDOT Staff, effectively ending the Sandy Lane Bike/Ped Improvement Grant.

Financial Impact:

Adoption of resolution No. 2026-05 and execution of the termination agreement will end the $450,000 grant and all obligations associated with the grant.

Prepared by: David Willems, P.E.

Attachments:

1. Resolution No. 2026-05
2. Sandy Lane Grant Termination Agreement

RESOLUTION NO. 2026-05

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING TERMINATION OF GRANT AGREEMENT; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, on June 2nd 2023, the Village of Estero and Florida Department of Transportation (FDOT) entered into a Construction and CEI of Sandy Land Bicycle and Pedestrian Improvements Grant Agreement (the Agreement); and

WHEREAS, the Agreement required the grant funds be spent to develop the Bicycle and Pedestrian Improvements (the Project) within a timeline which the Village initially believed would be achievable; and

WHEREAS, subsequent to adoption of the Agreement, the Village Council approved of a re-prioritization of limited capital improvement funds to focus on development of the Estero Sports Park; and

WHEREAS, this re-prioritization has resulted in the inability of the Village to proceed with the Project within the timeline required by the Agreement; and

WHEREAS, the Village therefore has determined that it will not be able to meet the terms of the Agreement and so the Village and FDOT have agreed to terminate the Agreement; and

WHEREAS, the FDOT has a standard termination agreement which, among other things, requires a termination be approved by resolution of the agency governing board.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, THAT:

1. The Construction and CEI of Sandy Land Bicycle and Pedestrian Improvements Grant Agreement between the Village and FDOT is hereby terminated.

2. The Village Manager is authorized to execute the termination agreement.

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

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

DULY ADOPTED with a quorum present and voting this 17th day of June, 2026.

_____
Joanne Ribble, Mayor

Attest:

_____
Carol Sacco, Village Clerk

Docusign Envelope ID: 740ABB83-6ED0-4F6E-BDE9-972F3732D374

TERMINATION AGREEMENT
CONTRACT NUMBER: G2L37
FM# 450850-1-54-01
FAP# N/A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT made and entered into this ___ day of ,_____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter "DEPARTMENT") and **VILLAGE OF ESTERO** (hereinafter, "AGENCY").

WITNESSETH:

WHEREAS, the DEPARTMENT and the AGENCY on **June 02nd, 2023** entered into a State-Funded Grant Agreement (hereinafter, "Agreement") in connection with **Village of Estero/ Construction and CEI of Sandy Lane Bicycle and Pedestrian Improvements**; and

WHEREAS, the DEPARTMENT and the AGENCY have mutually agreed to terminate the agreement and services at the present status of completion and in accordance with Section 5 of the Agreement; and

WHEREAS, the DEPARTMENT has reimbursed the AGENCY under the terms of this Agreement the sum of $_0.00__ leaving a balance of **$0.00** still due and payable to the AGENCY by the DEPARTMENT.

NOW THEREFORE, in accordance with terms of the executed Agreement, the parties agree as follows:

1. The AGENCY agrees to termination of the Agreement dated **June 02nd, 2023** with the DEPARTMENT.
2. The AGENCY shall be reimbursed by the DEPARTMENT for all work completed up to and including the effective date of this Termination Agreement.
3. The AGENCY shall not be reimbursed for any work completed after the effective date of this Termination Agreement.
4. The AGENCY shall not be reimbursed for any work completed prior to the effective date of this Termination Agreement that fails to meet with the standards specified by the DEPARTMENT.
5. Upon execution of this Termination Agreement, the DEPARTMENT shall reimburse the AGENCY the sum of **$0.00**, which the AGENCY agrees to represent the balance due to the AGENCY and is the final payment for services rendered pursuant to the Agreement.

Docusign Envelope ID: 740ABB83-6ED0-4F6E-BDE9-972F3732D374

TERMINATION AGREEMENT
CONTRACT NUMBER: G2L37
FM# 450850-1-54-01
FAP# N/A

IN WITNESS WHEREOF, the **Village of Estero** has caused this agreement to be executed in its behalf, by the Village Manager or its designee, as authorized by **Resolution Number**_____, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee:

VILLAGE OF ESTERO

BY:
Title: VILLAGE MANAGER or DESIGNEE

ATTEST:
Title: Clerk

VILLAGE OF ESTERO LEGAL REVIEW:
Title:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY:
Title: DIRECTOR OF TRANSPORTATION DEVELOPMENT or DESIGNEE

DEPARTMENT LEGAL REVIEW:
DS
DC
Title:

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 17, 2026

Agenda Item:

Village Security System Request for Proposal (RFP) 10226

Approve the Evaluation Committee's ranking of firms for RFP 10226

Authorize the Village Manager to negotiate a contract with the top-ranked firm. If an agreement cannot be reached with the top ranked firm authorize the Village Manager to enter negotiations with the 2nd ranked firm.

Authorize the Village Manager to execute the contract and any related implementation documents within the approved scope of services on behalf of the Village of Estero and proceed with implementation of the security system.

Background:

The Village is seeking a comprehensive security solution to address the needs of its existing and future facilities. The current security system at Village Hall has become obsolete and no longer meets the Village's needs.

As the number of facilities owned and operated by the Village expands over the next several years, implementing an appropriate security system will be critical to allow the Village to continue to function as government light. Security systems are now able to actively monitor and operate facilities without onsite staff.

Description:

A Request for Proposal (RFP) for a Village Security System was issued on February 10, 2026. Following is a generally summary of what the Village is looking for in a new security system.

- Cloud-based system that will allow Village staff to monitor and operate facilities remotely
- Access controls that allow operational flexibility. Schedule open/close, fob or keypad

- Cameras with smart/AI capabilities. Notifications when people are in places they shouldn't be such as people in a restructured area or in the park after hours
- Assign specific authority to each individual user. i.e. SportsPark operator will only have access to SportsPark security
- Flexible and scalable
- Open architecture preferred but not required

The Village received proposals from the following four firms:

- Johnson Controls Security
- Mock Engineering
- AT&I Systems
- IREX AI Inc.

The evaluation team reviewed each proposal and attended product demonstrations from all four firms. Following the demonstrations, the Evaluation Committee met on June 2, 2026, to evaluate and rank the firms based on the criteria established in the RFP.

The evaluation team's rankings are as follows:

1. Mock Engineering Technologies
2. AT&I Systems
3. Johnson Controls
4. IRES AI Inc.

Mock Engineering Technologies is a local company with extensive experience installing similar security systems for private and public clients including the Lee County School District. They are proposing to use the Verkada (https://www.verkada.com/) cloud-based security system. Verkada is a robust security system that can meet the Village's current and future security needs.

Action Requested:

Approve the Evaluation Committee's ranking of firms for RFP 10226

Authorize the Village Manager to negotiate a contract with the top-ranked firm. If an agreement cannot be reached with the top ranked firm authorize the Village Manager to enter negotiations with the 2nd ranked firm.

Authorize the Village Manager to execute the contract and any related implementation documents within the approved scope of services on behalf of the Village of Estero and proceed with implementation of the security system.

Process and Timeline:

Village Staff will work with the selected firm to incorporate a project timeline into the security system contract.

Financial Impact:

There is no financial impact from this agenda item. The Village Manager and/or designated staff will negotiate and execute a security services agreement with the awarded vendor.

Prepared by: Steve Gillette

Attachments:

1. RFP Scoring Tabulation Sheet
2. Mock Engineering Proposal

RFP 10226 Village Security System	Firm Qualifications & Experience	Staff Qualifications & Experience	Project Approach	References	Cost Proposal	Total Points
	30%	20%	25%	15%	10%	100
VENDOR	Committee Scoring	Committee Scoring	Committee Scoring	Committee Scoring	Buyer Entered Score	
AT & I Systems	8.67	9.33	7.00	9.67	9.19	**85.86**
IREX AI Inc	6.67	7.00	5.67	5.00	0.00	**55.67**
Johhson Controls Security Systems LLC	9.00	9.33	8.67	9.00	0.00	**80.83**
Moretz Eng Tech DBA Mock Engeering Tech	9.33	9.33	7.00	10.00	10.00	**89.17**

Enter Scores 0-10, 10 is high	David Willems	David Willems	David Willems	David Willems
AT & I Systems	9	10	5	10
IREX AI Inc	8	8	5	5
Johhson Controls Security Systems LLC	10	10	10	10
Moretz Eng Tech DBA Mock Engeering Tech	10	10	6	10

Enter Scores 0-10, 10 is high	Michael Manning	Michael Manning	Michael Manning	Michael Manning
AT & I Systems	9	9	8	10
IREX AI Inc	5	7	6	5
Johhson Controls Security Systems LLC	7	8	7	8
Moretz Eng Tech DBA Mock Engeering Tech	9	9	8	10

Enter Scores 0-10, 10 is high	Tammy Duran	Tammy Duran	Tammy Duran	Tammy Duran
AT & I Systems	8	9	8	9
IREX AI Inc	7	6	6	5
Johhson Controls Security Systems LLC	10	10	9	9
Moretz Eng Tech DBA Mock Engeering Tech	9	9	7	10

Procurement Manager 6/2/26

Witness

6/2/2026

General Attachment: 01 Security Evaluation Signed.pdf

Section F

TAB 1-Executive Summary

A brief overview of Mock Engineering Technologies (MET) understanding of the Project objectives and scope:

Mock Engineering Technologies (MET) recognizes that the Village of Estero is seeking a comprehensive and future-ready security solution. The primary goal is to establish a unified, cloud-based platform for both video surveillance and access control, which will encompass all current and planned municipal facilities. This initiative represents more than just the adoption of new technology; it is a foundational step in supporting the Village's transition as it grows and acquires new public assets. The solution must offer consistent, scalable, and secure protection for people, property, and operations throughout the municipality.

The project's objective is to create and implement a cloud-native, ONVIF-compliant system that standardizes security operations across a variety of environments. These include administrative buildings, parks, recreational complexes, and future public works facilities. The system must be flexible enough to adapt to the unique operational requirements of each site, while also maintaining standardization. MET emphasizes the need for an open-architecture solution that avoids vendor lock-in, adheres to industry standards (such as ONVIF S/G/T/M and Mercury-based access control), and allows for seamless integration of hardware from multiple vendors as needs evolve.

The scope of work (SOW) includes the entire lifecycle of the system: engineering, design, procurement, installation, configuration, and ongoing support. This involves deploying high-resolution IP cameras with advanced analytics, implementing secure, role-based access control systems, and establishing centralized monitoring through a unified cloud dashboard. The solution must also feature robust cybersecurity measures, encrypted communications, and resilient infrastructure that relies on minimal onsite hardware. By leveraging cloud storage and management, the Village can significantly reduce maintenance requirements.

MET understands that the system must accommodate both existing facilities (Village Hall and Estero River Park) as well as future developments, such as the Entertainment Campus, River Oaks Preserve, and other municipal sites. Each location has distinct security needs, ranging from high-traffic surveillance and event management to remote monitoring of parks and environmentally sensitive areas. Addressing these requirements calls for an approach that is both flexible and standardized.

Ultimately, MET's understanding is that the Village aims to implement a scalable, secure, and user-friendly platform. This platform should enhance operational efficiency, enable centralized control, and support long-term growth. The solution must provide reliable performance, real-time visibility, and the capacity to expand as new facilities are added, ensuring a sustainable and future-proof security ecosystem for the Village of Estero.

A summary of the proposed delivery approach and overall system philosophy:

MET's delivery approach is based on a structured, lifecycle methodology to ensure the Village of Estero receives a fully integrated, scalable, and future-ready security system. The process is designed to minimize disruption and maximize long-term value. It begins with collaborative discovery and thorough requirements validation, engaging with Village stakeholders to refine site-specific needs, confirm operational priorities, and align security objectives across all facilities.

Comprehensive system design follows, including detailed camera layouts, access control schematics, and network architecture. Each component is tailored to its environment, while also conforming to the Village's standards for consistency and interoperability. Implementation proceeds in a phased and coordinated manner, prioritizing existing facilities like Village Hall and aligning deployment schedules with the construction timelines of new parks and buildings. MET emphasizes quality-controlled installation, rigorous testing, and formal commissioning to verify system performance, cybersecurity compliance, and reliability.

Training and documentation are essential elements of MET's approach, ensuring Village staff are fully prepared to manage and operate the system from the outset. Post-deployment, MET provides ongoing support, maintenance options, and as-needed services to guarantee the system remains optimized and responsive to evolving needs.

The overall system philosophy is built on a cloud-first, open-architecture model, emphasizing flexibility, security, and long-term sustainability. MET is committed to delivering a non-proprietary, ONVIF-compliant platform that enables the Village to integrate best-of-breed technologies and avoid vendor lock-in. Centralized management through a unified cloud interface allows for real-time monitoring, streamlined access control, and efficient administration across all sites, regardless of their size or complexity.

The concept of scalability is central to the design, ensuring the system can expand seamlessly as new facilities are added, without requiring extensive reinvestment or redesign. The philosophy also prioritizes minimizing onsite hardware by utilizing cloud services and edge devices, which reduces maintenance needs and increases system resilience.

At its core, MET's approach delivers a standardized yet adaptable security ecosystem. This ensures consistent performance across all Village facilities while providing the flexibility to meet the unique demands of each site and support future growth.

Identification of key differentiators that distinguish MET from other respondents:

- Established in Southwest Florida since 1986
- Registered/Resides as a local Lee County business
- Holds a State of Florida Contractor License
- Official Verkada Partner
- Extensive experience with local government projects, including work for the Lee County School District, South Trail Fire District, Lee County Mosquito Control District, Peace River Manasota Regional Water Supply Authority, Lee County Sheriff's Department and City of Fort Myers
- Specializing in Low Voltage Systems (Cameras, Door Access, Cat 6/6A Data Cable, SM/MM Fiber Optics)

1 high-level description of relevant experience with similar municipal or public sector projects:

MET installed Cat 6 cable, fiber optic cable, and cameras in +35 schools over the last 5 years for Lee County School District. Initial installation included up to 150 cameras per site and now installing retrofit/adds of up to 100 cameras per site.

Confirmation of MET's ability to meet the schedule, coordination, and long-term support expectations of the Village:

Throughout the past four decades, MET has consistently managed scheduling, coordination, and ongoing support for numerous clients during initial installations, modifications, and upgrades in alignment with client timelines. MET collaborates closely with each client to ensure schedules are adhered to and future projects are efficiently planned. By speaking to our clients, the Village will also confirm our ability to meet the schedule, coordination, and long-term support expectations of the Village.

Section F

TAB 2-Firm Qualifications & Experience

Company Organizational Chart:

MET was founded in 2021 to address the need for highly skilled and innovative technology services in southwest Florida and specifically for voice/data/video applications. MET's office is located at 2240 Hemingway Drive, Suite H, Fort Myers, FL 33912.

Forrest and Debra Moretz are the company's principals. There are 2 managers and 6 field Technicians.

- Date of inception for MET is 12/06/2021.
- Forrest (49%) and Debra (51%) own 100% of the company's stock.
- Forrest and Debra purchased Mock Engineering, Inc. from George and Geneva Mock, after working at Mock Engineering, as managers from 1986 (Forrest) and 1992 (Debra) to 2021.

Licenses and Certifications:

See attached for:

MET-Business License

Joshua Moretz-State of FL Electrical Contractor as a Limited Energy Systems Specialist (Low Voltage)

George Mock-RCDD Registered Communications Distribution Designer

Mock Engineering-Leviton Certified Cabling System Partner

Mitch Wyatt-Registered Leviton Telcom Certified Installer

Mitch Wyatt-FOTEC Fiber Optic Training

OSHA 10 Certified-Carlos Perez, Ethan Barnhart, Travis Crawford, Connor Wikstrom, Tabitha Palmer, Joshua Moretz, Forrest Moretz, Lauren Moretz, Thomas "Mitch" Wyatt

CJI Certification-Ethan Barnhart, Harlan "Travis" Crawford, Thomas M. Wyatt, Connor Wikstrom, Carlos Perez

Proposed Subcontractors:

Not Applicable.

Lee County Tax Collector
Noelle Branning

Business Tax Receipt

MORETZ ENGINEERING TECHNOLOGIES LLC
MORETZ ENGINEERING TECHNOLOGIES LLC
DBA MOCK ENGINEERING TECHNOLOGIES
2240 HEMINGWAY DR SUITE H
FORT MYERS, FL 33912

Dear Business Owner:

Your **2025 - 2026** Lee County Business Tax Receipt is attached below for account number / receipt number: **1078951 / 2202376**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

R. Noelle Branning

Lee County Tax Collector

2025-2026
LEE COUNTY BUSINESS TAX RECEIPT

Account Number: 1078951
Receipt Number: 2202376
State License Number: ES12002092

Account Expires: September 30, 2026

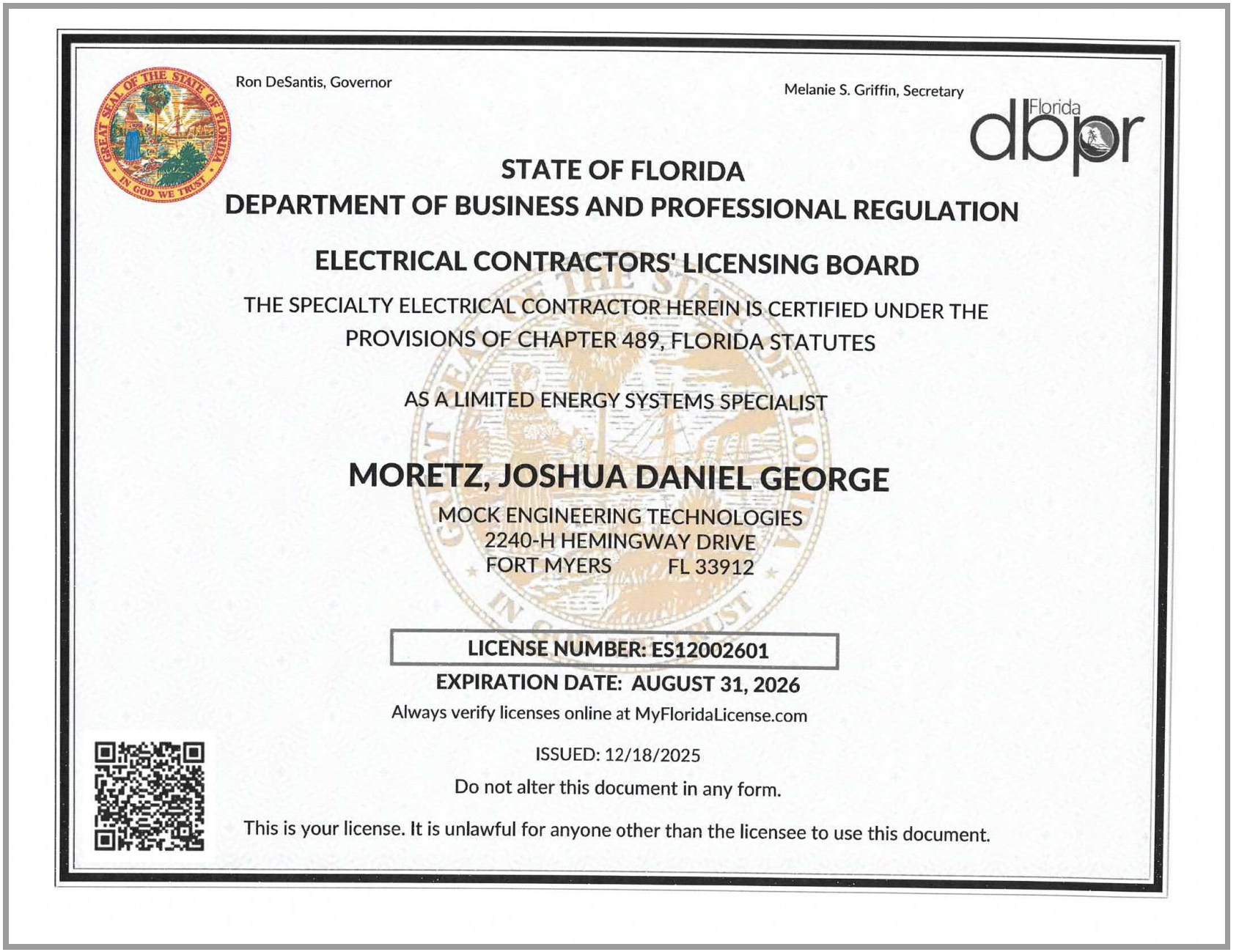
Location:
2240 HEMINGWAY DR SUITE H
FORT MYERS, FL 33912

May engage in the business of:
ELECTRICAL SPECIALTY - LOW VOLTAGE CONTRACTOR
THIS BUSINESS TAX RECEIPT IS NON REGULATORY

MOCK ENGINEERING TECHNOLOGIES
MORETZ ENGINEERING TECHNOLOGIES LLC
MORETZ ENGINEERING TECHNOLOGIES LLC
DBA MOCK ENGINEERING TECHNOLOGIES
2240 HEMINGWAY DR SUITE H
FORT MYERS, FL 33912

Payment Information:		
PAID	INT-00-03585708	07/08/2025
		$ 50.00

General Attachment: 02 Village of Estero Proposal.pdf



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AS A LIMITED ENERGY SYSTEMS SPECIALIST

MORETZ, JOSHUA DANIEL GEORGE

MOCK ENGINEERING TECHNOLOGIES
2240-H HEMINGWAY DRIVE
FORT MYERS FL 33912

LICENSE NUMBER: ES12002601

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/18/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

General Attachment: 02 Village of Estero Proposal.pdf



LEVITON TELCOM

RECEIVED JUL 22 1996

July 15, 1996

George Mock
Mock Engineering, Inc.
1198 Hemingway Dr.
Ft. Myers FL 33912

LEVITON TELCOM
2222 - 222ND STREET SE
BOTHELL, WA 98021-4422
U.S.A.
206/486-2222
206/485-3373 FAX
206/485-5100 VMX

A DIVISION OF LEVITON MFG. CO., INC.

Dear Mr. Mock:

Thank you and congratulations on becoming a Leviton Certified Cabling System partner. Your Partner Certification # is:

96062502

In approximately two weeks you will receive your official document of certification along with certificates for your participating staff and a plaque for your offices. If you have questions about the program in the meantime, please don't hesitate to call me at 206-486-2222 ext.439.

Thank you for your support of Leviton Telcom and welcome to the program.

Best Regards,

Susan Hutsinpiller
Certified Cabling System Program Manager

mw

cc: field representative

EXCELLENCE IN FRAME-TO-STATION CONNECTIVITY & SUPPORT.

Leviton CCS Program Partner Certification

Mock Engineering, Inc.

Mock Engineering, Inc., has met Leviton's Certified Cabling System (CCS) Program Partner selection criteria and has successfully completed the program training. Therefore, **Mock Engineering, Inc.,** is hereby certified as a Leviton CCS Program Partner, and as such is authorized by Leviton to design and install Leviton Certified Cabling Systems, and to support the Leviton CCS 15 Year Applications Assurance and Lifetime Extended Warranty

Mock Engineering, Inc., has agreed to conform to all Leviton specified and TIA/EIA compliant installation practices as presented in Leviton's certified installer training program. In addition **Mock Engineering, Inc.,** agrees to install only Leviton approved products and category compliant cabling.

Approved systems designed for TIA/EIA-568A channel performance and registered with Leviton by a certified CCS Program Partner are covered by the Leviton CCS Program Applications Assurance and Extended Warranty.

CERTIFIED CABLING SYSTEM
15 YEAR APPLICATION ASSURANCE &
LIFETIME EXTENDED WARRANTY

Leviton's approved Certified Cabling System products, when properly installed in both the telecommunications closet and the work area by Leviton Certified Cabling System (CCS) Program Partners with the appropriate category rated cable in strict compliance with the electrical performance criteria of the TIA/EIA-568A standard will support and conform to EIA/TIA-568A specifications covering ANY CURRENT OR FUTURE APPLICATION which supports transmission over a properly constructed horizontal cabling system premises network link which meets the channel performance as described in Annex E of TIA/EIA-568A. In addition, these same Leviton products will be free from defects in material or faulty workmanship for as long as they are installed in a certified cabling system.

The specific terms and conditions of the 15 Year Applications Assurance and Lifetime Extended Warranty are set forth in the Leviton CCS Program Partner Agreement.

96062502	June 25, 1996
Certification Number	Certification Date
Leviton CCS Program Manager	7-24-96 Date
Leviton Marketing Manager	7/24/96 Date

It is hereby recognized that

Thomas Mitchell Wyatt

is a Registered Leviton Telcom Certified Installer.

Communications cabling systems installed
by the above on behalf of
Mock Engineering, Inc.
are eligible for Leviton's *Certified Cabling System*
Applications Assurance & Extended Warranty.

LEVITON CERTIFIED CABLING SYSTEM

LEVITON TELCOM

Susan Hutsinpiller
CCS Program Administrator

Peter Newman
Marketing Manager

7-16-96
Date

Excellence in Frame-to-Station Connectivity and Support℠

fotec

the fiber optic test equipment company

Certificate of Completion

Fotec certifies that MITCH WYATT

has successfully completed a fiber optic training seminar on

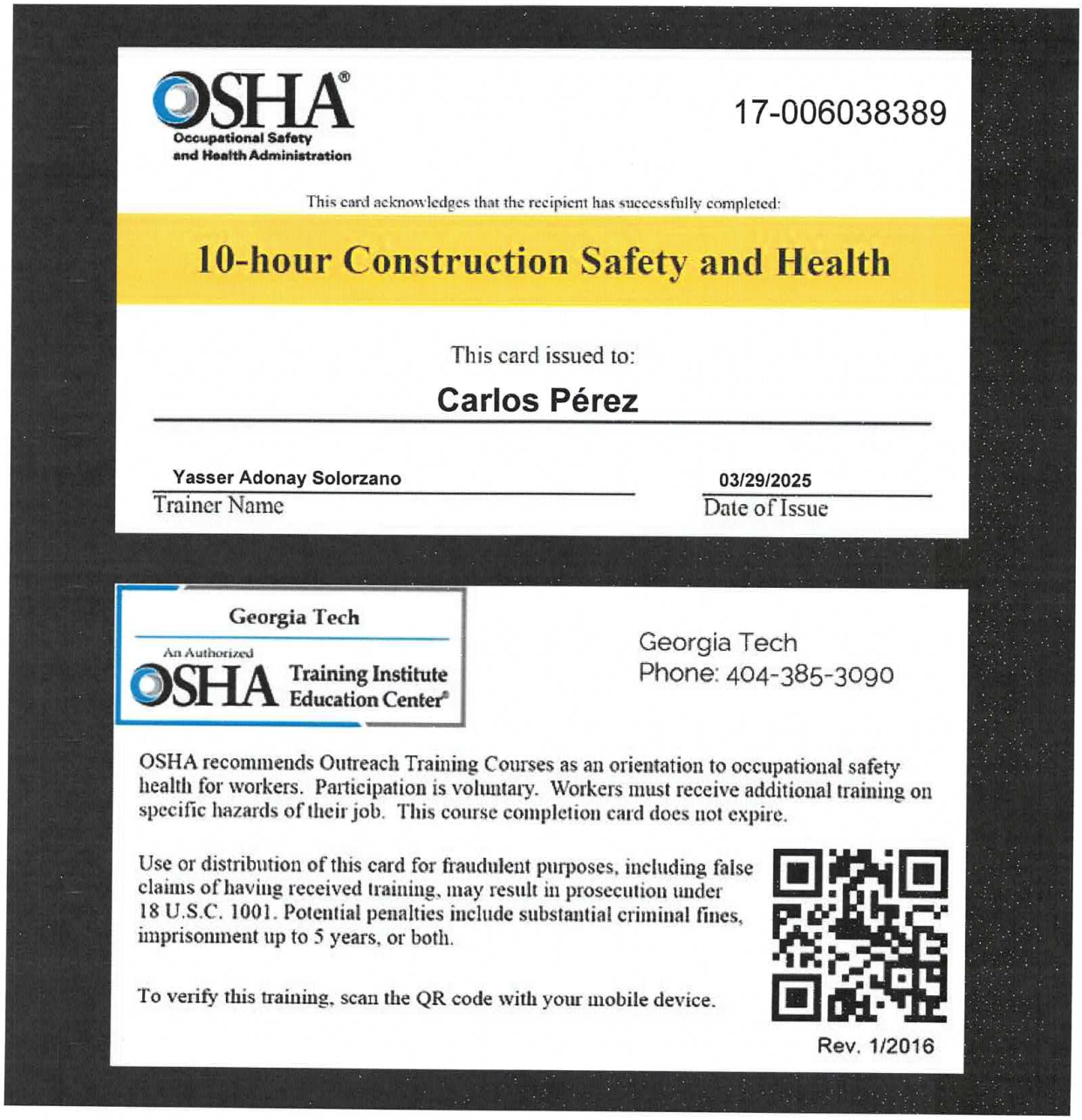
The Basics of Fiber & FDDI

Date MARCH 15, 1994

Instructor Jim Hayes

Location ORLANDO, FLORIDA

fotec incorporated, the schrafft center, box 246, boston, massachusetts 02129
toll free 800-537-8254 (617) 241-7810 fax (617) 241-8616 telex 501372 fotec



OSHA®
Occupational Safety and Health Administration

17-006038389

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Carlos Pérez

Yasser Adonay Solorzano
Trainer Name

03/29/2025
Date of Issue

Georgia Tech
An Authorized OSHA Training Institute Education Center®

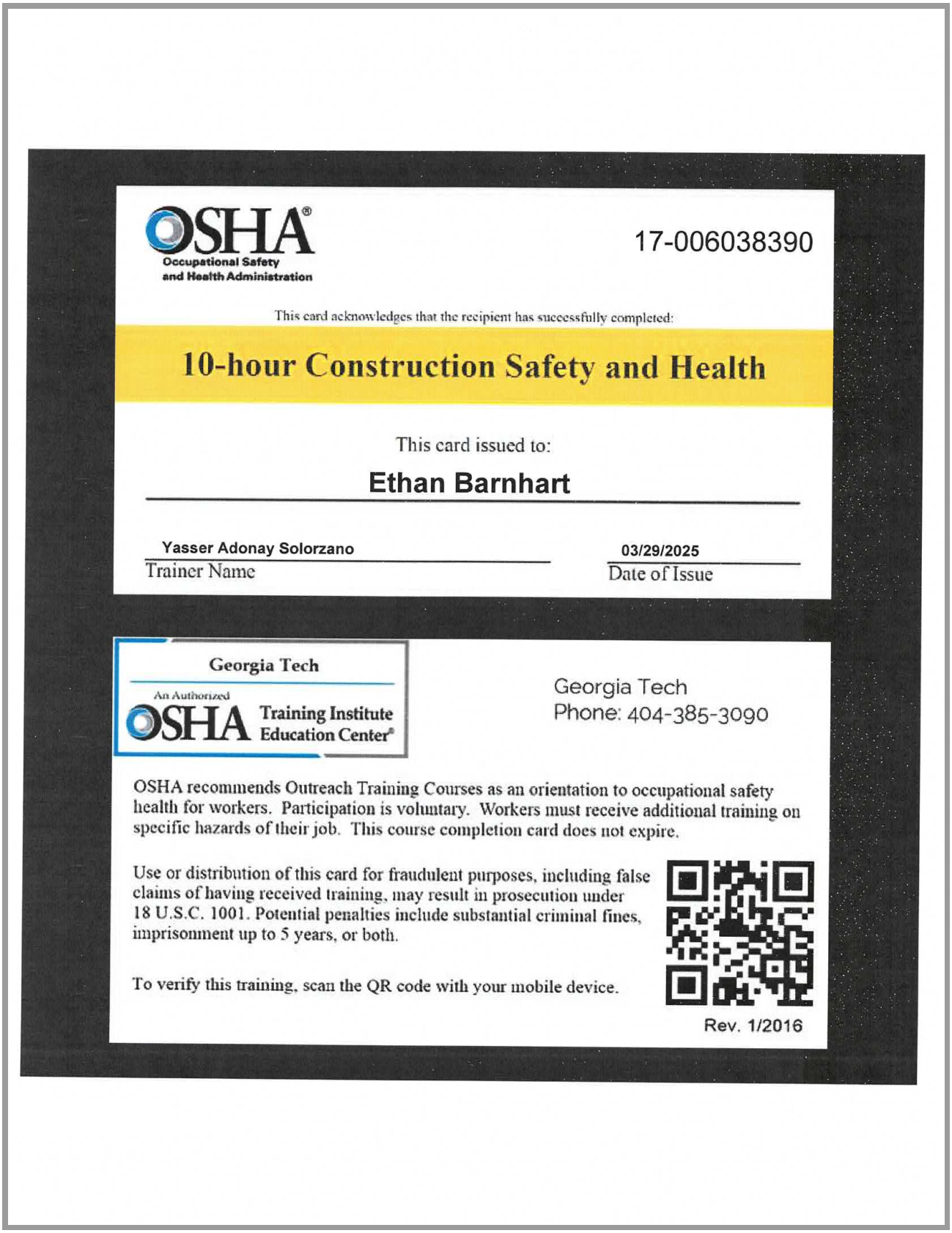
Georgia Tech
Phone: 404-385-3090

OSHA recommends Outreach Training Courses as an orientation to occupational safety health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training, scan the QR code with your mobile device.

Rev. 1/2016



OSHA®
Occupational Safety and Health Administration

17-006038390

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Ethan Barnhart

Yasser Adonay Solorzano
Trainer Name

03/29/2025
Date of Issue

Georgia Tech
An Authorized OSHA Training Institute Education Center®

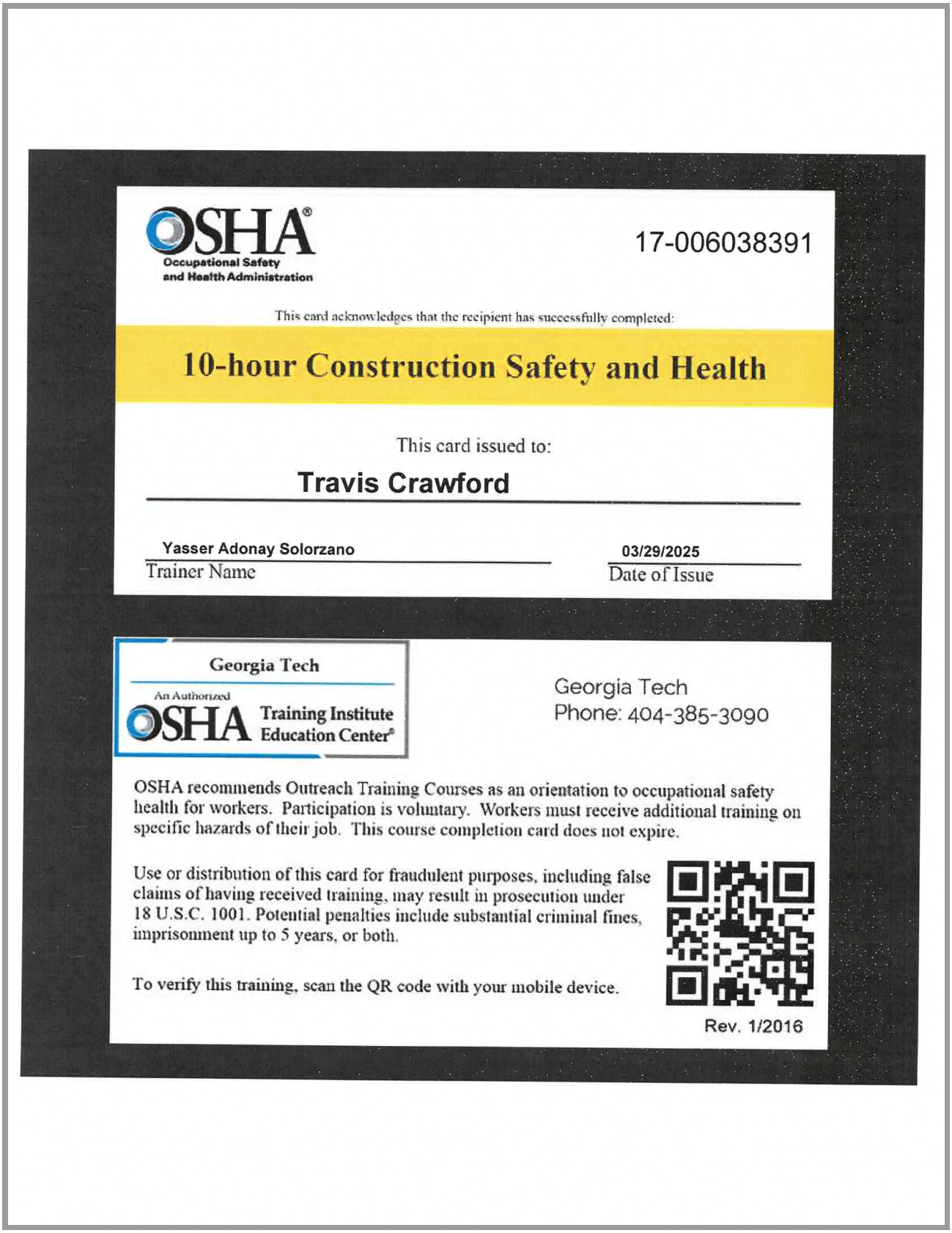
Georgia Tech
Phone: 404-385-3090

OSHA recommends Outreach Training Courses as an orientation to occupational safety health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training, scan the QR code with your mobile device.

Rev. 1/2016



OSHA®
Occupational Safety and Health Administration

17-006038391

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Travis Crawford

Yasser Adonay Solorzano
Trainer Name

03/29/2025
Date of Issue

Georgia Tech
An Authorized OSHA Training Institute Education Center®

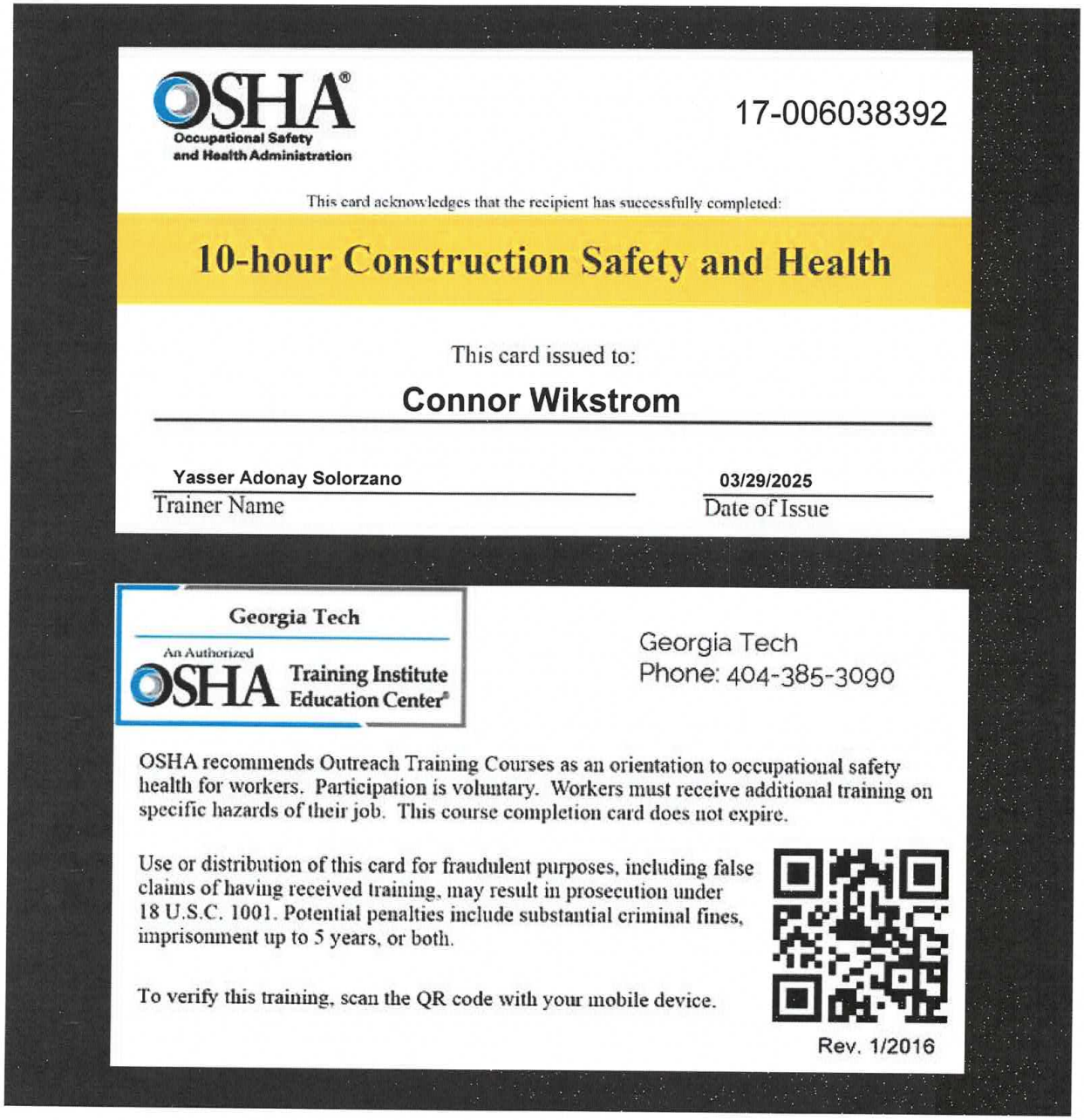
Georgia Tech
Phone: 404-385-3090

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Rev. 1/2016



OSHA®
Occupational Safety and Health Administration

17-006038392

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Connor Wikstrom

Yasser Adonay Solorzano
Trainer Name

03/29/2025
Date of Issue

Georgia Tech
An Authorized OSHA Training Institute Education Center®

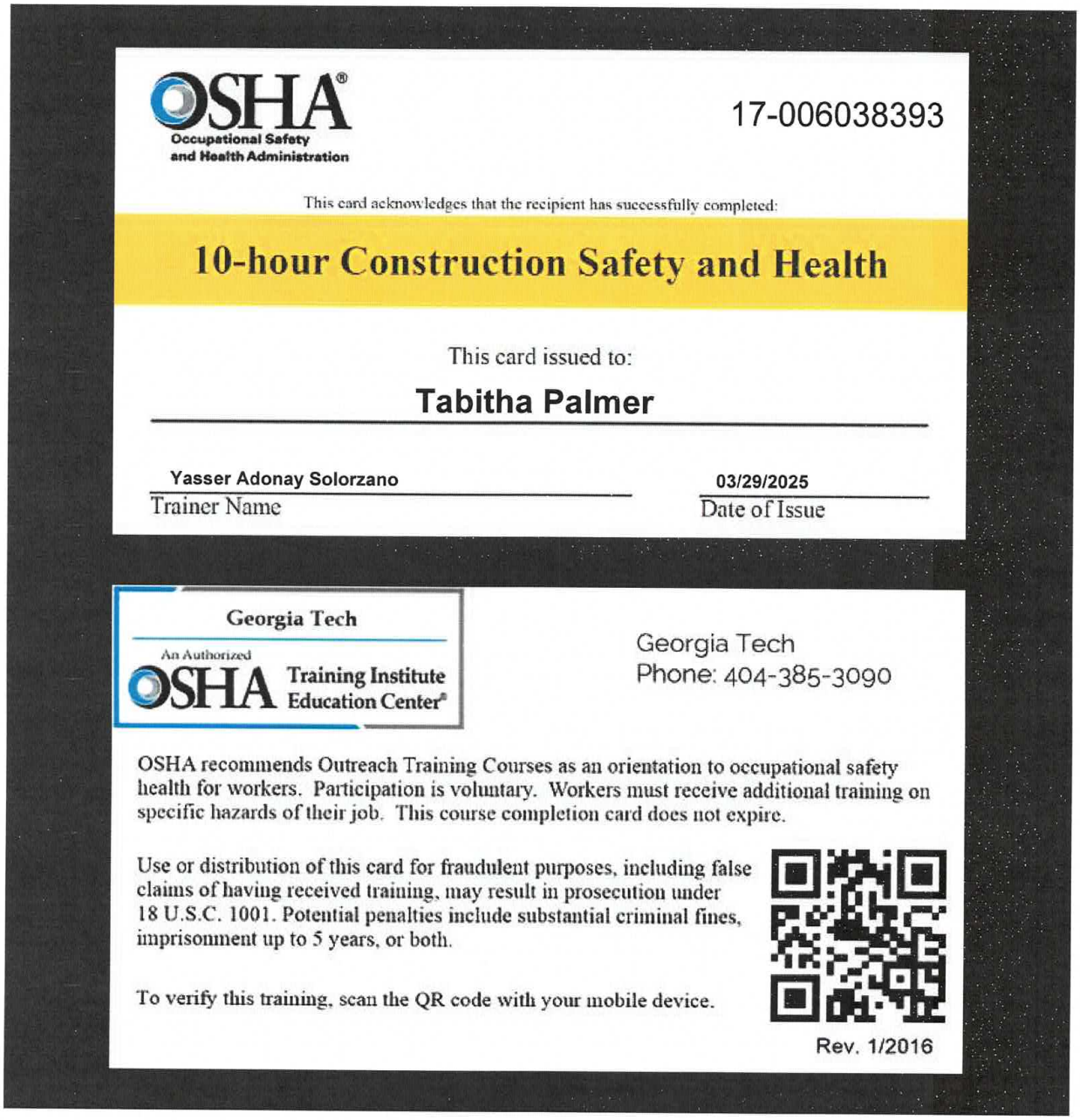
Georgia Tech
Phone: 404-385-3090

OSHA recommends Outreach Training Courses as an orientation to occupational safety health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

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Rev. 1/2016



OSHA®
Occupational Safety and Health Administration

17-006038393

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Tabitha Palmer

Yasser Adonay Solorzano
Trainer Name

03/29/2025
Date of Issue

Georgia Tech
An Authorized OSHA Training Institute Education Center®

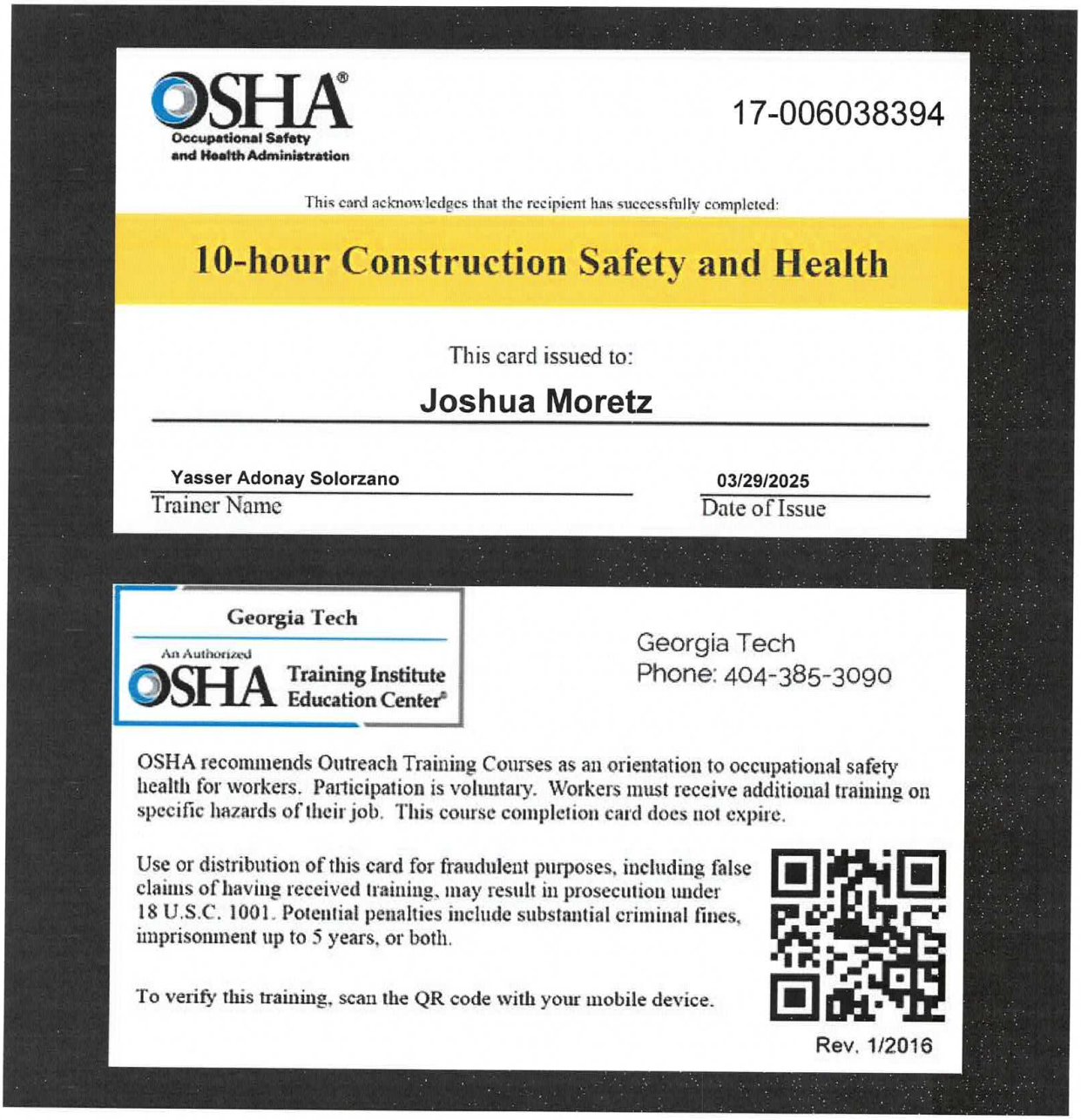
Georgia Tech
Phone: 404-385-3090

OSHA recommends Outreach Training Courses as an orientation to occupational safety health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

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Rev. 1/2016



OSHA®
Occupational Safety and Health Administration

17-006038394

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Joshua Moretz

Yasser Adonay Solorzano
Trainer Name

03/29/2025
Date of Issue

Georgia Tech
An Authorized OSHA Training Institute Education Center®

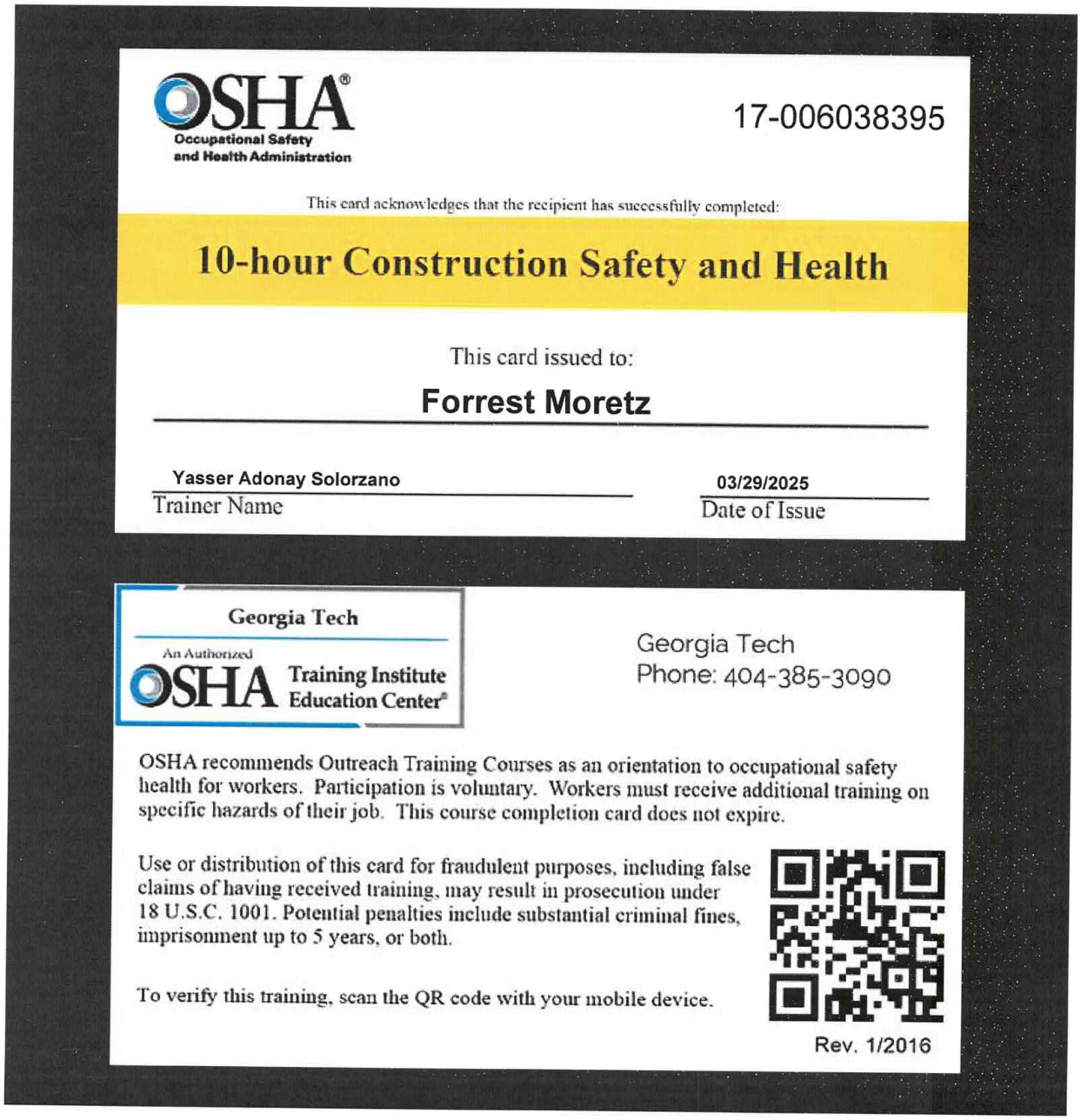
Georgia Tech
Phone: 404-385-3090

OSHA recommends Outreach Training Courses as an orientation to occupational safety health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training, scan the QR code with your mobile device.

Rev. 1/2016



OSHA®
Occupational Safety and Health Administration

17-006038395

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Forrest Moretz

Yasser Adonay Solorzano
Trainer Name

03/29/2025
Date of Issue

Georgia Tech
An Authorized OSHA Training Institute Education Center®

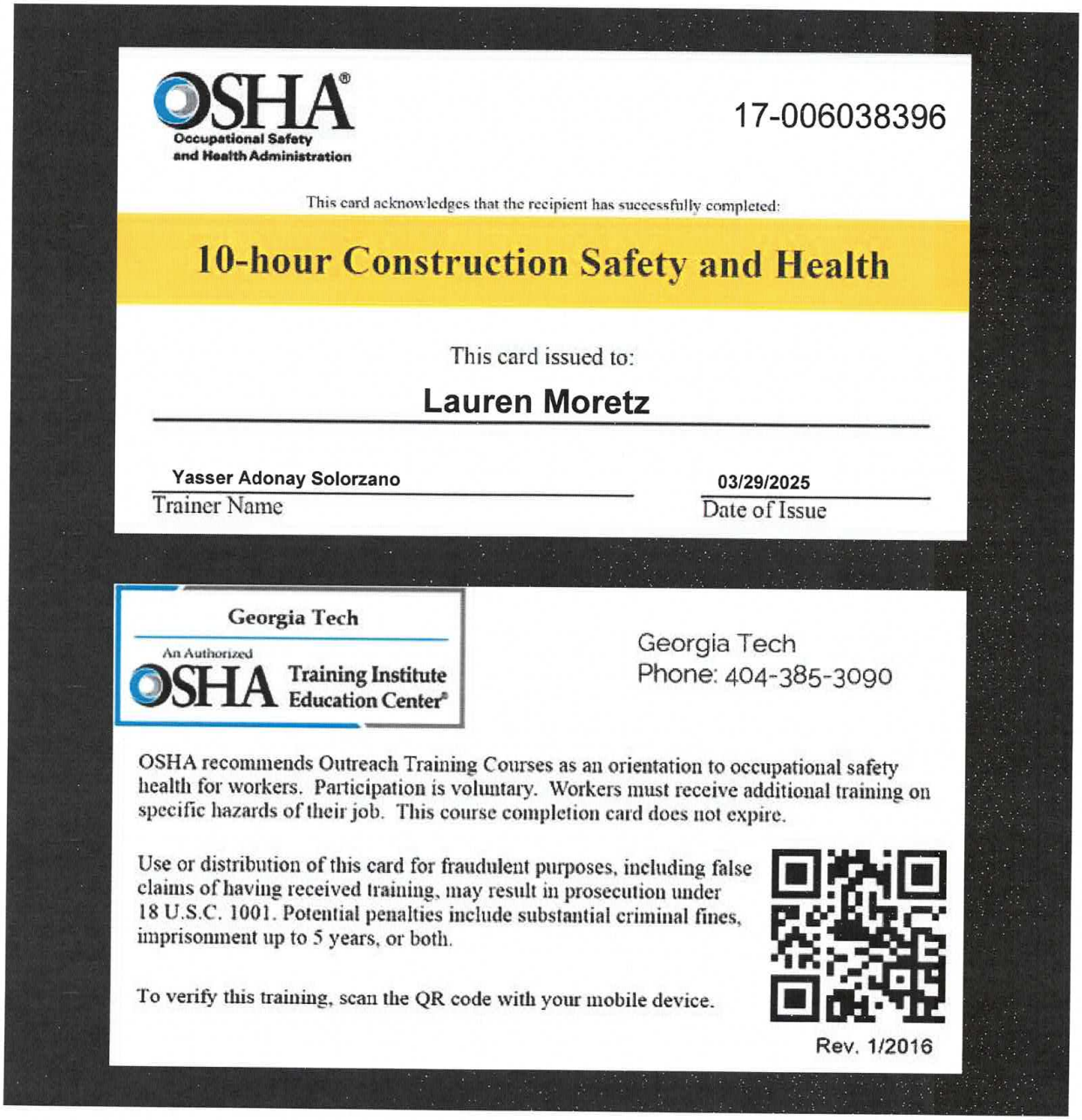
Georgia Tech
Phone: 404-385-3090

OSHA recommends Outreach Training Courses as an orientation to occupational safety health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

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Rev. 1/2016



OSHA®
Occupational Safety and Health Administration

17-006038396

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Lauren Moretz

Yasser Adonay Solorzano
Trainer Name

03/29/2025
Date of Issue

Georgia Tech
An Authorized OSHA Training Institute Education Center®

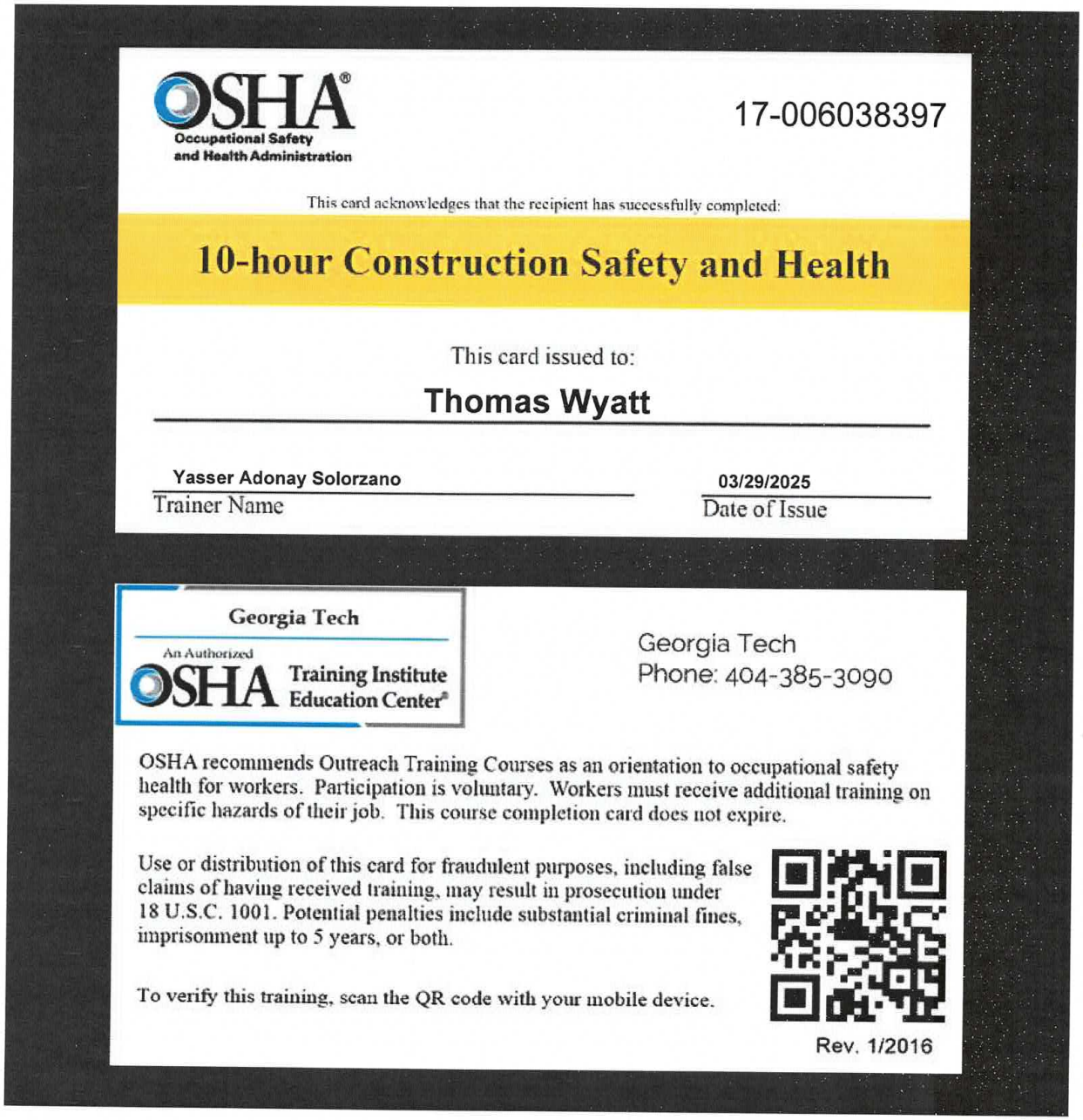
Georgia Tech
Phone: 404-385-3090

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To verify this training, scan the QR code with your mobile device.

Rev. 1/2016



OSHA®
Occupational Safety and Health Administration

17-006038397

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Thomas Wyatt

Yasser Adonay Solorzano
Trainer Name

03/29/2025
Date of Issue

Georgia Tech
An Authorized OSHA Training Institute Education Center®

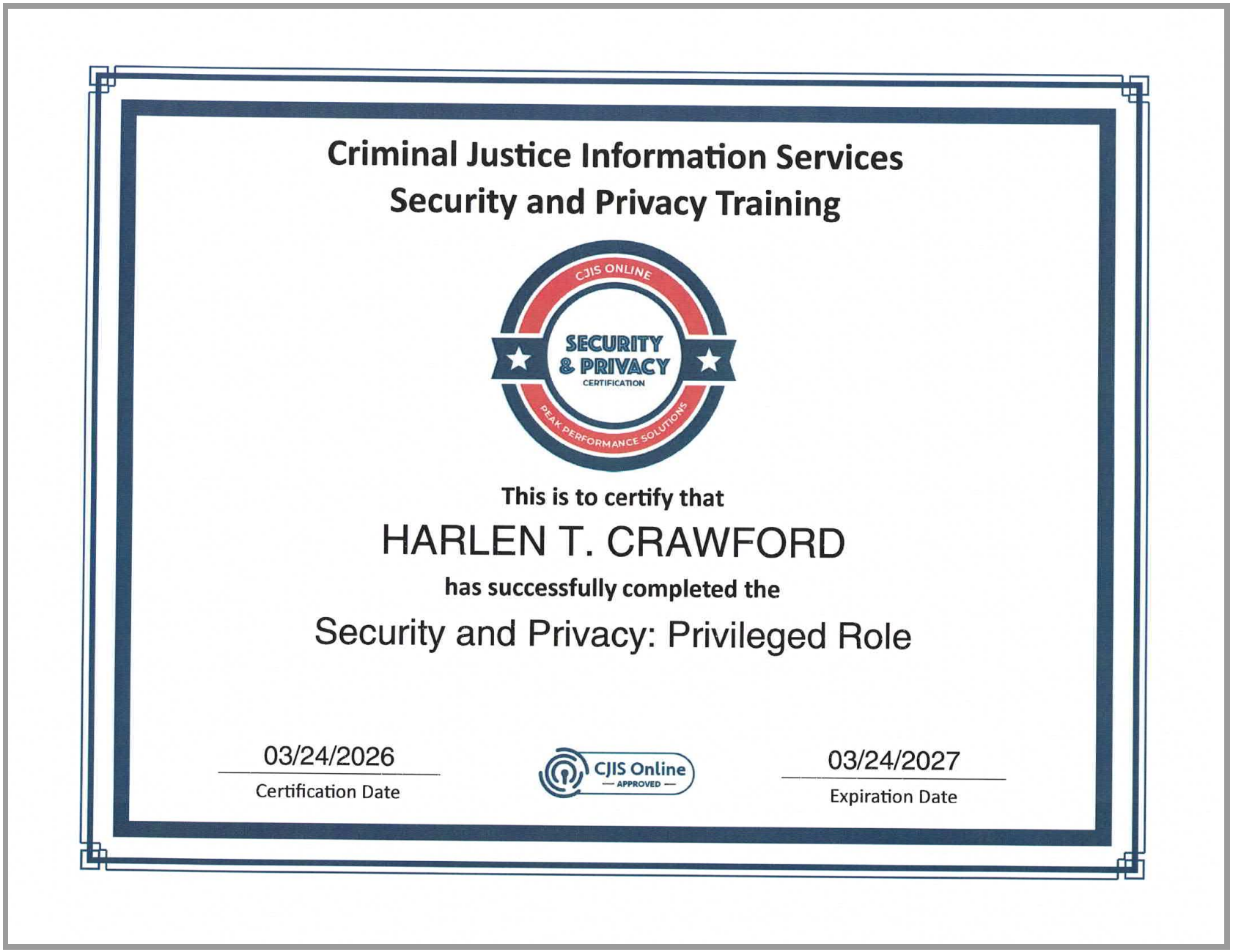
Georgia Tech
Phone: 404-385-3090

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Rev. 1/2016


Criminal Justice Information Services
Security and Privacy Training
CJIS ONLINE
SECURITY & PRIVACY
CERTIFICATION
PEAK PERFORMANCE SOLUTIONS
This is to certify that
HARLEN T. CRAWFORD
has successfully completed the
Security and Privacy: Privileged Role
03/24/2026
Certification Date
CJIS Online
APPROVED
03/24/2027
Expiration Date

Criminal Justice Information Services
Security and Privacy Training

This is to certify that

THOMAS M. WYATT

has successfully completed the

Security and Privacy: Privileged Role

03/26/2026
Certification Date

CJIS Online — APPROVED —

03/26/2027
Expiration Date

Criminal Justice Information Services
Security and Privacy Training

CJIS ONLINE
SECURITY & PRIVACY
CERTIFICATION
PEAK PERFORMANCE SOLUTIONS

This is to certify that

ETHAN G. BARNHART

has successfully completed the

Security and Privacy: Privileged Role

03/24/2026
Certification Date

CJIS Online
APPROVED

03/24/2027
Expiration Date



Criminal Justice Information Services
Security and Privacy Training

CJIS ONLINE
SECURITY & PRIVACY
CERTIFICATION
PEAK PERFORMANCE SOLUTIONS

This is to certify that

CONNOR WIKSTROM

has successfully completed the

Security and Privacy: Privileged Role

03/23/2026
Certification Date

CJIS Online
— APPROVED —

03/23/2027
Expiration Date

Criminal Justice Information Services
Security and Privacy Training

This is to certify that

CARLOS J. PEREZ

has successfully completed the

Security and Privacy: Privileged Role

03/23/2026
Certification Date

CJIS Online — APPROVED —

03/23/2027
Expiration Date

Related Experience:

- Lee County School District
  - Brian Roach, brianwr@leeschools.net 239-337-8558
  - Installed Cat 6 Cable (jacks, patch panels), fiber optics, conduit, installed cameras for surveillance camera projects for 35+ schools over 6+ years
  - Multiple contracts starting in 2016, 2019, 2021, 2025
  - Multiple-Contract Value $2,000 to $40,000
  - 2016-2026 ongoing (finished latest school Trafalgar 3-29-2026)
- Suncoast Beverage
  - Ross Hedvicek, rossh@suncoastbev.com 239-334-3520
  - Installed 900 Cat 6 Data Ports (including 100+ Cameras, 100+ Access Points, 43 Door Access), Single Mode Fiber Optics for 2 buildings (Main/Shop)-12 IDF Backbone and 4 External Gate Access for Property. Install 100 Cameras/Server, 100 Access Points, 14 PoE Switches, 43 Door Access/Controller, 4 Gate Access/Controller and 2-298" Projection Screens and 2-Projectors, Paging/Music Speakers (60), Crestron System with Shure Mics. Installed Ring Central Phone System.
  - Multiple contracts over 10 years at multiple locations
  - Last contract was +$1,000,000
    - Preconstruction 11/2023-3/2024 and Construction 3/2024-6/2025
    - Ongoing support as needed
- Sanctuary Golf Club
  - Michelle Cote-CFO, mcote@sanctuarygc.net 239-472-6616
  - Installed 100+ Cat 6 Data, Verkada Cameras, Sensors and Multiple Phone Systems (Toshiba and Ring Central). Installed Speakers and projector.
  - Multiple contracts over 11 years (Hurricane repairs)
  - Last contract was +$55,000.00

References:

See Attached

EMAIL REFERENCE REQUEST FORM

ITN #N257511DO, Wiring - Structured Cabling and Phone Systems Installation & Support

CLIENT TO COMPLETE AND RETURN VIA EMAIL TO THE SCHOOL DISTRICT OF LEE COUNTY

REQUESTING AGENCY: **SCHOOL DISTRICT OF LEE COUNTY, FLORIDA**

PROPOSER'S NAME: Moretz Engineering Technologies LLC DBA Mock Engineering Technologies

CLIENT AGENCY/FIRM PROVIDING REFERENCE: Suncoast Beverage Sales Inc

CLIENT's INDIVIDUAL NAME: Ross Hedvicek

EMAIL ADDRESS: rossh@suncoastbev.com **PHONE:** 239-334-3520

In response to Invitation to Negotiate No. N257511DO, the School District of Lee County requires interested Proposers to submit client references for a minimum of three (3) prior engagements for which the Proposer has served in this capacity.

Instructions to Proposers: Complete the Proposer Name and distribute this form to a minimum of three (3) clients and request the form be completed and returned in compliance with the Instructions to Client References. Proposer's **clients** shall email the completed Reference Form to DerekJO@leeschools.net, and references shall only be accepted from the Proposers client's email address. References may include no more than one reference from the School District of Lee County.

Instructions to Client References: Complete this reference questionnaire and return it no later than **2:00 PM** EST, **October 9, 2025**, via email, to DerekJO@leeschools.net.

1. Is the Proposer currently providing services for your organization or have they provided support for this service in the past 3 years? Yes X No ____
   For what duration were the services provided? The last 5 years at this job, another 20 at my previous job.
2. What services were provided by the Proposer to the organization? Cabling (cat5/6, fiber, coax, phone)
   cameras, door access, audio visual, design services.
3. What was the size of the project/services? ~$1million on the last project alone
4. Were the services provided as part of a performance-based contract, or another type of contract? ____
   Normal bid contract
5. Describe the performance requirements or measure of success, and the successful and less than successful services delivered.
   Value, scope, flexibility to changes. All requirements were met in a timely manner.
6. Was the Proposer able to meet the stated goals? Describe the type and amount of savings realized as a result of the Proposer's services?
   Yes, all stated goals were met on time and on or under budget.
7. Please rate the Proposers knowledge and expertise of the individual's assigned to the project. (5 being excellent, 1 being unacceptable) 5

8. Please list Proposers principle representatives involved in the project. Please rate them individually. Comment on the skills, knowledge, behaviors or other factors based on the rating. (5 being excellent, 1 being unacceptable)

Name: Travis Crawford Rating: 5

Name: Mitch Wyatt Rating: 5

Name: Connor Wikstrom Rating: 5

Name: Josh Moretz Rating: 5

Name: Carlos Perez Rating: 5

Name: Ethan Barnhart Rating: 5

Comments: Debra and Forest Moretz were also heavily involved. Everyone was knowledgeable about their area and performed admirably.

9. Please rate the dynamics/interaction between the Proposer's staff and the Client the staff. (5 being excellent, 1 being unacceptable) 5

10. Which aspect(s) of the Proposers services are most satisfied? Flexibility to change. We had several not insignificant changes during this project and they were adapted to and handled expediently

11. Which aspect(s) of the Proposers services are least satisfied? Can't think of anything.

12. Please rate the satisfaction with the Proposers response time to questions and/or issues. (5 being excellent, 1 being unacceptable) 5

13. Would you recommend the Proposers services again? Yes, they are and will continue to be a primary contractor for the types of services they provide.

Email completed form to DerekJO@leeschools.net and copy the Proposer before **2:00 PM** EST on **October 9, 2025**

EMAIL REFERENCE REQUEST FORM

ITN #N257511DO, Wiring - Structured Cabling and Phone Systems Installation & Support

CLIENT TO COMPLETE AND RETURN VIA EMAIL TO THE SCHOOL DISTRICT OF LEE COUNTY

REQUESTING AGENCY: SCHOOL DISTRICT OF LEE COUNTY, FLORIDA

PROPOSER'S NAME: Moretz Engineering Technologies LLC DBA Mock Engineering Technologies

CLIENT AGENCY/FIRM PROVIDING REFERENCE: The Sanctuary Golf Club, Inc

CLIENT's INDIVIDUAL NAME: Michelle Cote

EMAIL ADDRESS: mcote@sanctuarygc.net **PHONE:** 239-472-6616

In response to Invitation to Negotiate No. N257511DO, the School District of Lee County requires interested Proposers to submit client references for a minimum of three (3) prior engagements for which the Proposer has served in this capacity.

Instructions to Proposers: Complete the Proposer Name and distribute this form to a minimum of three (3) clients and request the form be completed and returned in compliance with the Instructions to Client References. Proposer's **clients** shall email the completed Reference Form to **DerekJO@leeschools.net**, and references shall only be accepted from the Proposers client's email address. References may include no more than one reference from the School District of Lee County.

Instructions to Client References: Complete this reference questionnaire and return it no later than **2:00 PM** EST, **October 9, 2025**, via email, to DerekJO@leeschools.net.

1. Is the Proposer currently providing services for your organization or have they provided support for this service in the past 3 years? Yes X No ____
   For what duration were the services provided? We have worked with them for 8+ yrs.
2. What services were provided by the Proposer to the organization? Cat 6 Cable, Fiber Optics, Cameras, Door Access, Wi-Fi and Design Services, Phone System
3. What was the size of the project/services? Over $150k over the years
4. Were the services provided as part of a performance-based contract, or another type of contract? Mostly set contracts
5. Describe the performance requirements or measure of success, and the successful and less than successful services delivered.
   Working systems, on-going support
6. Was the Proposer able to meet the stated goals? Describe the type and amount of savings realized as a result of the Proposer's services?
   Yes, we continue to use the company because they back their services and provide excellent support.
7. Please rate the Proposers knowledge and expertise of the individual's assigned to the project. (5 being excellent, 1 being unacceptable) 5

8. Please list Proposers principle representatives involved in the project. Please rate them individually. Comment on the skills, knowledge, behaviors or other factors based on the rating. (5 being excellent, 1 being unacceptable)

Name: Debra Moretz Rating: 5

Name: Mitch Wyatt Rating: 5

Name: Travis Crawford Rating: 5

Name: Connor Wikstrom Rating: 5

Name: Carlos Perez Rating: 5

Name: _____ Rating: 5

Comments: The team consistently provides excellent follow-up & delivers successful resolutions. Over the years, we have expanded our partnership with the company because they have proven to be honest, reliable, easy to work with, timely in their responses, and highly knowledgeable about the products they support.

9. Please rate the dynamics/interaction between the Proposer's staff and the Client the staff. (5 being excellent, 1 being unacceptable) 5

10. Which aspect(s) of the Proposers services are most satisfied? The initial walk-through to install of a project and the ongoing support of their products.

11. Which aspect(s) of the Proposers services are least satisfied? N/A

12. Please rate the satisfaction with the Proposers response time to questions and/or issues. (5 being excellent, 1 being unacceptable) 5

13. Would you recommend the Proposers services again? Absolutely

Email completed form to DerekJO@leeschools.net and copy the Proposer before **2:00 PM** EST on **October 9, 2025**

EMAIL REFERENCE REQUEST FORM

ITN #N257511DO, Wiring - Structured Cabling and Phone Systems Installation & Support

CLIENT TO COMPLETE AND RETURN VIA EMAIL TO THE SCHOOL DISTRICT OF LEE COUNTY

REQUESTING AGENCY: **SCHOOL DISTRICT OF LEE COUNTY, FLORIDA**

PROPOSER'S NAME: Moretz Engineering Technologies LLC DBA Mock Engineering Technologies

CLIENT AGENCY/FIRM PROVIDING REFERENCE: Diamond Tours, Inc.

CLIENT's INDIVIDUAL NAME: Eric Kirkpatrick

EMAIL ADDRESS: ekirkpatrick@diamondtours.com **PHONE:** 2392258735

In response to Invitation to Negotiate No. N257511DO, the School District of Lee County requires interested Proposers to submit client references for a minimum of three (3) prior engagements for which the Proposer has served in this capacity.

Instructions to Proposers: Complete the Proposer Name and distribute this form to a minimum of three (3) clients and request the form be completed and returned in compliance with the Instructions to Client References. Proposer's **clients** shall email the completed Reference Form to **DerekJO@leeschools.net**, and references shall only be accepted from the Proposers client's email address. References may include no more than one reference from the School District of Lee County.

Instructions to Client References: Complete this reference questionnaire and return it no later than **2:00 PM** EST, **October 9, 2025**, via email, to DerekJO@leeschools.net.

1. Is the Proposer currently providing services for your organization or have they provided support for this service in the past 3 years? Yes X No ____
   For what duration were the services provided? 20 years
2. What services were provided by the Proposer to the organization? Low voltage wiring, phone system installation and support
3. What was the size of the project/services? 50+ users and multiple phone systems/ Likely >$300,000
4. Were the services provided as part of a performance-based contract, or another type of contract? Negotiated installation contracts, and fee based support
5. Describe the performance requirements or measure of success, and the successful and less than successful services delivered.
   Systems and equipment installed, configured and continuously running properly
6. Was the Proposer able to meet the stated goals? Describe the type and amount of savings realized as a result of the Proposer's services?
   All stated goals met
7. Please rate the Proposers knowledge and expertise of the individual's assigned to the project. (5 being excellent, 1 being unacceptable) 5

8. Please list Proposers principle representatives involved in the project. Please rate them individually. Comment on the skills, knowledge, behaviors or other factors based on the rating. (5 being excellent, 1 being unacceptable)

Name: Debra Mortez Rating: 5

Name: Forest Mortez Rating: 5

Name: Joshua Mortez Rating: 5

Name: Mitch Wyatt Rating: 5

Name: Tabitha Rating: 5

Name: _____ Rating: _____

Comments: _____

9. Please rate the dynamics/interaction between the Proposer's staff and the Client the staff. (5 being excellent, 1 being unacceptable) 5

10. Which aspect(s) of the Proposers services are most satisfied? All systems installed and working properly, all communication timely.

11. Which aspect(s) of the Proposers services are least satisfied? N/A

12. Please rate the satisfaction with the Proposers response time to questions and/or issues. (5 being excellent, 1 being unacceptable) 5

13. Would you recommend the Proposers services again? Yes.

Email completed form to DerekJO@leeschools.net and copy the Proposer before **2:00 PM** EST on **October 9, 2025**

EMAIL REFERENCE REQUEST FORM

ITN #N257511DO, Wiring - Structured Cabling and Phone Systems Installation & Support

CLIENT TO COMPLETE AND RETURN VIA EMAIL TO THE SCHOOL DISTRICT OF LEE COUNTY

REQUESTING AGENCY: **SCHOOL DISTRICT OF LEE COUNTY, FLORIDA**

PROPOSER'S NAME: Moretz Engineering Technologies LLC DBA Mock Engineering Technologies

CLIENT AGENCY/FIRM PROVIDING REFERENCE: Stevens Construction Inc.

CLIENT's INDIVIDUAL NAME: C. Jay Wolfe III

EMAIL ADDRESS: jayw@stevensbuilds.com **PHONE:** c: 239-326-1043, o: 239-936-9006

In response to Invitation to Negotiate No. N257511DO, the School District of Lee County requires interested Proposers to submit client references for a minimum of three (3) prior engagements for which the Proposer has served in this capacity.

Instructions to Proposers: Complete the Proposer Name and distribute this form to a minimum of three (3) clients and request the form be completed and returned in compliance with the Instructions to Client References. Proposer's **clients** shall email the completed Reference Form to **DerekJO@leeschools.net**, and references shall only be accepted from the Proposers client's email address. References may include no more than one reference from the School District of Lee County.

Instructions to Client References: Complete this reference questionnaire and return it no later than **2:00 PM** EST, **October 9, 2025**, via email, to DerekJO@leeschools.net.

1. Is the Proposer currently providing services for your organization or have they provided support for this service in the past 3 years? Yes X No ____
   For what duration were the services provided? Over the course of several months during the project (s)
2. What services were provided by the Proposer to the organization? Structured cabling, low voltage and data cabling for several new builds and renovations.
3. What was the size of the project/services? $20,000 to $70,000 is their subcontract value.
4. Were the services provided as part of a performance-based contract, or another type of contract? Hard bid or negotiated
5. Describe the performance requirements or measure of success, and the successful and less than successful services delivered.
   Best value, completness of scope, proactive assistance with design and meeting schedules.
6. Was the Proposer able to meet the stated goals? Describe the type and amount of savings realized as a result of the Proposer's services?
   In all aspects, perfomance has exceeded expectations on mutiple projects.
7. Please rate the Proposers knowledge and expertise of the individual's assigned to the project. (5 being excellent, 1 being unacceptable) 5

8. Please list Proposers principle representatives involved in the project. Please rate them individually. Comment on the skills, knowledge, behaviors or other factors based on the rating. (5 being excellent, 1 being unacceptable)

Name: Debra Moretz Rating: 5

Name: Travis Crawford Rating: 5

Name: Mitch Wyatt Rating: 5

Name: Connor Wikstrom Rating: 5

Name: _____ Rating: _____

Name: _____ Rating: _____

Comments: The Mock Engineeering team is always professional, prepared, knowledgable and attentive to the project schedules.

9. Please rate the dynamics/interaction between the Proposer's staff and the Client the staff. (5 being excellent, 1 being unacceptable) 5

10. Which aspect(s) of the Proposers services are most satisfied? Timliness of installation, communications with our office and field teams. Complete scopes and understanding of the project details. They are very client oriented.

11. Which aspect(s) of the Proposers services are least satisfied? not applicable.

12. Please rate the satisfaction with the Proposers response time to questions and/or issues. (5 being excellent, 1 being unacceptable) 5

13. Would you recommend the Proposers services again? Yes, we have recomended Mock Engineering to several clients. They are a preferred subcontractor for these services.

Email completed form to **DerekJO@leeschools.net** and copy the Proposer before **2:00 PM** EST on **October 9, 2025**

EMAIL REFERENCE REQUEST FORM

ITN #N257511DO, Wiring - Structured Cabling and Phone Systems Installation & Support

CLIENT TO COMPLETE AND RETURN VIA EMAIL TO THE SCHOOL DISTRICT OF LEE COUNTY

REQUESTING AGENCY: **SCHOOL DISTRICT OF LEE COUNTY, FLORIDA**

PROPOSER'S NAME: Moretz Engineering Technologies LLC DBA Mock Engineering Technologies

CLIENT AGENCY/FIRM PROVIDING REFERENCE: American Oncology Network

CLIENT's INDIVIDUAL NAME: Reid Helgemo

EMAIL ADDRESS: reid.helgemo@aoncology.com **PHONE:** 9416619209

In response to Invitation to Negotiate No. N257511DO, the School District of Lee County requires interested Proposers to submit client references for a minimum of three (3) prior engagements for which the Proposer has served in this capacity.

Instructions to Proposers: Complete the Proposer Name and distribute this form to a minimum of three (3) clients and request the form be completed and returned in compliance with the Instructions to Client References. Proposer's **clients** shall email the completed Reference Form to DerekJO@leeschools.net, and references shall only be accepted from the Proposers client's email address. References may include no more than one reference from the School District of Lee County.

Instructions to Client References: Complete this reference questionnaire and return it no later than **2:00 PM** EST, **October 9, 2025**, via email, to DerekJO@leeschools.net.

1. Is the Proposer currently providing services for your organization or have they provided support for this service in the past 3 years? Yes yes No ____
   For what duration were the services provided? consistently for the past 2 years
2. What services were provided by the Proposer to the organization? full service cabling, net new builds as well as repairs and additions
3. What was the size of the project/services? anything from 1 drop to 150+, $300-$50,000
4. Were the services provided as part of a performance-based contract, or another type of contract? Just a normal SOW contract
5. Describe the performance requirements or measure of success, and the successful and less than successful services delivered.
   ensure that everything is installed neatly and tested prior to completion, if there is ever an issue it is reso
6. Was the Proposer able to meet the stated goals? Describe the type and amount of savings realized as a result of the Proposer's services?
   Yes, everytime
7. Please rate the Proposers knowledge and expertise of the individual's assigned to the project. (5 being excellent, 1 being unacceptable) 5

8. Please list Proposers principle representatives involved in the project. Please rate them individually. Comment on the skills, knowledge, behaviors or other factors based on the rating. (5 being excellent, 1 being unacceptable)

Name: Travis Crawford-Project Lead Rating: 5

Name: Debra Moretz - President Rating: 5

Name: Mitch Wyatt-Project Lead Rating: 5

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Comments: _____

9. Please rate the dynamics/interaction between the Proposer's staff and the Client the staff. (5 being excellent, 1 being unacceptable) 5

10. Which aspect(s) of the Proposers services are most satisfied? Their responsiveness, they are always able to assist in a very timely manner

11. Which aspect(s) of the Proposers services are least satisfied? none

12. Please rate the satisfaction with the Proposers response time to questions and/or issues. (5 being excellent, 1 being unacceptable) 5

13. Would you recommend the Proposers services again? Yes, I have used them for every local project over

Email completed form to DerekJO@leeschools.net and copy the Proposer before **2:00 PM** EST on **October 9, 2025**

Section F

TAB 3-Staff Qualifications & Experience

Team Organizational Chart:

- Debra Moretz-President (Sales & Marketing)
- Forrest Moretz-Vice President (Engineering)
- Lauren Moretz-Business Manager
- Tabitha Palmer-Sales Manager
- Joshua Moretz-Lead Field Engineer/Estimator
- Travis Crawford-Senior Cable Technician
- Mitch Wyatt-Senior Cable Technician
- Carlos Perez-Field Engineer
- Connor Wikstrom-Cable and Field Engineer
- Ethan Barnhart-Cable and Field Engineer

Key Personnel:

- Debra Moretz-President (Sales & Marketing)
  - 35 Years Sales & Marketing at Mock Engineering
    - Project Management of Telecommunication Systems for multiple companies across Lee/Collier/Charlotte Counties
- Forrest Moretz-Vice President (Engineering)
  - 40 Years Engineering at Mock Engineering, Electrical Engineer, Estimator, Installed +1000 Telephone Systems, Cameras, Data, Door Access, AV.
- Lauren Moretz-MBA Business Manager
  - Business Management 10 years (4 Years at MET)
- Tabitha Palmer-Sales Manager
  - Sales & Marketing for 15 years, Project Management of Telecommunication Systems, training on all equipment/systems (3 years at MET)
- Joshua Moretz-Lead Field Engineer/Estimator
  - 13 Years at MET, CCNA, Low Voltage Contractor, Certified Mitel Installer, Ring Central/Tadiran Certified installer, installed +500 Telephone Systems, Cameras, Data, Door Access, AV and Cell Boosters.

- Travis Crawford-Senior Cable Technician
  - 30 Years BICSI Engineer, 6 Years with MET, Project Manager for Suncoast Beverage Projects, AON Projects, Peace River Management Regional Water Supply Authority Projects, Royal Palm Coast Realtor Association, Sono Bello, Stevens Construction-Hope Building 4, Bermuda RV Park, Rauschenberg Foundation, Naples Baker Senior Center, Orthopedic Specialist of SW FL, multiple others. Installing Cat 6 Data, 16/2-18/2/4-22/2/6, Fiber Optics (SM/MM), Cameras, Door Access, Access Points, Cell Boosters, AV Systems, Telephone Systems-Hosted/Ring Central/Tadiran and On-Premise/Mitel.
- Mitch Wyatt-Senior Cable Technician
  - 40 Years Low Voltage Engineer, 33 Years with MET, Project Manager for Lee County Mosquito Control District, Sanctuary Golf Club, South Trail Fire District, Bermuda RV Park, Rauschenberg Foundation, AON Projects, Suncoast Beverage Projects, Bill Smith Appliance Stores/Corp Office, Matter Brothers, Orthopedic Center of FL, Florida Neurology Group, ABC Supply Companies, Xfinity Store locations around State of FL. Installing Cat 6 Data, 16/2-18/2/4-22/2/6, Fiber Optics (SM/MM), Cameras, Door Access, Access Points, Cell Boosters, AV Systems, Telephone Systems-Hosted/Ring Central/Tadiran and On-Premise/Mitel.
- Carlos Perez-Field Engineer
  - 3 Years with MET, CC Technical College, Certified Mitel Installer, Ring Central/Tadiran Certified installer, Programmer/installed +100 Telephone Systems, Cameras, Data, Door Access, AV and Cell Boosters.
- Connor Wikstrom-Cable and Field Engineer
  - 15 Months with MET, Veteran, Low Voltage installer for 5 years, Installing Cat 6 Data, 16/2-18/2/4-22/2/6, Fiber Optics (SM/MM), Cameras, Door Access, Access Points, AV Systems, Project Manager for Lee County School District Camera Systems.
- Ethan Barnhart-Cable and Field Engineer
  - 14 Months with MET, Low Voltage installer/Project Manager for 10 years, Installing Cat 6 Data, 16/2-18/2/4-22/2/6, Fiber Optics (SM/MM), Cameras, Door Access, Access Points, AV Systems, Project Manager for Somero's and Sanctuary Golf Club's Verkada Camera/Door Access Systems.

- Affiliated organizations: Building Industry Consulting Services International, known as BICSI; Registered Communications Distribution Designer (RCDD).
- Accreditations: Degreed Electrical Engineers; Cisco Certified Network Associate (CCNA).
- Partnerships: Leviton Structured Cabling Systems Contractor; Mitel Authorized Dealer; Ring Central Authorized Partner; Tadiran-Aeonix Authorized Dealer; Adtran Authorized Data Partner; KERI Systems Authorized Dealer; AXIS Surveillance Partner; HikVision Surveillance Partner; Verkada Authorized Partner; Valcom Audio Systems Partner; plus, numerous other industry certifications available upon request.

Section F

TAB 4-Project Approach

Proposed Approach & Methodology:

MET understands the Village of Estero requires a unified, cloud-based security platform for all municipal facilities. The goal is to provide a scalable, secure, and centrally managed solution for video surveillance and access control that enhances safety, protects assets, supports operations, and reduces long-term costs.

To meet these objectives, MET will follow a phased, collaborative approach throughout the project lifecycle, starting with stakeholder engagement and requirements validation across different facility types. This ensures alignment with goals for standardization and scalability.

A comprehensive system design will feature cloud-native video management, ONVIF-compliant devices, and open-architecture components, with detailed plans to support coordination and future integration. Implementation will align with facility schedules, using installation best practices and thorough testing to ensure performance, reliability, and compliance.

The proposal emphasizes cost-effective solutions by leveraging cloud infrastructure, selecting standards-based equipment, and planning for future scalability. Value engineering and clear cost controls, including transparent budgeting and change management, will optimize spending and efficiency.

MET will also provide training, documentation, and ongoing support so the Village can operate and maintain the system effectively. This methodology aims to deliver a secure, high-quality solution, on time and within budget, in line with the Village's vision for modern security infrastructure.

Proposed Work Schedule:

MET will implement a structured, milestone-driven work schedule that aligns with the Village of Estero's phased facility development and ensures timely, coordinated delivery of the security system. The schedule is divided into **Pre-GMP (pre–Guaranteed Maximum Price)** and **Post-GMP (implementation and deployment)** phases, allowing for thorough planning, cost validation, and efficient execution.

Pre-GMP Phase (Planning, Validation, and Design)

Estimated Duration: 1 Week

1. Project Initiation & Stakeholder Coordination (Week 1)

- Kickoff meeting with Village stakeholders
- Establish communication protocols and project governance
- Confirm project goals, priorities, and success criteria

2. Site Assessments & Requirements Validation (Week 1)

- Conduct site visits for Village Hall and existing facilities
- Review concept plans for parks and future developments
- Coordinate with third parties (e.g., Estero High School where applicable)

Post-GMP Phase (Procurement, Installation, and Deployment)

Estimated Duration: 5 Weeks (Phased by Facility)

3. Procurement & Pre-Installation Planning (Weeks 1–2 post-GMP)

- Order equipment and confirm supply chain timelines
- Coordinate with construction schedules for new facilities
- Finalize installation sequencing and logistics

4. Infrastructure Installation (Weeks 2–3 post-GMP)

- Install cabling (Cat6A/fiber), network equipment, and enclosures
- Deploy power systems, UPS, and surge protection
- Prepare sites for device installation

5. Device Installation & System Integration (Weeks 3–4 post-GMP)

- Install cameras, access control hardware, and gateways
- Configure cloud-based VMS and access control platform
- Integrate all devices into unified management system

6. Testing, Commissioning & Validation (Week 4 post-GMP)

- Perform system-wide testing (video, access control, alerts, failover)
- Address deficiencies and finalize system acceptance

7. Training & Documentation (Week 5 post-GMP)

- Provide hands-on training for Village staff
- Deliver as-built drawings, system manuals, and support documentation

8. Go-Live & Ongoing Support (Week 5 post-GMP)

- Final system activation and transition to operations
- Provide post-installation support and warranty services
- Establish maintenance and monitoring protocols

Phased Deployment Strategy by Facility

- **Phase 1 (Priority):** Village Hall (upgrade/transition)
- **Phase 2:** Estero River Park-Restroom Facility and Trail
- **Phase 3:** (Future) River Oaks Preserve and Entertainment Campus
- **Phase 4** (Future): Public Works Yard and additional facilities

Schedule Management Approach

MET will actively manage the schedule through:

- Regular progress meetings and reporting
- Coordination with construction and Village timelines
- Early identification of long-lead items
- Flexible sequencing to accommodate facility readiness
- Use of standardized designs to accelerate deployment across multiple sites

This proposed work schedule ensures a logical progression from planning through execution while maintaining flexibility to adapt to the Village's growth. The phased approach enables early delivery of critical facilities while supporting efficient, scalable expansion as new sites come online.

Schedule Control Narrative

- Not Applicable-no subcontractors will be used on this project.

Stakeholder Coordination & IT Integrations:

MET will work closely with Village IT staff and stakeholders to ensure the successful design, deployment, and operation of a unified cloud-based security platform. Our approach includes early and ongoing communication, clear roles, and alignment with the Village's technical standards and cybersecurity requirements.

Design Phase-MET will collaborate with IT, facilities, and administrative staff to validate requirements and ensure system compatibility with infrastructure. Coordination on network architecture, security policies, and integration will be supported through workshops to confirm standards and compliance.

Deployment Phase-Regular updates and meetings will keep all parties informed. Devices will follow IT-approved configurations and security protocols, with close coordination on firewall, access, and authentication changes. Any downtime or cutovers will be scheduled to minimize disruption.

Cybersecurity & Compliance-MET will fully adhere to Village IT security policies, handling encryption, secure onboarding, access control, and audit logging. Ongoing support ensures continued compliance and Village ownership of credentials and controls.

Training & Knowledge Transfer-Comprehensive training and documentation will be provided for IT and operational staff, enabling them to manage and maintain the system confidently.

Ongoing Support-After deployment, MET will provide support, monitor system health, handle updates, and assist in future expansions. User access, incident response, and system reliability will remain priorities.

Stakeholder Engagement-Engagement with non-IT staff, including facilities, safety, and administration, will ensure the solution supports daily operations. Feedback mechanisms will drive continual improvement.

MET aims to serve as a collaborative partner, keeping all stakeholders aligned throughout the project for a secure, integrated, and sustainable outcome.

Lifecycle Management:

MET's lifecycle management ensures the Village of Estero's security system stays secure, up-to-date, and scalable. The approach includes structured maintenance and long-term planning to protect the Village's investment and support technology growth.

Ongoing System Support & Monitoring

After deployment, continuous support is provided through SLAs covering remote diagnostics, incident response, and onsite service as needed. The cloud-based system allows real-time monitoring and automated alerts for quick resolution of issues.

Firmware & Software Updates

A structured process regularly validates and deploys firmware and software updates for all components, improving security and functionality. Updates are tested with Village IT to maintain stability.

Cybersecurity Maintenance

Cybersecurity measures include patch management, certificate renewal, and periodic reviews, adhering to best practices and protecting against new threats.

Scalability & Expansion

The modular, cloud-first design supports seamless expansion without major infrastructure changes. Standardized hardware and templates enable efficient future deployments.

Obsolescence Planning & Technology Refresh

Advance notice of EOL/EOS, recommended upgrade paths, and backward compatibility ensure smooth transitions to new tech.

Performance Optimization & Continuous Improvement

Regular reviews assess performance and user experience, with ongoing recommendations to keep the system effective.

Documentation & Knowledge Management

All updates and configurations are documented and provided to the Village for transparency and ease of maintenance.

In summary, this approach keeps the Village's security platform secure, reliable, and adaptable while reducing risk and unplanned costs.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 17, 2026

Agenda Item:

Resolution No. 2026-08 Authorizing Village Manage to execute FEMA HMGP Grant 4673-086-R Agreement for the Regional Stormwater Facility

Motion to adopt Resolution No. 2026-08

Background:

Following the Federal Disaster Declaration 4673 for Hurricane Ian in September 2022 the Village of Estero submitted a Hazard Mitigation Grant Program (HMGP) application to help fund the design and construction of a regional stormwater facility to relieve flooding concerns for properties along the north branch of the Estero River. On March 12, 2026 the Village received notification from the Florida Division of Emergency Management (FDEM) that the Federal Emergency Management Agency (FEMA) had approved award of the grant. The grant application was submitted as a phased project with Phase 1 being for design and permitting while Phase 2 is for construction. The award is for Phase 1 and based upon the acceptability of the deliverables Phase 2 will be considered for subsequent award.

Description:

The FDEM, as the pass-through agency for FEMA, has prepared the Agreement document wherein the Village of Estero is the sub-recipient. Acceptance of the Agreement will allow the Village to receive funding reimbursement to complete the construction plans design and permitting and submit them to the FDEM for consideration of the Phase 2 construction funding.

Action Requested:

Motion to adopt Resolution No. 2026-08

Process and Timeline:

As identified in the Agreement, the Phase 1 end date is March 31, 2027. This is a timeline established by FEMA.

Financial Impacts:

The project budget for the Agreement is as follows:

	Initial Amount	Contingency	Total
Federal Share	$228,750.00	$11,437.50	$240,187.50
Local Share	$76,250.00	$3,812.50	$80,062.50
Project Budget	$305,000.00	$15,250.00	$320,250.00

Sub-Recipient Management Costs $16,012.50

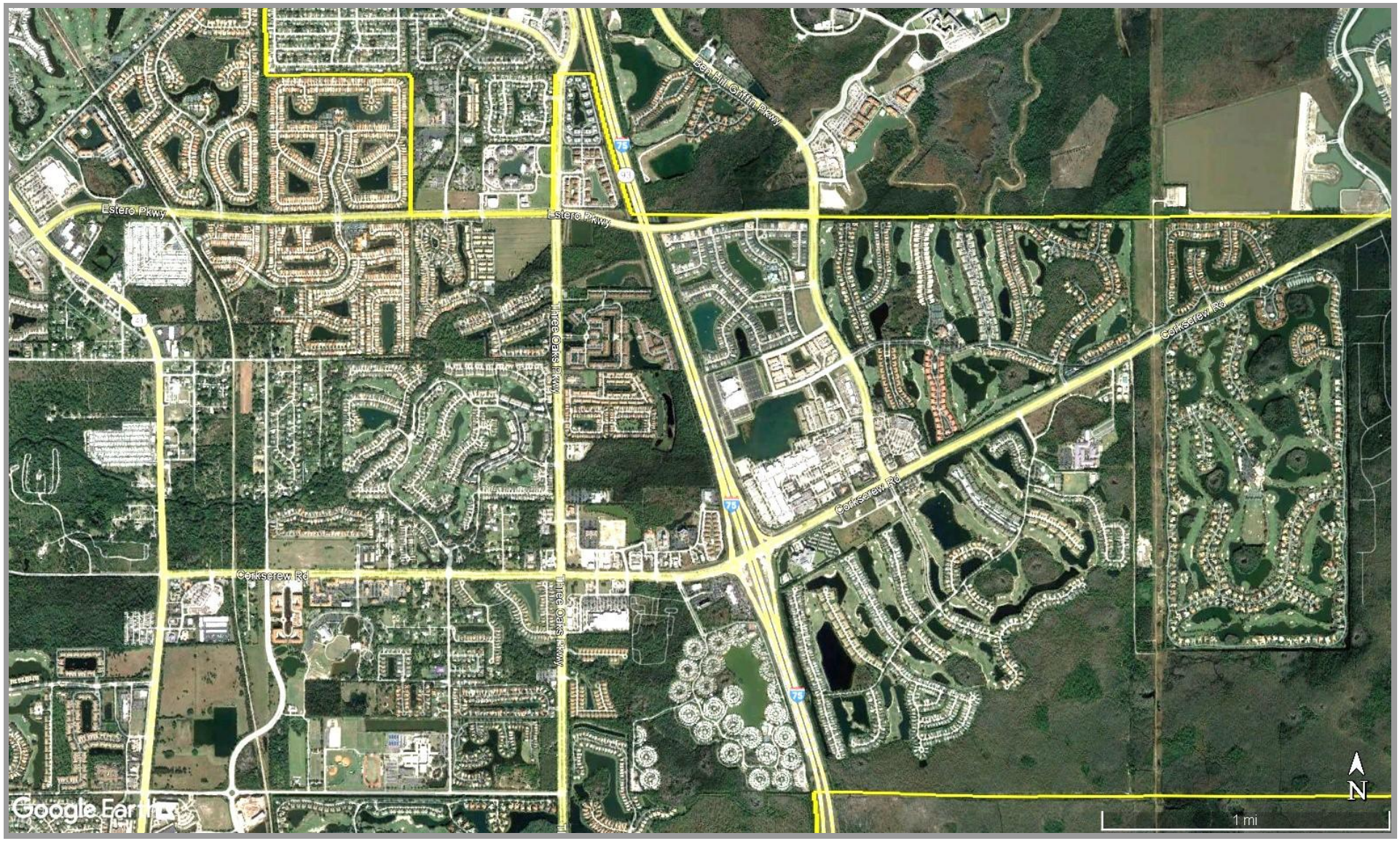
(These are funds available to cover staff time in the implementation of the grant.)

As part of the Hurricane Ian Community Development Block Grant – Disaster Recovery (CDBG-DR) grant award to Lee County, the Lee Board of County Commissioners agreed to use part of the DR funds to cover the Local Share for the HMGP awards.

Prepared by: Robert Wiley, Project Manager

Attachments:

1. Location map – Regional Stormwater Facility
2. Resolution No. 2026-08
3. 4673-086-R_FDEM Agreement


Estero Pkwy
Estero Pkwy
Ben Hill Griffin Pkwy
Three Oaks Pkwy
Three Oaks Pkwy
Corkscrew Rd
Corkscrew Rd
Corkscrew Rd
75
75
75
N
1 mi
Google Earth

RESOLUTION NO. 2026 – 08

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING EXECUTION OF A GRANT AGREEMENT WITH FDEM FOR DESIGN OF THE REGIONAL STORMWATER FACILITY; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Estero desires to undertake certain improvements to reduce flooding potential to roadways within the Estero River watershed; and

WHEREAS, subsequent to the issuance of the Hurricane Ian Federal Disaster Declaration No. 4673 funding was made available within the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) for flood related mitigation improvements; and

WHEREAS, the Village of Estero submitted an application for a phased grant to fund the design (Phase 1) and construction (Phase 2) of the Regional Stormwater Facility as a mitigation measure to reduce the flooding potential to certain roadways within the Estero River watershed; and

WHEREAS, on March 12, 2026, FEMA notified the Florida Division of Emergency Management (FDEM), as the State pass-through agency, of the award of the Phase 1 portion of HMGP grant 4673-086-R to the Village of Estero; and

WHEREAS, on May 21, 2026, the FDEM provided a Federally-Funded Subaward and Grant Agreement to the Village of Estero, as the sub-recipient of the grant, for approval and execution.

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

Section 1. The Village Manager of Village of Estero is authorized to execute the agreement for the Estero River Regional Stormwater, Flood Risk Reduction grant Agreement between the Florida Division of Emergency Management and Village of Estero (attached hereto and incorporated herein)is hereby approved.

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

1

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

VILLAGE OF ESTERO, FLORIDA

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this ___ day of_____, 2026.

Attest:

By: _____
Carol Sacco, Village Clerk

VILLAGE OF ESTERO, FLORIDA

By:_____
Joanne Ribble , Mayor

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Village of Estero
PROJECT #:	4673-086-R
PROJECT TITLE:	Village of Estero, Estero River Regional Stormwater, Flood Risk Reduction
CONTRACT #:	H1316
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)
Robert Wiley Project Manager 9401 Corkscrew Palms Circle Estero, Florida 33928

Enclosed is your copy of the proposed contract/modification between **Village of Estero** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy by Official Representative
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign County of Concern Affivadit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (321) 300-7854 or email me at CTWilliams@yagroup.com.

Agreement Number: **H1316**
Project Number: **4673-086-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1 , "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	Village of Estero
Sub-Recipient's unique entity identifier (UEI/FEIN):	CJLEVPZG6368 / 47-3445874
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	March 9, 2026
Subaward Period of Performance Start and End Date:	March 20, 2023 – March 31, 2027
Amount of Federal Funds Obligated by this Agreement:	$244,762.50
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$256,200.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$256,200.00
Federal award project description (see FFATA):	Flood Risk Reduction
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	ctwilliams@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Village of Estero, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Chris Williams
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 321-300-7854
Email: ctwilliams@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Robert Wiley
   Project Manager
   9401 Corkscrew Palms Circle
   Estero, Florida 33928
   Telephone: 239-221-5035
   Email: wiley@estero-fl.gov

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on March 20, 2023, and shall end on March 31, 2027, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$244,762.50**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated

at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will

not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: VILLAGE OF ESTERO

By: _____

Name and Title: Steve Sarkozy, Village Manager

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$244,762.50**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Intermediate Stormwater Drainage System
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is flood risk reduction at Three Oaks Parkway in Estero, Lee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-086-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Village of Estero, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes flood risk reduction improvements at Three Oaks Parkway from approximately Estero Parkway to Corkscrew Road as well as the Village of Country Creek and Villagio neighborhoods west and east of Three Oaks Parkway, respectively, located in Estero, Florida, 33928.

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by improving the existing stormwater collection, conveyance, and retention system on the area, by construction of a new thirty (30) acre retention pond with full retention and recovery. Flows from the north branch of the Estero River shall be routed to the south through an intake weir structure. An additional weir shall be constructed upstream of the culverts under Three Oaks Parkway. Controllable gates shall meter the flow from the retention pond. Project shall address the lack of capacity of the existing system historically causing residents to experience repetitive flooding on roads.

The project shall be designed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Address	Coordinates
1)	Pond Point 1	(26.441389, -81.7832)
2)	Pond Point 2	(26.441328, -81.7819)
3)	Pond Point 3	(26.438606, -81.7811)
4)	Pond Point 4	(26.437006, -81.7855)
5)	Pond Point 5	(26.43590, -81.78570)
6)	Pond Point 6	(26.435811, -81.7879)
7)	Pond Point 7	(26.43645, -81.78790)
8)	Pond Point 8	(26.438078, -81.7858)
9)	Pond Point 9	(26.438097, -81.7826)
10)	Intake Weir	(26.44496, -81.78466)
11)	Discharge Weir	(26.436031, -81.7882)
12)	3 Oaks Weir	(26.44503, -81.78849)

13)	Copper Oaks	(26.43823, -81.78291)
14)	Villagio Interconnect	(26.44163, -81.78321)
15)	Box Culvert Start	(26.43566, -81.78830)
16)	Box Culvert End	(26.43158, -81.78820)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

   All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, flood risk reduction study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the flood risk reduction. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

   a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.

b) Construction Plans / bid documents.

c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

e) Color maps including topographical, aerial, and ground disturbance.

f) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.

g) Color photographs of the project area and areas of ground disturbance.

h) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

i) Copy of the United States Army Corps of Engineers (USACE) or FDEP Section 404 permit or No Permit Required notification from the appropriate permitting agency.

j) Copy of the floodplain permit or notification of No Permit Required from the local floodplain administrator.

k) A letter from the professional of record stating if the project will have any upstream or downstream impacts.

l) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

   The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

   The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

   Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

   Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance;

quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II review and approval, to implement measures for flood risk reduction to the existing stormwater collection, conveyance and retention system at Three Oaks Parkway from approximately Estero Parkway to Corkscrew Road as well as the Village of Country Creek and Villagio neighborhoods in Estero, Florida 33928.

The project shall be designed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
    a) Consultation with the United States Army Corps of Engineers (USACE) or the Florida Department of Environmental Protection (FDEP) is required. A Section 404 permit or No Permit Required notification from the permitting agency shall be submitted.
    b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.

c) Copy of the local floodplain permit or No Permit Required notification from the local floodplain administrator.

4) National Historical Preservation Act compliance documents shall be obtained. Review documentation required:

a) Color maps including topographical and aerial with the project location clearly marked.

b) Color photographs of any area with ground disturbance (electronic).

c) Indicate if project site is located within a designated historic district or historic neighborhood.

d) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas. The total impacted area should also be indicated on the map.

e) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.

f) Previous and current use of proposed project area.

g) Any known site work or historic uses for the proposed location.

h) Any available studies that may have taken place on the property.

5) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

6) No construction work may begin until Phase II is approved by the Division and FEMA.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will

be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.

9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

10) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

11) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

12) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-086-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on March 9, 2026, and the Period of Performance for this project shall end on **March 31, 2027**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting:	3	Months
Bidding / Local Procurement:	2	Months
Design Specifications:	3	Months
Permitting / Survey:	2	Months
Deliverables Submitted to FDEM:	2	Months
Total Period of Performance:	**12**	**Months**

BUDGET

Line Item Budget*

Phase I	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$305,000.00	$228,750.00	$76,250.00
Initial Agreement Amount:	**$305,000.00**	**$228,750.00**	**$76,250.00**
***Contingency Funds:	$15,250.00	$11,437.50	$3,812.50
Project Total:	**$320,250.00**	**$240,187.50**	**$80,062.50**
****SRMC**			
SRMC:	$0.00	$0.00	
SRMC-Pre-Award:	$16,012.50	$16,012.50	
SRMC Total:	**$16,012.50**	**$16,012.50**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated $15,250.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM) and FEMA. The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

******* Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $16,012.50 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of $16,012.50, with a start date of **March 20, 2023**.*

Funding Summary Totals

Federal Share:	$240,187.50	(75.00%)
Non-Federal Share:	$80,062.50	(25.00%)
Total Project Cost:	**$320,250.00**	**(100.00%)**
SRMC (100% Federal)	$16,012.50	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
a. a public facility that is open on all sides and functionally related to a designed open space;
b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
a. Safety Hazard Present
b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: Village of Estero

REMIT ADDRESS: 9401 Corkscrew Palms Circle

CITY: Estero STATE: Florida ZIP CODE: 33928

PROJECT TYPE: Flood Risk Reduction PROJECT #: 4673-086-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1316

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A ____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75.00%	Obligated Local Non-Federal 25.00%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ _____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: Village of Estero PAYMENT #:

PROJECT TYPE: Flood Risk Reduction PROJECT #: 4673-086-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1316

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents		***%***	***completion of the project.***	***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: VILLAGE OF ESTERO

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

Instructions: *Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: Village of Estero **PROJECT #:** 4673-086-R
PROJECT TYPE: Flood Risk Reduction **CONTRACT #:** H1316
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Village of Estero
Sub-Recipient's Name

H1316
DEM Contract Number

4673-086-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-086-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 244,762.50

OBLIGATION/ACTION DATE: March 9, 2026

SUBAWARD DATE (if applicable):

UEID/SAM#: CJLEVPZG6368

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: Village of Estero

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 9401 Corkscrew Palms Circle

ADDRESS LINE 2:

ADDRESS LINE 3: CITY Estero STATE FL ZIP CODE+4** 33928-6627

PARENT COMPANY UEID/SAM# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes flood risk reduction improvements at Three Oaks Parkway from approximately Estero Parkway to Corkscrew Road as well as the Village of Country Creek and Villagio neighborhoods west and east of Three Oaks Parkway, respectively, located in Estero, Florida, 33928.

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by improving the existing stormwater collection, conveyance, and retention system on the area, by construction of a new thirty (30) acre retention pond with full retention and recovery. Flows from the north branch of the Estero River shall be routed to the south through an intake weir structure. An additional weir shall be constructed upstream of the culverts under Three Oaks Parkway. Controllable gates shall meter the flow from the retention pond. Project shall address the lack of capacity of the existing system historically causing residents to experience repetitive flooding on roads.

The project shall be designed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Address	Coordinates
1)	Pond Point 1	(26.441389, -81.7832)
2)	Pond Point 2	(26.441328, -81.7819)
3)	Pond Point 3	(26.438606, -81.7811)
4)	Pond Point 4	(26.437006, -81.7855)
5)	Pond Point 5	(26.43590, -81.78570)
6)	Pond Point 6	(26.435811, -81.7879)
7)	Pond Point 7	(26.43645, -81.78790)
8)	Pond Point 8	(26.438078, -81.7858)

9)	Pond Point 9	(26.438097, -81.7826)
10)	Intake Weir	(26.44496, -81.78466)
11)	Discharge Weir	(26.436031, -81.7882)
12)	3 Oaks Weir	(26.44503, -81.78849)
13)	Copper Oaks	(26.43823, -81.78291)
14)	Villagio Interconnect	(26.44163, -81.78321)
15)	Box Culvert Start	(26.43566, -81.78830)
16)	Box Culvert End	(26.43158, -81.78820)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: 20897 Three Oaks Parkway

ADDRESS LINE 2:

ADDRESS LINE 3: CITY Estero STATE FL ZIP CODE+4** 33928

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Steve Sarkozy, Village Manager

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, Village of Estero, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Steve Sarkozy, Village Manager
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	Steve Sarkozy
Signature:	
Title:	Village Manager
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 17, 2026

Agenda Item:

Resolution No. 2026-09 Authorizing Village Manage to execute FEMA HMGP Grant 4673-338-R Agreement for the Village of Estero, Broadway Avenue West, Infrastructure Retrofit

Motion to adopt Resolution 2026-09

Background:

Following the Federal Disaster Declaration 4673 for Hurricane Ian in September 2022 the Village of Estero submitted a Hazard Mitigation Grant Program (HMGP) application to help fund the construction of sanitary sewer and potable water facilities for the Quarterdeck Cove, Estero River Heights, Cranbrook Harbor, Broadway Mobile Home Village, and Holiday Drive neighborhoods along the western end of Broadway Avenue West. On May 28, 2026, the Village received notification from the Florida Division of Emergency Management (FDEM) that the Federal Emergency Management Agency (FEMA) had approved award of the grant.

Description:

The FDEM, as the pass-through agency for FEMA, is in the process of preparing the Agreement document wherein the Village of Estero is the sub-recipient. It is anticipated that the Agreement will be submitted to the Village for acceptance and signature while Village Council is on the summer break. Acceptance of the Agreement will allow the Village to receive funding reimbursement to complete the construction.

It is anticipated that the Agreement will follow the standard State/Federal format as the Agreement for the Regional Stormwater Facility (4673-086-R).

Action Requested:

Motion to adopt Resolution No. 2026-09

Process and Timeline:

As identified in the award announcement by FEMA, the current period of performance for the grant will expire on June 20, 2028. This is a timeline established by FEMA and currently the submittal of all closeout documentation is required by no later than October 18, 2028.

Financial Impacts:

The project budget for the Agreement is anticipated to be as follows:

	Initial Amount	Contingency	Total
Federal Share	$14,467,485.00	$723,374.25	$15,190,859.25
Local Share	$4,822,495.00	$241,124.75	$5,063,619.75
Project Budget	$19,289,980.00	$964,499.00	$20,254,479.00

Sub-Recipient Management Costs $115,445.84

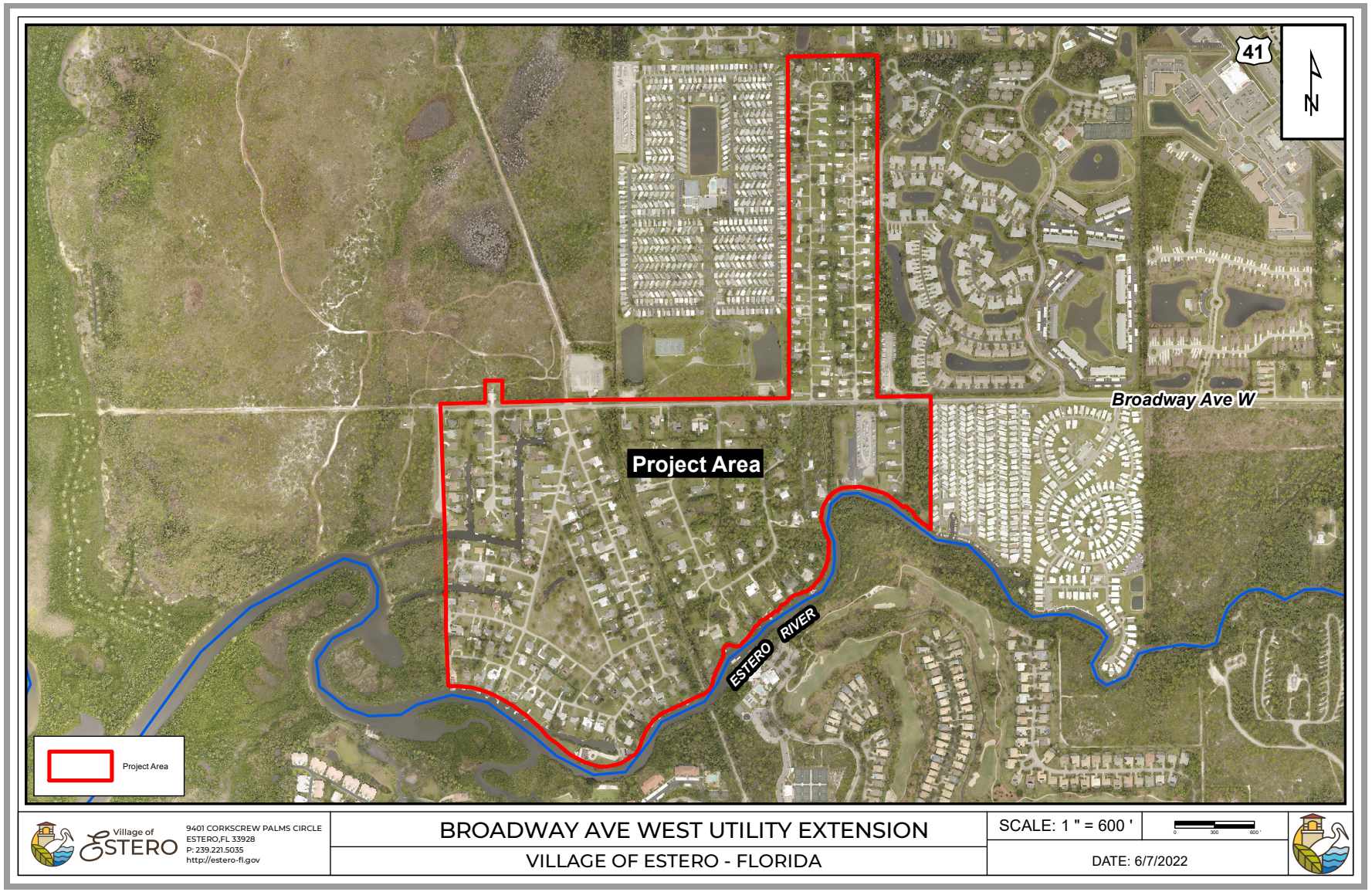
(These are funds available to cover staff time in the implementation of the grant.)

As part of the Hurricane Ian Community Development Block Grant – Disaster Recovery (CDBG-DR) grant award to Lee County, the Lee Board of County Commissioners agreed to use part of the DR funds to cover the Local Share for the HMGP awards.

Prepared by: Robert Wiley, Project Manager

Attachments:

1. Location map – Broadway West UEP
2. Resolution No. 2026-09
3. FEMA Notice of Award (05-28-26)


41
N
Broadway Ave W
Project Area
ESTERO RIVER
Project Area
Village of ESTERO
9401 CORKSCREW PALMS CIRCLE
ESTERO,FL 33928
P: 239.221.5035
http://estero-fl.gov
BROADWAY AVE WEST UTILITY EXTENSION
VILLAGE OF ESTERO - FLORIDA
SCALE: 1 " = 600 '
0
300
600
DATE: 6/7/2022

RESOLUTION NO. 2026 – 09

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING EXECUTION OF A GRANT AGREEMENT WITH FDEM FOR CONSTRUCTION OF THE VILLAGE OF ESTERO, BROADWAY AVENUE WEST, INFRASTRUCTURE RETROFIT PROJECT; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Estero desires to undertake certain improvements to reduce flooding potential to private onsite sewage treatment disposal systems (septic tanks) and potable water wells within the Estero River watershed; and

WHEREAS, subsequent to the issuance of the Hurricane Ian Federal Disaster Declaration No. 4673 funding was made available within the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) for flood related mitigation improvements; and

WHEREAS, the Village of Estero submitted an application for a grant to fund the construction of the Village of Estero, Broadway Avenue West, Infrastructure Retrofit project (a.k.a. Broadway West UEP) as a mitigation measure to reduce the flooding potential to septic tanks and wells within certain neighborhoods along Broadway Avenue West within the Estero River watershed; and

WHEREAS, on May 28, 2026, FEMA notified the Florida Division of Emergency Management (FDEM), as the State pass-through agency, of the award of the HMGP grant 4673-338-R to the Village of Estero; and

WHEREAS, the FDEM is currently in the process of developing a Federally-Funded Subaward and Grant Agreement to the Village of Estero, as the sub-recipient of the grant, for approval and execution; and

WHEREAS, the Village of Estero anticipates receipt of the Agreement in August 2026 while the council is on break, necessitating delegation of approval to the Village Manager .

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

Section 1. The Village Manager of Village of Estero is authorized to execute the Broadway Avenue West, Infrastructure Retrofit grant Agreement between the Florida Division of Emergency Management and Village of Estero (anticipated to be finalized in August 2026).

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, provision or word of the Resolution is held unconstitutional or otherwise legally invalid, same

shall be severable and the remainder of this Resolution shall not be affected by such invalidity, such that any remainder of the Resolution shall withstand any severed provision, and the Village Council would have adopted the Resolution even absent the invalid part.

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

VILLAGE OF ESTERO, FLORIDA

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 17th day of June 2026.

Attest:

By: _____
Carol Sacco, Village Clerk

VILLAGE OF ESTERO, FLORIDA

By:_____
Joanne Ribble , Mayor

2

U.S. Department of Homeland Security
Federal Emergency Management Agency
Florida Recovery Office - Lake Mary
701 International Parkway
Lake Mary, FL 32746
FEMA

May 28, 2026

Mr. Kevin Guthrie, Director
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Attention: Ms. Laura Dhuwe, State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP) Project 4673-0338-R
Village of Estero, Broadway Avenue West, Infrastructure Retrofit
HMGP Project and SMRC Approval

Dear Mr. Guthrie:

In accordance with the Program Administration by State (PAS) Operational Agreement for DR-4673-FL, the Federal Emergency Management Agency (FEMA) concurs with the State's approval of project 4673-0338-R for a total project cost of $20,254,479.00 with a Federal share of $15,190,859.25 and a non-federal share in the amount of $5,063,619.75.

In conjunction with the award of the project, the Recipient has requested FEMA approval of Subrecipient Management Costs (SRMC) for anticipated personnel and contractual expenses. Since the management costs application is above the threshold of $25,000.00, and in accordance with the obligation policy below, Year 1 costs of $115,445.84 has been approved and obligated. FEMA also concurs with the approval of $40,744.20 in pre-award costs.

The following is the approved Scope of Work (SOW) for the above-mentioned project:

The Village of Estero proposes a utility mitigation project to harden and improve the potable water and wastewater systems north and south of Broadway Avenue West in Estero, Florida 33928. The entire project area is divided in three phases or areas. Area A consists of the Estero River Heights and Quarterdeck Cove platted residential area located south of Broadway Avenue West between Armada Court and Pine Tree Lane. Area B consists of the Cranbrook Harbor platted residential area also located south of Broadway Avenue West between Pine Tree Lane and Holiday Drive. Area C consists of the Broadway Mobile Home Park residential area located north of Broadway Avenue West along Sherrill Lane and Luettich Lane.

The proposed project consists of converting the existing onsite water well and septic tank systems into potable water and sanitary sewer collection infrastructure, which shall be directly connected to the existing Lee County Utilities water and sewer system, to mitigate the loss of utility service in the project area. Scope of work activities in Areas A, B and C include mobilization, surveying and site testing along with demolition and replacement of existing roadways, sidewalks and driveways as necessary to allow installation of new utility infrastructure. The scope of work also includes the

abandonment of existing septic tanks and water well structures. Abandoned septic tanks shall be emptied and the floors and walls shall be cracked to prevent the tank from holding water. The tanks are to be filled with sand or another clean fill. Abandoned wells shall be capped and associated components removed. The Sub-applicant is coordinating water well abandonment activities with the homeowners. Construction of the potable water system includes installation of new 8-inch and 10-inch water main pipelines via open-cut, fire hydrant assemblies, 8-inch and 10-inch gate valves, new water service and meter boxes and connection to the existing 8-inch and 10-inch water main. Construction of the wastewater collection system includes the installation of 8-inch gravity sewer main pipelines, gravity sewer 4-foot and 6-foot diameter manholes with gasketed lids, sanitary sewer service laterals, plug valves, air release valves, 4-inch force main pipelines via open-cut and connection to existing 4-inch and 8-inch force main. The proposal also includes the construction of two wastewater pump stations, each with a wet well and watertight hatch, duplex submersible pumps, submersible level transmitter, control panels and necessary assemblies and site work. The pump station servicing Area A includes necessary activities to provide backup power to this critical facility. These activities entail the installation of a quick-connect electrical port, associated electrical work and an adequate location for a trailer-mounted portable generator. The pump station servicing areas B and C also includes an emergency backup power system consisting of a 50-kW permanent diesel generator, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support this critical facility, construction of a raised concrete pad, and installation of an automatic transfer switch and associated electrical work.

The entire project area is currently susceptible to flooding from high precipitation events and storm surge events that could negatively impact the operation of the existing water well and septic tank systems. The Village of Estero experienced historical loss of water and sewer service during Hurricane Ian in 2022 and Hurricanes Helene and Milton in 2024. Specifically, Areas A and B, which are directly adjacent to the Estero River, were severely inundated during Hurricane Ian due to the coastal storm surge that caused riverine water levels to rise. The depth of flooding close to the Estero River reached approximately five to six feet inside the houses and most parcels experienced flooding of yards, septic drain fields and water wells. Area C, known to have regular street and yard flooding during periods of heavy rainfall, also experienced flooding damage to septic drain fields and water wells during Hurricane Ian. In 2024, Areas A and B experienced additional coastal storm surge flooding damage from Hurricanes Helene and Milton. These reoccurring flooding events threaten to continue raising the groundwater elevations in the project area above the top of existing septic tank systems. This can lead to the leaching of untreated wastewater into surrounding soil and surface waters, posing significant risks to public health and water quality. The septic system can be impacted in multiple ways, including full inundation which can backflow into residences, or potentially cause the septic tank to become buoyant and displaced. Additionally, standing flood water can negatively impact residential water well systems by damaging well heads and electrical components. With the reliance on small, individual, shallow wells for household water supplies, the area is very susceptible to saltwater intrusion as sea levels continue to rise. Given projected sea level rise and the increasing risk of major tropical cyclone impacts, it is anticipated that these issues will become more frequent and impactful. The proposed utility mitigation project intends to reduce the risk of utility service losses and eliminate the risk of future flooding damage to water well and septic tanks, sewage backup and groundwater contamination. Upon completion, the hardened potable water and sanitary sewer collection systems are to be operated and maintained by Lee County Utilities, thereby increasing system reliability during future flooding events and ensuring continuity of daily operations.

All project components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind based on location requirements per ASCE 7 standards effective at the time of

permitting. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulation.

FEMA will not establish activity completion timeframes for individual subawards. The period of performance (POP) of the grant award will be 36 months from the close of the application period for DR-4673. **The current POP for DR-4673 will expire on June 20, 2028**. In accordance with HMGP rules and policy, we will require the submittal of all closeout documentation within 120 days, no later than October 18, 2028.

This project must adhere to all program guidelines established in the Hazard Mitigation Assistance Guide dated February 27, 2015, which is the definitive policy document for the Federal Insurance and Mitigation Administration (FIMA) and in accordance with the PAS Operational Agreement between FEMA Region 4 and Florida Division of Emergency Management for DR-4673. The Hazard Mitigation Grant Program for DR-4673 is also governed by the applicable FEMA-State Agreement for DR-4673.

Special Conditions required on implementation of Projects:

- EO 11988 CONDITION: The generators, electrical components, facility, and all its attendant utilities are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation flood elevation. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

- EO 11988 CONDITION: The subrecipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

Source of condition: Executive Order 11988 – Floodplains Monitoring Required: No

Standard Conditions:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

- This review does not address all Federal, State, and local requirements. Acceptance of Federal funding requires the recipient to comply with all Federal, State, and local laws. Failure to obtain all appropriate Federal, State, and local environmental permits and clearances may jeopardize Federal funding.

- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Subrecipient Management Costs (SRMC): Expenditure of subrecipient management costs must adhere to FEMA Policy #104-11-1 Hazard Mitigation Grant Program Management Costs (Interim) signed November 14, 2018. Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

FEMA will reimburse management costs based upon actual costs, with 100 percent federal funding up to 5 percent of the HMGP total award amount for Subrecipients. Regardless of when subawards are obligated, if the total amount of the grant award is adjusted for any reason, FEMA will de-obligate management costs that exceed the 5 percent cap for subrecipients based on updated calculations. The Recipient will reconcile subrecipient management costs against actual costs of the total award on a quarterly basis.

The State HMGP Administrative Plan defines the procedure whereby the Governor's Authorized Representative (GAR) may advance portions of the approved Federal share to the subrecipient. If project costs exceed the amount originally funded and additional federal funds are needed, the subrecipient must contact the Governor's Authorized Representative (GAR). The GAR will evaluate requests for cost overruns and submit to the Regional Administrator written documentation of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

Quarterly progress reports for the HMGP projects are required. Please include this HMGP project in your future quarterly reports. Note that 44 CFR 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions.

Section 206.438(d) of 44 CFR requires the GAR to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement."

The Obligation Report and Record of Environmental Consideration are enclosed for your records. The Management report is available in NEMIS. The obligated funds are available for withdrawal from the Payment Management System on sub-account number **4673DRFLP00002755**.

If you have any further questions, please contact Guillermo A. Da Costa Gomez at (202) 394-4567.

Sincerely,

AARON L DEAN Digitally signed by AARON L DEAN Date: 2026.05.28 09:20:18 -04'00'

Aaron L. Dean, Branch Director
Florida Recovery Office
Mitigation Division

Enclosures:
Obligation Report Supplemental #223 05.28.2026
Record of Environmental Consideration

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 17, 2026

Agenda Item:

Resolution 2026-11 Authorizing Special Obligation Revenue Note, Series 2026 and Approving Related Loan Agreement

Motion to adopt Resolution No. 2026-11 accepting the Synovus Bank financing proposal, approving the form of the Loan Agreement, authorizing issuance of the Village of Estero Special Obligation Revenue Note, Series 2026, in an amount not to exceed $13,000,000, and authorizing the execution and delivery of all related financing documents.

Background:

As part of the Village's Capital Improvement Plan (CIP), the Village acquired approximately 69.4 acres located on Three Oaks Parkway for stormwater and park and recreation purposes. The total acquisition cost was approximately $15,000,000, of which $2,254,436.40 was funded through American Rescue Plan Act (ARPA) funds. Prior to the acquisition, Village Council adopted Resolution No. 2024-02 expressing its intent to reimburse eligible acquisition costs through future tax-exempt debt proceeds.

The Village engaged Public Resources Advisory Group, Inc. (PRAG), an independent registered municipal advisor, to assist in evaluating financing alternatives and developing a financing plan for reimbursement of eligible acquisition costs associated with the property purchase.

As part of the Village's Banking Services Request for Proposals (RFP), financial institutions were invited to submit financing proposals for approximately $12.75 million of eligible acquisition costs associated with the property acquisition.

The Village received financing proposals from multiple financial institutions. Following review and evaluation of the proposals, Synovus Bank was identified as the preferred financing provider based on its competitive financing structure, fixed-rate financing, fully amortizing 20-year repayment schedule, ability to prepay without penalty, and overall financing costs.

The proposed financing will be provided through a Special Obligation Revenue Note, Series 2026, in a principal amount not to exceed $13,000,000. The loan will be evidenced

by a Loan Agreement between the Village and Pinnacle Bank, a Tennessee bank, d/b/a Synovus Bank. Loan proceeds will be used to reimburse eligible costs previously incurred for the acquisition of the Three Oaks Parkway property, fund other eligible capital projects, and pay costs associated with issuance of the loan.

The Note will be secured solely by the Village's covenant to budget and appropriate legally available non-ad valorem revenues. The obligation does not constitute a pledge of the Village's ad valorem taxing power and does not create a lien on any Village property.

The loan will be structured as a fully amortizing 20-year obligation with a final maturity date of May 1, 2046. Interest will be fixed at closing pursuant to the terms established in the Synovus financing proposal.

Action Requested:

Motion to adopt Resolution No. 2026-11 accepting the Synovus Bank financing proposal, approving the form of the Loan Agreement, authorizing issuance of the Village of Estero Special Obligation Revenue Note, Series 2026, in an amount not to exceed $13,000,000, and authorizing the execution and delivery of all related financing documents.

Process and Timeline:

- June 17, 2026 – Council consideration and adoption of Resolution.
- June 30, 2026 – Anticipated loan closing, subject to final execution of financing documents and satisfaction of closing conditions.

Financial Impact:

The Resolution authorizes a financing amount not to exceed $13,000,000. Final principal amount, interest rate, and annual debt service will be established at closing in accordance with the approved financing proposal and prevailing market conditions. Debt service will be payable from legally available non-ad valorem revenues budgeted and appropriated annually by the Village Council.

Prepared by: Kevin Greenville, Finance Director

Attachments:

1. Resolution No. 2026-11 and Exhibits A and B

RESOLUTION NO. 2026-11

A RESOLUTION OF THE VILLAGE OF ESTERO, FLORIDA, ACCEPTING THE PROPOSAL OF PINNACLE BANK, A TENNESSEE BANK, D/B/A SYNOVUS BANK, TO PROVIDE THE VILLAGE WITH A TERM LOAN IN ORDER TO REIMBURSE THE VILLAGE FOR FUNDS EXPENDED TO ACQUIRE CERTAIN REAL PROPERTY; APPROVING THE FORM OF A LOAN AGREEMENT; AUTHORIZING THE ISSUANCE OF A PROMISSORY NOTE PURSUANT TO SUCH LOAN AGREEMENT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING $13,000,000 IN ORDER TO EVIDENCE SUCH LOAN; AUTHORIZING THE REPAYMENT OF SUCH NOTE FROM A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES; DELEGATING CERTAIN AUTHORITY TO THE VILLAGE MANAGER AND OTHER OFFICERS OF THE VILLAGE FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF THE LOAN AGREEMENT, PROMISSORY NOTE AND VARIOUS OTHER DOCUMENTS WITH RESPECT THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in order to improve and maintain the health, safety and welfare of the residents of the Village of Estero, Florida (the "Village"), the Village previously expended funds to acquire approximately 69.4 acres of land located on Three Oaks Parkway to be utilized for stormwater and/or park and recreation purposes, as more particularly described in the plans and specifications on file with the Village (the "Property Acquisition").

WHEREAS, prior to the Property Acquisition, the Village adopted Resolution No. 2024-02 expressing its intent to reimburse costs of the Property Acquisition with proceeds of tax-exempt indebtedness.

WHEREAS, in connection with a request for proposals for banking services, the Village solicited proposals from various financial institutions to provide a term loan to the City to reimburse costs of the Property Acquisition.

WHEREAS, Pinnacle Bank, a Tennessee bank, d/b/a Synovus Bank (the "Noteholder"), submitted its proposal to provide the Village with a term loan (the "Loan") to reimburse costs of the Property Acquisition, which proposal complied with the

solicitation and was the most favorable proposal received by the Village and is attached hereto as **Exhibit A**.

WHEREAS, it is in the best interests of the Village to reimburse costs of the Property Acquisition with proceeds of the Loan.

WHEREAS, the Loan shall be evidenced by the Series 2026 Note (as defined herein) and shall be repaid from the Non-Ad Valorem Revenues (as defined herein) budgeted and appropriated in the manner and to the extent set forth herein and in the hereinafter defined Loan Agreement and the Village will never be compelled to exercise the ad valorem taxing power of the Village to pay said amounts.

WHEREAS, due to the potential volatility of the market for tax-exempt obligations such as the Series 2026 Note, the complexity of the transactions relating to such Series 2026 Note and the competitive nature of the Loan solicitation process, it is in the best interest of the Village to issue the Series 2026 Note by a negotiated sale to the Noteholder, allowing the Village to sell and issue the Series 2026 Note at the most advantageous time, rather than at a specified advertised date, thereby permitting the Village to obtain the best possible price, terms and interest rate for the Series 2026 Note.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, the Charter of the Village and other applicable provisions of law.

SECTION 2. DEFINITIONS. When used in this Resolution, capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement (as defined herein), unless the context clearly indicates a different meaning.

"Bond Counsel" shall mean, Nabors, Giblin & Nickerson, P.A., Tampa, Florida.

"Clerk" shall mean the Village Clerk of the Village, or her or his duly authorized designee.

"Council" shall mean the Village Council of the Village of Estero, Florida.

"Finance Director" shall mean the Finance Director of the Village and such other person as may be duly authorized to act on his or her behalf.

"Loan" shall have the meaning ascribed thereto in the recitals hereof.

"Loan Agreement" shall mean the Loan Agreement to be executed between the Noteholder and the Village, which shall be substantially in the form attached hereto as Exhibit B.

"Municipal Advisor" means Public Resources Advisory Group, Inc.

"Non-Ad Valorem Revenues" shall have the meaning assigned to such term in the Loan Agreement.

"Noteholder" shall mean Pinnacle Bank, a Tennessee bank, d/b/a Synovus Bank.

"Property Acquisition" shall mean the Village's acquisition of approximately 69.4 acres of land located on Three Oaks Parkway for stormwater and/or park and recreation purposes, as more particularly described in the plans and specifications on file with the Village.

"Reimbursement Resolution" shall mean Resolution No. 2024-02 adopted by the Council on January 24, 2024.

"Series 2026 Note" shall mean the Village of Estero, Florida Special Obligation Revenue Note, Series 2026, as such Series 2026 Note is more particularly described in the Loan Agreement.

"Village" shall mean the Village of Estero, Florida, a municipal corporation duly organized and validly existing under the laws of the State of Florida.

"Village Manager" shall mean the acting, interim or permanent Village Manager of the Village and such other person as may be duly authorized to act on his or her behalf.

The words "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms shall refer to this Resolution.

Words importing the singular number include the plural number, and vice versa.

SECTION 3. RESOLUTION TO BE INCORPORATED INTO CONTRACT. In consideration of the purchase and acceptance of the Series 2026 Note by the Noteholder, the provisions of this Resolution shall become a part of the Loan Agreement between the Village and the Noteholder and shall be deemed to be and shall constitute a part of the contract between the Village and the Noteholder. The provisions, covenants and agreements in this Resolution set forth to be performed by or on behalf of the Village shall be for the benefit, protection and security of the Noteholder.

SECTION 4. AUTHORIZATION OF REIMBURSEMENT OF COSTS OF THE PROPERTY ACQUISITION. The reimbursement of costs of the Property Acquisition is hereby authorized and approved as contemplated by the Reimbursement Resolution.

SECTION 5. ACCEPTANCE OF PROPOSAL. The Village hereby accepts the proposal of the Noteholder to provide the Village with the Loan to reimburse costs of the Project Acquisition, a copy of which proposal is attached hereto as **Exhibit A**.

The Village Manager and/or the Manager's designee is hereby authorized to execute and deliver any documents required to formally accept such proposal and the terms thereof. All actions taken by such officer(s) or their designees, the Municipal Advisor and Bond Counsel with respect to such proposal prior to the date hereof are hereby authorized and ratified. To the extent of any conflict between the provisions of this Resolution or the Loan Agreement and the proposal, the provisions of this Resolution and the Loan Agreement shall prevail.

SECTION 6. APPROVAL OF FORM OF LOAN AGREEMENT AND SERIES 2026 NOTE. The Village hereby approves the Loan from the Noteholder in the principal amount of not exceeding $13,000,000. The Village Manager shall determine the specific principal amount of the Loan upon the advice of the Municipal Advisor and Bond Counsel. The interest rate for the Loan shall be a fixed rate determined in accordance with the Noteholder's proposal and to be set forth in the Loan Agreement and the Series 2026 Note. The final maturity date of the Series 2026 Note shall be May 1, 2046. The terms and provisions of the Loan Agreement in substantially the form attached hereto as **Exhibit B** are hereby approved, with such changes, insertions and additions as the Village Manager may approve. The Village hereby authorizes the Village Manager to execute and deliver, and the Clerk to attest and affix the Village seal to, the Loan Agreement substantially in the form attached hereto as **Exhibit B**, with such changes, insertions and additions as the Village Manager may approve, the Manager's execution thereof being conclusive evidence of such approval. In order to evidence the Loan under the Loan Agreement, it is necessary to provide for the execution and delivery of the Series 2026 Note. The Village Manager and the Clerk are authorized to execute and deliver the Series 2026 Note substantially in the form attached to the Loan Agreement as **Exhibit A** with such changes, insertion and additions as the Village Manager may approve, the Manager's execution thereof being evidence of such approval.

SECTION 7. LIMITED OBLIGATION. The obligation of the Village to repay the Series 2026 Note is a limited and special obligation payable from Non-Ad Valorem Revenues solely in the manner and to the extent set forth in the Loan Agreement and shall not be deemed a pledge of the faith and credit or taxing power of the Village and such obligation shall not create a lien on any property whatsoever of or in the Village. The Non-Ad Valorem Revenues shall consist of legally available non-ad valorem revenues budgeted and appropriated by the Council to pay debt service on the Series 2026 Note, all in the manner and to the extent described in the Loan Agreement.

SECTION 8. GENERAL AUTHORIZATION. The Village Manager, the Manager's designee, the Mayor, and the Clerk are authorized to execute and deliver such documents, instruments and contracts, whether or not expressly contemplated hereby; and the Village Attorney and other employees or agents of the Village are hereby authorized and directed to do all acts and things required hereby or thereby as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to

effectuate the purpose and intent of this Resolution. The Municipal Advisor and Bond Counsel are authorized to take all action necessary and desirable to effect the issuance of the Series 2026 Note and the execution and delivery of the Loan Agreement.

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

DULY ADOPTED with a quorum present this 17th day of June 2026.

_____
Joanne Ribble, Mayor

Attest:

_____
Carol Sacco, Village Clerk

EXHIBIT A

Proposal
of Pinnacle Bank, a Tennessee bank, d/b/a Synovus Bank

Exhibit A

Government Banking Solutions
SYNOVUS®

June 11, 2026

Village of Estero, FL
Kevin Greenville, Finance Director
9401 Corkscrew Palms Circle
Estero, Fl 33928

RE: Series 2026 Non-Bank Qualified Tax-Exempt Term Loan – Land Purchase

Synovus Bank ("Bank") is pleased to consider a financing arrangement for the Village of Estero, FL (the "Village") the basic terms and conditions of which are set forth below. This financing proposal is not exhaustive, and the credit Facility is subject to other terms and conditions for similar transactions.

Borrower: Village of Estero, FL (the "Village")

Facility: Term Loan

Amount: $13,000,000 (not to exceed)

Purpose: The proceeds of the Facility shall be used to reimburse the Village for a portion of the cost related to the purchase of land on Three Oaks Parkway, which will be used to establish a regional stormwater retention area to address flooding in the area. Additionally, loan proceeds may be used for other eligible capital projects and to cover any costs associated with closing of the subject loan.

Term: *A)* The term of the Facility shall not exceed 20 years from the date of closing, fully amortizing.

Collateral: The Loan shall be payable solely from and secured solely by a covenant of the Village to budget, appropriate and deposit Non-Ad Valorem Revenues sufficient to pay the required principal and interest when due.

Repayment: The facility shall be fully funded upon closing. The Village shall make annual principal and semi-annual interest payments, commencing May 1, 2027. Interest will be calculated based on a 360-day year comprised of 12 30-day months.

Interest Rate: The interest rate will be a fixed rate locked prior to closing and will be indexed to 79% of the prevailing Twenty (20) Year Treasury Constant Maturity plus 98 basis points. The rate will be held until June 30th, 2026. In the event the closing is delayed past that date, the rate will be reset three days prior to the scheduled closing using the formula mentioned above.

Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Treasury Constant Maturity will be as published by the Federal Reserve located via the internet at https://www.federalreserve.gov/releases/h15/.

Pre-payment: The Village may prepay and redeem the Facility, in whole or part, at any time or from time to time, without penalty or premium, by paying to the Bank all or a part of the principal amount of the Facility to be repaid, together with the unpaid interest accrued on the amount of principal.

Fees: **Commitment Fee: 15bps**

Late Fee: If any payment due to the Bank is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.

Legal Fee: The Village's counsel will provide documentation associated with this transaction. Documentation will be subject to the review and approval of the Bank and the Bank's counsel. The Village shall agree to pay all legal fees and expenses of the Bank associated with the review and closing of this transaction, which costs may be paid with proceeds of the Facility. Legal costs are estimated not to exceed $8,500. The Bank's legal counsel for the proposed transaction will be Greenspoon Marder Law.

Affirmative Covenants: For so long as any of the principal amount of or interest on the proposed Facility is outstanding or any duty or obligation of the Village contemplated under the proposed Facility remains unpaid or unperformed, the Village covenants to the Bank as follows:

a) the Village shall pay the principal of and interest on the proposed Facility at the time and place and in the manner provided in the Note,
b) The Village shall not be dissolved until the Note is repaid in full.
c) the Village shall within ten days after it acquires knowledge thereof, notify the Bank in writing upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passing of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Bank with such written notice, a detailed statement by a responsible officer of the Village of all relevant facts and the action being taken by the Village with respect thereto,
d) the Village agrees that any and all records of the Village related to the project shall be open to inspection by the Bank, or its representatives at all reasonable times at the office of the Village,
e) the Village will take all reasonable legal action within its control in order to maintain its existence as a political subdivision of the State, and shall not voluntarily dissolve,
f) the Village shall promptly inform the Bank in writing of any actual or potential contingent liabilities or pending or threatened litigation of an amount limited to $1,000,000 or greater that could reasonably be expected to have a material and adverse effect upon the financial condition of the Village or upon the ability of the Village to perform its obligation under the proposed Note,
g) the Village shall maintain such liability, casualty, and other insurance as is reasonable and prudent for a similarly situated Villages and shall upon request of the Bank, provide evidence of such coverage to the Bank,
h) the Village is in compliance and shall comply with all applicable federal, state, and local laws and regulatory requirements.
i) books and records of the Village shall be kept in which complete and correct entries shall be made, in accordance with generally accepted accounting principles.

Anti-Dilution: The Village will not issue any subsequent debt secured by or payable from Non-Ad Valorem unless Non-Ad Valorem Revenues shall cover projected maximum annual debt service on the Loan and maximum annual debt service on all other Debt by at least 1.5x and projected maximum annual debt service on the Loan and maximum annual debt service for all other Debt will not exceed 25% of the Governmental Fund Revenues. The calculations required shall be determined using the average of actual receipts for the prior two fiscal years based on the most recent Village audited financial statements.

Transfers The Bank may transfer the Note in whole, but not in part, and only to an accredited investor or a qualified institutional buyer.

Financial Reporting: The Village will cause a financial audit to be completed of its books and accounts for each fiscal year, beginning with the fiscal year ending September 30, 2025, and shall furnish such financial audit to the Bank within 270 days of the end of each such fiscal year. The financial audit shall be prepared in accordance with Chapter 10.550 of the Rules of the Florida Auditor General or the provisions of any successor state or rule governing Florida local governmental entity audits. In addition, the Village shall adopt an annual budget as required by law and shall provide the Bank with a copy for each fiscal year not later than 45 days after the commencement thereof.

Events of Default: An "Event of Default" shall be deemed to have occurred under this Loan Document if:

a) the Village shall fail to make any payment of the principal of or interest on the Note after the same shall become due and payable; or
b) the Village shall default in the performance of or compliance with any term or covenant contained in the Loan Documents, which default or noncompliance shall continue and not be cured within thirty (30) days after (i) notice thereof to the Village by the Bank; or (ii) the Bank is notified of such noncompliance or should have been so notified, whichever is earlier; or
c) any representation or warranty made in writing by or on behalf of the Village in any Loan Document shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or
d) the Village admits in writing its inability to pay its debts generally as they become due or files a petition in Bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or
e) the Village is adjudged insolvent by a court of competent jurisdiction , or it is adjudged a Bankrupt on a petition in Bankruptcy filed by or against the Village, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Village, a receiver or trustee of the Village or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 90 days from the date of entry thereof; or
f) the Village shall file a petition or answer seeking reorganization or any arrangement under the federal Bankruptcy laws or any other applicable law or statute of the United States of America or the State of Florida; or
g) the Village shall default in the due and punctual payment or performance of covenants under any obligation for the payment of money to the Bank or any other subsidiary or affiliate of the Bank; or

h) a judgment or order shall be rendered against the Village for the payment of money in excess of $1,000,000 and such judgment or order shall continue unsatisfied or unstayed for a period of more than 30 days.

Default Rate: The "default rate of interest" shall be the lesser of five percentage points in excess of the Bank's Prime Rate of interest charged at the time of the Monetary Default or the maximum legal interest rate. The default rate of interest shall only apply for interest during the period between the Monetary Default occurs and when it is cured by the Village.

Interest Rate Adjustments: In the event the interest on the Loan becomes subject to federal income tax in any period **due to action or inactions of the Village**, the interest rate will be converted to the taxable rate during that period. The taxable rate will be calculated by dividing the then current non-Bank qualified tax-exempt rate by 1 minus the effective federal tax rate. In addition, the Village shall make the Bank whole for any interest, penalties, and additions to tax suffered by the Bank.

Conditions of Lending: The obligations of the Bank to lend hereunder are subject to the following conditions precedent:

a) Documents are and shall be true and correct to the best of the Village's knowledge at the time of closing.

b) On the closing date the Village shall be in compliance with all the terms and provisions set forth in the Loan Documents on its part to be observed or performed, and no Event of Default nor any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.

c) On or prior to the closing date, the Bank shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Bank (such satisfaction to be evidenced by the purchase of the Note by the Bank): (i) the opinion of counsel and/or bond counsel to the Village, regarding the due authorization, execution, delivery, validity and enforceability of the Agreement and the Note, the Village's power to incur the debt evidenced by the Note, the due adoption and enforceability of the Note Resolution and Assessment Resolutions and the due creation and existence of the Village and to the effect that the Note is excluded from gross income for federal income tax purposes, and (ii) such additional supporting documents as the Bank may reasonably request.

d) No material and adverse changes shall have occurred in the financial condition of the Village.

e) The Bank shall not be required to enter the proposed Credit Accommodation until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. The Bank complies with the US Patriot Act of 2001 (the "Act"), including, but not limited to; those sections relating to customer identification, monitoring and reporting of suspicious activities, and the prevention of money laundering. This Act mandates that we verify certain information about the borrower and any guarantor while processing the Credit Accommodation request. Furthermore, certain assumptions are made for this proposal which, if altered,

could affect the overall credit approval and or the terms of the proposed Credit Accommodation.

f) As long as the Bank retains 51% or more of the outstanding Note, the Village shall maintain full deposit relationship, treasury, and cash management services with the Bank. Bank agrees to a treasury review on an annual basis to ensure agreed upon pricing remains in line with current market pricing. In the event the Bank is unwilling or unable to match market pricing, the Village is entitled to use other Financial Institutions for these services.

Waiver of Jury Trial The Village and Bank knowingly, intentionally, and voluntarily waive any right which any of them may have to a trial by jury in connection with any matter directly or indirectly relating to any loan document executed in connection herewith or any other matter arising from the relationship between Bank and Village.

Synovus Bank appreciates the opportunity to submit this Proposal and looks forward to your favorable response. If you have any questions or need additional information, please do not hesitate to contact me at the numbers below.

Respectfully,



Carlton Fleming
Government Banking
SVP, Government Solutions Relationship Manager
O: 813-712-2385
C: 813-504-6950
carltonfleming@Synovus.com

Agreed to and accepted this _____ day of _____, 2026.

BORROWER: Village of Estero, FL

Signature: _____

Name: _____

Title: _____

EXHIBIT B

Form of Loan Agreement

Exhibit B

LOAN AGREEMENT

BETWEEN

VILLAGE OF ESTERO, FLORIDA

AND

PINNACLE BANK, A TENNESSEE BANK, D/B/A SYNOVUS BANK

Dated as of June 30, 2026

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EXHIBIT A - FORM OF SERIES 2026 NOTE

This **LOAN AGREEMENT** (this "Agreement") is made and entered into as of June 30, 2026, by and between **VILLAGE OF ESTERO, FLORIDA**, a municipal corporation duly organized and validly existing under the laws of the State of Florida, and its successors as may be provided by law (the "Village"), and **PINNACLE BANK, A TENNESSEE BANK, D/B/A SYNOVUS BANK**, a banking corporation duly organized and existing under the laws of the State of Tennessee, and its successors and assigns (the "Noteholder");

W I T N E S S E T H:

WHEREAS, the Village is authorized by provisions of the Florida Constitution, Chapter 166, Florida Statutes, the Charter of the Village and other applicable provisions of law (collectively, the "Act") to, among other things, acquire, construct, equip, own, sell, lease, operate and maintain various capital improvements and public facilities to promote the health, welfare and economic prosperity of the residents of the Village and to borrow money to finance and refinance the acquisition, construction, equipping and maintenance of such capital improvements and public facilities; and

WHEREAS, in order to improve and maintain the health, safety and welfare of the residents of the Village of Estero, Florida (the "Village"), the Village previously expended funds to acquire approximately 69.4 acres of land located on Three Oaks Parkway to be utilized for stormwater and/or park and recreation purposes, as more particularly described in the plans and specifications on file with the Village (the "Property Acquisition"); and

WHEREAS, prior to the Property Acquisition, the Village adopted Resolution No. 2024-02 expressing its intent to reimburse the costs of the Property Acquisition with proceeds of tax-exempt indebtedness; and

WHEREAS, in connection with a request for proposals for banking services, the Village solicited proposals from various financial institutions to provide a term loan to the Village to reimburse costs of the Property Acquisition.

WHEREAS, the proposal submitted by the Noteholder was the most favorable proposal received by the Village; and

WHEREAS, the Noteholder is willing to make a term loan to the Village, and the Village is willing to incur such term loan, pursuant to the terms and provisions of this Agreement in an aggregate principal amount of $_____ to reimburse costs of the Property Acquisition and pay costs in connection with this transaction.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, **DO HEREBY AGREE** as follows:

ARTICLE I

DEFINITION OF TERMS

SECTION 1.01. DEFINITIONS. The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings in this Article I specified, unless the context clearly otherwise requires.

"Act" shall mean the Florida Constitution, Chapter 166, Florida Statutes, the Charter of the Village and other applicable provisions of law.

"Agreement" shall mean this Loan Agreement, dated as of June 30, 2026, between the Village and the Noteholder and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Bond Counsel" shall mean Nabors, Giblin & Nickerson, P.A., Tampa, Florida or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which the Noteholder is authorized or required to be closed.

"Clerk" shall mean the Village Clerk of the Village, or her or his duly authorized designee.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and applicable rules and regulations.

"Debt" means at any date (without duplication) all of the following to the extent that they are secured by or payable in whole or in part from any Non-Ad Valorem Revenues (A) all obligations of the Village for borrowed money or evidenced by bonds, debentures, notes or other similar instruments; (B) all obligations of the Village to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (C) all obligations of the Village as lessee under financing leases; and (D) all indebtedness of other Persons to the extent guaranteed by, or secured by, Non-Ad Valorem Revenues of the Village; provided, however, if with respect to any obligation contemplated in (A), (B), or (C) above, the Village has covenanted to budget and appropriate sufficient Non-Ad Valorem Revenues as a secondary source of funds to satisfy such obligation but has not secured such obligation with a lien on or pledge of any Non-Ad Valorem Revenues then, and with respect to any obligation contemplated in (D) above, such obligation shall not be considered "Debt" for

purposes of this Loan Agreement unless the Village has actually used Non-Ad Valorem Revenues to satisfy such obligation during the immediately preceding Fiscal Year or reasonably expects to use Non-Ad Valorem Revenues to satisfy such obligation in the current or immediately succeeding Fiscal Year. After an obligation is considered "Debt" as a result of the proviso set forth in the immediately preceding sentence, it shall continue to be considered "Debt" until the Village has not used any Non-Ad Valorem Revenues to satisfy such obligation for two consecutive Fiscal Years.

"Default Rate" shall mean the lesser of (A) the Noteholder's published prime rate, plus 500 basis points (5.00%) per annum, or (B) the maximum rate allowable under applicable law.

"Determination of Taxability" shall mean the circumstance of interest paid or payable on the Series 2026 Note becoming includable for federal income tax purposes in the gross income of the Noteholder as a consequence of any act or omission of the Village. A Determination of Taxability will be deemed to have occurred upon (A) the receipt by the Village or the Noteholder of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other official letter or correspondence from the Internal Revenue Service which holds that any interest payable on the Series 2026 Note is includable in the gross income of the Noteholder; (B) the issuance of any public or private ruling of the Internal Revenue Service that any interest payable on the Series 2026 Note is includable in the gross income of the Noteholder, or (C) receipt by the Village or the Noteholder of an opinion of a Bond Counsel that any interest on the Series 2026 Note has become includable in the gross income of the Noteholder for federal income tax purposes. For all purposes of this definition, a Determination of Taxability will be deemed to occur on the first date as of which the interest on the Series 2026 Note is deemed includable in the gross income of the Noteholder.

"Fiscal Year" shall mean the 12-month period commencing on October 1 of any year and ending on September 30 of the immediately succeeding year.

"Governmental Funds" shall mean all of the "governmental funds" of the Village as described and identified in the annual audited financial statements of the Village for the applicable Fiscal Year.

"Governmental Funds Revenues" shall mean total revenues of the Village derived from any source whatsoever and that are allocated to and accounted for in the Governmental Funds as shown in the annual audited financial statements of the Village for the applicable Fiscal Year.

"Interest Rate" shall mean a fixed interest rate equal to ____% per annum. The Interest Rate is subject to adjustment pursuant to Section 3.03 and Section 5.02 hereof.

"Maturity Date" shall mean May 1, 2046.

"Maximum Annual Debt Service" shall mean the maximum annual debt service to come due during any Fiscal Year of the Village on the outstanding Series 2026 Note.

"Non-Ad Valorem Revenues" shall mean all Governmental Funds Revenues, other than revenues generated from ad valorem taxation on real or personal property, which are legally available to make the payments required herein.

"Noteholder" shall mean Pinnacle Bank, a Tennessee bank, d/b/a Synovus Bank, and its successors and assigns.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, governmental entity or other legal entity.

"Property Acquisition" shall mean the Village's acquisition of approximately 69.4 acres of land located on Three Oaks Parkway to be utilized for stormwater and/or park and recreation purposes, as more particularly described in the plans and specifications on file with the Village have the meaning ascribed thereto in the recitals of this Agreement.

"Resolution" shall mean Resolution No. ____ adopted by the Village Council on June 17, 2026, which among other things authorized the execution and delivery of this Loan Agreement and the issuance of the Series 2026 Note.

"Series 2026 Note" shall mean the Village of Estero, Florida Special Obligation Revenue Note, Series 2026, authorized to be issued by the Resolution and more particularly described in Article III hereof.

"State" shall mean the State of Florida.

"Tax Certificate" shall mean the Certificate as to Arbitrage and certain Other Tax Matters to be executed by the Village in connection with the issuance of the Series 2026 Note, as such certificate may be amended from time to time.

"Village" shall mean the Village of Estero, Florida, a municipal corporation duly organized and validly existing under the laws of the State of Florida.

"Village Manager" shall mean any acting, interim or permanent Village Manager of the Village, any assistant Village Manager of the Village, or any of their duly authorized designees.

SECTION 1.02. INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be

construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

SECTION 1.03. TITLES AND HEADINGS. The titles and headings of the articles and sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

[Remainder of page intentionally left blank]

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS; SECURITY FOR SERIES 2026 NOTE

SECTION 2.01. REPRESENTATIONS BY THE VILLAGE. The Village represents, warrants and covenants that:

(a) The Village is a municipal corporation duly organized and validly existing under the Constitution and other laws of the State. Pursuant the Resolution, the Village has duly authorized the execution and delivery of this Agreement, the performance by the Village of all of its obligations hereunder, and the issuance of the Series 2026 Note in the principal amount of $_____.

(b) The Village has complied with all of the provisions of the constitution and laws of the State, including the Act, and has full power and authority to enter into and consummate all transactions contemplated by this Agreement or under the Series 2026 Note, and to perform all of its obligations hereunder and under the Series 2026 Note and, to the best knowledge of the Village, the transactions contemplated hereby do not conflict with the terms of any statute, order, rule, regulation, judgment, decree, agreement, instrument or commitment to which the Village is a party or by which the Village is bound.

(c) The Village is duly authorized and entitled to issue the Series 2026 Note and enter into this Agreement and, when executed and delivered, the Series 2026 Note and this Agreement will each constitute a legal, valid and binding obligation of the Village enforceable in accordance with its respective terms, subject as to enforceability to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(d) There are no actions, suits or proceedings pending or, to the best knowledge of the Village, threatened against or affecting the Village, at law or in equity, or before or by any governmental authority, that, if adversely determined, would materially impair the ability of the Village to perform the Village's obligations under this Agreement or under the Series 2026 Note, or which would have a materially adverse effect on the Village (financial or otherwise).

SECTION 2.02. GENERAL COVENANT OF THE NOTEHOLDER. Pursuant to the terms and provisions of this Agreement, the Noteholder agrees to provide a term loan to the Village as evidenced hereby and by the Series 2026 Note for the purpose of reimbursing costs of the Property Acquisition and paying costs relating to the issuance of the Series 2026 Note.

SECTION 2.03. TAX COVENANT. (a) In order to maintain the exclusion from gross income for purposes of federal income taxation of interest on the Series 2026 Note, the Village shall comply with each requirement of the Code applicable to the Series 2026 Note. In furtherance of the covenant contained in the preceding sentence, the Village agrees to continually comply with the provisions of the Tax Certificate, which is incorporated fully by reference herein, as a source of guidance for achieving compliance with the Code.

(b) The Village shall make any and all rebate payments required to be made to the United States Department of the Treasury in connection with the Series 2026 Note pursuant to Section 148(f) of the Code.

(c) So long as necessary in order to maintain the exclusion from gross income of interest on the Series 2026 Note for federal income tax purposes, the covenants contained in this Section shall survive the payment of the Series 2026 Note and the interest thereon, including any payment or defeasance thereof.

(d) The Village shall not take or permit any action or fail to take any action which would cause the Series 2026 Note to be an "arbitrage bond" within the meaning of Section 148(a) of the Code.

SECTION 2.04. SERIES 2026 NOTE SHALL NOT BE INDEBTEDNESS OF THE VILLAGE OR STATE. The Series 2026 Note, when delivered by the Village pursuant to the terms of this Agreement, shall not be or constitute an indebtedness of the Village, the State of Florida or any political subdivision or agency thereof, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable solely as herein provided. The Noteholder shall never have the right to compel the exercise of the ad valorem taxing power of the Village, or taxation in any form on any property therein to pay the Series 2026 Note or the interest thereon. The Series 2026 Note is a special and limited obligation secured by and payable as to principal and interest from the Non-Ad Valorem Revenues, to the extent and in the manner provided herein.

SECTION 2.05. COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES. The Village covenants and agrees to budget and appropriate in its annual budget for each Fiscal Year in which any amounts due hereunder or with respect to the Series 2026 Note remain unpaid or outstanding, by amendment, if necessary, from Non-Ad Valorem Revenues amounts sufficient to pay principal of and interest on the Series 2026 Note when due. Such covenant and agreement on the part of the Village to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the Village, the Village does not covenant to maintain any services

or programs, now provided or maintained by the Village, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Village from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Village to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Noteholder a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Village. Such covenant to appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate for the purposes and in the manner stated herein shall have the effect of making available for the payment of the Series 2026 Note, in the manner described herein, Non-Ad Valorem Revenues and placing on the Village a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 166.241, Florida Statutes, which generally provide that the governing body of each municipality may only make appropriations for each Fiscal Year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources; and subject, further, to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the Village or which are legally mandated by applicable law.

SECTION 2.06. PAYMENT COVENANT. The Village covenants that it shall duly and punctually pay from the Non-Ad Valorem Revenues budgeted and appropriated in accordance with Section 2.05 hereof, the principal of and interest on the Series 2026 Note at the dates and place and in the manner provided herein and in the Series 2026 Note according to the true intent and meaning thereof and all other amounts due under this Agreement.

SECTION 2.07. ANTI-DILUTION. During such time as the Series 2026 Note is outstanding hereunder or any amounts due hereunder or with respect to the Series 2026 Note remain unpaid or outstanding, the Village agrees and covenants that upon the issuance of any subsequent Debt (A) Non-Ad Valorem Revenues shall cover Maximum Annual Debt Service on the Series 2026 Note and maximum annual debt service on Debt by at least 1.5x; and (B) Maximum Annual Debt Service on the Series 2026 Note and maximum annual debt service for all other Debt will not exceed 25% of Governmental Funds Revenues, exclusive of ad valorem tax revenues restricted to payment of debt service on any Debt. The calculations required by clauses (A) and (B) above shall be determined using the average of actual receipts for the prior two Fiscal Years based on the Village's annual audited financial statements for such Fiscal Years. In addition, Maximum Annual Debt Service on the Series 2026 Note and maximum annual debt service on Debt shall be

determined on an aggregate basis whereby the annual debt service for each is combined and the overall maximum is determined.

For the purposes of the covenants contained in this Section 2.07, maximum annual debt service on Debt means, with respect to Debt that bears interest at a fixed interest rate, the actual maximum annual debt service, and, with respect to Debt which bears interest at a variable interest rate, maximum annual debt service on such Debt shall be determined assuming that interest accrues on such Debt at the current "Bond Buyer Revenue Bond Index" as published in *The Bond Buyer* no more than two weeks prior to any such calculation; provided, however, if any Debt, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, as defined in the immediately following sentence, maximum annual debt service on such Debt shall be determined assuming such Debt is amortized over 25 years on an approximately level debt service basis. For purposes of the foregoing sentence, "Balloon Indebtedness" means Debt, 25% or more of the original principal of which matures during any one Fiscal Year. With respect to debt service on any Debt with respect to which the Village elects to receive or is otherwise entitled to receive direct subsidy payments from the United States Department of Treasury, when determining the interest on such Debt for any particular interest payment date the amount of the corresponding subsidy payment shall be deducted from the amount of interest which is due and payable with respect to such Debt on the interest payment date and shall not be included in the determination of Non-Ad Valorem Revenues for purposes of this Section 2.07, but only to the extent that the Village reasonably believes that it will be in receipt of such subsidy payment on or prior to such interest payment date.

SECTION 2.08. OTHER COVENANTS. (a) The Village will furnish to the Noteholder within 270 days after the close of each Fiscal Year (commencing with the Fiscal Year ended September 30, 2025) a copy of the annual audited financial statements of the Village, audited by a certified public accountant which shall comply with applicable Florida law.

(b) The Village shall adopt an annual budget as required by law and shall provide the Noteholder with a copy of the annual budget of the Village each Fiscal Year within 45 days after commencement of the Fiscal Year to which such budget applies.

(c) The Village will take all reasonable legal action within its control in order to maintain its existence as a municipal corporation of the State and shall not voluntarily dissolve so long as the Series 2026 Note remains outstanding.

(d) The Village agrees that any and all records of the Village related to the Property Acquisition and the Series 2026 Note shall be open to inspection by the Noteholder or its representatives at all reasonable times at the offices of the Village.

(e) The Village shall within ten days after it acquires actual knowledge thereof notify the Noteholder in writing upon the happening, occurrence, or existence of any Event

of Default described in Section 5.01 hereof, and any event or condition which with the passing of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Noteholder with such written notice, a detailed statement by a responsible officer of the Village of all relevant facts and the action being taken by the Village with respect thereto.

(f) The Village shall promptly inform the Noteholder in writing of any actual or potential contingent liabilities or pending or threatened litigation of an amount equal to $1,000,000 or greater that could reasonably be expected to have a material and adverse effect upon the financial condition of the Village or upon the ability of the Village to perform its obligations hereunder or under the Series 2026 Note.

(g) The Village shall maintain such liability, casualty, and other insurance as is reasonable and prudent for a similarly situated Florida municipality and shall upon request of the Noteholder, provide evidence of such coverage to the Noteholder.

(h) The Village is in compliance and shall comply with all applicable federal, state, and local laws and regulatory requirements.

(i) The Village shall keep books and records with complete and correct entries in accordance with generally accepted accounting principles.

(j) As long as the Noteholder Bank retains ownership of 51% or more of the outstanding principal amount of the Series 2026 Note, the Village shall maintain full deposit relationship, treasury, and cash management services with the Noteholder. The Noteholder agrees to a treasury review on an annual basis to ensure agreed upon pricing remains in line with current market pricing. In the event the Noteholder is unwilling or unable to match market pricing, the Village is entitled to use other financial institutions for these services.

ARTICLE III

DESCRIPTION OF SERIES 2026 NOTE; PAYMENT TERMS; OPTIONAL PREPAYMENT

SECTION 3.01. DESCRIPTION OF THE SERIES 2026 NOTE. (a) The Village hereby authorizes the issuance and delivery of the Series 2026 Note to the Noteholder which Series 2026 Note shall be in an amount equal to _____ MILLION AND 00/100 DOLLARS ($_____) and shall be designated as the "Village of Estero, Florida Special Obligation Revenue Note, Series 2026." The text of the Series 2026 Note shall be substantially in the form attached hereto as Exhibit A, with such omissions, insertions and variations as may be necessary and desirable to reflect the particular terms of the Series 2026 Note. The provisions of the form of the Series 2026 Note are hereby incorporated in this Agreement.

(b) The Series 2026 Note shall be dated the date of its delivery. The Series 2026 Note shall be executed in the name of the Village by the manual signature of the Village Manager and the official seal of the Village shall be affixed thereto and attested by the manual signature of the Clerk. In case any one or more of the officers, who shall have signed or sealed the Series 2026 Note, shall cease to be such officer of the Village before the Series 2026 Note so signed and sealed shall have been actually delivered, such Series 2026 Note may nevertheless be delivered as herein provided and may be issued as if the person who signed or sealed such Series 2026 Note had not ceased to hold such office.

(c) The Series 2026 Note shall bear interest from its date of issuance at the Interest Rate (calculated on the basis of a 360-day year comprised of twelve 30-day months) as the same may be adjusted pursuant to Section 3.03 hereof and Section 5.02 hereof. Interest on the Series 2026 Note shall be payable semi-annually on May 1 and November 1 of each year, commencing May 1, 2027 (each an "Interest Payment Date") so long as any amount under the Series 2026 Note remains outstanding. Principal of the Series 2026 Note shall be payable annually on May 1 of each year, commencing May 1, 2027 (each a "Principal Payment Date"), through and including the Maturity Date. The annual principal payments shall be set forth in the Series 2026 Note.

(d) All payments of principal of and interest on the Series 2026 Note shall be payable in any coin or currency of the United States which, at the time of payment, is legal tender for the payment of public and private debts and shall be made to the Noteholder in whose name the Series 2026 Note shall be registered on the registration books maintained by the Village as of the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding an Interest Payment Date or Principal Payment Date (i) in immediately available funds, (ii) by delivering to the Noteholder no later than the applicable Interest Payment Date or Principal Payment Date a wire transfer, or (iii) in such other manner as the Village and the Noteholder shall agree upon in writing. Notwithstanding the foregoing, the Noteholder shall be required to present and surrender

the Series 2026 Note to the Village only for the final payment of the principal of the Series 2026 Note or shall otherwise provide evidence reasonably acceptable to the Village that such Series 2026 Note has been fully paid and cancelled. If any Interest Payment Date or Principal Payment Date is not a Business Day, the corresponding payment shall be due on the next succeeding Business Day. The Village shall maintain books and records with respect to the identity of the holders of the Note, including a complete and accurate record of any assignment of this Agreement and the Series 2026 Note as provided in Section 3.01(f).

(e) Except as otherwise provided herein, the Noteholder shall pay for all of its costs relating to regular servicing the term loan. At closing, the Village shall pay the Noteholder a commitment fee equal to [$_____]. The Village additionally shall pay the fees of the Noteholder's legal counsel in the amount of $8,500.

(f) The Noteholder's right, title and interest in and to the Series 2026 Note and any amounts payable by the Village thereunder may be assigned and reassigned in whole only by the Noteholder, without the necessity of obtaining the consent of the Village; provided, that any such assignment, transfer or conveyance shall be made only to (a) an affiliate of the Noteholder or (b) a "qualified institutional buyer," as defined in Rule 144A of the Securities Act of 1933, or (c) an "accredited investor," as defined in Rule 501 of Regulation D. Upon notification by the Noteholder to the Village of the Noteholder's intent to assign and sell its right, title and interest in and to the Series 2026 Note as herein provided, the Village agrees that it shall execute and deliver to the assignee Noteholder, a Series 2026 Note in the principal amount so assigned, registered in the name of the assignee Noteholder, executed and delivered by the Village in the same manner as provided herein and with an appendix attached thereto setting forth the amounts to be paid on each Principal Payment Date with respect to the Series 2026 Note. In all cases of an assignment of the Series 2026 Note, the Village shall at the earliest practical time enter the change of ownership in the registration books; provided, however, the written notice of assignment must be received by the Clerk at the Village's address set forth in Section 6.05 hereof no later than the close of business on the fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding an Interest Payment Date in order to have such transfer recorded on the books and records of the Village on such next succeeding Interest Payment Date.

Nothing contained in this Section 3.01(f) shall be interpreted to prohibit the Noteholder from selling participations in the Series 2026 Note to any investors meeting the conditions set forth in the immediately preceding paragraph.

SECTION 3.02. OPTIONAL PREPAYMENT. (a) The Series 2026 Note may be prepaid in whole or in part on any Business Day at a price equal to 100% of the principal amount of the Series 2026 Note to be prepaid plus accrued interest thereon to the date of prepayment, without premium or penalty.

(b) Any prepayment of the Series 2026 Note shall be made on such Business Day as shall be specified by the Village in a notice delivered to the Noteholder not less than fifteen (15) days prior thereto specifying the principal amount of the Series 2026 Note to be prepaid and the date that shall be the date of such prepayment. Notice having been given as aforesaid, the amount of the outstanding principal of the Series 2026 Note to be prepaid shall become due and payable on the date of prepayment stated in such notice, together with interest accrued and unpaid to the date of prepayment on the principal amount then being paid. If on the date of prepayment moneys for the payment of the principal amount to be prepaid on the Series 2026 Note, together with interest to the date of prepayment on such principal amount shall have been paid to the Noteholder as above provided, then from and after the date of prepayment, interest on such prepaid principal amount of the Series 2026 Note shall cease to accrue. If said money shall not have been so paid on the date of prepayment, such principal amount of the Series 2026 Note shall continue to bear interest until payment thereof at the then applicable Interest Rate. Any such failure to pay the prepayment price shall not constitute an Event of Default hereunder. Any prepayment in part shall be applied to the remaining principal payments in inverse order of scheduled payments unless otherwise agreed to between the Village and the Noteholder.

SECTION 3.03. ADJUSTMENT TO INTEREST RATE. In the event of a Determination of Taxability, the Interest Rate on the Series 2026 Note shall be immediately increased to the rate obtained by dividing the Interest Rate by (1 minus the then effective maximum corporate income tax rate) (the "Adjusted Rate"); provided, however, such Adjusted Rate shall never exceed the maximum rate allowable by law. Immediately upon a Determination of Taxability, the Village agrees to pay to the Noteholder, the Additional Amount. "Additional Amount" means (i) the difference between (A) interest on the Series 2026 Note for the period commencing on the first date on which the interest on the Series 2026 Note (or portion thereof) is deemed to have lost its tax-exempt status and ending on the effective date of the adjustment of the Interest Rate to the Adjusted Rate (the "Prior Taxable Period") at a rate per annum equal to the Adjusted Rate and (B) the aggregate amount of interest paid on the Series 2026 Note during the Prior Taxable Period at the Interest Rate applicable to the Series 2026 Note prior to the adjustment to the Adjusted Rate, plus (ii) any penalties, fines, fees, costs and interest paid or payable by the Noteholder to the Internal Revenue Service by reason of such Determination of Taxability.

[Remainder of page intentionally left blank]

ARTICLE IV

CONDITIONS FOR ISSUANCE OF THE SERIES 2026 NOTE

SECTION 4.01. CONDITIONS FOR ISSUANCE. In connection with the issuance of the Series 2026 Note, the Noteholder shall not be obligated to purchase the Series 2026 Note pursuant to this Agreement unless at or prior to the issuance thereof the Village delivers to the Noteholder the following items in form and substance acceptable to the Noteholder:

(a) An opinion of Bond Counsel addressed to the Noteholder (or addressed to the Village with a reliance letter addressed to the Noteholder) in form and substance to the effect that (A) this Agreement and the Series 2026 Note have been duly authorized, executed and delivered by the Village and each is an enforceable obligation against the Village in accordance with its terms (enforceability of it may be subject to standard bankruptcy exceptions and the like), (B) interest on the Series 2026 Note shall be excludable from gross income for federal income tax purposes and will not be treated as a preference item for purposes of computing the federal alternative minimum tax, and (C) the Series 2026 Note is not subject to registration under the Securities Act of 1933 and this Agreement is exempt from qualification under the Trust Indenture Act of 1939;

(b) an opinion of the Village Attorney in form and substance satisfactory to the Noteholder; and

(c) Such additional certificates, instruments and other documents as the Noteholder, Bond Counsel, counsel to the Noteholder or the Village Attorney may deem necessary or appropriate.

[Remainder of page intentionally left blank]

ARTICLE V

EVENTS OF DEFAULT; REMEDIES

SECTION 5.01. EVENTS OF DEFAULT. An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) The Village shall fail to make timely payment of principal or interest when due with respect to the Series 2026 Note;

(b) Any representation or warranty of the Village contained in Article II of this Agreement shall prove to be untrue in any material respect when made or reaffirmed;

(c) Any covenant of the Village contained in this Agreement shall be breached or violated for a period of thirty (30) days from the earlier of (a) when the Village receives notice from the Noteholder of such breach or violation or (b) when the Village notifies the Noteholder of such breach or violation or was aware of such event and was required herein to notify the Noteholder pursuant to Section 2.08(e) hereof, unless the Noteholder shall agree in writing, in its sole discretion, to an extension of such time prior to its expiration;

(d) There shall occur the dissolution or liquidation of the Village, or the filing by the Village of a voluntary petition in bankruptcy, or the commission by the Village of any act of bankruptcy, or adjudication of the Village as a bankrupt, or assignment by the Village for the benefit of its creditors, or appointment of a receiver for the Village, or the entry by the Village into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Village in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter amended.

(e) The Village shall default in the due and punctual payment or performance of covenants under any obligation for the payment of money to the Noteholder or any other subsidiary or affiliate of the Noteholder.

(f) A judgment or order shall be rendered against the Village for the payment of money in excess of $1,000,000 and such judgment or order shall continue unsatisfied or unstayed for a period of more than 30 days.

SECTION 5.02. REMEDIES. If any Event of Default shall have occurred and be continuing, the Noteholder or any trustee or receiver acting for the Noteholder may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State of Florida, or granted and contained in this Agreement, and may enforce and compel the performance of all duties required by this Agreement or by any applicable statutes to be

performed by the Village or by any officer thereof, including, but not limited to, specific performance. No remedy herein conferred upon or reserved to the Noteholder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Notwithstanding any other provision hereof, no Noteholder, trustee or receiver shall have the right to declare the Series 2026 Note immediately due and payable. Upon the occurrence and continuance of an Event of Default pursuant to Section 5.01(a) hereof, the Noteholder may adjust the Interest Rate to the Default Rate effective as of the date of the occurrence of the Event of Default and such Default Rate shall remain effective until such Event of Default has been cured.

If any payment required to be made by the Village hereunder or under the Series 2026 Note is more than fifteen (15) days past due, the Village will pay to the Noteholder a late charge equal to six percent (6%) of the payment amount which is past due.

[Remainder of page intentionally left blank]

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. AMENDMENTS, CHANGES OR MODIFICATIONS TO THE AGREEMENT. This Agreement shall not be amended, changed or modified without the prior written consent of the Noteholder and the Village.

SECTION 6.02. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

SECTION 6.03. SEVERABILITY. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such provisions or sections shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

SECTION 6.04. TERM OF AGREEMENT. This Agreement shall be in full force and effect from the date hereof and shall continue in effect as long as the Series 2026 Note is outstanding.

SECTION 6.05. NOTICES. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent registered or certified mail, postage prepaid, to Village of Estero, Florida, 9401 Corkscrew Palms Circle, Estero, Florida 33928, Attention: Village Manager, and to the Noteholder, Pinnacle Bank, a Tennessee bank, d/b/a Synovus Bank, 33 W 14th Street, Columbus, Georgia 31901, Attention: Loan Ops, and a copy of the notice to Pinnacle Bank, a Tennessee bank, d/b/a Synovus Bank, 2145 Cypress Ridge Blvd., Wesley Chapel, Florida 33544, Attention: Carlton Fleming, or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

SECTION 6.06. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the benefit of the Village and the Noteholder and their respective successors and assigns, and there shall be no third-party beneficiary with respect thereto.

SECTION 6.07. APPLICABLE LAW. The substantive laws of the State of Florida shall govern this Agreement.

SECTION 6.08. WAIVER OF JURY TRIAL. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceedings relating to this Agreement.

SECTION 6.09. NO ADVISORY OR FIDUCIARY RELATIONSHIP. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the Village acknowledges and agrees, that: (a) (i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and any other loan documents, (iii) the Noteholder is not acting as a municipal advisor or financial advisor to the Village and (iv) the Noteholder has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Village with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Noteholder has provided other services or is currently providing other services to the Village on other matters); (b) (i) the Noteholder is and has been acting solely as a principal in an arm's length commercial lending transaction and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Village, or any other person and (ii) the Noteholder has no obligation to the Village, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in any other loan documents; (c) notwithstanding anything herein to the contrary, it is the intention of the Village and the Noteholder that this Agreement and any other loan documents represent a commercial loan transaction not involving the issuance and sale of a municipal security, and that any bond, note or other debt instrument that may be delivered to the Noteholder is delivered solely to evidence the repayment obligations of the Village under this Agreement and any other loan documents; and (d) the Noteholder may be engaged in a broad range of transactions that involve interests that differ from those of the Village, and the Noteholder has no obligation to disclose any of such interests to the Village. To the fullest extent permitted by law, the Village hereby waives and releases any claims that it may have against the Noteholder with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby. If the Village would like a municipal advisor in this transaction that has legal fiduciary duties to the Village, the Village is free to engage a municipal advisor to serve in that capacity. The transactions contemplated herein and the Note are delivered, pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated hereunder.

SECTION 6.10. INCORPORATION BY REFERENCE. All of the terms and obligations of the Resolution are hereby incorporated herein by reference as if said Resolution was fully set forth in this Agreement and the Series 2026 Note.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

VILLAGE OF ESTERO, FLORIDA

(SEAL)

By: _____
Village Manager

ATTEST:

By: _____
Village Clerk

PINNACLE BANK, A TENNESSEE BANK, D/B/A SYNOVUS BANK

By: _____
Title: _____

EXHIBIT A

$_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
VILLAGE OF ESTERO, FLORIDA
SPECIAL OBLIGATION REVENUE NOTE,
SERIES 2026

Interest Rate	Date of Issuance	Final Maturity Date
_____% (subject to adjustment as provided herein)	June 30, 2026	May 1, 2046

KNOW ALL MEN BY THESE PRESENTS, that Village of Estero, Florida (the "Village"), for value received, hereby promises to pay, solely from the Non-Ad Valorem Revenues described in the within mentioned Agreement, to the order of Pinnacle Bank, a Tennessee bank, d/b/a Synovus Bank, or its successors or assigns (the "Noteholder"), the principal sum of _____ MILLION AND 00/100 DOLLARS ($_____) pursuant to that certain Loan Agreement by and between the Noteholder and the Village, dated as of June 30, 2026 (the "Agreement"), and to pay interest on such the outstanding principal amount hereof from the Date of Issuance set forth above, or from the most recent date to which interest has been paid, at the Interest Rate per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months) identified above (subject to adjustment as provided in the Agreement) on May 1 and November 1 of each year, commencing May 1, 2027, so long as any amount under this Note remains outstanding. Principal of this Note shall be payable on May 1 of each year, commencing May 1, 2027, through and including the Maturity Date identified above. The principal repayment schedule for this Note is set forth in definitive form on Appendix I attached hereto. The principal and interest on this Note is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

This Note is issued under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including, particularly, Chapter 166, Florida Statutes, the Charter of the Village and other applicable provisions of law, and Resolution No. ____ duly adopted by the Village on June 17, 2026 (the "Resolution"), as such Resolution may be amended and supplemented from time to time, and is subject to all terms and conditions of the Resolution and the Agreement. Any capitalized term used in this Note and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

This Note is being issued to reimburse costs of the Village's acquisition of certain real property. This Note is payable from the Non-Ad Valorem Revenues in the manner and to the extent provided and described in the Agreement.

This Note shall bear interest at the Interest Rate identified above on the basis of a 360-day year comprised of twelve 30-day months. Such Interest Rate is subject to adjustment as provided in Sections 3.03 and 5.02 of the Agreement. The Noteholder shall provide to the Village upon request such documentation to evidence the amount of interest due with respect to the Series 2026 Note upon any such adjustment. No presentment shall be required for any payment with respect to this Note except as set forth in Section 3.01(d) of the Agreement.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of interest allowed under the State of Florida as presently in effect.

All payments made by the Village hereon shall apply first to fees, costs, late charges and accrued interest, and then to the principal amount then due on this Note.

This Note may be prepaid in whole or in part on any Business Day (as defined in the Agreement) at a price equal to 100% of the principal amount of this Note to be prepaid plus accrued interest thereon to the date of prepayment, without premium or penalty.

Any prepayment of this Note shall be made on such Business Day as shall be specified by the Village in a notice delivered to the Noteholder not less than thirty (30) days prior thereto specifying the principal amount of this Note to be prepaid and the date that shall be the date of such prepayment. Notice having been given as aforesaid, the amount of the outstanding principal of this Note to be prepaid shall become due and payable on the date of prepayment stated in such notice, together with interest accrued and unpaid to the date of prepayment on the principal amount then being paid. If on the date of prepayment moneys for the payment of the principal amount to be prepaid on this Note, together with interest to the date of prepayment on such principal amount shall have been paid to the Noteholder as above provided, then from and after the date of prepayment, interest on such prepaid principal amount of this Note shall cease to accrue. If said money shall not have been so paid on the date of prepayment, such principal amount of this Note shall continue to bear interest until payment thereof at the then applicable Interest Rate. Any such failure to pay the prepayment price shall not constitute an Event of Default hereunder or under the Resolution. Any prepayment in part shall be applied to the remaining principal payments in inverse order of scheduled payments unless otherwise agreed to between the Village and the Noteholder.

This Note, when delivered by the Village pursuant to the terms of the Agreement and the Resolution, shall not be or constitute an indebtedness of the Village or of the State of Florida, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable from the Non-Ad Valorem Revenues, in the manner and to the extent provided in the Agreement and the Resolution. The Noteholder shall never have the right to compel the exercise of the ad valorem taxing power of the Village or the State, or taxation in any form of any property therein to pay the Note or the interest thereon.

This Note shall be and have all the qualities and incidents of a negotiable instrument under the commercial laws and the Uniform Commercial Code of the State of Florida, subject to the immediately succeeding paragraph and any provisions for registration and transfer contained in the Agreement. So long as any of this Note shall remain outstanding, the Village shall maintain and keep books for the registration and transfer of this Note.

The Noteholder's right, title and interest in and to this Note and any amounts payable by the Village hereunder may be assigned and reassigned only in accordance with and subject to the restrictions in the Agreement.

IN WITNESS WHEREOF, the Village caused this Note to be signed by the manual signature of the Village Manager and the seal of the Village to be affixed hereto or imprinted or reproduced hereon, and attested by the manual signature of the Village Clerk, and this Note to be dated the Date of Issuance set forth above.

VILLAGE OF ESTERO, FLORIDA

(SEAL)

By: _____
Village Manager

ATTEST:

By: _____
Village Clerk

Appendix I

Principal Repayment Schedule for the

VILLAGE OF ESTERO, FLORIDA
SPECIAL OBLIGATION REVENUE NOTE,
SERIES 2026

Payment Date	Principal
05/01/2027	$
05/01/2028	
05/01/2029	
05/01/2030	
05/01/2031	
05/01/2030	
05/01/2032	
05/01/2033	
05/01/2034	
05/01/2035	
05/01/2036	
05/01/2037	
05/01/2038	
05/01/2039	
05/01/2040	
05/01/2041	
05/01/2042	
05/01/2043	
05/01/2044	
05/01/2045	
05/01/2046	

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 17, 2026

Agenda Item:

First Amendment to Service Agreement - Kemper Sports Management LLC

Motion to approve the first amendment to services agreement between the Village of Estero and Kemper Sports Management LLC for a total contract amount of $218,688 a year including travel reimbursement not to exceed $21,000 in a year.

Authorize the Village Manager to sign the amendment and other additional implementation documents on behalf of the Village of Estero Council.

Background:

Following Kemper Sports' first year of successful operations at the Sports Park Campus, Kemper Sports have submitted a proposal for a 24-month renewal of its facilities management agreement. This annual reengagement contract will continue to cover comprehensive day-to-day maintenance and operational oversight of the campus, including the high school football stadium, hard courts, soccer and baseball fields, and all associated support facilities.

Building on the established operational framework, the renewed agreement is intended to sustain safe, consistent, and professional management of the site while ongoing phased construction activities continue. The objective is to minimize disruption to programming and user experience, preserve asset condition, and maintain a high standard of care across all facilities during this continued transition period.

Description:

The Village staff is recommending the village council approve this amendment with Kemper Sports to manage the maintenance of the Sport Park property. The attached amendment includes the project scope.

Action Requested:

Motion to approve the first amendment to services agreement between the Village of Estero and Kemper Sports Management LLC for a total contract amount of $218,688 including travel reimbursement not to exceed $21,000 in a year.

Authorize the Village Manager to sign the amendment and other additional implementation documents on behalf of the Village of Estero Council.

Process and Timeline:

The contract start date is May 1, 2026, with a 24-month duration.

Financial Impact:

Total contract amount of $218,688 (Monthly Payment of $18,224).

Services Fee	$9,500
Payroll	$6,724
Insurance	$2,000
Total	$18,224 (per month)*

Reimbursable travel expenses not to exceed $21,000.00 in any fiscal calendar year.

*Adjustment to as outlined to CPI in each subsequent year beginning with FY 2027-2028 budget

Prepared by: Trenton Gaskins

Attachments:

1. First Amendment to Service Agreement

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS AMENDMENT (the "First Amendment") to the Services Agreement by and between the Village of Estero, FL ("Client" or "Village") and Kemper Sports Management, LLC ("KSM") dated as of June 18, 2025 ("Agreement") is made and entered into as of May 1, 2026 (the "First Amendment Effective Date"), by and between Client and KSM.

W I T N E S S E T H:

WHEREAS, Client and KSM entered into the Agreement in connection with the provision of services related to the operations of the Estero Sports Complex located in Estero, FL (the "Facility"); and

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

1. Effective Date. The parties hereby amend the Agreement to correct a typographical error in the Agreement by deleting the following: "("Effective Date")" from the opening paragraph of the Agreement.
2. Term. Section 2 "Term" of the Agreement is hereby deleted in its entirety and replaced with the following:

   "Notwithstanding the actual date of execution by the Parties, this Agreement will be effective as of May 1, 2025 (the "Effective Date") and unless sooner terminated as provided herein shall continue until April 30, 2028 (the "Term"). The Term shall automatically renew for one-year periods thereafter (e.g., the first one year renewal period would start May 1, 2028, and so on), unless otherwise terminated according to this Agreement."

3. Compensation and Payments. Section 4 "Compensation and Payments" is hereby amended by adding the following to the end of that Section:

   "Compensation and Payments. Client agrees to pay KSM a monthly fee of **$18,224** (the "Services Fee") for the Services at the Facility. All out of pocket expenses, including and any operating expense of the Sports Complex incurred by KSM as a result of providing the Services will be passed through to the Client at no mark-up.

   Client hereby agrees and affirms that reasonable travel expenses incurred by employees of KSM while providing the obligations of KSM hereunder shall be considered operating expenses of the Facility and reimbursed by Client as provided herein, provided, however that reimbursable travel expenses shall not exceed $21,000 in any calendar year during the Term.

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

Invoices shall be submitted for payment in electronic form to: accountspayable@estero-fl.gov, and shall describe with sufficient detail the tasks performed during the billing period.

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

Client hereby agrees and affirms that reasonable travel incurred by employees of KSM while providing the obligations of KSM hereunder shall be considered operating expenses of the Facility and reimbursed by Client as provided herein.

Beginning as of May 1, 2027, and on each one year anniversary thereafter, the Services Fee shall be increased by an amount equal to the percentage increase in the CPI. For purposes of this Agreement, "CPI" means the Consumer Price Index for all Urban Consumers (CPI-U) South Region, All Items (1982-84 = 100) as published by the Bureau of Labor Statistics of the United States Department of Labor."

4. Full Force and Effect. Except as otherwise specifically modified herein all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date First Amendment Effective Date.

KEMPER SPORTS MANAGEMENT, LLC	**VILLAGE OF ESTERO, FL**
By: _____	By: _____
Steven K. Skinner	Name: _____
Chief Executive Officer	Title: _____

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 17, 2026

Agenda Item:

Second Amendment to Service Agreement - Kemper Sports Management LLC

Motion to approve the second amendment to services agreement between the Village of Estero and Kemper Sports Management LLC for a total contract amount of $56,184 a year.

Authorize the Village Manager to sign the amendment and other additional implementation documents on behalf of the Village of Estero Council.

Background:

Following Kemper Sports' first year of successful operations at the Sports Park Campus, Kemper Sports have submitted a proposal for a 24-month renewal of its facilities management agreement. This annual reengagement contract will continue to cover comprehensive day-to-day maintenance and operational oversight of the campus, including the high school football stadium, hard courts, soccer and baseball fields, and all associated support facilities.

Building on the established operational framework, this amendment allows Kemper Sports to expand the support to the Village of Estero by managing new the Estero River Park property as outlined in the scope of services.

Description:

The Village staff is recommending the village council approve this amendment with Kemper Sports to manage the maintenance of Estero River Park property. The attached contract includes the project scope summarized below:

1) Facility and Field Operations Oversight
2) Staffing (one PT support team member)
3) Facility Oversight and Risk Mitigation
4) Communication and Stakeholder Engagement

Action Requested:

Motion to approve the second amendment to services agreement between the Village of Estero and Kemper Sports Management LLC for a total contract amount of $56,184

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

Process and Timeline:

The contract start date is June 1, 2026, with a 12-month duration.

Financial Impact:

Total contract amount of $56,184 (Monthly Payment of $4,682).

Services Fee	$2,500
Payroll	$1,875
Insurance	$ 307
Total	$4,682 (per month)*

Prepared by: Trenton Gaskins

Attachments:

1. Second Amendment to Services Agreement Exhibit A Scope of Services

SECOND AMENDMENT TO SERVICES AGREEMENT

THIS SECOND AMENDMENT (the "Second Amendment") to the Services Agreement by and between the Village of Estero, FL ("Client" or "Village") and Kemper Sports Management, LLC ("KSM") dated as of June 18, 2025 ("Agreement"), as amended, is made and entered into as of June 17, 2026 (the "Second Amendment Effective Date"), by and between Client and KSM.

W I T N E S S E T H:

WHEREAS, Client and KSM entered into the Agreement in connection with the provision of services related to the operations of the Estero Sports Complex located in Estero, FL (the "Facility"); and

WHEREAS, Client and KSM now desire to add to the scope of services and to revise the compensation as further set forth herein.

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

1. Services. Section 1 "Services" of the Agreement is hereby amended to add the following to the end of that section:

   "Beginning on June 1, 2026 and continuing through May 31, 2027, the Services shall also consist of the services as more fully described in **Exhibit A** (the "River Park Services") in connection with the Estero River Park (the "River Park")."

2. Compensation and Payments. Section 4 "Compensation and Payments" is hereby amended by adding the following as a new second paragraph in that section:

   "In addition to above, Client agrees to pay KSM a monthly fee of **$4,682** (the "River Park Services Fee") for the River Park Services. The Services Fee and the River Park Services Fee are herein collectively referred to as the "Services Fee". All out of pocket expenses, including any operating expense of the River Park incurred by KSM as a result of providing the Services will be passed through to the Client at no mark-up."

3. Exhibit A – "River Park Services". Exhibit A "River Park Services" attached hereto is hereby added to the Agreement as a new exhibit.

4. Full Force and Effect. Except as otherwise specifically modified herein all other provisions of the Agreement shall remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date Second Amendment Effective Date.

KEMPER SPORTS MANAGEMENT, LLC	**VILLAGE OF ESTERO, FL**
By: _____	By: _____
Steven K. Skinner	Name: _____
Chief Executive Officer	Title: _____

Exhibit A

River Park Services

This Exhibit A is attached to and made part of the Agreement between Client and KSM. The following outlines the scope of the River Park Services to be provided by KSM under the Agreement.

RIVER PARK SERVICES

I. Monitoring General Park Operations

- Daily opening and closing of the park by locking and unlocking park entrance gate
- Routine site walkthroughs and visual inspections during operational visits, as well as the monitoring of overall park conditions and guest experience in order to report back status to Village
- Coordination of operational schedules and service vendors

II. Visual Inspection of Walking Trails & Passive Recreation Areas

- Daily walkthrough and visual inspection of the nature trail and pathways
- Monitoring trail conditions for guest safety, debris, drainage issues, or maintenance concerns
- Weekly documented review of trail conditions and operational observations

III. Coordination of Landscape & Grounds Maintenance Providers

- Coordination and oversight of landscape maintenance vendor
- Monitoring overall site cleanliness and grounds conditions
- Reporting maintenance concerns or unsafe conditions

IV. Coordination of Restroom & Facility Maintenance Providers

- Coordination and oversight of third-party restroom cleaning services
- Monitoring restroom cleanliness and supply levels
- Reporting maintenance or repair needs

V. Coordination of Trash & Recycling Services Providers

- Coordination and oversight of third-party trash removal services
- Monitoring receptacles and collection areas

VI. River Park Services Exclusions. The River Park Services are specifically as enumerated above and do not include the following:

- Active recreation programming
- River Park security, including without limitation, dedicated law enforcement or security staffing
- Event management and programming unless separately contracted
- Food and beverage operations

- Sponsorship, advertising, or retail operations
- The selection, hiring, contracting, or payment of any third party service providers for security, maintenance, trash collection and/or any other service provision at the River Park.
- Responsibility or liability for the acts or omissions of third party service providers including without limitation failure to provide contracted services or any loss, liability or damage associated with services provided by such third party service providers.
- The correction or remediation of any maintenance, repair, safety, trash removal or other condition at the River Park, it being understood that the foregoing remain the obligation of the Village.

The parties acknowledge and agree that KSM shall not be responsible for any delay or failure to complete Services during the Term to the extent such delay or failure is caused by circumstances beyond KSM's reasonable control, including but not limited to delays in obtaining permits or approvals, acts or omissions of third parties, weather events, labor shortages, supply chain disruptions, changes in laws or regulations, or other force majeure events. No such delay shall constitute a breach of this Agreement, and the parties agree to work cooperatively in good faith to adjust the schedule as reasonably necessary to complete the Services.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 17, 2026

Agenda Item:

Sport Park Phase 1 Contract No. 25029 Change Order 01

Motion to approve the Sport Park Phase 1 Contract No. 25029 Change Order 01, in the amount of $432,068 for infrastructure improvement changes.

Approve contract contingency and soft costs in the amount of $1,670,000, to cover additional services and improvements that may be required to complete the project.

Authorize the Village Manager to execute the Change Order and any related documents necessary to implement and complete the approved scope of work.

Background:

Construction Update

Suffolk Construction mobilized to site in January 2026 and has completed the following site construction activities:

- Excavation of Lake
- Site Grading of Northern Parking Lot, Long Fields, and Practice Fields
- Demo of Existing Maintenance Facility
- Site Prep and Infrastructure Installation of Phase 1

The project is on schedule with no negative effects to timetable from a construction delivery perspective for Phase 1.

Design Update

Since the original approval of the Suffolk Construction GMP, the Sports Park has had several design-related changes from the original submission as follows:

- Original 5 phases reduced to 2 phases
- Redesign of Ph 1 & 2 infrastructure
- Removal of Water & Sewer at roundabout
- EV Chargers added
- Minor changes to Landscape, Irrigation, and Bollards
- Drainage at practice fields adjusted
- Screen Wall removed and replaced with fencing
- Relocation of Suffolk Trailer

Description:

Since the original approval of the Suffolk Construction Guaranteed Maximum Price (GMP), the Sports Park design has undergone several revisions from the initial submission to better align the project scope, improve constructability, and reflect updated program and infrastructure requirements.

Key changes include the consolidation of the original five-phase delivery approach into a two-phase implementation plan due to budget constraints. The infrastructure design for Phases 1 and 2 has been revised to accommodate updated site conditions and construction logistics.

Additional modifications include the removal of water and sewer infrastructure previously planned at the roundabout, the incorporation of electric vehicle charging stations, and minor refinements to landscape, irrigation, and bollard design elements. Drainage improvements have been made within the practice field areas to enhance field performance and long-term maintenance. The previously proposed screen wall has been eliminated and replaced with fencing to better meet functional and maintenance requirements. In addition, the Suffolk construction trailer has been relocated to support revised staging and site operations.

This Change Order reflects these design refinements and coordination adjustments necessary to advance construction in accordance with the updated design and project delivery strategy.

Action Requested:

Motion to approve the Sport Park Phase 1 Contract No. 25029 Change Order 01, in the amount of $432,068 for infrastructure improvement changes.

Approve contract contingency and soft costs in the amount of $1,670,000, to cover additional services and improvements that may be required to complete the project.

Authorize the Village Manager to execute the Change Order and any related documents necessary to implement and complete the approved scope of work.

Process and Timeline:

This agenda item will not change the project schedule.

- The project is scheduled to be completed by Nov. 8th, 2026

Financial Impact:

The financial impact of this change order is $2,102,069 ($432,068 plus a $1,670,00 contingency). The GMP contract will be increased from $19,517,575 to $19,949,643. The Funding for this change is proposed to be drawn from the project's established contingency budget and be allocated out of the existing General Fund for Phase 1 per the approved budget of $22,000,000.

Prepared by: Trenton Gaskins

Attachments:

1. Contract 25029 Change Order #1
2. Project Update Presentation

Contract/Change Order/Task Order

Project Name: Estero SportsPark CMAR Agreement

Contractor: Suffolk Construction Company, Inc.

Contract No.: 25029

Task Order No:

Change Order No: 01

Total Fees: Not to Exceed $432,068.10

Brief Description:

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

Suffolk Construction Company, Inc.	Village of Estero
By: _____	By: _____
Name: _____	Name: Steve Sarkozy
Title: _____	Title: Village Manager
Date: _____	Date: _____

Attachment: Exhibit A

Exhibit A

June 9th, 2026

Village of Estero
Attention: Steve Sarkozy
Reference: Estero SportsPark – Phase 1 - COR#003 - CE #006 [Revised]

Summary of Change Order #003:
This change order is for costs associated with design changes made in Addendum 2 drawings as well as the cost to relocate Suffolk's trailer. After installation of the trailer, it was communicated to Suffolk that Brooks & Freund maintain an existing easement along the north property line that extends through the trailer's approved location. To avoid delaying Brooks & Freund, Suffolk was required to relocate the trailer.

Underground Utility Changes (3310 Underground Utilities)
- Relocated the water and sewer backbone systems to eliminate landscape and utility conflicts and provide better service to future phases. This involved moving water and sewer away from the road along the east side of the Entertainment parcel to a utility corridor east of the Spine Road between the baseball field, and the proposed driving range. This resulted in additional linear footage of pipe and isolation valves and fittings, which provided a looped water system to Williams Road and closer utilities for the future maintenance building, restrooms, and baseball/softball grandstands.
- Updated drainage design resulting in larger pipes.
- A more detailed breakdown of piping changes is provided within JJB's backup.

Electrical Changes (2605 Electrical):
- Light pole decorative bases
- EV chargers & their associated infrastructure (qty 4)
- FPL Primary Reroute

Practice Field Changes (1166 Athletic Fields and Equipment):
- Subgrade redesign required an additional 520 lineal feet of 4" drainage laterals, additional collector pipe excavation
- Galvanized chain link fence changed to black vinyl

Bollards Deleted (3100 Earthwork):
- Removed 21 bollards from the plans, as requested by the Village of Estero.

Landscape & Irrigation (3291 Landscape & Irrigation):
- Materials and sizes changed in landscaping

Screen Wall Changed to Aluminum Fence (0330 Concrete & Masonry, 0442 Arch Precast & Stone Veneer, 0924 Stucco, 0990 Painting & Water Proofing, 03231 Temp Fencing):
- Replaced the concrete wall with an aluminum fence.
- This credit includes savings associated with CMU, stucco, wall caps, and waterproofing & painting. These savings are partially offset by the addition of VE Option 2 rail fencing.

Relocation of Trailer (3100 Earthwork, 3231 Temp Fencing, General Conditions)
- Relocation of Suffolk trailer to new location

In support of the project's continued success, Suffolk is providing a discount on the fees associated with this change order. As a result, the increase to the GMP has been reduced from $465,527.20 to $432,068.10

CODE	DESCRIPTION	ORIGINAL GMP	CHANGE ORDER VALUE	NEW GMP VALUE
0010	General Requirements	$201,390.00	$0.00	$201,390.00
0101	Final Cleaning	$23,000.00	$0.00	$23,000.00
0240	Demolition	$107,440.00	$0.00	$107,440.00
0250	Surveying	$103,500.00	$0.00	$103,500.00
0330	Concrete & Masonry	$238,903.00	($201,310.00)	$37,593.00
0442	Architectural Precast & Stone Veneer	$85,321.00	($20,392.00)	$64,929.00
0550	Decorative Metals	$99,102.00	$0.00	$99,102.00
0610	Rough Carpentry	$128,788.00	$0.00	$128,788.00
0924	Stucco	$101,600.00	($88,465.00)	$13,135.00
0990	Painting & Waterproofing	$44,038.00	($25,728.00)	$18,310.00
1040	Signage	$116,701.00	$0.00	$116,701.00
1166	Athletic Fields & Equipment	$1,879,537.00	$18,211.54	$1,897,748.54
2605	Electrical	$2,114,570.00	$267,308.00	$2,381,878.00
3100	Earthwork	$5,247,830.00	($33,440.00)	$5,214,390.00
3231	Temp Fencing	$239,976.00	$42,400.00	$282,376.00
3291	Landscape & Irrigation	$2,620,321.00	$2,809.41	$2,623,130.41
3310	Underground Utilities	$2,060,000.00	$859,880.38	$2,919,880.38
9999	LDO Permit Changes & Costs	$400,000.00	($400,000.00)	$0.00
	Subtotals	**$15,812,017.00**	**$421,274.33**	**$16,233,291.33**

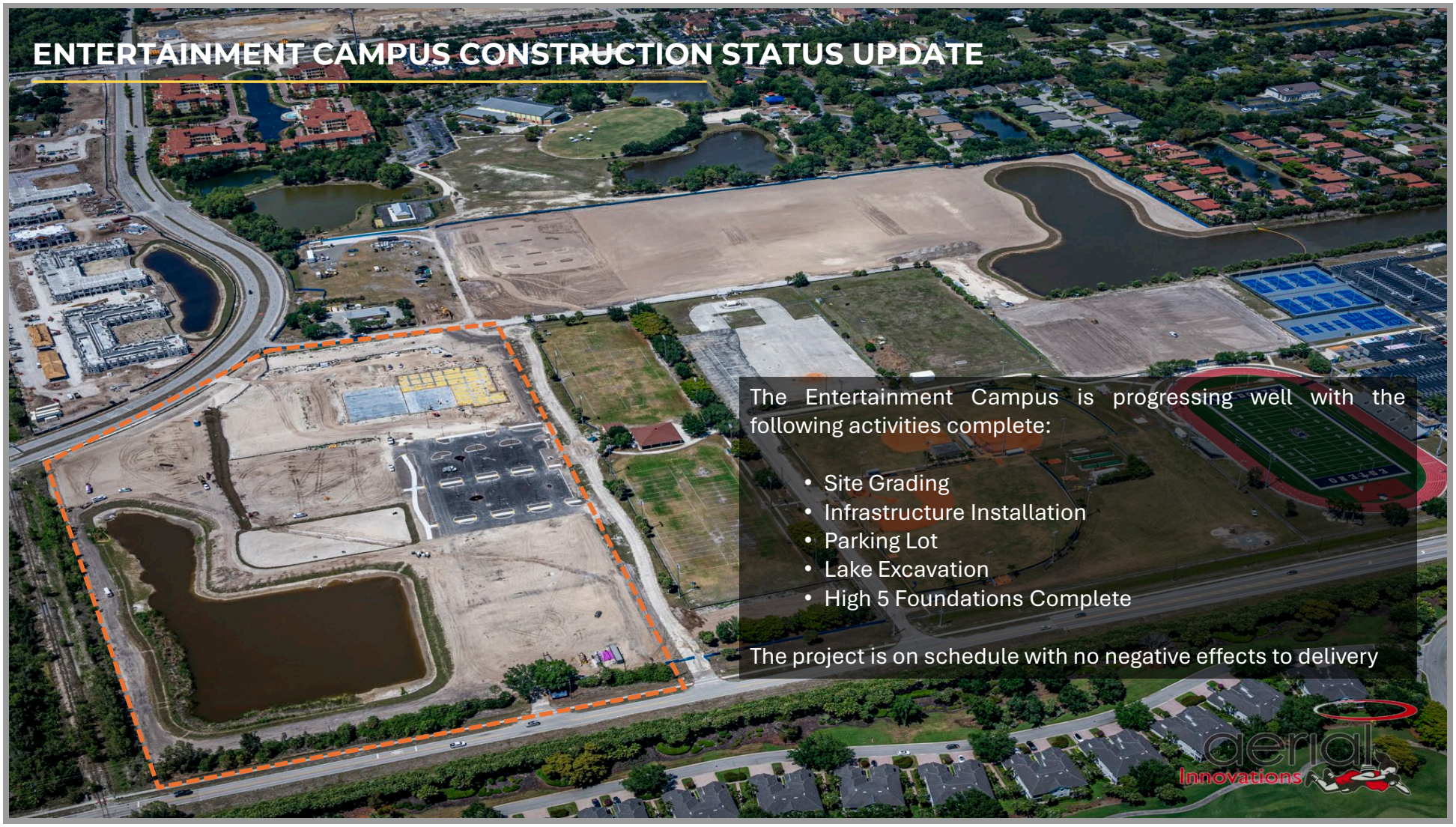
	General Conditions	$1,398,618.00	$10,793.77	$1,409,411.77
	Building Permits - Allowance	$75,000.00	$0.00	$75,000.00
1.50%	Subguard	$237,180.00	$0.00	$237,180.00
1.00%	Builder's Risk Insurance	$175,228.00	$0.00	$175,228.00
1.40%	General Liability Insurance	$247,773.00	$0.00	$247,773.00
2.00%	Construction Contingency	$316,240.00	$0.00	$316,240.00
	Design Consultant Construcion Administration	$220,000.00	$0.00	$220,000.00
0.67%	Performance & Payment Bonds	$123,830.00	$0.00	$123,830.00
4.90%	Fee	$911,688.00	$0.00	$911,688.00
		$19,517,575.00	**$432,068.10**	**$19,949,642.10**

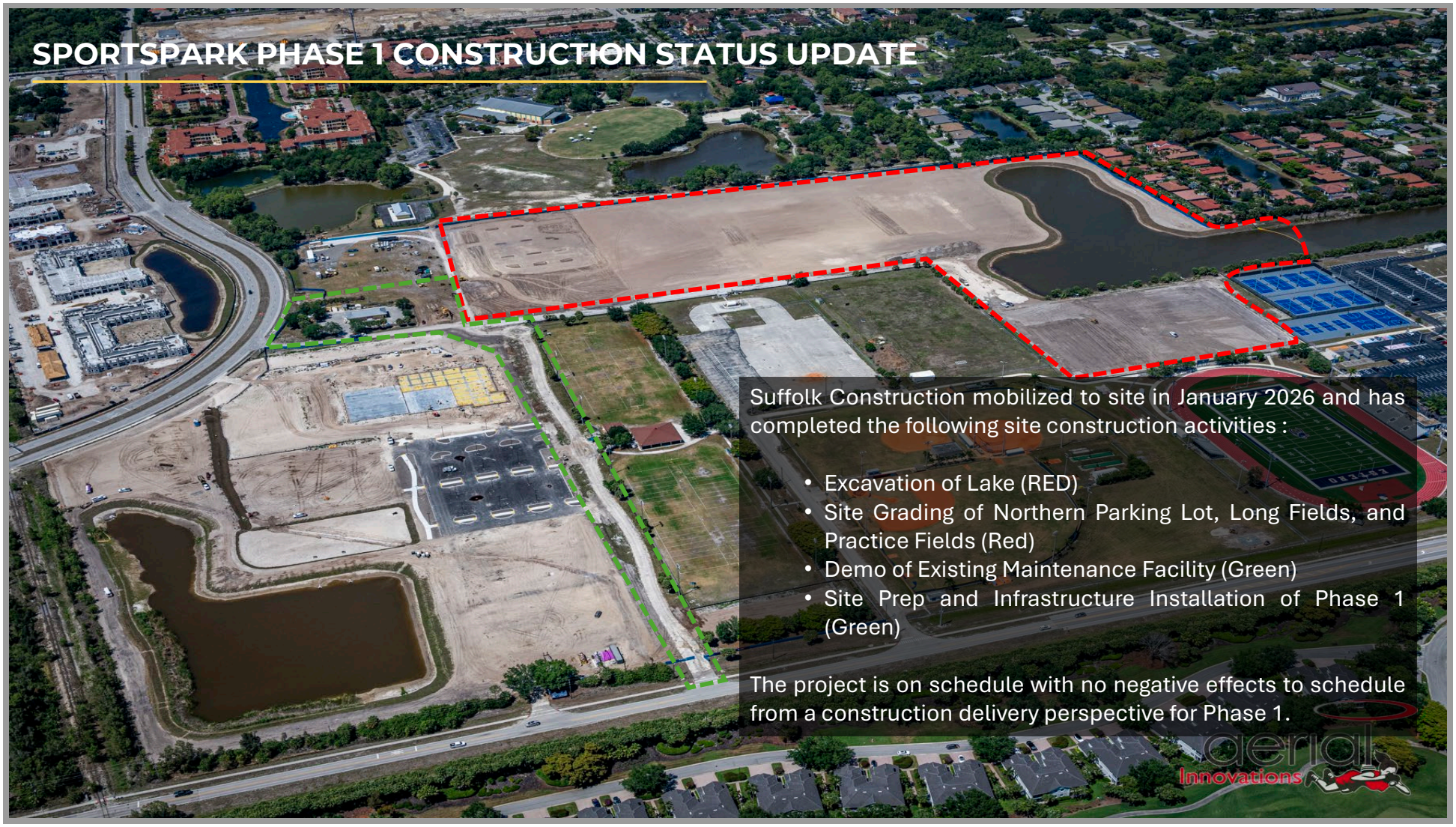
ACCEPTED

Village of Estero.	Suffolk Construction
By: _____	By: *John Hayes*
Steve Sarkozy	John Hayes
Date: _____	Date: 6/9/2026


VILLAGE
CENTER
ESTERO
ESTERO SPORTSPARK – PROJECT STATUS UPDATE

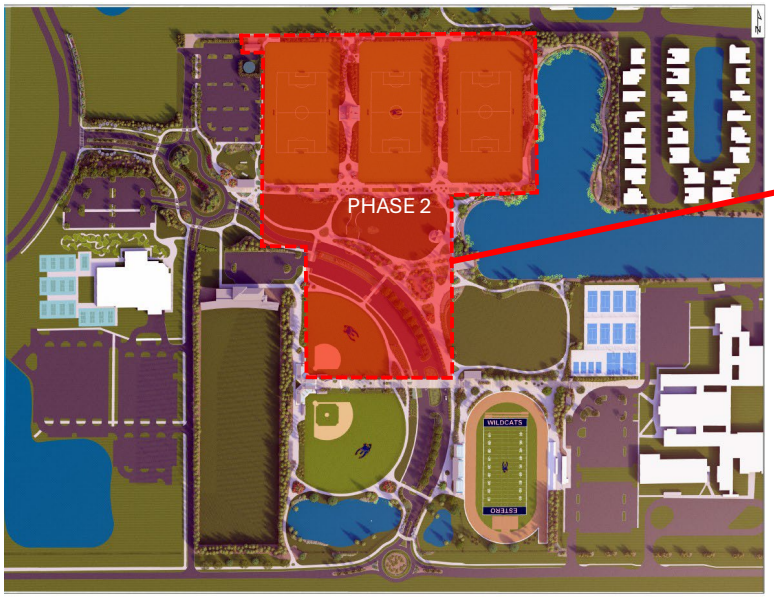

MAINTENANCE FACILITY CONSTRUCTION STATUS UPDATE
The Maintenance Facility has completed construction with the project handover to Lee County May 2026. The original building has been demolished by Sufolk Construction.
The project was delivered on schedule and under budget with no negative effect to critical path schedule.
aerial Innovations

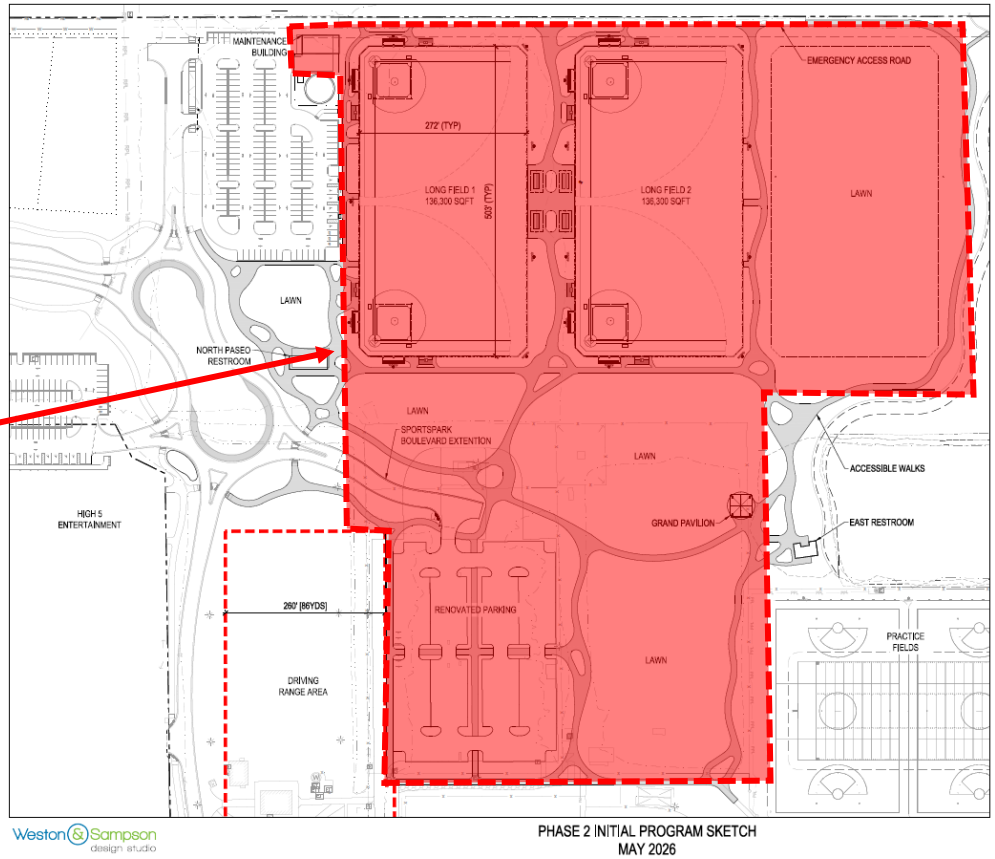

ENTERTAINMENT CAMPUS CONSTRUCTION STATUS UPDATE
The Entertainment Campus is progressing well with the following activities complete:
• Site Grading
• Infrastructure Installation
• Parking Lot
• Lake Excavation
• High 5 Foundations Complete
The project is on schedule with no negative effects to delivery
aerial Innovations


SPORTSPARK PHASE 1 CONSTRUCTION STATUS UPDATE
Suffolk Construction mobilized to site in January 2026 and has completed the following site construction activities :
• Excavation of Lake (RED)
• Site Grading of Northern Parking Lot, Long Fields, and Practice Fields (Red)
• Demo of Existing Maintenance Facility (Green)
• Site Prep and Infrastructure Installation of Phase 1 (Green)
The project is on schedule with no negative effects to schedule from a construction delivery perspective for Phase 1.
aerial Innovations

PHASE 2 PRE CONCEPT PLAN

Below is a preconcept plan that will be fully designed for the upcoming GMP.
Total Project budget approved by VOE is $27,000,000 USD which includes hard costs, soft costs and contingencies.



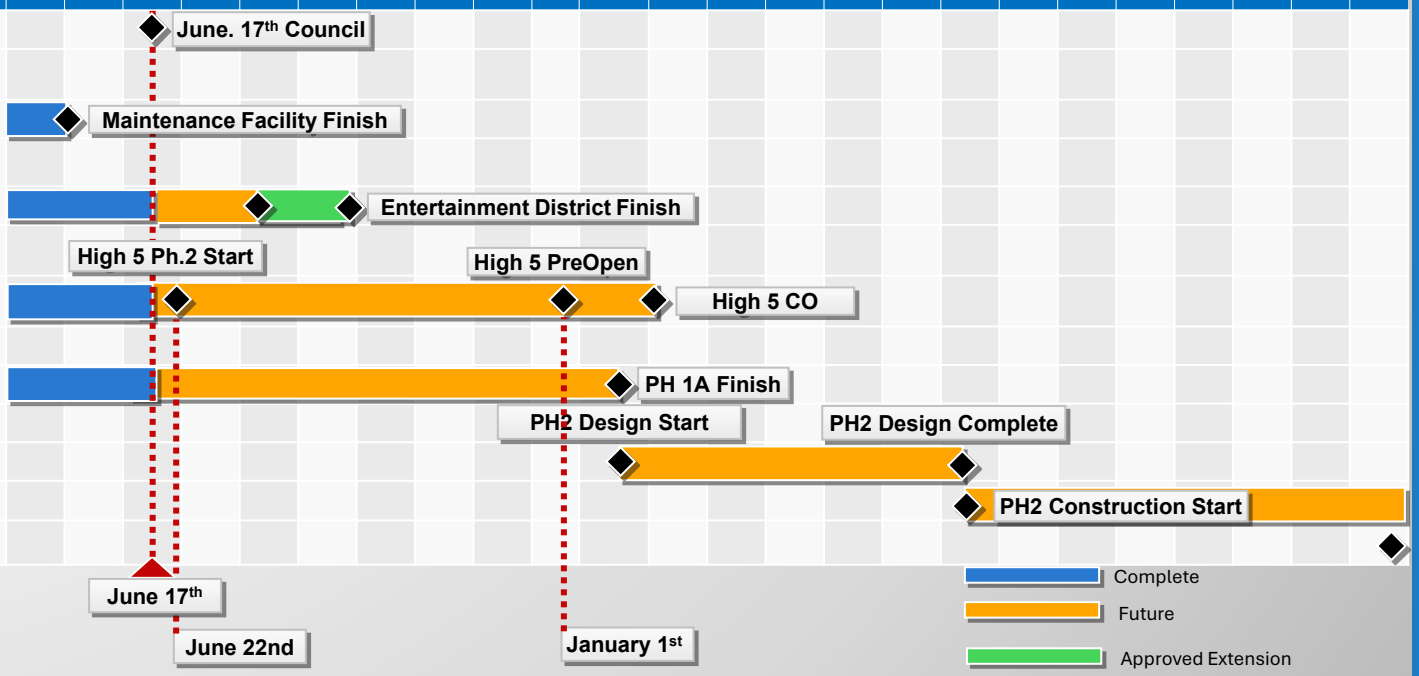


Village Center Hub

Master Schedule
Village Hub

Maintenance Facility, Entertainment Campus, High 5, SportsPark Phase 1A

	Start Date	Finish Date
Council Presentation		
Maintenance Facility		
Construction	8/1/2025	4/30/2026
Entertainment District		
Construction	6/09/2025	9/29/2026
High 5		
Construction	10/21/2025	01/1/2027 TCO 03/03/2027 CO
SportsPark Phase 1A		
Construction	1/19/2026	02/19/2027
SportsPark Phase 2		
Design (Estimate)	02/19/2027	8/19/2027
Construction (Estimate)	08/19/2027	08/19/2028
Project Completion		



VIESTE

6

SPORTSPARK DESIGN STATUS UPDATE

The project has had the following **DESIGN** related changes:

- 5 Phases of Design have been reduced to 2 Phases of Design
- Underground Utility Changes required:
  - Redesign of Phase 1 and 2 infrastructure
  - Removal of Water/Sewer in Roundabout
- EV Chargers included
- Minor changes to Landscape, Irrigation, and Bollards updates.
- Practice Field Drainage Changes
- Screen Wall removed, replaced with fencing
- Relocation of Suffolk trailer (mobilization)

This has resulted in an increased GMP cost for the GMP of $432,068 detail shown within the attached change order and summarized here.

CODE	DESCRIPTION	ORIGINAL GMP	CHANGE ORDER VALUE	NEW GMP VALUE
0010	General Requirements	$201,390.00	$0.00	$201,390.00
0101	Final Cleaning	$23,000.00	$0.00	$23,000.00
0240	Demolition	$107,440.00	**$0.00**	$107,440.00
0250	Surveying	$103,500.00	$0.00	$103,500.00
0330	Concrete & Masonry	$238,903.00	($201,310.00)	$37,593.00
0442	Architectural Precast & Stone Veneer	$85,321.00	($20,392.00)	$64,929.00
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0610	Rough Carpentry	$128,788.00	$0.00	$128,788.00
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	Subtotals	**$15,812,017.00**	**$421,274.33**	**$16,233,291.33**
	General Conditions	$1,398,618.00	$10,793.77	$1,409,411.77
	Building Permits - Allowance	$75,000.00	$0.00	$75,000.00
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1.40%	General Liability Insurance	$247,773.00	$0.00	$247,773.00
2.00%	Construction Contingency	$316,240.00	$0.00	$316,240.00
	Design Consultant Construcion Administration	$220,000.00	$0.00	$220,000.00
0.67%	Performance & Payment Bonds	$123,830.00	$0.00	$123,830.00
4.90%	Fee	$911,688.00	$0.00	$911,688.00
		$19,517,575.00	**$432,068.10**	**$19,949,642.10**

Village Center Hub

Original GMP vs New GMP – Project Budget

The below includes a comparison of the original vs new project costs (including new Guaranteed Maximum Price) and the remaining soft costs and contingency required to deliver Phase 1 of the project for a total project cost for Phase 1of $21,620,595. The GMP has increased by $432,068 with an associated contingency reduction to $597,484. No change to the original approved budget for the Sport Park.

GMP SUMMARY	Org Phase 1	New Phase 1
Suffolk GMP #1 Hard Costs	19,517,575	19,949,643
Architectural	390,352	390,352
Engineering	390,352	390,352
Legal	292,764	292,764
TOTAL Hard and Soft Costs	20,591,043	21,023,111
Owner Contingency (5%)	1,029,552	597,484
TOTAL PROJECT COSTS	21,620,595	21,620,595

Additional savings are allocated from the Entertainment Campus of approximately $1.5M, due to a scope reduction of the original GMP with value engineering of the parking lots associated with future commercial parcels. This cash savings can be allocated to future Sport Park phases.

SPORTSPARK MOTION FOR APPROVAL

SportsPark Phase 1 Estero SportsPark – Phase 1 COR #003 – CE #006

Motion for Approval of a Phase 1 COR #003 – CE #006 under contract with Suffolk Construction to perform design changes and implementation of infrastructure for GMP Contract 25029 in the amount of $432,068, for a total GMP amount of $19,949,642 including soft costs and contingencies of $1,670,952 for a project costs amount not to exceed $21,620,595.

Authorize the Village Manager to execute the Change Order and any associated documents necessary to complete the scope of services.

Village Center Hub

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 17, 2026

Agenda Item:

Second Reading for Approval of Ordinance No. 2026-05 the Annual Capital Improvement Program

Motion to pass Ordinance No. 2026-05.

Background:

The Village Charter Section 8 (7)(b) requires two public hearings and approval by resolution of the Capital Improvement Program for each fiscal year.

Description:

At a work session during the Council meeting on May 20, 2026, staff introduced the Fiscal Year 2025-2026 Capital Improvement Plan. The two public hearings for the Village's Capital Improvement Program are scheduled for June 3, 2025, and June 17, 2025.

Action Requested:

Motion to pass Ordinance No. 2026-05.

Process and Timeline:

If Ordinance is adopted on first reading, a public hearing date will be set for the second reading.

Financial Impact:

The Capital Improvement Program will set the funding for the Village Capital Improvement project for Fiscal Year 2026-2027 and provide a plan of priorities for the next 5-years. A summary of the proposed capital expenditures for the upcoming fiscal year is as follows:

Roadway	$ 1,840,000
Intersection	$ 5,300,000
Bicycle and Pedestrian	$ 300,000
Landscaping and Beautification	$ 0
Parks and Recreation	$ 43,630,000
Stormwater	$ 350,000
Utility	$ 5,500,000
Land Acquisition	$ 19,000,000
Total Capital Program	$ 75,920,000

Prepared by: David Willems, P.E.

Attachments:

1. Proposed 5-year Capital Improvement Program
2. Ordinance No. 2026-05 Adopting the Capital Improvement Program for Fiscal Year 2026-2027

5- Year Capital Improvement Plan Assumptions

Funding Details/Assumptions:

Available funds includes $12.75 M loan
Available funds includes $69.0 M bond (net proceeds, actualy bond amount will be higher)
Available funds includes estimated bond payments starting in 2026-2027 Fiscal Year ($5.0 M/yr)
Additional bonds will be required for resident share of UEP

Fund Balance Available after FY 30-31:

Estero Road Impacts Fees	$ 3,200,119
Estero Gas Tax	$ 2,205,301
Estero General Fund	$ 2,112,397
Park Impact Fee	$ 1,936,887

5- Year Capital Improvement Projects - 2026/05/07				
	Project Name	Project Cost	Funding Source	Total Cost
Roadway Improvements				
3	Broadway W. Improvements (Road, Bike/Ped, Drainage)	$ 12,500,000	GT	$ -
			RIF	$ -
			Grant - Reimburse	$ (11,800,000)
			GF	$ 12,500,000
10	Via Coconut Point Railroad Crossing	$ 650,000	GF	$ 250,000
			GT	$ -
	Village of Estero Sub-total (all funding sources)			$ 12,840,000
Intersection Improvements				
1	US-41 - Pelican Colony Traffic Signal	$ 1,280,000	Developer	$ 1,100,000
2	Williams Road-Atlantic Gulf Drive Intersection	$ 3,270,000	RIF	$ -
			GT	$ -
			GF	$ 4,000,000
			Grant - Reimburse	$ (800,000)
4	US 41 Via Rapallo/Fountain Lakes Traffic/Signal Study	$ 275,000	RIF	$ -
			GT	$ -
			GF	$ 150,000
5	US 41 Via Rapallo/Fountain Lakes Traffic Signal, Roadway & Intersection Improvements	$ 3,500,000	Other	$ 3,500,000
6	Wildcat Run Traffic Signal	$ 1,800,000	Other	$ 1,800,000
7	Wildblue/River Creek Traffic Signal	$ 2,800,000	Other	$ 2,800,000
8	River Ranch Road Improvements (Turn lanes at Williams Rd & Ped Crossings)	$ 1,350,000	RIF	$ -
			GT	$ 1,350,000
			GF	$ -
10	Estero Parkway-US 41 Turn Lanes (extend westbound left turn lanes)	$ 3,200,000	Other	$ -
			RIF	$ -
			GT	$ -
			GF	$ 350,000
	Village of Estero Sub-total (all funding sources)			$ 5,850,000

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	Project Name	Project Cost	Funding Source	Total Cost
Bike-Pedestrian Improvements				
2	Sandy Lane Bike-Ped Improvements	$ 7,450,000	GF	$ 300,000
			RIF	$ -
			Grant - Reimburse	$ -
5	Coconut Rd Sidewalk (Oakwilde to Via Coconut)	$ 1,085,000	GF	$ -
			RIF	$ -
			FDOT	$ 830,000
9	Via Coconut Point Roundabouts Improvements	$ 1,675,000	GF	$ -
			RIF	$ -
			FDOT	$ 1,279,000
14	SUN Trail Estero Parkway South		GF	$ -
		$ 7,000,000	RIF	$ 7,000,000
			Grant - Reimbursed	$ (3,500,000)
	Village of Estero Sub-total (all funding sources)			$ 7,300,000
Landscaping Improvements				
	Village of Estero Sub-total (all funding sources)			$ -
Parks & Recreation				
1	Estero SportsPark Phase 2	$ 42,669,600	PIF	$ -
			GF	$ 26,900,000
7	Estero SportsPark Driving Range	$ 5,000,000	Partner	$ -
			PIF	$ -
			RIF	$ -
			GF	$ 5,000,000
8	Village Sports Park Future Partners	$ 10,000,000	Partner	$ -
			PIF	$ -
			RIF	$ -
			GF	$ 10,000,000
9	Estero RiverPark Phase 1 & 2 Improvements	$ 12,000,000	GF	$ 8,500,000
			RIF	$ -
			PIF	$ -
10	River Oaks Preserve	$ 2,950,000	GF	$ 2,500,000
			PIF	$ -
			Grant - Reimburse	$ (2,500,000)
11	Project Management	$ -	GF	$ 3,650,000
	Village of Estero Sub-total (all funding sources)			$ 56,550,000

	Project Name	Project Cost	Funding Source	Total Cost
Stormwater Improvements				
1	Estero River North Branch Drainage Improvements	$ 15,000,000	GF	$ 15,000,000
			Grant - Reimburse	$ (12,000,000)
	Village of Estero Sub-total (all funding sources)			$ 15,000,000
Utility Improvements				
9	Sandy Ln UEP (Phase 1)	$ 3,500,000	Grant - Reimburse	$ (800,000)
	(Along Broadway Ave East)		PA	$ (750,000)
			MRM	$ 1,500,000
			GF	$ 2,000,000
12	See See Street UEP	$ 2,000,000	Grant - Reimburse	$ (800,000)
			PA	$ (900,000)
			MRM	$ 850,000
			GF	$ 1,150,000
				$ 5,500,000
Building Facilities				
	Village of Estero Sub-total (all funding sources)			$ -
Land Acquisition				
1	BERT	$ 19,000,000	GF	$ 19,000,000
			RIF	$ -
			Debt	$ -
	Village of Estero Sub-total (all funding sources)			$ 19,000,000
	Total			$ 95,849,000
	Village total			$ 122,040,000

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Projects Not In 5-year CIP - 2026/05/14				
	Project Name	Project Cost	Funding Source	Total Cost
Roadway Improvements				
2	River Ranch Road Improvements (Drainage, Road, Bike/Ped)	$ 9,100,000	RIF	$ -
			GF	$ -
			GT	$ -
4	Williams Road Widening (US41 - Via Coconut)	$ 6,800,000	RIF	$ -
			GT	$ 90,000
10	Via Coconut Point Railroad Crossing	$ 650,000	GF	$ 250,000
			GT	$ -
Intersection Improvements				
3	Corkscrew Rd-Three Oaks Pkwy. Intersection Improvements	$ 1,800,000	LDOT	$ -
	(add east & southbound turn lanes, & north bound righ turn lane)		GF	$ -
10	Estero Parkway-US 41 Turn Lanes (extend westbound left turn lanes)	$ 3,200,000	Other	$ -
			RIF	$ -
			GT	$ -
			GF	$ 350,000
11	Williams Rd-Three Oaks Parkway Turn Lanes	$ 1,500,000	RIF	$ -
	(extend eastbound left turn lane)		GT	$ -
			GF	$ -
12	Estero Parkway-Cascades/Reserve	$ 2,500,000	RIF	$ -
			GT	$ -
			GF	$ -
13	Stoneybrook Golf Blvd-Corkscrew Rd Turn Lane	$ 1,300,000	RIF	$ -
			GT	$ -
			GF	$ -
Bike-Pedestrian Improvements				
1	Williams Road Bike-Ped Improvements (East of Via Coconut)	$ 6,250,000	GF	$ -
			RIF	$ -
2	Sandy Lane Bike-Ped Improvements	$ 7,450,000	GF	$ 300,000
			RIF	$ -
			Grant - Reimburse	$ -

	Project Name	Project Cost	Funding Source	Total Cost
Landscaping Improvements				
1	I-75 Monument Signs	$ 816,000	GF	$ -
3	Corkscrew Road Monument Sign	$ 160,000	GF	$ -
5	Ben Hill Griffin Pkwy Landscape Improvements	$ 3,150,000	GF	$ -
6	Corkscrew Rd Landscaping (Corkscrew Woodlands to Ben Hill Griffin	$ 2,800,000	GF	$ -
10	Estero Parkway Reuse Main - Phase 1 (Corkscrew Rd to Rookery Point)	$ 1,605,000	GF	$ -
			Grant - Reimbursed	$ -
11	Estero Parkway Reuse Main - Phase 2 (Rookery Point to Cascades)	$ 2,300,000	GF	$ -
			Grant - Reimbursed	$ -
12	Estero Parkway Reuse Main - Phase 3 (Cascades to east of railroad tracks)	$ 1,900,000	GF	$ -
			Grant - Reimbursed	$ -
Parks & Recreation				
1	Estero SportsPark Phase 2	$ 42,669,600	PIF	$ -
			GF	$ 26,900,000
2	Estero SportsPark Phase 3	$ 15,000,000	PIF	$ -
			RIF	$ -
			GF	$ -
3	Estero SportsPark Phase 4	$ 6,000,000	PIF	$ -
			RIF	$ -
			GF	$ -
4	Estero SportsPark Phase 5	$ 15,000,000	PIF	$ -
			RIF	$ -
			GF	$ -
Stormwater Improvements				
2	Estero River Sediment Removal (West of US 41)	$ 2,000,000	GF	$ -

	Project Name	Project Cost	Funding Source	Total Cost
Utility Improvements				
3	Estero Bay Village UEP	$ 2,425,200	Grant - Reimburse	$ -
			PA	$ -
			GF	$ -
4	Estero River Heights UEP	$ 13,680,000	Grant - Reimburse	$ -
			PA	$ -
			MRM	$ -
			GF	$ -
5	Charring Cross UEP	$ 6,840,000	Grant - Reimburse	$ -
			PA	$ -
			MRM	$ -
			GF	$ -
6	Sherrill & Luetich UEP	$ 9,287,502	Grant - Reimburse	$ -
			PA	$ -
			MRM	$ -
			GF	$ -
7	Trailside UEP	$ 6,840,000	Grant - Reimburse	$ -
			PA	$ -
			MRM	$ -
			GF	$ -
8	Broadway E-Highlands UEP	$ 4,200,000	Grant - Reimburse	$ -
			PA	$ -
			MRM	$ -
			GF	$ -
10	Groves UEP	$ 4,334,400	Grant - Reimburse	$ -
			PA	$ -
			MRM	$ -
			GF	$ -
11	Tanglewood UEP	$ 1,440,000	Grant - Reimburse	$ -
			PA	$ -
			MRM	$ -
			GF	$ -
Building Facilities				
1	Village Hall	$ 4,914,000	GF	$ -
Land Acquisition				

5- Year Capital Improvement Plan - 2026/05/14									
	Project Name	Project Cost	Funding Source	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Budget FY 30-31	Total Cost
Roadway Improvements									
1	Corkscrew Rd Paths, Landscaping & Street Lighting	$ 21,700,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
			LDOT-Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
2	River Ranch Road Improvements (Drainage, Road, Bike/Ped)	$ 9,100,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ -	$ -	$ -	$ -	$ -	$ -
3	Broadway W. Improvements (Road, Bike/Ped, Drainage)	$ 12,500,000	GT	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			Grant - Reimburse	$ (1,500,000)	$ (10,300,000)	$ -	$ -	$ -	$ (11,800,000)
			GF	$ 1,500,000	$ 11,000,000	$ -	$ -	$ -	$ 12,500,000
4	Williams Road Widening (US41 - Via Coconut)	$ 6,800,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ 90,000	$ -	$ -	$ -	$ -	$ 90,000
5	Corkscrew Rd Widening (US41-Ben Hill Griffin)		LDOT	$ -	$ -	$ -	$ -	$ -	$ -
6	Three Oaks Parkway Widening (Williams-Corkscrew)		LDOT	$ -	$ -	$ -	$ -	$ -	$ -
7	Ben Hill Griffin Parkway Widening (Estero Pkwy-Corkscrew Rd		LDOT	$ -	$ -	$ -	$ -	$ -	$ -
10	Via Coconut Point Railroad Crossing	$ 650,000	GF	$ 250,000	$ -	$ -	$ -	$ -	$ 250,000
			GT	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ 1,840,000	$ 11,000,000	$ -	$ -	$ -	$ 12,840,000

5- Year Capital Improvement Plan - 2026/05/14									
	Project Name	Project Cost	Funding Source	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Budget FY 30-31	Total Cost
Intersection Improvements									
1	US-41 - Pelican Colony Traffic Signal	$ 1,280,000	Developer	$ 1,100,000	$ -	$ -	$ -	$ -	$ 1,100,000
2	Williams Road-Atlantic Gulf Drive Intersection	$ 3,270,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ 2,500,000	$ 1,500,000	$ -	$ -	$ -	$ 4,000,000
			Grant - Reimburse	$ (800,000)	$ -	$ -	$ -	$ -	$ (800,000)
3	Corkscrew Rd-Three Oaks Pkwy. Intersection Improvements	$ 1,800,000	LDOT	$ -	$ -	$ -	$ -	$ -	$ -
	(add east & southbound turn lanes, & north bound righ turn lane)		GF	$ -	$ -	$ -	$ -	$ -	$ -
4	US 41 Via Rapallo/Fountain Lakes Traffic/Signal Study	$ 275,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ 150,000	$ -	$ -	$ -	$ -	$ 150,000
5	US 41 Via Rapallo/Fountain Lakes Traffic Signal, Roadway & Intersection Improvements	$ 3,500,000	Other	$ -	$ 1,750,000	$ 1,750,000	$ -	$ -	$ 3,500,000
6	Wildcat Run Traffic Signal	$ 1,800,000	Other	$ -	$ 1,800,000	$ -	$ -	$ -	$ 1,800,000
7	Wildblue/River Creek Traffic Signal	$ 2,800,000	Other	$ -	$ -	$ 2,800,000	$ -	$ -	$ 2,800,000
8	River Ranch Road Improvements	$ 1,350,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
	(Turn lanes at Williams Rd & Ped Crossings)		GT	$ 1,350,000	$ -	$ -	$ -	$ -	$ 1,350,000
			GF	$ -	$ -	$ -	$ -	$ -	$ -
9	US41-Coconut Road Intersection Improvements (extend westbound left turn lanes)	$ 1,650,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
10	Estero Parkway-US 41 Turn Lanes (extend westbound left turn lanes)	$ 3,200,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ 350,000	$ -	$ -	$ -	$ 350,000

5- Year Capital Improvement Plan - 2026/05/14

	Project Name	Project Cost	Funding Source	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Budget FY 30-31	Total Cost
11	Williams Rd-Three Oaks Parkway Turn Lanes (extend eastbound left turn lane)	$ 1,500,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
12	Estero Parkway-Cascades/Reserve	$ 2,500,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
13	Stoneybrook Golf Blvd-Corkscrew Rd Turn Lane	$ 1,300,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ 1,300,000	$ -	$ -	$ -	$ -	$ -
14	Broadway Ave-US 41 Turn Lanes (add east and westbound left turn lanes)	$ 1,500,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
15	Corkscrew Road-US 41 Turn Lanes (add dedicated westbound through lane)	$ 1,900,000	LDOT	$ -	$ -	$ -	$ -	$ -	$ -
			FDOT	$ -	$ -	$ -	$ -	$ -	$ -
16	Williams Road-US 41 Turn Lanes (add westbound right turn lane)	$ 600,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
17	Coconut Road - Coconut Shores Roundabout	$ 1,725,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
18	US 41-Pelican Sound Intersection (prevent eastbound left turn)	$ 650,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ -	$ -	$ -	$ -	$ -	$ -
19	Via Coconut Pt-Corkscrew Rd Turn Lane (extend southbound left turn lane)	$ 700,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
20	US41-Pelican Sound Traffic Signal	$ 2,325,000	Developer	$ -	$ -	$ -	$ -	$ -	$ -
21	Coconut Road - Meadowbrook Roundabout	$ 1,625,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
22	North Point Railroad Crossing	$ 450,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
23	Coconut Road - El Dorado Roundabout	$ 1,625,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ 5,300,000	$ 1,850,000	$ -	$ -	$ -	$ 5,850,000

5- Year Capital Improvement Plan - 2026/05/14									
	Project Name	Project Cost	Funding Source	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Budget FY 30-31	Total Cost
Bike-Pedestrian Improvements									
1	Williams Road Bike-Ped Improvements (East of Via Coconut)	$ 6,250,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2	Sandy Lane Bike-Ped Improvements	$ 7,450,000	GF	$ 300,000	$ -	$ -	$ -	$ -	$ 300,000
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
3	Broadway Ave. East Bike-Ped Improvements	$ 6,250,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
4	Corkscrew Road Shared Use Path (Three Oaks-Sandy)	$ 10,300,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
5	Coconut Rd Sidewalk (Oakwilde to Via Coconut)	$ 1,085,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			FDOT	$ 330,000	$ 500,000	$ -	$ -	$ -	$ 830,000
6	Coconut Sidewalk (Via Coconut to U S41)	$ 815,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			FDOT	$ -	$ -	$ -	$ -	$ -	$ -
7	Corkscrew West Bike/Ped (Koreshan to U S 41)	$ 954,900	GF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			FDOT	$ -	$ -	$ -	$ -	$ -	$ -
8	Corkscrew Palms Blvd. Sidewalks	$ 300,000	County	$ -	$ -	$ -	$ -	$ -	$ -
9	Via Coconut Point Roundabouts Improvements	$ 1,675,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			FDOT	$ 524,000	$ 755,000	$ -	$ -		$ 1,279,000
10	Corkscrew Rd Bike-Ped Improvements (E of US41)	$ 19,250,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			Lee County	$ -	$ -	$ -	$ -	$ -	$ -
11	Coconut Rd Shared Use Path	$ 4,450,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
12	Williams Rd West Bike-Ped Improvements (West of US41)	$ 3,650,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -

5- Year Capital Improvement Plan - 2026/05/14									
	Project Name	Project Cost	Funding Source	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Budget FY 30-31	Total Cost
13	Broadway E. Shared Use Path (Sandy Ln to Three Oaks & Estero Pkwy)	$ 4,420,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
14	SUN Trail Estero Parkway South	$ 7,000,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ 3,500,000	$ 3,500,000	$ -	$ 7,000,000
			Grant - Reimbursed	$ -	$ -	$ (1,750,000)	$ (1,750,000)	$ -	$ (3,500,000)
15	SUN Trail Estero Parkway North	$ 4,820,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
16	FPL Shared Use Path (East I-75)	$ 4,940,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
17	Utility Shared Use Path (West US 41)	$ 10,621,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ 300,000	$ -	$ 3,500,000	$ 3,500,000	$ -	$ 7,300,000

5- Year Capital Improvement Plan - 2026/05/14									
	Project Name	Project Cost	Funding Source	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Budget FY 30-31	Total Cost
Landscaping Improvements									
1	I-75 Monument Signs	$ 816,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
2	Ben Hill Griffin Monument Sign	$ 100,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
3	Corkscrew Road Monument Sign	$ 160,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
4	Via Coconut Point Landscape Improvements (Williams - Coconut)	$ 5,900,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
5	Ben Hill Griffin Pkwy Landscape Improvements	$ 3,150,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
6	Corkscrew Rd Landscaping (Corkscrew Woodlands to Ben Hill Griffin	$ 2,800,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
7	US41 Shoulder Landscape Improvements	$ 5,350,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
8	Three Oaks Parkway Landscape Improvements (Excluding Brooks)	$ 4,090,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
9	Corkscrew Road Landscape Improvements West (US-41 to I-75)	$ 4,360,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
10	Estero Parkway Reuse Main - Phase 1 (Corkscrew Rd to Rookery Point)	$ 1,605,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
			Grant - Reimbursed	$ -	$ -	$ -	$ -	$ -	$ -
11	Estero Parkway Reuse Main - Phase 2 (Rookery Point to Cascades)	$ 2,300,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
			Grant - Reimbursed	$ -	$ -	$ -	$ -	$ -	$ -
12	Estero Parkway Reuse Main - Phase 3 (Cascades to east of railroad tracks)	$ 1,900,000	GF	$ -	$ -		$ -	$ -	$ -
			Grant - Reimbursed	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ -	$ -	$ -	$ -	$ -	$ -

5- Year Capital Improvement Plan - 2026/05/14									
	Project Name	Project Cost	Funding Source	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Budget FY 30-31	Total Cost
Parks & Recreation									
1	Estero SportsPark Phase 1	$ 22,039,327	PIF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
1	Estero SportsPark Phase 2	$ 42,669,600	PIF	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ 26,900,000	$ -	$ -	$ -	$ -	$ 26,900,000
2	Estero SportsPark Phase 3	$ 15,000,000	PIF	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
3	Estero SportsPark Phase 4	$ 6,000,000	PIF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
4	Estero SportsPark Phase 5	$ 15,000,000	PIF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
5	Estero SportsPark Entertainment Site Work	$ 11,360,000	PIF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
6	Estero SportsPark High 5	$ 6,125,000	Partner	`	$ -	$ -	$ -	$ -	$ -
			PIF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
7	Estero SportsPark Driving Range	$ 5,000,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
			PIF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ 5,000,000	$ -	$ -	$ -	$ -	$ 5,000,000
8	Village Sports Park Future Partners	$ 10,000,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
			PIF	$ -	$ -	$ -	$ -	$ -	$ -
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ 5,000,000	$ 5,000,000	$ -	$ -	$ 10,000,000
9	Estero RiverPark Phase 1 & 2 Improvements	$ 12,000,000	GF	$ 8,500,000	$ -	$ -	$ -	$ -	$ 8,500,000
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			PIF	$ -	$ -	$ -	$ -	$ -	$ -
10	River Oaks Preserve	$ 2,950,000	GF	$ 2,500,000	$ -	$ -	$ -	$ -	$ 2,500,000
			PIF	$ -	$ -	$ -	$ -	$ -	$ -
			Grant - Reimburse	$ (2,500,000)	$ -	$ -	$ -	$ -	$ (2,500,000)
11	Project Management	$ -	GF	$ 730,000	$ 730,000	$ 730,000	$ 730,000	$ 730,000	$ 3,650,000
	Village of Estero Sub-total (all funding sources)			$ 43,630,000	$ 5,730,000	$ 5,730,000	$ 730,000	$ 730,000	$ 56,550,000

5- Year Capital Improvement Plan - 2026/05/14									
	Project Name	Project Cost	Funding Source	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Budget FY 30-31	Total Cost
Stormwater Improvements									
1	Estero River North Branch Drainage Improvements	$ 15,000,000	GF	$ 350,000	$ 14,650,000	$ -	$ -	$ -	$ 15,000,000
			Grant - Reimburse	$ -	$ (12,000,000)	$ -	$ -	$ -	$ (12,000,000)
2	Estero River Sediment Removal (West of US 41)	$ 2,000,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
3	Estero River Sediment Removal (Railroad to Sandy Ln)	$ 1,415,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ 350,000	$ 14,650,000	$ -	$ -	$ -	$ 15,000,000

5- Year Capital Improvement Plan - 2026/05/14									
	Project Name	Project Cost	Funding Source	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Budget FY 30-31	Total Cost
Utility Improvements									
1	Broadway W UEP Design & Permitting	$ 1,475,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
			PA	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
1	Broadway E UEP Design & Permitting	$ 1,550,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
			PA	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
2	Cypress Park UEP Design & Permitting	$ 311,650	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
			PA	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
3	Estero Bay Village UEP	$ 2,425,200	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
			PA	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
4	Estero River Heights UEP	$ 13,680,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
			PA	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
5	Charring Cross UEP	$ 6,840,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
			PA	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
6	Sherrill & Luetich UEP	$ 9,287,502	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
			PA	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -

5- Year Capital Improvement Plan - 2026/05/14									
	Project Name	Project Cost	Funding Source	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Budget FY 30-31	Total Cost
7	Trailside UEP	$ 6,840,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
8	Broadway E-Highlands UEP	$ 4,200,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
9	Sandy Ln UEP (Phase 1) (Along Broadway Ave East)	$ 3,500,000	Grant - Reimburse	$ (800,000)	$ -	$ -	$ -	$ -	$ (800,000)
			PA	$ -	$ (750,000)	$ -	$ -	$ -	$ (750,000)
			MRM	$ 1,500,000	$ -	$ -	$ -	$ -	$ 1,500,000
			GF	$ 2,000,000	$ -	$ -	$ -	$ -	$ 2,000,000
10	Groves UEP	$ 4,334,400	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
11	Tanglewood UEP	$ 1,440,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
12	See See Street UEP	$ 2,000,000	Grant - Reimburse	$ (800,000)	$ -	$ -	$ -	$ -	$ (800,000)
			PA	$ -	$ (900,000)	$ -	$ -	$ -	$ (900,000)
			MRM	$ 850,000	$ -	$ -	$ -	$ -	$ 850,000
			GF	$ 1,150,000	$ -	$ -	$ -	$ -	$ 1,150,000
13	Cypress Park UEP	$ 1,820,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
				$ 5,500,000	$ -	$ -	$ -	$ -	$ 5,500,000

5- Year Capital Improvement Plan - 2026/05/14									
	Project Name	Project Cost	Funding Source	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Budget FY 30-31	Total Cost
Building Facilities									
1	Village Hall	$ 4,914,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
2	Performing Arts Center	$ 20,000,000	Private	$ -	$ -	$ -	$ -	$ -	$ -
			GF	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ -	$ -	$ -	$ -	$ -	$ -
	Project Name	Project Cost	Funding Source	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Budget FY 30-31	Total Cost
Land Acquisition									
1	BERT	$ 19,000,000	GF	$ 19,000,000	$ -	$ -	$ -	$ -	$ 19,000,000
			RIF	$ -	$ -	$ -	$ -	$ -	$ -
			Debt	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ 19,000,000	$ -	$ -	$ -	$ -	$ 19,000,000
	Project Name	Project Cost	Funding Source	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Budget FY 30-31	Total Cost
Information Technology									
1	Community Development Software	$ -	Building	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ -	$ -	$ -	$ -	$ -	$ -
	Village total			$ 75,920,000	$ 33,230,000	$ 9,230,000	$ 4,230,000	$ 730,000	$ 122,040,000

5- Year Capital Improvement Plan - 2026/05/14

Funding Details/Assumptions:

Available funds includes $12.75 M loan
Available funds includes $69.0 M bond (net proceeds, actualy bond amount will be higher)
Available funds includes estimated bond payments starting in 2026-2027 Fiscal Year ($5.0 M/yr)
Additional bonds will be required for resident share of UEP

	Fund Balance Available after FY 30-31
Estero Road Impacts Fees	$ 3,200,119
Estero Gas Tax	$ 2,205,301
Estero General Fund	$ 2,112,397
Park Impact Fee (include public land aqcu	$ 1,936,887
Non-Estero Funding Source	
Major Road Maintenance Reserve	
Property Assessment (funds back into General Fund in following year)	
Building Fund	

ORDINANCE NO. 2026 - 05

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING THE ANNUAL CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2026-2027; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, section 8(7)(b) of the Village Charter provides that the Council shall publish in one or more newspapers of general circulation within the Village a summary of the capital program and a notice of at least two public hearings on the capital program, and shall, by resolution, adopt the capital program with or without amendments after the public hearings and on or before the 15th day of August of the then-current fiscal year; and

WHEREAS, notwithstanding the reference to resolution in the Charter, Florida Statutes § 163.3177(3)(b) provides that the "capital improvements element must be reviewed by the local government on an annual basis, and any modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan; and

WHEREAS, the Village's Finance Director has developed the Capital Improvements Program (CIP) set forth in this Ordinance, which CIP has been recommended by the Village Manager; and

WHEREAS, the Village Council has considered the CIP elements set forth in this Ordinance, as well as the recommendations of the Village's professional management, and finds that the CIP set forth in this Ordinance is in the best interests of the Village, and its residents and businesses.

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

Section 1. The following Capital Improvements Program is hereby adopted for the 2026-2027 fiscal year:

Roadway	**$ 1,840,000**
Intersection	**$ 5,300,000**
Bicycle and Pedestrian	**$ 300,000**
Landscaping and Beautification	**$ 0**
Parks and Recreation	**$ 43,630,000**
Stormwater	**$ 350,000**
Utility	**$ 5,500,000**
Land Acquisition	**$ 19,000,000**
Total Capital Program	**$ 75,920,000**

Section 2. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Village Council would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 3. This Ordinance shall not be sent to the Codifier for codification as it does not revise or create any provision of the Village Code.

Section 4. Pursuant to Florida Statutes § 166.041(4)(a), prior to the date the public notice of the public hearing for this Ordinance was published, the Village prepared and posted on its website a business impact estimate which included: a) a summary of the Ordinance, a statement of the public purpose to be served by the Ordinance, b) an estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the Village, c) an estimate of direct compliance costs that businesses may reasonably incur due to the Ordinance, d) identification of any new charge or fee on businesses created by the Ordinance or for which businesses will be financially responsible, e) an estimate of the Village's regulatory costs and of revenues from any new charges or fees imposed on businesses to cover such costs, and f) a good faith estimate of the number of businesses likely to be impacted by the Ordinance.

Section 5. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING by the Village Council of the Village of Estero, Florida on the 3rd day of June, 2026.

ADOPTED ON SECOND AND FINAL READING by the Village Council of the Village of Estero, Florida on the 17th day of June, 2026.

VILLAGE OF ESTERO, FLORIDA

Attest:

By: _____
Joanne Ribble, Mayor

By: _____
Carol Sacco, Village Clerk

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 17, 2026

Agenda Item:

Overview of Community Development Fee Schedule Update Pertaining to Building Permitting & Inspections

Background:

Recent changes to Florida law under CS/CS/HB 803 approved by Governor DeSantis on May 6, 2026, and effective July 1, 2026, requires local governments to revise building permit and inspection fee schedules to ensure fees are calculated in accordance with new statutory limitations and requirements. The legislation includes provisions affecting the calculation of building inspection fees, reductions in certain permit fees, and adjustments related to the use of private providers. As a result, the Village must review and update its Community Development Fee Schedule pertaining to Building Permitting & Inspections to maintain compliance with state law.

Description:

The revised Fee Schedule will eliminate references to the International Code Council (ICC) Building Valuation Data and replace valuation-based permit fees with a standardized fee structure. Additionally, some flat rate permit type charges will be updated to ensure accurate cost recovery. The revised methodology is intended to more accurately reflect the Village's actual costs associated with plan review, permitting, and inspection services, while ensuring fees remain limited to cost recovery and do not exceed the expenses incurred by the Village in providing these services.

Financial Impact:

Staff anticipates a near net-zero financial impact with the revised fee schedule and will monitor monthly.

Prepared By: Michael Manning

Attachments:

1. Committee on Community Affairs Bill Summary: CS/CS/HB 803 – Building Permits and Inspections

THE FLORIDA SENATE
2026 SUMMARY OF LEGISLATION PASSED

Committee on Community Affairs

CS/CS/HB 803 — Building Permits and Inspections

by Commerce Committee; Industries & Professional Activities Subcommittee; and Reps. Trabulsy, Overdorf, and others (CS/CS/SB 1234 by Rules Committee; Regulated Industries Committee; and Senator DiCeglie)

CS/CS/HB 803 amends provisions related to the Florida Building Code (Building Code), building permit requirements, and requirements related to inspections and private providers, including:

- Providing for 1-year expiration for building permits for single-family dwellings.
- Providing building permit requirements for placement of manufactured housing in certain locations including mobile home lots and single-family zoning districts.
- Requiring the development of uniform commercial and residential building permit applications.
- Providing limitations for the calculation of local government building inspection fees.
- Requiring local governments, except in flood hazard areas, to exempt from building permitting:
  - Work on single-family residential property valued at $7,500 or less, excluding any electrical, plumbing, structural, mechanical, or gas work; and
  - The installation of temporary residential hurricane and flood walls meeting specified standards.
- Requiring issuance of a building permit for a retaining wall spanning more than one lot or parcel for the project as a whole.
- Restricting local government glazing requirements for new commercial or mixed-use projects.
- Requiring a 5-day response timeframe for permit applications for work valued less than $15,000.
- Prohibiting homeowners' associations from requiring the issuance of a building permit as a prerequisite for review of construction on a parcel.

As it relates to Building Code inspection and private provider services, the bill:

- Requires the Department of Management Services to enter into state term contracts with vendors to provide building code inspection services.
- Authorizes persons meeting minimum requirements to perform building inspection and plans examination services for 1 year following state of emergency declarations.
- Requires a local government, rather than optionally allowing it, to establish a registration system for private providers and private provider firms operating in the local government's jurisdiction.
- Requires local governments to reduce commercial construction permit fees by specified percentages.
- Substantially revises requirements related to private provider services, including:
  - Limitations on local government authority related to supervision and application reviews.

This summary is provided for information only and does not represent the opinion of any Senator, Senate Officer, or Senate Office.

- Requirements related to notifications related to applications and corrective actions.
- Revisions of local government fee calculations when private provider services are used.

If approved by the Governor, or allowed to become law without the Governor's signature, these provisions take effect on July 1, 2026.

Vote: Senate 37-0; House 109-0

This summary is provided for information only and does not represent the opinion of any Senator, Senate Officer, or Senate Office.

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 17, 2026

Agenda Item:

High 5 Entertainment and Estero Pickleball Club project update regarding construction progress, operational planning, and the anticipated opening schedule.

Description:

High 5 Entertainment will provide an update on the development of the High 5 facility, which will feature pickleball courts, bowling, arcade attractions, miniature golf, food and beverage offerings, and event space. Phase 1 foundation work was completed on May 1, 2026, and Phase 2 vertical construction is expected to begin upon completion of loan closing activities (expected June 2026). Temporary Certificate of Occupancy is targeted for February 2027, with a grand opening anticipated in late February 2027.

In parallel with construction activities, High 5 is advancing operational readiness and marketing initiatives, including key executive hires, website launches, membership programming, event booking systems, staff training, operating procedures, and community outreach efforts. The operational launch plan anticipates job fairs and occupancy activities in early 2027, followed by a soft opening period for training and community engagement events. A grand opening is currently targeted for late February 2027.

Financial Impact:

This update is informational in nature and does not request approval of additional Village funding.

Prepared by:

Trenton Gaskins

Attachments:

1. PowerPoint


High5
It's Where We Celebrate!®
Serving, Entertaining, & Delighting Communities since 2016

June 17th Update

Campaign

June/July/Aug 2026

Oct/Nov/Dec 2026

Launch

Soft Opening

Grand Opening

Construction

Phased Construction

Soft / Grand Opening




From Via Coconut
High5
EXCHANGE
ESTER

Two x 18-hole Minigolf Courses





4

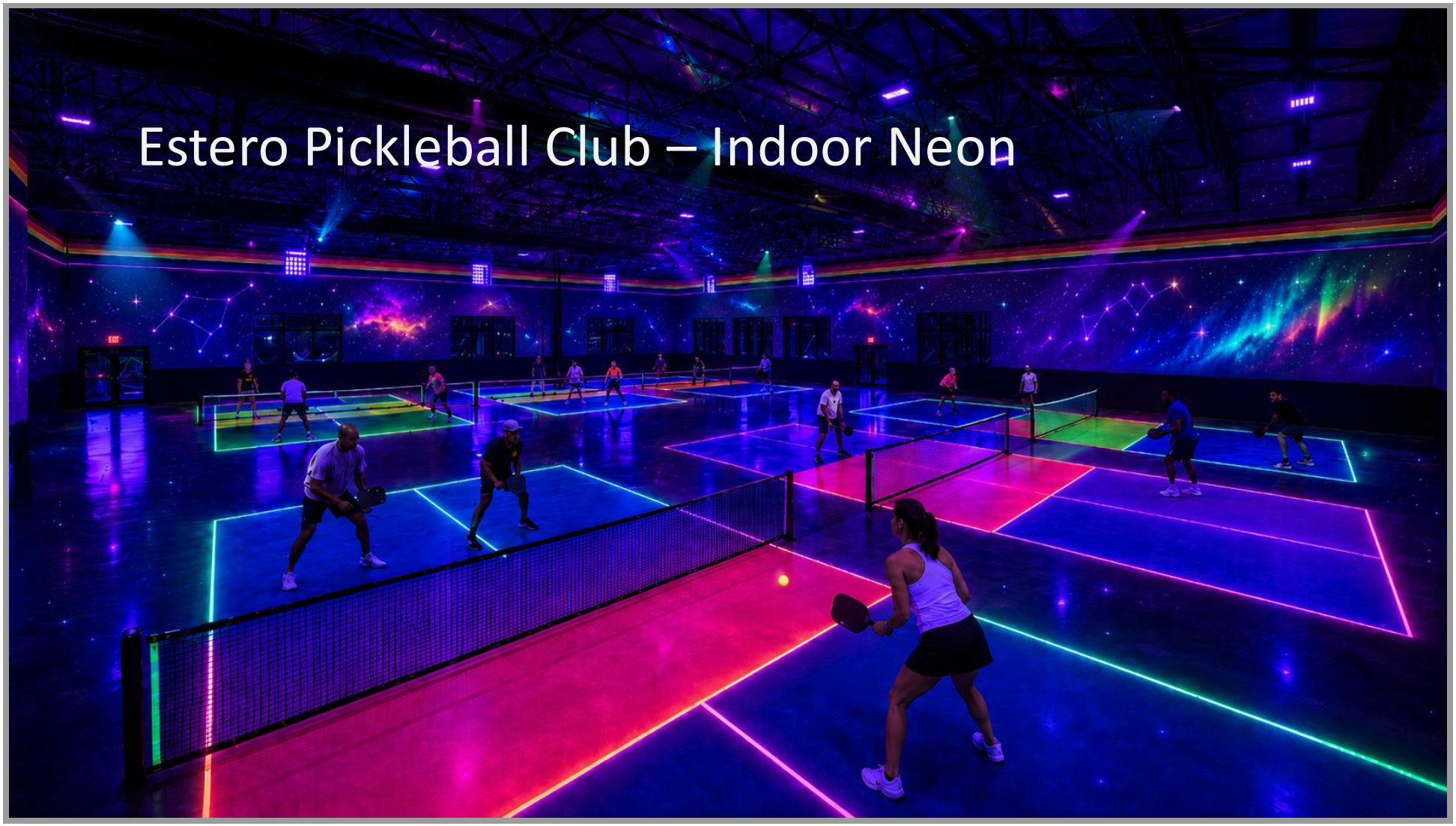

Entrance SportsPark Blvd
High 5
EXCHANGE
High 5
EXCHANGE

Indoor/Outdoor Bar

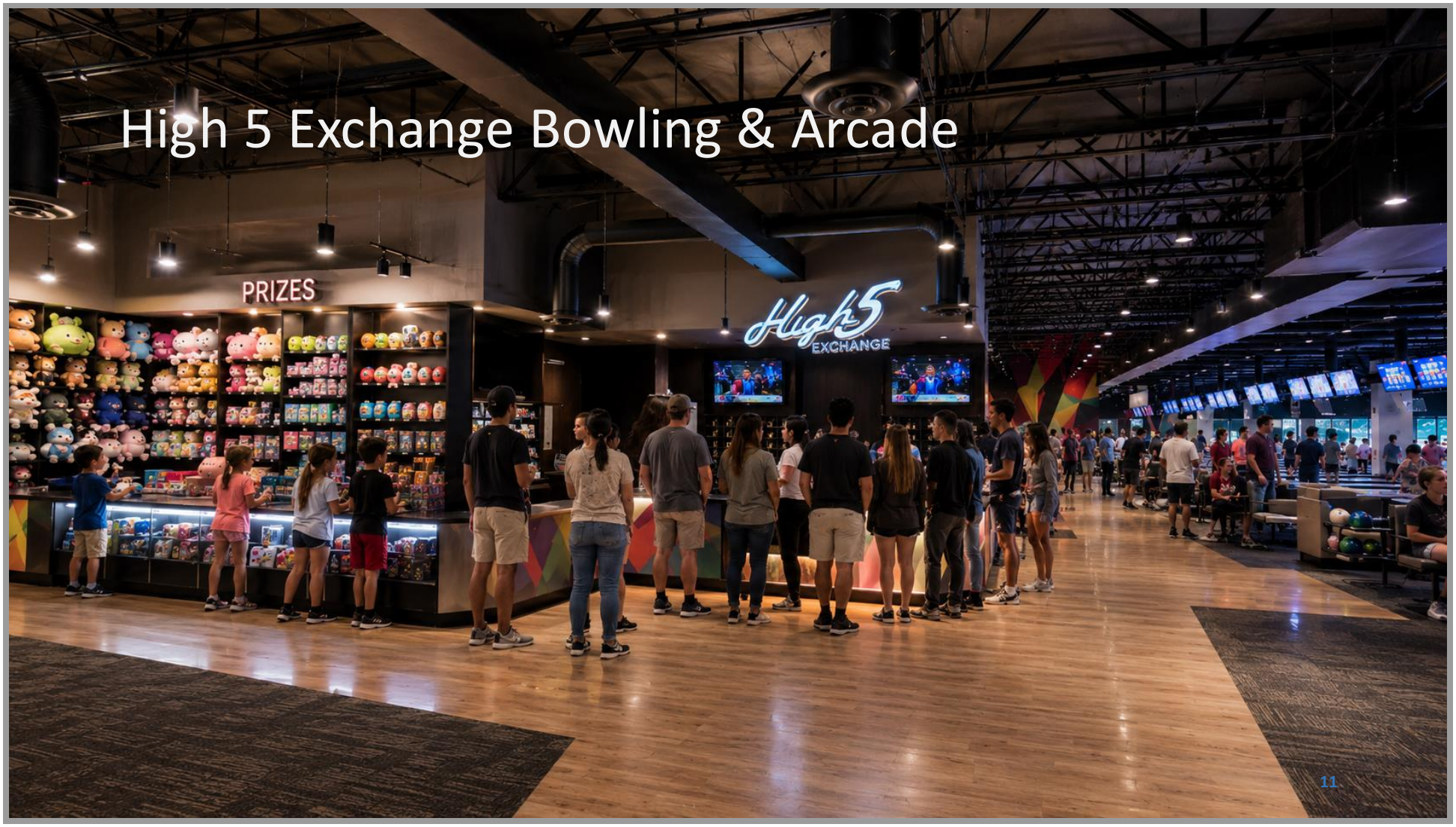


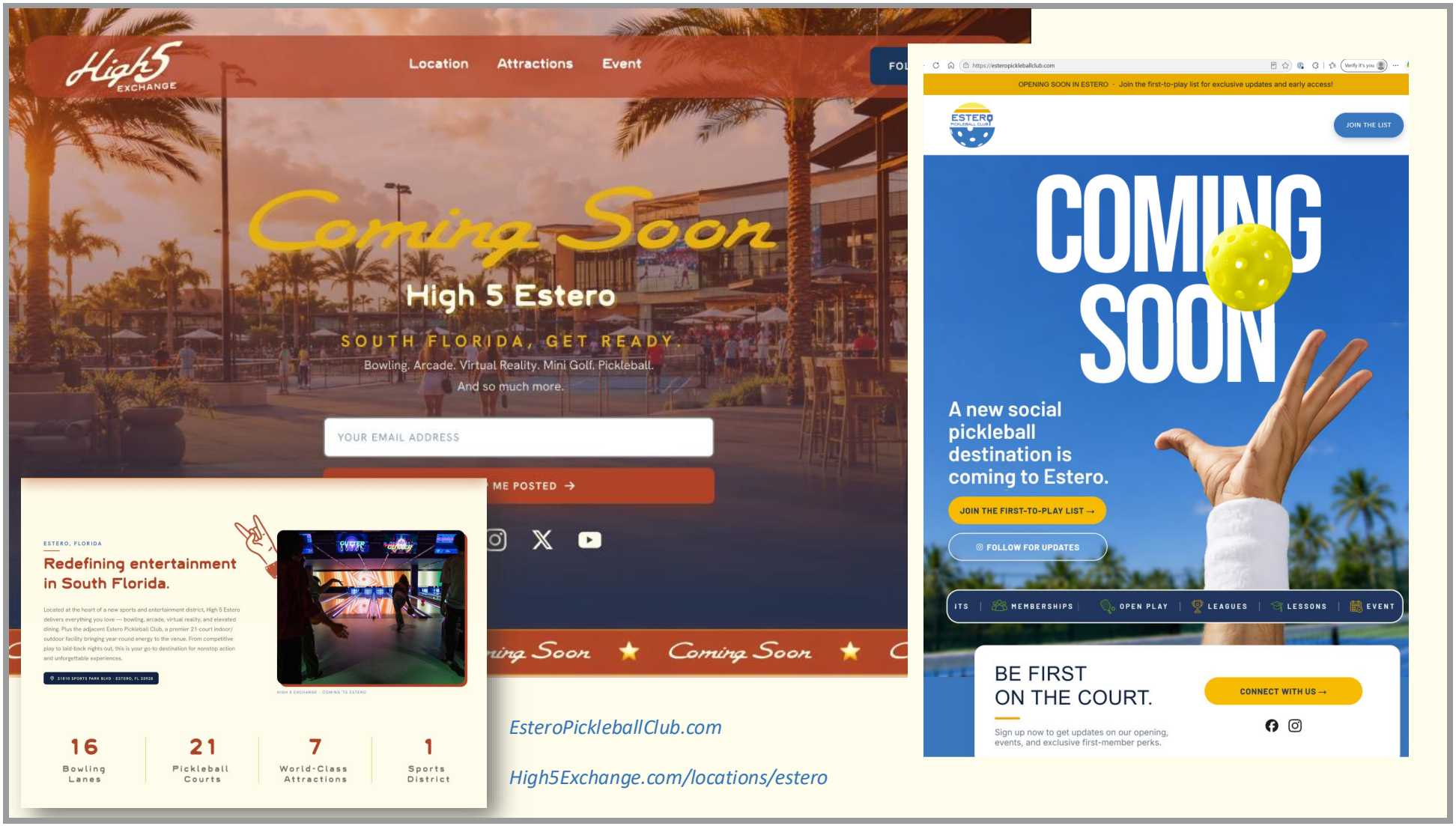

Indoor/Outdoor Bar
EXIT
7


Estero Pickleball Club – Indoor
8


Estero Pickleball Club – Indoor Neon


Estero Pickleball Club Pro Shop
PICKLEBALL TOURNAMENT
SUMMER SMASH
ALL LEVELS WELCOME
PICKLEBALL
PLAY. COMPETE. CONNECT.
EXIT
10


High 5 Exchange Bowling & Arcade
PRIZES
High5
EXCHANGE
11


High5 EXCHANGE
Location
Attractions
Event
Coming Soon
High 5 Estero
SOUTH FLORIDA, GET READY.
Bowling. Arcade. Virtual Reality. Mini Golf. Pickleball.
And so much more.
YOUR EMAIL ADDRESS
ESTERO, FLORIDA
Redefining entertainment in South Florida.
16 Bowling Lanes
21 Pickleball Courts
7 World-Class Attractions
1 Sports District
EsteroPickleballClub.com
High5Exchange.com/locations/estero
OPENING SOON IN ESTERO · Join the first-to-play list for exclusive updates and early access!
JOIN THE LIST
COMING SOON
A new social pickleball destination is coming to Estero.
JOIN THE FIRST-TO-PLAY LIST →
FOLLOW FOR UPDATES
MEMBERSHIPS
OPEN PLAY
LEAGUES
LESSONS
EVENT
BE FIRST ON THE COURT.
Sign up now to get updates on our opening, events, and exclusive first-member perks.
CONNECT WITH US →

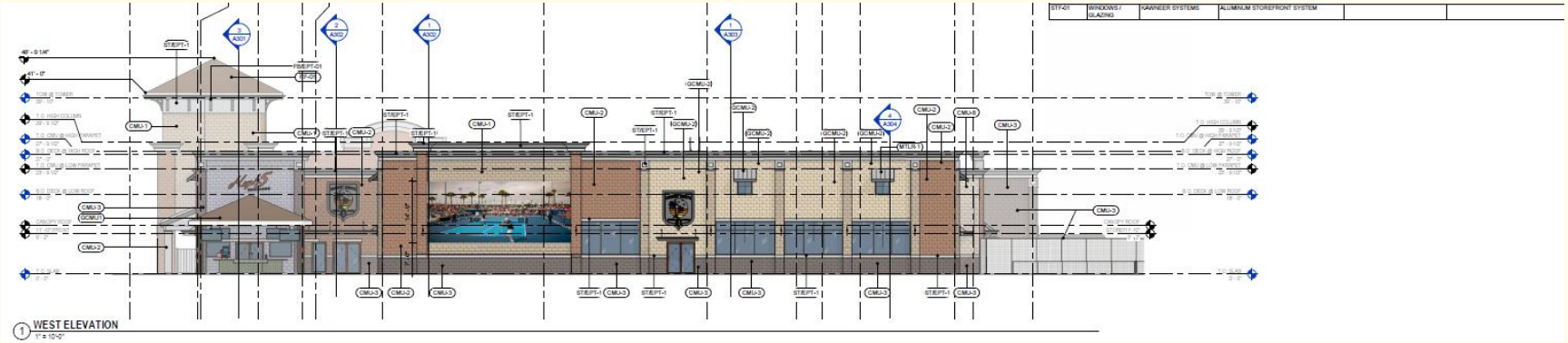
Campaign

- **Q3’26:**
  - **Key Hire**: Pete Dellaluna, DUPR PPR USO Pickleball Director
  - **Key Hire**: GM, 16-year veteran of operations in Hospitality, F&B, and Service industries
  - Website and Social Launch (with subscription and contact)
  - 2027 Pickleball Season programming released

- **Q4’26:**
  - Onboard Training and Operating Procedures Finalized
  - Full Websites Launch: https://esteropickleballclub.com https://high5exchange.com
  - Attraction Marketing Drip: Pinsetters, Minigolf, Pickleball, Culinary
  - Open Event Inquiries and Bookings
  - Open Membership Drive / **Finalize Estero Resident Advance Rewards/Benefits**
  - Extend Pickleball and Bowling Season Calendar Spring/Summer

Launch

- **Q1’27:**
  - Job Fair: Late January / Early February (coincides with construction schedule)
  - Soft Opening mid February: Training Parties with VIPs, Village, Contractors, Investors
  - Full-tilt Membership Drive
  - League Meetings for first Leagues | Pickleball and Bowling
  - Expand Booking Events to include Birthday Parties
  - Grand Opening End of February / Early March – all attractions



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High 5 Estero Construction

- **Phased Construction:**
  - Phase 1: Building Foundation – Completed May 1
  - Clear Phase 1 Unconditional Lien Release (Clean Title) and Close Loan – In process
  - Phase 2: Building Construction – 6-8 months

- **GC Construction Schedule Phase 2:**
  - End June start
  - Soft Openings beginning January/February, coordinated closely with Village Staff
  - Grand Opening February 28, 2027
  - Opportunities for schedule acceleration: Master schedule built on subcontractors' upper range of completion timelines
  - Risks for schedule acceleration: Weather

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More Than Courts.
More Than Expected.

High 5 For YOU Estero!

AAMA's Finalists for FEC of the Year Award – RePlay Magazine

- Designed for Generational Connection
  - High 5 provides experiences that celebrate and honor **every** stage of life.
  - Business Leaders | Teachers | Teenagers | Coaches | Parents | Couples | Veterans | Grandparents | etc.
- Built for Significant Community & Integrated Development Impact
  - Rising tide raises all boats – we meaningfully connect with neighboring businesses, retail, entertainment, and restaurants.
  - Support of Local Sports | Schools | Foundations | Special Services | Non-Profits | Diversity | Jobs | Sales + Property Tax.
- Humbled and Grateful to offer Second Mile Service
  - High 5 lives its mission by supporting what matters most to the community, modeled by same Chick-fil-A service model.
  - Taking pride in Excellent and Integrity: Every guest matters. How well we serve them shapes their entire experience.
- Unique & Resilient Business Model in Any Economic Situation
  - High 5 is a collective of agile businesses under one roof, built to thrive in any market condition.
  - Destinational | Evolving Attractions | Indoors & Outdoors | Private-Public Partnerships | Unique Kitchen Utilization.

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High5 Core Values

Make every guest's day better by joyfully going beyond what's required and expected… it is truly Our Pleasure to Serve.

1. Go the Second Mile

- We look for ways to go above and beyond.
- What this means:
  - Show them you are glad they are here, and help guests before they ask
  - Fix problems big and small quickly and with pleasure
  - Add a little extra care that makes people smile – empathize
  - Remember: Going the second mile is a choice of our heart—and it's what sets us apart

2. Take Pride in Excellence & Integrity

- A clean, safe, high-quality environment for our guests.
- What this means:
  - Clean as you go, no matter who you, where you work, or what you see
  - Take care what matters to guests: delicious, dependable, clean, timely, working, joyous, calming, dependable
  - Show gladness you are here, speak up when something isn't right
  - Remember: If it matters to the guest, it matters to us.

3. Serve with Intention

- How we serve each guest shapes the entire experience.
- What this means:
  - Make eye contact, smile, be friendly, and have FUN
  - Move with purpose and efficiency
  - Treat every guest and every coworker like you're glad they're here
  - Remember: Small moments make a big difference.

4. Care Beyond Our Walls

- We serve our customers—and we serve our community.
- What this means:
  - Treat guests and teammates with agape respect
  - Represent the company with integrity
  - Support and care for our local community inside and outside our walls
  - Remember: Who we are at work reflects who we are everywhere… and vice versa!

Our Promise: We joyfully walk the second mile with our guests – creating experiences worth remembering and sharing.
The first mile is what is expected. The second mile is our pleasure.

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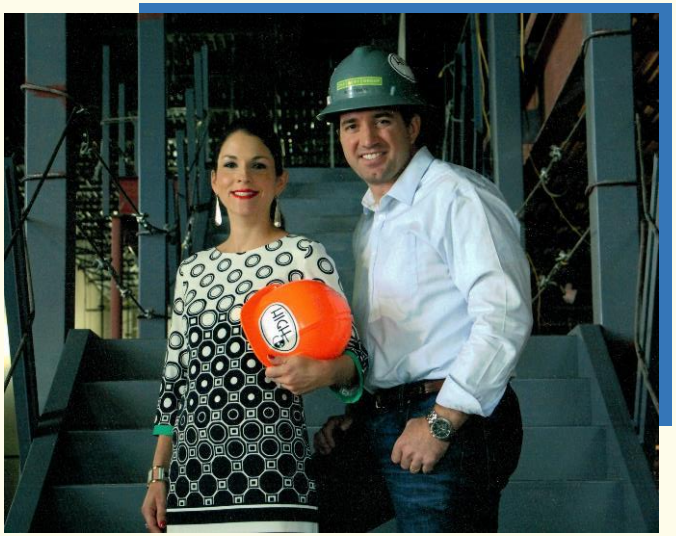
High5 The Name Says it All



A “High 5” is a universal symbol of celebration; fitting for one of the most renowned companies in the experiential entertainment destination industry. Originated in the popular town of Austin, Texas, High 5 offers a wide variety of fun activities for people of all ages, complemented with a delicious full-service scratch kitchen and craft bar. High 5 attractions include Bowling, state-of-the-art Arcade, Laser Tag, Miniature Golf, Escape Rooms, Virtual Reality, Axe Throwing, and Revelry, situated on two floors, making it the perfect destination for families, friends, and groups looking to have a good time. Our ultimate differentiator is our “High 5 Way” to the communities and guests we serve – honoring every guest with 2nd Mile Service, and supporting / benefitting local youth organizations, municipal organizations, and non-profits, firmly engraining High 5 as the “go-to” entertainment destination. Per High 5’s trademark: “It’s Where We Celebrate!”

Our Story





Jenny & Scott Emley, Founders of High 5



Keri & Brad Little, Founders of HeyDay

In 2012, Jenny & Scott Emley sought to build a local, safe, clean, cutting-edge and air-conditioned entertainment center that everyone in Austin enjoyed. The simple premise: strive to make High 5 a place where everything can be celebrated! In 2016, along with several local investors, including two of Scott's Texas Longhorn Football teammates, High 5 opened its doors winning numerous awards for its design, cleanliness, and great service. In 2018, the Emleys met Brad and Keri Little – founders of HeyDay Family Entertainment in Norman, Oklahoma City, and Denison. The Littles were winners of the coveted IAAPA Best Family Entertainment Center in North America. By 2020, the Littles sold their shares in HeyDay to join forces with The Emleys; combining two of the greatest teams in the bowling and entertainment industry. With two locations in Austin and one successful franchise in the Quad Cities (Iowa, called The TBK Bank Sports Complex), High 5 is committed to expand to a community near you. Our key to success is simple: offer the best in entertainment, provide "Second Mile Service" to each of our Guests, and be humble and consistent stewards to the communities we serve. That, and objectively offer the best scratch kitchen and craft bar menu in the city!



The High 5 Way

When our founding partners first met to define The High 5 Way, it was summarized as The Ideal Birthday Party … yes, the birthday of a child, but more importantly, a time where the entire family could celebrate. So, we figured out how to make the birthday experience enjoyable and stress-free for the family. Allowing Parents to mingle with other Parents and perhaps enjoy a glass of wine, while not missing a moment of the birthday. The High 5 Team will go to the next level, even loading gifts in the family car to ensure smiles as the family leaves the facility. After all, life is about experiences … and it is our pleasure to go The Second Mile to achieve that experience every visit, whether it is a birthday, a company party, a fundraiser, or just a night out with your Friends or Family!

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High5
Over 100 Years of Entertainment
Rolling into Your Community
High5
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Experienced Executive Team

		Experience	Company Roles	
Scott Emley President/ CEO		▪ Founded High 5 in 2016 ▪ SVP Marketing | Everspin Technologies ▪ SVP Operations | SMART Modular ▪ SVP Worldwide Marketing | Ramtron ▪ Director Embedded Processors Marketing | Texas Instruments ▪ BSEE / MBA from University of Texas	▪ Corporate Development & Growth Strategy ▪ Investor and Partner Relations ▪ Community Outreach & Philanthropy	▪ Oversight of Tech Systems ▪ Architectural & Construction Mgmt. ▪ Financial Management ▪ Accounting & Tax Reporting
Jennifer Emley VP of Sales & Marketing		▪ Jennifer has been with High5 since inception, performing an instrumental role in driving all aspects of marketing and brand awareness ▪ Bachelors of Education from Texas A&M	▪ National & Local Marketing ▪ Sales & Event Goals & Execution ▪ Product & Tactical Marketing	▪ Brand Recognition & Consistency ▪ PR & Communications ▪ Strategic In-House Event Planning
Brad Little VP of Operations		▪ Founded and operated HeyDay, successfully exiting in 2020 with three stores, totaling 120K+ SF ▪ Special District Judge | Stephens County, OK ▪ Staff Attorney | OK Court of Criminal Appeal ▪ BA/JD from University of Oklahoma	▪ Develops and Oversees Operational Systems ▪ Budget Mgmt. Reporting ▪ HR & Legal Oversight ▪ Leadership Development Training	▪ Team Member Handbook Execution ▪ Facility Asset/Property Inventory & Mgmt. ▪ GM Oversight & Training
Keri Little VP of Hospitality & Attractions		▪ Founded and operated HeyDay Entertainment, successfully exiting in 2020 with three stores, totaling 120K+ SF ▪ Previous owner of a wholesale popcorn brand with clients in nine states ▪ Floor supervisor of one of OK's largest casinos	▪ Arcade & Redemption Mgmt. ▪ Attraction Vendor Relations ▪ Arcade & Redemption Purchasing ▪ Hospitality Steps of Service Training & Oversight	▪ Customer Service Training & Oversight ▪ F&B Menu Development Quality & Oversight ▪ F&B Vendor Relations
Kurt Crooks VP of Info Systems		▪ Director of Operations | HeyDay ▪ B.S. in Enterprise and Organizational Studies from the University of Oklahoma	▪ Operational Systems Enforcement ▪ Executive Liaison at Director Meetings ▪ Payroll Mgmt.	▪ Handbook Enforcement ▪ Customer Service Enforcement ▪ GM Direct Report

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High5 Indoor / Outdoor Entertainment



Bowling & Duckpin



Outdoor Miniaturized Golf



Happy Hour Revelry



Events & Celebrations



Live Music



Immersive Laser Tag



Arcade & Virtual Reality



Experience Rooms

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High5

Scratch Kitchen + Craft Bar

TEXAS INSP. & PSD. 1726

Everything made from quality and as-local-as-possible ingredients, **High 5 Scratch Ranch Kitchen** features the finest American-Fusion menu in Austin. High 5 also caters by request to several of Austin's most prestigious celebrity events, including Mack, Jack, and McConaughey. ***Yes, it's that good.***







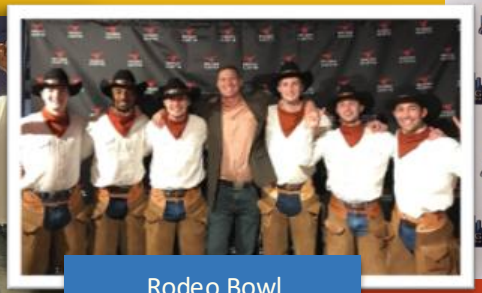









SOTX Winter Games with NFL & Team USA



Rodeo Bowl



Redding Foundation

High5

Timeless Community Foundation Fundraisers





Mack, Jack, and McConaughey



LT Education Foundation Gala

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Elevations



Elevations

