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AGENDA

VILLAGE COUNCIL MEETING

9401 Corkscrew Palms Circle, Estero, Florida

December 4, 2019 9:30 a.m.

Village Council: District 1 – Bill Ribble, Mayor; District 2 – Howard Levitan; District 3 – Jon McLain; District 4 – Katy Errington, Vice Mayor; District 5 – James Boesch; District 6 – Nick Batos; District 7 – Jim Wilson

1. CALL TO ORDER

INVOCATION: Pastor Nolen Rollins – Legacy Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PROCLAMATIONS AND RECOGNITIONS:

(a) Proclamation: League of Women Voters 70th Anniversary

(b) Recognition: Chris Mueller

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

5. CONSENT AGENDA:

(a) Financial Report for Month Ended October 31, 2019

(b) November 20, 2019 Council Meeting Minutes

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

7. ACTION ITEMS:

(a) Consider a Lien Mitigation Request from James Walsh and Joseph Groff Relating to Their Property at 3548 Cherry Blossom Court #201, Located in the Meadows Development on the North Side of Williams Road and West of US 41

Recommended Action: Motion to approve the lien mitigation request releasing any outstanding liens against the Property in exchange for payment of a reduced fine of \$2,000.00 and \$202.15 for administrative costs.

Financial Impact: The Village will recover its out-of-pocket costs for the Code Enforcement Case against the property.

- (b) Consider a Lien Mitigation Request from Celedonio Varela Relating to his Property at 8401 Mockingbird Lane, Located at the Corner of Highlands Avenue and Mockingbird Lane, just East of Estero United Methodist Church

Recommended Action: Motion to approve the lien mitigation request releasing any outstanding liens against the Property in exchange for payment of a reduced fine of \$2,000.00 and \$307.50 for administrative costs as recommended by the Village Attorney.

Financial Impact: The Village will recover its out-of-pocket costs for the Code Enforcement Case against the Property.

- (c) Planning, Design and Permitting Services for Via Coconut Point Landscape Improvements CN 2019-02

Recommended Action: Motion to: 1) Approve consultants ranking for Via Coconut Point Landscape Improvements as follows: 1. Kimley-Horn and Associates, Inc.; 2. J.R. Evans Engineering, Inc.; 3. Q. Grady Minor & Associates, Inc.; 4. Agnoli Barber & Brundage, Inc. 2) Authorize the Village Manager to execute the attached contract on behalf of the Village Council.

Financial Impact: Contract amount: \$221,500. Project costs will be paid using the FY2019/2020 Via Coconut Point Landscaping budget of \$309,100.

- (d) Planning, Design and Permitting Services for River Ranch Road Improvements CN 2019-04

Recommended Action: Motion to: 1) Approval of consultants ranking for River Ranch Road Improvements as follows: 1. CW3 Engineering, Inc.; 2. Barraco and Associates, Inc. 3. Hole Montes, Inc. 2) Authorize staff to negotiate a contract with the Number 1 ranked firm, CW3 Engineering, Inc. to provide professional consulting services for the River Ranch Road Improvements project.

Financial Impact: The amount will be determined by the results of the contract negotiations. The final contract and cost will be brought before Council for approval.

- (e) Council Endorsement of the Formation of the Estero Forever Foundation

Recommended Action: Consider endorsement of the Formation of the Estero Forever Foundation.

Financial Impact: There is no financial impact to the Village.

8. ACTION ITEMS:

- (a) Consider First Reading of Ordinance No. 2019-30 for Voluntary Annexation of 10 Acre Property At 4528, 4406 And 4410 Coconut Road, and Set Second Reading for January 8, 2020

Ordinance No. 2019-30 An Ordinance of the Village of Estero, Annexing Property Located at 4528 Coconut Road and 4406/4410 Coconut Road, Lee County, Florida, into the Corporate Limits of the Village in Accordance with the Annexation Provisions of Chapter 171, Part II, Florida Statutes; Redefining the Boundary Lines of Said Village in Conformance Therewith; Amending the Official Boundary Map of the Village of Estero, Florida, Providing that Existing Future Land Use and Zoning Designations Remain Until Changed by the Village Ordinance; Providing for Conflicts; Providing for Severability; and Providing an Effective Date

Recommended Action: Consider first reading of Ordinance No. 2019-30 for voluntary annexation of 10 acre property at 4528, 4406 and 4410 Coconut Road and set second reading/hearing for January 8, 2020.

Financial Impact: The Village will receive annual tax revenue which is dependent upon the housing price, and approximately \$100,000.00 in road impact fees which could be used for improvements to Coconut Road.

9. PUBLIC COMMENT ON NON-AGENDA ITEMS

10. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

11. VILLAGE ATTORNEY’S REPORT

12. VILLAGE MANAGER’S REPORT

Adjourn Regular Session and Convene Workshop Item

13. WORKSHOP ITEMS:

- (a) Gulf Coast Dream Cruise / Estero Fest 2020
- (b) Estero Branding Update

14. ADJOURNMENT

If you desire to address the Council, please complete a Public Comment Card and return it to the Village Clerk. Citizens desiring to speak must step up to the podium, state their full name and address, and whom he or she represents.

ADA Assistance – Anyone needing special assistance at the Board meeting due to a disability or physical impairment should contact Village Clerk Kathy Hall, 239-221-5033, at least 48 hours prior to the meeting.

Pursuant to Section 286.0105, Florida Statutes:
“If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a recording of the proceeding, and that, for such purpose, he or she may need to ensure that a verbatim recording of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”

THE VILLAGE OF ESTERO

PROCLAMATION

WHEREAS, this year marks the 70th Anniversary of the League of Women Voters of Lee County, Florida; and

WHEREAS, the League of Women Voters of Lee County, Florida, is nonpartisan, neither supporting nor opposing candidates or political parties at any level of government, but always working on vital issues of concern to members and the public; and

WHEREAS, the League of Women Voters of Lee County, Florida, encourages informed and active participation in government, works to increase understanding of major public policy issues, and influences public policy through education and advocacy ; and

WHEREAS, the League of Women Voters of Lee County, Florida, education fund works to register voters, provide voters with election information through voter guides as well as candidate forums and debates.

NOW, THEREFORE, the Village Council of the Village of Estero, Lee County, Florida, does hereby congratulate the League of Women Voters of Lee County, Florida, on their 70th Anniversary and offer gratitude for the hard work they have done, and continue to do, and wish them many more years of success.

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this 4th day of December, 2019.

Bill Ribble

Bill Ribble, Mayor

ATTEST:

Kathy Hall

Kathy Hall, MMC, Village Clerk



THE VILLAGE OF ESTERO
CERTIFICATE OF APPRECIATION

Is Hereby Presented To

CHRIS MUELLER

***In grateful recognition of his tireless efforts and assistance
to ensure the success of the 2018 and 2019 Veterans Day Celebrations.***

Dated this 4th day of December, 2019

Bill Ribble

Bill Ribble
Village of Estero Mayor



AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 4, 2019

Agenda Item:

Financial Report for the month ended October 31, 2019.

Description:

This financial report provides details of operations for the one (1) month ending October 31, 2019 which is the initial month of the 2019-2020 fiscal year. Most of the amounts received and paid in October relate to the prior fiscal year and will not be reflected in the October financial report. The 2018-2019 Fiscal Year will continue to be adjusted and final financial report will be issued in December or January.

- *Reserved Funds:* \$5,596,700 has been set aside in operating reserve funds.
- *Debt Reduction Funding:* \$4,047,570 has been allocated for Debt Reduction funding.
- *Available funds:* total available funds to \$26,309,675

Action Requested:

Approve financial report.

Financial Impact:

There is no financial impact of this report.

Attachments:

1. Budget report



Village of Estero

Budget Report-All Funds
For the Month Ending October, 2019; For 2018-2019 not final fiscal year report

	Current Month Actual	2019-2020 Year to Date Actual	2019-2020 Original Budget	2019-2020 Budget Variance	2019-2020 Year to Date Percentage	2018-2019 Year to Date Actual	Year to Date Prior Year Variance	2018-2019 12 Months Actual
Ad Valorem Taxes	-	-	5,006,000	(5,006,000)	0%	-	-	4,955,863
Local Communications Svcs Tax	-	-	807,000	(807,000)	0%	-	-	866,260
Local Business Tax	-	-	22,500	(22,500)	0%	-	-	23,047
Franchise Fees-Electric	-	-	2,070,000	(2,070,000)	0%	-	-	2,169,292
Franchise Fees-Solid Waste	-	-	156,000	(156,000)	0%	-	-	123,444
Rev Sharing Sales tax	48,804	48,804	575,000	(526,196)	8%	47,346	1,458	589,035
Mobile Home License	-	-	1,500	(1,500)	0%	45	(45)	2,934
Alcohol Beverage Tax	-	-	30,000	(30,000)	0%	-	-	33,913
Half Cent Sales Tax	-	-	2,730,000	(2,730,000)	0%	-	-	2,742,569
FDOT US 41 Light Maintenance	-	-	118,520	(118,520)	0%	-	-	115,072
Fines & Forfeitures	-	-	300	(300)	0%	-	-	790
Interest Income	29,476	29,476	300,000	(270,524)	10%	35,349	(5,873)	456,947
Rental income	7,000	7,000	60,000	(53,000)	12%	-	7,000	45,903
Miscellaneous Revenue	-	-	30,000	(30,000)	0%	52,200	(52,200)	30,368
Administrative Fee	1,511	1,511	50,000	(48,489)	3%	4,756	(3,245)	60,714
Cost Recovery-Admin Charge	1,000	1,000	10,000	(9,000)	10%	-	1,000	8,850
Dev & Zoning-Fixed Fees	2,170	2,170	50,000	(47,830)	4%	1,520	650	64,124
Dev & Zoning-Cost Recovery Fee	340	340	47,000	(46,660)	1%	2,331	(1,991)	46,511
Planning-Miscellaneous Revenue	2,457	2,457	-	2,457	100%	2,161	295	30,092
Code Comp & Contractor License	3,540	3,540	1,500	2,040	236%	-	3,540	14,912
Local Option Gas Tax-1-6 Cent	-	-	535,000	(535,000)	0%	-	-	540,668
ROW Permits	650	650	2,400	(1,750)	27%	600	50	1,450
Rev Sharing-Fuel Tax	14,291	14,291	179,000	(164,709)	8%	14,198	93	176,336
WCIND Marine Patrol Revenue	-	-	11,860	(11,860)	0%	-	-	3,984
FEMA-Federal Share	-	-	-	-	0%	-	-	208,384
FEMA-State Share	-	-	-	-	0%	-	-	18,654
Total Revenues-General Fund	111,239	111,239	12,793,580	(12,682,341)	1%	160,506	(49,267)	13,330,113
Interest Income-Bldg Fee Fd	-	-	-	-	0%	6	(6)	-
Building Fees	61,715	61,715	1,000,000	(938,285)	6%	96,782	(35,067)	998,784
Surcharge Fee Retained	-	-	2,700	(2,700)	0%	-	-	2,063
Convenience Fee	1,546	1,546	15,000	(13,454)	10%	1,453	93	17,543
Interest income	-	-	2,400	(2,400)	0%	-	-	4,353
Total Revenues-Building Fee Fund	63,261	63,261	1,020,100	(956,839)	6%	98,241	(34,980)	1,022,744
Interest Income	7,015	7,015	-	7,015	100%	-	7,015	40,555
Total Revenues-Debt Serv	7,015	7,015	-	7,015	100%	-	7,015	40,555
FDOT Funding-US 41 Landscaping	-	-	766,000	(766,000)	0%	-	-	-
Lee Cty Funding-Estero Prkway	-	-	2,196,000	(2,196,000)	0%	-	-	-
Local Option Gas Tax 1-5 Cent	-	-	393,000	(393,000)	0%	-	-	394,985
Interest Income-Gas Tax	-	-	9,080	(9,080)	0%	10	(10)	8,114
Road Imp Fee-Residential	39,984	39,984	570,000	(530,016)	7%	106,125	(66,141)	867,171
Road Imp Fees-Commercial	-	-	2,227,000	(2,227,000)	0%	-	-	811,445
Com Prk Imp Fees-Residential	-	-	-	-	0%	1,560	(1,560)	2,340
Com Prk Imp Fees-Commercial	-	-	-	-	0%	6,391	(6,391)	12,782
Reg Prk Imp Fees-Residential	-	-	-	-	0%	1,366	(1,366)	2,049
Reg Prk Imp Fees-Commercial	-	-	-	-	0%	5,588	(5,588)	11,176
Park Imp Fees-Residential	6,140	6,140	87,500	(81,360)	7%	7,675	(1,535)	75,215
Park Imp Fee-Commercial	-	-	146,200	(146,200)	0%	-	-	48,804
Interest Income-Rd Impact	11,908	11,908	45,350	(33,442)	26%	7,340	4,569	128,121
Interest Income-Com Prk Impact	1,671	1,671	6,060	(4,389)	28%	1,369	301	20,099
Interest Income-Reg Prk Impact	1,473	1,473	5,360	(3,887)	27%	1,220	253	17,808
Interest Inc-Com Prk Contri	-	-	400	(400)	0%	1	(1)	590
Interest Inc-Public Land	-	-	2,930	(2,930)	0%	(74)	74	2,477
Interest Income-Park Imp	137	137	820	(683)	17%	-	137	964
-	-	-	-	-	0%	-	-	-
-	-	-	-	-	0%	-	-	-
-	-	-	-	-	0%	-	-	-
Total Revenues-Capital Projects Fund	61,313	61,313	6,455,700	(6,394,387)	1%	138,572	(77,258)	2,404,140
Total Revenues-All Funds	242,829	242,829	20,269,380	(20,026,551)	1%	397,319	(154,490)	16,797,552



Village of Estero

Budget Report-All Funds
For the Month Ending October, 2019; For 2018-2019 not final fiscal year report

	Current Month Actual	2018-2019 Year to Date Actual	2018-2019 Amended Budget	2018-2019 Budget Variance	2018-2019 Year to Date Percentage	2017-2018 Year to Date Actual	Year to Date Prior Year Variance	2017-2018 12 Months Actual
Debt Serv Fd Trans from Gen Fd	384,994	384,994	2,515,800	(2,130,806)	15%	-	384,994	5,058,288
Proceeds from Debt Issue	-	-	-	-	0%	-	-	20,000,000
Cap Projects Trans from Gen Fd	-	-	7,348,360	(7,348,360)	0%	790	(790)	5,367,222
Cap Project Trans from Debt Serv	-	-	-	-	0%	-	-	20,000,000
Total Revenues and Other Financing Sources-All Funds	627,823	627,823	30,133,540	(29,505,717)	2%	398,109	229,714	67,223,062
Executive Salaries	10,356	10,356	124,300	113,944	8%	10,356	-	124,277
FICA Taxes	792	792	9,600	8,808	8%	792	-	9,507
Workers Comp	-	-	400	400	0%	-	-	284
Unemployment Comp	44	44	1,900	1,856	2%	45	1	1,598
Travel and Per Diem	-	-	22,000	22,000	0%	-	-	4,042
Books Pub & Memberships	5,280	5,280	5,000	(280)	106%	4,093	(1,187)	4,966
Training	216	216	2,000	1,784	11%	-	(216)	2,188
Total Village Council	16,689	16,689	165,200	148,511	10%	15,287	(1,402)	146,862
Executive Salary	10,536	10,536	196,800	186,264	5%	10,296	(240)	186,361
Car Allowance	396	396	7,200	6,804	5%	415	20	7,220
Regular Salaries & Wages	7,491	7,491	138,700	131,209	5%	7,320	(171)	133,930
FICA Taxes	716	716	22,100	21,384	3%	700	(16)	21,026
Retirement Contributions	1,713	1,713	31,900	30,187	5%	1,674	(39)	30,263
Group Insurance	6,243	6,243	79,500	73,257	8%	11,230	4,987	76,544
Worker's Compensation	-	-	900	900	0%	-	-	702
Unemployment Comp	19	19	900	882	2%	26	7	833
Miscellaneous Professional Srv	-	-	75,000	75,000	0%	-	-	5,806
Communication Services	2,625	2,625	32,760	30,135	8%	2,625	-	31,500
Miscellaneous Contractual Srvs	-	-	35,000	35,000	0%	-	-	-
Travel & Per Diem	-	-	12,000	12,000	0%	-	-	1,118
Public Relations	2,100	2,100	15,000	12,900	14%	750	(1,350)	14,916
Books Pub & Memberships	535	535	3,000	2,465	18%	535	-	2,500
Training	-	-	4,000	4,000	0%	-	-	2,962
Total Village Manager	32,373	32,373	654,760	622,387	5%	35,572	3,198	515,680
Village Attorney	-	-	150,000	150,000	0%	-	-	137,919
Land Use Legal	-	-	85,000	85,000	0%	-	-	50,870
Comprehensive Plan Legal	-	-	25,000	25,000	0%	-	-	246,192
Code Enforcement Legal	-	-	12,000	12,000	0%	-	-	12,062
Land Dev Code Legal	-	-	25,000	25,000	0%	-	-	12,742
Miscellaneous legal	-	-	-	-	0%	-	-	31,869
Other Special Legal	-	-	-	-	0%	-	-	85,167
Total Village Attorney	-	-	297,000	297,000	0%	-	-	576,820



Village of Estero

Budget Report-All Funds
For the Month Ending October, 2019; For 2018-2019 not final fiscal year report

	Current Month <u>Actual</u>	2018-2019 Year to Date <u>Actual</u>	2018-2019 Amended <u>Budget</u>	2018-2019 Budget <u>Variance</u>	2018-2019 Year to Date <u>Percentage</u>	2017-2018 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2017-2018 12 Months <u>Actual</u>
Regular Salaries & Wages	7,147	7,147	126,500	119,353	6%	4,992	(2,155)	104,299
FICA Taxes	545	545	9,700	9,155	6%	380	(165)	7,947
Retirement Contributions	475	475	9,100	8,625	5%	474	(1)	8,496
Group Insurance	1,100	1,100	14,100	13,000	8%	1,977	877	13,492
Worker's Compensation	-	-	400	400	0%	-	-	263
Unemployment Compensation	14	14	600	586	2%	7	(7)	503
Codification	-	-	25,000	25,000	0%	-	-	-
Election Services	-	-	-	-	0%	-	-	32,379
Miscellaneous Contractual Srv	-	-	-	-	0%	-	-	24,774
Travel & Per Diem	-	-	1,000	1,000	0%	-	-	-
Legal Notices	-	-	5,000	5,000	0%	-	-	4,761
Book, Pub & Membership	-	-	500	500	0%	-	-	370
Training	-	-	100	100	0%	-	-	57
	-	-	-	-	-	-	-	-
<i>Total Village Clerk</i>	<u>9,281</u>	<u>9,281</u>	<u>192,000</u>	<u>182,719</u>	5%	<u>7,830</u>	<u>(1,451)</u>	<u>197,342</u>
Regular Salaries & Wages	13,806	13,806	272,200	258,394	5%	13,675	(132)	244,106
FICA Taxes	1,044	1,044	20,900	19,856	5%	1,034	(10)	18,465
Retirement Contributions	607	607	11,400	10,793	5%	593	(14)	10,719
Group Insurance	1,746	1,746	22,600	20,854	8%	3,139	1,393	21,489
Worker's Compensation	-	-	700	700	0%	-	-	527
Unemployment Compensation	25	25	1,100	1,075	2%	19	(6)	925
Accounting Services	-	-	5,000	5,000	0%	-	-	1,200
Auditing & Actuarial Services	-	-	33,000	33,000	0%	-	-	36,930
Travel & Per Diem	-	-	1,200	1,200	0%	-	-	1,258
Books, Publications & Members	-	-	800	800	0%	-	-	1,113
Training	-	-	1,200	1,200	0%	-	-	1,575
	-	-	-	-	-	-	-	-
<i>Total Finance</i>	<u>17,229</u>	<u>17,229</u>	<u>370,100</u>	<u>352,871</u>	5%	<u>18,460</u>	<u>1,231</u>	<u>338,307</u>
Regular Salaries & Wages	11,168	11,168	180,300	169,132	6%	9,521	(1,647)	186,111
FICA Taxes	843	843	13,800	12,957	6%	720	(123)	14,053
Retirement Contributions	924	924	17,200	16,276	5%	903	(21)	16,329
Group Insurance	2,331	2,331	35,500	33,169	7%	3,711	1,380	32,020
Worker's Compensation	-	-	2,300	2,300	0%	-	-	2,348
Unemployment Compensation	21	21	600	579	3%	21	(0)	755
Land Development Code	-	-	127,000	127,000	0%	-	-	77,430
Comp Plan/Land Dev Regulations	-	-	40,000	40,000	0%	-	-	75,687
Growth Model Srvs	-	-	10,000	10,000	0%	-	-	5,500
Development Srvcs Manager	-	-	85,000	85,000	0%	-	-	33,972
Misc Professional Services	-	-	65,000	65,000	0%	-	-	31,577
Economic Development	-	-	60,000	60,000	0%	-	-	27,500
Travel & Per Diem	-	-	2,000	2,000	0%	-	-	772
Legal Notices-Plan & Zoning	-	-	6,000	6,000	0%	-	-	1,311
Books, Pub & Memberships	-	-	5,000	5,000	0%	-	-	4,639
Training	-	-	1,000	1,000	0%	-	-	567
Capital Outlay	-	-	57,200	57,200	0%	-	-	-
	-	-	-	-	-	-	-	-
<i>Total Development Services</i>	<u>15,287</u>	<u>15,287</u>	<u>707,900</u>	<u>692,613</u>	2%	<u>14,876</u>	<u>(411)</u>	<u>510,569</u>



Village of Estero

Budget Report-All Funds

For the Month Ending October, 2019; For 2018-2019 not final fiscal year report

	Current Month <u>Actual</u>	2018-2019 Year to Date <u>Actual</u>	2018-2019 Amended <u>Budget</u>	2018-2019 Budget <u>Variance</u>	2018-2019 Year to Date <u>Percentage</u>	2017-2018 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2017-2018 12 Months <u>Actual</u>
Cost Recovery-Wages	316	316	42,200	41,884	1%	2,169	1,853	22,919
Cost Recovery FICA Taxes	24	24	3,300	3,276	1%	162	139	1,729
Cost Recovery Worker's Comp	-	-	1,200	1,200	0%	-	-	-
Cost Recovery Unemploy Comp	-	-	300	300	0%	-	-	-
Cost Recovery Prof Services	-	-	-	-	0%	-	-	21,863
Planning & Zoning-Fixed Fee	-	-	350,000	350,000	0%	-	-	304,542
	-	-	-	-	0%	-	-	-
	-	-	-	-	0%	-	-	-
<i>Planning, Zoning and Development</i>								
Review Services	340	340	397,000	396,660	0%	2,331	1,991	351,053
Special Magistrate Svcs	-	-	16,000	16,000	0%	-	-	12,665
Code Compliance Contract Svcs	-	-	154,000	154,000	0%	-	-	140,430
Other Chrges-Filing Fees	-	-	1,200	1,200	0%	-	-	417
	-	-	-	-	0%	-	-	-
	-	-	-	-	0%	-	-	-
<i>Total Code Compliance Services</i>	-	-	171,200	171,200	0%	-	-	153,512
Lee Cty Animal Control Svcs	-	-	38,000	38,000	0%	-	-	33,879
	-	-	-	-	0%	-	-	-
<i>Total Animal Control</i>	-	-	38,000	38,000	0%	-	-	33,879
Flood Plain-Com Rating System	-	-	-	-	0%	-	-	1,125
Stormwater Master Plan	-	-	-	-	0%	-	-	46,191
NPDES Compliance	-	-	10,000	10,000	0%	-	-	17,653
Water Level & Quality Monitor	-	-	100,000	100,000	0%	-	-	20,011
Estero River Maintenance	-	-	100,000	100,000	0%	-	-	11,050
Coconut Road Drainage Impro	-	-	75,000	75,000	0%	-	-	-
Miscellaneous Stormwate Maint	-	-	20,000	20,000	0%	-	-	6,332
Water Quality Joint Advocacy	-	-	-	-	0%	-	-	5,000
	-	-	-	-	0%	-	-	-
	-	-	-	-	0%	-	-	-
	-	-	-	-	0%	-	-	-
<i>Total Public Works/ Physical Environment</i>	-	-	305,000	305,000	0%	-	-	107,361



Village of Estero

Budget Report-All Funds

For the Month Ending October, 2019; For 2018-2019 not final fiscal year report

	Current Month <u>Actual</u>	2018-2019 Year to Date <u>Actual</u>	2018-2019 Amended Budget	2018-2019 Budget Variance	2018-2019 Year to Date Percentage	2017-2018 Year to Date Actual	Year to Date Prior Year Variance	2017-2018 12 Months Actual
Public Works Wages	8,781	8,781	254,400	245,619	3%	8,584	(197)	154,734
FICA Taxes	644	644	19,500	18,856	3%	600	(44)	11,057
Retirement Contribution	623	623	18,800	18,177	3%	609	(14)	11,017
Group Insurance	2,583	2,583	47,200	44,617	5%	3,586	1,003	27,697
Worker's Compensation	-	-	6,900	6,900	0%	-	-	4,651
Unemployment Compensation	19	19	900	882	2%	14	(5)	666
Traffic Counts	-	-	20,000	20,000	0%	-	-	-
Village Traffic Study	-	-	-	-	0%	-	-	11,500
Bicycle & Pedestrian Study	-	-	-	-	0%	-	-	13,648
Misc Professional Services	-	-	65,000	65,000	0%	-	-	7,865
GIS Services	-	-	-	-	0%	-	-	438
Cap Improv Program Assistance	-	-	5,000	5,000	0%	-	-	-
Misc Engineering Srvc	-	-	-	-	0%	-	-	9,007
Misc Construction Services	-	-	60,000	60,000	0%	877	877	15,662
Bridge Maintenance	-	-	10,000	10,000	0%	-	-	-
Irrigation Maintenance	-	-	20,000	20,000	0%	-	-	11,728
Landscape Maintenance	-	-	144,000	144,000	0%	-	-	28,533
Mowing Maintenance	-	-	105,000	105,000	0%	-	-	89,325
Ditch Maintenance	-	-	-	-	0%	-	-	31,599
Street Light Maintenance	-	-	50,000	50,000	0%	-	-	14,603
Street Sweeping Services	-	-	27,000	27,000	0%	-	-	24,850
Traffic Sign Maintenance	-	-	20,000	20,000	0%	-	-	6,043
Traffic Signal Maintenance	1,209	1,209	5,000	3,791	24%	4,695	3,486	4,695
Right-of-Way Permit Review	-	-	15,000	15,000	0%	-	-	-
Railroad Maintenance	-	-	18,000	18,000	0%	-	-	18,000
Misc Landscape Projects	-	-	-	-	0%	-	-	695
Sandy Lane Bridge Maint/Access	-	-	10,000	10,000	0%	-	-	-
Resurf/Drainage-Poinciana Trail	-	-	152,000	152,000	0%	-	-	24,359
Travel	-	-	3,000	3,000	0%	-	-	3,237
Communications	-	-	750	750	0%	-	-	711
Utilities	282	282	45,000	44,718	1%	-	(282)	31,294
Equipment & leases	166	166	4,000	3,834	4%	166	-	2,584
Street Light Insurance	-	-	15,000	15,000	0%	-	-	12,857
Operating Supplies	74	74	3,000	2,927	2%	-	(74)	5,554
Books, Publications & Members	-	-	1,500	1,500	0%	-	-	2,111
Training	-	-	2,000	2,000	0%	-	-	800
	-	-	-	-		-	-	-
<i>Total Public Works/ Transportation</i>	<i>14,380</i>	<i>14,380</i>	<i>1,147,950</i>	<i>1,133,570</i>	<i>1%</i>	<i>19,132</i>	<i>4,751</i>	<i>581,519</i>
Webmaster Srvs & Maintenance	-	-	9,000	9,000	0%	-	-	8,402
Software Licensing	2,197	2,197	25,000	22,803	9%	420	(1,777)	27,417
Information Technology Srvs	-	-	125,000	125,000	0%	-	-	114,043
	-	-	-	-	0%	-	-	-
	-	-	-	-		-	-	-
<i>Total Information Technology</i>	<i>2,197</i>	<i>2,197</i>	<i>159,000</i>	<i>156,803</i>	<i>1%</i>	<i>420</i>	<i>(1,777)</i>	<i>149,862</i>
Lee Cty Law Enforcement	848	848	10,000	9,152	8%	160	(688)	4,744
	-	-	-	-		-	-	-
<i>Total Law Enforcement/ Security</i>	<i>848</i>	<i>848</i>	<i>10,000</i>	<i>9,152</i>	<i>8%</i>	<i>160</i>	<i>(688)</i>	<i>4,744</i>



Village of Estero

Budget Report-All Funds

For the Month Ending October, 2019; For 2018-2019 not final fiscal year report

	Current Month Actual	2018-2019 Year to Date Actual	2018-2019 Amended Budget	2018-2019 Budget Variance	2018-2019 Year to Date Percentage	2017-2018 Year to Date Actual	Year to Date Prior Year Variance	2017-2018 12 Months Actual
Parks Master Plan	-	-	45,000	45,000	0%	-	-	114,460
<i>Total Parks & Recreation</i>	<i>-</i>	<i>-</i>	<i>45,000</i>	<i>45,000</i>	<i>0%</i>	<i>-</i>	<i>-</i>	<i>114,460</i>
Lobbying Services	-	-	30,000	30,000	0%	-	-	30,000
State Administrative Fees	-	-	7,700	7,700	0%	-	-	9,038
Tax Collector Fees	1,818	1,818	2,000	182	91%	1,758	(60)	3,721
Audio Visual Services	-	-	46,000	46,000	0%	-	-	19,269
Misc Contractual Svcs	-	-	250,000	250,000	0%	-	-	9,500
Communications	-	-	5,000	5,000	0%	-	-	4,847
Freight & Postage	73	73	3,500	3,427	2%	237	163	3,342
Utilities	1,402	1,402	17,500	16,098	8%	-	(1,402)	15,194
Equipment Rental & Leases	381	381	9,000	8,619	4%	160	(221)	6,559
Office Lease-Corkscrew Palms	19,381	19,381	240,000	220,619	8%	19,863	482	232,888
Insurance	-	-	63,000	63,000	0%	-	-	60,048
Repairs & Maintenance	-	-	20,000	20,000	0%	-	-	19,701
Printing	-	-	1,500	1,500	0%	-	-	-
Bank Charges	-	-	-	-	0%	-	-	145
Contingency	-	-	200,000	200,000	0%	-	-	-
Office Supplies	146	146	6,500	6,354	2%	116	(30)	5,762
Operating Supplies	127	127	11,000	10,873	1%	-	(127)	14,329
Books Pub & Membership	-	-	2,000	2,000	0%	-	-	280
<i>Total General Government</i>	<i>23,329</i>	<i>23,329</i>	<i>914,700</i>	<i>891,371</i>	<i>3%</i>	<i>22,134</i>	<i>(1,195)</i>	<i>434,623</i>
Lee Cty Marine Patrol	-	-	11,860	11,860	0%	-	-	3,984
<i>Total Lee County Marine Patrol</i>	<i>-</i>	<i>-</i>	<i>11,860</i>	<i>11,860</i>	<i>0%</i>	<i>-</i>	<i>-</i>	<i>3,984</i>
IRMA-Professional Service	-	-	-	-	0%	-	-	-
Disaster Preparedness Services	-	-	10,000	10,000	0%	-	-	3,847
IRMA Debris Removal	-	-	-	-	0%	-	-	-
IRMA-Equipment Rental	-	-	-	-	0%	-	-	-
IRMA-Oper Supplies	-	-	-	-	0%	-	-	-
<i>Total Hurricane Irma</i>	<i>-</i>	<i>-</i>	<i>10,000</i>	<i>10,000</i>	<i>0%</i>	<i>-</i>	<i>-</i>	<i>3,847</i>
Total Expenditures-General Fund	131,952	131,952	5,596,670	5,464,718	2%	136,200	4,249	4,224,425
Building Service Contract	-	-	864,000	864,000	0%	-	-	780,446
Laserfische Software	-	-	8,100	8,100	0%	-	-	8,088
Building IT Contract Services	-	-	5,000	5,000	0%	-	-	4,803
Inkforce Software	-	-	15,300	15,300	0%	-	-	15,300
Communications	-	-	1,300	1,300	0%	-	-	1,268
Freight & Postage	-	-	1,000	1,000	0%	-	-	728
Utilities	271	271	3,300	3,029	8%	-	(271)	3,033
Equipment Lease	441	441	8,500	8,059	5%	117	(324)	8,808
Office Lease-Corkscrew Palms	3,970	3,970	50,000	46,030	8%	4,068	99	47,700
Repairs & Maintenance	-	-	2,500	2,500	0%	-	-	2,391
Credit Card Fees	1,613	1,613	19,000	17,387	8%	1,316	(297)	20,204
Office Supplies	254	254	4,000	3,746	6%	-	(254)	3,431
Operating Supplies	103	103	2,500	2,397	4%	-	(103)	2,704
Capital outlay	-	-	154,330	154,330	0%	-	-	-
Total Expenditures-Building Fee Fund	6,651	6,651	1,138,830	1,132,179	1%	5,501	(1,150)	898,905



Village of Estero

Budget Report-All Funds
For the Month Ending October, 2019; For 2018-2019 not final fiscal year report

	Current Month <u>Actual</u>	2018-2019 Year to Date <u>Actual</u>	2018-2019 Amended Budget	2018-2019 Budget <u>Variance</u>	2018-2019 Year to Date Percentage	2017-2018 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2017-2018 12 Months <u>Actual</u>
Principal Payments	-	-	644,610	644,610	0%	-	-	768,416
Interest Expense	384,994	384,994	771,190	386,196	50%	-	(384,994)	238,372
Other Debt Issuance Costs	-	-	-	-	0%	-	-	51,500
Total Expenditures-Debt Service	<u>384,994</u>	<u>384,994</u>	<u>1,415,800</u>	<u>1,030,806</u>	27%	<u>-</u>	<u>(384,994)</u>	<u>1,058,288</u>
Land Purchase-Estero on River	-	-	1,283,750	1,283,750	0%	-	-	24,641,843
Drainage Broadway-US 41	-	-	-	-	0%	790	790	1,159
Estero Parkway Improvements	-	-	7,300,000	7,300,000	0%	-	-	407,026
Corkscrew Rd Signal-Puente Ln	-	-	75,000	75,000	0%	-	-	62,784
Williams Rd Intersection Impro	-	-	338,500	338,500	0%	-	-	18,873
Williams Rd High School Turn	-	-	550,400	550,400	0%	-	-	66,871
Ben Hill Griffin Signal	-	-	-	-	0%	-	-	26,653
Coconut Rd Crosswalks	-	-	72,000	72,000	0%	-	-	-
Williams Rd Bike/Sidewalks	-	-	258,000	258,000	0%	-	-	-
Park-School New Roadway	-	-	488,900	488,900	0%	-	-	-
River Ranch Rd Improvements	-	-	301,450	301,450	0%	-	-	-
US 41 Landscaping Enhancement	-	-	1,151,060	1,151,060	0%	-	-	66,265
Monument Sign/Branding	-	-	-	-	0%	-	-	70,748
Via Coconut Pt Landscap Improv	-	-	309,100	309,100	0%	-	-	-
Ben Hill Griff Pkwy Landsc Imp	-	-	130,000	130,000	0%	-	-	-
Park Capital Projects	-	-	-	-	0%	-	-	5,000
Total Expenditures-Capital Project Fund	<u>-</u>	<u>-</u>	<u>12,258,160</u>	<u>12,258,160</u>	0%	<u>790</u>	<u>790</u>	<u>25,367,222</u>
Total Expenditures-All Funds	<u>523,597</u>	<u>523,597</u>	<u>20,409,460</u>	<u>19,885,863</u>	3%	<u>142,491</u>	<u>(381,106)</u>	<u>31,548,840</u>
Gen Fd Trans to Debt Service	384,994	384,994	2,515,800	2,130,806	15%	-	(384,994)	5,058,288
Gen Fd Trans to Cap Projects	-	-	7,348,360	7,348,360	0%	790	790	5,367,222
Debt Serv Trans to Cap Projects	-	-	-	-	0%	-	-	20,000,000
CIP Trans from Gas Tax-300-000	-	-	(1,458,900)	(1,458,900)	0%	-	-	-
Gas Tax Trans to CIP-300-266	-	-	1,458,900	1,458,900	0%	-	-	-
CIP Trans from Rd Imp Fee	-	-	(488,900)	(488,900)	0%	-	-	-
Rd Imp Fee Trans to CIP-300-990	-	-	488,900	488,900	0%	-	-	-
Total Expenditures and Other Financing Uses-All Funds	<u>908,591</u>	<u>908,591</u>	<u>30,273,620</u>	<u>29,365,029</u>	3%	<u>143,281</u>	<u>(765,310)</u>	<u>61,974,350</u>
Excess Revenue over Expenditures	<u>(280,768)</u>	<u>(280,768)</u>	<u>(140,080)</u>	<u>(140,688)</u>		<u>254,827</u>	<u>(535,596)</u>	<u>5,248,712</u>
Estimated Prior Year Surplus		36,234,714	32,924,940	3,309,774		30,986,002	5,248,712	30,986,002
Fund Balance		<u>35,953,945</u>	<u>32,784,860</u>	<u>3,169,085</u>		<u>31,240,829</u>	<u>4,713,116</u>	<u>36,234,714</u>



Village of Estero

Budget Report-All Funds
For the Month Ending October, 2019; For 2018-2019 not final fiscal year report

	Current Month <u>Actual</u>	2018-2019 Year to Date <u>Actual</u>	2018-2019 Amended <u>Budget</u>	2018-2019 Budget <u>Variance</u>	2018-2019 Year to Date <u>Percentage</u>	2017-2018 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2017-2018 12 Months <u>Actual</u>
General Fund								
Revenues	111,239	111,239	12,793,580	(12,682,341)	1%	160,506	(49,267)	13,330,113
Expenditures	<u>131,952</u>	<u>131,952</u>	<u>5,596,670</u>	<u>5,464,718</u>	2%	<u>136,200</u>	<u>4,249</u>	<u>4,224,425</u>
Operating Excess (deficit)	(20,712)	(20,712)	7,196,910	(7,217,622)		24,306	(45,018)	9,105,688
Transfers out to Debt Service	(384,994)	(384,994)	(2,515,800)	2,130,806	15%	-	(384,994)	(5,058,288)
Transfers out to Capital Projects	-	-	(7,348,360)	7,348,360	0%	(790)	790	(5,367,222)
	<u>(405,706)</u>	<u>(405,706)</u>	<u>(2,667,250)</u>	<u>2,261,544</u>		<u>23,516</u>	<u>(429,222)</u>	<u>(1,319,822)</u>
Building Fee Fund								
Revenues	63,261	63,261	1,020,100	(956,839)	6%	98,241	(34,980)	1,022,744
Expenditures	<u>6,651</u>	<u>6,651</u>	<u>1,138,830</u>	<u>1,132,179</u>	1%	<u>5,501</u>	<u>(1,150)</u>	<u>898,905</u>
Operating Excess (deficit)	<u>56,610</u>	<u>56,610</u>	<u>(118,730)</u>	<u>175,340</u>		<u>92,740</u>	<u>(36,130)</u>	<u>123,838</u>
Debt Service Fund								
Revenues	7,015	7,015	-	7,015	100%	-	7,015	40,555
Expenditures	<u>384,994</u>	<u>384,994</u>	<u>1,415,800</u>	<u>1,030,806</u>	27%	-	(384,994)	1,058,288
Operating Excess (deficit)	(377,979)	(377,979)	(1,415,800)	1,037,821		-	(377,979)	(1,017,733)
Debt Service Proceeds	-	-	-	-	0%	-	-	20,000,000
Transfers in from General Fund	384,994	384,994	2,515,800	(2,130,806)	15%	-	384,994	5,058,288
Transfers out to Capital Projects	-	-	-	-	0%	-	-	(20,000,000)
	<u>7,015</u>	<u>7,015</u>	<u>1,100,000</u>	<u>(1,092,985)</u>		<u>-</u>	<u>7,015</u>	<u>4,040,555</u>
Capital Projects Fund								
Revenues	61,313	61,313	6,455,700	(6,394,387)	1%	138,572	(77,258)	2,404,140
Expenditures	<u>-</u>	<u>-</u>	<u>12,258,160</u>	<u>12,258,160</u>	0%	<u>790</u>	<u>790</u>	<u>25,367,222</u>
Operating Excess (deficit)	61,313	61,313	(5,802,460)	5,863,773		137,782	(76,468)	(22,963,081)
Transfers in from Other Funds	-	-	7,348,360	(7,348,360)	0%	790	(790)	25,367,222
	<u>61,313</u>	<u>61,313</u>	<u>1,545,900</u>	<u>(1,484,587)</u>		<u>138,572</u>	<u>(77,258)</u>	<u>2,404,140</u>



Village of Estero

Budget Report-All Funds
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Reserved and Available Funds Report

General Fund Reserves	5,596,700
Debt Reduction	<u>4,047,570</u>
Total Reserved Funds	<u>9,644,270</u>
General Fund Capital Projects	13,948,532
Building Fee Fund	759,508
Gas Tax-Capital Projects	1,562,913
Road Impact Fees	7,559,019
Community Park Impact Fees	969,073
Regional Park Impact Fees	856,115
Estero Park Entry Contribution	100,626
Public Land Purchase	422,629
Park Imp Fees	<u>131,260</u>
Total Available Funds	<u>26,309,675</u>

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

FINAL ACTION AGENDA/MINUTES

VILLAGE COUNCIL MEETING

**Village of Estero Council Chambers
9401 Corkscrew Palms Circle
Estero, FL 33928
November 20, 2019 9:30 a.m.**

1. CALL TO ORDER: 9:30 a.m.

INVOCATION: Pastor John Roth from Thrive Community Church.

PLEDGE OF ALLEGIANCE: Led by Mayor Ribble.

ROLL CALL VOTE: Present: Mayor Bill Ribble - District 1, Vice Mayor Katy Errington - District 4, Councilmember Howard Levitan - District 2, Councilmember Jon McLain - District 3, Councilmember Jim Boesch - District 5, Councilmember Nick Batos - District 6. Absent: Councilmember Jim Wilson - District 7 (excused absence).

Also present: Village Manager Steve Sarkozy, Village Attorney Burt Saunders, Assistant to Village Manager Kyle Coleman, Public Works Director David Willems, Finance Director Lisa Roberson, Community Development Director Mary Gibbs, and Village Clerk Kathy Hall.

Motion: Move that Council will recognize Councilmember Wilson's absences as excused.

Motion by: Councilmember Levitan

Seconded by: Councilmember Batos

Action: Council will recognize Councilmember Wilson's absences as excused.

Vote: (Roll call vote)

Aye: Councilmembers Levitan, McLain, Boesch, Batos, Vice Mayor Errington, and Mayor Ribble

Nay:

Abstentions: (Councilmember Wilson absent)

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS:

Motion: Move to waive Council Rules in order to approve the agenda with revisions: move workshop 11 (a) Renewal of Estero Chamber of Commerce Sponsorship to Action Item 6 (f) and replace 11 (a) with another Workshop Item: Estero Forever Foundation.

Motion by: Councilmember Levitan

Seconded by: Vice Mayor Errington

Action: Waived Council Rules in order to approve the agenda with revisions: move workshop 11 (a) Renewal of Estero Chamber of Commerce Sponsorship to Action Item 6 (f) and replace 11 (a) with another Workshop Item: Estero Forever Foundation.

Vote: (Roll call vote)

Aye: Councilmembers Levitan, McLain, Boesch, Batos, Vice Mayor Errington, and Mayor Ribble

Nay:

Abstentions: (Councilmember Wilson absent)

3. PUBLIC COMMENT ON NON-AGENDA ITEMS:

Barbara Drabek, Riverwoods Plantation, support for an aquatic center.

Ed Weil, Rookery, support for an aquatic center and support for the Estero High School girls' soccer team.

Jack Meeker, The Brooks, appreciation to Council for installation of blue emergency signs on Coconut Road; requested that bicyclists be required to use the path once it is built along Williams Road.

Gary Israel, Stoneybrook, 6th Annual "Light up Estero."

4. CONSENT AGENDA:

(a) November 6, 2019 Council Meeting Minutes

Public Comment: None.

A motion to approve the Consent Agenda was made and duly passed.

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA: None.

6. ACTION ITEMS:

(a) Lee County Interlocal Agreement for Subgrant Funding via the West Coast Inland Navigation District (WCIND)

Staff Presentation/Comments: Village Manager Sarkozy.

Council Questions or Comments: None.

Public Comment: None.

Motion: Move to approve the Lee County Interlocal Agreement for Subgrant Funding via the West Coast Inland Navigation District (WCIND).

Motion by: Councilmember Boesch
Seconded by: Councilmember McLain

Action: Approved the Lee County Interlocal Agreement for Subgrant Funding via the West Coast Inland Navigation District (WCIND).

Vote: (Roll call vote)
Aye: Councilmembers Levitan, McLain, Boesch, Batos, Vice Mayor Errington, and Mayor Ribble
Nay:
Abstentions: (Councilmember Wilson absent)

(b) 2019-2020 Interlocal Agreement between Village of Estero and Lee County for Stray Animal Control Services

Staff Presentation/Comments: Village Manager Sarkozy.

Council Questions or Comments: Councilmembers Batos, Levitan, Boesch, Mayor Ribble and Vice Mayor Errington.

Public Comment: None.

Motion: Move to approve the 2019-2020 Interlocal Agreement between Village of Estero and Lee County for Stray Animal Control Services.

Motion by: Vice Mayor Errington
Seconded by: Councilmember Boesch

Action: Approved the 2019-2020 Interlocal Agreement between Village of Estero and Lee County for Stray Animal Control Services.

Vote: (Roll call vote)
Aye: Councilmembers Levitan, McLain, Boesch, Batos, Vice Mayor Errington, and Mayor Ribble
Nay:
Abstentions: (Councilmember Wilson absent)

(c) On-Call Street Light Inspection and Maintenance RFB 2019-08

Staff Presentation/Comments: Village Manager Sarkozy; Public Works Director Willems.

Council Questions or Comments: Councilmembers McLain, Batos, and Vice Mayor Errington.

Public Comment: None.

Motion: Move to: (1) Approve award of Request for Bids No. RFB 2019-08, On-Call Street Light Inspection and Maintenance for the Village of Estero to American Infrastructure Services, Inc. to provide on-call street light inspection and maintenance services as provided in the contract for a one-year period, at the rates listed in the contract (including all Options). (2) Authorize the Village Manager to execute the contract documents on behalf of the Village of Estero Council. (3) Grant the Village Manager the authority to renegotiate and execute the renewal of this contract for three (3) additional one (1) year terms under the same terms and conditions, if doing so is in the best interest of the Village of Estero.

Motion by: Councilmember McLain

Seconded by: Councilmember Batos

Action: (1) Approved award of Request for Bids No. RFB 2019-08, On-Call Street Light Inspection and Maintenance for the Village of Estero to American Infrastructure Services, Inc. to provide on-call street light inspection and maintenance services as provided in the contract for a one-year period, at the rates listed in the contract (including all Options). (2) Authorized the Village Manager to execute the contract documents on behalf of the Village of Estero Council. (3) Granted the Village Manager the authority to renegotiate and execute the renewal of this contract for three (3) additional one (1) year terms under the same terms and conditions, if doing so is in the best interest of the Village of Estero.

Vote: (Roll call vote)

Aye: Councilmembers Levitan, McLain, Boesch, Batos, Vice Mayor Errington, and Mayor Ribble

Nay:

Abstentions: (Councilmember Wilson absent)

(d) Miscellaneous Contractor Services Continuing Contract RFQ 2019-03

Staff Presentation/Comments: Village Manager Sarkozy; Public Works Director Willems.

Council Questions or Comments: Councilmembers Levitan, Boesch, and Vice Mayor Errington.

Public Comment: None.

Motion: Move to: (1) Approve the recommendation of Public Works Staff to select all 14 contractors that submitted Qualifications Statements, for a contract period of one year. The firms are: a) American Infrastructure Services, Inc.; b) Big League Builders, Inc.; c) Boyd Irrigation, Inc.; d) Cougar Contracting, LLC; e) DBi Services d/b/a Aquagenix; f) Denco Construction, Inc.; g) Haskins, Inc.; h) Mettauer Environmental, Inc.; i) Novella Limited, Inc.; j) P & T Lawn and Tractor Service, Inc.; k) Pavement Maintenance, LLC;

l) Sisson Contracting, Inc.; m) Stevens & Layton, Inc.; and n) Thompkins Contracting, Inc. (2) Authorize the Village Manager to execute agreements for individual projects as needed at or below \$50,000 (agreements in excess of \$50,000 will require Village Council approval). (3) Grant the Village Manager the authority to execute the renewal of these contracts for four (4) additional one (1) year terms under the same terms and conditions, if doing so is in the best interest of the Village of Estero.

Motion by: Councilmember McLain

Seconded by: Vice Mayor Errington

Action: (1) Approved the recommendation of Public Works Staff to select all 14 contractors that submitted Qualifications Statements, for a contract period of one year. The firms are: a) American Infrastructure Services, Inc.; b) Big League Builders, Inc.; c) Boyd Irrigation, Inc.; d) Cougar Contracting, LLC; e) DBi Services d/b/a Aquagenix; f) Denco Construction, Inc.; g) Haskins, Inc.; h) Mettauer Environmental, Inc.; i) Novella Limited, Inc.; j) P & T Lawn and Tractor Service, Inc.; k) Pavement Maintenance, LLC; l) Sisson Contracting, Inc.; m) Stevens & Layton, Inc.; and n) Thompkins Contracting, Inc. (2) Authorized the Village Manager to execute agreements for individual projects as needed at or below \$50,000 (agreements in excess of \$50,000 will require Village Council approval). (3) Granted the Village Manager the authority to execute the renewal of these contracts for four (4) additional one (1) year terms under the same terms and conditions, if doing so is in the best interest of the Village of Estero.

Vote: (Roll call vote)

Aye: Councilmembers Levitan, McLain, Boesch, Batos, Vice Mayor Errington, and Mayor Ribble

Nay:

Abstentions: (Councilmember Wilson absent)

(e) Estero Parkway Value Engineering and Street Lights

Staff Presentation/Comments: Village Manager Sarkozy; Public Works Director Willems; Village Attorney Saunders.

Council Questions or Comments: Councilmembers Boesch, Levitan, Batos, McLain, Vice Mayor Errington and Mayor Ribble.

Public Comment:

In favor of lighting:

Jim Copp, The Cascades

Bob Grady, Belle Lago

Joe Miceli, Rookery Pointe

Marc Gagnon, The Cascades

Ed Mehmel, Rookery Pointe

Bill Carr, Riverwoods Plantation

Lou Frattarelli, The Preserve, also representing ECCL

Jack Meeker, The Brooks

Motion: Move to approve Option 1: (1) Approve the value engineering changes to the plans and addition of street lights to the project for a total project cost of \$7,948,400 plus a \$794,840 contingency for a total construction cost of \$8,743,240. Approximately \$985,000 has been contracted for design and construction engineering inspections services. The budget for Estero Parkway is \$9,300,000 and would need to increase by \$428,240 to fully fund the total project cost of \$ 9,728,240. (2) Authorize the Village Manager to execute Change Order No. 1 and any other ancillary documents on behalf of the Village of Estero Council; and (3) Adopt Resolution No. 2019-24 for the first budget amendment for fiscal year 2019-2020.

Motion by: Councilmember McLain

Seconded by: Vice Mayor Errington

The following resolution was read into the record by Village Clerk Hall:
Resolution No. 2019-24 A Resolution of the Village Council of the Village of Estero, Florida, Approving the First Budget Amendment for Fiscal Year 2019-2020; and Providing an Effective Date

Action: (1) Approved the value engineering changes to the plans and addition of street lights to the project for a total project cost of \$7,948,400 plus a \$794,840 contingency for a total construction cost of \$8,743,240. Approximately \$985,000 has been contracted for design and construction engineering inspections services. The budget for Estero Parkway is \$9,300,000 and would need to increase by \$428,240 to fully fund the total project cost of \$9,728,240. (2) Authorized the Village Manager to execute Change Order No. 1 and any other ancillary documents on behalf of the Village of Estero Council; and (3) Adopted Resolution No. 2019-24 for the first budget amendment for fiscal year 2019-2020.

Vote: (Roll call vote)

Aye: Councilmembers Levitan, McLain, Boesch, Batos, Vice Mayor Errington, and Mayor Ribble

Nay:

Abstentions: (Councilmember Wilson absent)

(f) Renewal of Estero Chamber of Commerce Sponsorship

Staff Comments: Village Manager Sarkozy.

Presentation by: Estero Chamber of Commerce Representatives: Nolen Rollins, Chairman, Sarah Newcomb, President and CEO, and Dr. Gary Bonvillian.

Council Questions or Comments: Councilmembers Levitan, Boesch, Batos, Vice Mayor Errington and Mayor Ribble.

Public Comment: None.

Motion: Move to approve renewal of the Estero Chamber of Commerce sponsorship in the amount of \$25,000.

Motion by: Councilmember Levitan
Seconded by: Councilmember McLain

Action: Approved renewal of the Estero Chamber of Commerce sponsorship in the amount of \$25,000.

Vote: (Roll call vote)

Aye: Councilmembers Levitan, McLain, Boesch, Batos, Vice Mayor Errington, and Mayor Ribble

Nay:

Abstentions: (Councilmember Wilson absent)

7. **PUBLIC COMMENT ON NON-AGENDA ITEMS:** None.

8. **COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS:**

Councilmembers Levitan, Batos, Vice Mayor Errington, and Mayor Ribble.

9. **VILLAGE ATTORNEY'S REPORT:** None.

10. **VILLAGE MANAGER'S REPORT:**

Village Manager Sarkozy spoke regarding the Village, City of Bonita Springs, and Lee County discussions related to Big Cypress being a part of legislative agendas.

Adjourn Regular Session and Convene Workshop

11. **WORKSHOP ITEMS:**

(a) Estero Forever Foundation

Staff Comments: Village Manager Sarkozy; Village Attorney Saunders.

Council Questions or Comments: Vice Mayor Errington, Mayor Ribble and Councilmembers Batos, Levitan, McLain, and Boesch.

Public Comment:

Nolen Rollins

A motion to adjourn was made and duly passed.

12. ADJOURNMENT: 12:01 p.m.

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: _____
Kathy Hall, MMC, Village Clerk

By: _____
Bill Ribble, Mayor

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 4, 2019

Agenda Item:

Consider a lien mitigation request from James Walsh and Joseph Groff relating to their property at 3548 Cherry Blossom Court #201, located in the Meadows development on the north side of Williams Road and west of US 41.

Description:

The current owners acquired the residential Property at 3548 Cherry Blossom Court #201 on August 8, 2006. The owners hired Bruno Total Home to replace the air conditioner and a permit was issued by the Village on March 8, 2017. Bruno Total Home did not close out the permit. Because the original permit expired, an outstanding code enforcement lien in the amount of \$155,452.15 has accrued for the expired permit. A new permit was issued in September, 2019 with a different company. Inspections were completed in October and the new permit was closed. The property has now been brought into compliance.

The owners, who do not reside at the property, were unaware that the permit was not closed, and did not realize there was a lien on the property until recently. (See attached explanation from property owners.)

The owners are now attempting to sell the property and have a closing before mid-December, with a request that Council review this case.

Pursuant to prior direction of Council, liens in excess of \$100,000 must be approved by the Village Council. Given that the property is now in compliance, and the owners were not aware of the expired permit and took action to correct it when they found out, the Village attorney supports the requested mitigation.

Action Requested:

Approve the lien mitigation request releasing any outstanding liens against the Property in exchange for payment of a reduced fine of \$2,000.00 and \$202.15 for administrative costs.

Financial Impact:

The Village will recover its out-of-pocket costs for the Code Enforcement Case against the Property.

Attachments:

1. Code Enforcement Case Overview
2. Request for Fine Review
3. Special Magistrate Order Finding Violation
4. Special Magistrate Order of Imposition of Fine

ATTACHMENT 1



OFFICE OF THE SPECIAL MAGISTRATE ORDER OF IMPOSITION OF FINE & CLAIM OF LIEN

Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

Case #: 17110013

Certified #:
70173040000087670385

Petitioner,

Vs

WALSH JAMES + GROFF JOSEPH T/C
3548 CHERRY BLOSSOM CT, 201
ESTERO, FL 33928

Respondent(s)

The Village of Estero Special Magistrate, having reviewed evidence and sworn testimony by Affidavit, enters the following Findings of Fact:

1. That the Village of Estero Special Magistrate did issue on the 21st day of December, 2017 a Final Order in the above captioned case commanding the Respondent to bring the violations specified in said Final Order into compliance or be subject to a fine in the amounts shown below commencing on the dates shown below plus an additional fine to cover costs incurred by the Village in the amount of \$202.15.

Ordinance / Regulation	Violation Description/Correction	Order Date to Comply by	Date Complied	Daily Fine
FLORIDA BUILDING CODE Section 105.4.1.3 Permits	Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process. - Permit number 174222-0 has expired, please contact the contractor and have the permit renewed and all required inspections scheduled	1/18/2018		\$250.00

2. That said violations occurred on the following described real property situate, lying and being in the Village of Estero, Florida, to-wit:

FOLIO #: 334625E4270250201

LEGAL DESCRIPTION: MEADOWS OF ESTERO DESC IN INST#2006-263674
PH 25 BLDG 25 UNIT 201

STREET ADDRESS: 3548 CHERRY BLOSSOM CT 201, ESTERO, FL 33928

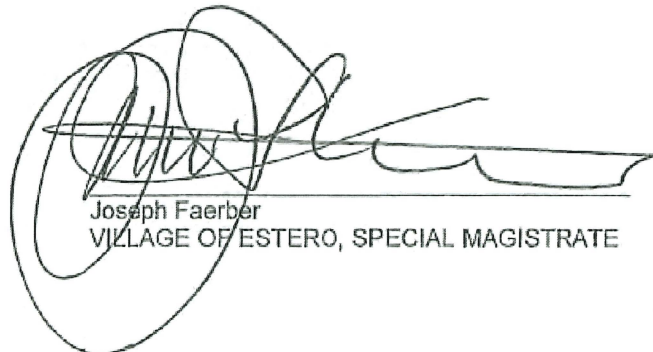
3. That the Respondent did not comply with the Final Order on or before the date specified therein. Upon complying with this Final Order, the Respondent **SHALL NOTIFY STANLEY KNIGHT**, The Code Enforcement Compliance Manager, who shall have the property inspected and notify the Special Magistrate Clerk if compliance has occurred.
4. A fine in the amounts shown above commencing on dates shown above is hereby confirmed and imposed. This fine shall continue to accrue until such time as the property is brought into compliance at which time the Respondent shall notify the Code Compliance Manager. **Additionally, a fine of \$202.15 to cover costs incurred in the prosecution of this matter is confirmed and imposed.**
5. The fine and costs shall constitute a lien against the above-described real property pursuant to Chapter 162, Florida Statutes and Article VI – Code Enforcement of the Village of Estero Code of Ordinances, as currently enacted or as may be amended from time to time. The Special Magistrate Clerk is directed to record a true copy of this order in the Public Records of Lee County, Florida. Any such lien which accrues more than (90) days after the date it is recorded and which remains unpaid, may be referred to a collection agency which shall result in the imposition of additional collection fees.

You may request, in writing, a hearing before the Special Magistrate to contest the finding of non-compliance and imposition of fines. Said hearing shall be limited to consideration of whether the violations were timely complied. A written request for a hearing MUST BE MADE TO THE OFFICE OF THE SPECIAL MAGISTRATE AND RECEIVED WITHIN TWENTY (20) DAYS OF THE DATE OF THIS NOTICE. You will be notified of a hearing date and time. If no timely request is received, this Order Imposing Fine and Claim of Lien entered by the Special Magistrate will be recorded in the Public Records of Lee County, constituting a lien on the subject real property.

Respondents may appeal a final administrative order of the Special Magistrate for the Village of Estero to the Circuit Court. An appeal must be filed within thirty (30) days of the execution of the Order to be appealed.

DONE AND ORDERED in the Village of Estero, Lee County, Florida this 18th day of January, 2018

OFFICE OF THE SPECIAL MAGISTRATE
VILLAGE OF ESTERO, FLORIDA



Joseph Faerber
VILLAGE OF ESTERO, SPECIAL MAGISTRATE

SPECIAL MAGISTRATE CLERK AFFIDAVIT

Dated on January, 18th of 2018

Village of Estero Special Magistrate Clerk

By: Carla Chauvin
Carla A. Chauvin

I certify that, under the penalty of perjury that the above written statements are true and accurate to the best of my knowledge.

STATE OF FLORIDA)

)ss:

COUNTY OF LEE)

Carla A. Chauvin stated personally before me that they have personal knowledge of the facts stated herein:

Sworn or affirmed before me on this 18th day of January, 2018

Lisa Reitbauer
Notary Public

Lisa Reitbauer
Print Name



SEAL:

ATTACHMENT 2



OFFICE OF THE SPECIAL MAGISTRATE ORDER FINDING VIOLATION

Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

Case #: 17110013

Certified #:
70112000000174846496

Petitioner,

Vs

WALSH JAMES + GROFF JOSEPH T/C
3548 CHERRY BLOSSOM CT, #201
ESTERO, FL 33928

Respondent(s)

STREET ADDRESS: 3548 CHERRY BLOSSOM CT, #201, ESTERO, FL 33928

FOLIO: 334625E4270250201

LEGAL

DESCRIPTION: MEADOWS OF ESTERO DESC N INST #2006-263674 PH 25 BLD25 UNIT 201

The Village of Estero Special Magistrate, having heard testimony under oath and argument at a Public Hearing, in reference to the above-described property, held Thursday, December 21, 2017, after due notice to the Respondent(s):

AS AND FOR MY FINDINGS OF FACT:

1. The Respondent(s) is/are the owner(s) of record, and is/are responsible for the subject property.
2. The respondent(s) has/have received proper notice of this hearing by Certified Mail (Return Receipt Requested) of the alleged existence of certain conditions on the property described as violations, and that those conditions constituted a violation(s) of a Village of Estero Ordinance.
3. The Respondent(s), despite proper notice of this hearing, have failed to appear or otherwise participate in today's hearing, and are in default of having appeared.
4. The notice(s) previously given to the Respondent(s) specified that certain violations existed at the subject premises and what actions to abate the alleged violations were to be taken by a time certain, but the Respondent(s) has/have failed to complete such actions in a timely manner.
5. The following condition(s) is/are found to exist on the subject property located at **3548 CHERRY BLOSSOM CT, #201, ESTERO, FL 33928**, as reported by the Village's Code Compliance Manager in the Notice of Violation:

Ordinance / Regulation	Violation Description / Correction	Order Date to Comply by
FLORIDA BUILDING CODE Section 105.4.1.3 Permits	Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process. – Respondent(s) failed to renew expired permit and schedule required inspections.	1/17/2018 by 5:00 pm

The conditions testified to by the Village's Code Compliance Manager are found to have existed as the date and time of this hearing upon the subject property located at **3548 CHERRY BLOSSOM CT, #201, ESTERO, FL 33928.**

6. That same constitute(s) a violation(s) under Section 105.4.1.3 Permits.
7. Due to the refusal or failure on the part of the Respondent(s) to remedy the conditions(s) which exist on the subject property, it may be necessary for the Petitioner/Village of Estero to take any and all steps necessary to remedy the conditions.

AS AND FOR MY CONCLUSIONS OF LAW:

Respondent(s), by reason of the foregoing, is/are in violation of the Village of Estero's Ordinances, as specified above.

THEREFORE, I HEREBY ORDER:

1. That Respondent(s) shall correct or abate the aforesaid violations in the manner set forth in the official Notice of Violation **PRIOR to 5:00 P.M. on January 17, 2018.**
2. That Respondent(s) shall pay to the Village of Estero, Florida, the sums determined to be due for the Village's actual costs of prosecution of this case in the amount of \$202.15, and shall deliver payment of same to the Village Clerk's office no later than 10 days from the date of this Order; and if not paid, may also constitute a lien against the above-referenced property which may also be actionable by law.

In the event that the violation(s) is/are not corrected or abated as indicated above prior to January 17, 2018, additional fines of \$250.00 per day shall be imposed against Respondent(s), beginning on that date and continuing for each day that the aforesaid violations continue to exist.

In the event the sums awarded herein are not paid, such sums will become a lien, which may attach to all real and personal property owned by the Respondent(s) upon being recorded in the Public Records of Lee County, even if the violations have been subsequently abated in accordance with this Order.

If the owner(s) fail(s) to comply, an Order Imposing Fine in the amounts shown above for every day that the violation continues to exist commencing on the dates shown above will be entered and a certified copy shall be recorded in the Public Records of Lee County, Florida and shall constitute a lien against the above-described real property or personal property owned by the violator. (Section 162.09, Florida Statutes). This Order may be enforced like a court judgment. Repeat violations can be fined up to \$500.00 per day. (Section 162.09, Florida Statutes). Property owner(s) has/have 30 days from date this Final Order is executed to file an appeal in circuit court. (Section 162.11, Florida Statutes). The property owner must contact the Code Compliance Department to advise when compliance has been reached.

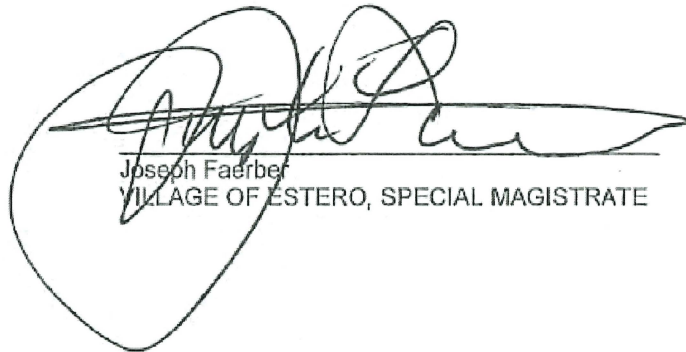
3. In determining the amount of such fine(s), I have considered the gravity of the violation(s); any

actions, or lack thereof, to correct the violation(s); and, any previous violation(s) committed by the Respondent(s).

4. When the violation(s) has/have been abated, the Respondent(s) **MUST CALL THE VILLAGE OF ESTERO CODE ENFORCEMENT MANAGER – STANLEY KNIGHT, AT (239) 319-2815, AND REQUEST A RE-INSPECTION.** UPON SUCH RE-INSPECTION, IF SUCH VIOLATION(S) ARE FOUND TO HAVE BEEN ABATED, SUCH FINES SHALL CEASE RUNNING.
5. The Village of Estero is hereby authorized, in its discretion, to enter onto the subject premises and to itself abate, clear and remove all violation(s) (or specific items listed in Finding of Fact), found to still exist at the subject premises on or after 5:00 pm January 17, 2018, or as soon thereafter as practicable in the event the Respondent(s) has/have not abated the violations. In addition to the amount of fines, and the Village's costs of prosecution, as imposed herein, all costs of such abatement, clearing and removal shall be recovered by the Village of Estero and shall accrue and increase the cost lien provided for herein.
6. Compliance by the Respondent(s) shall be considered at a subsequent Hearing before the undersigned Hearing Examiner/Special Magistrate to be held on January 18, 2018, at 1:00 p.m., at the Village Hall Council Chambers, 9401 Corkscrew Palms Circle, Estero, FL 33928.
7. You may also have other rights which are set forth in Article VI - Code Enforcement Board of the Village of Estero Code of Ordinances.
8. Respondents may appeal any decision with respect to any matter considered by the Village of Estero Special Magistrate. An appeal must be filed within (30) days of the execution of the Order to be appealed. If a person decides to appeal any decision, such person will need a record of the proceedings and that, for this purpose, such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. Section 286.0105, Florida Statutes.

DONE AND ORDERED in the Village of Estero, Lee County, Florida this 21st day of December, 2017.

OFFICE OF THE SPECIAL MAGISTRATE
VILLAGE OF ESTERO, FLORIDA



Joseph Faerber
VILLAGE OF ESTERO, SPECIAL MAGISTRATE

SPECIAL MAGISTRATE CLERK AFFIDAVIT

Dated on December 21st, of 2017

Village of Estero Special Magistrate Clerk

By: Carla Chauvin
Carla A. Chauvin

I certify that, under the penalty of perjury that the above written statements are true and accurate to the best of my knowledge.

STATE OF FLORIDA)

)ss:

COUNTY OF LEE)

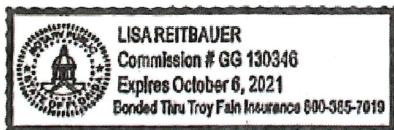
Carla A. Chauvin stated personally before me that they have personal knowledge of the facts stated herein:

Sworn or affirmed before me on this 21st day of December, 2017

[Signature]
Notary Public

Lisa Reitbauer
Print Name

SEAL:



ATTACHMENT 3



THE VILLAGE OF ESTERO DEPARTMENT OF
COMMUNITY DEVELOPMENT
CODE COMPLIANCE DEPARTMENT
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928

REQUEST FOR VILLAGE OF ESTERO SPECIAL MAGISTRATE CODE ENFORCEMENT FINE REVIEW

This form is for applicants seeking to reduce the fine or assessed costs resulting from a Code Enforcement Order by the Village of Estero Special Magistrate. This form may only be used if the violation has been corrected. The process cannot be used to reduce liens imposed for other Code Enforcement processes (such as lot mowing, securing pools, or lot clean-up).

Submit this form by email to knight@estero-fl.gov

Name of Applicant:	James Walsh, & Joseph Groat
Mailing Address:	52 Wildwood Drive
City, State, Zip:	Cape Elizabeth, ME 04107
Phone Number:	2077596730
Email Address:	jamwalsh92@gmail.com

Code Enforcement Case Number (shown on recorded Order):	17110013
Provide a copy of the recorded document OR provide an instrument number or the Official Records Book and Page numbers below.	
INSTR # or Official Records Book/Page (shown on recorded Order):	
Property Address:	3918 Cherry Blossom Court 201
STRAP Number:	

Relationship of Applicant to the property:

- Owner of the property or Owner's Representative
- Contract Purchaser
- Other (specify): _____

Relationship of Applicant to the violation resulting in the Order:

- Applicant was the owner of the property at the time of violation
- Applicant acquired the property after the imposition of the fine/costs
 - Purchased property from: _____
- Seeking to purchase the property
- Other (specify): _____

Has the Division of Code Enforcement verified the violation has been corrected? Yes No

- Who corrected the violation?
- Respondent County
 - New Owner Unknown

The burden is on the Applicant to show why the fine/costs should be reduced.

SUMMARIZE YOUR REQUEST FOR FINE REVIEW, INCLUDING THE FACTORS TO BE CONSIDERED BY THE HEARING EXAMINER (Attach additional pages, if necessary):

Applicant's Signature: _____ Date: _____

CODE ENFORCEMENT REVIEW

RE: 3548 Cherry Blossom Court

We respectfully request that the entire fine/lien be removed from our property. The contractor, Bruno Total Home, was hired to replace the air conditioner for our condominium. In the process they took out a permit. Upon completion of the work they failed to close out the permit as required. Being an absentee owner, we were completely unaware of this issue. We received no notification of this open issue from Bruno or any other source.

Two weeks ago when a title search was done, it was disclosed to us for the first time that there was a lien on the property.

In a good faith effort, we contacted Stanley Knight, your code enforcement manager, to determine next steps. Our contractor submitted the proper paperwork to confirm an inspection to close out the permit.

That inspection was completed on Tuesday, October 8, 2019. We apologize for this oversight. Given the circumstances, when we became aware of the situation we took immediate action.

We appreciate your attention to this issue and respectfully request the removal of the lien as soon as possible.

ATTACHMENT 4

Case Overview

Property/Incident Information

Owner	Address	Site Address
WALSH JAMES + GROFF JOSEPH T/C	UNIT 201 ESTERO, FL 33928	3548 CHERRY BLOSSOM CT 201 , ESTERO, FL 33928

Legal Description

MEADOWS OF ESTERO DESC IN INST#2006-263674 PH 25 BLDG 25 UNIT 201

Description

Expired permit

Case Status Closed **Case #** 17110013

Notes Expired permit

Permit number 174222-0

Has expired, please contact the contractor and have the permit renewed and all required inspections scheduled

Permit extension fees may apply

Thank you,

Stanley Knight
knight@estero-fl.gov

you can call the permitting number at 239-221-5036 to make arrangements

Documents Issued

<u>Date Issue</u>	<u>Document Type</u>
9/30/2017	Complaint
9/30/2017	Courtesy Notice
11/3/2017	Affidavit of Non-Compliance
11/17/2017	Notice of Violation
11/17/2017	Notice of Hearing
3/7/2018	Final Order
3/23/2018	Order of Imposition/Liens
9/30/2019	Affidavit of Compliance
10/24/2019	Special Magistrate Mitigation
10/28/2019	Notice of Hearing

Violations

Ordinance/Regulation	Section	Description	Date Complied
FLORIDA BUILDING CODE	Section 105.4.1.3 Permits	Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.	9/30/2019

Case Overview

Fines

<u>Fine Type</u>	<u>Section</u>	<u>Fine Type</u>	<u>Date Complied</u>	<u>Total Fine</u>
Individual Violation	Section 105.4.1.3 Permits	Individual Violation	9/30/2019	\$155,250.00
Admin Fixed		Admin Fixed		\$202.15
		Total Fines		\$155,452.15

Payments

<u>Date</u>	<u>Payment Type Name</u>	<u>Amount</u>
	Total Payments	\$0.00
	Fees Outstanding	\$155,452.15

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 4, 2019

Agenda Item:

Consider a lien mitigation request from Celedonio Varela relating to his property at 8401 Mockingbird Lane, located at the corner of Highlands Avenue and Mockingbird Lane, just east of Estero United Methodist Church.

Description:

The owner acquired the residential Property at 8401 Mockingbird Lane on May 12, 2003. The owner was cited in December, 2016 for the entire property being overgrown, nuisance accumulation and an old shed that needed to be demolished. A hearing was held in March, 2017. The owner was not present. The Special Magistrate imposed a fine beginning in April, 2017. A code enforcement lien in the amount of \$152,557.50 has accrued.

The owner said he was unaware of any code violations until he found a certified mail notice for a different violation at the residence after the previous occupant vacated the premises. (See attached explanation from property owner.) This was in September, 2019. The property was brought into compliance on October 5, 2017.

Pursuant to prior direction of Council, liens in excess of \$100,000 must be approved by the Village Council. The case for fine review was heard by the Special Magistrate on November 21, 2019. The property has been brought into compliance. The Village Attorney supports the requested mitigation.

Action Requested:

Approve the lien mitigation request releasing any outstanding liens against the Property in exchange for payment of a reduced fine of \$2,000.00 and \$307.50 for administrative costs as recommended by the Village Attorney.

Financial Impact:

The Village will recover its out-of-pocket costs for the Code Enforcement Case against the Property.

Attachments:

1. Code Enforcement Case Overview
2. Request for Fine Review
3. Special Magistrate Order Finding Violation
4. Special Magistrate Order of Imposition of Fine

Case Overview

Property/Incident Information

Owner	Address	Site Address
VARELA CELEDONIO	8401 MOCKINGBIRD LN ESTERO, FL 33928	8401 MOCKINGBIRD LN , ESTERO, FL 33928

Legal Description

BEG NE COR W 1/2 OF E 1/2 OF SE 1/4 S 330 FT TH S W FOR 338 FT TO POB DESC OR 2954 PG 1034

Description

Entire property is overgrown

Case Status Closed **Case #** 17010028

Notes

Entire property is overgrown

areas inside and outside of the fence overgrown, trees at corner are causing obstruction when entering highlands off of Mockingbird
please trim, cut, mow, clean the property.

Old Shed has begun to collapse and needs demolished

Northeast section of the property has a fallen tree on it that needs removed

Documents Issued

<u>Date Issue</u>	<u>Document Type</u>
12/9/2016	Complaint
12/9/2016	Courtesy Notice
12/30/2016	Affidavit of Non-Compliance
1/31/2017	Notice of Violation
2/17/2017	Notice of Hearing
10/5/2017	Affidavit of Compliance
4/26/2018	Final Order
4/26/2018	Order of Imposition/Liens
4/26/2018	Special Magistrate Mitigation
10/31/2019	Notice of Hearing

Violations

Case Overview

Ordinance/Regulation	Section	Description	Date Complied
CHAPTER 17 - HEALTH AND SANITATION	Sec. 17-33(1a,b,c)(2)(3). - Nuisance declared.	It is hereby declared by the board of county commissioners that nuisance accumulations on private property shall constitute a public nuisance, subject to immediate abatement as provided by this article or by any other remedy in law or equity, if: (1) The private property is not: a. A legally permitted junkyard, automobile wrecking or wrecking yard or sanitary landfill as defined and regulated by the county zoning ordinance or any other applicable ordinance; or b. Zoned or permitted by special permit or variance to allow such nuisance accumulations; and (2) The nuisance accumulation impairs the economic value of the underlying or adjacent property, creates a danger to the public health, safety and welfare, constitutes an attractive nuisance as defined by law, or creates a fire hazard; and (3) The accumulation is not made as a part of a regularly scheduled garbage removal program or service.	4/26/2018
CHAPTER 17 - HEALTH AND SANITATION	Section 17-49(a). - Mowing of nuisance vegetation required.	(a) All real property owners, agents, custodians, lessees and occupants of real property within unincorporated Lee County will, in accordance with the published notice set forth in section 17-48, cut and keep cut, to a height not exceeding twelve (12) inches, all grasses and weeds on any property owned, controlled or occupied by them except as provided for in section 17-47.	4/26/2018
CHAPTER 34 - ZONING	Section 34-3131(a). - Vehicle visibility at intersections.	(a) Corner lots. On a corner lot, no obstruction shall be planted or erected which materially obstructs traffic visibility within the triangular space bounded by the two intersecting right-of-way lines and a straight line connecting the two points on the street right-of-way lines 25 feet from their intersection. No structural and planting masses shall be permitted between three feet and ten feet above the average grade of each street.	4/26/2018

Fines

<u>Fine Type</u>	<u>Section</u>	<u>Fine Type</u>	<u>Date Complied</u>	<u>Total Fine</u>
Individual Violation	Section 17-49(a). - Mowing of nuisance vegetation required.	Individual Violation	4/26/2018	\$50,750.00
Individual Violation	Section 34-3131(a). - Vehicle visibility at intersections.	Individual Violation	4/26/2018	\$50,750.00
Individual Violation	Sec. 17-33(1a,b,c)(2)(3). - Nuisance declared.	Individual Violation	4/26/2018	\$50,750.00
Admin Fixed		Admin Fixed		\$307.50
			Total Fines	\$152,557.50

Payments

<u>Date</u>	<u>Payment Type Name</u>	<u>Amount</u>
	Total Payments	\$0.00
	Fees Outstanding	\$152,557.50



THE VILLAGE OF ESTERO DEPARTMENT OF
COMMUNITY DEVELOPMENT
CODE COMPLIANCE DEPARTMENT
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928

REQUEST FOR VILLAGE OF ESTERO SPECIAL MAGISTRATE CODE ENFORCEMENT FINE REVIEW

This form is for applicants seeking to reduce the fine or assessed costs resulting from a Code Enforcement Order by the Village of Estero Special Magistrate. This form may only be used if the violation has been corrected. The process cannot be used to reduce liens imposed for other Code Enforcement processes (such as lot mowing, securing pools, or lot clean-up).

Submit this form by email to knight@estero-fl.gov

Case # 17010028

Name of Applicant:	C. ELEDONIO VARELA
Mailing Address:	24300 Sunny Lane
City, State, Zip:	Bonita Springs, FL 34135
Phone Number:	239-734-0588
Email Address:	N/A

Code Enforcement Case Number (shown on recorded Order):	17010028
Provide a copy of the recorded document OR provide an instrument number or the Official Records Book and Page numbers below.	
INSTR # or Official Records Book/Page (shown on recorded Order):	
Property Address:	8401 Mockingbird Lane, Estero, FL 33928
STRAP Number:	284625 C3U19382477

Relationship of Applicant to the property:

- Owner of the property or Owner's Representative
 Contract Purchaser
 Other (specify): _____

Relationship of Applicant to the violation resulting in the Order:

- Applicant was the owner of the property at the time of violation
 Applicant acquired the property after the imposition of the fine/costs
 Purchased property from: _____
 Seeking to purchase the property
 Other (specify): _____

Has the Division of Code Enforcement verified the violation has been corrected? Yes No

Who corrected the violation? Respondent County
 New Owner Unknown

The burden is on the Applicant to show why the fine/costs should be reduced.

SUMMARIZE YOUR REQUEST FOR FINE REVIEW, INCLUDING THE FACTORS TO BE CONSIDERED BY THE HEARING EXAMINER (Attach additional pages, if necessary):

My reason for this request is that I never received any letters or notification of any problem with my property due to the fact that I wasn't living at the property at the time and person who was living at the property never told me about any situation, letter, or any notice. I found out just recently after receiving a certified letter that I had to go with ID at post office and requested and I immediately called the office and went in to find out about this situation.

Applicant's Signature: _____

Date: 10-29-19

At the property at the moment of Violation some relatives were living there, they left about a year ago, but still no one told me about this property violation, the property was left in bad shape after this people moved out and its being empty for about one year since they moved out, during this past year I receive a letter(notice) for some garbage at the property which I took care immidietly, but still I was unaware of any other violations or cases againts my property, till about the time of the certified letter, that is how I finally found out and immidietly took the time to go in the office and tried to clear this out, the fine is too much money which I^{am} unable to pay, I am trying my best and taking care of the property, and will like for you to please reconsider my fine, and if needed I can provide proof.

My mistake was not being aware of all that was happening I never received any notice or mail at the time.

Thank you.



Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida 33928

OFFICE OF THE SPECIAL MAGISTRATE

VILLAGE OF ESTERO, FLORIDA

Case #: 17010028

Petitioner,

Vs

CELEDONIO VARELA

Respondent(s)

FINAL ORDER OR STIPULATED FINAL ORDER

IN RE:

STREET ADDRESS: 8401 MOCKINGBIRD LANE, ESTERO, FL 33928

FOLIO: 28-46-25-E3-U1938.2477

LEGAL DESCRIPTION: BEG NE COR W ½ OF E ½ OF SE ¼ S 330 FT TH S W FOR 338 FT TO POB DESC OR 2954 PG 1034

The Village of Estero Special Magistrate, having heard testimony under oath and argument at a Public Hearing, in reference to the above-described property, held Thursday, March 16, 2017, after due notice to the Respondent(s):

AS AND FOR MY FINDINGS OF FACT:

1. The Respondent(s) is/are the owner(s) of record, and is/are responsible for the subject property.
2. The respondent(s) has/have received proper notice of this hearing by Certified Mail (Return Receipt Requested) of the alleged existence of certain conditions on the property described as violations, and that those conditions constituted a violation(s) of a Village of Estero Ordinance.
3. The Respondent(s), despite proper notice of this hearing, have failed to appear or otherwise participate in today's hearing, and are in default of having appeared.
4. The notice(s) previously given to the Respondent(s) specified that certain violations existed at the subject premises and what actions to abate the alleged violations were to be taken by a time certain, but the Respondent(s) has/have failed to complete such actions in a timely manner.
5. The following condition(s) is/are found to exist on the subject property located at 8401 Mockingbird Lane, Estero, FL 33928, as reported by the Village's Code Compliance Manager in the Notice of Violation:

Ordinance/Regulation	Violation Description/Correction	Order Date to Comply by
Chapter 17 – Health & Sanitation. Section 17-33(1a,b,c)(2)(3). – Nuisance Declared.	It is hereby declared by the village of Estero that nuisance accumulations on private property shall constitute a public nuisance, subject to immediate abatement as provided by this article or by any other remedy in law or equity, if: (1) The private property is not: a. A legally permitted junkyard, automobile wrecking or wrecking yard or sanitary landfill as defined and regulated by the Village zoning ordinance or any other applicable ordinance; or b. Zoned or permitted by special permit or variance to allow such nuisance accumulations; and (2) The nuisance accumulation impairs the economic value of the underlying or adjacent property, creates a danger to the public health, safety and welfare, constitutes an attractive nuisance as defined by law, or creates a fire hazard; and (3) The accumulation is not made as a part of a regularly scheduled garbage removal program or service.	4/17/2017 by 5:00 pm
Section 17-49(a). – Mowing of Nuisance Vegetation Required.	(a) All real property owners, agents, custodians, lessees and occupants of real property within unincorporated Lee County will, in accordance with the published notice set forth in Section 17-48, cut and keep cut, to a height not exceeding twelve (12) inches, all grasses and weeds on any property owned, controlled or occupied by them except as provided for in Section 17-47.	
Chapter 34 – Zoning. Section 34-3131(a). – Vehicle Visibility at Intersections.	(a) Corner lots. On a corner lot, no obstruction shall be planted or erected which materially obstructs traffic visibility within the triangular space bounded by the two intersecting right-of-way lines and a straight line connecting the two points on the street right-of-way lines 25 feet from their intersection. No structural and planting masses shall be permitted between three feet and ten feet above the average grade of each street.	

The conditions testified to by the Village's Code Compliance Manager are found to have existed as the date and time of this hearing upon the subject property located at 8401 Mockingbird Lane, Estero, FL 33928.

6. That same constitute(s) a violation(s) under Sections 17-33(1a,b,c)(2)(3); 17-49(a) and 34-3131(a).
7. Due to the refusal or failure on the part of the Respondent(s) to remedy the condition(s) which exist on the subject property, it may be necessary for the Petitioner/Village of Estero to take any and all steps necessary to remedy the conditions.

AS AND FOR MY CONCLUSIONS OF LAW:

1. Respondent(s), by reason of the foregoing, is/are in violation of the Village of Estero's Ordinances, as specified above.

THEREFORE, I HEREBY ORDER:

1. That Respondent(s) shall correct or abate the aforesaid violations in the manner set forth in the official Notice of Violation **PRIOR to 5:00 P.M., on April 17, 2017.**
2. That Respondent(s) shall pay to the Village of Estero, Florida, the sums determined to be due for the Village's actual costs of prosecution of this case in the amount of \$ 307.50, and shall deliver payment of same to the Village Clerk's office no later than 10 days from the date of this Order; and if not paid, may also constitute a lien against the above-referenced property which may also be

actionable by law.

In the event that the violation(s) is/are not corrected or abated as indicated above prior to April 17, 2017, additional fines of \$ 250.00 per day shall be imposed against Respondent(s), beginning on that date and continuing for each day that the aforesaid violations continue to exist.

In the event the sums awarded herein are not paid, such sums will become a lien, which may attach to all real and personal property owned by the Respondent(s) upon being recorded in the Public Records of Lee County, even if the violations have been subsequently abated in accordance with this Order.

If the owner(s) fail(s) to comply, an Order Imposing Fine in the amounts shown above for every day that the violation continues to exist commencing on the dates shown above will be entered and a certified copy shall be recorded in the Public Records of Lee County, Florida and shall constitute a lien against the above-described real property or personal property owned by the violator. (Section 162.09, Florida Statutes). This Order may be enforced like a court judgment. Repeat violations can be fined up to \$500.00 per day. (Section 162.09, Florida Statutes). Property owner(s) has/have 30 days from date this Final Order is executed to file an appeal in circuit court. (Section 162.11, Florida Statutes). The property owner must contact the Code Compliance Department to advise when compliance has been reached.

3. In determining the amount of such fine(s), I have considered the gravity of the violation(s); any actions, or lack thereof, to correct the violation(s); and, any previous violation(s) committed by the Respondent(s).
4. When the violation(s) has/have been abated, the Respondent(s) **MUST CALL THE VILLAGE OF ESTERO CODE ENFORCEMENT MANAGER – STANLEY KNIGHT, AT (239) 319-2815, AND REQUEST A RE-INSPECTION.** UPON SUCH RE-INSPECTION, IF SUCH VIOLATION(S) ARE FOUND TO HAVE BEEN ABATED, SUCH FINES SHALL CEASE RUNNING.
5. The Village of Estero is hereby authorized, in its discretion, to enter onto the subject premises and to itself abate, clear and remove all violation(s) (or specific items listed in Finding of Fact), found to still exist at the subject premises on or after April 17, 2017, or as soon thereafter as practicable in the event the Respondent(s) has/have not abated the violations. In addition to the amount of fines, and the Village's costs of prosecution, as imposed herein, all costs of such abatement, clearing and removal shall be recovered by the Village of Estero and shall accrue and increase the cost lien provided for herein.
6. Compliance by the Respondent(s) shall be considered at a subsequent Hearing before the undersigned Hearing Examiner/Special Magistrate to be held on April 20, 2017, at 1:00 p.m., at the Village Hall Council Chambers, 9401 Corkscrew Palms Circle, Estero, FL 33928.
7. You may also have other rights which are set forth in Article VI - Code Enforcement Board of the Village of Estero Code of Ordinances.
8. Respondents may appeal any decision with respect to any matter considered by the Village of Estero Special Magistrate. An appeal must be filed within (30) days of the execution of the Order to be appealed. If a person decides to appeal any decision, such person will need a record of the proceedings and that, for this purpose, such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based. Section 286.0105, Florida Statutes.

DONE AND ORDERED this 16th day of March, 2017

ATTEST:

OFFICE OF THE SPECIAL MAGISTRATE
VILLAGE OF ESTERO, FLORIDA



Tobí R Tirado
SPECIAL MAGISTRATE CLERK



Joseph Faerber
SPECIAL MAGISTRATE

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Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage

\$ _____

Total Postage and Fees

\$ _____

Postmark
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Send to: Celedonio Varela

Street: 8401 Mockingbird Lane

City: Estero, FL 33928

6.65



Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida 33928

OFFICE OF THE SPECIAL MAGISTRATE

VILLAGE OF ESTERO, FLORIDA

Case #: 17010028

Petitioner,

Vs

CELEDONIO VARELA

Respondent(s)

ORDER OF IMPOSITION OF FINE & CLAIM OF LIEN

TO: CELEDONIO VARELA

8401 MOCKINGBIRD LANE, ESTERO, FL 33928

The Village of Estero Special Magistrate, having reviewed evidence and sworn testimony by Affidavit, enters the following Findings of Fact:

1. That the Village of Estero Special Magistrate did issue on 3/16/2017, a Final Order in the above captioned case commanding the Respondent to bring the violations specified in said Final Order into compliance or be subject to a fine in the amounts shown below commencing on the dates shown below plus an additional fine to cover costs incurred by the Village in the amount of \$307.50.

Ordinance/Regulation	Violation Description/Correction	Order Date to Comply by	Date Complied	Daily Fine
Chapter 17 – Health & Sanitation. Section 17-33(1a,b,c)(2)(3). – Nuisance Declared.	It is hereby declared by the village of Estero that nuisance accumulations on private property shall constitute a public nuisance, subject to immediate abatement as provided by this article or by any other remedy in law or equity, if: (1) The private property is not: a. A legally permitted junkyard, automobile wrecking or wrecking yard or sanitary landfill as defined and regulated by the Village zoning ordinance or any other applicable ordinance; or b. Zoned or permitted by special permit or variance to allow such nuisance accumulations; and (2) The nuisance accumulation impairs the economic value of the underlying or adjacent property, creates a danger to the public health, safety and welfare, constitutes an attractive nuisance as defined by law, or creates a fire hazard; and (3) The accumulation is not made as a part of a regularly scheduled garbage removal program or service.	4/17/2017		\$250.00

Section 17-49(a). –
Mowing of Nuisance
Vegetation Required.

(a) All real property owners, agents, custodians, lessees and occupants of real property within unincorporated Lee County will, in accordance with the published notice set forth in Section 17-48, cut and keep cut, to a height not exceeding twelve (12) inches, all grasses and weeds on any property owned, controlled or occupied by them except as provided for in Section 17-47.

4/17/2017

\$250.00

Chapter 34 – Zoning.
Section 34-3131(a). –
Vehicle Visibility at
Intersections..

(a) Corner lots. On a corner lot, no obstruction shall be planted or erected which materially obstructs traffic visibility within the triangular space bounded by the two intersecting right-of-way lines and a straight line connecting the two points on the street right-of-way lines 25 feet from their intersection. No structural and planting masses shall be permitted between three feet and ten feet above the average grade of each street.

2. That said violations occurred on the following described real property situate, lying and being in the Village of Estero, Florida, to-wit:

FOLIO #: 28-46-25-E3-U1938.2477

LEGAL DESCRIPTION: BEG NE COR W ½ OF E ½ OF SE ¼ S 330 FT TH S W FOR 338 FT TO POB DESC OR 2954 PG 1034

STREET ADDRESS: 8401 MOCKINGBIRD LANE, ESTERO, FL 33928

3. That the Respondent did not comply with the Final Order on or before the date specified therein.

Upon complying with this Final Order, the Respondent **SHALL NOTIFY STANLEY KNIGHT**, The Code Enforcement Compliance Manager, who shall have the property inspected and notify the Special Magistrate Clerk if compliance has occurred.

4. A fine in the amounts shown above commencing on dates shown above is hereby confirmed and imposed. This fine shall continue to accrue until such time as the property is brought into compliance at which time the Respondent shall notify the Code Compliance Manager. **Additionally, a fine of \$307.50 to cover costs incurred in the prosecution of this matter is confirmed and imposed.**

5. The fine and costs shall constitute a lien against the above-described real property pursuant to Chapter 162, Florida Statutes and Article VI – Code Enforcement of the Village of Estero Code of Ordinances, as currently enacted or as may be amended from time to time. The Special Magistrate Clerk is directed to record a true copy of this order in the Public Records of Lee County, Florida. Any such lien which accrues more than (90) days after the date it is recorded and which remains unpaid, may be referred to a collection agency which shall result in the imposition of additional collection fees.

You may request, in writing, a hearing before the Special Magistrate to contest the finding of non-compliance and imposition of fines. Said hearing shall be limited to consideration of whether the violations were timely complied. A written request for a hearing MUST BE MADE TO THE OFFICE OF THE SPECIAL MAGISTRATE AND RECEIVED WITHIN TWENTY (20) DAYS OF THE DATE OF THIS NOTICE. You will be notified of a hearing date and time. If no timely request is received, this Order Imposing Fine and Claim of Lien entered by the Special Magistrate will be recorded in the Public Records of Lee County, constituting a lien on the subject real property.

Respondents may appeal a final administrative order of the Special Magistrate for the Village of Estero to the Circuit Court. An appeal must be filed within thirty (30) days of the execution of the Order to be appealed.

DONE AND ORDERED this 24th day of April, 2017.

ATTEST:

OFFICE OF THE SPECIAL MAGISTRATE
VILLAGE OF ESTERO, FLORIDA


Tobi R Tirado
SPECIAL MAGISTRATE CLERK

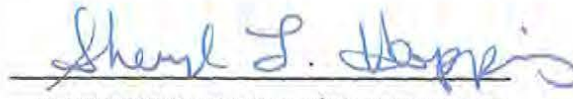

Joseph Faerber
SPECIAL MAGISTRATE

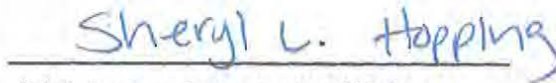
STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 24th day of April,

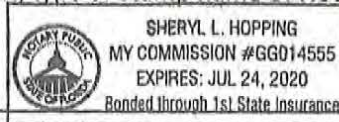
2017 by Joseph Faerber and Tobi Tirado, Clerk and Special Magistrate, respectively, of the Village of Estero, who are personally known to me and who did not take an oath.

My Commission Expires:


NOTARY PUBLIC, State of Florida at Large



Print, type or stamp name of Notary



Commission Number, if any

Note: Mail your payment to the above address made payable to The Village of Estero.

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

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<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$ <i>6.65</i>

Postmark
Here

17010028

Signature	Varela Celedonio
Street	8401 Mockingbird Lane
City	Esteros, FL 33928

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 4, 2019

Agenda Item:

Planning, Design and Permitting Services for Via Coconut Point Landscape Improvements CN 2019-02

Description:

Pursuant to Chapter 287.055 Florida Statutes, the engagement of a firm to provide professional engineering services such as those required for the Via Coconut Point Landscape Improvements requires the solicitation of Letters of Interest from firms, the short listing of a minimum of three firms by an evaluation committee, and the final ranking of firms by that committee following interviews of the short listed firms.

The action requested completes this process by approving the final ranking of the firms.

1. Kimley-Horn and Associates, Inc.
2. J.R. Evans Engineering, Inc
3. Q. Grady Minor & Associates, Inc.
4. Agnoli Barber & Brundage, Inc.

Village Staff and the number 1 ranked firm, Kimley Horn have negotiated a contract to provide the design and permitting services for the project. A copy of the proposed contract is attached.

Staff has attached firm ownership disclosure of greater than 5% as recommended by the Village Attorney.

Action Requested:

Approval of consultants ranking for Via Coconut Point Landscape Improvements as follows:

1. Kimley-Horn and Associates, Inc.
2. J.R. Evans Engineering, Inc.
3. Q. Grady Minor & Associates, Inc.
4. Agnoli Barber & Brundage, Inc.

And

Authorize the Village Manager to execute the attached contract on behalf of the Village Council.

Financial Impact:

Contract amount: \$221,500

Project costs will be paid using the FY2019/2020 Via Coconut Point Landscaping budget of \$309,100.

Attachments:

1. September 12, 2019 Short List Meeting Minutes
2. October 10, 2019 Final Ranking Meeting Minutes
4. Contract
3. Ownership Disclosure

MEMORANDUM

To: PROJECT FILE, MINUTES OF MEETING
From: Purchasing
RE: **CN 2019-02 VIA COCONUT POINT LANDSCAPE IMPROVEMENTS**
SHORT-LIST MEETING

MEETING DATE: September 12, 2019 TIME: 11:00 AM

COMMITTEE MEMBERS: David Willems (Chair), Kyle Coleman

ATTENDEES: Brent Guillot, Agnoli, Barber & Brundage; Patrice Scandroli, J.R. Evans; Elizabeth Fountain, J.R. Evans; Dan Novakovica, Grady Minor

At 11:00 AM the Evaluation Committee meeting was called to order by Bob Franceschini, Purchasing Manager. Introductions were put on the record by everyone in attendance.

Meeting was then turned over to the Chair of the Committee, David Willems.

Discussions were held by the committee members with respect to each submittal from the six (6) firms.

The committee discussed the firms in alphabetical order. A general comment was made that none of the firms' landscape experience was readily evident in their Letters of Interest. Agnoli, Barber & Brundage's response was seen as having a basic understanding of the project but lacking first-hand knowledge of the corridor site. EnSite evidenced landscape experience; however, their roadway-related landscape experience was limited. Grady Minor's response offered no discussion of their landscaping experience but did mention the challenges specific to this project. J.R. Evans offered a team approach with an engineer as the Project Manager but there was limited discussion of the road project itself. Kimley-Horn evidenced a great deal of relevant experience, including roundabouts; and offered a Project Manager with deep landscaping experience as well as an excellent understanding of the project as a whole. Waldrop evidenced landscape experience but it was seen as lacking relevance to this specific project.

Following the discussions, the consensus of the committee was to short list the following four (4) firms for presentations:

- Agnoli, Barber & Brundage
- J.R. Evans Engineering
- Kimley-Horn and Associates
- Q. Grady Minor & Associates

A motion was made to approve the four (4) firms for an interview/presentation. The motion was made by Kyle Coleman and seconded by David Willems, and then called and carried with no further questions. The meeting was adjourned at 12:00 p.m.

MEMORANDUM

To: PROJECT FILE, MINUTES OF MEETING
From: Purchasing
RE: **CN 2019-02 VIA COCONUT POINT LANDSCAPE IMPROVEMENTS**
FINAL RANKING MEETING

MEETING DATE: October 10, 2019 TIME: 9:30 AM

COMMITTEE MEMBERS: David Willems (Chair), Kyle Coleman

At 9:30 a.m. the Competitive Negotiations Committee meeting was called to order by Bob Franceschini, Purchasing Manager. Introductions were put on the record by everyone in attendance. Meeting was then turned over to the Chair of the Committee, David Willems.

Presentations were offered by the four short listed firms in alphabetical order. Each firm was given 15 minutes to address the topics provided to them ahead of time in their interview invitation letter followed by 15 minutes of questions and answers from the committee.

Following the interviews, the committee discussed the firms with the goal of ranking them in descending order. The committee complimented each of the firms for offering an excellent interview. Agnoli, Barber & Brundage was seen as lacking local experience as well as not detailing how they would meet the challenges of the project. J.R. Evans Engineering offered a team of project managers and a focus on combining urban and natural landscaping concepts. Kimley-Horn and Associates covered virtually every aspect of the project, exhibited impressively deep experience, and clearly identified all of the issues with the project. Q. Grady Minor & Associates focused on their past experience but did not include much discussion of the challenges and opportunities of this project. Following the discussions, the recommendation of the committee was to rank the firms as follows:

1. Kimley-Horn and Associates
2. J.R. Evans Engineering
3. Q. Grady Minor & Associates
4. Agnoli, Barber & Brundage

A motion to approve the ranking was made by David Willems and seconded by Kyle Coleman, and then called and carried with no further questions.

The meeting was adjourned at 12:00 p.m.

THIS AGREEMENT, is made and entered into this ____ day of _____ 20__ by and between the Village of Estero, a municipal corporation of the State of Florida, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, hereinafter referred to as the "Village," and Kimley-Horn and Associates, Inc. whose address is 1412 Jackson Street, Ste. 2, Fort Myers, FL 33901, hereinafter referred to as the "Bidder."

WITNESSETH

WHEREAS, the Village has determined that it is necessary to retain the Bidder for the purpose of providing consulting services for landscape planning, design and permitting services for its Via Coconut Point Landscape Improvements Project; and

WHEREAS, these services have been competitively bid in accordance with Ordinance 2015-06; and

WHEREAS, the Bidder is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of Village of Estero Bid No. CN 2019-02; and

WHEREAS, the Bidder's proposal was reviewed and selected pursuant to Bid CN 2019-02 on December 4, 2019 by the Village Council; and

WHEREAS, the Village, has determined that it would be in the best interest of the Village to award a contract to Bidder for the rendering of those services described in the Scope of Services until the completion of the Via Coconut Point Landscape Improvements Project.

NOW, THEREFORE, the Village and the Bidder, in consideration of the mutual covenants contained herein, do agree as follows:

ARTICLE 1.

RECITALS & INCORPORATION OF DOCUMENTS

1.1. The above-stated recitals are incorporated by this reference and made part of this Agreement.

1.2 Village Bid Package CN 2019-02 Via Coconut Point Landscape Improvements, consisting of pages 1 through and including 24 and the Proposal submitted by Bidder dated September 5, 2019 are hereby specifically made part of this Agreement as if same had been set forth at length herein.

1.3 In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) Bid Package CN 2019-02 Via Coconut Point Landscape Improvements and any Exhibits or Addenda thereto;
- 2) This Agreement and any Exhibits or Amendments thereto;
- 3) The Proposal submitted by Bidder.

ARTICLE 2.
BIDDER'S SCOPE OF SERVICES

2.1. Bidder agrees to perform all the services and provide all the materials requested and described in the Scope of Work which is attached hereto as Exhibit A and incorporated herein by this reference, which are hereinafter collectively referred to as the "Scope of Services."

2.2. Bidder agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. The Bidder will make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the Village may decide. However, such extension will not operate as a waiver of any other rights of the Village.

2.3. In the event that Village desires Bidder to perform any additional services related to tasks not specifically contained in the Scope of Services, the Village Manager is authorized to approve such services based on the costs contained in Exhibit B provided the total amounts expended to do not exceed the limitation of paragraph 3.1.

ARTICLE 3.
COMPENSATION AND PAYMENT OF BIDDER'S SERVICES

3.1. Village will pay Bidder for those tasks listed in the Scope of Services actually performed by Bidder. The total payment to Bidder will not exceed \$221,500 for Bidder's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

3.2. Payment for services rendered by Bidder will be made on a monthly basis for those tasks listed completed in the preceding month. Services completed will be subject to review and approval by the Village Manager or his designee.

3.3 Payment for tasks will be as per Exhibit B attached hereto.

3.4. Bidder must submit all billings for payment of services rendered on a monthly basis to the Village Finance Department (please email all billing invoices to: accountspayable@estero-fl.gov) for processing. Billings will be detailed as to the nature of the services performed and must refer to the specific tasks listed in the Scope of Services that were actually performed by Bidder. When hourly billing is utilized, Bidder must report the number of hours on each task in 6-minute increments (tenths of an hour) in its invoices. Billings must include a summary of any amounts previously billed and any credits for amounts previously paid.

3.5. Bidder acknowledges that each billing must be reviewed and approved by the Village Manager or his designee. Should the Village Manager or his designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Bidder must adjust billing accordingly. However, Bidder will be entitled to payment of any portion of a billing not in dispute.

3.6. Village will pay Bidder's monthly billings in accordance with Sections 218.70 through 218.80, Florida Statutes, known as the Local Government Prompt Payment Act.

3.7. It is expressly understood by the Village and the Bidder that funding for any successive fiscal years may be contingent upon appropriation of monies by the Village Council or other entities. In the event that funds are not available or appropriated, the Village reserve the right to terminate the Agreement without penalty or liability. Termination will occur (1) upon notice to the Bidder or automatically (2) on the last day of the then current fiscal year or (3) when the appropriation made for the then-current year or specific appropriation for the services covered by this Agreement is spent, whichever event occurs first.

ARTICLE 4. **BIDDER'S RESPONSIBILITIES**

4.1. Bidder will perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in their field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in their field of expertise, as represented to the Bidder, both orally and in writing, to be possessed by Bidder, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Bidder's profession. The same standards of care will be required of any subconsultant or subcontractor engaged by Bidder.

4.2. Bidder will be solely responsible for providing their own business equipment, including any vehicles necessary for the performance of their work, and for paying all expenses incurred while performing the services set forth in this Agreement. Expenses to be borne by Bidder include, but are not limited to, license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment; and any applicable insurance premiums. Bidder will be reimbursed for certain allowable expenses upon submission to the Village, used in connection with the services performed pursuant to this Agreement.

4.3. Bidder will, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Bidder or any subconsultant or subcontractor engaged by Bidder for one year after the completion of Bidder's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of the Village's rights under any applicable statute of limitations. Village review of, approval of, acceptance of, or payment for any of Bidder's work product, services, or materials shall not be construed to operate as a waiver of any of the Village's rights under this Agreement, or cause of action Village may have arising out of the performance of this Agreement.

4.4. Bidder will, without additional compensation, correct and revise any minor deficiencies in its work product identified that can be addressed in process, even if the deficiencies would not be deemed to arise from a negligent act, error or omission of the Bidder. Minor deficiencies include but are not limited to changes in Americans with Disability Act requirements.

4.5. Bidder will be responsible for notifying the Village promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over any work task. The Village shall allow the Bidder to extend response times for valid, documented delays. The Village shall be the sole determiner of the validity of the delays.

ARTICLE 5.
OWNERSHIP AND USE OF DOCUMENTS

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Bidder's services under this Agreement will become the property of and shall be delivered to the Village without restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of the Village.

5.2. Bidder agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement will be compatible with existing Village software and systems. It is anticipated that any software utilized will be run on windows based PC's and will consist of Microsoft Office 2013 (or newer) and Adobe Acrobat DC (or newer).

ARTICLE 6.
VILLAGE'S RESPONSIBILITIES

6.1. The Village will perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Bidder.

6.2. The Village will furnish to Bidder, upon request of Bidder and at Village's expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the Village's possession. However, Bidder will be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. The Village will provide reasonable access and entry to all public property required by Bidder to perform the services described in this Agreement. All such access and entry shall be provided at the Village's expense. The Village will also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Bidder to perform the services described in this Agreement.

6.4. The Village will review all documents, plans, or other materials provided by Bidder in a timely manner so as to not delay the process of the Bidder.

ARTICLE 7.
TERM / TERMINATION

7.1. The term of this Agreement will begin on the date and year first written above and shall be continued until superseded by a subsequent Village agreement, the monetary limit in 3.1 is reached, or unless otherwise terminated in accordance herewith.

7.2. The Village will have the right at any time upon thirty (30) calendar days written notice to the Bidder to terminate the services of the Bidder and, in that event, the Bidder must cease work and will deliver to the Village all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Bidder in connection with its services. The Village will, upon receipt of the aforesaid documents, pay to the Bidder, and the Bidder will accept as full payment for its services, fees for all tasks completed in accordance with Scopes of Services.

7.3. In the event that the Bidder has abandoned performance under this Agreement, then the Village may terminate this Agreement upon three (3) calendar day's written notice to the Bidder indicating its intention to terminate. The written notice will state the evidence indicating the Bidder's abandonment. Payment for services performed prior to the Bidder's abandonment will be as stated in Section 3 above.

ARTICLE 8.
NOTICES

8.1. Any notice required or permitted to be sent herein shall be sent certified mail, return receipt requested to the parties at the addresses listed above to the designated contacts below:

Bidder: Kimley-Horn and Associates, Inc.

Village: Steve Sarkozy

8.2. Each party shall immediately notify the other of any changes in address or designated contact.

ARTICLE 9.
ASSIGNMENT

9.1. This Agreement, or any interest herein, will not be assigned, transferred or otherwise encumbered, under any circumstances by Bidder without the prior written consent of the Village. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by the Village. The Village and Bidder each binds themselves, their agents, successors, assigns and legal representatives to the other party hereto, their agents, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement any obligations incorporated herein.

ARTICLE 10.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

10.1. This Agreement represents the entire and integrated agreement between the Village and Bidder and supersedes all prior negotiations, representations or agreements, either written or oral.

10.2. In the event any provision of this Agreement be held invalid and unenforceable, the remaining provisions will remain valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant will not be construed by the other party as a waiver of any subsequent breach.

10.3. No modification, amendment or alteration in the terms or conditions contained herein will be effective unless contained in a written document executed by both parties.

10.4. This is a nonexclusive contract. The Village has the right to enter into contracts with other providers providing similar services.

ARTICLE 11.
GOVERNING LAW / VENUE

11.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Lee County, Florida.

ARTICLE 12.
INDEPENDENT CONTRACTOR STATUS

12.1. Bidder is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the Village.

12.2. Neither the Village nor any of its employees will have any control over the conduct of Bidder or any of Bidder's employees, except as herein set forth, and Bidder expressly warrants not to represent at any time or in any manner that Bidder or any of Bidder's agents, servants or employees are in any manner agents, servants or employees of the Village. It is understood and agreed that Bidder is, and will remain at all times remain, a wholly independent contractor and that Bidder's obligations to the Village are solely as prescribed by this Agreement.

ARTICLE 13.
AUDIT AND RECORDS REQUIREMENTS

13.1. Bidder will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available and accessible at Bidder's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of five (5) years after completion of the

services. Prior to destruction of any records, the Bidder will notify the Village and deliver to the Village any records the Village requests. Bidder will require all subconsultants and subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Bidder and the subconsultant or subcontractor.

13.2 If the records are unavailable locally, it will be the Bidder's responsibility to insure that all required records are provided at the Bidder's expense including payment of travel and maintenance costs incurred by the Village's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, will be at the Village's expense.

13.3. Bidder must fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt from Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by Consultant to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, with no recourse available to Bidder. Records may be provided in the form or format in which they are kept including electronic files. Bidder's right to claim an exemption from disclosure will not be deemed failure to comply with this article.

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 ESTERO VILLAGE CLERK (CUSTODIAN OF PUBLIC RECORDS) AT 239-221-5035, hall@estero-fl.gov, OR VILLAGE HALL, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FL 33928.

ARTICLE 14. **INDEMNIFICATION**

14.1. For ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Bidder will pay on behalf of or indemnify and hold harmless the Village, its officials, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including attorneys' fees and court costs (whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or liabilities, of whatever kind of nature, caused by any negligent or intentional act, error, omission, or default of Bidder or Bidder's officers, employees, agents, servants, volunteers or subcontractors or consultants, if any, caused by the performance or failure to perform under the terms of this Agreement.

14.2 Bidder must carry a commercial liability insurance policy in coverage amounts as determined by the Village Manager and naming the Village of Estero as additional insured.

PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

**ARTICLE 15.
EMPLOYEE RESTRICTIONS**

15.1. The Village of Estero 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 Village shall consider employment by any contractor or subconsultant or subcontractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Bidder of the employment provisions contained in Section 274A(e) of the INA will be grounds for termination of this Agreement by the Village.

15.2. If an owner (except a stockholder in a publicly traded corporation) or an employee of the Bidder has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Bidder will ensure that the offender’s or predator’s work on the project is consistent with the terms of their probation and registry requirements.

15.3. The Bidder will incorporate the terms of paragraphs 15.1 and 15.2 into all contracts with any subconsultants or subcontractors.

**ARTICLE 16.
NO CONTINGENT FEES**

16.1. Bidder certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Bidder to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Bidder any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Village has the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 17.
TRUTH-IN-NEGOTIATION CERTIFICATE**

17.1. If applicable, in accordance with Section 287.055(4), Florida Statutes, signature of this Agreement by Bidder shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to

exclude any significant sums by which Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

Kimley-Horn and Associates, Inc.

WITNESSES:

Signed By: _____

Signed by: _____

Print Name: _____

Print Name: _____

Date: _____

Title: _____

Signed By: _____

Date: _____

Print Name: _____

Date: _____

VILLAGE OF ESTERO

By: _____

Steve Sarkozy, Village Manager

Date: _____

ATTEST:

By: _____
Kathy Hall, MMC, Village Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

Burt Saunders, Village Attorney

Exhibit List:

Exhibit A – Scope of Services

Exhibit B – Pricing Proposal

EXHIBIT A

VIA COCONUT POINT LANDSCAPE IMPROVEMENTS

STATEMENT OF WORK

A. PROJECT OVERVIEW

To provide landscape planning, design and permitting services for its Via Coconut Point Landscape Improvements Project.

B. SCOPE OF SERVICES

The services required are expected to include but are not limited to the following: Lands Survey, Public Involvement, Concept Plans, Utility Relocation Plans, Permitting, Irrigation Plans, Landscape Plans, Roadway/Sidewalk Plans, Specifications, Bidding Assistance.

C. SCHEDULE

As required and requested.

D. COMPENSATION

As per Exhibit B.

EXHIBIT B

PRICING PROPOSAL

Per pricing included within attached Scope of Services.



EXHIBIT B – SCOPE OF SERVICES

PROJECT UNDERSTANDING

The Village of Estero desires to retain the professional services of Kimley-Horn for its Via Coconut Point Landscape Improvements Project (the "PROJECT"). Via Coconut Point is an approximately 2.75-mile-long roadway that extends from Corkscrew Road at the north end to Pelican Colony Blvd. on the south end. The road includes two roundabouts, one at Williams Road and one at Pelican Colony Blvd. The improvements will extend from right of way to right of way, which is generally from back of sidewalk to back of sidewalk. Concept development for this project will explore improvements outside of the right of way which may include sidewalk and landscape improvements. The development of construction documents for improvements outside of the right of way will be considered an additional service. The road right of way is mostly un-landscaped with the exception of the section of roadway located along Genova where landscape material has recently been installed within the road median.

The PROJECT includes conceptual design to establish a vision for the entire corridor referred to herein as the "PROJECT AREA". Construction plans will be provided for a portion of the overall project area located between Williams Road and Coconut Road known herein as the "IMPLEMENTATION AREA". It is understood that areas within the PROJECT AREA but outside of the IMPLEMENTATION AREA are subject to impact by future development. The construction plans will be prepared for the IMPLEMENTATION AREA only.

SPECIFIC SCOPE OF BASIC SERVICES

TASK 1 – PROJECT ADMINISTRATION AND MANAGEMENT

Kimley-Horn will provide a Project Manager and staff to administer the professional services described in this Scope of Services below.

A. Project Administration and Management

Project Administration and Management will consist of the following activities: scheduling, status progress reports, budgeting, invoicing, and quality assurance program. Additionally, Kimley-Horn will provide the following:

1. Project Setup: Kimley-Horn will establish project files and project work plan.
2. Correspondence: Copies of all written correspondence between Kimley-Horn and any party pertaining to this Project will be provided to the Village of Estero.
3. Method of Distribution: Distribution of meeting summaries, schedules, correspondence, etc., will be via e-mail.
4. Kickoff Meeting: Kimley-Horn will attend a kickoff meeting with Village staff.

TASK 2 – PUBLIC INVOLVEMENT

Kimley-Horn will prepare for and attend meetings with the public. Services for this task will include:

A. Public Information Meetings

Kimley-Horn will prepare for and attend two (2) public information meetings at the Design Review Board. Kimley-Horn will present the design of the project to inform and obtain input from the Design

Review Board and the public.

B. Stakeholder Coordination Meetings

Kimley-Horn will prepare for and attend up to three (3) meetings (scheduled on the same day) with stakeholders along the corridor to coordinate design with existing and/or planned development. These meetings are intended to coordinate information pertinent to the development of the landscape and irrigation design and to accommodate stakeholder input.

C. Village Council Meetings

Kimley-Horn will prepare for and attend up to four (4) scheduled Village Council meetings to provide updates on project status, design, etc. Kimley-Horn will discuss the progress of the project and obtain input from the Council. Village Council meetings will include the preparation of presentation materials to be coordinated with Village staff prior to the Village Council meeting. It is anticipated that these presentations shall occur at the following project stages:

- Preliminary Review of Concept Plan
- Final and Approval of Concept Plan
- 30% Construction Documents Update
- 90% Construction Documents Update

D. Village Council One on One Meetings

Kimley-Horn will prepare for and attend up to two (2) days of meetings with individual council member(s) at the discretion of Village staff to facilitate additional input and discussion with the council member(s).

TASK 3 – RESEARCH

Kimley-Horn will obtain and review available existing information to inform the design of the project. Services for this task will include:

A. Site Visit

Kimley-Horn conduct an on-site field review of existing above ground conditions and areas of opportunity for landscape enhancements. Photo documentation of existing conditions will be obtained for reference throughout project.

B. Soil Testing

Kimley-Horn will collect soil samples throughout the project corridor in up to ten (10) locations for testing by the IFAS extension office.

C. Review of Existing Plans

Kimley-Horn will review existing landscape and development plans provided by the Village. These plans are anticipated to include:

- Estero Parkway Landscape and Irrigation Plans
- Genova Landscape and Irrigation Plans
- Ederra Landscape and Irrigation Plans

D. Review of Utilities and Future Land Use Maps

Kimley-Horn will open a design ticket through Sunshine 811 to obtain existing utility providers and contact information for providers within the project corridor. Utility agencies will be contacted to request any available record plans for existing utilities within the corridor for planning and design purposes. Plans will be reviewed for use in development of the landscape and irrigation plans.

Future land use maps will be reviewed for future context of the PROJECT AREA.

TASK 4 – SURVEY

Kimley-Horn will subcontract with RWA Engineering (RWA) to obtain topographical survey information for the IMPLEMENTATION AREA right of way from the north side of the Williams Road roundabout to the south side of the Coconut Road intersection along Via Coconut Point. Services for this task will consist of:

A. Basemap, Public Right of Way Determination, Baseline Control

Reproduce all recorded right-of-way and baseline information. Right-of-way shall include all intersecting roads within the project limits. All right-of-way information shall be labeled, including, date, bearings and distances. In addition, the following information shall be noted:

- a. Horizontal datum – tied into the Florida State Plan Coordinate System, NAD 1983/1999 Adjustment. RWA will provide project control network sheets for the survey baseline control points instead of setting reference points.
- b. Physical ties to each benchmark – permanent benchmarks shall be established at 500-foot intervals along the roadway.
- c. Vertical datum (benchmarks) – NAVD 1988.
- d. Locate visible boundary monuments.
- e. Existing layout shall be tied to the existing right-of-way.
- f. Locate existing visible property markers (e.g. – iron pipe, concrete monuments, etc.).
- g. Property ownership shall be determined from Lee County records, title reports, and other appropriate sources and incorporated into the plan drawings and files. Property lines do not need to be surveyed, but shall be verified utilizing any visible property markers, wherever possible.

B. Topographic Survey

Prepare a topographic survey, showing horizontal and vertical locations of fixed improvements within the right of way and locations outside the right of way located behind guardrail and walls. Survey limits shall include locating adjacent walls of private development that will influence landscape design. The information shall include the following:

- a. Roadway pavement surfaces.
- b. Driveways and aprons and parking areas, noting the limits within survey coverage and type of pavement or surface.
- c. Curbing, edging, medians, and barriers, noting limits and type.
- d. Sidewalks, walkways, and handicap ramps, noting limits and type.
- e. Wall information (type, height and thickness) along with step/stair information (type, top step elevation, bottom elevation and number of rises).
- f. Top of slope and toe of slope of the existing swales and ditches.
- g. Guard rail, noting limits and type.

- h. The surveyor will locate and show all above-ground utility structures.
- i. Utilities - manholes – rims, inverts, and condition (collapsed, plugged, etc.), pipes and culverts - size, type, and direction of flow, force mains and pump stations, if visible and accessible, utility lines – water, reclaimed water, gas, telephone, sewer, electric and CATV if visible, fire hydrants and water valves , hand holes and pull boxes, gas valves, telephone and electric manholes , utility and light poles and guy wires, including overhead wires.
- j. Stormwater System - catch basins - grate elevation, and if they can be opened, and view is not obstructed, gather inverts and condition (collapsed, plugged, etc.), manholes - rims, inverts and condition (collapsed, plugged, etc.). pipes - size, type and direction of flow. Existing drainage outfalls within the project area.
- k. Collect cross sections and spot elevations at 200' intervals consistent with the baseline stations and at other critical locations including top and bottom of curb, centerline grades, back of sidewalks and at changes in slope. Elevations to be given up the center of the existing driveways. The limits of the topography shall be up to 25 feet outside the existing right of way.
- l. Existing contours will be shown as at one-foot intervals.
- m. Pavement markings, including lane use and shoulder width, crosswalks and stop bars.
- n. Traffic and road signs, noting direction in which sign face, material type (wood or aluminum) legend and wording, including those mounted on utility poles, signal posts, and bridges.

C. Subsurface Utility Engineering

Provide subsurface utility locates for up to eight (8) locations to be determined during TASK 6 to confirm underground clearance for pole foundations for lighting enhancements at the Williams Road roundabout.

DELIVERABLES:

- Signed and sealed topographic and right of way survey for the Via Coconut Point right of way in hard copy and PDF format.

TASK 5 - CONCEPT DESIGN

Kimley-Horn will utilize the findings of TASKS 2 to 4 to prepare a conceptual design for the PROJECT AREA. Services for this task will include:

A. Preliminary Landscape Concept Design

1. Kimley-Horn will prepare a Preliminary Landscape Concept Plan for the PROJECT AREA. The concept plan will provide a design vision that provides flexibility to allow properties along the corridor to implement the vision as the parcels develop. The preliminary concept plan will be prepared in plan view sketch format over survey data obtained as part of TASK 4, and aerial imagery for areas outside of the surveyed limits.
2. Planting palette board(s) showing proposed plant species, imagery, plant characteristics and maintenance considerations will be developed to support the review of the preliminary concept plan
3. Kimley-Horn will attend a review meeting with Village staff to review the preliminary landscape concept plan. Staff feedback will be incorporated into the concept for presentation to Village Council.

4. Kimley-Horn will present the Preliminary Landscape Concept plan to Village Council as part of TASK 2C. Comments from Village Council will be incorporated into the development of the landscape concept plan.

B. Landscape Concept Design

1. Kimley-Horn will refine the Preliminary Landscape Concept Plan and planting palette incorporating comments received from Village Council and Staff into the development of the Landscape Concept Plan.
2. Kimley-Horn will prepare a preliminary opinion of probable construction cost (OPCC) for the proposed improvements
3. Kimley-Horn will prepare 3D design renderings illustrating the Landscape Concept Plan for use in public involvement. Renderings will include up to ten (10) static imagery exports of the proposed improvements along the corridor. A video fly-through up to two (2) minutes in length will be prepared.
4. Kimley-Horn will present the Landscape Concept Plan to Village Council as part of TASK 2C. Comments from Village Council will be incorporated into the development of the Final Landscape Concept Plan.

C. Final Landscape Concept Design

1. Kimley-Horn will refine the Landscape Concept Plan, planting palette, OPCC, and 3D renderings incorporating comments received from Village Council and Staff into the development of the Final Landscape Concept Plan. The Final Landscape Concept Plan will be submitted to Village staff electronically and serve as the basis of design for TASK 6.

DELIVERABLES:

- Preliminary Landscape Concept Plan and Plant Palette in .pdf format
- Landscape Concept Plan, Plant Palette, and OPCC in .pdf format
- Up to ten (10) 3D Model Static Exports with a video fly-through up to two (2) minutes in length in .pdf and .mpeg format.
- Final Landscape Concept Plan, Plant Palette, OPCC and refined 3D exports.

TASK 6 – CONSTRUCTION DOCUMENTS

Kimley-Horn will prepare construction documents for the IMPLEMENTATION AREA based on the Final Landscape Concept Plan prepared as part of TASK 5. Improvements proposed outside the limits of the right of way and approved by the Client will be will be provided as an additional service. Kimley-Horn will prepare construction documents with milestone deliverables at the 30%, 60%, 90% and 100% design stages. Milestone submittals will be provided to Village Staff for review and comment. Kimley-horn will incorporate comments from each submittal into the subsequent milestone submittal. Services for this task will consist of:

A. Construction Documents

1. Construction Documents will be prepared on a 24" x 36" sheet format consisting of the following sheets:
 - a. Cover Sheet
 - b. General Notes

- c. Existing Conditions – *Illustrating surveyed conditions obtained as part of TASK 4.*
- d. Demolition Plan – *Identifying all elements to be removed to allow for construction improvements and the protection of elements to remain.*
- e. Best Management Practices (BMP) Plan – *Detailing layout of best management practices for soil erosion prevention.*
- f. Soil Amendment Plan (If applicable) – *Identifying areas of soil amendment and replacement (if necessary) based on soil testing as part of TASK 3 and available project budget.*
- g. Hardscape Plan – *Illustrating bicycle and pedestrian improvements at existing roundabouts.*
- h. Hardscape Details – *Details will supplement hardscape plan sheets with installation details and specifications for implementation of the proposed plan.*
- i. Landscape Plan – *Consisting of detailed layout of proposed plantings with a plant list identifying species, quantities, sizes, locations, and spacing.*
- j. Landscape Details – *Details will supplement landscape plan sheets with installation details and specifications for implementation of the proposed plan.*
- k. Irrigation Plan - *Consisting of head layout, water source information, mainline and lateral line layout, valve sizes and locations, and controller type and location. Schematic Irrigation plans will be submitted at the 60% milestone with final plans being submitted at the 90% stage.*
- l. Irrigation Details – *Details and specifications describing the installation requirements of the equipment to be installed based on the Irrigation plans.*
- m. Lighting Plans – *Detailing layout improvements of lighting at roundabouts for pedestrian safety improvements at crosswalks.*
- n. Lighting Details and Schedules – *Light pole installation details and circuitry schedules for lighting improvements.*
- o. Signing and Pavement Marking Plans – *Layout and details for signing and pavement marking improvements at the Williams Road Roundabout.*
- p. Temporary Traffic Control Plans – *Detailing requirements of traffic control devices during construction. Temporary Traffic Control Plan (TTCP) will be prepared as outlined in the Florida Design Manual (FDM), FDOT Standard Indexes and the MUTCD (2009).*

B. Project Specifications

- 1. Kimley-Horn will prepare written project specifications for inclusion with construction documents. Specifications will be prepared and submitted at the 90% milestone. Comments to specifications will be included in the specifications submitted at the 100% milestone. Additional comments to specifications will be revised as part of the Bid Assistance in TASK 8.

B. Opinion of Probable Construction Cost (OPCC)

- 1. Kimley-Horn will prepare an OPCC to be submitted with the 30%, 60%, 90% and 100% submittals.

C. Village Council Presentations

- 1. Presentations to Village Council will be made following the 30% milestone submittal and the 90% submittal as part of TASK 2. Comments received from Council will be incorporated into the subsequent milestone submittal.

D. Updated 3D Renderings

1. Kimley-Horn will update the 3D model prepared in TASK 5 to reflect any final design changes based on the 90% plans prepared under this task. The previously submitted static images and fly-through video will be re-exported with the design revisions.

DELIVERABLES:

- 30% Construction Plans and OPCC in .pdf format
- 60% Construction Plans and OPCC in .pdf format
- 90% Construction Plans, Specifications, OPCC and Updated 3D Renderings in .pdf format.
- 100% Construction Plans, Specifications and OPCC.

TASK 7 – PERMITTING**A. Preliminary Agency Coordination**

1. Kimley-Horn will attend one (1) pre-application meeting with SFWMD to review the proposed landscape design at the 30% milestone and obtain feedback to be included in the development of construction documents as part of TASK 6.
2. Kimley-Horn will attend one (1) pre-application meeting with Village of Estero Staff to review the proposed landscape design at the 30% milestone and obtain feedback to be included in the development of construction documents as part of TASK 6.

B. Permit Application(s)

1. Kimley-Horn will prepare and submit a Limited Development Order application to the Village of Estero. Permit application will be submitted utilizing the 60% plans.
2. Kimley-Horn will prepare and submit a Water Use Permit for irrigation wells through SFWMD. Should permitting with SFWMD be required based on the pre-application meeting, this will be provided as an additional service.
3. Kimley-Horn will respond to up to two (2) requests for additional informational. Plan revisions will be incorporated under TASK 6.

TASK 8 – BID ADMINISTRATION SERVICES

- A. Kimley-Horn will assist procurement staff with the review of the bid package and specifications consistent with Village procurement processes. Construction plans will be coordinated with bid documents.
- B. Kimley-Horn will respond to requests for additional information (RAI's) from contractors, provide plan clarifications, plan amendments and coordination during the bidding process.
- C. Construction documents will be updated to incorporate bidding and RAI responses into one (1) set of consolidated documents.

TASK 9 – LIMITED CONSTRUCTION PHASE SERVICES

The Village of Estero will be hiring a Construction Engineering Inspector (CEI) to oversee construction activities and performance. Kimley-Horn will provide limited construction phase services to aid the selected CEI and Village Staff in overseeing the implementation of the design vision. This shall include the following tasks:

A. Pre-Construction and Construction Progress Meetings

Kimley-Horn will attend a Pre-construction Meeting. Regular monthly construction progress meetings will be attended via conference call. For the purpose of this task, a construction duration of six (6) months is anticipated.

B. Recommendations with Respect to Defective Work.

Kimley-Horn will provide recommendations to Client on Contractor's work. A recommendation to readjust work will be provided if, on the basis of its observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

C. RFIs / Clarifications and Interpretations

Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any direction authorizing variations from the Contract Documents will be made by Client.

D. Shop Drawings and Samples

Kimley-Horn will review and approve or take other appropriate action with respect to Shop Drawings and Samples and other data which Contractor is required to submit, for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

E. Substitutes and "or-equal."

Kimley-Horn will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.

F. Final Notice of Acceptability of the Work

Kimley-Horn will conduct a final site visit to determine if the completed Work by the Contractor is generally in accordance with the Contract Documents and the final punch list.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 – 9 for the lump sum fees listed below. Expenses have been included in the fees below.

TASK	DESCRIPTION	FEE
1	PROJECT ADMINISTRATION AND MANAGEMENT	\$8,000
2	PUBLIC INVOLVMENT	\$22,000
3	RESEARCH	\$6,000
4	SURVEY	\$45,000

5	CONCEPT DESIGN	\$36,000
6	CONSTRUCTION DOCUMENTS	\$82,000
7	PERMITTING	\$5,500
8	BID ADMINISTRATION SERVICES	\$5,500
9	LIMITED CONSTRUCTION PHASE SERVICES	\$11,500
	TOTAL	\$221,500

An amount has been included in the lump sum to cover certain reimbursable expenses such as in-house duplicating, plotting and printing, local mileage, telephone calls, facsimiles, postage, and word processing computer time. All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Additional Services if Required:

The following services are not included in this Agreement, but may be authorized by the Village Council should they become necessary. Additional Services will be performed at the Engineer's hourly rates.

1. Additional site visits beyond those listed above.
2. Any other professional consulting service not specifically detailed in the Scope of Services.
3. Attendance at public meetings beyond those specifically specified.
4. Preparation of plans outside the limits of the project areas as described in the project understanding.
5. Easement descriptions and sketches.
6. Subsurface Utility Engineering and soft dig locates.
7. Survey of areas outside of right of way limits such as improvements identified during TASK 5.
8. Construction documentation and permitting of improvements outside of right of way limits such as improvements identified during TASK 5.

Any additional or miscellaneous services requested by the Village but not specifically included in the above Scope of Services will be provided in accordance with the approved rate schedule on an hourly labor fee plus expense basis.

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: CN 2019-02

Project Name: Via Coconut Point Landscape Improvements

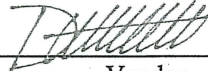
Please check as appropriate:

 I am the sole proprietor/owner. The company is not publicly held.

 X The company is not publicly held.
The names and addresses of the owners having a greater than 5%
interest is attached.

 The company is publicly held.
The names and addresses of the owners having a greater than 5%
interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and attached is true and correct.

Signed: 
Vendor
Printed Name David W. Walthall, P.E.
Date: September 5th, 2019

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 4, 2019

Agenda Item:

Planning, Design and Permitting Services for River Ranch Road Improvements CN 2019-04

Description:

Pursuant to Chapter 287.055 Florida Statutes, the engagement of a firm to provide professional engineering services such as those required for the River Ranch Road Improvements requires the solicitation of Letters of Interest from firms, the short listing of a minimum of three firms by an evaluation committee, and the final ranking of firms by that committee following interviews of the short listed firms.

The action requested completes this process by approving the final ranking of the firms and authorizes the negotiation of a contract to initiate the work.

Staff has attached firm ownership disclosure of greater than 5% as recommended by the Village Attorney.

Action Requested:

Approval of consultants ranking for River Ranch Road Improvements as follows:

1. CW3 Engineering, Inc.
2. Barraco and Associates, Inc.
3. Hole Montes, Inc.

Authorize staff to negotiate a contract with the Number 1 ranked firm, CW3 Engineering, Inc. to provide professional consulting services for the River Ranch Road Improvements project.

Financial Impact:

The amount will be determined by the results of the contract negotiations. The final contract and cost will be brought before Council for approval.

Attachments:

1. September 26, 2019 Short List Meeting Minutes
2. October 16, 2019 Final Ranking Meeting Minutes
3. Ownership Disclosure

MEMORANDUM

To: PROJECT FILE, MINUTES OF MEETING
From: Purchasing
RE: **CN 2019-04 RIVER RANCH ROAD IMPROVEMENTS**
SHORT-LIST MEETING

MEETING DATE: September 26, 2019 TIME: 10:00 AM

COMMITTEE MEMBERS: David Willems (Chair), Kyle Coleman, Mary Gibbs

ATTENDEES: Joanna Taylor, Hole Montes; Justin Frederiksen, Q. Grady Minor; Clair Wright, CW3 Engineering; Elizabeth Fountain, J.R. Evans Engineering; Lauren O'Neill, Quest

At 10:00 AM the Evaluation Committee meeting was called to order by Bob Franceschini, Purchasing Manager. Introductions were put on the record by everyone in attendance.

Meeting was then turned over to the Chair of the Committee, David Willems.

Discussions were held by the committee members with respect to each submittal from the five (5) firms.

The committee discussed the firms in alphabetical order. Barraco and Associates was positively noted for its Project Manager's extensive experience but it was commented that there was not enough discussion specific to this project. CW3 Engineering was complimented for its very detailed description of the project and how challenges were addressed as well as relevant experience and a thoughtful analysis which lead to an excellent project understanding. Hole Montes offered the best proposed project schedule along with relevant experience; but their project understanding lacked detail in comparison to the other submittals. J.R. Evans Engineering was seen as lacking relevant experience and offered a choice of two Project Managers which made it difficult for the committee to understand who would lead and coordinate the project; however, their local presence in Estero and their choice of a roundabout consultant were seen as positives. Q. Grady Minor evidenced a great deal of experience with school-related projects but not very much in the areas of roadway and drainage which are two of the most important aspects of this project.

Following the discussions, the consensus of the committee was to short list the following three (3) firms for presentations:

- CW3 Engineering
- Hole Montes
- Barraco & Associates

A motion was made to approve the three (2) firms for an interview/presentation. The motion was made by Mary Gibbs and seconded by Kyle Coleman, and then called and carried with no further questions. The meeting was adjourned at 10:45 a.m.

MEMORANDUM

To: PROJECT FILE, MINUTES OF MEETING
From: Purchasing
RE: **CN 2019-04 RIVER RANCH ROAD IMPROVEMENTS**
FINAL RANKING MEETING

MEETING DATE: October 16, 2019

TIME: 2:00 PM

COMMITTEE MEMBERS: David Willems (Chair), Mary Gibbs, Kyle Coleman

At 2:00 p.m. the Competitive Negotiations Committee meeting was called to order by Bob Franceschini, Purchasing Manager. Introductions were put on the record by everyone in attendance. Meeting was then turned over to the Chair of the Committee, David Willems.

Presentations were offered by the three short listed firms in alphabetical order. Each firm was given 15 minutes to address the topics provided to them ahead of time in their interview invitation letter followed by 15 minutes of questions and answers from the committee.

Following the interviews, the committee discussed the firms with the goal of ranking them in descending order. The committee complimented each of the firms for offering an excellent interview. It was noted by the committee that Barraco and Hole Montes were proposing to use the same traffic consultant. Barraco was noted for its historical experience and perspective on River Ranch Road which resulted in a better understanding of the issues; but was lacking in suggested solutions to the drainage problems in that they summarized what was already known. CW3 was complimented for identifying all of the issues and then focusing on a creative solution for each; it was also noted that the firm seemed to have the best understanding of the project and that their presentation was the easiest to follow. Hole Montes provided a knowledgeable presentation which addressed the issues; but did not offer easily identifiable solutions that would resolve them. Following the discussions, the recommendation of the committee was to rank the firms as follows:

1. CW3 Engineering
2. Barraco & Associates
3. Hole Montes

A motion to approve the ranking was made by David Willems and seconded by Mary Gibbs, and then called and carried with no further questions.

The meeting was adjourned at 3:45 p.m.

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: CN2019-04

Project Name: RIVER RANCH IMPROVEMENTS


Please check as appropriate:

X I am the sole proprietor/owner. The company is not publicly held.

 The company is not publicly held.
The names and addresses of the owners having a greater than 5% interest is attached.

 The company is publicly held.
The names and addresses of the owners having a greater than 5% interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and attached is true and correct.

Signed: 
Vendor
Printed Name CLAIR WRIGHT, III
Date: 9/18/19

NAMES & ADDRESSES OF OWNERS

CLAIR WRIGHT, III, 8500 DOSONTE LANE, NORTH FORT MYERS, FL 33917

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
DECEMBER 4, 2019

Agenda Item:

Council Endorsement of the Formation of the Estero Forever Foundation

Description:

A workshop was held at the Village Council meeting on November 20, 2019. Nolen Rollins presented an overview of the vision and mission of the newly formed Estero Forever Foundation, as well as core values, basic strategy and areas of priority.

Action Requested:

Consider endorsement of the Formation of the Estero Forever Foundation.

Financial Impacts:

There is no financial impact to the Village.

Attachments:

1. Executive Overview provided for the November 20, 2019 workshop



Executive Overview of the Estero Forever Foundation

... Forever Building a Stronger Community

Vision

The vision of the **Estero Forever Foundation** is the continual development of a community that embraces its historic heritage, protects the environment and builds strong neighborhoods. We envision the Village of Estero having interconnected parks, trails and other green public spaces, recreational facilities and arts and cultural centers that foster a sense of belonging and creates a sense of place and purpose. We envision Estero being a highly valued place to live, work, worship, play and visit for people of all ages.

Mission

The mission of the **Estero Forever Foundation** is to mobilize financial resources for the fulfillment of our vision by encouraging and facilitating generosity.

Values

The core values of the **Estero Forever Foundation** are ...

- Legacy – We believe everyone should leave a legacy of impact for those who follow.
- Generosity – We believe in giving back to our community.
- Excellence – We believe our community should be the best place to live, work, worship, play and visit.
- Collaboration – We believe all entities within our community (residents, civic, business and non-profits) should work together to achieve our mission.

Basic Strategy

The basic strategy of the **Estero Forever Foundation** for achieving our mission and seeing our vision becoming reality is threefold ...

- Establish and operate a community foundation for the people and priority purposes of the Village of Estero.
- Mobilize financial resources for community places, projects and purposes.
- Distribute resources to priority community needs that help fulfill our mission and vision.

Areas of Priority for the Estero Forever Foundation

The **Estero Forever Foundation** will focus on the following community priorities (not listed in order of priority)...

- Historic heritage
- Environmental preservation
- Green spaces
- Parks
- Trails
- Recreational facilities and fields
- Arts and cultural centers
- Land for all the above

All community projects supported will be in line with the Village of Estero's Comprehensive Plan and in response to community-wide expressed needs.

Mobilization Actions

The following actions will form the primary basis of mobilization processes ...

- Board Members, Staff and Volunteers soliciting donations on-going
- Annual Estero Forever Foundation Gala
- Estate Planning

Community Foundation Partners

The following entities will jointly support and endorse the **Estero Forever Foundation** ...

- The Village of Estero Council and Staff
- The Estero Chamber of Commerce
- The Estero Council of Community Leaders
- Estero Not-for-Profit Organizations

Governance

The **Estero Forever Foundation** will be under the authority of a volunteer Board of Directors. After the initial Board of Directors are appointed by the Estero Village Manager, the Chairman of the Estero Chamber of Commerce and the Director of the Estero Council of Community Leaders, Board Members will be selected by the existing Board of Directors.

The Board of Directors and Staff

The Estero Forever Foundation Board of Directors shall consist of five - nine directors, who serve three-year terms, with one-third rotating off the board annually.

The Estero Forever Foundation staff may consist of an Executive Director and other staff as determined and appointed by the Board of Directors.

Initial Board of Directors:

Nolen Rollins, Chair

Jim Gilmartin, Vice Chair

Joe Pavich

George Zalucki

Jim Boesch (Ex-officio)

Steve Sarkozy (Ex-officio)

The **Estero Forever Foundation** operates as a 501(c)3 tax-deductible fund under the Southwest Florida Community Foundation.

<https://floridacommunity.com>

For more information or to make donations contact Nolen Rollins, Chair

nolen@kingmo.org

239-860-0096

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 4, 2019

Agenda Item:

Consider first reading of Ordinance No. 2019-30 for voluntary annexation of 10 acre property at 4528, 4406 and 4410 Coconut Road and set second reading/hearing for January 8, 2020.

Description:

The property owner and contract purchaser, Headwaters Coconut Road General Partnership, has initiated a voluntary annexation of 10 acres located on the north side of Coconut Road, south and east of El Dorado Acres. The property is within unincorporated Lee County. The owner is proposing a 21 lot residential subdivision on the property. The property is zoned RS-1 which allows single-family homes on lots of at least 7,500 square feet.

The property owner has met with the Village Manager and staff several times regarding the development plans. The Village Attorney has also been in contact with the applicant's attorney.

Voluntary annexation requirements are outlined in Florida Statute Chapter 171.044. The property conforms to the requirements in Florida Statutes pertaining to annexation, as it is compact and contiguous to the Village boundaries.

Urban services are generally available. Coconut Road at this location is Village-maintained. Water and sewer are provided by Bonita Springs Utilities. Fire is provided by Estero Fire Rescue.

Headwaters Coconut Road General Partnership before seeking annexation into the Village, was previously proceeding with its development plans before Lee County. Although interested in annexation into the Village, Headwaters is concerned about restarting the development review process under a different regulatory regime and the potential delays to its project.

To resolve such concerns the Village Attorney has prepared an annexation ordinance that outlines the terms of the annexation and the transition from Lee County to Village regulatory review consistent with Section 171.062, Florida Statutes. In summary:

- Village will expeditiously process the owner's development plans.
- County Comprehensive Plan and Land Development Code will continue to apply for 24 months.
- Applicant will pay Lee County impact fees and permit fees for the duration above.
- All Village procedural requirements apply except for Design Review Board.

In addition to an annexation ordinance, the Statute requires that notification be provided to Lee County, and two newspaper advertisements will be needed prior to the second reading.

Action Requested:

Consider first reading of Ordinance No. 2019-30 for voluntary annexation of 10 acre property at 4528, 4406 and 4410 Coconut Road and set second reading/hearing for January 8, 2020.

Financial Impact:

The Village will receive annual tax revenue which is dependent upon the housing price, and approximately \$100,000.00 in road impact fees which could be used for improvements to Coconut Road.

Attachments:

1. Ordinance No. 2019-30
2. Florida Statute Section 171.044

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VILLAGE OF ESTERO

ORDINANCE 2019 - 30

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, ANNEXING PROPERTY LOCATED AT 4528 COCONUT ROAD AND 4406/4410 COCONUT ROAD, LEE COUNTY, FLORIDA, INTO THE CORPORATE LIMITS OF THE VILLAGE IN ACCORDANCE WITH THE ANNEXATION PROVISIONS OF CHAPTER 171, PART II, FLORIDA STATUTES; REDEFINING THE BOUNDARY LINES OF SAID VILLAGE IN CONFORMANCE THEREWITH; AMENDING THE OFFICIAL BOUNDARY MAP OF THE VILLAGE OF ESTERO, FLORIDA, PROVIDING THAT EXISTING FUTURE LAND USE AND ZONING DESIGNATIONS REMAIN UNTIL CHANGED BY THE VILLAGE ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Headwaters Coconut Road General Partnership (“Property Owner”) has initiated a voluntary annexation of real property, located at 4528 Coconut Road and 4406/4410 Coconut Road, Lee County, Florida (“the Properties”) as described and depicted in Exhibit “A” and Exhibit “B”, attached hereto; and,

WHEREAS, the Village has identified certain lands that are logical for annexation into the Village, the appropriate land uses and infrastructure needs for said areas, and the provider of services and infrastructure for said areas; and,

WHEREAS, the Property Owner, before seeking annexation into the Village, was proceeding with its development plans before Lee County and, though desirous of annexation into the Village, the Property Owner does not wish to restart the development review process, or add complexity or delay to its plans; and

WHEREAS, in recognition of the foregoing, the Village has agreed to expeditiously process the Property Owner’s application; and

WHEREAS, in order to accommodate the Property Owner and in recognition of its existing rights under the Comprehensive Plan and Land Development Regulations of Lee County for a period of 24 months or until otherwise superseded by inclusion into Village Comprehensive Plan; and

WHEREAS, for the foregoing transition period, the Lee County Comprehensive Plan and Land Development Regulations, along with Lee County impact and permit fees, shall continue to apply; and

46 **WHEREAS**, with the exception of the Village’s Design Review Board, all Village
47 procedural requirements will apply during the transition period; and
48

49 **WHEREAS**, the properties to be annexed shall retain the Comprehensive Plan Future Land
50 Use and Zoning classifications existing at the time this Ordinance is approved subject to the
51 aforementioned time limits; unless otherwise requested by the Property Owner, the properties will
52 become subject to the Village Comprehensive Plan Future Land Use and Zoning classifications
53 most consistent with the retained classifications upon subsequent action by the Village.
54

55 **NOW, THEREFORE**, be it ordained by the Village Council of the Village of Estero, Florida:
56

57 **Section 1.** The foregoing recitals are true and correct and are incorporated herein by
58 reference.
59

60 **Section 2.** The Village Council, after first reading on _____, 2019 and duly
61 advertised public hearing on _____, 2019, hereby adopts Ordinance 2019-30, annexing
62 the properties into the Village of Estero municipal boundary.
63

64 **Section 3.** The Property Owner’s exclusive remedy to address any Village obligation
65 contained in this Ordinance shall be through a petition for contraction pursuant to Chapter 171,
66 Florida Statutes.
67

68 **Section 4. Conflict.**
69 The provisions of this article shall supersede any provisions of existing ordinances in conflict
70 herewith to the extent of said conflict.
71

72 **Section 5. Severability.**
73 In the event that any portion of this Ordinance is for any reason held invalid or
74 unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate,
75 distinct and independent provision, and such holding shall not affect the validity of the remaining
76 portions of this Ordinance.
77

78 **Section 6. Effective Date.**
79 This Ordinance shall become effective immediately upon its adoption.
80

81 **PASSED** on first reading this 4th day of December, 2019.
82

83 **PASSED AND ADOPTED BY THE VILLAGE COUNCIL** of the Village of Estero,
84 Florida on second reading this ____ day _____, 2019.
85

86 Attest:

VILLAGE OF ESTERO, FLORIDA

87
88
89 By: _____
90 Kathy Hall, MMC, Village Clerk

By: _____
Bill Ribble, Mayor

91 Reviewed for legal sufficiency:

92

93

94 By: _____

95 Burt Saunders, Esq., Village Attorney

96

97

98	Vote:	AYE	NAY
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99	Mayor Ribble	_____	_____
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100	Vice Mayor Errington	_____	_____
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101	Councilmember Batos	_____	_____
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102	Councilmember Boesch	_____	_____
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103	Councilmember Levitan	_____	_____
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104	Councilmember McLain	_____	_____
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105	Councilmember Wilson	_____	_____
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EXHIBIT A

COCONUT LANDING LEGAL DESCRIPTION

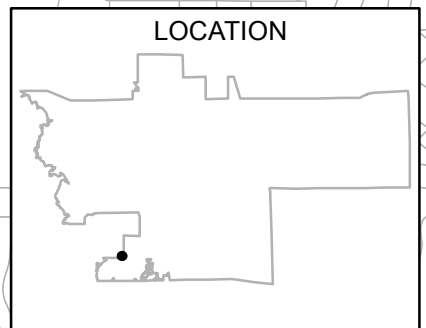
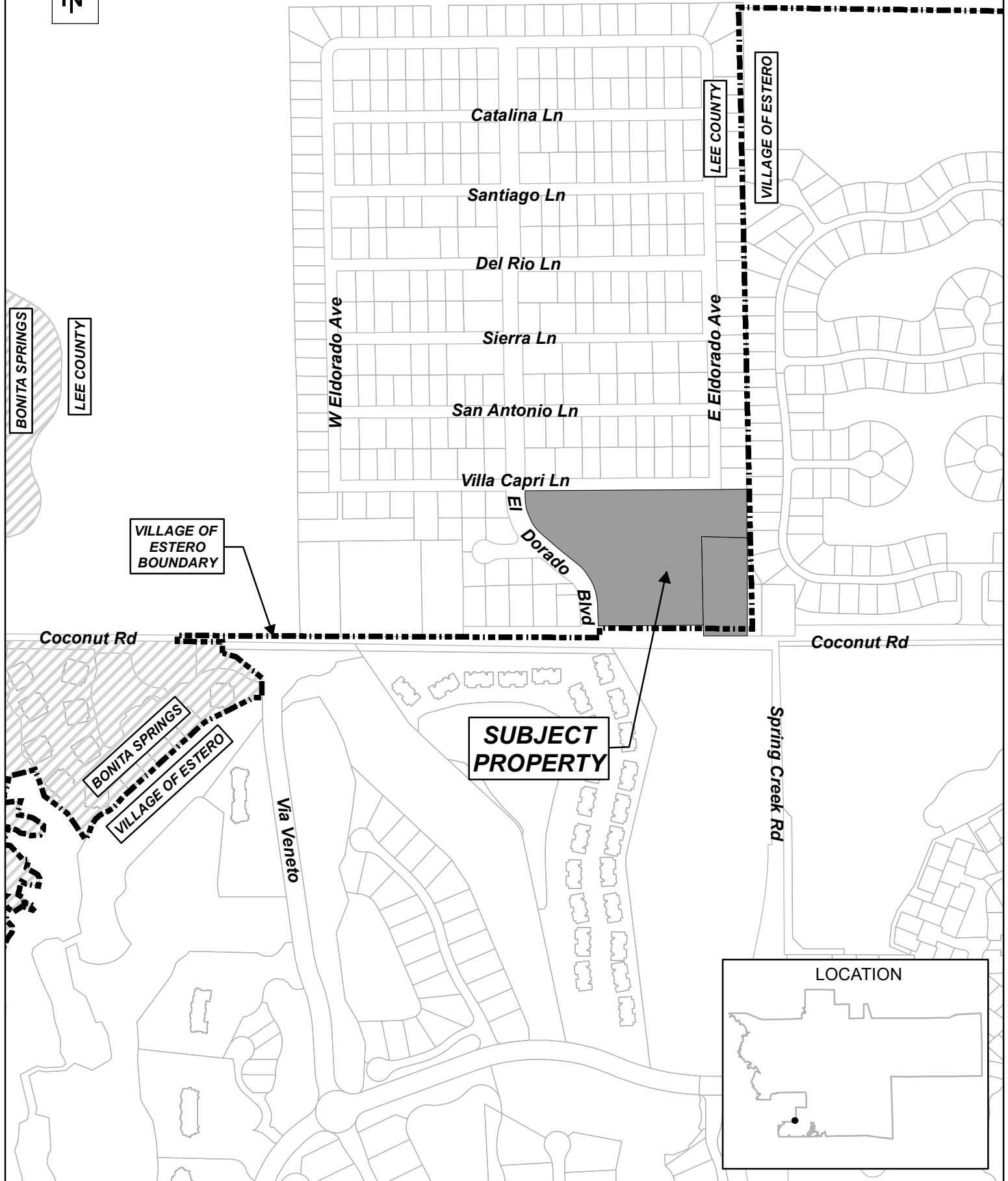
A TRACT OR PARCEL OF LAND BEING BLOCK 16, OF THE UNRECORDED PLAT OF EL DORADO ACRES SUBDIVISION, RECORDED IN DEED BOOK 310, PAGE 183, OFFICIAL RECORDS BOOK 82, PAGE 472, AND UNRECORDED PLAT BOOK 1, PAGE 93, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN THE EAST ONE HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) AND THE WEST ONE HALF (W 1/2) OF THE WEST ONE HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4), TOGETHER WITH THE WEST 50 FEET OF THE SOUTH 200 FEET OF THE WEST 200 FEET OF THE EAST 3/4 (E 3/4) OF THE NORTHEAST 1/4 (NE 1/4) OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 8, THENCE NORTH 89°43'06" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 8 FOR 9.65 FEET; THENCE NORTH 00°11'05" EAST FOR 40.00 FEET TO AN INTERSECTION WITH THE NORTH MAINTAINED RIGHT-OF-WAY OF COCONUT ROAD (65 FEET WIDE) RECORDED IN MAP BOOK 2, PAGE 65, AND INSTRUMENT NO. 5412193, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING CONTINUE NORTH 00°11'05" EAST ALONG THE EAST LINE OF EL DORADO BOULEVARD (80 FEET WIDE) AS SHOWN ON SAID UNRECORDED PLAT OF EL DORADO ACRES, A DISTANCE OF 60.71 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 285.00 FEET, A DELTA ANGLE OF DELTA 51°32'36", A CHORD BEARING OF NORTH 25°28'43" WEST, A CHORD DISTANCE OF CHORD 248.03 FEET, AN ARC DISTANCE OF 256.39 FEET THE END OF SAID CURVE; THENCE NORTH 51°15'01" WEST FOR 161.16 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING RADIUS OF 210.00 FEET, A DELTA ANGLE OF 49°58'01", A CHORD BEARING OF NORTH 26°15'35" WEST, A CHORD DISTANCE OF 177.39 FEET, AN ARC DISTANCE OF 183.14 FEET TO THE END OF SAID CURVE; THENCE NORTH 01°23'16" WEST, A DISTANCE OF 27.61 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF VILLA CAPRI LANE (FIRST COURT), (50 FEET WIDE) AS SHOWN ON SAID UNRECORDED PLAT OF EL DORADO ACRES; THENCE SOUTH 89°39'31" EAST, ALONG SAID RIGHT-OF-WAY FOR 949.35 FEET TO THE WEST LINE OF THE EAST 3/4 (E 3/4) OF THE NORTHEAST 1/4 (NE 1/4) OF SAID SECTION 8, ALSO BEING THE WEST LINE OF MARBLEBROOK OF BONITA SPRINGS PHASE IV, RECORDED IN PLAT BOOK 70, PAGE 68 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID LINE, SOUTH 01°16'36" EAST, A DISTANCE OF 409.80 FEET TO THE SOUTHWEST CORNER OF TRACT A, OF SAID MARBLEBROOK OF BONITA SPRINGS PHASE IV SUBDIVISION; THENCE SOUTH 89°43'06" EAST, ALONG THE SOUTH LINE OF SAID TRACT A, A DISTANCE OF 50.02 FEET TO THE EAST LINE OF THE WEST 50 FEET, OF THE SOUTH 200 FEET OF THE WEST 200 FEET OF THE EAST 3/4 (E 3/4) OF THE NORTHEAST 1/4 (NE 1/4) OF SAID SECTION 8; THENCE SOUTH 01°16'36" EAST, ALONG SAID EAST LINE, A DISTANCE OF 160.06 FEET TO AN INTERSECTION WITH THE NORTH MAINTAINED RIGHT-OF-WAY OF SAID COCONUT ROAD (65 FEET WIDE); THENCE NORTH 89°43'06" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 700.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 453,324 SQUARE FEET OR 10.407 ACRES, MORE OR LESS.

EXHIBIT B Location Map Proposed Annexation and Municipal Boundary



Select Year:

The 2019 Florida Statutes

[Title XII](#)[MUNICIPALITIES](#)[Chapter 171](#)[LOCAL GOVERNMENT BOUNDARIES](#)[View Entire Chapter](#)**171.044 Voluntary annexation.—**

(1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.

(2) Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the office of the city clerk.

(3) An ordinance adopted under this section shall be filed with the clerk of the circuit court and the chief administrative officer of the county in which the municipality is located and with the Department of State within 7 days after the adoption of such ordinance. The ordinance must include a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds.

(4) The method of annexation provided by this section shall be supplemental to any other procedure provided by general or special law, except that this section shall not apply to municipalities in counties with charters which provide for an exclusive method of municipal annexation.

(5) Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.

(6) Not fewer than 10 days prior to publishing or posting the ordinance notice required under subsection (2), the governing body of the municipality must provide a copy of the notice, via certified mail, to the board of the county commissioners of the county wherein the municipality is located. The notice provision provided in this subsection may be the basis for a cause of action invalidating the annexation.

History.—s. 1, ch. 74-190; ss. 4, 5, ch. 75-297; s. 3, ch. 76-176; s. 2, ch. 86-113; s. 1, ch. 90-171; s. 16, ch. 90-279; s. 16, ch. 98-176; s. 3, ch. 2006-218.

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 4, 2019

Agenda Item:

Gulf Coast Dream Cruise / Estero Fest 2020

Description:

Gulf Coast Dream Cruise & Cruis'n for a Cause founders George Zalucki and Sammy Perry will provide information regarding a signature Estero event set for Saturday, February 15, 2020 and present a request for Village Council support as a partner:
1) Funding for the festival (\$3,500); 2) Permitting; 3) Promotion; and 4) Volunteers to support the festival.

Attachments:

1. PowerPoint Presentation



Event Presentation



George Zalucki & Sammy Perry

Founders-Gulf Coast Dream Cruise® & Cruis'n for a Cause

Purpose

- To share our vision of a signature Estero event with Village Council and ask for your support as a partner in bringing something special to our community

Who we are

- Car enthusiasts originally from Michigan
- Love People, Cars, Cruising, Creating & Community
- Successfully created & delivered the 1st annual **Gulf Coast Dream Cruise**[®] in April 2019
- Established our own charitable foundation-**Cruis'n for a Cause**
 - Raised money for the Harry Chapin Food Bank
- After collaborating with Jim Boesch we recognized an opportunity to create a special event in Estero for the community

Our Vision

- To create a **Signature Estero Family Event**, in conjunction with the 2nd Annual **Gulf Coast Dream Cruise**[®], that celebrates Estero community pride.
- The mission of the **Gulf Coast Dream Cruise**[®] is to provide a unique auto enthusiast experience while raising money for charity through **“Cruis’n for a Cause.”**

Gulf Coast Dream Cruise Roots

Event Benefits:

- Brings People together
- Creates Excitement
- Fun for Families
- Giving Back to our Community
- An Event to look forward to Annually

April 15th, 2019 - 1st Annual Gulf Coast Dream Cruise in Estero



GCDC Cruise Facts:

- Almost 300 cars in Attendance
- We were able to donate to the Harry Chapin Food Bank
- Show thrived for almost 7 hours
- Incident Free Event

Esteros 1st Annual Community Event



Come Join the Ultimate Friends & Family Event of 2020!



The 2nd Annual Gulf Coast Dream Cruise

Estero Fest Details

- Date and Time: **Saturday, February 15th from 11am-5pm**
- Location: Estero Community Park
- Center field will be the Dream Cruise “Pit Stop” for a Show-n-Shine
- Live entertainment all day (2 bands and one DJ)
- Food & Beverage
 - Offering a variety of food trucks and ice cream
- Vendor and Sponsor exhibits
- Kids Zone with Bounce House, Games and Face Painting

Dream Cruise Details

- Cruisers meet at Rock Star Harley Davidson at 9am
- Depart Rock Star at 11:00am and follow the cruise route lead by Sheriff
- Arrive at the festival between 11:45-noon
- Spectators line the sidewalks on Corkscrew along the entrance of the Festival to welcome the Cruisers
- Vehicles have a specific entry point to the “Pit Stop” with on-site staff assisting with parking
- Cruis’n for a Cause charity-**Golisano Children's Hospital of SW Florida**

Charity Income

- Cruisers are asked to donate at the starting point
- Corporate Sponsors
- Vendor space
- 50/50 Raffle
- Go Fund Me Charity Platform



LEE MEMORIAL
HEALTH SYSTEM

Festival Costs

- Required Recreation Center and permit fees-\$1100
- Bands and DJ (all day)- \$1200
- Kids Bounce House & Games-\$300
- Signage & Flags-\$500
- Promotional advertising-\$400
- Estimated Total Cost-**\$3500**

Our Ask from the Village

- Funding for the Festival (\$3500)
- Permitting
- Promotion
- Volunteers to support the Festival

Questions?



WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 4, 2019

Agenda Item:

Village of Estero Branding

Description:

The Village of Estero's Consultant, vitalink, will provide an update to Village Council on the current status of the Village of Estero Branding effort. The presentation will focus on updated Village of Estero logo options.

Staff would like to obtain input on the options and identify the preferred option, if consensus among the Council exists.

Attachments:

1. Power Point Presentation



Estero Branding

David Willems & Jeanne Frazer

Background

- Current logo has served the Village well from incorporate through first 4-years
- Estero has established an identity that can now be expressed with a logo
- Estero's Strengths (as identified through surveys)
 - Architectural standards
 - Landscape standards
 - Preservation
 - Estero River
 - Location
 - Shopping

Background

Challenges with current logo

- Large “E” and small “stero” makes scaling up and down difficult
 - When “E” is appropriate size “stero” is too small and unreadable
 - When “stero” is appropriate size “E” is too large
 - Thickness of “stero” makes “E” disappear
- Younger generation can't write or read cursive
- Different font types creates readability challenges

Option 1

Keeps many attributes from current branding/logo

- Sunset, egret & water from Council Chambers
- “Village of” maintained in logo
- Similarities to envelope text we currently use - *The Village of Estero*

Representation of Estero’s strengths

- Tower – Architecture
- Water – Estero River and Ponds
- Leaf – Landscaping & Preservation
- Sunset & Egret – Maintain current branding

Option 1



Option 1



Option 1



Implementation

Babcock Ranch



Implementation

Babcock Ranch



Implementation

Babcock Ranch



Option 2

- Generally the same as Option 1 with “E” more similar to current logo
- Still has some readability issues but improved



Village of
Estero

Option 2



Option 2



Option 3

- Similar to current logo
- Font size and type are more similar
- Still has some readability issues, but improved
- Tells less about Estero
- Not as versatile as other options



Option 3



Option 3



Questions?

