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COVID-19 NOTICE:

The June 2, 2021 Village Council Meeting will be conducted physically in Council Chambers at Village Hall, 9401 Corkscrew Palms Circle, with an opportunity to participate virtually. The meeting will be broadcasted live via the Village of Estero website link: <https://estero-fl.gov/council/watch-meetings-online/>. Access in Council Chambers will be limited in order to comply with the safety instructions relating to COVID-19. Please see page 4 of this agenda for further information and instructions for public participation.

AGENDA

VILLAGE COUNCIL MEETING

9401 Corkscrew Palms Circle, Estero, Florida

June 2, 2021 9:30 a.m.

Village Council: District 1 – Joanne Ribble; District 2 – Larry Fiesel; District 3 – Jon McLain, Vice Mayor; District 4 – Katy Errington, Mayor; District 5 – James Boesch; District 6 – Jim Ward; District 7 – Jim Wilson

1. CALL TO ORDER

INVOCATION – Rabbi Mendy Greenberg Chabad of Bonita Springs & Estero

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PRESENTATION: Councilmember Joanne Ribble - Florida League of Cities' Home Rule HERO Award

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

5. CONSENT AGENDA:

(a) May 19, 2021 Council Meeting Minutes

(b) Financial Report April 2021

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

7. **ACTION ITEMS:**

(a) Via Coconut Point Landscape Design Contract

Recommended Action:

Approve award of Supplemental Task Authorization (STA) – 04 Contract EC 2020-42 to Bruce Howard & Associates under the Village’s Misc. Service Contract CN 2020-01 in the amount of \$60,000.

Approve award of Supplemental Task Authorization (STA) – 03 Contract EC 2020-67 to RWA Engineering under the Village’s Misc. Service Contract CN 2020-01 in the amount of \$11,700.

Also approve a contingency fund amount of \$7,200 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

Authorize the Village Manager to execute the Supplemental Task Authorization and any other related ancillary documents on behalf of the Village of Estero Council.

Financial Impact:

Fiscal impact is \$78,900.00 which includes the contract amounts (Bruce Howard & Associates and RWA Engineering) of \$71,700.00, plus a 10% contingency of \$7,200.00.

The Fiscal Year 2020-2021 CIP budget for The Via Coconut Point Landscaping project is \$276,000. The proposed contracts are within the currently available budget.

(b) Community Development Software Consultant Contract RFI 2020-02 and Resolution 2021-14 Budget Amendment

Resolution 2021-14 of the Village Council of the Village of Estero, Florida, Approving a Budget Amendment for Fiscal Year 2020-2021 to Provide Funding for Consultant Assistance for the Acquisition and Implementation of Community Development Software; and Providing an Effective Date.

Recommended Action: Approve the selection of Provision Inc. as the consultant of record under Request for Information No. RFI 2020-02 Community Development Software Consultant and authorize the Village Manager to negotiate and execute a contract on behalf of the Village of Estero Council for a not-to-exceed amount of \$250,000 which covers an approximate time period of 18 months.

Approve a contingency fund amount of \$25,000 (an amount equal to 10% of the total contract cost) to cover unforeseen circumstances which may occur.

Approve Resolution 2021-14.

Financial Impact: Funds will be made available with a budget amendment to utilize the prior year fund balance for the Building Fee Fund (Account No. 110-245-5246400). Estimated contract cost is \$250,000 plus a \$25,000 contingency fee. This is a multi-year

contract.

8. FIRST READINGS:

(a) Ordinance 2021-04

An Ordinance of the Village Council of the Village of Estero, Florida, Amending the Village Land Development Code to Establish Authority to Appoint Co-Chairpersons to the Planning Zoning and Design Board; Providing A Severability Clause, a General Repealer Clause, and an Effective Date.

Recommended Action: Pass first reading of Ordinance 2021-04 and set second reading for June 16, 2021.

Financial Impact: Minor cost associated with advertising the Ordinance for second reading.

(b) Ordinance 2021-08

An Ordinance of the Village Council of the Village of Estero, Florida, Amending the Village Code, Chapter 28 – Roads and Bridges, Article VI – Commercial Use of Rights-Of-Way, Relating to Dangerous Use of Rights-Of-Way; Providing for the Prohibition of Stopping or Standing in a Median that is not a sufficient Pedestrian Refuge; Providing for the Prohibition of Physical Interaction Between a Pedestrian and an Occupant of a Motor Vehicle that is not Legally Parked; Providing for Conflict; Providing for Severability; Providing for Codification; Providing an Effective Date.

Recommended Action: Pass First Reading and set Second Reading for June 16, 2021 at 9:30 a.m.

Financial Impact: Minor cost associated with advertisement.

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 Items

13. WORKSHOP ITEMS:

(a) FY 21-22 Budget Introduction

(b) RFP for State Legislative & Executive Branch Lobbying Services

(c) Cloud Server Transition

14. ADJOURNMENT

COVID-19 INFORMATION AND INSTRUCTIONS

To view and/or participate in the Village Council Meeting, the following options are available:

- 1) View the meeting online, but not participate: You may watch the meeting via the Village of Estero website link: <https://estero-fl.gov/council/watch-meetings-online/>.
- 2) View the meeting online as indicated above and provide public comment prior to the meeting by utilizing the eComment Card on the Village website: <https://estero-fl.gov/ecomment-cards/>. Please fill out all required information. Comments must be received by noon on Tuesday, June 1, 2021 and they will be distributed to the Council but will not be read at the meeting.
- 3) Council Chambers will be open to the public during the meeting, in accordance with social distancing orders. Public who attend in person may speak during scheduled public comment periods. Participants are recommended to wear their own-supplied mask.

For additional information or for special assistance prior to the meeting, please contact Carol Sacco, Village Clerk at, sacco@estero-fl.gov or 239-221-5035.

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/Executive Assistant, Carol Sacco, 239-221-5035, 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.”

District 1 Councilmember Joanne Ribble honored with Florida League of Cities 2021 Home Rule Hero Award on May 21, 2021



Florida League of Cities Director of Advocacy Allison Payne, Dist. 1 Councilmember Joanne Ribble and Florida League of Cities Member Relations Shwanda Barnette

The Florida League of Cities (FLC) recognized District 1 Councilmember Joanne Ribble with a 2021 Home Rule Hero Award. Ribble earned this prestigious award for her work and advocacy efforts during the 2021 Legislative Session.

Ribble was among a select number of local officials honored for going above and beyond during the 2021 Legislative Session. FLC Director of Legislative Affairs Casey Cook stated, “They made an extraordinary effort, were actively engaged and highly effective in their advocacy efforts.”

Home Rule is the ability for a city to address local problems with local solutions with minimal state interference. Home Rule Hero Award recipients are local government officials, both elected and nonelected, who consistently responded to the League’s request to reach out to members of the legislature and help give a local perspective on an issue.

As District 1 Councilmember, Ribble is liaison to the FLC, the united voice for Florida’s municipal governments. She has also been elected to serve as secretary to the southwest chapter of the League.

Ribble stated, “I am honored by this recognition and grateful to the Village Council for the appointment to be the conduit between this prestigious organization and state legislators.”

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
May 19, 2021 9:30 a.m.**

1. CALL TO ORDER

INVOCATION: Pastor Phil McMillan Ocean Church

PLEDGE OF ALLEGIANCE: Vice Mayor McLain

ROLL CALL: Present: Mayor Katy Errington - District 4, Vice Mayor Jon McLain - District 3, Councilmember Joanne Ribble - District 1, Councilmember Larry Fiesel - District 2, Councilmember Jim Boesch - District 5, Councilmember Jim Ward - District 6, and Councilmember Jim Wilson - District 7.

Also present: Village Manager Steve Sarkozy, Village Attorney Burt Saunders, Deputy Village Manager Kyle Coleman, Community Development Director Mary Gibbs, Public Works Director David Willems, Deputy Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

Motion by: Councilmember Fiesel

Seconded by: Councilmember Ribble

Action: Approved agenda.

Vote: (Roll Call)

Aye: Councilmembers Wilson, Boesch, Fiesel, Ward, Ribble, Vice Mayor McLain, and Mayor Errington.

Nay:

Abstentions:

3. PROCLAMATION

(a) National Safe Boating Week Proclamation

4. PUBLIC COMMENT ON NON-AGENDA ITEMS:

Jim Gilmartin, ECCL
Joe Miceli, Rookery Pointe

Council Questions or Comments:

Councilmembers Wilson, Boesch, Vice Mayor McLain, and Mayor Errington.

5. CONSENT AGENDA

(a) May 5, 2021 Council Meeting Minutes

Motion: Motion to approve the Consent Agenda.

Motion by: Councilmember Boesch

Seconded by: Councilmember Wilson

Action: Approved the Consent Agenda.

Vote: (Roll Call)

Aye: Councilmembers Wilson, Boesch, Fiesel, Ward, Ribble, Vice-Mayor McLain, and Mayor Errington.

Nay:

Abstentions:

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

7. ACTION ITEMS:

(a) Coconut Landing Final Plat

Staff Presentation/Comments:

Steve Sarkozy, Village Manager

Council Questions or Comments:

Vice Mayor McLain.

Public Comments: None.

Motion: Motion to approve the final plat.

Motion by: Vice Mayor McLain

Seconded by: Councilmember Boesch

Action: Approved the final plat.

Vote: (Roll Call)

Aye: Councilmembers Wilson, Boesch, Fiesel, Ward, Ribble, Vice Mayor McLain, and Mayor Errington.

Nay:

Abstentions:

8. PUBLIC COMMENT ON NON-AGENDA ITEMS:

Mark Novitski, ECCL

Council Questions or Comments:

Vice Mayor McLain and Mayor Errington.

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

Councilmembers Wilson, Boesch, Fiesel, Ribble, Vice Mayor McLain, and Mayor Errington.

Staff Presentation/Comments:

Steve Sarkozy, Village Manager

Burt Saunders, Village Attorney

10. VILLAGE ATTORNEY'S REPORT:

Burt Saunders, Village Attorney

Council Questions or Comments:

Councilmember Boesch and Mayor Errington.

11. VILLAGE MANAGER'S REPORT: None.

Adjourn Regular Session at 10:28 am and Convene Workshop Item at 10:41 am

12. WORKSHOP ITEMS:

(a) 2021/2022 Budget and Capital Improvement Program (CIP) Preliminary Discussion

Staff Presentation/Comments:

Steve Sarkozy, Village Manager

David Willems. Public Works Director

Council Questions or Comments:

Councilmembers Ward, Boesch, Fiesel, Ribble, Wilson, Vice Mayor McLain, and Mayor Errington.

Public Comments:
Gordon Brown, Pelican Sound

14. ADJOURNMENT at 11:44 am

ATTEST:

By: _____
Carol Sacco, Village Clerk

(td/CS)

VILLAGE OF ESTERO, FLORIDA

By: _____
Katy Errington, Mayor

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 2, 2021

Agenda Item:

Financial Report for the month ended April 30, 2021.

Description:

This financial report provides details of operations for the month ending April 30, 2021 which is the six month of the 2020-2021 fiscal year. Activity year to date is trending in linewith the budget through the second quarter of the fiscal year.

- *Ad valorem (real estate) taxes:* approximately \$121,000 was received this month. Collection of ad valorem taxes through April represents 99% of budget, and this collection rate is consistent with collections in 2020.
- *Debt Service:* Debt service payment in the amount of \$1,023,144 was made in April, consisting of annual principal of \$670,459 and semi-annual interest of \$352,685.
- *Reserved Funds:* \$5,596,700 in operating reserve funds; \$670,000 in litigation deference reserve funds and \$148,000 in major road maintenance reserve funds.
- *Debt Reduction Funding:* \$5,303,930 has been allocated for Debt Reduction funding.
- *Available funds:* total funds categorized as available are \$26,729,191.

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 April 2021

	Current Month <u>Actual</u>	2020-2021 Year to Date <u>Actual</u>	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget <u>Variance</u>	2020-2021 Year to Date <u>Percentage</u>	2019-2020 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2019-2020 12 Months <u>Actual</u>
Ad Valorem Taxes	121,427	5,021,646	5,075,000	(53,354)	99%	4,933,904	87,742	5,054,886
Local Communications Srvs Tax	70,607	427,889	891,700	(463,811)	48%	462,406	(34,518)	909,318
Local Business Tax	481	4,998	21,900	(16,902)	23%	5,149	(151)	19,624
Franchise Fees-Electric	163,377	1,006,210	2,130,400	(1,124,190)	47%	1,041,045	(34,835)	2,121,895
Franchise Fees-Solid Waste	-	41,259	161,100	(119,841)	26%	39,882	1,377	158,137
Rev Sharing Sales tax	48,706	340,942	412,300	(71,358)	83%	341,630	(687)	583,901
Mobile Home License	39	2,297	2,800	(503)	82%	1,834	463	2,809
Alcohol Beverage Tax	28,308	33,161	32,300	861	103%	745	32,416	33,987
Half Cent Sales Tax	263,807	1,488,532	1,919,800	(431,268)	78%	1,454,025	34,507	2,675,131
Fines & Forfeitures	20	191	500	(309)	38%	515	(324)	920
Interest Income	370	2,029	32,400	(30,371)	6%	170,567	(168,538)	183,392
Rental income	-	21,000	36,000	(15,000)	58%	35,000	(14,000)	51,000
Miscellaneous Revenue	-	8,854	25,000	(16,146)	35%	253	8,602	11,710
Administrative Fee	1,705	12,761	20,000	(7,239)	64%	40,318	(27,557)	54,171
Cost Recovery-Admin Charge	1,000	6,550	10,000	(3,450)	66%	8,950	(2,400)	14,000
Lee Cty Clerk Recording Fees	-	-	-	-	0%	-	-	5,208
Dev & Zoning-Fixed Fees	6,911	42,327	45,000	(2,673)	94%	29,256	13,071	52,869
Dev & Zoning-Cost Recovery Fee	8,273	64,151	48,800	15,351	131%	13,895	50,256	47,619
Planning-Miscellaneous Revenue	7,076	35,641	-	35,641	100%	21,881	13,761	39,860
Code Comp & Contractor License	1,090	1,434	7,000	(5,566)	20%	32,040	(30,607)	32,242
Local Option Gas Tax-1-6 Cent	43,757	251,633	432,500	(180,867)	58%	259,558	(7,926)	496,117
ROW Permits	400	900	1,500	(600)	60%	650	250	2,750
Rev Sharing-Fuel Tax	14,230	99,609	123,400	(23,791)	81%	100,038	(429)	170,815
FDOT US 41 Light Maintenance	-	-	122,080	(122,080)	0%	-	-	118,525
Covid Cares-Covid	-	539,919	411,600	128,319	131%	-	539,919	42,034
WCIND Marine Patrol Revenue	-	-	11,860	(11,860)	0%	544	(544)	544
FEMA-Federal Share	-	-	-	-	0%	6,547	(6,547)	6,547
FEMA-State Share	-	-	-	-	0%	(3,273)	3,273	(3,273)
Total Revenues-General Fund	781,585	9,453,932	11,974,940	(2,521,008)	79%	8,997,358	456,574	12,886,737
Building Fees	84,978	525,296	979,000	(453,704)	54%	691,787	(166,491)	1,147,131
Surcharge Fee Retained	733	1,348	3,300	(1,952)	41%	1,669	(320)	3,329
Convenience Fee	3,104	18,302	15,000	3,302	122%	14,934	3,368	28,982
Interest income	13	82	1,000	(918)	8%	2,679	(2,597)	3,051
	-	-	-	-		-	-	-
Total Revenues-Building Fee Fund	88,829	545,029	998,300	(453,272)	55%	711,069	(166,040)	1,182,493
Interest Income	105	606	10,000	(9,394)	6%	36,444	(35,838)	38,645
Proceeds from Sale of Asset	-	-	-	-	0%	-	-	996,685
	-	-	-	-		-	-	-
Total Revenues-Debt Serv	105	606	10,000	(9,394)	6%	36,444	(35,838)	1,035,330



Village of Estero
 Budget Report-All Funds
 For the Month Ending April 2021

	Current Month <u>Actual</u>	2020-2021 Year to Date <u>Actual</u>	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget <u>Variance</u>	2020-2021 Year to Date <u>Percentage</u>	2019-2020 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2019-2020 12 Months <u>Actual</u>
Local Option Gas Tax 1-5 Cent	30,986	184,561	316,000	(131,439)	58%	190,259	(5,698)	361,467
Interest Income-Gas Tax	26	142	5,910	(5,768)	2%	5,178	(5,036)	5,933
Lee Cty Funding-Estero Prkway	-	-	2,196,000	(2,196,000)	0%	-	-	-
Developer Contributions-Inters	20,767	201,420	974,600	(773,180)	21%	-	201,420	89,307
FDOT Funding-US 41 Landscaping	-	-	134,490	(134,490)	0%	-	-	652,566
Road Imp Fee-Residential	35,736	253,180	200,000	53,180	127%	422,868	(169,688)	549,336
Road Imp Fees-Commercial	-	80,394	200,000	(119,606)	40%	304,061	(223,668)	590,570
Interest Income-Rd Impact	149	865	30,930	(30,065)	3%	64,587	(63,723)	68,164
Interest Income-Com Prk Impact	2	10	470	(460)	2%	8,620	(8,610)	8,988
Interest Income-Reg Prk Impact	-	-	-	-	0%	7,595	(7,595)	7,915
Interest Inc-Com Prk Contri	2	10	100	(90)	10%	320	(310)	363
Interest Inc-Public Land	2	14	970	(956)	1%	1,345	(1,331)	1,510
Park Imp Fees-Residential	5,488	29,302	60,000	(30,698)	49%	50,655	(21,353)	62,935
Park Imp Fee-Commercial	-	9,296	110,000	(100,704)	8%	223,104	(213,808)	230,076
Interest Income-Park Imp	8	43	3,620	(3,577)	1%	1,466	(1,424)	1,639
	-	-	-	-		-	-	-
Total Revenues-Capital Projects Fund	93,166	759,235	4,233,090	(3,473,855)	18%	1,280,060	(520,825)	2,630,770
	-	-	-	-		-	-	-
Total Revenues-All Funds	963,684	10,758,802	17,216,330	(6,457,528)	62%	11,024,930	(266,129)	17,735,329
Debt Serv Fd Trans from Gen Fd	-	2,515,197	2,515,800	(603)	100%	2,515,197	-	2,515,197
Proceeds from Debt Issue	-	-	-	-	0%	-	-	-
Cap Projects Trans from Gen Fd	110,666	1,117,795	3,837,010	(2,719,215)	29%	2,065,248	(947,452)	5,162,053
Cap Project Trans fromDebtServ	-	-	-	-	0%	-	-	1,000,000
	-	-	-	-	0%	-	-	-
	-	-	-	-		-	-	-
Total Revenues and Other Financing Sources-All Funds	1,074,350	14,391,794	23,569,140	(9,177,346)	61%	15,605,376	(1,213,581)	26,412,580
Executive Salaries	10,356	72,343	124,300	51,957	58%	72,495	152	124,277
FICA Taxes	792	5,534	9,600	4,066	58%	5,546	12	9,507
Workers Comp	-	104	300	196	35%	55	(49)	183
Unemployment Comp	225	1,062	2,000	938	53%	837	(225)	1,574
Travel and Per Diem	24	77	22,000	21,923	0%	1,989	1,911	2,011
Books Pub & Memberships	(250)	5,684	5,000	(684)	114%	5,332	(352)	5,385
Training	-	16	2,000	1,984	1%	1,929	1,913	1,629
	-	-	-	-		-	-	-
<i>Total Village Council</i>	<i>11,147</i>	<i>84,821</i>	<i>165,200</i>	<i>80,379</i>	<i>51%</i>	<i>88,182</i>	<i>3,361</i>	<i>144,566</i>



Village of Estero
 Budget Report-All Funds
 For the Month Ending April 2021

	Current Month <u>Actual</u>	2020-2021 Year to Date <u>Actual</u>	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget <u>Variance</u>	2020-2021 Year to Date <u>Percentage</u>	2019-2020 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2019-2020 12 Months <u>Actual</u>
Executive Salary	15,383	109,822	204,700	94,878	54%	107,050	(2,773)	201,497
Car Allowance	554	3,956	7,200	3,244	55%	3,996	40	7,239
Regular Salaries & Wages	15,460	104,283	162,400	58,117	64%	76,113	(28,171)	152,524
FICA Taxes	2,378	13,819	24,400	10,581	57%	11,575	(2,244)	22,950
Retirement Contributions	3,023	22,208	38,600	16,392	58%	17,400	(4,808)	32,459
Group Insurance	6,735	55,227	84,000	28,773	66%	44,209	(11,018)	70,324
Worker's Compensation	-	277	800	523	35%	128	(150)	426
Unemployment Comp	95	661	900	239	73%	523	(138)	1,032
Miscellaneous Professional Srv	-	7,750	75,000	67,250	10%	2,375	(5,375)	6,950
Contractual Srvs-Adm Assist	675	675	-	(675)	100%	-	(675)	-
Communication Services	2,625	18,375	32,760	14,385	56%	18,375	-	31,500
Miscellaneous Contractual Srvs	-	-	35,000	35,000	0%	-	-	1,900
Travel & Per Diem	-	474	12,000	11,526	4%	3,462	2,988	3,462
Public Relations	750	5,250	15,000	9,750	35%	12,549	7,299	16,708
Books Pub & Memberships	-	1,314	3,000	1,686	44%	960	(354)	2,600
Training	-	1,865	4,000	2,135	47%	185	(1,680)	185
<i>Total Village Manager</i>	<u>47,677</u>	<u>345,957</u>	<u>699,760</u>	<u>353,803</u>	49%	<u>298,899</u>	<u>(47,058)</u>	<u>551,757</u>
Village Attorney	24,927	99,984	150,000	50,016	67%	90,250	(9,735)	173,217
Land Use Legal	6,647	38,241	85,000	46,759	45%	28,112	(10,129)	81,163
Comprehensive Plan Legal	-	-	15,000	15,000	0%	2,115	2,115	2,115
Code Enforcement Legal	86	151	12,000	11,850	1%	7,031	6,880	7,676
Land Dev Code Legal	-	12,890	15,000	2,110	86%	12,444	(446)	20,706
Other Special Legal	-	-	-	-	0%	4,449	4,449	4,449
-	-	-	-	-	0%	-	-	-
-	-	-	-	-	-	-	-	-
<i>Total Village Attorney</i>	<u>31,660</u>	<u>151,266</u>	<u>277,000</u>	<u>125,734</u>	55%	<u>144,401</u>	<u>(6,865)</u>	<u>289,325</u>
Regular Salaries & Wages	2,775	20,457	131,600	111,143	16%	71,941	51,484	103,836
FICA Taxes	212	1,565	10,100	8,535	15%	5,485	3,920	7,919
Retirement Contributions	-	-	10,500	10,500	0%	4,921	4,921	6,459
Group Insurance	-	-	15,000	15,000	0%	7,781	7,781	9,033
Worker's Compensation	-	104	300	196	35%	55	(49)	183
Unemployment Compensation	59	317	600	283	53%	288	(30)	520
Codification	-	3,025	25,000	21,975	12%	4,840	1,815	4,840
Election Services	15,724	15,724	70,000	54,276	22%	-	(15,724)	-
Travel & Per Diem	-	-	1,000	1,000	0%	-	-	-
Legal Notices	-	2,770	5,000	2,230	55%	533	(2,236)	2,435
Book, Pub & Membership	-	150	500	350	30%	170	20	170
Training	225	304	100	(204)	304%	-	(304)	-
-	-	-	-	-	-	-	-	-
<i>Total Village Clerk</i>	<u>18,995</u>	<u>44,415</u>	<u>269,700</u>	<u>225,285</u>	16%	<u>96,014</u>	<u>51,598</u>	<u>135,395</u>



Village of Estero
 Budget Report-All Funds
 For the Month Ending April 2021

	Current Month <u>Actual</u>	2020-2021 Year to Date <u>Actual</u>	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget <u>Variance</u>	2020-2021 Year to Date <u>Percentage</u>	2019-2020 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2019-2020 12 Months <u>Actual</u>
Regular Salaries & Wages	10,853	99,459	283,100	183,641	35%	139,989	40,530	260,266
FICA Taxes	830	7,559	21,700	14,141	35%	10,588	3,029	19,690
Retirement Contributions	-	2,308	13,100	10,792	18%	6,163	3,855	11,206
Group Insurance	-	6,057	23,700	17,643	26%	12,421	6,363	19,767
Worker's Compensation	-	208	600	392	35%	91	(117)	304
Unemployment Compensation	109	623	1,100	477	57%	524	(99)	951
Accounting Services	3,603	45,627	5,000	(40,627)	913%	-	(45,627)	-
Auditing & Actuarial Services	-	24,500	38,000	13,500	64%	30,250	5,750	31,000
Travel & Per Diem	-	-	1,200	1,200	0%	-	-	-
Books, Publications & Members	-	293	800	507	37%	-	(293)	779
Training	-	-	1,200	1,200	0%	535	535	1,504
	-	-	-	-	0%	-	-	-
	-	-	-	-	-	-	-	-
<i>Total Finance</i>	<u>15,395</u>	<u>186,634</u>	<u>389,500</u>	<u>202,866</u>	48%	<u>200,561</u>	<u>13,927</u>	<u>345,467</u>
Regular Salaries & Wages	20,153	127,299	187,500	60,201	68%	108,493	(18,806)	192,688
FICA Taxes	1,513	9,597	14,400	4,803	67%	8,189	(1,409)	14,477
Retirement Contributions	3,059	16,263	19,700	3,437	83%	9,389	(6,874)	17,071
Group Insurance	5,073	35,097	37,300	2,203	94%	18,642	(16,455)	31,074
Worker's Compensation	-	1,075	2,300	1,225	47%	492	(583)	1,644
Unemployment Compensation	95	599	600	1	100%	457	(142)	811
Land Development Code	6,880	44,329	40,000	(4,329)	111%	57,725	13,396	130,680
Comp Plan/Land Dev Regulations	-	-	30,000	30,000	0%	16,830	16,830	16,830
Growth Model Srvs	-	-	10,000	10,000	0%	-	-	-
Development Srvcs Manager	1,700	13,900	85,000	71,100	16%	19,359	5,459	50,817
Misc Professional Services	-	-	65,000	65,000	0%	210	210	210
Economic Development	-	27,500	60,000	32,500	46%	27,500	-	27,500
Travel & Per Diem	138	138	2,000	1,862	7%	-	(138)	-
Legal Notices-Plan & Zoning	-	3,861	6,000	2,139	64%	2,704	(1,157)	2,953
Books, Pub & Memberships	3,319	4,031	5,000	969	81%	3,604	(427)	4,329
Training	-	-	600	600	0%	50	50	218
	-	-	-	-	0%	-	-	-
	-	-	-	-	-	-	-	-
<i>Total Development Services</i>	<u>41,930</u>	<u>283,690</u>	<u>565,400</u>	<u>281,710</u>	50%	<u>273,643</u>	<u>(10,047)</u>	<u>491,303</u>
Cost Recovery-Wages	7,559	51,531	43,900	(7,631)	117%	9,830	(41,701)	25,904
Cost Recovery FICA Taxes	564	3,861	3,400	(461)	114%	742	(3,119)	1,950
Cost Recovery Worker's Comp	-	-	1,200	1,200	0%	-	-	-
Cost Recovery Unemploy Comp	-	-	300	300	0%	-	-	-
Cost Recovery Prof Services	150	8,759	-	(8,759)	100%	3,324	(5,435)	19,765
Planning & Zoning-Fixed Fee	30,088	170,061	350,000	179,939	49%	123,834	(46,227)	290,787
Filing Fees and Charges	-	-	-	-	0%	-	-	5,289
	-	-	-	-	0%	-	-	-
	-	-	-	-	-	-	-	-
<i>Planning, Zoning and Development Review Services</i>	<u>38,360</u>	<u>234,212</u>	<u>398,800</u>	<u>164,588</u>	59%	<u>137,729</u>	<u>(96,483)</u>	<u>343,695</u>



Village of Estero
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 For the Month Ending April 2021

	Current Month <u>Actual</u>	2020-2021 Year to Date <u>Actual</u>	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget <u>Variance</u>	2020-2021 Year to Date <u>Percentage</u>	2019-2020 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2019-2020 12 Months <u>Actual</u>
Special Magistrate Srvs	913	3,950	16,000	12,050	25%	7,263	3,313	8,913
Code Compliance Contract Srvs	12,632	71,396	154,000	82,604	46%	68,500	(2,896)	139,621
Other Chrges-Filing Fees	29	50	1,200	1,151	4%	299	250	311
	-	-	-	-	0%	-	-	-
	-	-	-	-	-	-	-	-
<i>Total Code Compliance Services</i>	<u>13,573</u>	<u>75,396</u>	<u>171,200</u>	<u>95,805</u>	44%	<u>76,061</u>	<u>666</u>	<u>148,845</u>
Lee Cty Animal Control Srvs	-	-	38,000	38,000	0%	18,966	18,966	37,932
	-	-	-	-	-	-	-	-
<i>Total Animal Control</i>	<u>-</u>	<u>-</u>	<u>38,000</u>	<u>38,000</u>	0%	<u>18,966</u>	<u>18,966</u>	<u>37,932</u>
Flood Plain-Com Rating System	5,000	16,824	150,000	133,176	11%	17,798	974	27,031
NPDES Compliance	-	-	5,000	5,000	0%	930	930	983
Water Level & Quality Monitor	1,585	39,951	130,000	90,049	31%	11,566	(28,385)	57,467
Water & Sewer Expansion	-	-	257,400	257,400	0%	37,505	37,505	-
Estero River Maintenance	-	250	30,000	29,750	1%	30,828	30,578	50,060
Miscellaneous Stormwate Maint	-	12,373	123,500	111,128	10%	-	(12,373)	51,150
Water Quality Joint Advocacy	-	5,000	5,000	-	100%	5,000	-	5,000
	-	-	-	-	0%	-	-	-
	-	-	-	-	0%	-	-	-
	-	-	-	-	0%	-	-	-
	-	-	-	-	-	-	-	-
<i>Total Public Works/ Physical Environment</i>	<u>6,585</u>	<u>74,397</u>	<u>700,900</u>	<u>626,503</u>	11%	<u>103,626</u>	<u>29,229</u>	<u>191,691</u>



Village of Estero
 Budget Report-All Funds
 For the Month Ending April 2021

	Current Month <u>Actual</u>	2020-2021 Year to Date <u>Actual</u>	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget <u>Variance</u>	2020-2021 Year to Date <u>Percentage</u>	2019-2020 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2019-2020 12 Months <u>Actual</u>
Public Works Wages	12,994	92,256	186,600	94,344	49%	89,007	(3,248)	167,086
FICA Taxes	950	6,745	14,300	7,555	47%	6,529	(216)	12,272
Retirement Contribution	1,006	7,182	13,400	6,218	54%	6,334	(848)	11,517
Group Insurance	2,803	23,072	35,200	12,128	66%	18,493	(4,578)	29,476
Worker's Compensation	-	1,699	5,100	3,401	33%	1,002	(696)	3,349
Unemployment Compensation	59	403	600	197	67%	459	56	808
Traffic Counts	-	6,250	16,500	10,250	38%	-	(6,250)	11,760
Coconut Traffic Study	-	-	-	-	0%	1,476	1,476	-
Village Traffic Study	-	-	-	-	0%	5,380	5,380	-
Misc Professional Services	24,345	59,839	50,000	(9,839)	120%	32,183	(27,656)	163,910
Misc Engineering Srvc	-	683	-	(683)	100%	5,625	4,942	-
Misc Construction Services	6,900	14,915	60,000	45,085	25%	-	(14,915)	78,531
Bridge Maintenance	-	-	10,000	10,000	0%	-	-	-
Irrigation Maintenance	585	2,890	-	(2,890)	100%	11,189	8,299	13,619
Landscape Maintenance	-	2,020	138,600	136,580	1%	7,040	5,020	19,125
Minor Paving Services	-	-	-	-	0%	28,191	28,191	-
Mowing Maintenance	10,725	58,700	-	(58,700)	100%	35,910	(22,790)	101,230
Ditch Maintenance	-	-	-	-	0%	23,850	23,850	-
Street Light Maintenance	-	3,988	65,100	61,112	6%	17,557	13,568	25,862
Street Sweeping Services	1,400	8,720	22,000	13,280	40%	8,800	80	19,510
Traffic Sign Maintenance	1,849	1,849	-	(1,849)	100%	2,620	771	4,180
Traffic Signal Maintenance	1,251	16,868	5,000	(11,868)	337%	2,418	(14,450)	4,836
Right-of-Way Permit Review	1,702	8,785	15,000	6,215	59%	2,555	(6,230)	6,114
Railroad Maintenance	-	18,000	18,000	-	100%	18,000	-	18,000
Misc Landscape Projects	-	1,599	-	(1,599)	100%	7,640	6,041	-
Sandy Lane Bridge Maint/Access	18,890	18,890	-	(18,890)	100%	-	(18,890)	-
Resurf/Drainage-Poinciana Trai	-	51,857	103,870	52,013	50%	-	(51,857)	386,370
Road Maintenance	400	400	120,000	119,600	0%	-	(400)	-
US41 Traffic Signal Maint	-	-	30,000	30,000	0%	-	-	-
US41 Landscape Maint	-	-	22,900	22,900	0%	-	-	-
Travel	223	1,139	5,000	3,861	23%	2,161	1,022	4,066
Communications	44	252	500	248	50%	238	(14)	512
Utilities	4,205	27,967	35,270	7,303	79%	20,414	(7,553)	40,890
Equipment & leases	212	1,454	2,500	1,046	58%	1,241	(213)	2,151
Street Light Insurance	-	6,429	16,500	10,072	39%	-	(6,429)	3,214
Operating Supplies	24	1,307	3,000	1,693	44%	1,337	30	1,603
Books, Publications & Members	-	210	1,500	1,290	14%	-	(210)	1,187
Training	-	427	2,000	1,573	21%	349	(78)	349
	-	-	-	-	0%	-	-	-
	-	-	-	-	-	-	-	-
<i>Total Public Works/ Transportation</i>	<i>90,567</i>	<i>446,793</i>	<i>998,440</i>	<i>551,647</i>	<i>45%</i>	<i>357,999</i>	<i>(88,795)</i>	<i>1,131,528</i>



Village of Estero
 Budget Report-All Funds
 For the Month Ending April 2021

	Current Month <u>Actual</u>	2020-2021 Year to Date <u>Actual</u>	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget <u>Variance</u>	2020-2021 Year to Date <u>Percentage</u>	2019-2020 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2019-2020 12 Months <u>Actual</u>
Webmaster Srvs & Maintenance	500	3,147	9,000	5,854	35%	3,525	379	8,030
Software Licensing	8,268	18,582	30,000	11,418	62%	17,929	(653)	32,575
Information Technology Srvs	11,773	61,993	125,000	63,007	50%	60,582	(1,411)	130,296
Tech Development Services	-	-	-	-	0%	6,394	6,394	8,525
Small tools & equipment	-	-	13,800	13,800	0%	-	-	-
Capital Outlay	-	-	10,000	10,000	0%	-	-	4,416
	-	-	-	-	0%	-	-	-
<i>Total Information Technology</i>	<u>20,541</u>	<u>83,722</u>	<u>187,800</u>	<u>104,078</u>	45%	<u>88,430</u>	<u>4,708</u>	<u>183,842</u>
Lee Cty Law Enforcement	192	2,880	10,000	7,120	29%	2,768	(112)	4,124
	-	-	-	-	-	-	-	-
<i>Total Law Enforcement/ Security</i>	<u>192</u>	<u>2,880</u>	<u>10,000</u>	<u>7,120</u>	29%	<u>2,768</u>	<u>(112)</u>	<u>4,124</u>
Parks Master Plan	-	-	-	-	0%	40,445	40,445	40,445
YMCA Operating Agreement	4,990	36,930	63,000	26,070	59%	-	(36,930)	26,750
Utilities	301	3,524	6,000	2,476	59%	1,548	(1,976)	5,668
Equipment Rent & Leases	559	559	1,100	541	51%	-	(559)	667
Repairs & Maint	-	2,350	20,000	17,651	12%	4,913	2,563	21,314
	-	-	-	-	0%	-	-	-
	-	-	-	-	0%	-	-	-
	-	-	-	-	-	-	-	-
<i>Total Parks & Recreation</i>	<u>5,850</u>	<u>43,363</u>	<u>90,100</u>	<u>46,737</u>	48%	<u>46,906</u>	<u>3,543</u>	<u>94,844</u>
Lobbying Services	2,500	15,000	30,000	15,000	50%	15,000	-	30,000
State Administrative Fees	2,810	5,846	9,500	3,654	62%	3,405	(2,441)	9,360
Tax Collector Fees	-	1,850	3,750	1,900	49%	1,818	(32)	1,818
Audio Visual Services	2,485	18,306	46,000	27,694	40%	14,233	(4,074)	26,136
Misc Contractual Srvc	-	-	250,000	250,000	0%	-	-	-
Communications	543	2,433	5,000	2,567	49%	2,027	(406)	4,251
Freight & Postage	153	1,291	3,500	2,209	37%	1,152	(140)	2,171
Utilities	1,668	14,941	17,500	2,559	85%	8,390	(6,551)	15,671
Equipment Rental & Leases	1,019	7,136	10,000	2,864	71%	5,496	(1,639)	9,433
Office Lease-Corkscrew Palms	19,104	133,653	257,400	123,747	52%	134,057	404	230,016
Insurance	-	33,083	78,700	45,617	42%	38,940	5,857	74,952
Repairs & Maintenance	1,400	8,495	20,000	11,505	42%	8,158	(337)	16,970
Printing	-	-	1,500	1,500	0%	146	146	146
Contingency	-	-	154,200	154,200	0%	-	-	-
Office Supplies	491	2,587	6,500	3,913	40%	2,693	106	4,214
Operating Supplies	11,875	26,706	11,000	(15,706)	243%	5,100	(21,606)	12,143
Books Pub & Membership	-	-	2,000	2,000	0%	-	-	141
Capital Outlay	-	350	-	(350)	100%	-	(350)	-
	-	-	-	-	100%	-	-	-
	-	-	-	-	-	-	-	-
<i>Total General Government</i>	<u>44,049</u>	<u>271,676</u>	<u>906,550</u>	<u>634,874</u>	30%	<u>240,613</u>	<u>(31,063)</u>	<u>437,421</u>



Village of Estero
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	Current Month <u>Actual</u>	2020-2021 Year to Date <u>Actual</u>	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget <u>Variance</u>	2020-2021 Year to Date <u>Percentage</u>	2019-2020 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2019-2020 12 Months <u>Actual</u>
Covid Contractual Expenditures	-	192,496	185,400	(7,096)	104%	-	(192,496)	-
Repair and Maintenance	690	3,690	-	(3,690)	100%	-	(3,690)	3,690
Covid Supplies	-	304,409	226,200	(78,209)	135%	-	(304,409)	499
Capital Outlay	-	-	-	-	0%	-	-	37,990
Total COVID	690	500,595	411,600	(88,995)	122%	-	(500,595)	42,179
Lee Cty Marine Patrol	1,088	1,088	43,860	42,772	2%	544	(544)	544
Total Lee County Marine Patrol	1,088	1,088	43,860	42,772	2%	544	(544)	544
IRMA-Professional Service	-	-	10,000	10,000	0%	-	-	-
IRMA Debris Removal	-	-	-	-	0%	69,504	69,504	69,504
	-	-	-	-	0%	-	-	-
	-	-	-	-	0%	-	-	-
	-	-	-	-	0%	-	-	-
Total Hurricane Irma	-	-	10,000	10,000	0%	69,504	69,504	69,504
Total Expenditures-General Fund	388,299	2,830,904	6,333,810	3,502,906	45%	2,244,845	(586,059)	4,643,959
Building Service Contract	85,244	487,072	954,100	467,028	51%	471,071	(16,001)	953,569
Laserfische Software	-	8,214	8,100	(114)	101%	8,088	(126)	8,088
Building IT Contract Services	501	2,637	5,300	2,663	50%	2,577	(60)	5,542
Inkforce Software	1,275	7,650	15,300	7,650	50%	7,650	-	15,300
Communications	254	855	1,400	545	61%	670	(185)	1,405
Freight & Postage	38	374	600	226	62%	352	(22)	636
Utilities	83	1,392	3,000	1,608	46%	1,564	172	2,970
Equipment Lease	860	5,883	9,800	3,917	60%	5,364	(520)	9,270
Office Lease-Corkscrew Palms	3,913	27,375	52,800	25,425	52%	27,457	83	47,112
Repairs & Maintenance	165	1,133	3,800	2,667	30%	1,278	145	2,479
Credit Card Fees	3,422	18,117	27,800	9,683	65%	16,317	(1,800)	30,161
Office Supplies	191	1,441	3,000	1,559	48%	1,843	402	2,829
Operating Supplies	-	70	4,800	4,730	1%	3,450	3,380	3,618
	-	-	-	-	0%	-	-	-
	-	-	-	-	-	-	-	-
Total Expenditures-Building Fee Fund	95,947	562,213	1,089,800	527,587	52%	547,681	(14,532)	1,082,979
Principal Payments	670,459	670,459	670,460	1	100%	644,610	(25,849)	1,641,295
Interest Expense	352,685	720,613	745,340	24,727	97%	770,587	49,974	770,587
	-	-	-	-	0%	-	-	-
	-	-	-	-	-	-	-	-
Total Expenditures-Debt Service	1,023,144	1,391,072	1,415,800	24,728	98%	1,415,197	24,125	2,411,882



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Estero Parkway Improvements	87,799	3,490,091	3,186,560	(303,531)	110%	1,132,430	(2,357,660)	4,688,942
River Ranch Rd Improvements	5,930	47,553	310,000	262,448	15%	22,913	(24,640)	145,702
Corkscrew Rd Widening	3,340	18,615	300,000	281,385	6%	-	(18,615)	32,507
Via Coconut Pt Street Lights	-	-	205,200	205,200	0%	-	-	-
Williams Rd Street Lights	-	-	57,000	57,000	0%	-	-	-
River Ranch Rd Street Lights	-	-	30,500	30,500	0%	-	-	-
Broadway Ave East Street Light	-	-	12,900	12,900	0%	-	-	-
Sandy Lane Street Lights	-	-	28,600	28,600	0%	-	-	-
	-	-	-	-	0%	-	-	-
<i>Total Roadway Projects</i>	<u>97,069</u>	<u>3,556,258</u>	<u>4,130,760</u>	<u>574,502</u>	<u>86%</u>	<u>1,155,343</u>	<u>(2,400,915)</u>	<u>4,867,151</u>
US41-Pelican Sound Inte Improv	-	-	132,000	132,000	0%	-	-	-
Corkscrew Rd Signal-Puente Ln	-	280	1,634,950	1,634,670	0%	46,428	46,148	76,847
Williams Rd Intersection Impro	-	-	300,000	300,000	0%	22,141	22,141	33,353
Williams Rd High School Turn	-	83,791	-	(83,791)	100%	3,744	(80,047)	423,462
Coconut Rd Improvements	-	-	117,000	117,000	0%	-	-	29,441
	-	-	-	-	-	-	-	-
<i>Total Intersection Improve Proj</i>	<u>-</u>	<u>84,071</u>	<u>2,183,950</u>	<u>2,099,879</u>	<u>4%</u>	<u>72,313</u>	<u>(11,758)</u>	<u>563,103</u>
Coconut Rd Crosswalks	6,832	62,297	150,000	87,703	42%	34,727	(27,570)	41,978
Williams Rd Bike/Sidewalks	4,050	4,050	150,000	145,950	3%	-	(4,050)	-
Intersect Safety Improv Study	-	-	110,000	110,000	0%	-	-	-
Sandy Ln Bike-Ped Improv	-	-	438,780	438,780	0%	-	-	-
Broadway E Shared Use Path	-	-	245,700	245,700	0%	-	-	-
Broadway W Bus Stop Improv	734	8,484	-	(8,484)	100%	-	(8,484)	2,650
<i>Total Bicycle & Ped Improv Proj</i>	<u>11,616</u>	<u>74,831</u>	<u>1,094,480</u>	<u>1,019,649</u>	<u>7%</u>	<u>34,727</u>	<u>(40,104)</u>	<u>44,628</u>
US 41 FDOT Landscape	-	-	199,600	199,600	0%	-	-	-
US 41 Landscaping Enhancement	6,335	27,976	114,790	86,814	24%	762,086	734,110	800,988
Corkscrew Rd Landscape	5,400	5,400	-	(5,400)	100%	-	(5,400)	-
Monument Sign/Branding	-	-	-	-	0%	9,279	9,279	9,279
US 41 Monument Signs	-	-	156,000	156,000	0%	-	-	-
Three Oaks Prkwy Monument Signs	-	-	156,000	156,000	0%	-	-	-
Via Coconut Pt Landscap Improv	-	3,500	276,000	272,500	1%	31,500	28,000	62,390
Ben Hill Griff Pkwy Landsc Imp	8,967	8,967	130,000	121,033	7%	-	(8,967)	-
I-75 Interchange Landscaping	-	-	60,000	60,000	0%	-	-	-
Williams Rd Landscape Improv	-	-	143,000	143,000	0%	-	-	-
<i>Total Landscaping & Beauti Proj</i>	<u>20,702</u>	<u>45,843</u>	<u>1,235,390</u>	<u>1,189,547</u>	<u>4%</u>	<u>802,865</u>	<u>757,022</u>	<u>872,657</u>
Estero on River Master Plan	-	17,325	252,000	234,675	7%	-	(17,325)	24,750
Estero Com Prk Master Plan	-	-	150,000	150,000	0%	-	-	-
Estero Com Prk Expansion	-	-	738,000	738,000	0%	-	-	-
<i>Total Parks & Recreation Proj</i>	<u>-</u>	<u>17,325</u>	<u>1,140,000</u>	<u>1,122,675</u>	<u>2%</u>	<u>-</u>	<u>(17,325)</u>	<u>24,750</u>
Villages of Country Crk Bypass	-	-	192,000	192,000	0%	-	-	-
Dry Crk Bed Sediment Removal	-	-	150,000	150,000	0%	-	-	-
Estero Rvr Sediment Removal	-	-	30,000	30,000	0%	-	-	-
<i>Total Stormwater Projects</i>	<u>-</u>	<u>-</u>	<u>372,000</u>	<u>372,000</u>	<u>0%</u>	<u>-</u>	<u>-</u>	<u>-</u>



Village of Estero
 Budget Report-All Funds
 For the Month Ending April 2021

	Current Month <u>Actual</u>	2020-2021 Year to Date <u>Actual</u>	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget <u>Variance</u>	2020-2021 Year to Date <u>Percentage</u>	2019-2020 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2019-2020 12 Months <u>Actual</u>
Land Purchase-Estero on River	-	-	-	-	0%	-	-	8,500
Williams Road Property-Church	-	-	-	-	0%	-	-	3,012,288
<i>Total Land Acquisitions</i>	-	-	-	-	0%	-	-	3,020,788
Total Expenditures-Capital Project Fund	<u>129,386</u>	<u>3,778,328</u>	<u>10,156,580</u>	<u>6,378,252</u>	37%	<u>2,065,248</u>	<u>(1,713,080)</u>	<u>9,393,076</u>
Total Expenditures-All Funds	<u>1,636,776</u>	<u>8,562,518</u>	<u>18,995,990</u>	<u>10,433,472</u>	45%	<u>6,272,972</u>	<u>(2,289,546)</u>	<u>17,531,896</u>
Gen Fd Trans to Debt Service	-	2,515,197	2,515,800	603	100%	2,515,197	-	2,515,197
Gen Fd Trans to Cap Projects	110,666	1,117,795	3,837,010	2,719,215	29%	2,065,248	947,452	5,162,053
Debt Serv Trans toCap Projects	-	-	-	-	0%	-	-	1,000,000
CIP Tran from Gas Tax-300-000	-	(83,791)	(570,000)	(486,209)	15%	-	83,791	(456,815)
CIP Tran from RdImp 300-990	(13,320)	(70,218)	(1,744,480)	(1,674,263)	4%	-	70,218	(32,507)
CIP Tran from ComPrkIF 300-991	-	-	(118,700)	(118,700)	0%	-	-	(868,700)
CIP Tran from RegPrkIF 300-992	-	-	-	-	0%	-	-	(862,556)
CIP Tran from PubLand- 300-994	-	-	-	-	0%	-	-	(281,032)
CIP Tran from Park IF 300-995	-	-	(581,300)	(581,300)	0%	-	-	-
Gas Tax Trans to CIP-300-266	-	83,791	570,000	486,209	15%	-	(83,791)	456,815
Rd Imp Fee Trans toCIP-300-990	13,320	70,218	1,744,480	1,674,263	4%	-	(70,218)	32,507
ComPrk Imp Fee Tran to CIP-991	-	-	118,700	118,700	0%	-	-	868,700
RegPrk Imp Fee Tran to CIP-992	-	-	-	-	0%	-	-	862,556
PubLand BonusDen TrantoCIP-994	-	-	-	-	0%	-	-	281,032
Park Imp Fee Tran to CIP-995	-	-	581,300	581,300	0%	-	-	-
Total Expenditures and Other Financing Uses-All Funds	<u>1,747,442</u>	<u>12,195,510</u>	<u>25,348,800</u>	<u>13,153,290</u>	48%	<u>10,853,417</u>	<u>(1,342,093)</u>	<u>26,209,146</u>
Excess Revenue over Expenditures	<u>(673,092)</u>	<u>2,196,284</u>	<u>(1,779,660)</u>	<u>3,975,944</u>		<u>4,751,959</u>	<u>(2,555,675)</u>	<u>203,433</u>
Estimated Prior Year Surplus		<u>36,251,537</u>	<u>32,634,850</u>	<u>3,616,687</u>		<u>36,048,104</u>	<u>203,433</u>	<u>36,048,104</u>
Fund Balance		<u>38,447,821</u>	<u>30,855,190</u>	<u>7,592,631</u>		<u>40,800,063</u>	<u>(2,352,242)</u>	<u>36,251,537</u>



Village of Estero
Budget Report-All Funds
For the Month Ending April 2021

	Current Month <u>Actual</u>	2020-2021 Year to Date <u>Actual</u>	2020-2021 #2 Bud Amend- Dec Budget	2020-2021 Budget <u>Variance</u>	2020-2021 Year to Date Percentage	2019-2020 Year to Date <u>Actual</u>	Year to Date Prior Year <u>Variance</u>	2019-2020 12 Months <u>Actual</u>
General Fund								
Revenues	781,585	9,453,932	11,974,940	(2,521,008)	79%	8,997,358	456,574	12,886,737
Expenditures	388,299	2,830,904	6,333,810	3,502,906	45%	2,244,845	(586,059)	4,643,959
Operating Excess (deficit)	393,286	6,623,028	5,641,130	981,898		6,752,513	(129,484)	8,242,778
Transfers out to Debt Service	-	(2,515,197)	(2,515,800)	603	100%	(2,515,197)	-	(2,515,197)
Transfers out to Capital Projects	(110,666)	(1,117,795)	(3,837,010)	2,719,215	29%	(2,065,248)	947,452	(5,162,053)
	<u>282,620</u>	<u>2,990,036</u>	<u>(711,680)</u>	<u>3,701,716</u>		<u>2,172,067</u>	<u>817,968</u>	<u>565,528</u>
Building Fee Fund								
Revenues	88,829	545,029	998,300	(453,272)	55%	711,069	(166,040)	1,182,493
Expenditures	95,947	562,213	1,089,800	527,587	52%	547,681	(14,532)	1,082,979
Operating Excess (deficit)	(7,118)	(17,185)	(91,500)	74,315		163,387	(180,572)	99,514
Debt Service Fund								
Revenues	105	606	10,000	(9,394)	6%	36,444	(35,838)	1,035,330
Expenditures	1,023,144	1,391,072	1,415,800	24,728	98%	1,415,197	24,125	2,411,882
Operating Excess (deficit)	(1,023,039)	(1,390,467)	(1,405,800)	15,333		(1,378,753)	(11,713)	(1,376,553)
Debt Service Proceeds	-	-	-	-	0%	-	-	-
Transfers in from General Fund	-	2,515,197	2,515,800	(603)	100%	2,515,197	-	2,515,197
Transfers out to Capital Projects	-	-	-	-	0%	-	-	(1,000,000)
	<u>(1,023,039)</u>	<u>1,124,731</u>	<u>1,110,000</u>	<u>14,731</u>		<u>1,136,444</u>	<u>(11,713)</u>	<u>138,645</u>
Capital Projects Fund								
Revenues	93,166	759,235	4,233,090	(3,473,855)	18%	1,280,060	(520,825)	2,630,770
Expenditures	129,386	3,778,328	10,156,580	6,378,252	37%	2,065,248	(1,713,080)	9,393,076
Operating Excess (deficit)	(36,221)	(3,019,093)	(5,923,490)	2,904,397		(785,188)	(2,233,905)	(6,762,306)
Transfers in from Other Funds	110,666	1,117,795	3,837,010	(2,719,215)	29%	2,065,248	(947,452)	6,162,053
	<u>74,446</u>	<u>(1,901,297)</u>	<u>(2,086,480)</u>	<u>185,183</u>		<u>1,280,060</u>	<u>(3,181,357)</u>	<u>(600,253)</u>



Village of Estero
Budget Report-All Funds
For the Month Ending April 2021

Reserved and Available Funds Report

General Fund Reserves	\$ 5,596,700
Litigation Defense Reserve	670,000
Major Road Maintenance Reserve	148,000
Debt Reduction	<u>5,303,930</u>
Total Reserved Funds	<u>\$ 11,718,630</u>
General Fund Capital Projects	\$ 14,369,444
Building Fee Fund	786,053
Gas Tax Capital Projects	1,573,460
Developer Contribution	243,229
Road Impact Fees	8,946,911
Community Park Impact Fees	107,700
Regional Park Impact Fees	-
Estero Park Entry Contribution	100,999
Park Imp Fees	458,274
Public Land Purchase	<u>143,121</u>
Total Available Funds	<u>\$ 26,729,191</u>

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 2, 2021

Agenda Item:

Via Coconut Point Landscape Concept Design

Description:

Via Coconut Point is an approximately 2.75-mile-long 4-lane divided roadway that extends from Corkscrew Road at the north end to Pelican Colony Blvd on the south end. A location map is attached. The roadway is currently mostly un-landscaped with the exception of the medians within the northern most 0.3 miles of the roadway. In addition, a development located at the Intersection of Via Coconut Point and Williams Road has agreed to landscape the Williams Road roundabout and the medians from the roundabout to 0.1 miles south of Williams Road.

The proposed contracts with Bruce Howard & Associates and RWA Engineering will analyze the corridor and provide a landscape concept design for the entire roadway, taking into account the existing landscaping within and adjacent to the roadway.

The contracts include presenting the concepts to Village Council and the public for input and suggestions.

The concepts developed as part of this project will help the Village better coordinate with adjacent developments on their landscape designs. They will also provide a framework for future landscape construction design along Via Coconut Point

Action Requested:

Approve award of Supplemental Task Authorization (STA) – 04 Contract EC 2020-42 to Bruce Howard & Associates under the Village’s Misc. Service Contract CN 2020-01 in the amount of \$60,000.

Approve award of Supplemental Task Authorization (STA) – 03 Contract EC 2020-67 to RWA Engineering under the Village’s Misc. Service Contract CN 2020-01 in the amount of \$11,700.

Also approve a contingency fund amount of \$7,200 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

Authorize the Village Manager to execute the Supplemental Task Authorization and any other related ancillary documents on behalf of the Village of Estero Council.

Financial Impact:

Fiscal impact is \$78,900.00 which includes the contract amounts (Bruce Howard & Associates and RWA Engineering) of \$71,700.00, plus a 10% contingency of \$7,200.00.

The Fiscal Year 2020-2021 CIP budget for The Via Coconut Point Landscaping project is \$276,000. The proposed contracts are within the currently available budget.

Attachments:

1. Project Location Map
2. Bruce Howard & Associates Contract
2. RWA Engineering Contract
3. Bruce Howard & Associates Ownership Disclosure
4. RWA Engineering Ownership Disclosure

May 26th, 2021



BRUCE HOWARD &
ASSOCIATES, INC.

Landscape Architects, Site Planners
& Golf Course Designers

Attention: **David Willems, P.E.**
Public Works Director
9401 Corkscrew Palms Circle
Estero, FL 33928
(239) 221-5035

RE: Via Coconut Point Corridor – Conceptual Master Plan

Dear David:

The Via Coconut corridor from Corkscrew Rd. to Williams Rd. roundabout is approx.. 4,400 ft.; the Williams Rd. roundabout to Coconut Rd. is a little over 1.5 miles; and from Coconut Rd. to Pelican Colony roundabout is another 1,800 ft. It consists of: pedestrian sidewalks on both sides; continuous median of varying widths; adjacent lakes and developments.

The Village of Estero would like to improve the entire feel of this corridor. The landscaping along the corridor is primarily made up of buffers for existing Residential and Commercial developments. The roadway lacks any continuity and important nodes for pedestrian and bicycle users and feels undervalued in its current treatment.

After giving some thought to the design opportunities here and how to best present them, here is the scope of work and fee schedule we foresee for the Master Planning of Via Coconut Pt. corridor.

SCOPE OF SERVICES

1. Site Analysis:

The first step in the design process is identifying and assessing the existing conditions. For this project that will include the following services

1.1. Survey

Survey information will be provided to the consultant by the Village of Estero surveyor.

Consultant will work with Village of Estero to identify project survey needs and utilize this information in their design.

- Establish right of way limits
- Locate all above ground improvements
- Easements
- Obtain ground elevations sufficient to establish ground slopes, sidewalk elevations, roadway elevations, curb elevations and grade changes.
- Site topography will be extended 20-ft outside the road right of way or to the top of the adjacent berm, whichever is greater.
- Existing trees will be located
- Existing limit of existing landscape beds located within the right of way or along the adjacent berms will be identified

Consultant will review and process information provided by the surveyor.

1.2.Site Visits

The Landscape Consultant will perform site visits to study existing conditions and identify site constraints.

2. Concept/Schematic Design:

Consultant will work with the Village of Estero to prepare a master plan for the entire corridor offering varied design alternatives for numerous locations deemed to be important nodes. Design alternatives will include landscaping, hardscape, seating areas and sidewalk variations intended to provide much needed interest and variety .

The proposed design will include, mainly native plants, a variety of street trees, groupings of palms, native trees and flowering trees.

Sidewalks along this corridor are regularly used by bicyclists and pedestrians. Improvements to the bicycle and pedestrian experience will be investigated. This could include: relocated sidewalks to provide more separation from the roadway and widening to allow more room for bicycles and pedestrians. Might also include overlook areas near adjacent lakes.

2.1 The proposed concepts will be discussed with Village Staff to insure they are in line with Village’s desires

2.2 Presentation will then be given to Village Council as preliminary concepts to gain Council and public input.

2.3 Two meetings with a small group of residents to discuss the corridor and design options.

2.4 Revise drawings in accordance with comments.

2.5 Make adjustments based on comments received.

Concepts will be presented to Council using a PowerPoint presentation and associated project drawings.

Our fee for the aforementioned services is broken down as follows:

Project Task	Fee	Type
1. Site Analysis	\$5,000	NTE
2. Concept/Schematic Design and Presentations	\$55,000	NTE

Billing will be done on a monthly basis for percentage of work accomplished.

*NOTE: In the event the scope of work changes, we will submit a revised proposal for your approval.

Client agrees to notify Landscape Architect of any known or suspected soil contaminants at the project site and shall be solely responsible for all sub surface conditions.

Sincerely yours,

Accepted and Agreed _____

Date _____



Bruce Howard



May 20, 2021

David Willems, P.E.

Public Works Director

9401 Corkscrew Palms Circle

Estero, FL 33928

www.estero-fl.gov

Press Subject: Professional Service Proposal for Control and Topographic Design Survey, Additional Surveying (RWA Project No. 200029.00.03)

Dear Dave,

RWA, Inc. is pleased to submit the following proposal for land surveying services associated with the development of the subject project. Outlined below is our understanding of the project profile and the assumptions we have used to develop our scope and associated fees in response to your request for proposal. The deliverable will be a CADD file, with the data overlaid on the best available aerial photograph, and a signed and sealed Surveyor's Report.

PROJECT PROFILE

- The subject property is generally located in Section 4 Township 47 South, Range 25 East, the original phase (Phase I of this survey) is bounded by Williams Road on the North, and Coconut Road on the South, Lee County, Florida. Phase II, is the continuation of Via Coconut Point, south to Pelican Colony Blvd.
- The Client desires to retain the services of RWA, Inc. (Consultant) and proceed with the Project as described within this proposal.
- All surveying activities to be performed under the direct supervision of a licensed Professional Surveyor & Mapper and shall adhere to Chapter 472, Florida Statutes, and the Standards of Practice as specified in section 5J-17, Florida Administrative Code.

PROJECT ASSUMPTIONS

- The Client will make available all pertinent information, permits, and documents associated with the required Project, including, but not limited to, existing surveys, title policies, O&E reports and engineering/civil plans in Auto CADD electronic format, if any exist.
- This proposal includes performing all services described within on a one-time basis.

- Client will assist RWA with access to the site during normal working hours. If we foresee the need to work after hours, or on the weekend, we will notify the client to insure access.
- The vertical and horizontal datum will be Florida State Plane Coordinates, Florida West Zone, and NAVD 88.
- There is no Boundary Survey component to this project.

SCOPE OF SERVICES

Via Coconut Point from Williams Road to Coconut Road (Phase I)

1.0 Landscape and Tree Location

- 1.1. RWA shall locate the landscape beds, and the size and type of trees within the landscape beds. This shall extend outside the right of way, to a physical barrier, such as parking lot curb, building, walls, ditches, sidewalk or other limiting barriers. The except to this will be the portion of Via Coconut adjacent to the Railroad Right of Way.
- 1.2. 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.
- 1.3. This shall be added to the CADD base file prepared by this firm in 2019 of the same limits.

Via Coconut Point From Coconut Road to Pelican Colony Blvd. (Phase II)

2.0 Landscape and Tree Location Only

- 2.1. RWA shall locate the landscape beds, and the size and type of trees within the landscape beds. This shall extend outside the right of way, to a physical barrier, such as parking lot curb, building, walls, ditches, sidewalk or other limiting barriers. The except to this will be the portion of Via Coconut adjacent to the Railroad Right of Way.
- 2.2. 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.
- 2.3. This shall be added to the CADD base file prepared by this firm in 2019 and plotted over an aerial photo. No topographic survey or locations included.

3.0 Topographic Survey

Detail information shall include all physical features which accurately depict the existing condition of the project area. The Survey shall include 250 to 300 feet, in all directions at those two intersections. The information shall include the following:

- 3.1. 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:
- 3.2. 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.
- 3.3. Roadway pavement surfaces.
- 3.4. Driveways and aprons and parking areas, noting the limits within survey coverage and type of pavement or surface.
- 3.5. Curbing, edging, medians, and barriers, noting limits and type.
- 3.6. Sidewalks, walkways, and handicap ramps, noting limits and type.
- 3.7. Wall information (type, height and thickness) along with step/stair information (type, top step elevation, bottom elevation and number of rises).
- 3.8. Top of slope and toe of slope of the existing swales and ditches.
- 3.9. Guard rail, noting limits and type.
- 3.10. The surveyor will locate and show all above-ground utility structures.
- 3.11. 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.
- 3.12. 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.
- 3.13. 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.

- 3.14. Existing contours will be shown as at one-foot intervals.
- 3.15. Pavement markings, including lane use and shoulder width, crosswalks and stop bars.
- 3.16. 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.

4.0 Reimbursable Expenses

- 4.1. Expenses for copies, blueprints, reproduction services, overnight or express delivery and, services not specifically specified herein shall be reimbursable to RWA, Inc.

PROFESSIONAL SERVICE FEES

The professional service fees for the associated scope of services are listed below:

<u>Scope of Service</u>	<u>Fee</u>	<u>Type</u>
1.0 Landscape and Tree Locations (Phase I)	\$ 4,200	Fixed
2.0 Landscape and Tree Locations (Phase II)	\$ 2,500	Fixed
3.0 Topographic Survey (Phase II)	\$ 4,500	Fixed
4.0 Reimbursable Expenses	\$ 500	T/M/E

EXCLUDED SERVICES

The professional services to be provided by the Consultant are limited to those described in the Scope of Services. All other services are specifically excluded.

Sincerely,



Michael A. Ward, PLS
Vice President, Director of Survey

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: CN 2020-01

Project Name: Miscellaneous Professional Services

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 Brannan Howard

Company Name: Bruce Howard & Assoc. of FL, Inc.

Date: 06-15-2020

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: CN 2020-01

Project Name: Miscellaneous Professional Services

Please check as appropriate:

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: Christopher O. Wright
Vendor
Printed Name Christopher O. Wright
Company Name: RWA, Inc.
Date: 5/26/20



CORKSCREW RD

RIVER RANCH RD

WILLIAMS RD

US 41

VIA COCONUT POINT

**VIA COCONUT PT
LANDSCAPE
IMPROVEMENTS**

COCONUT RD



AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 2, 2021

Agenda Item:

Community Development Software Consultant Contract RFI 2020-02
and Resolution 2021-14 Budget Amendment

Description:

The Village's budget includes the purchase of a new software package for Community Development to enhance customer service and efficiency. The software currently in use is outdated.

The acquisition of this software is a unique and complicated process requiring the professional assistance of a consultant with technical knowledge and expertise in this area. Thus, Village staff elected to utilize the Request for Information (RFI) process in order to preserve the competitively bid element of the procedure while retaining the flexibility to negotiate and engage professionals who are well suited to assist in meeting the Village's specific requirements. The awarded vendor will assist staff with the selection of the software package, assist in negotiating the contract with the software provider, and oversee the implementation (including the data/transfer conversion) of a turn-key Community Development software solution.

Eight (8) responses to the RFI were received on October 23, 2020. The action requested approves the selection of the recommended consultant, Provion Inc., and authorizes the Village Manager to negotiate and execute a contract on behalf of the Village Council.

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

Action Requested:

Approve the selection of Provion Inc. as the consultant of record under Request for Information No. RFI 2020-02 Community Development Software Consultant and authorize the Village Manager to negotiate and execute a contract on behalf of the

Village Council for a not-to-exceed amount of \$250,000 which covers an approximate time period of 18 months.

Also approve a contingency fund amount of \$25,000 (an amount equal to 10% of the total contract cost) to cover unforeseen circumstances which may occur.

Approve Resolution 2021-14 approving a budget amendment for funding described below.

Financial Impact:

Funds will be made available with a budget amendment to utilize the prior year fund balance for the Building Fee Fund (Account No. 110-245-5246400). Estimated contract cost is \$250,000 plus a \$25,000 contingency fee. This is a multi-year contract.

Attachments:

1. RFI Response from Provion Inc.
2. Contract
3. Ownership Disclosure Form

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VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2021 - 14

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING A BUDGET AMENDMENT FOR FISCAL YEAR 2020-2021 TO PROVIDE FUNDING FOR CONSULTANT ASSISTANCE FOR THE ACQUISITION AND IMPLEMENTATION OF COMMUNITY DEVELOPMENT SOFTWARE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Resolution No. 2020-21, adopted the 2020-2021 fiscal year budget; and

WHEREAS, Village Council approved the acquisition and implementation of Community Development software in the 2019-2020 budget. As the acquisition was not started or completed in the prior year, funds are required to be re-budgeted in 2020-2021; and

WHEREAS, selection and implementation of software is a complex and multi-year effort that will require the assistance of a consultant with specific expertise in this area; and

WHEREAS, cost for the consultant assistance is projected to total \$250,000 over 18 months. Funds are available in the prior year surplus for the Building Fee Special Revenue Fund; and

WHEREAS, as provided in the Village Charter Section 8(6)(d), the following transfer of unencumbered appropriations will be added to the 2020-2021 budget.

NOW, THEREFORE, be it resolved by the Village Council of the Village of Estero, Florida:

Section 1. Approves funding for a consultant for assistance with acquisition and implementation of Community Development software of \$250,000 plus \$25,000 contingency in the 2020-2021 budget for this multi-year project. Funds are available in the prior year surplus of the Building Fee Special Revenue Fund.

Section 2. This Resolution shall take effect immediately upon adoption.

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this ____ day of _____, 2021.

Attest:

VILLAGE OF ESTERO, FLORIDA

46 By: _____
47 Carol Sacco, Village Clerk

By: _____
Katy Errington, Mayor

48
49 Reviewed for legal sufficiency:

50
51 By: _____
52 Burt Saunders, Esq., Village Attorney

PROJECT NO.: RFI 2020-02

DUE DATE: October 23, 2020

AND TIME: 2:00 PM

LOCATION: Estero Village Hall
9401 Corkscrew Palms Circle
Estero, FL 33928

Please submit your response electronically to me via email at the following address:
franceschini@estero-fl.gov

REQUEST FOR INFORMATION

TITLE:
COMMUNITY DEVELOPMENT SOFTWARE
CONSULTANT

Advertised Date: October 9, 2020

REQUESTER: VILLAGE OF ESTERO, FLORIDA

ADDRESS
9401 CORKSCREW PALMS CIRCLE #101
ESTERO, FL 33928

VILLAGE CONTACT:
BOB FRANCESCHINI, C.P.M., CPPB
PHONE NO.: 239-319-2821
EMAIL: franceschini@estero-fl.gov

VILLAGE OF ESTERO, FLORIDA
REQUEST FOR INFORMATION
FOR
COMMUNITY DEVELOPMENT SOFTWARE CONSULTANT

DATE SUBMITTED: October 09, 2020

VENDOR NAME: Provision Inc.

TO: The Village of Estero
Estero, Florida

FIRM NAME Provision Inc.

BY (Printed): Michael J Skweir

BY (Signature): 

TITLE: President / CEO

FEDERAL ID # OR S.S.# 83-2495614

ADDRESS: 5341 Bayshore Ave, Cape Coral, FL 33904

PHONE NO.: 239-945-6959

FAX NO.: N/A

CELLULAR PHONE NO.: 239-634-2731

E-MAIL ADDRESS: info@provisioninc.com OR skweirmj@gmail.com

VILLAGE OF ESTERO, FLORIDA
REQUEST FOR INFORMATION
FOR
COMMUNITY DEVELOPMENT SOFTWARE CONSULTANT

STATEMENT OF NEED

The Village of Estero is requesting information needed to assist it in making a decision as to which Consultant to engage with to assist it with contracting for, overseeing the implementation of, and the data transfer/conversion for a turnkey Community Development Software package. The goal is to successfully acquire, implement, and manage a computerized permit management software that is user-friendly, that will increase staff efficiency, assist the public, and integrate all functions of the Community Development Department.

DEFINITION OF COMMUNITY DEVELOPMENT

The Village of Estero Community Development Department includes building permitting, plan review, inspections, zoning, planning, development review (site plan review), and code enforcement.

Therefore, the Village is seeking to acquire a software package capable of, as a minimum, performing the following and similar functions on-line:

- Scheduling inspections.
- Processing applications for building permits.
- Checking permit status.
- Processing zoning and planning applications.
- Checking status of zoning and planning requests.
- Processing applications for Development Orders/Development Review.
- Providing status of development order requests.
- Electronic plan review.
- Code enforcement.

INFORMATION REQUESTED

Discuss your company's background, your relevant experience, and project approach in your response (please number your responses to correspond with the numbered items below):

1. How long has your company been in business?
2. How many similar engagements (specifically assisting in the conversion/implementation of a Community Development software package) have you successfully completed within the past five (5) years in Florida with local governments? (Please provide entity name, a contact name, phone number, and email.) Include a discussion of how each project is similar to this project.
3. Discuss your understanding of Community Development as a function and how it relates to the Village's definition as outlined above.
4. Discuss your experience with and knowledge of the CityView (from Harris Computer Systems) software platform. Have you successfully completed the implementation/administration of CityView software within the past five (5) years at a local

- government in Florida? (Please provide entity name, a contact name, phone number, and email.)
5. Discuss your experience with and knowledge of the Accela software platform. Have you successfully completed the implementation/administration of Accela software within the past five (5) years at a local government in Florida? (Please provide entity name, a contact name, phone number, and email.)
 6. Discuss your experience and knowledge of the EnerGov (from Tyler Technologies) software platform. Have you successfully completed the implementation/administration of EnerGov software within the past five (5) years at a local government in Florida? (Please provide entity name, a contact name, phone number, and email.)
 7. Discuss the approach of working with a third party concern (not the actual software provider) in the implementation of the software. Include your opinion of this arrangement and advantages/disadvantages vs. an implementation done with in-house (employees of the software provider) personnel.
 8. The sources of data for the conversion will be from several internal and external sources, including Lee County, FL government. Discuss your knowledge of the Lee County, FL government (including its Community Development operation) and any existing relationships/contacts you may have with that entity.
 9. Please outline your understanding of this engagement. Provide details on where you see potential challenges and opportunities.
 10. Discuss your experience in consulting on contracts for complex software buys. What do you view as the three (3) most important issues when negotiating this type of contract on behalf of the entity?
 11. Provide a preliminary project schedule that outlines the important project milestones. The schedule should identify which tasks are predecessors or others and potential for shortening the implementation/conversion schedule by overlapping project tasks.

PROJECT NO.: RFI 2020-02
DUE DATE: October 23, 2020
AND TIME: 2:00 PM
LOCATION: Estero Village Hall, 9401 Corkscrew Palms Circle, Estero, FL 33928
BOB FRANCESCHINI, C.P.M., CPPB
PHONE NO.: 239-319-2821
EMAIL: franceschini@estero-fl.gov

REQUEST FOR INFORMATION TITLE:
COMMUNITY DEVELOPMENT SOFTWARE CONSULTANT
REQUESTER:
VILLAGE OF ESTERO, FLORIDA

RESPONSE FROM:

Provision Inc.
Cape Coral, FL
Michael Skweir

1: I first started Skweir Consulting in 1986 in Allentown PA and dissolved in 2010. It was re-opened under the name of Provision Inc in 2018 and is the current active corporation. There is a total of over 24 years in business. I am fully licensed and insured including errors and omissions coverage.

2: In the past 21 years I have worked with (and for) numerous Government agencies directly with all IT specific needs. I have handled over 500 projects, RFI's, RFP's, been a project manager and directly involved with startup to completion of these projects. I specifically worked with Lee County Government with the Deployment of Tidemark and its replacement Accela with in the past five years.

Unlike competitors such as Gartner who will charge upwards of \$60,000 just to walk into the door, I charge per hour at a very competitive rate. My overhead and operating expenses are drastically different. I live locally and I have specific working knowledge of Public Works along with what applications used within that department. This gives me a huge advantage over any of my competitors.

Most competitors will bring in a Project Manager to guide the installation. They will have very little direct knowledge of how a Government Agency operates daily let alone knowledge of a complex department such as Public Works. I care about the outcome of the project being a resident of Lee County and knowing I helped make a difference locally.

3: I have been directly involved with Community Development for over 20 years and involved with nearly aspect of this department encompassing planning, zoning, development, building services,

environmental review, building inspections, code enforcement and related activities. My reference would be Mary Gibbs, Director, Community Development 239-221-5036.

4: I am familiar with CityView of Harris Computer Systems, but I have never installed it. That being said, any deployment of a software application will still need the same core knowledge of Community Development processes and project management that I can offer.

5: In the past five years I have directly worked with Lee County Government on its transition from Tidemark to Accela until I left in late 2019. I intimately know the ins and outs of each solution and the issues deploying them. Being concise in your scope of work will save a lot of issues with deployment with this application along with proper data importing. Even if the chosen solution is cloud based/hosted, there is still a lot of defined scope of work that must be accomplished. My reference would be Mary Gibbs, Director, Community Development 239-221-5036.

6: I am familiar with EnerGov from Tyler Technologies, but I have never installed it. That being said, any deployment of a software application will still need the same core knowledge of Community Development processes and project management that I can offer.

7: While working both sides of the fence, having a third party involved alleviates a lot of the work from the village's side. I like to work directly with you as if I actually worked for you. I handle all the oversight and implementation aspects. I deal daily/weekly status updates and meetings between the village and the software provider. I remove a lot of the stress that normally occurs during an implementation. I also provide an excellent intermediary between both parties removing a lot of the "geek" translation that typically occurs. I hold the product team accountable for solution timelines, scope creep and/or gaps that create issues during deployment.

We have all been there when the solution provider states... "That's not included in the project." I can typically alleviate that and hold them to the project and scope.

8: I have worked with Lee County Government for the past 20 plus years. I have intimate knowledge of the systems, infrastructure, data, servers and key players. I know who works there, what positions and contacts it takes to expedite the data requests, where the actual data is kept, who manages it and more. With my long-term relationships there, I can cut through a lot of the red tape that other companies will typically run into. This will help with saving time and resource allocations.

9: I fully understand that you are trying to deploy a turn key solution that will make employees, residents and end users of Community Development's services to become more automated and easier to use thus providing a much higher level of customer service to the residents/businesses of Estero. The four largest challenges are going to be the very specific scope of the software agreement and the importation of the data. That has always been an issue. The third item is SLA's. You need to define the standard of service you expect from them such as uptime, redundancy, disaster recovery, and more along with what fees and penalties can/will occur for each incident. The fourth is ongoing maintenance of the service of systems, from change controls, change management, upgrades, patches and related tasks.

10: The most important feature in any purchase is clearly defining your product, scope and expectations. If this does not occur, it allows for a lot of gaps and missed items needed in the deployment that might be missed. This creates a lot of finger pointing, scope creep and change controls that typically lead to increased costs. Being involved in these for over 20 years as a third party person (on behalf of Lee

County), I have seen and learned from numerous mistakes in every step of the process from RFI to project completion. You also need to clearly define the project timelines and dates that both parties agree to and impacts (including financial ones) if the provider does not meet them.

I also think big picture with each deployment. This catches things that are not typically thought of such as integration into other products such as Email, etc.

Think of me as a Gartner, IBM or Atos without the extreme overhead and operating costs. I live locally and can support you locally.

11: See a sample project scope/template below.

PROJECT SCOPE BASELINE TEMPLATE

PROJECT SCOPE STATEMENT

PROJECT NO.	PROJECT NAME	DATE SUBMITTED

<p>PROJECT OBJECTIVES</p> <p>Describe the high-level goals of the project and how they relate to overall business objectives.</p>	
--	--

Step 1. Project Deliverables

Please list all project deliverables and briefly describe each. Do not list dates. Add more rows as necessary.

DELIVERABLE NO.	DESCRIPTION
1	
2	
3	

Step 2. List of Project Tasks

Please list all project tasks to be completed, based on the deliverables listed in the previous section. Do not list dates. Add more rows as necessary.

Alternatively, you can attach your work breakdown structure (WBS) to the scope statement.	Work breakdown structure (WBS) link <i>if applicable</i>	WBS Attached?
		YES [] NO []

TASK NO.	DESCRIPTION	FOR DELIVERABLE NO. ... ENTER TASK #
1		
2		
3		

Step 3. Out of Scope

Please list the deliverables or tasks that you will not complete or provide as outputs of this project.

<p>This project will NOT accomplish or include the following:</p>	
--	--

Step 4. Project Assumptions

Please list any project factors that you consider to be true, real, or certain. Assumptions generally involve a certain degree of risk.

NO.	ASSUMPTION
1	
2	
3	

Step 5. Project Constraints

PROJECT START DATE	LAUNCH / GO-LIVE DATE	PROJECT END DATE
LIST ANY HARD DEADLINE(S)		
LIST OTHER DATES / DESCRIPTIONS OF KEY MILESTONES		
BUDGET CONSTRAINTS Enter information about project budget limitations (total project budget, maximum budget for key project deliverables).		
QUALITY OR PERFORMANCE CONSTRAINTS Enter any other requirements for the functionality, performance, or quality of the project.		
EQUIPMENT / PERSONNEL CONSTRAINTS Enter any constraints regarding equipment or people that will impact the project.		
REGULATORY CONSTRAINTS Enter any legal, policy, or other regulatory constraints.		

WORK BREAKDOWN STRUCTURE DICTIONARY

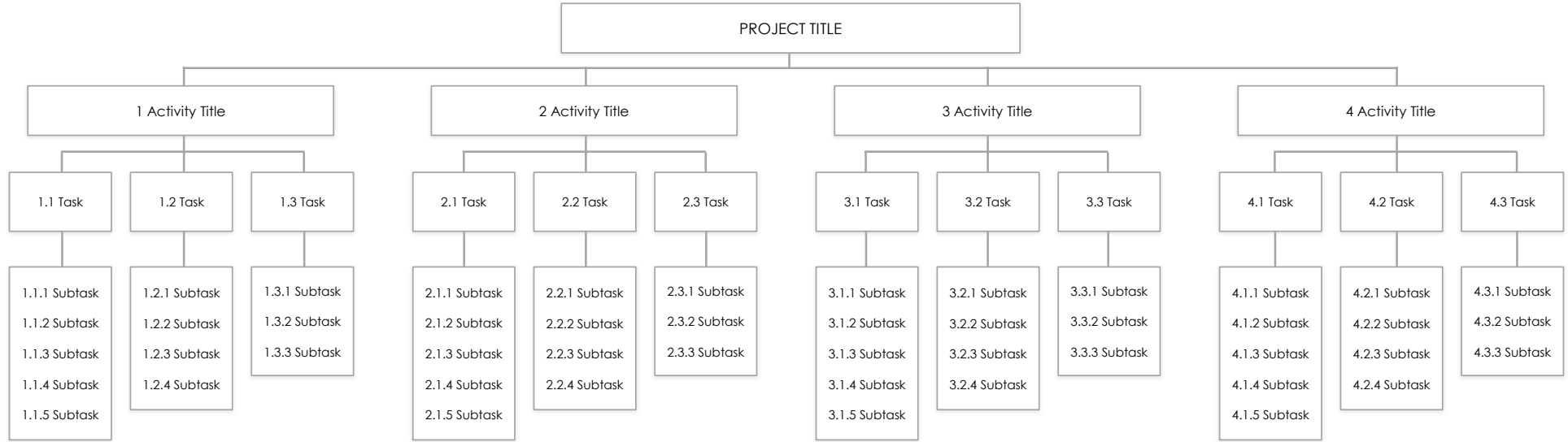
PROJECT TITLE	PROJECT ID	COMPANY	PROJECT MANAGER

DATE	VERSION
	0.0.0

TASK ID	TASK DESCRIPTION	DEPENDENT UPON (TASK ID)	TASK OWNER	TASK RESOURCES	TASK STATUS	ESTIMATED COST	BEGIN DATE	ESTIMATED DATE OF COMPLETION	ACTUAL DATE OF COMPLETION	ADDITIONAL INFO
1	Activity Title				0%	\$ -				
1.1	Task				0%			5/5/2019		
1.1.1	Subtask				0%					
1.1.2	Subtask				0%					
1.1.3	Subtask				0%					
1.2	Task				0%					
1.2.1	Subtask				0%					
1.2.2	Subtask				0%					
1.3	Task				0%					
1.3.1	Subtask				0%					
1.4	Task				0%					
1.4.1	Subtask				0%					
1.4.2	Subtask				0%					
1.4.3	Subtask				0%					
1.4.4	Subtask				0%					
2	Activity Title				0%	\$ -				
2.1	Task				0%					
2.1.1	Subtask				0%					
2.1.2	Subtask				0%					
2.2	Task				0%					
2.2.1	Subtask				0%					
2.2.2	Subtask				0%					
2.3	Task				0%					
2.4	Task				0%					
2.4.1	Subtask				0%					
3	Activity Title				0%	\$ -				
3.1	Task				0%					
3.1.1	Subtask				0%					
3.2	Task				0%					
3.2.1	Subtask				0%					
3.3	Task				0%					
3.3.1	Subtask				0%					
3.4	Task				0%					
3.4.1	Subtask				0%					
3.4.2	Subtask				0%					
ESTIMATED TOTAL						\$ -				

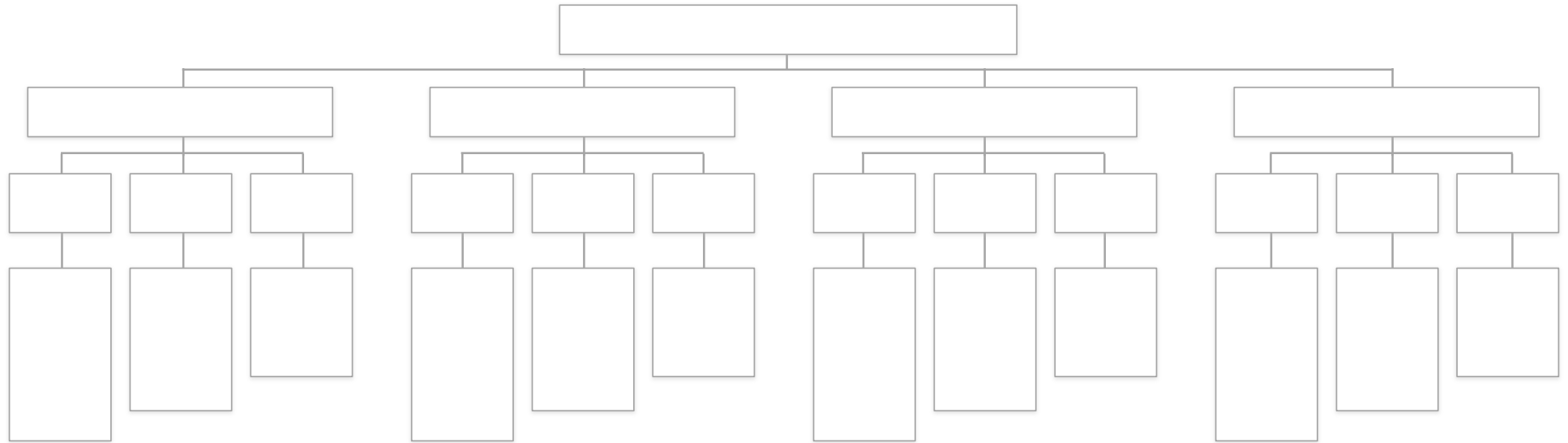
WORK BREAKDOWN STRUCTURE TREE DIAGRAM TEMPLATE

PROJECT TITLE		COMPANY NAME	
PROJECT MANAGER		DATE	



WORK BREAKDOWN STRUCTURE TREE DIAGRAM TEMPLATE

PROJECT TITLE		COMPANY NAME	
PROJECT MANAGER		DATE	



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
VILLAGE OF ESTERO
AND
PROVION INC.**

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 Provion Inc. whose address is 5341 Bayshore Avenue, Cape Coral, FL 33904, hereinafter referred to as the "Consultant."

WITNESSETH

WHEREAS, the Village has determined that it is necessary to retain the Consultant for the purpose of providing Community Development Software Consultant Services; and

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

WHEREAS, the Consultant 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. RFI 2020-02; and

WHEREAS, the Consultant's proposal was reviewed and selected pursuant to Bid RFI 2020-02 on June 2, 2021 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 Consultant for the rendering of those services described in the Scope of Services until the services are satisfactorily completed.

NOW, THEREFORE, the Village and the Consultant, 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 RFI 2020-02 Community Development Software Consultant, consisting of pages 1 through and including 4 and the Proposal submitted by Consultant dated October 23, 2020 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) This Agreement and any Exhibits or Amendments thereto;
- 2) The Proposal submitted by Consultant.

ARTICLE 2.
CONSULTANT'S SCOPE OF SERVICES

2.1. Consultant 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. Consultant agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. The Consultant 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 Consultant 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 CONSULTANT'S SERVICES

3.1. Village will pay Consultant for those tasks listed in the Scope of Services actually performed by Consultant. The total payment to Consultant will not exceed \$250,000 (plus any contingency amount which may be approved) for Consultant's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

3.2. Payment for services rendered by Consultant 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 on a Unit Price basis as per Exhibit B attached hereto.

3.4. Consultant 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 Consultant. When hourly billing is utilized, Consultant 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. Consultant 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, Consultant must adjust billing accordingly. However, Consultant will be entitled to payment of any portion of a billing not in dispute.

3.6. Village will pay Consultant'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 Consultant that funding for any successive fiscal years may be contingent upon appropriate 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 Consultant 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. **CONSULTANT'S RESPONSIBILITIES**

4.1. Consultant will perform consulting 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 Consultant, both orally and in writing, to be possessed by Consultant, 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 Consultant's profession. The same standards of care will be required of any subconsultant or subcontractor engaged by Consultant.

4.2. Consultant 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 Consultant include, but are not limited to, license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment; and any applicable insurance premiums. Consultant 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. Consultant will correct and revise any errors, omissions, or other deficiencies in its services arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant until the project is signed off and completion of Consultant's services under this Agreement in the defined Scope of Services. Consultant is not responsible for software selected or limitations of the software selected. Integration of hardware and software into other products that is not defined

within the Scope of Services are not the responsibility of the Consultant. Consultant is not responsible for any missed workflows that are not defined within the Scope of Services. If they are missed by Village staff, consultant will do a best effort to work with the software vendor to incorporate it at the current billing rate. Any non-defined or forgotten items and/or features by the Village are not the responsibility of the Consultant. 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 Consultant'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. Consultant 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 Consultant 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 Consultant'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. Consultant 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 Consultant.

6.2. The Village will work with the Consultant to outline the specific software features it wants for its software solution for Community Development which includes: Building permitting, plan review and inspections (including floodplain review), Code Enforcement, Planning and Zoning, Development Review (site plan review) including its inspections and permits, impact fees, Finance and GIS. This will be the agreed upon Scope of Services and project definition. These must be completed prior to choosing a software vendor and starting the project. The Village will furnish to the Consultant, at the

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, Consultant 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 Consultant 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 Consultant to perform the services described in this Agreement.

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

6.5. Appropriate Village Staff must fully participate in workflow process from beginning to acceptance.

6.6. Appropriate Village Staff must agree to Credit Card Processing and Accounting system data exportation.

6.7. Appropriate Village Staff must be involved in and approve any key decision that impacts the project and rollout.

6.8. Appropriate Village Staff must review and approve data validity imported into the system.

6.9. Appropriate Village Staff must approve any software and/or hardware financial impact that would cost more than \$500.00.

6.10. Village and appropriate Village Staff will purchase any hardware and/or software needed to ensure the system will work with the new application.

6.11. Project scope creep is not to exceed 5% of the original scope project due to the Village or its employees. This includes agreed upon response times.

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 and the Consultant will have the right at any time upon thirty (30) calendar days written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant must cease work and will deliver to the Village all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The Village will, upon receipt of the aforesaid documents, pay to the Consultant, and the Consultant 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 Consultant has abandoned performance under this Agreement, then the Village may terminate this Agreement upon three (3) calendar day's written notice to the Consultant indicating its intention to terminate. The written notice will state the evidence indicating the Consultant's abandonment. Payment for services performed prior to the Consultant'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:

Consultant:	Provision 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 Consultant 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 Consultant 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 Consultant 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. Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venture of the Village.

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

ARTICLE 13.
AUDIT AND RECORDS REQUIREMENTS

13.1. Consultant 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 Consultant'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 Consultant will notify the Village and deliver to the Village any records the Village requests. Consultant 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 Consultant and the subconsultant or subcontractor.

13.2 If the records are unavailable locally, it will be the Consultant's responsibility to insure that all required records are provided at the Consultant'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. Consultant 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 Consultant. Records may be provided in the form or format in which they are kept

including electronic files. Consultant'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, records@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, Consultant 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 Consultant or Consultant'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 Consultant 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 Consultant 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 Consultant has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Consultant 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 Consultant 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. Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant 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 Consultant 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 Consultant 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.

Provision 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: _____
Carol Sacco, 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

COMMUNITY DEVELOPMENT SOFTWARE CONSULTANT

STATEMENT OF WORK

A. PROJECT OVERVIEW

To provide Community Development software consultant services.

B. SCOPE OF SERVICES

Tasks shall include, but are not limited to:

1. Selection of Software. Consultant shall attend the software demonstrations, accompany staff on the site visits to area entities, and attend meetings as requested to assist in the decision-making process for the software package of choice. Consultant has no voting and/or decision rights for the software application chosen and therefore cannot be held responsible or liable for product features or performance of same which are wholly the responsibility of the software provider.
2. Contract Negotiation. Consultant shall attend meetings as requested, interface with the vendor as requested, review and edit the contract document as necessary, and participate in the final sign-off of contract content prior to its presentation to the Village Council.
3. Implementation. Consultant shall oversee and administer the implementation of the software with minimal involvement from Village Staff (except as defined in Article 6).
4. Development of a Project Outline. Duties and responsibilities of Consultant shall include, but are not limited to, the following Deliverables; list of Project Tasks, Out of Scope deliverables or tasks, Project Assumptions, Project Constraints (including deadlines, milestones, quality/performance, equipment/personnel, regulatory, etc.), Estimated Hours to complete the project, and Approvals (including a list of stakeholders). Providing the required personnel (both on-site and remote). Meetings as required with the software provider.
5. Data Transfer/Conversion. Consultant shall work with Calvin Giordano & Associates, Lee County Government and software vendor to convert and import the data into the new system. All parties will use best efforts to include any emails, documents, images, data files, PDFs or any supplemental data associated with each record. Duties and responsibilities shall include, but are not limited to, meetings as required with the source(s) of the required data, meetings as required with the software provider, providing the resources to perform the transfer/conversion (may be internal to the Consultant or external), overseeing the transfer/conversion and addressing any problematic issues which may occur during the process, assuring that the entire body of required data has been successfully transferred and converted to the new system and is functional.
Note: Provison is not responsible for the content of the files if they do not perform the actual conversion (see Task 7).

6. Project Wrap-up/Sign-Off. Consultant shall be responsible for delivering, in cooperation with the software provider, Community Development Software which includes:
 - a. Building permitting, fee collection, plan review and inspections (including floodplain review and impact fees).
 - b. Code Enforcement.
 - c. Planning and Zoning.
 - d. Development review (site plan review) including their inspections and permits.
 - e. Interface/linkage with Finance software and GIS.

7. Optional Service: Consultant may be requested by Village to convert files within the Village's current system which is owned and administered by Calvin Giordano & Associates, Lee County GIS and Lee County Property Appraiser.

C. SCHEDULE

Estimated timeframe for project is approximately 18- 24 months.

D. COMPENSATION

Unit Prices (see Exhibit B).

EXHIBIT B

PRICING PROPOSAL

Per pricing submitted in response to RFI 2020-02 – \$150 per hour.

Total for contract Not to Exceed: \$250,000 plus any contingency amount which may be approved.

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

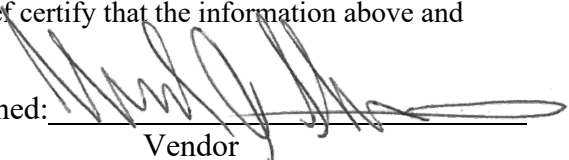
Project No.: RFI 2020-02

Project Name: Community Development Software Consultant

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: Michael J Skweir

Company Name: Provision Inc.

Date: 03/25/2021



May 5th, 2021

Good Afternoon,

In reference to your question regarding me security experience:

As being the Chief Technical Architect for AToS (A global IT company that handles the Olympics and Top 50 Global Companies and Governments.) I was responsible security vulnerability testing internally and externally constantly.

Provision does the same thing. We offer testing to clients, using the same tools the hackers, for security vulnerabilities and to make recommendations. This testing includes Wi-Fi, networking, credit cards, Firewall, Internet attacks. Port scanning. IP spoofing, DDOS attacks and so much more. 90% of the security weaknesses are internal weaknesses. That is easiest way to infiltrate your network and servers. On the Internet side, nearly everyone has a decent firewall in this current environment which handles incoming attacks to your local network.

Typically, if your network is going to be vulnerable to attack, it is by using third-party products, unpatched servers, databases, scripts, etc. That is where testing by a third party is needed. Most test at least twice a year.

This project is unique in that the company chosen will be hosting the solution in the cloud and the credit card processing is done separately by another vendor. They are 100% liable for security!

I have already asked what testing and security each software company that we are reviewing has and received the responses. Two out of the three are at federal security level (FedRAMP) along with failover and recovery practices in place. The third company is not FedRAMP certified but has passed testing, showing they could be FedRAMP certified (It is not cheap).

Your concern about Cybersecurity is indeed justified. Be assured that even though we are not hosting the solution locally, we are asking the proper questions, getting documented proof of testing and certification. This does not mean anyone, or anything is immune from attacks. People are always figuring out ways to try and beat security. It is like a game to them! IT constantly does its best to patch and fight back as quickly as something new arises.

Education and awareness are a constant. If you stop caring, they will beat you!

Sincerely,
Michael J Skweir

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 2, 2021

Agenda Item:

First reading of Ordinance 2021-04 amending the Land Development Code to establish authority to appoint co-chairpersons to the Planning Zoning and Design Board.

Description:

When the Council adopted the Land Development Code on January 27, 2021, one Code section established a Planning Zoning and Design Board. The Council later appointed co-chairs to this Board. A minor amendment to the Code is needed to allow for co-chairs instead of one chairperson.

The Ordinance was reviewed by the Planning Zoning and Design Board on May 11th and recommended for approval.

Action Requested:

Pass first reading of Ordinance 2021-04 and set second reading for June 16, 2021.

Financial Impact:

Minor cost associated with advertising the Ordinance for second reading.

Attachments:

1. Ordinance No. 2021-04

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VILLAGE OF ESTERO, FLORIDA

ORDINANCE NO. 2021 - 04

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, AMENDING THE VILLAGE LAND DEVELOPMENT CODE TO ESTABLISH AUTHORITY TO APPOINT CO-CHAIRPERSONS TO THE PLANNING ZONING AND DESIGN BOARD; PROVIDING A SEVERABILITY CLAUSE, A GENERAL REPEALER CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the Village Council adopted the Village Land Development Code on January 27, 2021 which, among other things, established the Planning Zoning and Design Board (“Board”) in Section 2-302; and

WHEREAS, paragraph 2-302.A.4 provides that the Village Council shall appoint a Board chairperson; and

WHEREAS, the Village has determined it is in the interest of the health, safety and welfare of its citizens to provide an option to appoint co-chairpersons for the Board; and

WHEREAS, the Planning Zoning and Design Board, sitting as the Local Planning Agency, reviewed this Ordinance at a duly noticed public hearing and recommended approval.

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

Section 1. Amending Section 2-302.A.4.

The Village Land Development Code is hereby amended as follows:

2-302. Planning Zoning and Design Board

A. Generally

* * *

4. The Chairperson or Co-Chairpersons, as desired by the Village Council, of the PZDB shall be appointed by the Village Council. Members of the PZDB shall annually elect during the first regularly scheduled meeting of each calendar year, a Vice-Chairperson from among its members if Co-Chairpersons were not appointed, and may create and fill other officers as the Board deems needed.

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Section 2. Severability.

If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

Section 3. Repeal.

All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the Village or any of its officials and in conflict with this Ordinance are hereby repealed to the extent inconsistent herewith.

Section 4. Effective Date.

This Ordinance shall take effect immediately upon adoption at second reading.

PASSED on first reading this ____ day of _____, 2021.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this ____ day of _____, 2021.

Attest: **VILLAGE OF ESTERO, FLORIDA**

By: _____
Carol Sacco, Village Clerk

By: _____
Katy Errington, Mayor

Reviewed for legal sufficiency:

By: _____
Nancy E. Stroud, Village Land Use Attorney

Vote:	AYE	NAY
Mayor Errington	_____	_____
Vice Mayor McLain	_____	_____
Councilmember Ribble	_____	_____
Councilmember Fiesel	_____	_____
Councilmember Boesch	_____	_____
Councilmember Ward	_____	_____
Councilmember Wilson	_____	_____

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 2, 2021

Agenda Item:

First Reading for Ordinance 2021-08 Amending the Village Code, Chapter 28 – Roads and Bridges, Article VI – Commercial Use of Rights-Of-Way, Relating to Dangerous Use of Rights-Of-Way; Providing for the Prohibition of Stopping or Standing in a Median that is not a sufficient Pedestrian Refuge; Providing for the Prohibition of Physical Interaction Between a Pedestrian and an Occupant of a Motor Vehicle that is not Legally Parked.

Description:

This proposed Ordinance comes to the Village Council at the request of the Lee County Sheriff's Office and the action is presented to the Village Council with the endorsement of staff.

We have been advised that, at times, there has been activity on street medians that represents a safety hazard for passing motorists as well as the individuals involved. The Sheriff's Department has requested this Ordinance so that they have the legal basis for controlling any activity in the right-of-way to a safe standard.

The Village relies entirely on the Lee County Sheriff's Office for the provision of Police and other safety services. The costs to Estero are paid entirely from the Lee County Property Tax payments. The Sheriff can only control activities in Estero that comply with Estero ordinances and hence this request. Identical Ordinances are being passed in other communities so that there is a County-wide standard for enforcement.

Action Requested:

Pass First Reading and set Second Reading for June 16, 2021 at 9:30 a.m.

Financial Impact:

Minor cost associated with advertisement.

Attachments:

1. Ordinance 2021-08

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VILLAGE OF ESTERO, FLORIDA

ORDINANCE NO. 2021 08

**AN ORDINANCE OF THE VILLAGE COUNCIL OF
THE VILLAGE OF ESTERO, FLORIDA,
AMENDING THE VILLAGE CODE, CHAPTER 28 –
ROADS AND BRIDGES, ARTICLE VI –
COMMERCIAL USE OF RIGHTS-OF-WAY,
RELATING TO DANGEROUS USE OF RIGHTS-
OF-WAY; PROVIDING FOR THE PROHIBITION
OF STOPPING OR STANDING IN A MEDIAN
THAT IS NOT A SUFFICIENT PEDESTRIAN
REFUGE; PROVIDING FOR THE PROHIBITION
OF PHYSICAL INTERACTION BETWEEN A
PEDESTRIAN AND AN OCCUPANT OF A MOTOR
VEHICLE THAT IS NOT LEGALLY PARKED;
PROVIDING FOR CONFLICT; PROVIDING FOR
SEVERABILITY; PROVIDING FOR
CODIFICATION; PROVIDING AN EFFECTIVE
DATE.**

23 **WHEREAS**, the Village Council is the governing body of Village of Estero, Florida;
24 and

25
26 **WHEREAS**, Sections 316.006(2) and 316.008, Florida Statutes, authorizes the Village
27 Council to regulate the use of streets and highways under their jurisdiction; and,
28

29 **WHEREAS**, the primary purpose of public roads and rights-of-way is to enable
30 pedestrians and lawfully permitted vehicles to safely and efficiently move from place to place,
31 facilitate the delivery of goods and services, and provide the general public with convenient
32 access to goods and services; and
33

34 **WHEREAS**, the purpose of this Ordinance is to prohibit activities that interfere with
35 the primary purpose of public roads and rights-of-way by causing distractions to motorists,
36 unsafe pedestrian movement within travel lanes, sudden stoppage or slowdown of traffic,
37 rapidly changing, dangerous traffic movements, increased vehicular accidents and pedestrian
38 and motorist injuries and fatalities; and
39

40 **WHEREAS**, since at least 2016, Lee County has ranked high on the list of
41 metropolitan areas with the most pedestrian fatalities, and the recent 2021 Dangerous By
42 Design study, which utilizes raw data from the National Highway Traffic Safety

43 Administration, identifies Lee County as the 11th most dangerous place for pedestrians in the
44 nation; and

45

46 **WHEREAS**, pursuant to the Article VIII of the Florida Constitution, the Village
47 Charter and Section 166.021, Florida Statutes, the Village Council is authorized to adopt
48 ordinances necessary for the exercise of its powers in for health, safety, and general welfare;
49 and

50

51 **WHEREAS**, the Village Council has determined that it is in the best interests and
52 welfare of the Village of Estero and its residents to enact this Ordinance.

53

54 **NOW, THEREFORE, BE IT ORDAINED** by the Village Council of the Village of
55 Estero, Florida, as follows:

56

57 **Section 1. Recitals Adopted.**

58

59 Each and all of the foregoing recitals are hereby incorporated into this Ordinance as if
60 specifically set forth herein.

61

62 **Section 2. Amending Village Code.**

63

64 The Village Code is hereby amending Chapter 28 – Roads and Bridges. Article VI –
65 Commercial Use of Rights-of-Way, with deletions depicted with ~~strike~~throughs and underlined
66 language as additions below:

67

68 Sec. 28-122. Short title, purpose and territorial scope.

69

70 (a) This article will be known and cited as the Village of Estero ~~Lee County~~
71 ~~Commercial~~ Use of Rights-of-Way Ordinance.

72 (b) It is the purpose of this article that for the protection of public safety, the
73 Village ~~Lee County~~ will regulate the ~~commercial~~ use of the rights-of-way on all
74 roads, streets, and highways within the ~~county~~ road system of the Village ~~Lee~~
75 ~~County~~. For purposes of this article "~~county~~ road system" shall be defined any
76 portion of the "city street system" or "county road system" pursuant to F.S. §
77 334.03, as may be amended from time to time, which is within the territorial
78 jurisdiction of the Village.

79 ~~(e) County owned roads lying within the municipal boundaries of the City of~~
80 ~~Sanibel shall not be subject to the provisions of this article but shall be regulated~~
81 ~~by that municipality.~~

82

83 Sec. 28-124. Exceptions.

84 The commercial use of the right-of-way of any road, street or highway within the
85 ~~county~~ road system is expressly prohibited, except that the commercial uses listed below may
86 occur in the public rights-of-way, but only in compliance with the requirements and conditions
87 set forth herein:

88 (1) Village~~County~~ permitted or sponsored special events.

89 a. Any portion of a road, street, or highway, including the rights-of-way,
90 within the ~~county~~ road system may be used for an art festival, parade,
91 fair, or other similar special event which is either properly permitted by
92 the Village~~county~~ pursuant to ~~Administrative Code AC 8-1~~, as may be
93 ~~amended~~, or under control of the Village~~county~~ as a Village~~county~~
94 sponsored function.

95 b. The special events exception is not intended to apply to events for which
96 the primary purpose is: solicitation of funds; or, solicitation for sale of
97 goods, property, or services for educational, religious or political
98 purposes. However, such activities may be permitted if they are clearly
99 adjuncts of a properly permitted special event.

100 (2) Newspaper vending racks or machines. Small, standard size newspaper vending
101 racks or machines (as determined by industry standards) may be placed in
102 public rights-of-way only in compliance with the following requirements and
103 conditions:

104 a. Such racks and machines may not be placed in public rights-of-way
105 unless there is a sufficient cleared area between them and the paved or
106 traveled portion of any street or bike path for an automobile to safely
107 park as determined by the Director of Public Works~~Lee County~~
108 ~~Department of Transportation~~, using all applicable Village~~Lee County~~
109 regulations and standards.

110 b. Such racks and machines may not pose any threat to traffic visibility or
111 safety or impede vehicular movements.

112 c. Such racks and machines may not contain any graphics other than an
113 identification of the newspaper being circulated thereby.

114 d. Placement of such racks or machines in the rights-of-way of any road,
115 street or highway within the county road system shall be made only
116 when such placement is made pursuant to, and in compliance with all
117 applicable Village~~Lee County~~ regulations and standards, and is verified
118 as being in such compliance by the Director of ~~the Public Works~~Lee
119 ~~County Department of Transportation~~, or their~~his~~-designee, who shall

120 approve same by the issuance of an appropriate permit or other written
121 acknowledgment.

122 (3) Bus benches with signs. Bus benches approved by a governmental agency shall
123 ~~only be provided by the county.~~

124 (4) Utilities. Placement of utilities in the rights-of-way of any road, street or
125 highway within the ~~county~~ road system shall be made only when such
126 placement is made pursuant to, and in compliance with, all applicable
127 ~~Village~~ Lee County regulations, and is verified as being in such compliance by
128 the Director of ~~Public Works~~ the Lee County Department of Transportation, or
129 his designee, and the Director of ~~Public Works~~ the Lee County Department of
130 ~~Community Development~~, or ~~their~~ his designee, who shall approve same by the
131 issuance of an appropriate permit or other written acknowledgment.

132 (5) Commercial loading or unloading. Temporary parking or stopping for the
133 purpose of loading or unloading of merchandise, wares or passengers being
134 received from or delivered to adjacent property is permissible only in the event
135 a loading zone off the right-of-way is not available.

136 (6) Mobile food vendors. Any mobile food vendor who has a valid Lee County
137 Local Business Tax Receipt (formerly occupational license) shall be permitted
138 to make sales from his/her vehicle while stopped on the right-of-way to
139 occupants of abutting property only, subject to the following conditions:

- 140 a. Hours of operation shall be sunrise till sunset;
- 141 b. No vehicle shall stop on any arterial or collector street, road or highway;
- 142 c. No vehicle shall back-up along any street, road or highway except for
143 emergency conditions;
- 144 d. When pulling over, all vehicles shall stop as close as safely possible to
145 the edge or curb of the street on the right side of the street, road or
146 highway;
- 147 e. All vehicles may temporarily stop in the same location. A temporary
148 stop shall not exceed the time necessary to sell to immediate purchasers
149 and in no event shall a stop exceed fifteen (15) minutes.

150 For purposes of this subsection, a mobile food vendor is a person who sells food
151 to the public from a vehicle which is self-propelled or otherwise readily
152 moveable from place to place and which operates from an approved base
153 commissary.

- 154 (7) ~~Charitable solicitation drives. Charitable solicitation drives may be conducted~~
155 ~~on or along the right of way of any road, street or highway within the county~~
156 ~~road system under the following conditions:~~
- 157 a. ~~Such drives are conducted by sworn and/or certified law enforcement~~
158 ~~officers or firefighters; or~~
- 159 b. ~~Such drives are conducted by an organization that is qualified under~~
160 ~~Section 501(c)(3) of the Internal Revenue Code and registered under~~
161 ~~F.S. ch. 496, or a person or organization acting on behalf of that~~
162 ~~organization under the following conditions:~~
- 163 1. ~~The organization, or the person or organization acting on behalf~~
164 ~~of the organization, must provide all of the following:~~
- 165 (i) ~~No fewer than fourteen (14) calendar days prior to the~~
166 ~~proposed solicitation, the name and address of the person~~
167 ~~or organization that will perform the solicitation and the~~
168 ~~name and address of the organization that will receive~~
169 ~~funds from the solicitation.~~
- 170 (ii) ~~For review and comment, a plan for the safety of all~~
171 ~~persons participating in the solicitation, as well as the~~
172 ~~motoring public, at the locations where the solicitation~~
173 ~~will take place.~~
- 174 (iii) ~~Specific details of the location or locations of the~~
175 ~~proposed solicitation and the hours during which the~~
176 ~~solicitation activities will occur.~~
- 177 (iv) ~~Proof of commercial general liability insurance against~~
178 ~~claims for bodily injury and property damage occurring~~
179 ~~on streets, roads, or rights of way or arising from the~~
180 ~~solicitor's activities or use of the streets, roads, or rights~~
181 ~~of way by the solicitor or the solicitor's agents,~~
182 ~~contractors, or employees. The insurance shall have a~~
183 ~~limit of not less than one million dollars (\$1,000,000.00)~~
184 ~~per occurrence for the general aggregate. The certificate~~
185 ~~of insurance shall name Lee County as an additional~~
186 ~~insured and shall be filed with Lee County Public~~
187 ~~Resources Division no later than seventy two (72) hours~~
188 ~~before the date of the solicitation.~~

- 189 (v) ~~Proof of registration with the department of agriculture~~
190 ~~and consumer services pursuant to F.S. § 496.405, or~~
191 ~~proof that the soliciting organization is exempt from the~~
192 ~~registration requirement.~~
- 193 2. ~~Organizations or persons meeting the requirements of~~
194 ~~subparagraphs (7)b.1.(i) (v) may solicit for a period not to~~
195 ~~exceed ten (10) cumulative days within one (1) calendar year.~~
- 196 3. ~~All solicitation shall occur during daylight hours only and shall~~
197 ~~follow standard permit conditions.~~
- 198 4. ~~Solicitation activities shall not interfere with the safe and~~
199 ~~efficient movement of traffic and shall not cause danger to the~~
200 ~~participants or the public. No person may be in the lanes of~~
201 ~~traffic upon change from red traffic signal to green traffic signal~~
202 ~~for those lanes of traffic.~~
- 203 5. ~~No person engaging in solicitation activities shall persist after~~
204 ~~solicitation has been denied, act in a demanding or harassing~~
205 ~~manner, or use any sound or voice amplifying apparatus or~~
206 ~~device.~~
- 207 6. ~~All persons participating in the solicitation shall be at least~~
208 ~~eighteen (18) years of age and shall possess picture~~
209 ~~identification.~~
- 210 7. ~~Approved signage providing notice of the solicitation shall be~~
211 ~~posted at least five hundred (500) feet before the site of the~~
212 ~~solicitation. Other safety devices may be required by Lee County~~
213 ~~Department of Transportation.~~
- 214 8. ~~Law enforcement, Lee County Department of Transportation or~~
215 ~~other designee, may stop solicitation activities if any conditions~~
216 ~~or requirements of this section are not met.~~
- 217 9. ~~Any veteran's organization requesting to solicit contributions on~~
218 ~~Lee County roadways and/or intersections must be a nationally~~
219 ~~registered veteran's organization recognized and chartered by~~
220 ~~congress.~~
- 221 (78) Visitor center designation signs.

- 222 a. Business entities may only represent itself to the public by signage as
223 representing tourism interests if the entity meets the following criteria:
- 224 1. The entity is a nonprofit, 501C-6 organization whose mission is
225 to promote tourism and economic development ~~for the county;~~
226 and,
- 227 2. The administrative offices are located at the address of the
228 proposed visitor/information center or you have employed staff
229 on site to deal with the business of assisting tourists/visitors;
230 and,
- 231 3. An area of at least three hundred fifty (350) square feet should
232 be designated for tourism/visitor information.
- 233 4. Those signs by business entities currently existing as of the date
234 of adoption of this article on U.S. 41 at Corkscrew and Coconut
235 Road are grand-fathered in and exempt from these requirements
236 and criteria.
- 237 b. Only business entities meeting the requirements of subsection (78)a.
238 (above) are permitted to have such designated signs. In order to request
239 approval to install such designated signs within the Village, Lee County
240 or the Florida Department of Transportation right-of-way, business
241 entities will:
- 242 1. Submit an application through the Village Manager's Office~~Lee~~
243 ~~County Department of Public Resources~~ for review and
244 authorization to apply for a permit to have the applicable
245 ~~agency~~Lee County Department of Transportation and/or the
246 ~~Florida Department of Transportation~~ review the proposed
247 fabrication and installation of visitor center designation signs
248 within the right-of-way.
- 249 2. Within ninety (90) days following department of public
250 resources approval, submit the required right-of-way permit
251 application to the applicable agency~~Lee County Department of~~
252 ~~Transportation or the Florida Department of Transportation.~~
- 253 3. Within ninety (90) days of approval of the required right-of-way
254 permit, fabricate the visitor center designation signs in
255 accordance with Florida Department of Transportation
256 minimum standards and specifications, followed by installation

257 of the visitor center designation signs in accordance with Florida
258 Department of Transportation standards and specifications.

259 4. Provide perpetual maintenance and replacement of the visitor
260 center designation signs in accordance with Florida Department
261 of Transportation standards and specifications.

262 5. Remove any visitor center designation signs, support, post and
263 foundation within the specified time as follows:

264 (i) Within fourteen (14) days of the date of written
265 notification from the applicable agency~~Lee County or~~
266 ~~the Florida Department of Transportation~~ requiring
267 removal from the right-of-way, or

268 (ii) Within fourteen (14) days of closing or relocating the
269 visitor center the visitor center designation signs and
270 assembly shall be fully removed from the right-of-way,
271 or

272 (iii) Within fourteen (14) days of the business entity or the
273 visitor center found to no longer be in full compliance
274 with the minimum requirements of subsection ~~(78)~~a., the
275 visitor center designation sign and assembly shall be
276 fully removed from the right-of-way, or

277 (iv) Within one (1) business day of verbal or written
278 notification that a visitor center designation sign
279 represents an immediate hazard to the public, the visitor
280 center designation sign and, if needed, the sign assembly
281 shall be fully removed from the right-of-way.

282 ~~(9) Pine Island tourist oriented directional signs. Pine Island tourist oriented~~
283 ~~directional signs as set forth in accordance with the Lee County Administrative~~
284 ~~Code.~~

285 ~~(10) Lee County specific services signs. Lee County specific services signs as set~~
286 ~~forth in the Lee County Administrative Code.~~

287 Sec. 28-125. Dangerous Use of Public Rights-Of-Way.

288 (a) Except as provided herein, or as otherwise permitted by law, it is unlawful to
289 make any use of any public rights-of-way in a manner that interferes with the
290 safe and efficient movement of people and property from place to place on a

291 public road or right-of-way. Such prohibited activity includes by way of
292 example and not limitation:

293 1. Stopping, standing or otherwise occupying a median that is not a
294 sufficient pedestrian refuge on an arterial or collector road by a
295 pedestrian when that pedestrian is not in the process of lawfully crossing
296 the road in accordance with applicable traffic and safety laws.

297 i. Stopping, standing, or otherwise occupying a median that is not
298 a sufficient pedestrian refuge through two (2) consecutive
299 opportunities to cross in accordance with applicable traffic and
300 safety laws is prima facie evidence of a violation of this
301 subsection.

302 ii. A “sufficient pedestrian refuge” is defined as a paved or unpaved
303 median separating lanes of traffic that is at least 6 feet wide,
304 measured from the back of curb to back of curb.

305 2. Engaging in any physical interaction between a pedestrian and an
306 occupant of a motor vehicle, including the transfer of any product or
307 material, while the motor vehicle is located on the travelled portion of
308 an arterial or collector road and is not legally parked.

309 3. For the purpose of this article, the phrase “public rights-of-way” shall
310 be defined as set forth in Section 334.03(22), Florida Statute, as
311 amended.

312 (b) Nothing in this section shall prohibit the following:

313 1. Law enforcement, fire and rescue, or other government employees or
314 contractors acting within the scope of their lawful authority.

315 2. A person conducting inspection, construction, maintenance, repair,
316 survey, or legally authorized services.

317 3. A person responding to lend aid during an emergency situation.

318 4. Entering or exiting a bus or other public transit system.

319 5. Use of public roads and rights-of-way that have been closed to vehicular
320 traffic for a special event permitting by the appropriate governmental
321 entity.

322 6. Activities expressly authorized pursuant to a utility franchise
323 agreement.

324 Sec. 28-1256. Penalty.

325 Any person who violates this article shall be prosecuted in the same manner as
326 misdemeanors are prosecuted. Upon conviction, a violator shall be punished by a fine not to
327 exceed five hundred dollars (\$500.00) or by imprisonment ~~in the county jail~~ not to exceed sixty
328 (60) days, or by both such fine and imprisonment. This enforcement procedure and penalty for
329 violations of this article is adopted under the express authority of Chapter 162 and F.S. §
330 166.0415-125.69(1), Florida Statutes. This article may be enforced by the Lee County Sherriff.

331 Sec. 28-1267. Civil enforcement.

332 In addition to any criminal penalties which may be imposed pursuant to section 28-
333 1256: Penalty, ~~the Village Lee County~~ shall have recourse to such remedies in law and equity
334 as may be necessary to insure compliance with the provisions of this article, including:

- 335 (1) Injunctive relief to enjoin and restrain any person from violating this article;
336 and
- 337 (2) Prosecution before the Village Special Magistrate~~Lee County Code~~
338 ~~Enforcement Board~~; and
- 339 (3) Any other relief available pursuant to law.

340 Sec. 28-1278. Conflicts of law.

341 Whenever the requirements or provisions of this article are in conflict with the
342 requirements or provisions of any other lawfully adopted ordinance or statute, the most
343 restrictive requirements shall apply.

344 ~~Sec. 28-128. Effective date.~~

345 ~~————— This article will take effect upon its filing with the Office of the Secretary of the Florida~~
346 ~~Department of State.~~

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352 **Section 21. Conflict.**

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All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the Village or any of its officials and in conflict with this Ordinance are hereby repealed to the extent inconsistent herewith.

Section 22. Severability.

In the event that any portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 23. Codification.

The Village Council intends that this Ordinance be made part of the Code of the Laws and Ordinances, of the Village of Estero, Florida; and that the sections of this Ordinance can be renumbered or re-lettered to the appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or re-lettered and typographical errors and clarification of ambiguous wording that do not affect the intent can be corrected with the authorization of the Village Manager without the need for a public hearing.

Section 24. Effective Date.

This Ordinance shall take effect immediately upon adoption.

[SIGNATURE PAGES FOLLOWS]

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PASSED on first reading this _____ day of _____ 2021.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero,
Florida this _____ day of _____, 2021.

Attest:

VILLAGE OF ESTERO, FLORIDA

By: _____
Carol Sacco, Village Clerk

By: _____
Katy Errington, Mayor

Reviewed for legal sufficiency:

By: _____
Burt Saunders, Esq., Village Attorney

Vote:	AYE	NAY
Mayor Errington	_____	_____
Vice Mayor McLain	_____	_____
Councilmember Boesch	_____	_____
Councilmember Fiesel	_____	_____
Councilmember Ribble	_____	_____
Councilmember Ward	_____	_____
Councilmember Wilson	_____	_____

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 2, 2021

Agenda Item:

FY 21-22 Budget Introduction

Description:

This workshop will serve as an initial foray into the FY 21-22 Village budgeting season. Paired with the ongoing work of the CIP, the budget will further pare down Village priorities and allocate funds to advance these efforts.

The topics to be covered in this workshop are as follows:

1. Budget Purpose
2. Budgeting Principles
3. Budget Calendar
4. Preliminary Revenue & Cost Projections

Financial Impact:

Development of the Village FY 21-22 budget

Attachments:

1. FY 21-22 Budget Introduction Presentation



FY 21-22 Budget Introduction

Kyle Coleman



Agenda

1. Budget Purpose
2. Budgeting Principles
3. Budget Calendar
4. Preliminary Revenue & Cost Projections



Budget Purpose

A policy document.

1. Master Plans
2. CIP
3. Budget
4. Metrics

This is an integrated, transparent process



Budgeting Principles

Budgeting for sustainable government.

- a) Dedicated Reserves
 - a) Operating
 - b) Legal defense
 - c) Major road maintenance
 - d) Minor road maintenance
- b) Pay as you go
 - a) Zero pension liabilities
- c) Low staff rate
 - a) Lowest in the region
- d) Low tax rate
 - a) Lowest in the region



Budget Calendar

How we will get from here to there.

Date	Council Engagement	Action
May 19, 2021	Village Council Workshop	CIP introduction
June 2, 2021	Village Council Workshop	Budget introduction
July 2021		Preliminary taxable values provided to Village
July 2021		State issues revenue estimates
July 2021		Evening public budget workshop
July 7, 2021	Village Council	Budget presentation
July 7, 2021	Village Council	CIP 1 st public hearing
July 21, 2021	Village Council	CIP 2 nd public hearing
September 8, 2021	Village Council	Budget/millage rate 1 st public hearing
September 22, 2021	Village Council	Budget/millage rate 2 nd public hearing
October 1, 2021		Beginning of new fiscal year
November 1, 2021		Property taxes due and payable
April 1, 2022		Property taxes become delinquent



Preliminary Estimates

Preliminary revenue and cost estimates, and their limitations.

1. Final revenue estimates are being developed, but appear to be better than predicted.
2. Construction costs are up, though operating costs appear to be at previous estimates.
3. Full estimates will be available in July for the CIP discussion (we are awaiting State estimates)



QUESTIONS?

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 2, 2021

Agenda Item:

Lobbying Services RFP

Description:

It has been recommended to the Village that it engage a firm to provide lobbying services on its behalf for the Legislative and Executive Branches of the State of Florida.

The identification and engagement of this firm is most effectively accomplished via the Request for Proposals (RFP) process.

The first step is the public advertisement of the RFP package to interested firms.

The second step is the evaluation of the Qualification Statements received in response to the RFP by an evaluation committee.

Bob Franceschini will provide Village Council a summary of the RFP process and discuss the way forward.

Financial Impact:

Financial impact is yet to be determined.

Attachments:

1. PowerPoint Presentation
2. Memorandum to Council



RFP for State Legislative & Executive Branch Lobbying Services

Bob Franceschini, Procurement Manager



What is an RFP?

A Request for Proposals (RFP) is a purchasing methodology that allows Staff to evaluate the qualifications of a firm as well as the cost.

Award isn't necessarily to the firm with the lowest cost.



The Process

Our RFP package will:

- Be posted online.
- Be publicized to lobbying firms known to us.
- Allow firms 4 weeks to return their responses.



The Evaluation

Responses will be evaluated and ranked by Village Staff.

Ranking order will be achieved via a points-based set of criteria which are included in the RFP.

Firms may also be invited for interviews and/or to make a presentation to Council as part of the evaluation process.



What are the Evaluation Criteria?

- Qualifications of Firm – 35 points
- Firm's Relevant Experience & References – 10 points
- Firm's Plan of Approach & Personnel Experience – 30 points
- Price – 25 points



Our Goal

Our goal is to engage a firm that Council and Staff are comfortable working with and will professionally and effectively represent the Village's interests to the State of Florida.



QUESTIONS?



To: VILLAGE COUNCIL
From: KYLE COLEMAN, DEPUTY VILLAGE MANAGER
Date: MAY 26, 2021
RE: LOBBYING SERVICES SELECTION PROCESS

Greetings Council:

As you likely recall, at the May 19, 2021 Village Council meeting, Village Staff was instructed to initiate a lobbying selection process. The objective of this selection process is to strengthen the Village's presence within local, State and Federal legislative bodies. It is imperative that this process yield a qualified firm, and that it is selected via a transparent process.

This is a natural "next step" in the growth of the Village as a young municipality. As the scope of the Village's reach and impact has grown, the need for greater legislative representation has grown, as well. Substantial appropriation and grant funds are available at the local, State and Federal levels, for a number of Village projects (most notably of these being park development, environmental preservation and sewer transitions). This effort will serve to differentiate lobbying services from legal services, in order to better position the Village for said funding opportunities.

The Village will complete a request for proposals (RFP) in order to procure a firm. This is a standard selection process, completed through the following steps.

1. known lobbying firms are contacted by the Village
2. proposals are provided to the Village by firms
3. a Village selection committee reviews the proposals in open, recorded meetings
4. the Village selection committee ranks firms by qualification
5. a contract is negotiated between Village Staff and the top-ranked firm
6. Council votes to approve or deny the proposed contract with the top firm

Village Staff is recommending a five-person selection committee, consisting of the following participants:

- Member of the public, selected by Village Staff (non-voting)
- Bob Franceschini, Procurement Manager (non-voting)
- Steve Sarkozy, Village Manager (voting)
- Kyle Coleman, Deputy Village Manager (voting)
- Mary Gibbs, Community Development Director (voting)

With Council consensus, Staff can begin the selection process following the Village Council meeting on June 2, 2021. Following a four-week firm response period, firm interviews, and committee selections and negotiations, Council will be provided a recommended contract at the July 21, 2021 Village Council meeting. This represents an expedited process, in order to secure these services prior to Village Council's summer recess.

As always, Village Staff is happy to answer any questions that you may have.

Kyle

Kyle Coleman
Deputy Village Manager
Village of Estero, FL

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 2, 2021

Agenda Item:

Cloud Server Transition

Description:

Presently, the Village hosts our data and operations on a local server. We have explored a transition to “the cloud”, in order to address the following goals:

- Improve our Village government’s cybersecurity, to protect our data and operations
- Maximize our workforce’s efficiency and mobility
- Minimize our daily upkeep and infrastructure-based liability and risk

The objective of this workshop is to provide Council with an overview of our findings. The primary topics to be discussed are as follows:

- What is “the cloud”?
- Is it mainstream?
- How would this benefit Estero?
- Scope?
- Timeline?
- Cost?

Financial Impact:

~\$30,000 upfront, with an estimated ~\$3,000 savings annually

Attachments:

1. Cloud Server Transition Presentation



Cloud Server Transition

Kyle Coleman



Agenda

1. What is "the cloud"?
2. Is it mainstream?
3. How would this benefit Estero?
4. Scope
5. Timeline
6. Cost



What is “the cloud”?

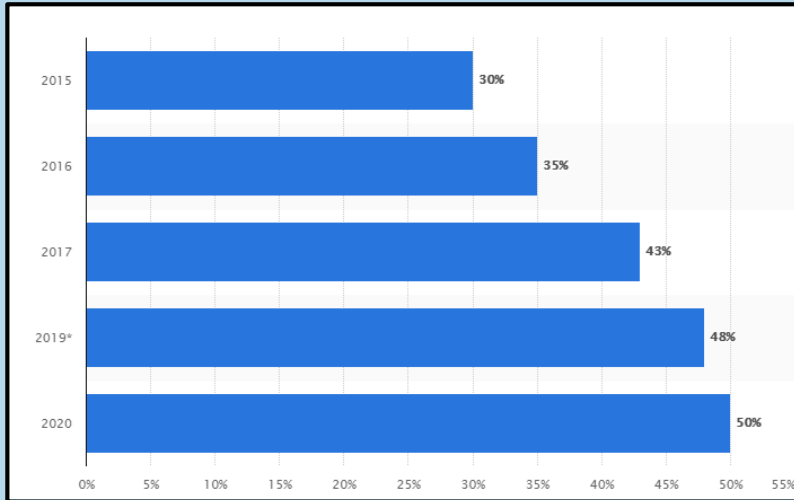
In short, distributed data storage.





Is it mainstream?

Yes, and becoming the dominant business model.



Source: statista.com





How would this benefit Estero?

Four reasons. The first: security.



A strong defense

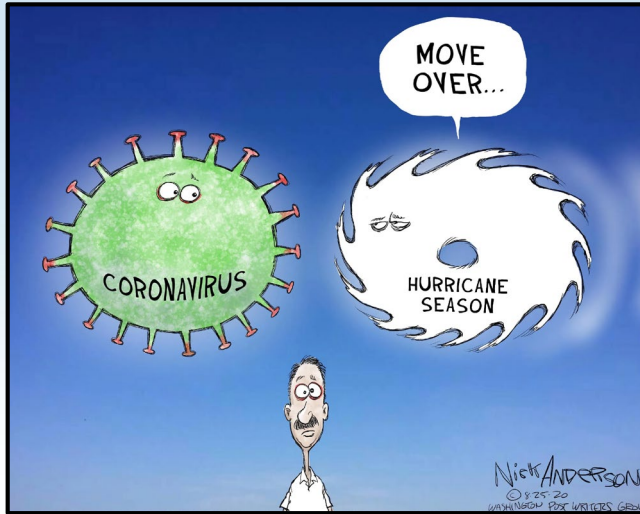


... and a backup plan.



How would this benefit Estero?

Three reasons. The second: accessibility.



When we have to work remotely ... and when we want to.



How would this benefit Estero?

Three reasons. The third: reliability.





How would this benefit Estero?

Four reasons. The fourth: government lite.



we manage via contract here



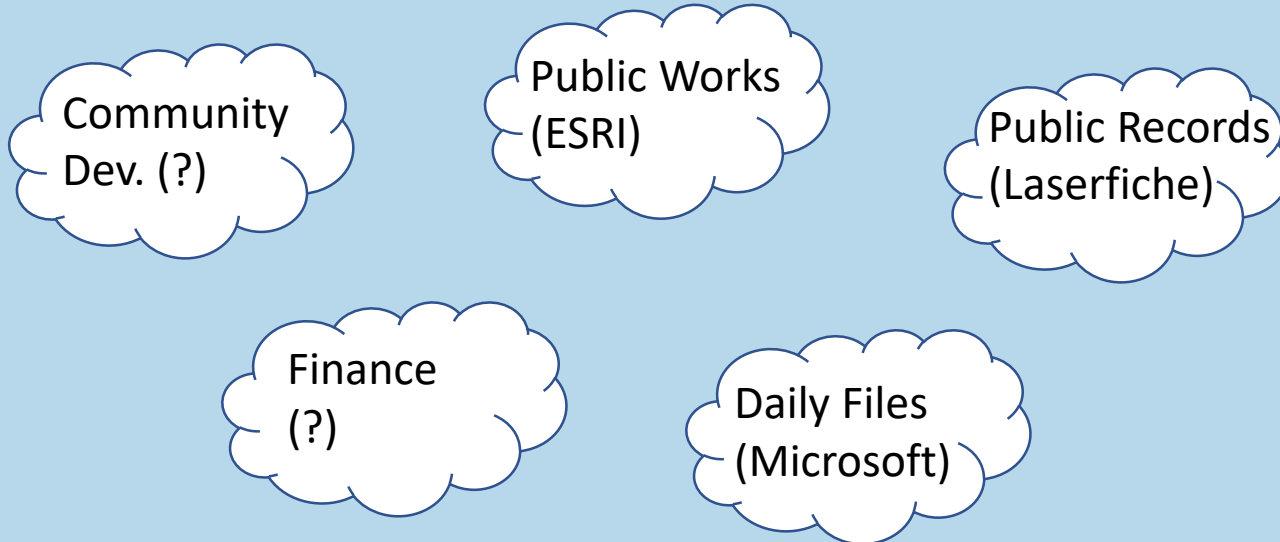
... so why not here, too?





Scope

Ultimately, everything. For now, public works, daily files & records.





Timeline

Full in 18 months, partial in 6 months.

- Community Development: 18 months
- Finance: 18 months (hybrid cloud in 6 months)
- Public Works: 0 months (already mostly cloud based)
- Daily Files: 6 months
- Public Records: 6 months

■ *daily files, records, hybrid finance (Jan. 2022)*

■ *public works (today)*

■ *comm. dev., full finance (Jan. 2023)*



Cost

\$30k upfront, \$3k savings annually, 10 year payoff



daily files



public records



public works



QUESTIONS?