

The  
sun is  
rising  
on a  
beautiful  
new  
vision



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**VILLAGE COUNCIL  
REGULAR MEETING  
Agenda**

**Village Council:** District 1 – Bill Ribble; District 2 – Howard Levitan;  
District 3 – Donald Brown; District 4 – Katy Errington; District 5 – Jim Boesch;  
District 6 – Nick Batos; District 7 – Jim Wilson

**Friday, April 17, 2015**

**10:00 a.m.**

**Estero Fire Rescue District  
Meeting Room**

**21500 Three Oaks Parkway, Estero, FL 33928**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**

4. **APPROVAL OF AGENDA**

5. **COUNCIL BUSINESS**

*Items on the agenda are generally treated in sequential order, and due to the length of the agenda any or all of the items listed for discussion may be rescheduled to a later date for consideration. The public will have an opportunity to speak during each agenda item. Each individual has one opportunity to speak for three minutes per agenda item*

- (A) Approval of Regular Council Meeting Minutes of March 27<sup>th</sup>, 2015, and April 6, 2015; Workshop Minutes of March 27, 2015 and April 7, 2015.

**Attachments:** (1) [Regular Council Meeting Minutes March 27, 2015 and April 6, 2015](#)

(2) [Workshop Minutes March 27, 2015 and April 7, 2015](#)

- (B) SECOND READING AND PUBLIC HEARING – ORDINANCE 15-01

An Ordinance of the Village Council of the Village of Estero, Florida establishing Land Use Advisory Boards to the Village Council to include the Planning and Zoning Board and the Design Review Board; Providing a severability clause; repealing and rescinding all ordinances in conflict; and providing an effective date.

**Attachments:** (1) [Ordinance – Land Use Boards](#)

- (C) SECOND READING AND PUBLIC HEARING – ORDINANCE 15-02

An Ordinance of the Village Council of the Village of Estero, Florida, establishing procedures for ex parte communications related to quasi-judicial proceedings; providing a severability clause; repealing and rescinding all ordinances in conflict; and providing an effective date.

**Attachments:** (1) [Ordinance – Ex Parte Communications](#)

- (D) SECOND READING AND PUBLIC HEARING – ORDINANCE 15-03

An Ordinance of the Village Council of the Village of Estero, Florida, amending Chapter 22, Licenses and Business regulations, of the Code of Laws and Ordinances of the Village of Estero, Florida; removing certain record keeping requirements; providing for conflict with other ordinances; providing for severability; and providing for an effective date.

**Attachments:** (1) [Ordinance – Amending Lobbyist Record Keeping Requirements](#)

(E) RESOLUTION – A Resolution Approving the Village Council Meeting Schedule for the Remainder of 2015.

**Attachments:** (1) [Resolution and Meeting Schedule](#)

(F) RESOLUTION – A Resolution Approving Lewis, Stroud & Deutsch, PL Agreement for Professional Planning Services.

**Attachments:** (1) [Resolution and Lewis, Stroud & Deutsch Agreement](#)

(G) RESOLUTION – A Resolution Approving Spikowski Planning Associates Agreement for Professional Planning Services.

**Attachments:** (1) [Resolution and Spikowski Planning Associates Agreement](#)

(H) RESOLUTION – A Resolution Adopting Recitals; Invoking Zoning in Progress for the Area Encompassed in the Village Center; Adopting Exemptions; Providing for Economically Viable Use.

**Attachments:** (1) [Resolution](#)

5. **PUBLIC INPUT of Non-Agenda Items** – Each individual will be given three minutes to speak.

6. **COUNCIL / VILLAGE MANAGER COMMUNICATIONS AND FUTURE AGENDA ITEMS**

(A) Interim Village Manager’s Comments.

(B) Interim Village Attorney’s Comments.

7. **ADJOURN**

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

ADA Assistance – Anyone needing special assistance at the Council meeting due to a disability or physical impairment, should contact Daphnie Bercher at 239-598-3601, 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.

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**VILLAGE OF ESTERO, FLORIDA**

**RESOLUTION NO. 15 - \_\_\_\_\_**

**A RESOLUTION APPROVING THE AGREEMENT OF SPIKOWSKI PLANNING ASSOCIATES PROVIDING PROFESSIONAL PLANNING SERVICES REGARDING THE VILLAGE OF ESTERO PLANNING INITIATIVE; AUTHORIZING THE VILLAGE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Estero is a newly incorporated municipality; and

**WHEREAS**, the Village Council of the Village of Estero has determined that it is in the best interest of the Village of Estero to provide professional planning services for the Village of Estero Planning Initiative; and

**WHEREAS**, Spikowski Planning Associates has proposed to provide professional planning services for the Village of Estero Planning Initiative.

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

**SECTION ONE.** The Village Council hereby approves the Agreement for Professional Planning Services with Spikowski Planning Associates, a copy of which is attached hereto and incorporated herein by this reference.

**SECTION TWO.** The Village Council authorizes the Village Mayor to execute the Agreement for Professional Planning Services with Spikowski Planning Associates.

**SECTION FOUR.** This Resolution shall take effect immediately upon adoption.

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**ADOPTED BY THE VILLAGE COUNCIL** of the Village of Estero, Florida this  
\_\_\_\_\_ day of April, 2015.

Attest:

**VILLAGE OF ESTERO, FLORIDA**

By: \_\_\_\_\_

Peter Lombardi  
Interim Village Manager/  
Custodian of Village Records

By: \_\_\_\_\_

Nicholas Batos  
Mayor

Reviewed for legal sufficiency:

By: \_\_\_\_\_

Burt Saunders, Esq.  
Interim Village Attorney

**VILLAGE OF ESTERO  
AGREEMENT FOR PROFESSIONAL PLANNING SERVICES**

This Agreement ("Agreement") is made as of the \_\_\_\_\_ day of April, 2015, by and between the **Village of Estero**, a Florida Municipal Corporation, whose mailing address is c/o Estero Fire Rescue District, 21500 Three Oaks Parkway, Estero, Florida 33928 ("Village") and **Spikowski Planning Associates** whose mailing address is 1617 Hendry Street, Suite 416, Fort Myers, FL ("Consultant").

In consideration of the mutual promises contained in this Agreement, the Village and Consultant agree as follows:

**SECTION 1 – SCOPE OF SERVICES AND SCHEDULE**

1.1 The Village engages the Consultant to provide professional planning services to prepare amendments to the comprehensive plan and land development code, as set forth more specifically in Exhibit A. Exhibit A also includes a schedule of performance for each task, which may be modified if the workshop or public hearing schedules are delayed by the Village.

1.2 The tasks in Exhibit A will support interim amendments to the comprehensive plan and land development code that would be ready for adoption three months after this agreement is executed. Additional tasks are included that would initiate preparation of the complete new regulatory structure for mixed-use development, which would be ready for adoption twelve months after execution through more detailed amendments to the comprehensive plan and land development code.

**SECTION 2 – REMEDIES**

2.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Lee County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

**SECTION 3 – WAIVER OF JURY TRIAL**

3.1 To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation related to this agreement.

3.2 If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney's fees.

**SECTION 4 – AUTHORITY TO PRACTICE**

4.1 The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the Village upon request.

**SECTION 5 – SEVERABILITY**

5.1 If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 6 – PUBLIC ENTITY CRIMES**

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, Consultant certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

**SECTION 7 – ENTIRETY OF CONTRACTUAL AGREEMENT**

7.1 The Village and Consultant agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 8 – WAIVER**

8.1 Failure of either party to enforce or exercise any right(s) under the Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

**SECTION 9 – COMPLIANCE**

9.1 Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

**SECTION 10 – INDEPENDENT CONTRACTOR**

10.1 No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 11 – SUB-CONSULTANTS**

11.1 The Consultant shall engage Seth Harry & Associates, 605 Morgan Station Road, Woodbine, Maryland 21797, as a sub-consultant to complete the tasks set forth in Exhibit A.

**SECTION 12 – COMPENSATION AND INVOICING**

12.1 The Village shall compensate the Consultant on a fixed-fee basis for the tasks set forth in Exhibit A. This fee includes all expenses incurred by the Consultant, except as set forth in Paragraphs 12.2 through 12.4. The fee for each task is as follows:

<b>Task 1</b>	<b>\$17,500</b>
<b>Task 2</b>	<b>\$13,450</b>
<b>Task 3</b>	<b>\$59,250</b>
<b>Task 4</b>	<b>\$5,000</b>
<b>Task 5</b>	<b>\$16,000</b>
<b>Task 6</b>	<b>\$20,000</b>
<b>Task 7</b>	<b>\$22,400</b>
<b>TOTAL FEE:</b>	<b>\$153,600</b>

12.2 The Consultant shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month for the percentage of work completed for each task. Monthly invoices shall include a brief progress statement that summarizes work completed the prior month. Invoices will normally be paid within thirty (30) days following the Village's receipt of the Consultant's invoice at the mailing address stated above.

12.3 The Village may request attendance by Bill Spikowski and/or Seth Harry at workshops, meetings, presentations, or public hearings beyond those specified in Exhibit A. The Village may also request other professional services not contained in Exhibit A. In either case, time required for attendance, preparation, and other professional services will be invoiced at \$175 per hour for Bill Spikowski and/or Seth Harry. The Village will reimburse the Consultant for Seth Harry's travel expenses and pay a flat fee for his travel time as agreed in advance between the Village and the Consultant.

12.3 Invoices for extra attendance and other professional services shall be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. Each billing entry must be sufficiently descriptive so that it can be determined exactly what professional service was provided and the appropriateness of the related time charge can be assessed.

12.4 The Village will reimburse the Consultant for any out-of-pocket expenses directly related to attendance at additional meeting or for professional services beyond those specified in Exhibit A, including, but not limited to, long distance telephone charges, postage charges, courier fees, printing, and photocopying. Payment for some of these fees is outlined more specifically below.

- (a) In-house photocopying will be paid at the rate of ten cents (.10) per page.
- (b) The Village will not pay for local facsimile transmissions.
- (c) Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.
- (d) Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- (e) The Village will not pay for local travel within Lee County.
- (f) For all disbursements, the Village requires copies of paid receipts, invoices, or other documentation acceptable to the Village. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of professional services provided.

12.5 This is a non-exclusive Agreement and the Village does not guarantee that any services beyond those stated herein will be requested of the Consultant.

### SECTION 13 – INSURANCE

13.1 The Consultant shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the Village and the Consultant.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
<b>Professional liability/ Errors and Omissions</b>	\$300,000 annual aggregate
<b>Commercial General Liability Insurance</b>	\$1,000,000 per occurrence \$2,000,000 aggregate
<b>Automobile Liability (optional /per case basis)</b>	\$1,000,000 combined Single Limit
<b>Workers’ Compensation</b>	Must be in accordance with State and Federal Laws (no minimum amount)

Proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance upon request by the Village. The Village shall be identified as an “Additional Insured” on general and auto liability. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

### SECTION 14 – PUBLIC RECORDS

14.1 Pursuant to section 119.0701, Florida Statutes, the Consultant shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and, if applicable, specifically agrees to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the Village to keep and maintain in order to perform the services under this Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the Village would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the Village all said public records in possession of the Consultant upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the Village in a format that is compatible with the information technology systems of the Village.

**SECTION 15 – TERMINATION**

15.1 This agreement may be terminated by either party upon seven days written notice should either party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. This agreement may also be terminated upon seven days written notice if the project is permanently abandoned or terminated without cause. In either event, the Village shall compensate the Consultant for services rendered up to the date of termination.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement for Professional Planning Services to be executed as of the day and year set forth above.

**VILLAGE OF ESTERO**

ATTESTS:

By: \_\_\_\_\_  
Interim Village Clerk

By: \_\_\_\_\_  
Nick Batos, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Interim Village Attorney

**CONSULTANT: Spikowski Planning Associates**

By: \_\_\_\_\_

Print Name: William M. Spikowski

Title: Owner, Spikowski Planning Associates

## **EXHIBIT A**

### **TASK 1 - REGULATORY FRAMEWORK & BOUNDARY MAPS [months 1–3]**

- a. Expand and refine the proposed mixed-use regulatory framework. The preliminary concept is to allow higher residential densities and a greater mix of uses in traditional mixed-use patterns (city blocks and a network of walkable streets). Conceptual regulating plans would be adopted into the land development code to provide more predictability to developers and the public. The new review process would consider these mixed-use areas as future interconnected neighborhoods instead of isolated development projects.
- b. Prepare an overlay map that could be used to identify the areas where new mixed-use planning standards would apply, such as the proposed village center (east of US 41 between the Estero River and Williams Road) and the healthcare village (surrounding the intersection of US 41 and Coconut Road).
- c. Prepare a second map that could be used to identify additional areas where the new standards might be available.
- d. Draft interim comprehensive plan policies that summarize in general terms how the new framework would be implemented and applied. Determine how the new policies and maps can best be merged into the Estero community plan, which is found under Goal 19 of the transitional comprehensive plan as adopted by Section 12(6) of the village charter.
- e. Prepare a technical memorandum that includes the new maps and policies and supporting material. This document will serve as data and analysis for the state review process for the interim comprehensive plan amendments (maps and policies).

### **TASK 2 - TRANSITIONAL LAND DEVELOPMENT REGULATIONS [months 1–3]**

- a. Review relevant sections of the transitional land development regulations, as adopted by Section 12(7) of the village charter, to identify any provisions that may conflict with or hinder preliminary implementation of walkable mixed-use development while the new regulatory framework is being completed and adopted.
- b. Draft any needed interim code changes and put them into ordinance format for review by legal counsel for the Village.

**TASK 3 - REGULATING PLANS & SUPPORTING STANDARDS** [months 2–10]

- a. Prepare conceptual regulating plans for areas where the new mixed-use standards would apply. The regulating plans would be created with input from affected landowners and the public.
- b. Prepare supporting standards such as block sizes, street connectivity, and building types for use in the new mixed-use code when needed to supplement existing adopted standards.
- c. Seth Harry will lead public workshops on two separate occasions to present the emerging regulating plans and standards and obtain public input.

**TASK 4 - CONCEPTS FOR VILLAGE DESIGN OFFICE** [months 5–7]

- a. Examine approaches used by five other municipalities to incorporate design review into planning, zoning, or design regulations.
- b. Prepare a technical memorandum that documents approaches used by other municipalities and suggests one or more methods that a village design office could coordinate and/or administer the new mixed-use regulatory framework and provide other design review services to the Village Council and its advisory boards.

**TASK 5 - COMPREHENSIVE PLAN AMENDMENTS** [months 4–10]

- a. Draft comprehensive plan policies to update the interim policies formulated in Task 1 that would formally authorize increased densities, implement the new mixed-use standards, and link their use to land development code amendments that would be adopted immediately thereafter.
- b. Prepare a technical memorandum that includes the new policies and any revised maps and supporting material. This document will serve as data and analysis for the state review process for comprehensive plan amendments.

**TASK 6 - LAND DEVELOPMENT CODE AMENDMENTS** [months 4-10]

- a. Draft land development code amendments that carry out the updated comprehensive plan policies and adopt/implement the conceptual regulating plans and new mixed-use standards. The preliminary concept is to tie the new density allowances for the mixed-use areas to a streamlined review process, which would be based on Lee County's compact community's code (Chapter 32 in the transitional land development regulations):
  - The Village Council would adopt conceptual regulating plans into the development regulations to show the anticipated network of interconnected local streets that form city blocks and to indicate anticipated levels of intensity. Significant amendments to these regulating plans, such as eliminating streets, could be proposed by master developers using the LDC amendment process.

- The Village Council would authorize a process to approve more detailed plans for blocks or groups of blocks (specifying building types and ranges of uses, establishing exact street alignments, adjusting preserve boundaries, etc.) and authorizing limited adjustments to the regulating plans. This process would be used by developers to proposed detailed development plans just prior to building streets and subdividing lots.

**TASK 7 - PRESENTATIONS & PUBLIC HEARINGS [months 3–12]**

- a. Participate in up to seven public meetings or public hearings to present the maps, policies, and interim code changes (Bill Spikowski: seven meetings; Seth Harry: one meeting). Receive direction from the local planning agency and the Village Council after they receive input from the public and landowners.
- b. Revise maps, policies, and documentation (20 hours have been budgeted for this sub-task).

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**VILLAGE OF ESTERO, FLORIDA**

**RESOLUTION NO. 15 - \_\_\_\_\_**

**A RESOLUTION APPROVING THE AGREEMENT OF  
LEWIS, STROUD & DEUTSCH, PL, PROVIDING  
PROFESSIONAL PLANNING SERVICES REGARDING THE  
VILLAGE OF ESTERO PLANNING INITIATIVE;  
AUTHORIZING THE VILLAGE MAYOR TO EXECUTE THE  
AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Estero is a newly incorporated municipality; and

**WHEREAS**, the Village Council of the Village of Estero has determined that it is in the best interest of the Village of Estero to provide professional planning services for the Village of Estero Planning Initiative; and

**WHEREAS**, Lewis, Stroud & Deutsch, PL, has proposed to provide professional planning services for the Village of Estero Planning Initiative.

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

**SECTION ONE.** The Village Council hereby approves the Agreement for Professional Planning Services proposed by Lewis, Stroud & Deutsch, PL, a copy of which is attached hereto and incorporated herein by this reference.

**SECTION TWO.** The Village Council authorizes the Village Mayor to execute the Agreement for Professional Planning Services with Lewis, Stroud & Deutsch, PL.

**SECTION FOUR.** This Resolution shall take effect immediately upon adoption.

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47           **ADOPTED BY THE VILLAGE COUNCIL** of the Village of Estero, Florida this  
48           \_\_\_\_\_ day of April, 2015.

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Attest:

**VILLAGE OF ESTERO, FLORIDA**

By: \_\_\_\_\_  
Peter Lombardi  
Interim Village Manager/  
Custodian of Village Records

By: \_\_\_\_\_  
Nicholas Batos  
Mayor

Reviewed for legal sufficiency:

By: \_\_\_\_\_  
Burt Saunders, Esq.  
Interim Village Attorney

**VILLAGE OF ESTERO  
AGREEMENT FOR PROFESSIONAL PLANNING SERVICES**

This Agreement ("Agreement") is made as of the \_\_\_\_\_ day of April, 2015, by and between the **Village of Estero**, a Florida Municipal Corporation, whose mailing address is c/o Estero Fire Rescue District, 21500 Three Oaks Parkway, Estero, Florida 33928 ("Village") and **Lewis Stroud & Deutsch, PL**, whose mailing address is 1900 Glades Rd., Suite 251, Boca Raton, FL ("Consultant").

In consideration of the mutual promises contained in this Agreement, the Village and Consultant agree as follows:

**SECTION 1 – SCOPE OF SERVICES AND SCHEDULE**

1.1 The Village engages the Consultant to provide legal services related to the preparation of amendments to the comprehensive plan and land development code, as set forth more specifically in Exhibit A. Exhibit A also includes a schedule of performance for each task, which may be modified if the workshop or public hearing schedules are delayed by the Village.

1.2 The tasks in Exhibit A will support interim amendments to the comprehensive plan and land development code that would be ready for adoption 3 months after this agreement is executed. Additional tasks are included that would support the preparation of the complete new regulatory structure for mixed-use development, to be prepared in coordination with Spikowski Planning Associates according to the work plan adopted by the Village.

**SECTION 2 – REMEDIES**

2.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Lee County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

**SECTION 3 – WAIVER OF JURY TRIAL**

3.1 To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation related to this agreement.

3.2 If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney's fees.

**SECTION 4 - AUTHORITY TO PRACTICE**

4.1 The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the Village upon request.

**SECTION 5 – SEVERABILITY**

5.1 If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 6 - PUBLIC ENTITY CRIMES**

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, Consultant certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

**SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT**

7.1 The Village and Consultant agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 8 - WAIVER**

8.1 Failure of either party to enforce or exercise any right(s) under the Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

**SECTION 9 - COMPLIANCE**

9.1 Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

**SECTION 10 - INDEPENDENT CONTRACTOR**

10.1 No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 11 - COMPENSATION AND INVOICING**

11.1 The Village shall compensate the Consultant on a fixed-fee basis for the tasks set forth in Exhibit A. This fee includes all expenses incurred by the Consultant, except as set forth in Paragraphs 12.2 through 12.4. The fee for each task is as follows:

<b>Tasks 1 &amp; 2</b>	\$5,000
<b>Tasks 3 &amp; 4</b>	\$5,000
<b>Tasks 5 &amp; 6</b>	\$5,000
<b>Task 7</b>	\$5,000

**TOTAL FEE: \$20,000**

11.2 The Consultant shall render invoices to the Village for services that have been rendered in conformity with this Agreement which shall include a brief progress statement that summarizes work

completed. Invoices will normally be paid within thirty (30) days following the Village's receipt of the Consultant's invoice at the mailing address stated above.

11.3 The Village may request attendance by Nancy Stroud at workshops, meetings, presentations, or public hearings beyond those specified in Exhibit A. The Village may also request other professional services not contained in Exhibit A. In either case, time required for attendance, preparation, and other professional services will be invoiced at \$225 per hour. The Village will reimburse the Consultant for travel expenses that require overnight stays, including mileage and out of pocket costs.

11.4 Invoices for extra attendance and other professional services shall be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. Each billing entry must be sufficiently descriptive so that it can be determined exactly what professional service was provided and the appropriateness of the related time charge can be assessed.

11.5 The Village will reimburse the Consultant for any out-of-pocket expenses directly related to attendance at additional meeting or for professional services beyond those specified in Exhibit A, including, but not limited to, long distance telephone charges, postage charges, courier fees, printing, and photocopying. Payment for some of these fees is outlined more specifically below.

- (a) In-house photocopying will be paid at the rate of ten cents (.10) per page.
- (b) The Village will not pay for local facsimile transmissions.
- (c) Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.
- (d) Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- (e) For all disbursements, the Village requires copies of paid receipts, invoices, or other documentation acceptable to the Village. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of professional services provided.

11.6 This is a non-exclusive Agreement and the Village does not guarantee that any services beyond those stated herein will be requested of the Consultant.

#### **SECTION 12 - INSURANCE**

12.1 The Consultant shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Consultant.

**Type of Coverage**

**Amount of Coverage**

**Professional liability/  
Errors and Omissions**

\$300,000 annual aggregate

<b>Commercial General Liability Insurance</b>	\$1,000,000 per occurrence \$2,000,000 aggregate
<b>Automobile Liability (optional /per case basis)</b>	\$1,000,000 combined Single Limit
<b>Workers' Compensation</b>	Must be in accordance with State and Federal Laws (no minimum amount)

Proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance upon request by the Village. The Village shall be identified as an "Additional Insured" on general and auto liability. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

**SECTION 13 – PUBLIC RECORDS**

13.1 Pursuant to section 119.0701, Florida Statutes, the Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if applicable, specifically agrees to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the Village to keep and maintain in order to perform the services under this Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the Village would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the Village all said public records in possession of the Consultant upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the Village in a format that is compatible with the information technology systems of the Village.

**SECTION 14 – TERMINATION**

14.1 This agreement may be terminated by either party upon seven days written notice should either party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. This agreement may also be terminated upon seven days written notice if the project is permanently abandoned or terminated without cause. In either event, the Village shall compensate the Consultant for services rendered up to the date of termination.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement for Professional Planning Services to be executed as of the day and year set forth above.

**VILLAGE OF ESTERO**

ATTEST:

By: \_\_\_\_\_  
Interim Village Clerk

By: \_\_\_\_\_  
Nick Batos, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Interim Village Attorney

**CONSULTANT: Lewis Stroud & Deutsch, PL**

By: \_\_\_\_\_

Print Name: Nancy E. Stroud

Title: Member, Lewis Stroud & Deutsch, PL

## EXHIBIT A

**Task One** – Regulatory Framework and Boundary Maps (months 1-3). Assist planning consultants in the development of the proposed mixed-use regulatory framework for incorporation in the interim comprehensive plan amendments, specifically in regard to potential legal issues such as vested rights, property rights, and legal defensibility.

**Task Two** – Transitional Land Development Regulations (months 1-3). Analyze transitional land development regulations for legal issues, and review draft interim code changes and implementing ordinance for legal defensibility. Prepare revisions as appropriate.

**Task Three** – Regulating Plans and Supporting Standards (months 2-10). Attend two public workshops to gain insight into public concerns related to legal issues and to address any emerging legal issues.

**Task Four** – Concepts for Village Design Office (months 5-7). General assistance as needed (minimal time is anticipated) related to proposed approaches to the administration of regulations and design guidelines by a Village Design Office.

**Task Five** – Comprehensive Plan Amendments (months 4-10). Assist as appropriate in preparation and review of draft comprehensive plan policies and supporting data and analysis. Consult with Council regarding the state review and adoption process.

**Task Six** – Land Development Code Amendments (months 4-10). Perform legal analysis of proposed code amendments to adopt conceptual regulating plans and new mixed-use standards, and streamlined review process. Assist in drafting regulations that are legally defensible. Consult with Council regarding code amendment process.

**Task Seven** – Presentations and Public Hearings (months 3-12). Attend up to seven public meetings or hearings to provide legal backup and to learn of potential community concerns that may form the basis for legal challenges.

1 VILLAGE OF ESTERO, FLORIDA

2  
3 RESOLUTION NO. 15 - \_\_\_\_\_

4  
5 A RESOLUTION ESTABLISHING MEETING DATES, TIMES,  
6 AND LOCATION FOR COUNCIL MEETINGS AND  
7 WORKSHOPS OF THE VILLAGE OF ESTERO COUNCIL  
8 FOR THE REMAINDER OF 2015; AND PROVIDING AN  
9 EFFECTIVE DATE.

10  
11 WHEREAS, the Village of Estero is a newly incorporated municipality; and

12  
13 WHEREAS, it is necessary to provide for dates, times and location for Village Council  
14 Meetings and Workshops for the remainder of 2015;

15  
16 NOW, THEREFORE, be it resolved by the Village Council of the Village of Estero,  
17 Florida:

18  
19 SECTION ONE. The Village of Estero Village Council shall hold its Council  
20 meetings and workshops in accordance with the schedule attached hereto and incorporated herein  
21 by this reference.

22  
23 LOCATION: 21500 Three Oaks Parkway  
24 Estero, Florida 33928

25  
26 SECTION TWO. This Resolution shall take effect immediately upon adoption.

27  
28 ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this  
29 \_\_\_\_\_ day of April, 2015.

30  
31 Attest:

VILLAGE OF ESTERO, FLORIDA

32  
33 By: \_\_\_\_\_  
34 Peter Lombardi  
35 Interim Village Manager/  
36 Custodian of Village Records

By: \_\_\_\_\_  
Nicholas Batos  
Mayor

37  
38  
39 Reviewed for legal sufficiency:

40  
41 By: \_\_\_\_\_  
42 Burt Saunders, Esq.  
43 Interim Village Attorney

<b>APPROVED MEETING/WORKSHOP DATES</b>			
Monday	April 6th	10:00 AM	Council Meeting
Tuesday	April 7th	10:00 AM	Workshop
Friday	April 10th	10:00 AM	Workshop
Friday	April 17th	10:00 AM	Council Meeting
Friday	April 17th	1:30 PM	Workshop
Friday	April 24th	10:00 AM	Council Meeting
Friday	April 24th	1:30 PM	Workshop
Friday	May 1st	NO	Council Meeting
Friday	May 8th	10:00AM	Council Meeting
Friday	May 8th	1:30 PM	Workshop
<b>New Proposed Council Meetings and Workshops</b>			
Friday	May 15TH	10:00AM	Council Meeting
Friday	May 15TH	1:30 PM	Workshop
<b>Meetings 1st and 3rd Wednesdays of each Month</b>			
<b>Workshops 2nd Friday and 4th Wednesday of each Month IF NEEDED</b>			
Wednesday	May 20Th	6:30PM	Council Meeting
Friday	May 22nd	10:00AM	Workshop
Wednesday	June 3rd	10:00 AM	Council Meeting
Friday	June 12th	10:00 AM	Workshop
Wednesday	June 17th	6:30 PM	Council Meeting
Wednesday	June 24th	10:00 AM	Workshop
Wednesday	July 1st	10:00 AM	Council Meeting
Friday	July 10th	10:00 AM	Workshop
<b>Wednesday</b>	<b>July 15th</b>	<b>6:30 PM</b>	<b>Council Meeting</b>
Wednesday	July 22nd	10:00 AM	Workshop
<b>August No Meetings</b>			
Wednesday	September 2nd	10:00 AM	Council Meeting
Friday	September 11th	10:00 AM	Workshop
Wednesday	September 16th	6:30 PM	Council Meeting
Wednesday	September 23rd	10:00 AM	Workshop
Wednesday	October 7th	10:00 AM	Council Meeting
Friday	October 9th	10:00 AM	Workshop
Wednesday	October 21st	6:30 PM	Council Meeting
Wednesday	October 28th	10:00 AM	Workshop
Wednesday	November 4th	10:00 AM	Council Meeting
Friday	November 13th	10:00 AM	Workshop
Wednesday	November 18th	6:30 PM	Council Meeting
Wednesday	November 25th	<b>NO WORKSHOP THANKSGIVING</b>	
Wednesday	December 2nd	10:00 AM	Council Meeting
Friday	December 11th	10:00 AM	Workshop
Wednesday	December 16th	6:30 PM	Council Meeting
Wednesday	December 23rd	<b>NO WORKSHOP CHRISTMAS</b>	

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**ORDINANCE  
NUMBER 2015 - \_\_\_\_**

**AN ORDINANCE OF THE COUNCIL OF THE  
VILLAGE OF ESTERO, FLORIDA, AMENDING  
CHAPTER 22, LICENSES AND BUSINESS  
REGULATIONS, OF THE CODE OF LAWS AND  
ORDINANCES OF THE VILLAGE OF ESTERO,  
FLORIDA; REMOVING CERTAIN RECORD-  
KEEPING REQUIREMENTS; PROVIDING FOR  
CONFLICT WITH OTHER ORDINANCES;  
PROVIDING FOR SEVERABILITY; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

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**RECITALS**

**WHEREAS**, the Board of County Commissioners of Lee County, Florida  
("Board") adopted Lee County Ordinance 03-14 regulating lobbying activities  
relating to the Board and employees of the County; and

**WHEREAS**, the requirements of Ordinance 0-14 were codified in Chapter  
22 of the Code of Laws and Ordinances of Lee County, Florida ("Lee County  
Code"); and

**WHEREAS**, Section 22-72 of the Lee County Code requires the Board  
and its employees to maintain certain records relating to lobbyist activities; and

**WHEREAS**, the Charter of the Village of Estero, established by Chapter  
2014-249, Laws of Florida, provides in Section 11(5) thereto that all applicable  
ordinances of Lee County contained in the Lee County Code shall, until  
otherwise affected by the Village Council of the Village of Estero ("Council"),  
constitute the Code of Laws and Ordinances of the Village of Estero ("Estero  
Code"); and

31           **WHEREAS**, the Council has determined that maintaining the provisions of  
32 Section 22-72 of the Estero Code no longer serves the public interest; and

33           **WHEREAS**, pursuant to Chapter 166, Florida Statutes, the Council has all  
34 powers of self-government not inconsistent with general or special law, including  
35 the power and authority to adopt ordinances providing for the public health,  
36 safety and welfare of the residents of the Village of Estero.

37           **NOW, THEREFORE, BE IT ORDAINED** by the Village Council of the  
38 Village of Estero, Florida:

39           **Section 1.** Chapter 22, Licenses and Business Regulations,  
40 Article VI, Lobbyists, is hereby amended as follows (underlined provisions are  
41 additions; ~~strikethrough~~ provisions are deletions):

42 ~~Sec. 22-72. Record-keeping responsibilities.~~

43 ~~County commissioners and employees as specified in subsection 22-~~  
44 ~~71(e), who make regulatory decisions or recommendations to the board of county~~  
45 ~~commissioners shall be responsible for maintaining a written log which~~  
46 ~~documents each oral lobbying communication or meeting with a lobbyist whether~~  
47 ~~paid or unpaid, held for the purpose of lobbying outside a duly noticed public~~  
48 ~~meeting or hearing on the record. The written log shall be of uniform form (Exhibit~~  
49 ~~"A", hereto). County commissioners nor county employees shall be required to~~  
50 ~~maintain a record of their contact with each other, while acting within the scope of~~  
51 ~~their official capacities and duties. The log shall, at a minimum, reflect the name~~  
52 ~~of the lobbyist, the date of the oral lobbying communication or lobbying meeting,~~  
53 ~~and the subject matter discussed.~~

54

55 ~~County commissioners shall deliver their logs to the clerk of court at the~~  
56 ~~end of each quarter and at the conclusion of their final term in office. County~~  
57 ~~employees as designated in subsection 22-71(e) must deliver their logs to the~~  
58 ~~clerk at the end of each quarter and upon the conclusion of their employment~~  
59 ~~with Lee County. All lobby logs must be in the form provided for in Exhibit "A",~~  
60 ~~hereto.~~

61 ~~Individuals who serve as members of advisory boards or advisory~~  
62 ~~committees to the county, who are either volunteers or receive no compensation~~  
63 ~~from the county for their services, are not required to maintain the logs as~~  
64 ~~described in this section.~~

65 ~~All individuals subject to the requirements of this section must file lobby~~  
66 ~~logs as set out above, regardless of whether any lobbying contacts are reported~~  
67 ~~during any reporting period.~~

68

69 **Section 2.** Conflict with other Ordinances. The provisions of this  
70 article shall supersede any provisions of existing ordinances in conflict herewith  
71 to the extent of said conflict.

72 **Section 3.** Severability. In the event that any portion of this  
73 ordinance is for any reason held invalid or unconstitutional by any court of  
74 competent jurisdiction, such portion shall be deemed a separate, distinct and  
75 independent provision, and such holding shall not affect the validity of the  
76 remaining portions of this ordinance.

77                    **Section 5.** Effective Date. This Ordinance shall take effect  
78 immediately upon its adoption by the Village Council.

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**PASSED AND DULY ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

VILLAGE COUNCIL OF THE VILLAGE OF  
ESTERO, FLORIDA

By: \_\_\_\_\_  
Nick Batos, Mayor

ATTEST:

By: \_\_\_\_\_  
Interim Village Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Burt Saunders, Village Attorney

Vote:	AYE	NAY
Mayor Batos	_____	_____
Vice Mayor Levitan	_____	_____
Councilor Ribble	_____	_____
Councilor Brown	_____	_____
Councilor Errington	_____	_____
Councilor Boesch	_____	_____
Councilor Wilson	_____	_____

**ORDINANCE NO. 2015- \_\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ESTABLISHING PROCEDURES FOR EX PARTE COMMUNICATIONS RELATED TO QUASI-JUDICIAL PROCEEDINGS; PROVIDING A SEVERABILITY CLAUSE; REPEALING AND RESCINDING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Estero was incorporated by referendum held on November 4 3, 2014 and the Village Council was elected on March 3, 2015, pursuant to the Charter of the Village of Estero (“Charter”) created by Ch. 2014-249, Laws of Florida; and

**WHEREAS**, the Charter provides that the Village Council shall have the broadest exercise of home rule powers permitted under the state Constitution and the laws of the state; and

**WHEREAS**, the Charter at Section 11, “General Provisions”, paragraph (5) “Transitional Ordinances and Resolutions”, provides that all applicable county ordinances currently in place at the time of passage of the referendum, unless specifically referenced in the Charter, shall remain in place unless rescinded by the Village Council or unless they are in conflict with an ordinance, rule or regulation of the Village; and

**WHEREAS**, the Village Council has determined that it is in the best interests and welfare of the Village and its residents to enact an ordinance providing for ex-parte procedures in quasi-judicial proceedings that are authorized by Section 286.0155(2), Florida Statutes, but which are in conflict with Lee County ex-parte procedures; and

**WHEREAS**, the Village Council intends that this Ordinance adopting the ex-parte quasi-judicial procedures shall replace the Lee County ex-parte quasi-judicial procedures upon adoption; and

**WHEREAS**, the Charter at Section 11, “General Provisions”, paragraph (6) “Transitional Comprehensive Plan”, provides that the Village Council is the Local Planning Agency for the Village until such time as the Village Council establishes a separate local planning agency; and

**WHEREAS**, the Village Council, as the Local Planning Agency, has determined that the ex-parte quasi-judicial procedures established by this Ordinance are consistent with the Comprehensive Plan.

**NOW THEREFORE, THE VILLAGE OF ESTERO HEREBY ORDAINS** as follows:

**Section 1. Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed as being true, and the same are hereby incorporated as a part of this Ordinance.

**Section 2. Communications with Local Public Officials.** Communications with local public officials (as defined in F.S. § 286.0115(2)) regarding quasi-judicial matters shall be governed by the following procedure:

(1) If any person not otherwise prohibited by statute, Charter provision, or ordinance discusses with any local public official representing the Village of Estero the merits of any matter on which action may be taken by any board, council or commission on which the local public official is a member, such communication shall not raise any presumption of prejudice, provided that the following process of disclosure occurs:

a. The subject and substance of any ex parte communication with a local public official representing the Village of Estero which relates to quasi-judicial action pending before

the official, as well as the identity of the person, group or entity with whom the communication took place, is disclosed and made a part of the record before final action is taken on the matter.

b. A local public official representing the Village of Estero may read a written communication from any person; however, a written communication that relates to quasi-judicial action pending before such official shall be made a part of the record before final action is taken on the matter.

c. A local public official representing the Village of Estero may conduct investigations, make site visits and receive expert opinions regarding quasi-judicial action pending before him or her, provided that such activities and the existence of such investigations, site visits, or expert opinions are made a part of the record before final action is taken on the matter.

(2) Disclosure made pursuant to Section (1) a., b. and c. above must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication.

**Section 3.** **Severability.** If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

**Section 4.** **Conflict.** All sections or parts of sections of the applicable county ordinances currently in place at the time of the incorporation of the Village of Estero in conflict herewith are intended to be rescinded and repealed to the extent of such conflict.

**Section 5.** **Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

PASSED and ADOPTED on first reading this 6th day of April, 2015.

PASSED and ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Nick Batos, Mayor

**Attest:**

\_\_\_\_\_  
Village Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Burt Saunders, Interim Village Attorney

**Vote:**

Mayor Batos	yes _____	no _____
Vice Mayor Levitan	yes _____	no _____
Councilmember Boesch	yes _____	no _____
Councilmember Brown	yes _____	no _____
Councilmember Errington	yes _____	no _____
Councilmember Ribble	yes _____	no _____
Councilmember Wilson	yes _____	no _____

**ORDINANCE NO. 2015- \_\_\_\_\_**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ESTABLISHING LAND USE ADVISORY BOARDS TO THE VILLAGE COUNCIL TO INCLUDE THE PLANNING AND ZONING BOARD AND THE DESIGN REVIEW BOARD; PROVIDING A SEVERABILITY CLAUSE; REPEALING AND RESCINDING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Estero was incorporated by referendum held on November 4 3, 2014 and the Village Council was elected on March 3, 2015, pursuant to the Charter of the Village of Estero (“Charter”) created by Ch. 2014-249, Laws of Florida; and

**WHEREAS**, the Charter provides that the Village Council shall have the broadest exercise of home rule powers permitted under the state Constitution and the laws of the state; and

**WHEREAS**, the Charter at Section 6, “Personnel”, paragraph (3) “Planning”, provides that the Village shall designate an agency or agencies to execute the planning functions with such decision making responsibilities as may be specified by ordinance or general law; and

**WHEREAS**, the Charter further provides at Section 11, “General Provisions”, paragraph (5) “Transitional Ordinances and Resolutions”, that all applicable county ordinances currently in place at the time of passage of the referendum, unless specifically referenced in the Charter, shall remain in place unless rescinded by the Village Council or unless they are in conflict with an ordinance, rule or regulation of the Village; and

**WHEREAS**, the Village Council has determined that it is in the best interests and welfare of the Village and its residents to enact an ordinance that establishes advisory boards to

the Village Council to review and provide recommendations to the Village Council on certain land use proposals; and

WHEREAS, the Village Council desires that the public have full opportunity to participate in the Village reviews of land development proposals; and

**WHEREAS,** the Village Council intends that this Ordinance adopting the Planning and Zoning Board and the Design Review Board shall replace the Lee County regulations in conflict with this Ordinance upon its adoption; and

**WHEREAS,** the Charter at Section 11, “General Provisions”, paragraph (6) “Transitional Comprehensive Plan”, provides that the Village Council is the Local Planning Agency for the Village until such time as the Village Council established a separate local planning agency; and

**WHEREAS,** the Village Council, as the Local Planning Agency, has determined that the advisory boards established by this Ordinance are consistent with the Comprehensive Plan.

**NOW THEREFORE, THE VILLAGE OF ESTERO HEREBY ORDAINS as follows:**

**Section 1. Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed as being true, and the same are hereby incorporated as a part of this Ordinance.

**Section 2. Village of Estero Planning and Zoning Board.**

Sec. 2-1. Created; composition; term of office.

(1) A planning and zoning board is hereby created, consisting of 7 members, each of whom shall be appointed by the village council for a term of 3 years, except for the initial terms

of the Board upon its creation. The terms shall be staggered such that not fewer than 2 nor more than 3 terms shall expire each year.

(2) The terms of board members shall commence on April 1 and shall expire on March 31. Each member of the board shall serve until the expiration of his or her term.

(3) Notwithstanding any provision of this ordinance, and in addition to the 7 voting board members, the Lee County school board may appoint as nonvoting, uncompensated members of the planning and zoning board and representatives of the school board pursuant to Section 163.3174, Florida Statutes, one or more officers or employees of the school board; provided, however, that only one representative so appointed shall attend any meeting of the planning and zoning board. The term of such members shall be for the term specified by the school board or, if no term is specified, for the duration of the tenure or employment of the member with the school board, or until removed by the school board. The school board shall notify the village clerk in writing within ten days of the appointment or removal of any member.

Sec. 2-2. Qualifications for membership.

Members of the planning and zoning board shall be appointed by the village council by affirmative vote of a majority of the village council membership on an at large basis provided that such member appointed is qualified for membership under the terms of this Section 2-2. At least 4 members of the planning and zoning board shall be residents of the Village. All other members shall either (i) own a business in the village, (ii) own property in Estero, or (iii) work in Estero. The members of the planning and zoning board shall have diverse backgrounds, and, wherever possible, prior experience in land use, planning, zoning, legal matters, environmental matters, or building and development. Each member shall be sympathetic to municipal

development consonant with the Estero Community Plan (as set forth in Goal 19 of the Lee County Comprehensive Plan) and with the health, safety and welfare of its residents. No board member shall hold any other public office, appointive or elective.

Sec. 2-3. Vacancies; removals.

(1) Vacancies on the planning and zoning board shall be filled pursuant to the administrative ordinances of the Village of Estero.

(2) The village council may remove any member of the board from office after notice and hearing, upon the affirmative vote of a majority of the village council membership.

Sec. 2-4. Compensation.

The members of the planning and zoning board shall serve without compensation.

Sec. 2-5. Organization; meetings; procedures; records; quorum.

(1) An organizational meeting of the planning and zoning board shall be held on April 1 of each year, or as soon thereafter as practicable, for the purpose of electing officers for the ensuing year. The village council shall appoint a chairman from among the members of the board for terms of 1 year to preside at meetings of the board. The chairman shall be well versed in the land development process, specifically with planning and zoning matters, and shall have the requisite knowledge and ability lead the planning and zoning board in conducting quasi-judicial hearings. The vice-chairman shall be elected for terms of 1 year by the board from its membership, and shall serve in the absence of the chairman. A secretary shall be appointed by the village manager to serve as clerk to the board but not as a voting member, and the village shall pay for all costs and expenses related to the operation of the board. At least 1 regular meeting of the board shall be held each month, and special meetings may be called by the

chairman or by any 3 regular members of the board. At least 7 days' notice shall be provided for any meeting, and an agenda for the meeting shall be available to the public at least 7 days prior to the meeting.

(2) The board may adopt reasonable rules of procedure to govern the conduct of its business and the holding of public hearings and workshops, consistent with any procedures established for it by the village council. The board shall keep a record of its proceedings pursuant to Florida law, and shall file approved minutes of each meeting with the village clerk within 30 days of the date of the meeting, or as soon thereafter as practicable. The village clerk shall maintain all records of the board. All meetings of the board shall be open and available to the public pursuant to Florida law.

(3) Four members in attendance shall constitute a quorum of the board.

Sec. 2-6. Staff; other assistance.

The village development services director shall advise and assist the planning and zoning board in all of its deliberations. In the event that the village chooses to engage the services of the Lee County Department of Community Development for purposes of planning and zoning advice and assistance, then the development services director shall be deemed to mean the Director of the Lee County Department of Community Development and his or her designated staff. The village manager shall provide such other staff and clerical assistance as the board may require in the performance of its duties, subject to the availability of such staff and clerical assistance as approved by the village council. The board may call upon any department or other agency of the village for information or advice in the performance of its work. The board, upon the approval of the village council, may accept grants or other monetary or physical assistance to aid in its work.

Sec. 2-7. Designation as local planning agency.

The planning and zoning board is hereby designated as the local planning agency for the purposes of the Community Planning Act, Section 163.3164, Florida Statutes, et seq., and successor provisions thereto. All of the functions, duties, powers and responsibilities of a local planning agency as per such statutory provisions are hereby delegated to the planning and zoning board.

Sec. 2-8. Additional Powers and duties.

The planning and zoning board shall:

(1) Utilize current data, maps, graphic material and other available information to adequately depict and record past developments and existing conditions for the purpose of analyzing, interpreting and projecting trends with respect to population, economic base, property values, building construction, tourist and industrial development, transportation, housing, public facilities, utilities, recreation, natural environment, traffic and land uses of the village.

(2) Conduct studies and surveys and otherwise determine the needs and goals of the community for current and future development.

(3) Conduct the comprehensive planning program of the village, including, without limitation, the development of the village's first comprehensive plan (following transition) and preparation of the future land use map, review of all proposed amendments to the comprehensive plan or elements or portions thereof, and report its recommendations with respect to said first comprehensive plan and future land use map, and on proposed amendments to the comprehensive plan and future land use map, or elements or portions thereof within such time as the village council shall specify or as may otherwise be required by law or ordinance.

(4) Act as the Land Development Regulation Commission under Section 163.3174, Florida Statutes, and prepare and review the initial land development code for the village and all subsequent amendments thereto or to elements or portions thereof. With respect to the development of the land development code, and any amendments thereto, the board shall consult with the Estero Design Review Board with respect to matters relating to design of developments, structures and projects and development orders relating thereto.

(5) Conduct public hearings after due public notice and make recommendations to the village council regarding proposed amendments to the comprehensive plan or elements or portions thereof, applications for future land use map amendments, proposed amendments to the land development code, proposed amendments to the zoning district regulations, applications for the rezoning of property, and other matters as may be required by law or ordinance.

(6) Conduct public hearings after due public notice and make determinations with respect to all applications for administrative actions and deviations relating to the height of buildings and structures, variances, and special exceptions from and pursuant to the land development code.

(7) In addition to any other public hearings required by law, with respect to all development proposals that require comprehensive plan amendments, planned development zoning actions, rezonings, variances, and special exceptions, or other development applications as determined by the village manager should be subject to workshop, the planning and zoning board shall conduct a workshop meeting to provide public information about the proposal prior to the determination by the village staff that an application is sufficient. The applicant shall provide a detailed overview of the project at the workshop for any interested citizens, and shall

supply the planning and zoning board such documents and other information in connection therewith as are set forth in the rules of procedure adopted by the board pursuant to section ~~2-4(2)~~ 2-5(2) hereof. The workshop shall be held within the village of Estero at such a place and time as are designated by the chairman of the board. The minutes of such a meeting shall include a meeting summary document that contains the following information: the date, time, and location of the meeting; a list of attendees; a summary of the concerns or issues that were raised at the meeting. The applicant shall provide the planning and zoning board with a proposal for how the applicant will respond to any issues that were raised at such a workshop prior to a finding of sufficiency with respect to such application.

(8) Monitor and oversee the effectiveness and status of the comprehensive plan and land development code and recommend to the village council such changes as may from time to time be required. Prepare periodic reports on the plan for submission to the village council upon the request of the village council or when the board deems appropriate.

(9) Recommend to the village manager and to the village council projects, plans, codes and ordinances designed to implement the comprehensive plan or promote the development of the village.

(10) Review and make recommendations on all plats for the subdivision of land within the village.

(11) Respond to requests from the village manager on matters pertaining to planning and zoning.

(12) Perform such other duties as may be assigned by the village council or required by ordinance.

Sec. 2-9. Advisory capacity; exceptions.

(1) Except as stated in sub-section 2 below, the actions, decisions and recommendations of the planning and zoning board shall not be final or binding on the village council, but shall be advisory only.

(2) The board shall review and approve, deny, or approve with conditions, administrative amendments and deviations relating to height of buildings and structures, variances and special exceptions. In such instances, the decision of the board shall be reduced to writing in the form of a resolution, signed by the chairman of the board, and filed with the village clerk within 30 days of the signed resolution. Any party aggrieved by a decision of the board shall, prior to seeking judicial review, file with the village clerk within 30 days from the filing of the resolution a notice of appeal to the village council. Upon the filing of a notice of appeal, the village council shall as soon as is practicable hold a public hearing upon the matter and shall affirm, reverse or affirm with modifications the decision of the board. Any person may speak at the appeal hearing, without the need of having appeared in the proceedings below.

**Section 3. Design Review Board.**

Sec. 3-1. Creation; composition; terms; appointment.

A design review board is hereby created. The board shall be composed of 8 members, appointed by the village council for terms of 2 years, except for the initial terms of the Board upon its creation. The terms shall be staggered such that not fewer than 3 nor more than 4 terms shall expire each year. The members of the design review board shall be appointed by the affirmative vote of a majority of the village council membership on an at large basis provided that they are qualified for membership pursuant to Section 3-2 below.

Sec. 3-2. Organization; qualification of members.

(1) The village council shall appoint a chairman from among the appointed members of the design review board to serve for one year terms and to preside at its meetings. The design review board shall elect a vice-chairman for 1 year terms to preside at its meetings in the absence of the chairman. The board shall formulate its rules and regulations for the conduct of its business, which shall govern except as inconsistent with any procedures established for it by the village council.

(2) The members of the board shall have the following qualifications:

(a) At least 4 members must be residents of the village. All other members shall either (i) own a business in the village; (ii) own property in the village; or (iii) work in the village;

(b) At least 3 members of the board shall be state-registered architects, and at least 1 other member shall be a state-registered landscape architect. The remaining members of the board shall be ~~state-registered~~ architects, ~~state-registered~~ landscape architects, ~~state-registered~~ professional engineers, professional land planners, building contractors, or shall possess a similarly related professional background which is well versed in the land development process; and

(c) No board member shall hold any other public office, appointive or elective.

Sec. 3-3. Review of plans and specifications for certain development orders and building permits.

(1) The signature or electronic signature of the chairman or presiding member on each set of plans and specifications for either a development order or a building permit required to be reviewed by the board shall be prerequisite to the issuance of any such development order or building permit by the village. The board may require such changes in the plans and specifications as in its judgment may be requisite and appropriate to the maintenance of a high standard of

architecture, beauty and harmony as established by the standards adopted by the village council for the guidance of the board. The affirmative vote of at least a majority of the board members present at a meeting shall be required for any action of the board. The action taken by the board shall be reduced to writing, signed by the chairman, filed with the village clerk within 30 days of the signed writing, and a copy thereof made available to the applicant upon request.

(2) The design review board shall review every application for a development order, including an application for a limited review development order, that has any impact on building appearance and design, landscaping, hardscaping, pedestrian and vehicular connectivity, open space, and the like, including but not limited to site plans, requests for administrative deviations other than those related to the height of buildings and structures, and any permit (i) to erect a building or structure, or (ii) for a ground mounted monument style sign, or (iii) to materially alter a front or side elevation of any existing building or structure in the village, excluding applications related to single-family dwellings other than applications related to front porches. The application shall be accompanied by ~~2 sets of~~ an electronic copy of the detailed plans. If the plans submitted do not furnish sufficient information adequately to show the scope of the planned construction for which a permit has been requested, then there shall be furnished, in addition to the ~~2 sets of~~ detailed plans, ~~1 set~~ an electronic copy of detailed specifications for such proposed work. Both the plans and specifications shall be prepared by a registered architect or registered engineer, qualified under the laws of the state to prepare such plans and specifications, and no development order or building permit therefor shall be issued until such plans (and specifications when required) have been previously approved by the board as hereinabove provided. No plans or specifications in violation of this or any other ordinance of the village shall be approved. No permit for the construction or

addition to any building (excluding permits related to single-family dwellings other than permits related to front porches) shall be issued until and unless the plans therefor have been approved by the board as being in accordance with the standards as provided for in (1) above.

(3) Prior to the conduct of a design review board meeting to consider a development order or permit approval pursuant to Section 3-3 (2) other than a building permit, the design review board shall conduct a workshop meeting to provide public information about the proposal prior to the determination by the village staff that an application is sufficient. The applicant shall provide a detailed overview of the project at the workshop for any interested citizens, and shall supply the design review board such documents and other information in connection therewith as are set forth in the rules of procedure adopted by the Board pursuant to section 3-2(1) hereof. The workshop shall be held within the village of Estero at such a place and time as are designated by the chairman of the board. The minutes of such meeting shall include a meeting summary document that contains the following information: the date, time, and location of the meeting; a list of attendees; a summary of the concerns or issues that were raised at the meeting. The applicant shall provide the design review board with a proposal for how the applicant will respond to any issues that were raised at such a workshop prior to a finding of sufficiency with respect to such application.

#### Sec. 3-4. General criteria of the board.

The board may approve, approve with conditions or disapprove the issuance of a development order or building permit in any matter subject to its jurisdiction after consideration of whether the proposal complies with the following general criteria. If the criteria are met, the application shall be approved. Conditions may be applied when the proposed building or structure does not comply with the criteria, and shall be such as to bring the structure or project into

conformity with the criteria. If any application is disapproved, the board shall detail in its findings the criterion or criteria that are not met.

(1) The plan for the proposed development, structure or project is in conformity with good taste, good design, and in general contributes to the image of the village as a place of beauty, spaciousness, harmony, taste, fitness, and high quality.

(2) The proposed development, structure or project is not, in its exterior design and appearance, of inferior quality such as to cause the nature of the local environment or evolving environment to materially depreciate in appearance and value.

(3) The proposed development, structure or project is in conformity with the standards of the land development code (including but not limited to Sections 33-51 through 33-477 of the Lee County Land Development Code) and other applicable ordinances insofar as the location and appearance of the buildings and structures are involved.

(4) The proposed structure or project is in harmony with the proposed developments in the general area, and fully consistent with the comprehensive plan for the village and with the criteria set forth in any Supplemental Criteria of the board, as the same may be adopted by ordinance of the village council from time to time. If the board makes a recommendation to the village council for any changes to the criteria for review, the council shall consider same and may adopt such recommendations with or without modifications by ordinance or may reject the same.

(5) The proposed landscape and irrigation design shall promote water conservation. Water requirements may be reduced by providing for:

- (a) Preservation and reestablishment of native plant communities;
- (b) The use of drought-tolerant, site specific, and shade producing plants; and

(c) Design and maintenance of irrigation systems, which eliminate waste of water due to over-application or loss from damage.

Sec. 3-5. Meetings; quorum; records; staff.

The board shall meet at least twice per month, at the call of the chairman, or more often as may be required in order to consider applications pending without unnecessary delay. All meetings shall be open to the public and the order of business and procedure to be followed shall be prescribed within the rules and regulations to be adopted by the board, and pursuant to Florida law. At least 7 days' notice shall be provided for any meeting, and an agenda for the meeting shall be available to the public at least 7 days prior to the meeting. The board, with the assistance of the village clerk, shall keep a record of its proceedings, and shall file approved minutes of its meetings with the village clerk within 14 30 days of the date of any such meeting, or as soon thereafter as practicable. Four members shall constitute a quorum, provided that any quorum must include at least one member who is a state-registered architect. The village manager is authorized and empowered to appoint necessary staff for the board, and the village shall pay for all costs and expenses related to the operations of the board as approved by the village council.

Sec. 3-6. Appeals.

Any person aggrieved by a decision of the board shall file a notice of appeal with the village clerk and pay the appeal fee as specified by the village within 30 days from the filing of the board's written decision with the village clerk. The notice of appeal shall specify the action taken by the board and in what respect the appellant is aggrieved by such action, and the action which appellant desires the village council to take with respect to the decision of the board. Upon the filing of a notice of appeal, the village council shall as soon as is practicable hold a public hearing upon the

matter and shall affirm, reverse or affirm with modifications the decision of the board. Any person may speak at the appeal hearing, without the need of having appeared in the proceedings below.

Sec. 3-7. Compliance with other village code provisions.

The requirements of this ordinance are in addition to any other requirement of the village code. Approval by the board of a given set of plans and specifications does not necessarily constitute evidence of applicant's compliance with other requirements of the village code.

Sec. 3-8. Violations:

~~Violations of this division may be referred to the appropriate code enforcement agent or board for disposition. In such event, the person alleged to be in violation of this ordinance and the village shall be governed by the code enforcement provisions of the village code.~~

**Section 4.** **Severability.** If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

**Section 5.** **Conflict.** All sections or parts of sections of the applicable county ordinances currently in place at the time of the incorporation of the Village of Estero in conflict herewith are intended to be rescinded and repealed to the extent of such conflict.

**Section 6.** **Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

PASSED and ADOPTED on first reading this 6th day of April, 2015.

PASSED and ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Nick Batos, Mayor

**Attest:**

\_\_\_\_\_  
Village Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Burt Saunders, Interim Village Attorney

**Vote:**

Mayor Batos	yes	_____	no	_____
Vice Mayor Levitan	yes	_____	no	_____
Councilmember Boesch	yes	_____	no	_____
Councilmember Brown	yes	_____	no	_____
Councilmember Errington	yes	_____	no	_____
Councilmember Ribble	yes	_____	no	_____
Councilmember Wilson	yes	_____	no	_____

## VILLAGE COUNCIL REGULAR MEETING OF APRIL 6, 2015

The Village of Estero Council Regular Meeting was held on this date at the Estero Fire Rescue District Meeting Room, 21500 Three Oaks Parkway, Estero, Florida, with the following Council members present:

- Nick Batos – Mayor, District 6
- Howard Levitan – Vice-Mayor, District 2
- Bill Ribble - District 1
- Donald Brown - District 3
- Katy Errington - District 4
- Jim Boesch - District 5
- Jim Wilson - District 7

The Mayor called the meeting to order at 10:00 am, followed by the Pledge of Allegiance to the flag.

### ROLL CALL

Interim Village Manager Peter Lombardi called the roll; all members were present.

### APPROVAL OF AGENDA

Mayor Batos proposed the addition of three items to the meeting agenda:

1. Approval of loan documents with SunTrust (as clarified by Interim Village Attorney Burt Saunders)
2. Review a list of clergy people for invocations prepared by Mr. Boesch.
3. Resolution on issue pertaining to water and land purchases in Florida

Mr. Ribble moved approval of the revised agenda, seconded by Ms. Errington, called and carried unanimously.

### COUNCIL BUSINESS

#### **1. Approval of loan documents with SunTrust**

Interim Village Attorney Burt Saunders explained that SunTrust had accepted changes in the approved loan documents as requested by the GrayRobinson Law Firm. Mr. Boesch moved approval, seconded by Mr. Brown. The Mayor called for public input; however, no one came forward. The motion was called and carried unanimously.

RESOLUTION NO. 2015-17

#### **2. Review of list of clergy people for invocations**

Mr. Boesch presented a list of local clergy people who would be available to provide the invocations, and noted the diversity of backgrounds. It was agreed that suggestions for additional names should be sent to Interim Village Manager Peter Lombardi, who will check on availability and set up a rotation.

#### **3. Resolution – Support of State Purchase of Sugar Land**

After Ms. Errington presented information (copy on file) on the importance of the planned state purchase of sugar land, Mayor Batos noted that, due to time constraints, this item had been moved from tomorrow's agenda to be considered at this time. Interim Village Attorney Burt Saunders explained that he would prepare the resolution for signatures and hand-deliver it on Wednesday to the Senate President, Speaker of the House, and Governor's Office. The Mayor called for public input; however, no one came forward. Mr. Ribble moved approval, seconded by Ms. Errington. Following Council discussion, the motion was called and carried unanimously.

RESOLUTION NO. 2015-18

**4(A) Approval of Regular Council Meeting and Workshop Minutes of March 27, 2015**

Interim Village Manager Peter Lombardi requested that this item be deferred to the meeting of April 17, 2015. There were no objections from the Council members.

**4(B) FIRST READING – ORDINANCE 2015-01**

**An Ordinance of the Village Council of the Village of Estero, Florida, establishing Land Use Advisory Boards to the Village Council to include the Planning and Zoning Board and the Design Review Board; providing a severability clause; repealing and rescinding all ordinances in conflict; and providing an effective date.**

Interim Village Attorney Burt Saunders confirmed that proper notice had been provided for this hearing and the second hearing. Following brief discussion, members agreed to move to the next items while copies of the amended draft were made for members who had not received the most recent draft.

FOLLOWING CONSIDERATION OF ITEM 4(D):

Mr. Levitan reviewed and explained the revisions page by page. Extensive discussion ensued, during which Mr. Levitan, Attorney Saunders, Interim Village Manager Peter Lombardi, and Special Zoning Counsel Nancy Stroud answered questions from the Council. Mayor Batos called for public input; however no one came forward. Mr. Levitan moved approval, seconded by Mr. Ribble, called and carried unanimously via roll-call vote.

**4(C) FIRST READING – ORDINANCE 2015-02**

**An Ordinance of the Village Council of the Village of Estero, Florida establishing procedures for ex parte communications related to quasi-judicial proceedings; providing a severability clause; repealing and rescinding all ordinances in conflict; and providing an effective date.**

Interim Village Attorney Burt Saunders confirmed that proper notice had been provided for both this hearing and the second hearing. Following brief comments from Mr. Boesch, the Mayor called for public input; however no one came forward. Mr. Brown moved approval, seconded by Mr. Wilson, called and carried unanimously via roll-call vote.

**4(D) FIRST READING – ORDINANCE 2015-03**

**An Ordinance of the Village Council of the Village of Estero, Florida, amending Chapter 22, Licenses and Business regulations, of the Code of Laws and Ordinances of the Village of Estero, Florida; removing certain record keeping requirements; providing for conflict with other ordinances; providing for severability; and providing for an effective date.**

Mayor Batos explained the purpose of the ordinance, and Mr. Wilson offered additional clarification. The Mayor called for public input; and the following individuals came forward to comment:

Fountain Lake resident, Larry Newell

Old Estero resident, Patty Whitehead

After Mr. Levitan and Mayor Batos responded to Ms. Whitehead's concerns, Mr. Ribble moved approval, seconded by Mr. Brown. The motion was called and carried unanimously via roll-call vote.

AT THIS TIME, THE COUNCIL RESUMED CONSIDERATION OF ITEM 4(B).

**PUBLIC INPUT ON NON-AGENDA ITEMS**

Fountain Lake resident, Larry Newell – Hospital situation and the Agency for Health Care Administration

Marsh Landing resident, Beverly MacNellis – Hospital Planning Board as a resource

Villages at Country Creek resident, George Molnar – Village website; legal and financial information

Broadway Mobile Home Village resident, Pat Holcomb – Possible eminent domain actions on vacant land

**COUNCIL / MANAGER/ATTORNEY COMMUNICATIONS AND FUTURE AGENDA ITEMS**

**Council Members' Comments:**

Mr. Ribble commended Mr. Levitan for writing an article about transparency for Spotlight Magazine.

Mr. Levitan asked about the starting time for tomorrow's Workshop Meeting. After discussion, it was agreed that the meeting would begin at 10:00 am, and then be continued to 1:30 pm.

Mr. Boesch requested that Interim Village Manager Peter Lombardi provide Council members with copies of the Consultants Competitive Negotiations Act and the Public Business 287 Statute.

Mayor Batos:

Reported that he had requested an updated population count for Estero to be considered by the Metropolitan Planning Organization (MPO).

Noted that a proposed schedule of meetings and workshops from now through year-end would be brought up at the April 17, 2015 meeting

Requested approval of a proclamation acknowledging the Estero Council of Community Leaders (ECCL) for all their work done, including the work on incorporation; and wishing them success in their future operations. Mr. Wilson moved approval, seconded by Mr. Boesch. The Mayor called for public comment, but no one came forward. The motion was called and carried unanimously.

**Interim Village Manager's Comments:**

Interim Village Manager Peter Lombardi had no comments

**Interim Village Attorney's Comments:**

Interim Village Attorney Burt Saunders:

Noted that the Council had approved retaining the firm of Nabors, Giblin & Nickerson as Special Tax Counsel, and asked for Council consensus to authorize signature of an agreement with them.

Following discussion, there was consensus to approve the request.

Reported on pending legislation that would require cities to pay for re-location of utilities, if the city's project makes the re-location necessary, even if the utilities are located on the city right-of-way.

Commented that the "glitch" bill had been approved by 2 of 3 committees and should have no problem/

**ADJOURN**

The Mayor requested a motion to adjourn. Mr. Ribble so moved, seconded by Ms. Errington, called and carried unanimously. The meeting was adjourned at 11:55 am.

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Interim Village Clerk

\_\_\_\_\_  
Mayor

## VILLAGE COUNCIL REGULAR MEETING OF MARCH 27, 2015

The Village of Estero Council Regular Meeting was held on this date at the Estero Fire Rescue District Meeting Room, 21500 Three Oaks Parkway, Estero, Florida, with the following Council members present:

Nick Batos – Mayor, District 6  
 Howard Levitan – Vice-Mayor, District 2  
 Bill Ribble - District 1  
 Donald Brown - District 3  
 Katy Errington - District 4  
 Jim Boesch - District 5  
 Jim Wilson - District 7

The Mayor called the meeting to order at 10:00 am, followed by the Pledge of Allegiance to the flag.

### ROLL CALL

Interim Village Manager Peter Lombardi called the roll; all members were present.

### COUNCIL BUSINESS

#### **4(A) Approval of Council Minutes of March 17, 2015**

After Mr. Ribble noted a correction in Item (B) Selection of Vice-Mayor, Mr. Boesch moved to approve the minutes as corrected, seconded by Mr. Brown, called and carried unanimously.

#### **4(B) DISCUSSION/RESOLUTION – A discussion and proposed resolution regarding the reimbursement of funds to the Estero Council of Community Leaders (ECCL) for funds expended for the Inaugural Village Council Meeting held on March 17, 2015.**

Vice-Mayor Levitan requested that this item be deferred. There were no objections from the Council members.

#### **4(C) DISCUSSION/RESOLUTION – A discussion and proposed resolution relating to County Services; requesting Lee County to continue to provide all county services to the incorporated Village of Estero for a period of 90 days; requesting that Lee County continue to process permit applications under the Lee County Land Development Code and Building Code; requesting that pending applications requiring hearings before the Lee County Hearing Examiner of the Lee County Board of County Commissioner be referred to the Village of Estero.**

Interim Village Attorney Burt Saunders requested that no action be taken today; and asked the Council for direction to work with the Lee County Attorney on an Interlocal Agreement. Mr. Ribble moved approval, seconded by Mr. Wilson, called and carried unanimously.

RESOLUTION NO. 2015-14

#### **4(D) DISCUSSION/RESOLUTION – A discussion and proposed Resolution approving the Fire Control and Prevention Interlocal Agreement between the Estero Fire Rescue District and Village of Estero.**

Interim Village Attorney Burt Saunders conveyed a request from the Fire District to delay this item, and Fire Chief Scott Vanderbrook explained the reasons for the request. Mr. Ribble moved to defer the item, seconded by Mr. Levitan, called and carried unanimously.

**4(E) RESOLUTION – Amending Resolution 2015-11 Establishing Temporary Meeting Dates, revising dates of Council Meetings and Workshops through May 8th, 2015.**

Following extensive discussion regarding meeting dates for the week of April 6, Ms. Errington moved approval of the resolution as amended, seconded by Mr. Ribble, called and carried unanimously. The Mayor called for public comment; and Stoneybrook resident Mike St. John remarked on communication of important information. RESOLUTION NO. 2015-15

**4(F) RESOLUTION – Amending Resolution 2015-08, Designating a Depository for Receipt of Funds and Payments of Debts to Include Vice-Mayor as Signatory on Village Accounts.**

After Interim Village Manager Peter Lombardi and Interim Village Attorney Burt Saunders provided details about the request, Mr. Boesch moved approval, seconded by Mr. Brown, called and carried unanimously. RESOLUTION NO. 2015-16

**PUBLIC INPUT ON NON-AGENDA ITEMS**

Interim Village Manager Peter Lombardi noted that one request card had been received:  
Stoneybrook resident Mike St. John – Regarding Council influence on area development

Mayor Batos called for any additional public comment:  
ECCL Chairman Emeritus Don Eslick - Community boards should be aware of ECCL and Council roles.  
Council members agreed to discuss the issue at a future Workshop Meeting.

**COUNCIL / MANAGER/ATTORNEY COMMUNICATIONS AND FUTURE AGENDA ITEMS**

**Council Members' Comments:**

Vice-Mayor Levitan announced an important item that was not on the original agenda, and was not advertised to the public, but that required immediate action due to state requirements on Council timelines for hearing Development Order amendment applications. Council members agreed to continue the Regular Meeting at 1:30 pm for consideration of a proposed agreement for Special Zoning Counsel with Ms. Nancy Stroud.

Mr. Boesch commented on discussions with the Bonita Springs City Council regarding shared services.

Mayor Batos mentioned Council members' attendance at a recent groundbreaking, and asked Interim Village Manager Peter Lombardi to send out email invitations to all members for similar events.

Mayor Batos requested a volunteer, and Mr. Boesch agreed, to compile a list of local clergymen who could provide the invocation at Council meetings.

**Interim Village Manager's Comments:**

Mr. Lombardi:  
Provided information and responded to questions regarding members' business phones and email.  
Noted that the Village Employer Identification Number and sales tax exemption certificate had been received

**Interim Village Attorney's Comments:**

Mr. Saunders:  
Requested authorization for Ms. Sara Blakely of Nabors, Giblin & Nickerson to contact the Interim Village Manager to begin providing assistance as tax/revenue counsel. He added that Ms. Blakely has agreed to work under terms of his contract. Mr. Boesch so moved, seconded by Mr. Levitan, called and carried unanimously.

Noted that his associates would be representing a local Publix in its request for a zoning use addition and asked whether the Council would approve a conflict waiver. There was consensus that the waiver could be brought back to the Council for approval.

The Mayor recessed the meeting at 10:57 am, noting that it would be continued to 1:30 pm.

THE MAYOR RE-CONVENED THE MEETING AT 1:30 PM, WITH ALL MEMBERS PRESENT.

**SPECIAL AGENDA ITEM**

Vice-Mayor Levitan noted that information that was received prior to publishing the meeting agenda had been sent to Council members regarding the need to appoint a Special Zoning Counsel for the Village as soon as possible to deal with the North Point Development of Regional Impact (DRI). Mr. Levitan presented background information on Ms. Nancy Stroud, and moved that the Village engage Ms. Stroud as Special Zoning Counsel. Following discussion, the Mayor called for public input: and ECCL Chairman Emeritus Don Eslick endorsed Ms. Stroud for the position. The motion was seconded by Mr. Ribble, called and carried unanimously.

**ADJOURN**

The Mayor adjourned the meeting at 1:42 pm.

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Interim Village Clerk

\_\_\_\_\_  
Mayor

## VILLAGE COUNCIL WORKSHOP MEETING OF MARCH 27, 2015

The Village of Estero Council Workshop meeting was held on this date at the Estero Fire Rescue District Meeting Room, 21500 Three Oaks Parkway, Estero, Florida, with the following Council members present:

Nick Batos – Mayor, District 6  
 Howard Levitan – Vice-Mayor, District 2  
 Bill Ribble - District 1  
 Donald Brown - District 3  
 Katy Errington - District 4  
 Jim Boesch - District 5  
 Jim Wilson - District 7

### 1. CALL TO ORDER:

Mayor Batos called the meeting to order at 1:45 pm.

### 2. ROLL CALL:

All Council members were present.

### 3. APPROVAL OF AGENDA:

Mr. Ribble moved approval of the Agenda, seconded by Ms. Errington, called and carried.

Mayor Batos suggested that the Council may ask questions as needed, and the public should hold questions until conclusion of the presentation. There were no objections from Council members.

### 4. COUNCIL BUSINESS:

#### (A) DISCUSSION REGARDING LAND USE BOARDS ORDINANCES AND PROCESSES:

Mr. Levitan narrated a PowerPoint presentation entitled “Planning for Estero Land Use Transition” (copy to be provided on Village website), outlining the background for the proposed composition and the responsibilities of a Planning and Zoning Board and a Design Review Board. After noting that the next step would be to conduct hearings at the April 6, 2015 Regular Meeting, with adoption on April 17, 2015, he distributed and reviewed a proposed process to populate the two boards as soon as possible (copy on file). Following extensive Council discussion, the Mayor called for public input; and the following individuals came forward to speak:

Los Palms resident, Bob Niles  
 Estero Community Planning Panel (ECPP) member, Don Eslick  
 Breckenridge resident, Gary Green  
 Former Estero Design Review Committee (EDRC) Chair, Bill Prysi  
 Estero resident, Patty Whitehead  
 Estero resident, Jack Ottey

Additional Council discussion ensued regarding items such as time and required meeting dates to complete appointments to both of the boards, the applicant screening process, and board duties.

**(B) DISCUSSION REGARDING EX PARTE ORDINANCE**

Interim Village Attorney Burt Saunders explained the reasons for changing a portion of the Lee County ordinance that was adopted as part of the package developed with the Village Charter. Council discussion followed. After Mr. Saunders responded to questions from Council members, there was consensus to move forward to public hearings.

**5. PUBLIC INPUT ON NON-AGENDA ITEM**

Island Club resident, Donna Pogliano, inquired about an email she had sent.

**6. COUNCIL COMMUNICATIONS**

No items were presented by the individual Council members nor by Interim Village Attorney Burt Saunders or Interim Village Manager Peter Lombardi.

**7. ADJOURN**

The Mayor adjourned the meeting at 3:54 pm.

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Interim Village Clerk

\_\_\_\_\_  
Mayor

## VILLAGE COUNCIL WORKSHOP MEETING OF APRIL 7, 2015

The Village of Estero Council Workshop meeting was held on this date at the Estero Fire Rescue District Meeting Room, 21500 Three Oaks Parkway, Estero, Florida, with the following Council members present:

Nick Batos – Mayor, District 6  
 Howard Levitan – Vice-Mayor, District 2  
 Bill Ribble - District 1  
 Donald Brown - District 3  
 Katy Errington - District 4  
 Jim Boesch - District 5  
 Jim Wilson - District 7

### CALL TO ORDER:

Mayor Batos called the meeting to order at 10:00 am, followed by the Pledge of Allegiance to the flag.

### ROLL CALL:

Interim Village Manager Peter Lombardi called the roll. All Council members were present.

### AGENDA CHANGES:

Mayor Batos announced that:

Item 4(D) will be removed from today's agenda because it was taken up on yesterday's agenda.

Two items will be added to the COUNCIL BUSINESS agenda:

1. Report on the Consultants Competitive Negotiations Act, which the Interim Village Attorney Burt Saunders was asked to provide today.
2. Discussion of process to be used for Friday's workshop to interview candidates for the two committees.

Items 4(A), 4(B), and 4(C) will be treated as one item; and public comment will be requested at the end of the presentations.

### COUNCIL BUSINESS:

**1. Report on the Consultants Competitive Negotiations Act** (F.S. 287.055, copy on file)  
 Interim Village Attorney Burt Saunders reported that he had reviewed the Act; looked at case law; and communicated with Bill Spikowski regarding the actual work to be done by the architect who would be working with Mr. Spikowski. He asserted that the Act does not apply because the individual will not be doing architectural work. In response to Mr. Boesch's questions, Attorney Saunders stated that the County policy for competitive negotiations for contracts over \$100,000.00 is not required by ordinance; and that there should be no potential lawsuit over awarding this contract. Brief discussion of the transition cash flow followed, and Attorney Saunders noted that a SunTrust representative would be available later to obtain signatures for the line-of-credit documents. The Mayor called for public input; however, no one came forward.

- 4(A) DISCUSSION – Nancy Stroud Proposal for the Village of Estero Planning Initiative**  
**4(B) DISCUSSION – Spikowski Planning Associates Proposal for Professional Planning Services**  
**4(C) DISCUSSION – Community Planning Initiative Final Report**  
**(Copies of these documents are available on the Village of Estero website: [www.villageofesterofl.org](http://www.villageofesterofl.org))**

Vice-Mayor Levitan briefly provided background on the previous planning contract, between the Estero Council of Community Leaders (ECCL) and Seth Harry and Associates, for revisions to the Estero Community Plan, a part of the Lee County Comprehensive Plan, which is now the Village’s Transitional Comprehensive Plan. He noted that a plan was developed for approximately 1,000 acres of vacant land; and that the ultimate result is the “Community Planning Initiative Final Report”, dated January 2015, to be considered today. Also to be considered are proposals from Bill Spikowski (Spikowski Planning Associates) for professional planning services, and from Special Zoning Counsel Nancy Stroud (Lewis Stroud & Deutsch P.L.) for legal support services.

ECCL Emeritus Chairman Don Eslick asserted that the key issue is whether the Council wishes to continue past planning efforts, with the same kind of competent advisors that the ECCL has been working with, to continue to plan for critical sites in the Village. He mentioned the support for the plan that had been shown by 300 persons who attended 3 community meetings last year.

Spikowski Planning Associates Principal, Bill Spikowski commented on the need to respond to renewed development activity with regulations that are in sync with Village policy direction. He stated that the final step of the Community Planning Initiative (CPI) was to suggest the best way to integrate the new ideas into the planning system in a timely manner. Referring to the last page of the “Community Planning Initiative Final Report” and to the Tasks defined in the planning services proposal, he briefly outlined the steps that would allow completion of the process within 12 months instead of the usual 2-3 years. He emphasized that adjoining parcels in the proposed mixed-use areas would be considered together as future interconnected neighborhoods; and that the changes would improve predictability for both the community and the developers. Mr. Spikowski responded to inquiries from Councilmembers Errington and Boesch by stating that the boundaries of the proposed area were limited by budget constraints, and that a series of open meetings would be held. At the Vice-Mayor’s request, Mr. Spikowski described the supportive reactions of those who attended the three meetings mentioned by Mr. Eslick; then briefly reviewed his experience and qualifications. Council discussion ensued, during which Mr. Spikowski responded to questions regarding legal requirements for the Comprehensive Plan, planning for the needs of multiple generations, size limitations on the planning area, and exclusion of land outside Village boundaries.

Village Land Use Counsel Nancy Stroud stated that she had previously worked with Mr. Spikowski, and that her contribution to the planning efforts would be to ensure that the Council avoids legal pitfalls. Her proposal is for a fixed fee based on the work program described. In response to a question from Vice-Mayor Levitan, Ms. Stroud stated that either a Council resolution to adopt the CPI or signing a contract for the proposed work would serve to indicate to the public the direction that Council is taking. General discussion ensued regarding possible preparation of a resolution and contracts for approval at the April 17, 2013 Regular Meeting; legal limitations on the “zoning in progress” concept;

The Mayor called for public input, and the following individuals came forward:

- Rappalo resident and local contractor, Jim Wallace cautioned against hasty action (handout on file)
- Attorney Neale Montgomery expressed concerns about protection of private property rights.
- Pelican Sound resident, John Goodrich asked about the role of the Planning and Zoning Board.
- Old Estero resident, Patty Whitehead emphasized the importance of transportation/mobility.

ECCL Emeritus Chairman, Don Eslick noted that 3 other major areas should be considered. Island Club resident, Donna Pogliano stated that the CPI contained inaccurate information.

Additional Council discussion occurred regarding other sizable areas, including Old Estero, which might be included in the optional overlay map; and whether proposals or agreements should be presented for approval at the meeting on April 17. Mr. Boesch requested another look at contracts and limits on dollar amounts; and Interim Village Manager Peter Lombardi stated that, when he has staff on board, he would prepare a formal purchasing procedure for Council approval. There was consensus that approval of contracts for Mr. Spikowski and Ms. Stroud should be added to the agenda for the Regular Meeting of April 17, 2015.

**4(D) — DISCUSSION — Support of State Purchase of Sugar Land**

(Presented by Council Member Katy Errington)

AT THE BEGINNING OF THE MEETING, THE MAYOR ANNOUNCED THAT THIS ITEM WOULD BE REMOVED FROM THE AGENDA BECAUSE IT WAS CONSIDERED AT YESTERDAY'S MEETING.

**2. DISCUSSION - Process for Friday's Workshop**

Mayor Batos commented that 26 applications have been received, and suggested that the Council allow 10 minutes per person for the interviews at the Workshop on April 10 -- 5 minutes opening statement by applicant and 5 minutes questions to applicant from Council – plus “one-on-one” time after the meeting if desired. Extensive discussion ensued regarding the possibility of appointing members to the boards as soon as April 17; whether alternate members should be considered; availability of candidates for interviews; and other details to be considered during the meeting. Interim Village Manager Peter Lombardi suggested that the applications/resumes be arranged in alphabetical order, with the first half to be scheduled for the morning and the second half for the afternoon. During additional discussion, Mr. Levitan pointed out that the Council would have authority to deal with the application backlog if necessary.

THE MAYOR RECESSED THE MEETING AT 11:33 AM AND RE-CONVENED AT 11:41 AM WITH ALL MEMBERS PRESENT.

Mayor Batos requested and received Council consensus to schedule half of the interviews for Friday morning and half for Friday afternoon. Mr. Lombardi stated that he would schedule the interviews and that the applications packet would be ready for Council members by 4:00 pm today.

**PUBLIC INPUT ON NON-AGENDA ITEMS**

The Mayor called for public input; however, no one came forward.

**COUNCIL/VILLAGE ATTORNEY/VILLAGE MANAGER COMMUNICATIONS**

**Council Members' Comments**

Additional discussion took place regarding the interview process for Friday's Workshop. Mr. Ribble stated that he would use his proposed summary sheet for his list of candidates and give it to the Interim Village Manager to share. Mr. Levitan commented that a candidate with excellent qualifications who lives part-time in Estero should be considered.

**Interim Village Manager's Comments:**

Mr. Lombardi mentioned that he had very important documents for the members to sign.

**Interim Village Attorney's Comments:**

Attorney Saunders announced that there should be \$150,000.00 in the Village bank account by tomorrow.

**ADJOURN**

The Mayor adjourned the meeting at 11:47 am.

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Interim Village Clerk

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 2015- \_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING RECITALS; INVOKING ZONING IN PROGRESS FOR THE AREA ENCOMPASSED IN THE VILLAGE CENTER STUDY AREA ILLUSTRATED ON MAP A, ATTACHED HERETO; ADOPTING EXEMPTIONS; PROVIDING FOR ECONOMICALLY VIABLE USE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Estero was incorporated by referendum held on November 4 3, 2014 and the Village Council was elected on March 3, 2015, pursuant to the Charter of the Village of Estero (“Charter”) created by Ch. 2014-249, Laws of Florida; and

**WHEREAS**, the Charter provides that the Village Council shall have the broadest exercise of home rule powers permitted under the state Constitution and the laws of the state; and

**WHEREAS**, the Village Council has reviewed the January 2015 Community Planning Initiative Final Report (Report), by Seth Harry & Associates, Inc. and Spikowski Planning Associates, and based on the Report has determined to pursue the preparation and adoption of Land Development Code regulations to implement a walkable, mixed use regulatory framework based on the preliminary concepts in the Report, for the area generally identified in the Report as the Village Center; and

**WHEREAS**, the Village Center which is the subject of this Resolution is depicted in the Map attached hereto as Map A; and

**WHEREAS**, the Village has contracted with Seth Harry & Associates, Inc. and Spikowski Planning Associates, and Lewis, Stroud & Deutsch, PL, for the preparation of Land

Development Code Amendments and any appropriate Comprehensive Plan Amendments to implement the concepts set out in the Report; and

**WHEREAS**, it is anticipated that the adoption of new Land Development Code Amendments pursuant to the concepts set out in the Report will be accomplished in approximately one year; and

**WHEREAS**, Florida law recognizes the doctrine of “Zoning In Progress” that allows applications for development approval to be accepted but temporarily delayed for a reasonable amount of time while zoning changes are pending that would affect the development approval, as explained in *City of Hollywood v. Hollywood Beach Hotel Co.*, 283 So.2d 867 (Fla. 4<sup>th</sup> DCA 1973), *aff’d* in pertinent part, 329 So. 2d 10 (Fla. 1976), and *City of Pompano Beach v. Yardarm Restaurant, Inc.*, 509 So.2d 1295 (Fla. 4<sup>th</sup> DCA 1987); and

**WHEREAS**, Zoning in Progress prevents the premature review and approvals of new development which may be incompatible with proposed land development regulations that may result from the adoption process; and

**WHEREAS**, the Village Council has determined that it is in the best interests and welfare of the Village and its residents to invoke Zoning in Progress for any new application for development approval in the Village of Estero in the area depicted in Map A that would be affected by the pending zoning changes.

**NOW THEREFORE, THE VILLAGE OF ESTERO HEREBY RESOLVES** as follows:

**Section 1. Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed as being true, and the same are hereby incorporated as a part of this

Resolution.

**Section 2. Zoning in Progress.** After the effective date of this Resolution, any application for development approval within the Village within the area depicted on Map A, attached hereto and made a part hereof, shall be reviewed to determine if it complies with the principles of compact, walkable, transit supportive, mixed use development, with an emphasis on employment, housing, recreational and civic uses, as more fully envisioned by the January 2015 Community Planning Initiative Final Report, insofar as those applications are also consistent with the Village Comprehensive Plan. The final approval of any such development application may be temporarily stayed until the adoption of land development regulations that implement the principles of the Report.

**Section 3. Exemptions.** The Village Council hereby determines that the following shall be exempt from the application of Zoning in Progress:

- a. Applications for development approval within the area depicted on Map A which are pending and determined to be sufficient for review as of April 17, 2015.
- b. Applications for development approval within the area depicted on Map A which the Village Council determines, after public hearing, proposes particular development for which the Applicant has vested rights to proceed.

**Section 4. Economically Viable Use.** Nothing in this Resolution shall be construed or applied to prevent all economically viable use of property within the area depicted on Map A.

**Section 5. Severability.** If any section, subsection, clause or provision of this Resolution is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

**Section 6. Effective Date.** This Resolution shall be effective immediately upon passage and shall remain in effect for no longer than 365 days.

PASSED and ADOPTED this \_\_\_\_\_ day of April, 2015

\_\_\_\_\_  
Nick Batos, Mayor

**Attest:**

\_\_\_\_\_  
Interim Village Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Burt Saunders, Interim Village Attorney

Mayor Batos	yes	no
Vice Mayor Levitan	yes	no
Councilmember Boesch	yes	no
Councilmember Brown	yes	no
Councilmember Errington	yes	no
Councilmember Ribble	yes	no
Councilmember Wilson	yes	no