



Village of
ESTERO

**VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET**

MAY 3, 2023, 09:30 AM



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

AGENDA
VILLAGE COUNCIL MEETING
9401 Corkscrew Palms Circle, Estero, Florida
May 3, 2023, 09:30 am

1. CALL TO ORDER

INVOCATION

Pastor Phil McMillan Ocean Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. CONSENT AGENDA

a. April 19, 2023, Council Meeting Minutes

Attachment: [04192023_minutes.pdf](#)

b. Financial Report for Month ended March 2023

Attachment: [Agenda Item Summary Sheet Monthly Financial Report 03312023.pdf](#)

Attachment: [Village Council Report 03.23.pdf](#)

c. Assignment of City/County Funds from the Opioid Litigation Settlement to State Fund

Attachment: [SS Assign VOE County Funds.pdf](#)

Attachment: [Assignment of Funds from Opioid Litigation .pdf](#)

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

6. ACTION ITEMS

a. See See Street Utility Expansion Design and Permitting - EC 2022-21 STA 05

Recommended Action

Motion to approve the award of Supplemental Task Authorization 05 to Contract EC 2022-21 to Banks Engineering, Inc. for the See See Street Utility Expansion Design and Permitting of \$240,500.

Approve a \$24,000 contingency (10%) for additional services that may be required to complete the project.

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

Financial Impact

The fiscal impact is \$264,500 for the Phase 1 Estero Parkway Reuse Water Main design permitting and grant assistance. This includes \$240,500 for the contract approval and a 10% project contingency of \$24,000.

This project is not currently included within the Fiscal Year 2022-2023 budget. However, sufficient funds are available in unallocated general funds to fund the contract. A budget amendment will be processed to allocate funds to this project.

Attachment: [1 SS See See Street Utility Expansion EC 2022-21 STA 5.pdf](#)

Attachment: [2 LOCATION MAP .pdf](#)

Attachment: [3 EC2022-21 STA05-SeeSeeSt UEP.pdf](#)

Attachment: [4 Banks Eng Ownership Disclosure.pdf](#)

b. RFQ 2023-01 Supplemental Staffing Services**Recommended Action**

Action Requested - Approve Village Staff's recommendation to select all three firms, Atkins, Legacy Professional Solutions and RVi Planning + Landscape Architecture, to provide supplemental staffing to the Village of Estero.

Authorize staff to negotiate contracts with one or more of the firms to provide supplemental staffing.

Financial Impact

Financial impacts will be identified with future task authorizations.

Attachment: [1 SS Supplemental staffing.pdf](#)

Attachment: [2 Vendor Disclosure Form - Atkins.pdf](#)

Attachment: [3 Vendor Disclosure Form -Legacy.docx.pdf](#)

Attachment: [4 Vendor Disclosure Form - RVi.docx.pdf](#)

Attachment: [5 Evaluation Meeting Minutes.pdf](#)

Attachment: [6 Contract - Atkins.pdf](#)

Attachment: [7 Contract - Legacy.pdf](#)

Attachment: [8 Contract - RVi.pdf](#)

c. Resolution No. 2023-10 Amendment to Ord No 2015-05 Travel/Per Diem

A Resolution of the Village Council of the Village of Estero, Florida, adopting a Revised Travel and Expense Reimbursement Policy; Making Related Findings; and Providing for Severability and an

Effective Date.

Recommended Action

Motion to approve Resolution No. 2023-10.

Financial Impact

Budget impact will be minimal.

Attachment: [SS Resolution 2023-10.pdf](#)

Attachment: [Res No. 2023-10 Travel and Expense Reimbursement.pdf](#)

Attachment: [Ordinance 2015-05 Uniform Travel Policies and Procedures adopted 060315.pdf](#)

7. FIRST READING

a. Ordinance No. 2023-05 Updating Capital Improvements Elements

An Ordinance of the Village Council of the Village of Estero, Florida, Approving Updates to the Capital Improvements Element to Update the Capital Improvements Schedule for Fiscal Year 2022/2023 and Adopt the Most Recent Lee County School District Capital Improvement Plan; Providing for Conflict; Providing for Severability; and Providing an Effective Date.

Recommended Action

Motion to pass first reading of Ordinance No. 2023-05 and set second reading for May 17, 2023.

Financial Impact

No additional financial impact not already included in the CIP. Minor cost of newspaper advertisement.

Attachment: [1 Council Summary Sheet.pdf](#)

Attachment: [2 Ordinance 2023-05 Updating Capital Improvements Element Schedule.pdf](#)

Attachment: [3 Exhibit A - CIP 5-yr Plan.pdf](#)

Attachment: [4 Exhibit B - Lee Schools 5 year Capital Plan.pdf](#)

8. PUBLIC COMMENT ON NON-AGENDA ITEMS

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

10.VILLAGE ATTORNEY'S REPORT

11.VILLAGE MANAGER'S REPORT

Adjourn Regular Session and Convene Workshop Items

12.WORKSHOP

a. Code Compliance Mitigation and Payment Update

Attachment: [1 SS Code Compliance Mitigation reports.pdf](#)

Attachment: [2 Code Compliance Memo- Council 03.02.2023.pdf](#)

Attachment: [3 Mitigation Case Report.pdf](#)

13.ADJOURNMENT

General Attachments

[- Transcript.pdf](#)

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, MAY 3, 2023, 9:30 A.M.

DISCLAIMER:

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

09:31:03 >>Mayor McLain: GOOD MORNING, EVERYBODY.
09:31:05 IT'S A GREAT DAY IN PARADISE, A PLACE THAT WE CALL THE
09:31:08 VILLAGE OF ESTERO.
09:31:10 I WOULD LIKE TO NOW CALL THE MAY 3rd, 2023, VILLAGE
09:31:15 COUNCIL MEETING TO ORDER.
09:31:16 I WOULD LIKE TO REMIND EVERYONE THAT IF YOU HAVE YOUR CELL
09:31:20 PHONE, LIKE I DO, TO PLEASE PUT IT IN THE SILENT MODE.
09:31:25 IF YOU'VE GOT ANY OTHER DEVICES, THAT WOULD BE GREAT TO PUT
09:31:28 THOSE DOWN, TOO, AND THEN JUST REMIND ALL OF OUR COUNCIL
09:31:32 MEMBERS TO, WHEN YOU DO SPEAK, PLEASE GET AS CLOSE AS YOU
09:31:35 CAN TO THE MICROPHONE, PROBABLY 8 OR 10 INCHES IS GOOD
09:31:40 ENOUGH.
09:31:42 [SOUNDING GAVEL]
09:31:42 I BETTER CALL THE MEETING TO ORDER.
09:31:43 LET'S START OFF WITH THE INVOCATION.
09:31:45 TODAY, WE HAVE KYLE STROM.
09:31:51 HE'S FROM OCEAN CHURCH.
09:31:52 WELCOME, KYLE, LOOK FORWARD TO HEARING FROM YOU.

09:31:55 >> THANK YOU SO MUCH.
09:31:56 LET'S BOW OUR HEADS AND WE'LL PRAY.
09:31:58 LORD, WE THANK YOU FOR YOUR SON, LORD.
09:32:03 THANK YOU THAT WE CAN CALL UPON YOUR NAME.
09:32:05 LORD, I PRAY FOR THIS MEETING RIGHT NOW, LORD.
09:32:08 I PRAY THAT YOUR PRESENCE WOULD BE HERE AND IT BE SHOWN.
09:32:11 LORD, THIS IS THE DAY THAT YOU HAVE MADE AND WE WILL REJOICE
09:32:15 AND BE GLAD IN IT.
09:32:16 LORD, THANK YOU FOR THE VILLAGE OF ESTERO.
09:32:18 LORD, THANK YOU FOR BLESSING THIS AREA.
09:32:21 LORD, I PRAY FOR EVERY SINGLE PERSON IN THIS ROOM.
09:32:24 I PRAY FOR ALL THE DECISIONS THAT ARE GOING TO BE MADE
09:32:28 TODAY.
09:32:28 LORD, IT SAYS IN YOUR WORD IN FIRST TIMOTHY TO PRAY FOR ONE
09:32:31 ANOTHER, BUT MOST IMPORTANTLY, PRAY FOR THOSE WHO ARE IN
09:32:34 AUTHORITY.
09:32:35 SO, LORD, WE PRAY FOR EVERY SINGLE PERSON THAT IS IN
09:32:38 LEADERSHIP.

09:32:39 LORD, I PRAY FOR CLARITY.
 09:32:40 I PRAY FOR HUMILITY.
 09:32:43 I PRAY THAT THEY CAN COME TOGETHER ON DECISIONS AND BE ONE
 09:32:48 IN THEIR DECISION MAKING THIS MORNING, LORD.
 09:32:50 LORD, THANK YOU FOR PUTTING EVERYBODY HERE.
 09:32:53 AND, LORD, YOU ARE IN CONTROL OF OUR WORLD.
 09:32:56 YOU ARE IN CONTROL OF OUR AREA, BUT, LORD, WE PRAY FOR YOU

 09:32:59 TODAY THAT YOU WOULD COME AND GUIDE US AND LEAD US IN YOUR
 09:33:03 WILL BE DONE TODAY.
 09:33:04 IN YOUR GREAT AND MIGHTY NAME, AMEN.
 09:33:07 THANK YOU, GUYS.
 09:33:08 APPRECIATE IT.
 09:33:09 >>Mayor McLain: THANK YOU, PASTOR.
 09:33:10 PLEASE JOIN ME IN STANDING FOR THE PLEDGE OF ALLEGIANCE.
 09:33:18 [PLEDGE OF ALLEGIANCE]
 09:33:33 >>Mayor McLain: MADAM CLERK, WOULD YOU PLEASE TAKE THE ROLL.
 09:33:37 >>Vice-Mayor Ribble: HERE.
 09:33:39 >>Larry Fiesel: HERE.
 09:33:40 >>Mayor McLain: HERE.
 09:33:42 >>Lori Fayhee: HERE.
 09:33:44 >>Rafael Lopez: HERE.
 09:33:46 >>Jim Ward: HERE.
 09:33:48 >>George Zalucki: HERE.
 09:33:54 >>Mayor McLain: AGENDA ITEM NUMBER 2 IS NEXT ON THE AGENDA,
 09:33:58 THE APPROVAL OF THE AGENDA.
 09:33:59 DOES ANYBODY HAVE ANY ADDITIONS, DELETIONS OR CHANGES THEY
 09:34:02 WOULD LIKE TO MAKE FROM THE COUNCIL?
 09:34:04 IF NONE, I WILL ENTERTAIN A MOTION.
 09:34:10 MOTION BY COUNCILMEMBER FIESEL AND SECONDED BY COUNCILMEMBER
 09:34:20 FAYHEE.
 09:34:21 MADAM CLERK, WOULD YOU PLEASE TAKE THE ROLL.
 09:34:26 >>Larry Fiesel: AYE.

 09:34:29 >>Lori Fayhee: AYE.
 09:34:30 >>Rafael Lopez: AYE.
 09:34:32 >>Jim Ward: AYE.
 09:34:34 >>George Zalucki: AYE.
 09:34:36 >>Vice-Mayor Ribble: AYE.
 09:34:37 >>Mayor McLain: AYE.
 09:34:38 THE NEXT ITEM ON THE AGENDA, NUMBER 3, PUBLIC COMMENT ON
 09:34:45 NON-AGENDA ITEMS.
 09:34:47 MADAM CLERK, DO WE HAVE ANY COMMENTS?
 09:34:50 >>Carol Sacco: YES, MAYOR, WE HAVE ONE.
 09:34:51 I'LL CALL ANDREA CANIZARES UP.
 09:34:57 >> GOOD MORNING.
 09:34:58 THANK YOU FOR YOUR TIME THIS MORNING.
 09:35:00 MY NAME IS ANDREA CANIZARES.

09:35:05 I AM A RESIDENT OF VERDANA VILLAGE OFF OF CORKSCREW ROAD.
 09:35:09 ALSO AN ATTORNEY.
 09:35:09 I WAS A PROSECUTOR FOR 18 YEARS.
 09:35:11 I PROSECUTED FELONIES TO INCLUDE DUI MANSLAUGHTER, LEAVING
 09:35:15 THE SCENE WITH DEATH.
 09:35:16 I'VE SEEN PHOTOS OF PEOPLE THAT HAVE BEEN IN THE WRONG PLACE
 09:35:19 AT THE WRONG TIME THAT WERE DECEASED.
 09:35:21 I'VE DEALT WITH FAMILIES DURING THE PROSECUTION OF THESE
 09:35:24 CASES.
 09:35:24 THE BUS STOP THAT WE HAVE CURRENTLY IS ON THE CORNER OF
 09:35:29 CORKSCREW ROAD, WHICH IS A BUSY ROAD UNDER CONSTRUCTION WITH

 09:35:32 MULTIPLE COMMUNITIES ALONGSIDE OF IT AND HARTFORD BOULEVARD,
 09:35:35 WHICH IS A RESIDENCE ENTRANCE.
 09:35:37 THE CHILDREN ARE EXPECTED TO WALK FROM THE COMMUNITY ALONG
 09:35:40 THE GRASS WITH NO SIDEWALK TO THIS BUS STOP AND STAND IN THE
 09:35:43 GRASSY AREA INSTEAD OF ANY KIND OF SIDEWALK, THERE'S NO
 09:35:47 LIGHTS.
 09:35:48 MY SON TAKES A BUS AT 5 A.M. IN THE MORNING.
 09:35:51 I SIT THERE IN THE VEHICLE WITH HIM AS HE WAITS FOR THE BUS
 09:35:55 TO GET OUT AND WALKS TO THE BUS IN THE DARK.
 09:35:58 I'VE OBSERVED ELEMENTARY SCHOOLCHILDREN, MIDDLE SCHOOL
 09:36:01 CHILDREN WALKING IN THE ROADWAY, CARS PARKED IN THE ROADWAY,
 09:36:04 CHILDREN, ELEMENTARY KIDS RUNNING IN THE ROADWAY WHERE WE
 09:36:07 ARE A BUILDING COMMUNITY, WHERE WE HAVE CONSTRUCTION TRAFFIC
 09:36:10 AND OTHER PEOPLE LEAVING THE COMMUNITY TO GO TO WORK.
 09:36:13 THIS IS A VERY UNSAFE LOCATION.
 09:36:15 I REALIZE THAT THE DEPARTMENT OF EDUCATION IS THE
 09:36:18 APPROPRIATE PERSON TO CONTACT, WHICH I HAVE.
 09:36:22 I HAVE REACHED OUT TO THE DEPARTMENT, LEE COUNTY DEPARTMENT,
 09:36:25 THE SUPERINTENDENT, ORDERED A STUDY BY ROGER LLOYD WHO I MET
 09:36:29 WITH YESTERDAY AT THE BUS STOP.
 09:36:33 ADDITIONALLY, ON MONDAY, HE SAID THAT THE PLACE WAS SAFE,
 09:36:37 AND THAT WAS DETERMINED ON NOT HIM OBSERVING THE BUS IN
 09:36:42 ACTION.
 09:36:42 HE AGREED TO COME BACK YESTERDAY TO OBSERVE THE BUS IN
 09:36:45 ACTION, WHICH HE DID.

 09:36:46 AND HE MET WITH OTHER COMMUNITY MEMBERS, MYSELF, TWO OTHER
 09:36:49 PARENTS, ANOTHER ONE THAT INCLUDED AN ATTORNEY AS WELL AS
 09:36:52 THE COMMUNITY ASSOCIATION MANAGER WHO SUPPORTS THE BUS STOP.
 09:36:55 HE DID CONCEDE TO ALLOW THE BUS TO GO INTO THE MAIN ENTRANCE
 09:36:59 BY THE GUARDHOUSE.
 09:37:00 HOWEVER, WE ARE PROPOSING STILL THAT IT SHOULD BE LOCATED
 09:37:03 WITHIN THE COMMUNITY AMENITY CENTER BY THE MAIL KIOSK.
 09:37:07 VERDANA VILLAGE APPROVED THIS.
 09:37:10 THEY DESIGNED IT FOR THAT PURPOSE SO THERE COULD BE A SAFE
 09:37:12 LOCATION FOR THE KIDS TO GET ON THE BUS, FOR PARENTS TO PARK

09:37:16 THEIR CARS, FOR THE CHILDREN TO COME ON BIKES.
 09:37:19 WHILE IT IS AN IMPROVEMENT FROM BEING ON THE SIDE OF
 09:37:22 CORKSCREW, WE WOULD PROPOSE THAT IT STILL BE BY THE MAIL
 09:37:25 KIOSK.
 09:37:26 I WOULD ASK YOU AND IMPORE YOU TO CONTACT THE
 09:37:29 SUPERINTENDENT, ROGER LLOYD, OR ANY OF THE BOARD MEMBERS AND
 09:37:31 OFFER YOUR SUPPORT.
 09:37:33 THANK YOU.
 09:37:33 >>Mayor McLain: THANK YOU.
 09:37:41 >>Larry Fiesel: MR. MAYOR, CAN I GET A CLARIFICATION WHERE
 09:37:44 THAT BUS STOP IS?
 09:37:46 >>Mayor McLain: VERDANA --
 09:37:47 >> VERDANA VILLAGE.
 09:37:49 AT THE CORNER OF CORKSCREW AND THE RESIDENTS' ENTRANCE.
 09:37:53 IT'S RIGHT ON THE MAIN ROAD ON CORKSCREW.

09:37:55 IF YOU KNOW YESTERDAY, THERE WAS A WHOLE LOT OF TRAFFIC
 09:37:57 GOING ON AND SOME COWS THAT WERE ON THE ROAD AS WELL CAUSING
 09:38:01 EVEN MORE TRAFFIC THAT OCCURRED ALONG THAT ROADWAY ALONG
 09:38:04 WITH THE CONSTRUCTION TRAFFIC THAT THERE ALREADY IS.
 09:38:08 >>Mayor McLain: SO WE DON'T HAVE ANY REAL JURISDICTION OUT
 09:38:11 THERE, BUT WE MAY BE ABLE TO ASSIST IF YOU KNOW FOLKS IN THE
 09:38:15 SCHOOL SYSTEM TO MAKE -- BECAUSE IT DOES SOUND LIKE A VERY
 09:38:19 UNSAFE SITUATION THAT SOMEDAY WILL BE RECTIFIED BUT NEEDS TO
 09:38:22 BE DONE TOMORROW TO AVOID AN ACCIDENT WITH A CHILD.
 09:38:26 NONE OF US WANT THAT.
 09:38:27 NEXT ON THE AGENDA IS THE CONSENT AGENDA.
 09:38:31 DO ANY COUNCIL MEMBERS HAVE ANY COMMENTS OR QUESTIONS
 09:38:36 REGARDING THE MINUTES?
 09:38:38 NO COMMENTS?
 09:38:42 I'LL ENTERTAIN A MOTION.
 09:38:44 >>Vice-Mayor Ribble: SO MOVED.
 09:38:46 >>Mayor McLain: VICE-MAYOR RIBBLE.
 09:38:49 SECONDED BY -- BLANKING OUT HERE -- COUNCILMEMBER LOPEZ.
 09:38:58 WILL YOU PLEASE TAKE THE ROLL, MADAM CLERK.
 09:39:02 >>George Zalucki: AYE.
 09:39:04 >>Jim Ward: AYE.
 09:39:07 >>Rafael Lopez: AYE.
 09:39:09 >>Lori Fayhee: AYE.
 09:39:10 >>Larry Fiesel: AYE.
 09:39:12 >>Vice-Mayor Ribble: AYE.

09:39:13 >>Mayor McLain: AYE.
 09:39:14 NEXT ON THE AGENDA IS ITEM 6A.
 09:39:22 IT'S THE SEE SEE STREET UTILITY EXPANSION AND DESIGN.
 09:39:25 SEE SEE IS ACTUALLY S-E-E S-E-E.
 09:39:31 SMALL STREET HERE.
 09:39:32 PERMITTING IS EC 2022-21, STA 05.

09:39:39 STEVE, WOULD YOU LIKE TO INTRODUCE THIS ITEM?
 09:39:42 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 09:39:44 THIS ITEM COMES TO YOU AS A RESULT OF US TRYING TO GET OUT
 09:39:50 AHEAD OF WHAT MIGHT BE GRANT APPLICATION PROCESSES THAT
 09:39:54 WOULD MAKE CONSTRUCTION OF THE SEPTIC TO SEWER PROJECT ON
 09:39:58 SEE SEE A POSSIBILITY.
 09:40:00 ORIGINALLY, THIS STREET WAS NOT INCLUDED IN THE MAJOR
 09:40:05 CONTRACTS FOR THE DESIGN OF THE UTILITY EXPANSION EFFORT OR
 09:40:10 THE SEPTIC TO SEWER EFFORT.
 09:40:13 BECAUSE IT IS AN ISOLATED STREET AND IT'S QUITE A WAYS OFF
 09:40:18 THE ESTERO RIVER.
 09:40:19 IT IS, HOWEVER, IN THE CENSUS TRACT WITH HUD THAT IT IS
 09:40:26 ELIGIBLE FOR THE MAJOR FUNDING THAT IS AVAILABLE IN THE
 09:40:30 COUNTY FOR VARIOUS PROJECTS, FOR RESILIENCY THAT WE'RE ALL
 09:40:36 WORKING ON IN ONE FORM OR ANOTHER.
 09:40:39 SO THE PROPOSAL HERE IS TO DO THE ENGINEERING TO BETTER
 09:40:45 UNDERSTAND WHAT THE COSTS WOULD BE FOR EXTENDING WATER AND
 09:40:48 SANITARY SEWER INTO SEE SEE OFF OF THE MAIN LINES OFF OF
 09:40:53 CORKSCREW.

 09:40:54 AND THEN IF IT'S POSSIBLE TO INCLUDE THIS IN ONE OF THE
 09:40:59 GRANT APPLICATIONS, WE WOULD DO THAT AT A LATER DATE.
 09:41:06 IF WE'RE NOT ABLE TO GET GRANT FUNDING, THIS PROJECT STILL
 09:41:11 SERVES US WELL BECAUSE WE'LL HAVE A PROJECT READY TO GO WITH
 09:41:16 THE ENGINEERING COMPLETE IF AT SOME OTHER TIME YOU WISH TO
 09:41:21 INITIATE THIS PROJECT.
 09:41:23 THE TOTAL COST OF THE PROJECT IS JUST UNDER \$265,000.
 09:41:28 WE'RE ASKING FOR APPROVAL FOR THIS PROJECT WITH BANKS
 09:41:32 ENGINEERING.
 09:41:34 AND WITH THE APPROPRIATE CONTINGENCY ALLOCATION THAT'S
 09:41:40 INCLUDED IN THE 265.
 09:41:42 SO THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL, AND
 09:41:46 I WOULD NOTE THAT THE DESIGN WORK IS NOT SOMETHING THAT
 09:41:52 WOULD LAPSE IN TERMS OF ITS RELEVANCE.
 09:41:58 IT WOULD BE GOOD ON AN ONGOING BASIS FOR YEARS TO COME IF
 09:42:02 WE'RE NOT ABLE TO TRIGGER THIS PROJECT IMMEDIATELY.
 09:42:07 >>Mayor McLain: THANK YOU.
 09:42:07 ANY COUNCIL MEMBERS HAVE ANY QUESTIONS OR CONCERNS?
 09:42:10 NONE, THEN DO WE HAVE ANY PUBLIC COMMENTS ON THIS ITEM?
 09:42:17 >>Carol Sacco: WE HAVE NO PUBLIC COMMENTS AND NO E-COMMENTS.
 09:42:20 >>Mayor McLain: OKAY.
 09:42:21 THANK YOU.
 09:42:21 I WILL NOW ENTERTAIN A MOTION REGARDING THIS ITEM.
 09:42:26 >> SO MOVED.
 09:42:27 >>Mayor McLain: COUNCILMEMBER LOPEZ APPROVED AND DO I HAVE A

 09:42:31 SECOND?
 09:42:32 COUNCILMEMBER WARD.

09:42:32 MADAM CLERK, WOULD YOU PLEASE TAKE THE ROLL?
 09:42:39 >>Larry Fiesel: AYE.
 09:42:42 >>Lori Fayhee: AYE.
 09:42:44 >>Rafael Lopez: AYE.
 09:42:45 >>Jim Ward: AYE.
 09:42:49 >>George Zalucki: AYE.
 09:42:51 >>Vice-Mayor Ribble: AYE.
 09:42:52 >>Mayor McLain: AYE.
 09:42:53 THE NEXT ITEM ON THE AGENDA IS ITEM 6B, RFQ 2023-01
 09:43:08 SUPPLEMENTAL STAFFING SERVICES.
 09:43:10 STEVE, WOULD YOU COMMENT ON THIS?
 09:43:11 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 09:43:13 THIS COMES TO YOU AS A RESULT OF THE AMOUNT OF CONSTRUCTION
 09:43:18 ACTIVITY THAT WE'RE CURRENTLY INVOLVED IN AND PROSPECTIVELY
 09:43:22 WHAT WE MIGHT BE INVOLVED IN SHOULD WE BE ABLE TO GET SOME
 09:43:25 OF THE GRANTS THAT WE KNOW ARE AVAILABLE TO US.
 09:43:28 POST HURRICANE IAN AND WITH HURRICANE RESILIENCY EFFORTS
 09:43:34 THAT ARE ONGOING THAT I MENTIONED PREVIOUSLY.
 09:43:37 WE'RE CHALLENGED WHEN WE HAVE THESE KIND OF EXTRAORDINARY
 09:43:45 OPPORTUNITIES FOR GRANT FUNDING AND REMEMBERING THAT WE HAVE
 09:43:48 NINE EMPLOYEES, FULL-TIME EMPLOYEES FOR A STAFF -- FOR A
 09:43:56 COMMUNITY YEAR-ROUND POPULATION ABOUT 42,000, 65,000 OR SO
 09:44:02 DURING SEASON.

09:44:02 IT'S A CHALLENGE JUGGLING ALL OF THE THINGS THAT ARE OUT
 09:44:07 THERE.
 09:44:08 WE'VE TRIED TO RECRUIT PEOPLE AND THAT'S PARTICULARLY
 09:44:14 DIFFICULT RIGHT NOW WITH THE COST OF LIVING, THE PRICE OF
 09:44:18 HOUSING, AND JUST THE OVERALL ECONOMY.
 09:44:20 ONE WAY OF PROVIDING SUPPLEMENTAL STAFF SERVICES IS AGAIN
 09:44:28 THROUGH CONTRACTS.
 09:44:30 RECENTLY, WE PUT OUT A PROPOSAL FOR CONTRACT SERVICES, AND
 09:44:37 WE GOT THREE GOOD FIRMS SUBMITTING PROPOSALS FOR OUR
 09:44:42 CONSIDERATION.
 09:44:43 EACH OF THE THREE FIRMS, ATKINS, LEGACY PROFESSIONAL
 09:44:49 SOLUTIONS, AND RVI PLANNING + LANDSCAPE ARCHITECTURE, HAVE
 09:44:54 DIFFERENT AREAS OF EXPERTISE, EACH THAT MIGHT BE OF INTEREST
 09:44:58 AND OF USE TO THE VILLAGE AT SOME POINT IN THE FUTURE.
 09:45:01 SO WHAT WE'RE SUGGESTING IS THAT THE COUNCIL ACCEPT ALL
 09:45:07 THREE OF THE BIDS AND THAT WE KEEP THESE ON FILE AND
 09:45:12 AVAILABLE TO US WHEN WE NEED SELECTIVE SERVICES, AND THE
 09:45:17 SERVICES WOULD BE PRIMARILY THOSE AS WE PREPARE ENGINEERING
 09:45:23 STUDIES OR GRANT APPLICATIONS OR WE'RE TRYING TO MANAGE THE
 09:45:29 PROJECTS THAT WE HAVE FUNDED SO THAT WE CAN DEVOTE OUR TIME
 09:45:33 AND ATTENTION TO THE GRANTS AND SO FORTH.
 09:45:34 SO THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
 09:45:38 WE HAD A STAFF TEAM REVIEW THE PROPOSALS AND EACH OF THEM
 09:45:43 ARE GOOD FIRMS AND WOULD SERVE US WELL.

09:45:48 >>Mayor McLain: THANK YOU, STEVE.

09:45:50 DOES COUNCIL HAVE ANY QUESTIONS, COMMENTS?

09:45:54 >>Jim Ward: STEVE, I WANTED TO FOLLOW UP WITH RESPECT TO

09:45:56 CALLING IT SUPPLEMENTAL STAFFING AS OPPOSED TO OUTSOURCING,

09:45:59 WHICH IS WHAT WE TYPICALLY DO.

09:46:01 IT'S BASICALLY THE SAME THING.

09:46:02 >>Steven Sarkozy: YES, CORRECT.

09:46:04 >>Jim Ward: DO WE HAVE A SPECIFIC AMOUNT THAT WE HAVE TO PAY

09:46:07 THEM TO KEEP THEM ON RETAINER OR IS IT JUST AS WE NEED THEM?

09:46:10 >>Steven Sarkozy: NO, JUST AS WE NEED THEM.

09:46:12 >>Jim Ward: AND THEY WOULD BE LOCATED OUTSIDE OF THIS

09:46:14 BUILDING OR WITHIN THEIR CURRENT LOCATION?

09:46:17 >>Steven Sarkozy: IN ALL PROBABILITY OUTSIDE OF THE BUILDING

09:46:20 BECAUSE IF THEY ARE ON PROJECTS, THEY WOULD GO DIRECTLY TO

09:46:25 THE WORK SITE, AND IF THEY ARE DOING APPLICATIONS OR STUDIES

09:46:31 OR WHATNOT, THEY COULD DO THAT FROM THEIR DESK LOCATION.

09:46:34 OF COURSE, WE HAVE PERIODIC MEETINGS WITH THEM HERE, BUT

09:46:38 THAT'S TYPICAL OF A PROJECT.

09:46:40 >>Jim Ward: ARE THEY ESSENTIALLY COMMITTED TO PROVIDING

09:46:42 STAFF TO US WHEN WE REQUEST IT SO THAT WE DON'T HAVE TO GO

09:46:45 OUT FOR BID ON AN EMERGENCY --

09:46:47 >>Steven Sarkozy: CORRECT.

09:46:49 >>Jim Ward: THANK YOU.

09:46:51 >>Mayor McLain: ANY OTHER COMMENTS?

09:46:53 THIS IS KIND OF AN UNUSUAL REQUEST, BUT KEEPING THE VILLAGE

09:46:59 LIGHT STYLE I THINK IS REALLY IMPORTANT.

09:47:02 I'VE BEEN AROUND NOW FOR SIX YEARS IN THIS, SO WE HAVE --

09:47:06 EVERYBODY IS AWARE OF THE \$1.1 BILLION THAT WE HAVE WITHIN

09:47:11 LEE COUNTY.

09:47:11 I REALLY SUPPORT THE IDEA -- I'M NOT SURE HOW IT'S REALLY

09:47:18 GOING TO WORK WITH THESE OUTSIDE SOURCES, BUT WITH THE

09:47:21 AMOUNT OF MONEY THAT IS COMING FORWARD FROM THE FEDERAL

09:47:23 GOVERNMENT AND OTHER SOURCES, FOR THE VILLAGE NOT TO BE AT

09:47:30 THE TABLE TO GET REPRESENTATION FOR NUMEROUS PROJECTS, A LOT

09:47:35 OF SEPTIC TO SEWER AND OTHER PROJECTS WE HAVE I THINK REALLY

09:47:38 DEMANDS US THAT WE DO THIS, NOT THAT IT'S GOING TO BE EASY

09:47:43 TO MANAGE.

09:47:44 I JUST THINK IT WOULD BE SHORTSIGHTED FOR US FOR THE

09:47:47 VILLAGE'S FUTURE NOT TO MOVE FORWARD WITH THIS PLAN IN HERE.

09:47:53 I DON'T THINK WE HAVE -- DO WE HAVE ANY COMMENTS ON THAT

09:47:55 FROM THE PUBLIC AT ALL?

09:47:57 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT, BUT WE DID HAVE AN

09:47:59 E-COMMENT THAT WAS SENT OUT TO EVERYONE YESTERDAY AT 12:00.

09:48:02 >>Mayor McLain: OKAY.

09:48:03 GOOD.

09:48:06 >>Lori Fayhee: I'M CURIOUS AS TO WHICH STAFFING POSITIONS

09:48:10 THIS WOULD COVER.
 09:48:12 ARE THERE SPECIFICS?
 09:48:14 >>Steven Sarkozy: IT'S MOSTLY ENGINEERING POSITIONS,
 09:48:18 LANDSCAPE ARCHITECTURE, PEOPLE INVOLVED IN UTILITIES,
 09:48:23 CONSTRUCTION, AND THEN PROJECT MANAGERS FOR SOME OF THE

 09:48:26 PROJECTS THAT WE'RE DOING.
 09:48:28 >>Lori Fayhee: THANK YOU.
 09:48:29 >>Mayor McLain: SO MOST OF THIS MONEY, IT'S CALLED
 09:48:32 RESILIENCY, IS TO MAKE LEE COUNTY STRONGER AGAINST STORMS
 09:48:37 BUT ALSO ENHANCE QUALITY OF LIFE DOWN HERE ALSO.
 09:48:41 WITH THE AMOUNT OF MONEY LEE COUNTY CAN BE CHANGED PRETTY
 09:48:48 DRAMATICALLY, I THINK, WITH THE AMOUNT OF MONEY WE HAVE IN
 09:48:50 HERE, I THINK ALSO THE VILLAGE OF ESTERO, WE CAN SHORE
 09:48:52 OURSELVES UP.
 09:48:53 I THINK IT'S GOOD.
 09:48:54 BASED ON THAT, I WILL ENTERTAIN A MOTION REGARDING THIS
 09:48:58 ISSUE.
 09:48:58 >>Vice-Mayor Ribble: SO MOVED.
 09:48:59 >>Mayor McLain: VICE-MAYOR RIBBLE HAS MADE THE MOTION.
 09:49:02 DO I HAVE A SECOND?
 09:49:03 COUNCILMEMBER FIESEL MADE THE SECOND.
 09:49:07 MADAM CLERK, WOULD YOU PLEASE TAKE THE ROLL.
 09:49:11 >>George Zalucki: AYE.
 09:49:13 >>Jim Ward: AYE.
 09:49:15 >>Rafael Lopez: AYE.
 09:49:18 >>Lori Fayhee: AYE.
 09:49:19 >>Larry Fiesel: AYE.
 09:49:21 >>Vice-Mayor Ribble: AYE.
 09:49:21 >>Mayor McLain: AYE.
 09:49:22 THE NEXT ITEM ON THE AGENDA IS RESOLUTION NUMBER -- ITEM

 09:49:31 NUMBER 6C.
 09:49:32 RESOLUTION IS 2023-10, AMENDMENT TO ORDINANCE NUMBER
 09:49:40 2015-05, TRAVEL AND PER DIEM.
 09:49:44 MADAM CLERK, WOULD YOU PLEASE READ THE RESOLUTION?
 09:49:47 >>Carol Sacco: RESOLUTION NUMBER 2023-10, A RESOLUTION OF
 09:49:51 THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA,
 09:49:54 ADOPTING A REVISED TRAVEL AND EXPENSE REIMBURSEMENT POLICY;
 09:49:57 MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY AND
 09:50:01 AN EFFECTIVE DATE.
 09:50:04 >>Mayor McLain: STEVE, WOULD YOU LIKE TO INTRODUCE THIS
 09:50:06 ITEM?
 09:50:07 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
 09:50:09 WE HAVE HAD TRAVEL AND A PER DIEM POLICY THAT PROVIDES
 09:50:15 REIMBURSEMENT IN THE EVENT THAT ANY COUNCIL MEMBERS OR STAFF
 09:50:18 GO OUT OF TOWN.
 09:50:21 THE CURRENT RESOLUTION WAS ADOPTED IN 2015.

09:50:27 AND WE DON'T DO A WHOLE LOT -- NONE OF US DO A WHOLE LOT OF
 09:50:31 TRAVELING, BUT WHEN WE DO, WE FOUND RECENTLY THAT OUR PER
 09:50:35 DIEMS ARE WAY BELOW THE ACCEPTED AMOUNTS EITHER BY IRS OR
 09:50:40 THE COUNTY OR THE STATE.
 09:50:41 AND WHAT WE'RE DOING HERE IS PROPOSING THAT WE ADJUST THE
 09:50:46 PER DIEM AMOUNTS, PRINCIPALLY FOR MEALS AND OTHER EXPENSES,
 09:50:52 TO BE MORE APPROPRIATE, HAVING NOT DONE ANYTHING FOR ABOUT
 09:50:57 EIGHT YEARS.
 09:50:57 SO THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.

09:51:01 AGAIN, WE DON'T DO A WHOLE LOT OF TRAVEL, BUT WHEN WE DO,
 09:51:07 THE CURRENT PER DIEM IS NOT ANYWHERE NEAR APPROPRIATE FOR
 09:51:11 THE CURRENT EXPENSES THAT WE INCUR.
 09:51:15 >>Mayor McLain: THANK YOU.
 09:51:17 DOES COUNCIL HAVE ANY QUESTIONS OR COMMENTS?
 09:51:18 IF NONE, MADAM CLERK, DO WE HAVE ANY SPEAKERS?
 09:51:25 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
 09:51:27 >>Mayor McLain: OKAY.
 09:51:27 THANK YOU.
 09:51:28 SO WE WILL NOW ENTERTAIN A MOTION REGARDING THIS ITEM.
 09:51:32 COUNCILMEMBER WARD MADE THE MOTION.
 09:51:37 SECONDED BY COUNCILMEMBER LOPEZ.
 09:51:41 MADAM CLERK, WOULD YOU PLEASE TAKE THE ROLL?
 09:51:45 >>Larry Fiesel: AYE.
 09:51:49 >>Lori Fayhee: AYE.
 09:51:50 >>Rafael Lopez: AYE.
 09:51:52 >>Jim Ward: AYE.
 09:51:54 >>George Zalucki: AYE.
 09:51:56 >>Vice-Mayor Ribble: AYE.
 09:51:56 >>Mayor McLain: AYE.
 09:51:57 THE NEXT ITEM ON THE AGENDA IS ITEM NUMBER 7, FIRST READING
 09:52:04 OF ORDINANCE NUMBER 2023-05.
 09:52:09 MADAM CLERK, WOULD YOU PLEASE READ THE TITLE OF THIS
 09:52:11 ORDINANCE?
 09:52:12 >>Carol Sacco: ORDINANCE NUMBER 2023-05, AN ORDINANCE OF THE

09:52:16 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING
 09:52:19 UPDATES TO THE CAPITAL IMPROVEMENTS ELEMENT TO UPDATE THE
 09:52:22 CAPITAL IMPROVEMENTS SCHEDULE FOR FISCAL YEAR 2022-2023 AND
 09:52:27 ADOPT THE MOST RECENT LEE COUNTY SCHOOL DISTRICT CAPITAL
 09:52:30 IMPROVEMENT PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR
 09:52:33 SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
 09:52:37 >>Mayor McLain: THANK YOU.
 09:52:38 STEVE, DO YOU HAVE ANY COMMENTS AND INTRODUCE THIS, PLEASE?
 09:52:41 >>Steven Sarkozy: JUST A COUPLE OF QUICK COMMENTS, THE
 09:52:43 CAPITAL IMPROVEMENT PROGRAM, OF COURSE, IS A MAJOR ELEMENT
 09:52:46 OF OUR ANNUAL BUDGET, AND WORKING BACKWARDS FROM THE DATES
 09:52:51 WHEN WE'RE REQUIRED TO APPROVE OUR ANNUAL BUDGET IN

09:52:55 SEPTEMBER, WE'RE BRINGING TO YOU FIRST THE CAPITAL
 09:52:59 IMPROVEMENT PROGRAM AND THEN LATER IN JUNE THE COMPLETE
 09:53:02 BUDGET, PROPOSED BUDGET.
 09:53:04 WHEN YOU COME BACK FROM THE SUMMER BREAK, YOUR FIRST MEETING
 09:53:10 IN SEPTEMBER, SEPTEMBER 6th, WILL BE THE FIRST BUDGET
 09:53:14 HEARING AND THEN THE SECOND MEETING IN SEPTEMBER, SEPTEMBER
 09:53:17 20th, WOULD BE THE SECOND AND FINAL READING OF THE BUDGET
 09:53:24 THAT HAS TO THEN BE SUBMITTED TO THE STATE.
 09:53:28 AS I MENTIONED, THE CIP, CAPITAL IMPROVEMENT PROGRAM, IS THE
 09:53:32 MAJOR CATEGORY OF EXPENDITURES.
 09:53:36 WE DON'T SEE A WHOLE LOT OF DEVIATION IN OUR ANNUAL BUDGET
 09:53:40 FROM YEAR TO YEAR, EXCEPT IN THE CAPITAL IMPROVEMENT
 09:53:43 PROGRAM.

 09:53:43 SO WE'RE PROPOSING, AS WE DO EVERY YEAR, LOOK AT THE CAPITAL
 09:53:51 IMPROVEMENT PROGRAM AS A FIRST STEP IN THE PROCESS.
 09:53:54 THIS IS THE FIRST READING OF AN ORDINANCE.
 09:53:59 YOUR CAPITAL IMPROVEMENT PROGRAM HAS TO BE ADOPTED BY AN
 09:54:02 ORDINANCE, A SEPARATE ORDINANCE FROM THE BUDGET.
 09:54:05 THIS IS THE FIRST READING.
 09:54:08 I'LL ASK DAVID BRIEFLY TO INTRODUCE SOME OF THE PROJECTS
 09:54:12 HERE THAT ARE FORTHCOMING.
 09:54:14 BUT THIS WOULD COME BACK TO YOU FOR FINAL ADOPTION AT YOUR
 09:54:19 NEXT MEETING ON JUNE 7th.
 09:54:22 NOW, WE DON'T TAKE THE APPROACH THAT WHEN YOU ADOPT
 09:54:27 SOMETHING IN THE FINAL READING THAT IT'S PERMANENT BECAUSE
 09:54:33 THERE ARE SO MANY VARIATIONS THROUGHOUT THE YEAR, SO MANY
 09:54:36 DIFFERENCES THAT WE SEE GRANT FUNDING THAT'S AVAILABLE OR
 09:54:40 MODIFICATIONS TO VARIOUS PROJECTS, AND WE RECENTLY COME BACK
 09:54:44 AND MODIFY THE CAPITAL IMPROVEMENT PROGRAM.
 09:54:47 BUT THIS REALLY GIVES US A GREAT PLANNING TOOL AND IT
 09:54:52 IDENTIFIES THE WORK PROGRAM FOR THE COMING YEAR.
 09:54:56 SO HENCE IT'S AN IMPORTANT ELEMENT.
 09:55:00 OUR APPROACH ON THE CAPITAL IMPROVEMENT PROGRAM IS DIFFERENT
 09:55:03 THAN A LOT OF CITIES.
 09:55:05 WE DON'T JUST ARBITRARILY PICK PROJECTS TO MOVE FORWARD.
 09:55:10 WHAT WE'VE DONE IS IN EACH OF THE FUNCTIONAL AREAS OF
 09:55:13 RESPONSIBILITY, WE'VE IDENTIFIED MASTER PLANNING -- A MASTER
 09:55:20 PLANNING PROCESS THAT'S GONE THROUGH EXTENSIVE PUBLIC

 09:55:24 REVIEW.
 09:55:24 AND IN EACH OF THOSE AREAS, LIKE ROADS, LIKE THE STORM SEWER
 09:55:32 EFFORTS, THE PARKS AND OPEN SPACE EFFORTS, THE PEDESTRIAN
 09:55:37 AND BIKE CONNECTION EFFORTS, ALL OF THOSE AND OTHERS WE HAVE
 09:55:42 MASTER PLANS WHICH DRIVE THEN OUR PRIORITIZATION OF PROJECTS
 09:55:47 THAT WE NEED TO BEST SERVE THE COMMUNITY.
 09:55:51 AND THIS CAPITAL IMPROVEMENT PROGRAM FOLLOWS THOSE
 09:55:54 RECOMMENDATIONS AS IT HAS REALLY SINCE WE INCORPORATED.

09:55:58 SO I'D ASK DAVID TO COME FORWARD AND JUST PROVIDE A BRIEF
 09:56:01 SYNOPSIS OF WHAT'S IN THE C.I.P.
 09:56:05 >>Mary Gibbs: GOOD MORNING.
 09:56:06 I'M NOT DAVID.
 09:56:06 JUST IN CASE THERE'S ANY QUESTION ABOUT THAT.
 09:56:08 BUT I THOUGHT THAT WAS A GREAT INTRODUCTION OF THE CIP WHICH
 09:56:15 WILL BE COMING FORWARD SOON.
 09:56:17 THIS ITEM IS A LITTLE DIFFERENT.
 09:56:19 LET ME EXPLAIN THAT THIS RELATES TO OUR COMPREHENSIVE PLAN.
 09:56:22 SO WHEN WE ADOPT OUR COMPREHENSIVE PLAN, WE ADOPT THE
 09:56:24 CAPITAL IMPROVEMENTS PLAN IN OUR COMPREHENSIVE PLAN.
 09:56:28 WE DID THAT BACK IN 2018.
 09:56:30 SO EVERY YEAR, AS YOU KNOW, BECAUSE STEVE JUST EXPLAINED IT,
 09:56:33 WE UPDATE THE CIP.
 09:56:35 WHEN WE DO THAT BY ORDINANCE WE HAVE TO INCORPORATE THAT
 09:56:39 INTO OUR COMPREHENSIVE PLAN.
 09:56:40 SO THIS IS JUST A LITTLE BIT DIFFERENT STEP, BUT IT WAS A

 09:56:45 REALLY GOOD EXPLANATION.
 09:56:46 I REALLY ENJOYED IT.
 09:56:47 AND SO WE HAVE TO JUST INCORPORATE THIS BY ORDINANCE.
 09:56:52 OUR LATEST C.I.P., THIS IS LAST YEAR'S C.I.P.
 09:56:55 THE REASON IT'S COMING FORWARD NOW IS WE HAVE TO ALSO
 09:56:58 INCLUDE THE SCHOOL WORK PLAN, WHICH IS THE SCHOOL C.I.P.,
 09:57:01 BUT IT'S ON A LITTLE BIT DIFFERENT SCHEDULE FROM WHAT OUR
 09:57:03 C.I.P. IS.
 09:57:04 SO WE WAIT FOR THE SCHOOL PLAN TO BE DONE AND THEN WE BRING
 09:57:06 IT FORWARD AND WE PUT IT IN THIS ORDINANCE.
 09:57:08 AND THEN WE'LL COME BACK ON MAY 17th FOR THE SECOND
 09:57:13 READING JUST TO ADOPT THAT BECAUSE THE STATE REQUIRES US TO
 09:57:16 DO THAT.
 09:57:17 BUT THERE IS A GOOD INTENT BEHIND IT, BECAUSE THE INTENT IS
 09:57:19 TO MAKE SURE THAT WHEN YOU'RE DOING YOUR C.I.P. AND YOUR
 09:57:23 COMPREHENSIVE PLAN THAT YOU COORDINATE WITH THE SCHOOL
 09:57:26 DISTRICT AND THESE THINGS WORK TOGETHER AND ARE COORDINATED.
 09:57:32 THAT IS THE REASON THAT THE STATE REQUIRES US TO DO THAT.
 09:57:34 >>Mayor McLain: THANK YOU.
 09:57:35 DAVID, DO YOU HAVE COMMENTS ALSO?
 09:57:38 IT'S YOUR BABY, HUH.
 09:57:44 >>David Willems: SO RIGHT NOW WE'RE IN THE PROCESS OF
 09:57:47 BASICALLY TAKING THIS LAST YEAR'S C.I.P. AND THE -- SOME OF
 09:57:52 THE PROJECTS HERE WE WERE NOT ABLE TO FINISH FOR A VARIETY
 09:57:55 OF REASONS.

 09:57:56 FOR EXAMPLE, CORKSCREW ROAD, WE'RE REALLY TIED TO THE
 09:57:59 WIDENING OUT THERE SO WE REALLY CAN'T START THAT UNTIL THEY
 09:58:02 ARE FINISHED.
 09:58:03 SO WE'RE WORKING ON BASICALLY ADJUSTING THIS 2022-2023 TO

09:58:08 2023-24.
 09:58:10 SO AT THE NEXT COUNCIL MEETING, WE'LL BRING THAT FORWARD AND
 09:58:15 BASICALLY IT WILL SHOW WHAT WE'RE DOING FOR THE NEXT FIVE
 09:58:18 YEARS.
 09:58:18 IT WILL KIND OF TRUE UP WHAT WE'VE DONE THIS YEAR.
 09:58:22 ANYTHING THAT WE FINISHED WILL DROP OFF THE C.I.P.
 09:58:25 ANYTHING THAT WE'RE STILL WORKING ON WILL BE ON THE C.I.P.
 09:58:28 WE'RE GOING TO TRY TO INCLUDE SOME OF THE -- SOME OF THE
 09:58:34 DISCUSSION WILL BE HOW DO WE INCORPORATE SOME OF THE THINGS
 09:58:37 WE COULD BE DOING WITH THE GRANT FUNDING, HOW DOES THAT FIT
 09:58:39 IN, HOW DO WE FIT IN THE UTILITY PROJECTS.
 09:58:44 THERE'S GOING TO BE SOME BACK AND FORTH OF WHICH ONES WE
 09:58:48 WANT TO MOVE FORWARD, WHICH ONES WE DON'T.
 09:58:50 ALSO, BECAUSE WE'RE BRINGING IN SO MANY PROJECTS, THERE'S
 09:58:53 GOING TO BE SOME DISCUSSION OF PROBABLY SOME PROJECTS MAY
 09:58:56 HAVE TO MOVE BACK IN ORDER FOR OTHER PROJECTS TO MOVE
 09:59:00 FORWARD, BECAUSE A LOT OF DIFFERENT FUNDING SOURCES OUT
 09:59:02 THERE RIGHT NOW AND WE'LL HAVE TO GAME PLAN THAT.
 09:59:06 STAFF WILL COME FORWARD WITH KIND OF A RECOMMENDATION OF
 09:59:11 WHAT WE WANT TO DO, BUT THERE WILL HAVE TO BE PROBABLY A
 09:59:13 LITTLE MORE DISCUSSION THAN WE'VE HAD IN THE PAST BECAUSE

 09:59:16 THINGS ARE CHANGING SO QUICKLY RIGHT NOW.
 09:59:19 >>Mayor McLain: GO AHEAD.
 09:59:21 IF YOU HAVE QUESTIONS, OPEN THEM UP.
 09:59:23 >>Vice-Mayor Ribble: WILL THE NEXT C.I.P., DAVID, ALSO
 09:59:27 INCLUDE WHAT WE HOPE TO DO AT THE SPORTS ENTERTAINMENT
 09:59:29 COMPLEX?
 09:59:30 WILL THAT BE BROUGHT INTO THIS THEN TOO?
 09:59:33 ONCE WE TRUE UP WHAT WE'RE DOING THERE?
 09:59:35 >>David Willems: ABSOLUTELY.
 09:59:36 ANY PROJECT, LAND PURCHASE, ANYTHING LIKE THAT, WE NEED TO
 09:59:39 INCLUDE IN THIS.
 09:59:40 AND THAT'S THE PART THAT THAT GETS MOVED UP.
 09:59:46 IN ORDER TO MOVE UP AND CASH FLOW, WE HAVE TO MAYBE MOVE
 09:59:49 SOME THINGS BACK.
 09:59:50 REGIONAL DRAINAGE PROJECTS THAT WE'RE LOOKING AT THAT ARE A
 09:59:53 LITTLE BIGGER THAN WHAT WE HAD BEEN LOOKING FOR IN THE PAST
 09:59:56 BECAUSE OF THE ADDITIONAL FUNDING SOURCES THAT ARE OUT
 09:59:58 THERE, THAT MAY CHANGE THINGS AROUND, TOO.
 10:00:00 BECAUSE THE VILLAGE HAS A UNIQUE OPPORTUNITY TO CAPITALIZE
 10:00:05 ON FUNDS THAT COULD BE COMING INTO THE VILLAGE THAT BEFORE
 10:00:07 WE WOULD HAVE NEVER DREAMED OF THOSE PROJECTS JUST BECAUSE
 10:00:09 OF HOW EXPENSIVE THEY ARE.
 10:00:11 AND WE MAY HAVE FUNDS TO MOVE THOSE FORWARD NOW.
 10:00:14 >>Vice-Mayor Ribble: OKAY.
 10:00:15 THANK YOU.

10:00:16 >>Mayor McLain: ANY OTHER QUESTIONS FROM COUNCIL?
 10:00:18 I'VE GOT A COMMENT.
 10:00:20 I THINK YOU COVERED THAT REALLY WELL, DAVID.
 10:00:23 I MAY HAVE A LITTLE MORE INFORMATION THAN SOME OF THE OTHER
 10:00:27 COUNCIL MEMBERS.
 10:00:27 WE HAVE A LOT OF POTENTIAL PROJECTS THAT ARE COMING FORWARD
 10:00:32 OF WHICH WE AT SOME POINT IN THE FUTURE WILL GET THE DOLLARS
 10:00:37 BACK FROM THAT.
 10:00:38 WE WON'T BE SPENDING ALL THE DOLLARS UP FRONT BUT
 10:00:42 PROGRESSIVELY THROUGH THERE.
 10:00:43 HOPEFULLY WE CAN BALANCE THE CASH FLOW.
 10:00:45 I THINK THAT'S GOING TO BE A TRICK WITH WHAT PROJECTS THAT
 10:00:48 WE HAVE.
 10:00:49 SO WHAT YOU SEE HERE, THERE'S GOING TO BE MULTIPLE MORE
 10:00:52 PROJECTS THAT WE HAVE TO GO AND SOME OF THOSE MAY GO IN
 10:00:55 FRONT BECAUSE OF THE FUNDING SOURCES MAY REQUIRE TIMING THAT
 10:00:59 WE HAVE TO DO.
 10:01:01 SO I THINK AS ALL COUNCIL MEMBERS WE -- WE'LL HAVE TO BE
 10:01:06 WATCHING THE BALANCE SHEET AS APPROPRIATE.
 10:01:10 I THINK WE NEED TO BE CAUTIOUS ON HERE, BUT THERE ARE A LOT
 10:01:14 OF GREAT THINGS.
 10:01:15 LOTS OF MONEY COMING THIS WAY, BUT AS WE ALL KNOW, CASH FLOW
 10:01:19 IS PRETTY IMPORTANT.
 10:01:21 >>David Willems: MAYOR, I THINK THAT IS A GREAT POINT THAT
 10:01:24 WE HAVE THIS MONEY COMING IN, BUT THE VILLAGE HAS TO OUTLAY

 10:01:27 DOLLARS FIRST.
 10:01:28 SO THAT MONEY DOESN'T JUST COME IN AND PAY FOR THE PROJECT.
 10:01:32 THE VILLAGE PAYS FOR THE PROJECT AND THEN THERE IS A LITTLE
 10:01:35 BIT OF A DELAY TO GET IT PAID BACK.
 10:01:37 IT'S NOT A MATTER -- BUT IT'S NOT A MATTER OF US FINISHING
 10:01:40 AN ENTIRE PROJECT, PAYING ALL THE MONEY AND THEN GETTING
 10:01:43 PAID BACK AT THE BACK END.
 10:01:45 IT'S AS WE GET BILLED BY THE CONTRACTOR, WE SUBMIT PAYMENTS
 10:01:48 TO GET THAT PAID BACK.
 10:01:49 SO IT'S DEFINITELY A CASH FLOW ISSUE THAT WE NEED TO BE
 10:01:52 COGNIZANT OF.
 10:01:53 >>Mayor McLain: IF YOU LOOK AT THE BALANCE SHEET AND KEVIN
 10:01:56 IN THE BACK OF THE ROOM HERE, OUR FINANCIAL PERSON, I THINK
 10:02:00 WE'VE GOT SUFFICIENT FUNDS TO REALLY GO DEEP INTO THIS AND
 10:02:07 GET A LOT OF PROJECTS UNDERWAY.
 10:02:08 AND THAT'S THE OTHER REASON WE NEED HELP TO HELP DAVID AND
 10:02:12 HIS ORGANIZATION -- OR TO GET THESE THINGS STREAMLINED SO
 10:02:17 THAT WE CAN START SPENDING THE MONEY AND GETTING THEM GOING.
 10:02:20 >>David Willems: YES.
 10:02:21 >>Mayor McLain: A LOT OF ACTIVITY HERE IN THE NEXT SEVERAL
 10:02:24 MONTHS TO SEE WHAT'S HAPPENING HERE.
 10:02:25 THANK YOU.

10:02:26 ANY OTHER QUESTIONS?
 10:02:30 >>Jim Ward: ONE OF THE THINGS STEVE AND I WERE DISCUSSING
 10:02:33 LAST NIGHT IS THE POTENTIAL TO DO LINE OF CREDITS.

 10:02:36 HAVE LINE OF CREDITS AVAILABLE TO US IN CASE WE RUN INTO A
 10:02:40 SITUATION WHERE WE DO NEED FUNDS AND WE CAN PAY THEM BACK
 10:02:44 VERY QUICKLY WHEN WE GET THE FUNDING FROM THE SOURCE THAT
 10:02:47 WE'RE ANTICIPATING.
 10:02:47 SO THAT IS AN OPPORTUNITY THAT I THINK WE HAVE TO BACKFILL
 10:02:51 WHAT YOUR POINT WAS.
 10:02:52 >>Mayor McLain: YEAH.
 10:02:56 DONE IT IN BUSINESS LINES OF CREDIT.
 10:02:58 MUNICIPALITIES MAY BE DIFFERENT, BUT I THINK THAT'S A GOOD
 10:03:00 IDEA.
 10:03:00 I'M NOT SURE THE TIMING ON THAT KIND OF AN EVENT.
 10:03:05 IF WE SEE THAT WE'RE RUNNING SHORT.
 10:03:06 >>Jim Ward: LINES OF CREDIT ARE AVAILABLE TO YOU WHENEVER
 10:03:10 YOU WANT TO USE THEM.
 10:03:11 >>Mayor McLain: WE NEED TO PROBABLY COME BACK TO COUNCIL
 10:03:14 WITH SOMETHING THAT SAYS --
 10:03:16 >>Steven Sarkozy: YES.
 10:03:17 IT'S PART OF OUR PROCESS WHERE WE WOULD REBID OUR BANKING
 10:03:22 SERVICES AGREEMENTS.
 10:03:25 SEVERAL YEARS AGO, PROBABLY FIVE OR SIX YEARS AGO NOW, WE
 10:03:28 PUT OUT A BID FOR BANKING SERVICES.
 10:03:33 AND WE HAD 8 BANKS THAT REALLY WANTED TO DO OUR WORK.
 10:03:38 OF COURSE, WE HAVE A GREAT BALANCE SHEET, AND THERE WAS A
 10:03:41 LOT OF INTEREST.
 10:03:43 THERE WILL STILL BE INTEREST THIS TIME BECAUSE WE HAVE A

 10:03:48 GOOD AMOUNT OF MONEY AND WE'VE OPERATED WITHOUT ANY FAULTS
 10:03:52 IN TERMS OF ANY OF OUR AUDITS.
 10:03:54 SO THE BANKS WOULD WELCOME OUR BUSINESS.
 10:03:58 WHEN WE DID THE FIRST PROPOSAL, WE DID NOT INCLUDE THE
 10:04:03 OPTION OF USING THAT BANK FOR THE INTERIM FINANCING, LINES
 10:04:12 OF CREDIT.
 10:04:13 AND WHEN WE DID NEED MONEY, WHEN WE BOUGHT THE PROPERTY AT
 10:04:17 THE CORNER OF CORKSCREW AND U.S. 41, WE WENT OUT WITH A
 10:04:21 BOND.
 10:04:21 AND THAT'S MORE EXPENSIVE.
 10:04:23 IT'S MORE TIMELY -- OR TIME-CONSUMING, AND IT'S A LOT OF
 10:04:29 PROCESS.
 10:04:30 WHAT YOU HAVE TO DO IS THEN BRING IN A BOND COUNSEL, A
 10:04:33 FINANCIAL ADVISOR, AND THEN ADVERTISE FOR BIDS FOR BONDING.
 10:04:39 AND IT'S GOOD FOR MAJOR PROJECTS.
 10:04:41 BUT IN THIS CASE, WHERE WE'RE GOING TO BE NEEDING PROBABLY
 10:04:46 SHORT-TERM CASH FOR A SHORTER PERIOD OF TIME WITH THE INTENT
 10:04:53 OF PAYING OFF THAT BORROWING WHEN WE GET REIMBURSEMENTS OR

10:04:56 WHEN OUR FINANCES ALLOW US TO PAY THAT BACK RIGHT AWAY, THAT
 10:05:02 INTERIM FINANCING OR LINES OF CREDIT IS REALLY THE WAY TO DO
 10:05:06 IT.
 10:05:07 SO WHEN WE DO ANOTHER BID FOR BANKING SERVICES, THIS TIME WE
 10:05:14 WOULD INCLUDE LINES OF CREDIT AS PART OF THE INITIAL
 10:05:19 PROPOSAL THAT WE REQUEST OF THE BANKING INDUSTRY.
 10:05:22 I'M SURE THAT WE'LL GET SEVERAL FIRMS THAT WILL BE

 10:05:25 INTERESTED, BUT THAT WOULD ALLOW US WITH A VOTE OF THE
 10:05:27 COUNCIL TO GO OUT AND DO -- SOLICIT MONEY IMMEDIATELY FROM
 10:05:34 THAT BANK AT A PREDETERMINED INTEREST RATE AND NOT HAVE ALL
 10:05:38 THE PROCESS AND BUREAUCRACY TIED UP IN A BOND SITUATION.
 10:05:42 WE PURPOSELY DECIDED NOT TO DO THAT THE FIRST TIME BUT IT
 10:05:50 WOULD BE PARTICULARLY HELPFUL NOW.
 10:05:51 >>Mayor McLain: I THINK IT IS A GOOD PRECAUTIONARY MEASURE.
 10:05:54 AND IF -- IF -- I'M NOT SURE IF IT IS A BIG IF, BUT IT IS AN
 10:05:59 IF, IF WE'RE GOING TO DO IT.
 10:06:00 I THINK WE HAVE TO ANALYZE THE PROJECTS FIRST AND UNDERSTAND
 10:06:02 WHAT THE CASH OUTLAYS WOULD BE.
 10:06:04 OBVIOUSLY, THERE IS A COST ASSOCIATED WITH THAT.
 10:06:08 WOULD THAT COST QUALIFY FOR THE RESILIENCY EFFORT FUNDING AS
 10:06:14 WELL?
 10:06:14 THE NET POTENTIALLY FOR THE VILLAGE COULD BE MINIMAL TO ZERO
 10:06:20 HOPEFULLY IF WE CAN --
 10:06:22 >>Steven Sarkozy: IT WOULD BE THE SAME COST IF WE DID A
 10:06:25 BOND.
 10:06:25 OBVIOUSLY, THERE IS A COST OF BORROWING, AND WE WOULD HAVE
 10:06:28 TO PAY THAT, BUT WE WOULD TRY TO GET A BID PROPOSAL FROM THE
 10:06:35 BANKS THAT BRACKET OR AT LEAST IDENTIFY HOW THEY ARE GOING
 10:06:38 TO CHARGE US SO YOU WOULD KNOW WHEN YOU INITIATED A DRAW ON
 10:06:44 THE LINE OF CREDIT THAT YOU KNEW HOW MUCH WE WOULD BE PAYING
 10:06:48 IN INTEREST.
 10:06:50 >>Mayor McLain: GOOD.

 10:06:51 ANY OTHER QUESTIONS?
 10:06:52 IF NONE, DO WE HAVE ANY PEOPLE SIGNED UP TO MAKE PUBLIC
 10:06:57 COMMENTS?
 10:06:57 >>Carol Sacco: WE HAVE NO COMMENTS AND NO E-COMMENTS.
 10:07:02 >>Mayor McLain: WITH NO COMMENTS, DO I HAVE A MOTION TO PASS
 10:07:05 THE FIRST READING OF ORDINANCE NUMBER 2023 --
 10:07:10 >>George Zalucki: MR. MAYOR, I MOVE WE ACCEPT 7A AS
 10:07:13 PROVIDED.
 10:07:15 >>Mayor McLain: COUNCILMEMBER ZALUCKI MADE THE MOTION, IS
 10:07:18 THAT CORRECT?
 10:07:19 AND DO I HAVE A SECOND?
 10:07:22 COUNCILMEMBER FAYHEE IS SECONDING.
 10:07:24 WOULD YOU PLEASE TAKE ROLL, MADAM CLERK.
 10:07:30 >>George Zalucki: AYE.

10:07:31 >>Jim Ward: AYE.
 10:07:33 >>Rafael Lopez: AYE.
 10:07:36 >>Lori Fayhee: AYE.
 10:07:38 >>Larry Fiesel: AYE.
 10:07:39 >>Vice-Mayor Ribble: AYE.
 10:07:40 >>Mayor McLain: AYE.
 10:07:41 ITEM NUMBER 8 IS PUBLIC COMMENT ON NON-AGENDA ITEMS.
 10:07:50 DO WE HAVE ANY SPEAKERS IN THE HOUSE?
 10:07:53 >>Carol Sacco: WE HAVE NO ONE SIGNED UP, MAYOR.
 10:07:55 >>Mayor McLain: OKAY.
 10:07:56 SO AT THIS POINT, WE CAN GO TO COUNCIL COMMUNICATIONS.

 10:08:03 WE CAN START WITH MAYBE VICE-MAYOR RIBBLE, WOULD YOU LIKE TO
 10:08:08 START AND GO AROUND THE TABLE?
 10:08:11 >>Vice-Mayor Ribble: THE ONLY THING I WANTED TO SAY IS I
 10:08:17 ATTENDED A COMMUNITY MEETING LAST NIGHT, IN FACT, ABOUT THE
 10:08:22 WOODFIELD PROJECT, JUST LISTENED TO WHAT THEY HAD TO SAY,
 10:08:26 AND I WAS PLEASED TO HEAR THAT THEY WOULD BE WILLING TO HELP
 10:08:31 WITH THE LIGHT ON 41 AND PELICAN COLONY BOULEVARD AS PART OF
 10:08:35 THE WHOLE TRAFFIC ISSUE THAT WOULD RESULT FROM THEIR
 10:08:41 DEVELOPMENT.
 10:08:41 I WAS PLEASED TO HEAR THAT.
 10:08:43 >>Mayor McLain: COUNCILMEMBER FIESEL?
 10:08:45 >>Larry Fiesel: I HAVE NO COMMENTS.
 10:08:46 >>Mayor McLain: NO COMMENTS.
 10:08:47 COUNCILMEMBER FAYHEE.
 10:08:49 >>Lori Fayhee: THANK YOU.
 10:08:51 I JUST HAVE ONE, AND I'M GOING TO TRY TO PRONOUNCE YOUR NAME
 10:08:55 CORRECTLY.
 10:08:55 MRS. CANIZARES, THANK YOU FOR COMING AND SPEAKING TODAY.
 10:09:02 EVEN THOUGH IT'S SOMETHING WE'RE NOT ABLE TO HELP YOU WITH,
 10:09:07 IT'S GOOD FOR US TO KNOW WHAT THE SITUATION IS, AND WE'RE
 10:09:12 DEFINITELY ALL CONCERNED ABOUT THE SAFETY OF ALL OUR
 10:09:15 CHILDREN IN ESTERO.
 10:09:17 SO THANK YOU.
 10:09:20 >>Mayor McLain: COUNCILMEMBER LOPEZ.
 10:09:23 >>Rafael Lopez: TO YOUR COMMENT ALSO, I DID FORWARD YOUR

 10:09:26 E-MAIL TO A COUPLE OF SCHOOL BOARD MEMBERS.
 10:09:30 I JUST WANTED TO LET YOU KNOW THAT IS A MOTION WE COULD DO,
 10:09:34 YEAH.
 10:09:35 >>Mayor McLain: COUNCILMEMBER WARD.
 10:09:36 >>Jim Ward: NO COMMENT, THANK YOU.
 10:09:39 >>George Zalucki: NOTHING TODAY.
 10:09:40 THANK YOU, MAYOR.
 10:09:41 >>Mayor McLain: I HAVE JUST A COUPLE OF THINGS WE'VE BEEN
 10:09:45 FAIRLY BUSY HERE.
 10:09:46 I GUESS EARLIER IN THE WEEK, I CAN'T REMEMBER WHAT DAY IT

10:09:49 WAS, MONDAY, I THINK IT WAS MONDAY OR TUESDAY OF THIS WEEK,
 10:09:52 THERE WAS AN EVENT WITH OUR SHERIFF, CARMINE MARCENO DOWN AT
 10:09:58 THE HYATT WHERE HE IS RUNNING FOR REELECTION.
 10:10:01 AND HE MADE A VERY POWERFUL STATEMENT DOWN THERE.
 10:10:08 HE'S DOING A WONDERFUL JOB.
 10:10:10 YOU CAN SEE IT IN THE PAPER.
 10:10:13 JUST THIS WEEK I THINK THEY BUSTED 24 OR 25 FOLKS THAT WERE
 10:10:18 INVOLVED IN DRUG TRAFFICKING FROM THROUGHOUT LEE COUNTY,
 10:10:23 COLLIER COUNTY AND THE REST.
 10:10:25 WHAT WAS INTERESTING IN HIS COMMENTS, THE MONIES THAT THEY
 10:10:29 RECEIVE -- AND IT WAS SUBSTANTIAL FROM THIS GROUP, CARS,
 10:10:34 GUNS, ALL THAT -- THEY ARE ACTUALLY USING THOSE FUNDS TO BUY
 10:10:38 UPGRADED EQUIPMENT TO HELP ENFORCE THE POLICE DEPARTMENT.
 10:10:44 I FELT REALLY SAFE AT THAT MEETING.
 10:10:46 I THINK WE FEEL PRETTY SAFE HERE IN LEE COUNTY BECAUSE OF

 10:10:50 THE EFFORTS AND LEADERSHIP THAT HE'S HAD.
 10:10:54 HE WILL BE RUNNING FOR REELECTION HERE AT THE END OF THE
 10:10:59 YEAR, I BELIEVE IT IS.
 10:11:00 IN ADDITION TO THAT, I AM THE REPRESENTATIVE FOR THE
 10:11:05 RECOVERY TASK FORCE, WHICH IS WHERE THE BILLION DOLLARS
 10:11:08 PROJECTS.
 10:11:08 I'VE BEEN IN TWO MEETINGS.
 10:11:10 WE'VE HAD THREE TOTAL.
 10:11:12 I DIDN'T GO TO THE FIRST ONE.
 10:11:14 OUR PREVIOUS MAYOR DID.
 10:11:16 I CAN SAY WE'RE MAKING PROGRESS.
 10:11:18 IT'S A BIG PROJECT TO FIGURE OUT HOW TO PROPERLY UTILIZE A
 10:11:25 BILLION DOLLARS' WORTH OF FUNDS OUT THERE.
 10:11:27 I THINK TASK FORCE MEETINGS THROUGHOUT ON DIFFERENT ELEMENTS
 10:11:30 IN THERE.
 10:11:31 I THINK THAT'S REALLY COMING FORWARD.
 10:11:33 I KNOW FROM THE VILLAGE OF ESTERO'S STANDPOINT, WE'RE
 10:11:35 ACTIVELY WORKING.
 10:11:36 IN FACT, THERE WILL BE A MEETING NEXT WEEK WHERE WE ARE
 10:11:38 REVIEWING THE PROJECTS WE HAVE TO MAKE SURE THAT WE COVERED
 10:11:42 THEM ALL AND THEN MAYBE EVEN ADD A FEW MORE, WRITE UP SOME
 10:11:45 QUICK DESCRIPTIONS, AND MAKE SURE THAT WE'RE WELL
 10:11:49 REPRESENTED IN BEING ABLE TO GET SOME OF THE FUNDS.
 10:11:51 HOW MUCH WE GET IS UP TO DEBATE AT THIS PARTICULAR POINT.
 10:11:57 THE OTHER ONE, LAST NIGHT, THE ESTERO CHAMBER OF COMMERCE, I

 10:12:02 THINK SEVERAL COUNCIL MEMBERS THERE, I GOT THERE AROUND 6.
 10:12:05 I WAS A LITTLE LATE.
 10:12:06 WENT FROM 5 TO 7.
 10:12:08 NICE THAT THEY HAVE SOME NEW DIGS.
 10:12:10 IT WAS, I THINK, WELL ATTENDED.
 10:12:13 I THINK THERE WERE NEW MEMBERS THERE.

10:12:14 I'M WISHING THE BEST TO THE ESTERO TO CONTINUE GROWING AND
 10:12:19 REPRESENTING OUR BUSINESSES HERE IN THE VILLAGE OF ESTERO.
 10:12:23 AND THEN YESTERDAY, AS YOU ALL KNOW, I'M A BICYCLE RIDER.
 10:12:27 SO I WAS RIDING MY BICYCLE AROUND ESTERO PARKWAY, AND THERE
 10:12:32 WAS A POLICE CAR THERE.
 10:12:34 THEY HAVE REALLY ENFORCED -- TRYING TO ENFORCE THE SPEED
 10:12:38 LIMITS, NOT JUST ON ESTERO PARKWAY, BUT ALL AROUND ESTERO IN
 10:12:43 HERE.
 10:12:43 I CONTACTED THEM SEVERAL MONTHS BACK, AND I'VE SEEN A
 10:12:47 PRESENCE OUT THERE PRETTY HEAVILY.
 10:12:49 I ACTUALLY STOPPED AT THE CAR -- YOU HAVE TO BE CAREFUL WHEN
 10:12:53 YOU GO UP THERE, BUT HE SAW ME COMING.
 10:12:56 LIEUTENANT VAUGHN WAS THERE.
 10:12:57 I THINK SOME OF YOU KNOW LIEUTENANT VAUGHN.
 10:13:00 AND HE PULLED SOME PEOPLE OVER.
 10:13:02 AS A MATTER OF FACT, HE ACTUALLY CAME INTO MY NEIGHBORHOOD
 10:13:06 BECAUSE HE HAD SOME COMPLAINTS WITHIN THE HOA AND PEOPLE
 10:13:11 WERE GLIDING THROUGH TRAFFIC SIGNALS WITHIN THE
 10:13:16 NEIGHBORHOOD.

10:13:16 I JUST GIVE EVERYBODY A LITTLE CAUTION.
 10:13:20 DRIVE SAFELY BECAUSE OUR POLICE FORCE AND SHERIFF'S FORCE IS
 10:13:25 OUT THERE AND THEY ARE ACTUALLY ISSUING TICKETS.
 10:13:27 I SUPPORT THAT 100%.
 10:13:29 I THINK ALL OF YOU FOR PEDESTRIAN SAFETY, AUTOMOBILE SAFETY
 10:13:32 AND THE LIKE, IT'S AWFULLY IMPORTANT.
 10:13:36 THAT'S ALL I'VE GOT.
 10:13:38 COMMENTS?
 10:13:42 WHAT WE CAN DO NOW -- OH, EXCUSE ME, WE HAVE TO GO TO THE
 10:13:45 ATTORNEY, OUR VILLAGE ATTORNEY FOR COMMENTS.
 10:13:50 >>Robert Eschenfelder: NOTHING MAYOR.
 10:13:51 THANK YOU.
 10:13:51 >>Mayor McLain: OUR VILLAGE MANAGER.
 10:13:52 >>Steven Sarkozy: WE HAVE GOOD NEWS.
 10:13:54 THE STATE BUDGET HAS BEEN DROPPED, WHICH NOW THEN ALLOWS
 10:14:01 BOTH THE SENATE AND THE HOUSE TO APPROVE THE BUDGET TO BE
 10:14:04 FORWARDED TO THE GOVERNOR.
 10:14:06 THAT VOTE WILL OCCUR I BELIEVE ON FRIDAY.
 10:14:10 THERE IS A 72-HOUR WAITING PERIOD AFTER THE BUDGET HAS BEEN
 10:14:13 DROPPED BEFORE THE FINAL VOTE CAN OCCUR.
 10:14:15 AS YOU'LL RECALL, WE PUT IN A REQUEST FOR FUNDS FOR THE WEST
 10:14:21 BROADWAY SEPTIC-TO-SEWER PROJECT.
 10:14:25 THE AMOUNT THAT THE STATE WAS INTERESTED IN PROVIDING US WAS
 10:14:31 ORIGINALLY ESTIMATED AT 3.75 MILLION.
 10:14:34 THAT'S BEEN DOUBLED NOW IN THE BUDGET.
 10:14:37 SO WE'LL HAVE \$7.5 MILLION WE THINK IN THAT FINAL BUDGET,
 10:14:43 WHICH IS GREAT.

10:14:45 IT WILL PAY FOR 50% OF THE PROJECT ON WEST BROADWAY.
 10:14:50 THAT'S A VERY EXPENSIVE PROJECT, OF COURSE, AND WE'LL
 10:14:57 CONTINUE TO LOOK FOR OTHER SOURCES OF FUNDING TO CLOSE THE
 10:15:00 GAP, IF YOU WILL, BUT THAT'S GOOD NEWS.
 10:15:06 >>Mayor McLain: THANK YOU.
 10:15:08 SO WE'VE COMPLETED OUR AGENDA FOR THE REGULAR MEETING.
 10:15:12 I AM GOING TO ADJOURN THE REGULAR SESSION AND WE WILL
 10:15:16 RECONVENE -- I DON'T THINK WE NEED A BREAK.
 10:15:20 LET'S JUST KEEP PLOWING THROUGH THIS.
 10:15:23 WE'LL CONVENE OUR WORKSHOP SESSION IMMEDIATELY.
 10:15:28 [SOUNDING GAVEL]
 10:15:28 WE END THIS SESSION, IS THAT THE PROPER WAY?
 10:15:32 THEN WE WILL GO TO THE WORKSHOP.
 10:15:34 THE WORKSHOP TODAY RELATES TO THE CODE COMPLIANCE MITIGATION
 10:15:39 AND PAYMENT UPDATE.
 10:15:40 YOU'VE ALL GOT COPIES OF THE SPREADSHEET, WHICH IS PRETTY
 10:15:44 EXTENSIVE.
 10:15:46 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
 10:15:48 >>Steven Sarkozy: SURE.
 10:15:49 MAYOR AND MEMBERS OF COUNCIL, THIS COMES TO YOU BECAUSE IT
 10:15:53 WAS REQUESTED -- THERE WAS A REQUEST FOR INFORMATION
 10:15:56 REGARDING THIS PROGRAM FROM COUNCIL AT A PREVIOUS MEETING.
 10:16:02 I WILL TURN THIS OVER TO MARY GIBBS, OUR COMMUNITY

 10:16:07 DEVELOPMENT DIRECTOR, WHOSE DEPARTMENT ADMINISTERS THE CODE
 10:16:11 ENFORCEMENT PROGRAM INCLUDING THE MITIGATION AND THE
 10:16:15 COLLECTION OF FINES.
 10:16:16 MARY?
 10:16:19 >>Mary Gibbs: I WAS THINKING WE COULD TURN IT OVER TO DAVID
 10:16:21 MAYBE.
 10:16:22 [LAUGHTER]
 10:16:22 AS STEVE SAID, THIS WAS REQUESTED BY COUNCIL.
 10:16:27 WE DID AN UPDATE ONCE BEFORE, BUT IT'S ACTUALLY BEEN A FEW
 10:16:30 YEARS AGO SO IT'S A LITTLE BIT OUTDATED.
 10:16:32 I ATTACHED THIS MEMO AND SPREADSHEET, BUT I WANT TO GIVE YOU
 10:16:36 A LITTLE BIT OF BACKGROUND FIRST ON HOW THE CODE ENFORCEMENT
 10:16:38 PROCESS WORKS, JUST AS A REFRESHER AND ALSO FOR SOME OF YOU
 10:16:41 THAT ARE NEW AND MAY NOT KNOW.
 10:16:44 IT WILL HELP PUT THIS IN CONTEXT A LITTLE BIT.
 10:16:46 SO, FIRST OF ALL, CODE ENFORCEMENT THE WHOLE PROCESS IS
 10:16:53 REGULATED BY THE FLORIDA STATUTES.
 10:16:55 EVERYTHING YOU DO HAS TIMETABLES AND NOTIFICATION
 10:16:58 REQUIREMENTS IN THE STATUTES.
 10:16:59 WE USE WHAT WE CALL A SPECIAL MAGISTRATE TO HEAR CASES THAT
 10:17:06 HAVE NOT BEEN RESOLVED.
 10:17:09 BUT WHEN WE DO THE NOTIFICATIONS IN THE STATUTES, IT IS A
 10:17:12 VERY LENGTHY PROCESS.
 10:17:13 WHEN SOMEBODY HAS A VIOLATION, I THOUGHT STANLEY JUST CAME

10:17:16 IN.

10:17:17 LET ME INTRODUCE STANLEY KNIGHT, OUR CODE ENFORCEMENT,
 10:17:19 ONE-MAN SHOW.
 10:17:21 HE IS TRYING TO KEEP A LOW PROFILE BECAUSE HE HAS AN
 10:17:25 EARTH-TONE SHIRT ON, SO YOU MAY NOT SEE HIM BACK THERE.
 10:17:28 BUT HE IS OUR ONE-MAN SHOW.
 10:17:30 IF I SAY SOMETHING WRONG, HE'LL JUMP UP AND SAY, MARY, YOU
 10:17:34 MESSED UP THAT EXPLANATION.
 10:17:35 ANYWAY, THE STATUTES ARE VERY PARTICULAR.
 10:17:38 WHEN WE SEE A VIOLATION, FIRST OF ALL, STANLEY WILL SEND A
 10:17:42 COURTESY NOTICE.
 10:17:43 THAT'S NOT REQUIRED BY THE STATUTE, BUT WE THINK IT IS A
 10:17:46 GOOD IDEA BECAUSE SOMETIMES THESE LETTERS YOU GET FOR CODE
 10:17:49 ENFORCEMENT CAN BE VERY SCARY.
 10:17:50 SO WE SEND THE COURTESY NOTICE OUT.
 10:17:53 THERE IS A CERTAIN TIME PERIOD OF THAT.
 10:17:55 IF IT'S NOT RESOLVED, AND USUALLY THEY ARE, WE WILL SEND A
 10:17:58 NOTICE OF VIOLATION, WHICH IS THE OFFICIAL NOTICE.
 10:18:01 THERE'S ALSO STATUTORY REQUIREMENTS FOR HOW WHEN YOU CAN
 10:18:04 SEND THEM AND HOW LONG OF A TIME PERIOD YOU HAVE TO WAIT
 10:18:07 BEFORE YOU CAN ACTUALLY PROCEED TO A HEARING.
 10:18:11 AND THEN YOU HAVE TO PROVIDE A NOTICE OF HEARING AND THEN
 10:18:14 HAVE THE HEARING.
 10:18:15 SO OUR HEARINGS ARE DONE BY SPECIAL MAGISTRATE.
 10:18:19 WE HAVE TWO RIGHT NOW.
 10:18:20 WE HAVE JOE FAERBER AND WE HAVE BOB PRITT WHO IS HELPING

10:18:29 WHILE JOE HAS BEEN OUT SICK.
 10:18:30 MOST OF THE CASES WILL BE ABATED.
 10:18:32 IF A CASE IS NOT ABATED OR CORRECTED BY GETTING THAT NOTICE,
 10:18:37 THEN THE MAGISTRATE WILL HAVE THE HEARING.
 10:18:39 HE CAN IMPOSE FINES.
 10:18:40 THE FINES ARE SET PER FLORIDA STATUTE.
 10:18:43 THERE IS A MAXIMUM YOU CAN DO PER DAY, \$250 OR \$500 IF YOU
 10:18:49 ARE A REPEAT OFFENDER.
 10:18:50 SO THOSE FINES WILL RUN UNTIL THE VIOLATION IS CORRECTED.
 10:18:56 A LOT OF TIMES THE PEOPLE WILL PAY THE FINES AND THEN IT'S
 10:18:59 CORRECTED AND WE ABATE THAT.
 10:19:01 IF IT DOESN'T GET CORRECTED, THEN YOU CAN RECORD A LIEN, AND
 10:19:04 THE LIEN IS RECORDED AGAINST THE PROPERTY.
 10:19:06 SO THIS WHOLE PROCESS IS VERY LENGTHY AND TIME-CONSUMING AND
 10:19:14 NOT VERY MANY PROPERTIES HAVE LIENS PLACED ON THEM.
 10:19:19 BUT JUST TO PUT THIS IN CONTEXT, IF YOU GO TO -- WE HAVE A
 10:19:22 MEMO ATTACHED TO YOUR SUMMARY SHEET.
 10:19:26 AND TO PUT IT IN CONTEXT WITH THE MEMO AND THE SPREADSHEET,
 10:19:31 THIS MEMO TELLS YOU THAT WE HAVE 139 CASES THAT WENT TO THE
 10:19:36 MAGISTRATE.

10:19:36 BUT LET'S PUT THAT IN CONTEXT.
 10:19:39 OF THE TOTAL THAT STANLEY HAS DONE SINCE WE STARTED THE CODE
 10:19:42 ENFORCEMENT IN 2016, THERE ARE OVER 3700 CASES.
 10:19:47 SO 139 GOING TO THE MAGISTRATE, THAT IS LIKE 4% OF THE
 10:19:51 TOTAL.

10:19:51 SO THEN WE HAVE THE 119 CASES THAT WE ACTUALLY HAD FINES
 10:19:58 IMPOSED.
 10:20:00 OF THAT 119, 71 OF THEM MADE PAYMENTS.
 10:20:03 SO WE HAVE 50 LEFT OF THIS TOTAL THAT HAVE FINES OR LIENS
 10:20:07 PLACED AGAINST THEM.
 10:20:08 SO IF YOU PUT THAT IN CONTEXT WITH THE TOTAL, THAT'S JUST
 10:20:11 OVER 1%.
 10:20:12 SO WE HAVE A VERY GOOD COMPLIANCE RATE.
 10:20:15 SO I WOULD LIKE TO PUT THAT IN PERSPECTIVE BECAUSE IF YOU
 10:20:18 JUST LOOK AT THIS SPREADSHEET THAT SHOWS ALL THE FINES YOU
 10:20:21 GO, OH, MY GOSH, WE'VE GOT MILLIONS OF DOLLARS AND WE'VE
 10:20:24 DONE NOTHING, BUT THAT'S NOT REALLY THE CASE.
 10:20:26 SO WE HAVE COLLECTED 147,000 PLUS DOLLARS.
 10:20:32 NOW, THERE IS AN OUTSTANDING 3.7 MILLION.
 10:20:35 THAT SOUNDS LIKE A LOT.
 10:20:36 THERE'S TWO REASONS FOR THAT.
 10:20:38 ONE, THE COUNCIL HAS TOLD US IN THE PAST, IMPOSE THE MAXIMUM
 10:20:44 FINES.
 10:20:44 SO IF WE HAVE A FINE RUNNING, WE IMPOSE THE 250 OR THE 500
 10:20:48 PER DAY.
 10:20:49 IF THEY DON'T EVER ABATE THE VIOLATION, IT CAN ACCRUE FOR A
 10:20:53 COUPLE OF YEARS, AND THAT'S WHY SOME OF THESE ARE PRETTY
 10:20:56 HEFTY FINES.
 10:20:57 THERE IS ANOTHER ISSUE WITH COLLECTING FINES.
 10:21:00 SO THE GOAL OF CODE ENFORCEMENT IS REALLY TO ACHIEVE

10:21:03 COMPLIANCE.
 10:21:04 IT'S NOT TO BE A MONEY-MAKING OPERATION AND PART OF THE
 10:21:07 REASON FOR THIS, TOO, IS THAT A LOT OF THESE PROPERTIES ARE
 10:21:11 HOMESTEADED SO YOU CANNOT REALLY FORECLOSE ON THESE HOMES.
 10:21:14 THERE'S LEGAL ISSUES INVOLVED.
 10:21:17 SO WHEN YOU THINK, OH, 3.7 MILLION, WE CAN MAKE A LOT OF
 10:21:21 MONEY FROM THIS, IT'S REALLY KIND OF -- IT'S NOT A REAL
 10:21:25 NUMBER.
 10:21:25 YOU'RE NOT GOING TO COLLECT THAT.
 10:21:27 BUT WE CAN DO THINGS TO COLLECT FINES.
 10:21:31 WE HAVE TRIED TO REACH OUT.
 10:21:33 AGAIN, WHEN YOU GET TO THE SMALL PERCENTAGE OF THE TOTAL,
 10:21:36 SOMETIMES YOU'VE GOT KIND OF THE HARD-CORE CASES WHERE YOU
 10:21:39 CANNOT -- YOU TRY TO COLLECT THE FINES BUT YOU MAY NOT BE
 10:21:43 ABLE TO.
 10:21:44 SO I WANTED TO GIVE YOU JUST KIND OF AN OVERVIEW SO YOU

10:21:47 WOULD KIND OF PUT THAT IN PERSPECTIVE AND UNDERSTAND.
 10:21:50 AND THEN THE SPREADSHEET JUST LISTS THE ONES THAT WE HAVE
 10:21:53 THAT ARE STILL OUTSTANDING.
 10:21:56 IT'S VERY SIMILAR TO THE ONE WE HAD WHEN WE DID THIS A
 10:21:59 COUPLE OF YEARS AGO.
 10:22:01 SOME OF THE CASES HAVE PAID.
 10:22:02 SOME OF THEM HAVE NOT PAID, AND SOME OF THEM ARE STILL
 10:22:05 OUTSTANDING.
 10:22:06 I DIDN'T REALLY WANT TO GET INTO THE SPECIFICS OF THE

 10:22:11 SPREADSHEET ITSELF BUT JUST KIND OF GIVE YOU THAT OVERVIEW
 10:22:14 AND WHAT WE'VE GOT GOING ON.
 10:22:16 WE ALSO HAVE A NEW VILLAGE ATTORNEY WHO IS PRETTY
 10:22:22 EXPERIENCED IN CODE ENFORCEMENT.
 10:22:24 HE CAN HELP US IF WE HAVE SOME PEOPLE THAT ARE DIFFICULT TO
 10:22:28 GET FINES FROM.
 10:22:30 CORRECT, ROB?
 10:22:32 [LAUGHTER]
 10:22:32 DIDN'T MEAN TO PUT HIM ON THE SPOT.
 10:22:35 I'M HAPPY TO ANSWER ANY QUESTIONS IF YOU HAVE ANY.
 10:22:41 >>Mayor McLain: GO AHEAD, JIM.
 10:22:42 >>Jim Ward: THE ONES HIGHLIGHTED IN YELLOW THAT ARE PRETTY
 10:22:45 SIGNIFICANT, ARE THEY HOMESTEADED LOTS OR HOMES?
 10:22:49 >>Mary Gibbs: I WENT THROUGH THIS WITH STANLEY BEFORE.
 10:22:53 I THINK SOME OF THEM ARE AND SOME OF THEM ARE NOT.
 10:22:55 NOW, THE ONES THAT ARE OVER 100,000, THE COUNCIL IN THE PAST
 10:22:59 HAS SAID WHEN WE GET SOMETHING WITH FINES OVER 100,000, IF
 10:23:04 THEY COME IN AND DO WANT TO RESOLVE OR MITIGATE, COUNCIL
 10:23:09 WANTS TO SEE THAT.
 10:23:10 WE'LL BE BRINGING FORWARD ANY OF THE LARGER ONES TO YOU.
 10:23:12 THE SMALLER ONES ARE TYPICALLY HANDLED BY THE MAGISTRATE.
 10:23:16 BUT ANYTHING OVER 100,000 WILL BE COMING BACK TO YOU.
 10:23:19 AND I DON'T THINK WE'VE HAD ANY SINCE WE'VE GOT THE NEW
 10:23:23 COUNCIL ON BOARD, BUT WE HAVE HAD A FEW IN THE PAST WHERE WE
 10:23:27 BRING THE PERSON IN AND THEY WILL EXPLAIN.

 10:23:30 SOMETIMES THEY HAVE KIND OF A SAD SIDE OF THE STORY, LIKE
 10:23:34 THEY ARE TRYING TO FIX IT.
 10:23:36 IT GOT SOLD.
 10:23:37 ONE OF THE RELATIVES DIED.
 10:23:39 THEY DIDN'T KNOW.
 10:23:40 THERE IS A LOT OF VARIETY OF REASONS.
 10:23:43 SOME OF THE CASES ARE INTERESTING WHERE YOU'VE GOT LIKE A
 10:23:45 LARGE DOLLAR AMOUNT.
 10:23:47 BUT THIS COULD BE FOR CODE VIOLATION THAT'S REALLY SMALL,
 10:23:50 LIKE SOMEBODY DIDN'T MAINTAIN THEIR POOL, MAYBE THEY SOLD
 10:23:54 THE PROPERTY.
 10:23:54 THE PROPERTY GOT FORECLOSED ON.

10:23:56 THE POOL IS BLACK.
 10:23:58 THEY DIDN'T MAINTAIN IT.
 10:24:00 THEY DIDN'T COME TO THE HEARING, THE FINES KEEP ACCRUING,
 10:24:02 BUT YOU DON'T REALLY HAVE -- IT'S NOT LIKE AN IMMINENT, THE
 10:24:07 WORLD IS GOING TO END PROBLEM, BUT YOU END UP WITH A VERY
 10:24:10 LARGE FINE FOR KIND OF A SMALL VIOLATION.
 10:24:12 SO THOSE WILL COME BACK.
 10:24:14 ANYTHING LARGE COMES BACK TO THE COUNCIL AND THEN THEY WILL
 10:24:17 EXPLAIN THE REASONS WHY THEY WOULD LIKE TO MITIGATE THE
 10:24:20 FINE.
 10:24:25 >>Lori Fayhee: MANY OF THESE SAY CLOSED.
 10:24:27 I SEE JUST A COUPLE THAT ARE OPEN.
 10:24:30 WHAT DOES THAT MEAN?

 10:24:34 >>Mary Gibbs: SO STANLEY, CORRECT ME IF I'M WRONG, WHEN YOU
 10:24:38 CLOSE IT, THE VIOLATION IS TAKEN CARE OF.
 10:24:41 IF IT'S OPEN, THEY HAVE NOT DONE ANYTHING.
 10:24:45 >>Lori Fayhee: OKAY.
 10:24:45 BUT THE FINE IS STILL THERE.
 10:24:47 AND DO THEY TYPICALLY, DO WE REACH OUT TO THEM AGAIN OR DO
 10:24:51 WE WAIT FOR THEM TO CALL US TO TRY TO NEGOTIATE?
 10:24:55 >>Mary Gibbs: WE REACH OUT TO THEM WHEN THEY HAVE THE
 10:24:57 HEARING, AND IF THEY ARE THERE, THEY KNOW THERE IS A FINE
 10:24:59 RUNNING.
 10:25:01 WE TYPICALLY, ONCE THE FINE IS RUNNING, WE DON'T KEEP
 10:25:05 REACHING OUT TO THEM BECAUSE AT THAT POINT THEY USUALLY ARE
 10:25:08 NOT WANTING TO PAY IT.
 10:25:10 >>Lori Fayhee: OKAY.
 10:25:11 THANKS.
 10:25:11 I USE THAT TERM "WE" LOOSELY.
 10:25:14 I REALLY MEANT YOU.
 10:25:15 >>Mary Gibbs: OH.
 10:25:16 [LAUGHTER]
 10:25:17 THEY HAVE HAD A FEW CASES IN THE PAST.
 10:25:21 SOME OF YOU MIGHT REMEMBER THE RaceTrac.
 10:25:23 WHEN WE HAVE A COMMERCIAL BUILDING AND WE DID HAVE OUR
 10:25:25 ATTORNEY REACH OUT TO THEM AND SAY YOU HAVE TO COME IN AND
 10:25:28 ABATE THIS, AND THEN THEY CAME IN AND THEY PAID THE FINE.
 10:25:32 SO THE COMMERCIAL ONES ARE A LITTLE EASIER BECAUSE, YOU

 10:25:35 KNOW, THE CORPORATE ONES USUALLY DON'T WANT KIND OF A BLACK
 10:25:40 EYE.
 10:25:42 >>Lori Fayhee: THANK YOU.
 10:25:44 >>George Zalucki: THANK YOU, MARY, FOR THAT DESCRIPTION OF
 10:25:48 OPEN AND CLOSE.
 10:25:49 MAKES SENSE TO ME.
 10:25:50 I WAS LOOKING THIS OVER.
 10:25:51 WHAT I DID NOTICE IS MANY OF THE VIOLATIONS ON HERE ARE THAT

10:25:54 OF MOBILE HOMES.
 10:25:55 AS A MATTER OF FACT, ONE RESIDENT -- AND THIS HAPPENS TO BE
 10:26:00 A RESIDENT -- BECAUSE, BY THE WAY, SEVERAL ON HERE ARE FROM
 10:26:03 FORT MYERS.
 10:26:05 I WAS GOING TO ASK YOU ABOUT THAT.
 10:26:06 THE ADDRESSES ON HERE, FOR INSTANCE, BISCAYNE BOULEVARD,
 10:26:12 AVENTURA, FLORIDA.
 10:26:14 THERE ARE A COUPLE IN FORT MYERS.
 10:26:17 THERE'S ONE IN MEDLEY, FLORIDA, AS WELL.
 10:26:19 BUT THE QUESTION IS ABOUT THE MOBILE HOMES.
 10:26:22 AND ONE RESIDENT HAS TWO INCIDENTS THAT TOTALED \$551,000.
 10:26:28 AND IT'S A VERY SMALL MOBILE HOME.
 10:26:30 I'M TRYING TO UNDERSTAND WHAT KIND OF VIOLATION IN TWO CASES
 10:26:34 OPEN, THEY ARE BOTH CLOSED, WHICH MEANS COMPLIANCE, CORRECT?
 10:26:37 THEY FINALLY COMPLIED, RIGHT?
 10:26:39 BUT I'M TRYING TO UNDERSTAND THE MOBILE HOME.
 10:26:42 IT SEEMS TO BE THE COMMON THREAD.

 10:26:45 CAN MAYBE YOU COMMENT ON WHAT WE'RE SEEING OUT THERE IN THE
 10:26:49 FIELD IN VIOLATIONS?
 10:26:50 >>Mary Gibbs: STANLEY, YOU MIGHT WANT TO COME UP HERE AND
 10:26:52 HELP ME WITH THIS.
 10:26:53 I THINK WE HAVE SOME MOBILE HOME, WE HAVE SOME ISSUES ALONG
 10:26:58 SHERRILL AND LUETTICH LANE.
 10:27:04 WE HAVE ISSUES THERE BECAUSE OF A LOWER LEVEL OF COMPLIANCE.
 10:27:07 I DON'T KNOW THE PARTICULARS OF THAT ONE, SOMETIMES WE HAVE
 10:27:12 PEOPLE THAT OWN THE MOBILE HOMES THAT ARE NOT IN THE AREA,
 10:27:16 THE PEOPLE THAT LIVE THERE ARE THE ONES THAT RECEIVE THE
 10:27:21 NOTICES.
 10:27:22 BUT THAT'S THE PEOPLE THAT HAVE OTHER ADDRESSES, IT WOULD GO
 10:27:26 TO THE PROPERTY OWNER'S ADDRESS.
 10:27:28 SOME OF THESE ARE RENTALS AND SOME OF THESE JUST DO NOT GET
 10:27:31 FIXED.
 10:27:31 I DON'T KNOW IF THERE'S SOMETIMES A LANGUAGE ISSUE.
 10:27:34 SOMETIMES THEY ARE RENTING AND JUST DON'T WANT TO FIX IT.
 10:27:37 AND THEN THOSE FINES, I DON'T KNOW THE PARTICULARS, IT'S
 10:27:40 PROBABLY SOMETHING PRETTY SMALL.
 10:27:44 >> STANLEY KNIGHT: WHICH ADDRESS ARE YOU REFERRING TO?
 10:27:49 >>George Zalucki: WELL, THE ONE WITH THE TWO INCIDENTS.
 10:27:50 BOTH ARE CLOSED, BY THE WAY, SO OBVIOUSLY THERE IS
 10:27:51 COMPLIANCE THERE.
 10:27:52 BUT IT TOTALED A LITTLE OVER HALF A MILLION DOLLARS AND IT'S
 10:27:54 ON SHERRILL LANE.

 10:27:56 >>Stanley Knight: DONNA DAVIS. IS THAT THE PROPERTY YOU'RE
 10:28:00 REFERRING TO AT 20275 SHERRILL?
 10:28:05 >>George Zalucki: THAT'S CORRECT.
 10:28:06 >>Stanley Knight: SHE'S DEAD.

10:28:07 SHE PASSED AWAY PROBABLY SIX MONTHS AGO.
 10:28:09 BUT PRIOR TO THAT, HER SON WAS IN THE PROCESS OF BUYING THE
 10:28:13 PROPERTY FROM HER, WHICH NEVER WENT THROUGH SINCE SHE
 10:28:17 PASSED.
 10:28:17 AND IT'S JUST SITTING THERE IN LIMBO.
 10:28:18 I HAVE NO CURRENT PROPERTY OWNER.
 10:28:19 IT'S STILL LISTED ON THE TAX BILL AS HER BEING THE OWNER.
 10:28:21 THIS PROPERTY HAD A LOT OF EXTERIOR DETERIORATION.
 10:28:26 THE WALL AT THE GARAGE FELL TO THE GROUND AND COLLAPSED SO
 10:28:30 YOU COULD SEE INTO ONE SIDE OF THE GARAGE.
 10:28:32 THAT'S WHERE IT STARTED FROM.
 10:28:33 THERE WAS NO RESPONSE FROM HER.
 10:28:34 HER SON CONTACTED ME AFTER SHE PASSED AND THEN THE SALE WENT
 10:28:39 SOUTH AFTER SHE PASSED AWAY, AND HE COULDN'T BUY THE
 10:28:43 PROPERTY FOR SOME UNKNOWN REASON.
 10:28:45 I'M NOT SURE.
 10:28:45 IT SITS THERE AND ACCRUES.
 10:28:48 IT IS CLOSED NOW.
 10:28:49 HE WENT DOWN THERE.
 10:28:49 HE BOARDED UP THE GARAGE WALL AND REPAIRED IT, SO THAT'S WHY
 10:28:52 I CLOSED THE CASE, BUT THE FINES ARE STILL UNPAID.

10:28:54 >>George Zalucki: I UNDERSTAND.
 10:28:56 IS THERE GOING TO BE A PROCESS IN WHICH WE DETERMINE WHETHER
 10:28:58 OR NOT WE'RE GOING TO MOVE FORWARD WITH THE FINING?
 10:29:01 THAT INCIDENT, FOR INSTANCE, WOULD WE HAVE AN OPPORTUNITY TO
 10:29:04 SAY THEY ARE COMPLYING NOW AND LET'S GO AHEAD AND PUT THIS
 10:29:07 TO BED?
 10:29:08 >>Mary Gibbs: TYPICALLY WHAT HAPPENS IS WHOEVER WILL END UP
 10:29:12 BUYING IT WILL COME IN AND CHECK WITH US AND SEE THAT THERE
 10:29:16 ARE LIENS OR FINES, AND THEY WILL ASK US HOW CAN WE GET
 10:29:20 THESE REMOVED OR REDUCED.
 10:29:23 FOR SOMETHING THAT LARGE WE COME BACK TO COUNCIL AND SAY,
 10:29:25 OKAY, WE HAVE A NEW OWNER HERE.
 10:29:27 HE WASN'T THE ONE RESPONSIBLE FOR THE VIOLATION.
 10:29:30 HE'S ASKING TO REDUCE THE FINES OR ELIMINATE THE FINES.
 10:29:33 AND THEN THAT COMES TO YOU AND YOU ALL HEAR THE STORY AND
 10:29:37 DECIDE, YOU KNOW, WHAT FINE WOULD BE -- YEAH, NORMALLY, WE
 10:29:42 DON'T GO OUT.
 10:29:44 STANLEY HAS OTHERS, SO HE DOESN'T GO OUT AND SEARCH AND
 10:29:47 SEARCH.
 10:29:48 BUT TYPICALLY THEY WILL CONTACT US AT ONE POINT OR THEY HAVE
 10:29:51 TO SELL IT AND THEN IT COMES BACK TO US.
 10:29:55 >>Robert Eschenfelder: UNDER FLORIDA LAW, RECORDED MUNICIPAL
 10:29:57 CODE LIEN LASTS FOR 20 YEARS.
 10:29:59 SO ONCE IT'S RECORDED, IT REALLY MUST, MUNICIPALITIES AND
 10:30:05 COUNTIES WILL LET IT SIT THERE AND IT REALLY POPS UP WHEN

10:30:10 THERE IS A TRANSACTION.
 10:30:11 EITHER THEY ARE TRYING TO DO A HOME EQUITY LOAN OR THEY ARE
 10:30:15 GOING TO BE SELLING THE PROPERTY, AND THEN WHEN THEY DO THE
 10:30:20 TITLE SEARCH, IT POPS UP AS A CLOUD ON THE TITLE AND THAT'S
 10:30:24 WHEN WE GET A KNOCK ON THE DOOR SAYING, HEY, I WOULD LIKE TO
 10:30:27 SELL MY LAND BUT I'VE GOT THIS LIEN AND IT'S 500,000 OR
 10:30:32 WHATEVER, WILL YOU COMPROMISE IT?
 10:30:34 UNDER THE STATUTE, THE GOVERNING BODY IS WHO MUST AGREE TO
 10:30:38 COMPROMISE THOSE LIENS.
 10:30:40 SO THAT'S WHY THEY WILL COME BEFORE YOU ALL TO TALK ABOUT
 10:30:45 WHAT THEIR SAD STORY IS.
 10:30:47 IT'S SOMETHING THAT IS GREATLY IN HAND YOUR DISCRETION,
 10:30:51 COMMISSIONER ZALUCKI OR COUNCILMEMBER ZALUCKI.
 10:30:54 YOU HAVE TO BALANCE THE SAD STORY WITH -- A LOT OF TIMES,
 10:31:01 YOU KNOW, THAT'S WHY OUR CODE OFFICER WILL BE HERE TO
 10:31:04 DESCRIBE THE BACKGROUND.
 10:31:06 A LOT OF TIMES PEOPLE DO WILLINGLY JUST SAY I'M NOT GOING TO
 10:31:12 COMPLY, I'M NOT GOING TO COOPERATE.
 10:31:13 SO THERE IS A COMPONENT THAT YOU SHOULDN'T LET THEM OFF
 10:31:17 SCOT-FREE BECAUSE THIS COULD HAVE BEEN RESOLVED A LONG TIME
 10:31:21 AGO.
 10:31:22 MY FIRM JUST LITIGATED A CASE, JUST FINISHED IT LAST YEAR
 10:31:26 AND IT WENT ALL THE WAY UP TO THE FEDERAL APPEALS COURT FOR
 10:31:29 RELATIVELY LOW-LEVEL ISSUE THAT THE OWNER JUST SIMPLY
 10:31:35 REFUSED TO TAKE CARE OF AND THE FINES ACCUMULATED AND

 10:31:38 ACCUMULATED.
 10:31:39 AND THEN AFTER IT BECAME SEVERAL HUNDRED THOUSAND DOLLARS,
 10:31:44 THE INTEREST GROUP, LEGAL GROUP OUT THERE THAT SORT OF
 10:31:49 ADVOCATES FOR PROPERTY RIGHTS FILED A LAWSUIT SAYING THAT
 10:31:53 THE CODE LIEN WAS AN UNCONSTITUTIONAL PENALTY UNDER THE
 10:31:58 8th AMENDMENT BECAUSE IT WAS SO LARGE AS COMPARED TO THE
 10:32:02 DINKY VIOLATION.
 10:32:04 BOTH THE FEDERAL TRIAL JUDGE AND THE APPEALS COURT SAID, NO,
 10:32:08 THE STATUTE SAYS \$250 PER DAY.
 10:32:12 SO YOU COULD HAVE -- IT WAS WITHIN YOUR POWER TO CLEAN YOUR
 10:32:16 POOL AT ANY TIME.
 10:32:17 INSTEAD, YOU THUMBED YOUR NOSE AT THE GOVERNMENT AND IT GREW
 10:32:21 AND IT GREW AND IT GREW.
 10:32:22 SO THERE'S GOOD CASE LAW OUT THERE THAT SUPPORTS THAT.
 10:32:27 IT'S NOT A PENALTY IN THE CONSTITUTIONAL SENSE.
 10:32:30 IT REALLY IS GOING TO BECOME ON A CASE-BY-CASE BASIS WHAT
 10:32:34 YOU ALL DECIDE YOU WANT TO DO WITH IT IF YOU COMPROMISE THE
 10:32:37 LIEN.
 10:32:40 >>Mayor McLain: ANY OTHER COMMENTS?
 10:32:42 JUST ONE QUESTION FOR CLARITY.
 10:32:43 SO WHEN IT SHOWS CLOSED, IN SOME CASES WE'VE COLLECTED SOME
 10:32:48 MONEY, BUT IF THERE'S STILL A PENALTY THERE WITH ZERO

10:32:51 PAYMENTS, THE CASE IS CLOSED.
 10:32:52 WE'RE NOT GOING TO EVER GET THAT MONEY, AM I CORRECT IN THAT
 10:32:55 REGARD?

10:32:56 >>Stanley Knight: THE CASE IS CLOSED, YES, AS PER OBTAINING
 10:32:58 THE FEES OR FINES THAT ARE DUE, UNLESS WE HAVE A SYSTEM
 10:33:03 WHERE THEY CAN BE BILLED, WHICH I DON'T DO ANYTHING WITH
 10:33:06 THAT.
 10:33:06 BUT OUTSIDE OF THEM BEING CONSTANTLY NOTIFIED BY US, THEY
 10:33:10 ARE AWARE OF THESE LIENS.
 10:33:12 >>Mayor McLain: ONE CONCERN I HAVE IS -- YOU KNOW, I CALL
 10:33:16 YOU SOMETIMES ON SIGNS.
 10:33:17 WE HAVE A SIGN ORDINANCE IN THE VILLAGE WHERE YOU SEE OPEN
 10:33:20 HOUSES, YOU SEE CAR WASHES, ROOF REPAIRS AND ALL THOSE, AND
 10:33:25 I ENCOURAGE ALL THE COUNCILMEN, IF YOU SEE THOSE, LET US
 10:33:29 KNOW.
 10:33:29 I KNOW STANLEY MAKES THE PHONE CALL TO THE PEOPLE THAT HAVE
 10:33:32 THE SIGNS OUT THERE.
 10:33:34 BUT IN THOSE CASES OR IN ANY CASE WITH A VIOLATION, I
 10:33:40 UNDERSTAND THE 250 A DAY, PRETTY SUBSTANTIAL.
 10:33:45 IF THERE IS A SIGN VIOLATION LIKE THAT, CAN WE GET AN
 10:33:48 ARBITRARY NUMBER JUST FOR THE FINE ITSELF?
 10:33:52 THEY DIDN'T KNOW THE CODE MAYBE AND OKAY, GET THE SIGNS, IF
 10:33:56 THEY GET THEM WITHIN 8 HOURS.
 10:33:58 BUT IF THEY DON'T, WOULD WE THEN START IMPOSING SOME FINES
 10:34:03 ON THEM?
 10:34:03 IT'S HARD TO DO WHEN YOU HAVE A SIGN OUT THERE, RIGHT?
 10:34:07 >>Mary Gibbs: I THINK YOU'RE TALKING ABOUT -- LITTLE
 10:34:09 STICK-IN-THE-MUD SIGNS, THE SIGNS THAT POP UP EVERYWHERE.

10:34:12 SNIPE SIGNS.
 10:34:13 THAT IS THE TECHNICAL TERM.
 10:34:16 THEY ARE VERY DIFFICULT.
 10:34:18 YOU CALL THE NUMBER, SOMETIMES THEY DON'T ANSWER.
 10:34:21 THERE IS NO NUMBER.
 10:34:22 THERE IS NO PERSON.
 10:34:24 STANLEY HAS FOUND THEM BEFORE AND TOLD THEM TO GET RID OF
 10:34:26 THE SIGNS.
 10:34:27 TYPICALLY YOUR BEST BET WITH THAT IS JUST REMOVE THE SIGNS.
 10:34:30 YOU CAN REMOVE THE SNIPE SIGNS AND THROW THEM AWAY, IF THEY
 10:34:34 DON'T EVER COME PICK THEM UP.
 10:34:37 I THINK IT WOULD BE DIFFICULT TO FIND SOMEBODY TO AND THEN
 10:34:41 FOR PROHIBITED SIGN TO FIND THEM BECAUSE THEY MOVE AROUND A
 10:34:48 LOT AND GO FROM CITY TO COUNTY TO THE OTHER CITY, AND THEY
 10:34:50 ARE VERY HARD TO PIN DOWN.
 10:34:53 >>Mayor McLain: BUT FROM A SAFETY STANDPOINT, WE'RE PROBABLY
 10:34:55 BETTER OFF LETTING STANLEY PICK THEM UP AS OPPOSED TO US.
 10:34:59 EVEN THOUGH YOU SEE THEM ALL OVER THE CORNERS, AND THEY

10:35:02 HAPPEN IN BIG BURSTS IT SEEMS LIKE.
 10:35:04 >>Rafael Lopez: MAYOR, IF I MAY, I CAN PERSONALLY SPEAK ON
 10:35:08 STANLEY'S BEHALF THAT I HAVE SEEN HIM ON WEEKENDS PICKING UP
 10:35:12 SIGNS FROM THE CORNERS --
 10:35:17 >> PICKED UP A COUPLE OF YOURS.
 10:35:18 [LAUGHTER]
 10:35:25 >>Rafael Lopez: WHAT CAN I TELL YOU?

 10:35:26 ANYWAY, I CAN TELL YOU PERSONALLY HE GOES OUT THERE
 10:35:30 PERSONALLY.
 10:35:31 >>Mayor McLain: STANLEY IS DOING A GOOD JOB.
 10:35:33 THE ONLY THING, MAYBE THE ATTORNEY, I WORRY A LITTLE BIT
 10:35:37 ABOUT.
 10:35:40 OUR INTENT HERE IS TO KEEP ESTERO PRISTINE.
 10:35:44 CLEAN YOUR POOL.
 10:35:45 PAINT THE HOUSE PROPERLY.
 10:35:47 THERE ARE A LOT OF VARIATIONS IN THERE.
 10:35:50 I WORRY A LITTLE BIT ABOUT PRECEDENT SETTING, ABOUT SOME GET
 10:35:55 IT AND PAY THE FINE.
 10:35:59 THOSE ARE EXTENUATING CIRCUMSTANCES THAT SOMEBODY IS MAKING
 10:36:02 A CONSCIOUS DECISION ON.
 10:36:04 HOPEFULLY WE HAVE VALID REASONS FOR THE EXCUSE OF A FINE AND
 10:36:07 THEN WHEN WE GET A FINE THAT IS OF A SERIOUS NATURE, THAT
 10:36:11 THEY JUST DON'T PAY ANY ATTENTION TO US, THAT WE'VE GOT THE
 10:36:18 LEGAL RIGHTS TO GO AND GET THE THING AND NOT HAVE THEM COME
 10:36:22 BACK AND SAY, OH, YOU GAVE THIS GUY A PASS AND YOU'RE JUST
 10:36:28 DISCRIMINATING AGAINST ME FOR WHATEVER REASON.
 10:36:32 >>Robert Eschenfelder: IN TERMS OF HOW THE DECISION TO WAIVE
 10:36:40 OR COMPROMISE A RECORDED LIEN, YOU ALL WOULD MAKE THAT, AND
 10:36:46 YOU RARELY DO.
 10:36:48 AND I THINK THAT EVERY STORY AND EVERY CIRCUMSTANCE IS SO
 10:36:52 FACTUALLY UNIQUE UNTO ITSELF THAT THERE IS NOT GOING TO BE A
 10:36:56 COURT IN THE LAND THAT SAYS SOMEHOW YOU'RE DISCRIMINATING

 10:36:59 BECAUSE IT'S ALL DIFFERENT.
 10:37:00 AND THEN COUNCIL CHANGES OVER TIME.
 10:37:02 SOME OF YOU RETIRE.
 10:37:04 NEW MEMBERS COME ON, THEY HAVE DIFFERENT VIEWS.
 10:37:06 IT'S PART OF WHY YOU HAVE STAFF WITH HISTORICAL KNOWLEDGE
 10:37:12 AND LEGAL COUNSEL WITH HISTORICAL KNOWLEDGE THAT IF THERE IS
 10:37:14 SOME GENERAL TREND, WE'LL LET YOU KNOW.
 10:37:18 JUST AS A GUIDELINE, HERE'S WHAT'S HAPPENED IN THE PAST.
 10:37:21 IT'S ULTIMATELY YOUR DECISION.
 10:37:24 SO I DON'T THINK THAT IS REALLY THE ISSUE.
 10:37:27 I'VE ONLY JUST BEGUN -- I'M STILL WRAPPING MY ARMS AROUND
 10:37:32 EVERYTHING HERE IN THE VILLAGE, AND I'VE ONLY JUST BEGUN
 10:37:36 WORKING REALLY WITH CODE ENFORCEMENT STAFF.
 10:37:39 I FIRST WANT TO COMPLIMENT.

10:37:41 YOU HAVE A VERY GOOD CODE ENFORCEMENT MANAGER.
 10:37:45 HE'S GOT THE RIGHT PERSONALITY FOR IT.
 10:37:47 HE'S VERY GOOD WITH PEOPLE.
 10:37:49 HE REALLY TRIES TO GIVE THEM A CHANCE BEFORE HE TAKES OUT
 10:37:52 THE ENFORCEMENT CLUB, IF YOU WILL.
 10:37:55 BUT THEN WHEN HE DOES, HE'S VERY THOROUGH AND HE PRODUCES A
 10:38:00 GOOD RECORD.
 10:38:01 I'VE DONE ONE MAGISTRATE HEARING SO FAR.
 10:38:04 SO THAT'S GOING WELL.
 10:38:05 BUT I DON'T THINK IN TERMS OF DISCRIMINATION THAT THAT'S AN
 10:38:10 ISSUE.

 10:38:11 I DID WANT TO RAISE, THOUGH, MS. GIBBS TALKED EARLIER THAT A
 10:38:18 PRIOR COUNCIL SAID THAT -- INSISTED THAT YOU WANT \$250 AND
 10:38:24 500 IMPOSED IN EACH CASE.
 10:38:27 I'VE ALREADY INDICATED THIS TO THE MAGISTRATE, BUT I WANT TO
 10:38:33 BRING IT UP HERE SO THAT STAFF CAN HAVE THE COMFORT TO NOT
 10:38:37 DO THAT ANYMORE.
 10:38:39 BUT THAT'S NOT ALLOWED.
 10:38:41 AND I WASN'T HERE OBVIOUSLY WHEN THAT PRIOR COUNCIL MADE
 10:38:45 THAT DECISION.
 10:38:45 BUT THE FLORIDA STATUTES ARE VERY CLEAR THAT IN DETERMINING
 10:38:49 THE AMOUNT OF A FINE, THAT THE ENFORCEMENT BOARD, OR IN THIS
 10:38:53 CASE, THE MAGISTRATE, MUST CONSIDER THE FOLLOWING FACTORS:
 10:38:56 THE GRAVITY OF THE VIOLATION, ANY ACTIONS TAKEN BY THE
 10:39:01 VIOLATOR TO CORRECT THE VIOLATION, AND ANY PREVIOUS
 10:39:04 VIOLATIONS COMMITTED BY THE VIOLATOR.
 10:39:07 SO IT IS NOT REALLY APPROPRIATE TO GO IN AND SAY WE INSIST
 10:39:14 ON \$250 EACH AND EVERY SINGLE TIME.
 10:39:17 INSTEAD, WHAT STAFF NEEDS TO DO IS IN EACH CASE IT BRINGS
 10:39:21 FORWARD TO THE MAGISTRATE, IT NEEDS TO LOOK AT THESE THREE
 10:39:24 FACTORS AND IT NEEDS TO EDUCATE THE MAGISTRATE.
 10:39:27 HERE IS THE SITUATION.
 10:39:28 AND THEN THE MAGISTRATE WILL COME UP WITH HIS OR HER DAILY
 10:39:33 FINE ANYWHERE FROM 0 TO 250 OR 500 FOR REPEAT VIOLATOR, BUT
 10:39:39 THAT CAN'T BE -- AND I DON'T THINK THE PRIOR COUNCIL EVEN
 10:39:41 TOOK A VOTE ON THAT AS MUCH AS THEY DID JUST FROM WHAT

 10:39:47 MS. GIBBS INDICATES, IT WAS LIKE A MEETING, AND YOU WERE
 10:39:50 TALKING ABOUT CODE ENFORCEMENT AND SOME COUNCIL MEMBERS SAID
 10:39:54 STICK THEM AS HARD AS WE CAN EVERY TIME, WE JUST CAN'T DO
 10:39:58 THAT.
 10:39:58 I'M HERE.
 10:40:00 I DON'T KNOW WHAT ADVICE WAS GIVEN IN THE PAST.
 10:40:02 BUT IT'S VERY CLEAR IN THE LAW.
 10:40:04 I'VE INSTRUCTED STAFF THAT, ADVISED STAFF THAT'S HOW THEY
 10:40:09 SHOULD PROCEED.
 10:40:10 BUT I WANTED TO BRING IT UP HERE, TOO.

10:40:12 STAFF RIGHTLY SO IS, WELL, COUNCIL TOLD US -- YOU KNOW,
 10:40:16 UNLESS THERE'S ANY OBJECTION FROM YOU ALL, I THINK THAT MY
 10:40:20 ADVICE IS THAT WE FOLLOW THE STATUTE AND WE DO A
 10:40:22 CASE-BY-CASE BASIS.
 10:40:24 >>Mayor McLain: LET ME JUST GET SOME CLARITY ON THAT.
 10:40:27 YOU CAN BE FROM 0 TO 250.
 10:40:31 THE EASIEST THING MAY BE PREVIOUS COUNCIL SAID, WELL, LET'S
 10:40:35 GO TO 250.
 10:40:36 YOU'RE SAYING THAT'S NOT --
 10:40:39 >>Robert Eschenfelder: WELL, THE STATUTE AUTHORIZES UP TO
 10:40:41 250, 500 FOR REPEAT VIOLATOR.
 10:40:44 BUT THE STATUTE ALSO SAYS WHEN YOU HAVE AN INDIVIDUAL CASE
 10:40:47 IN FRONT OF YOU, THE MAGISTRATE OR THE CODE ENFORCEMENT
 10:40:50 BOARD, WHOEVER, WHATEVER IS USED BY THAT GOVERNMENT, HAS TO
 10:40:54 CONSIDER THOSE THREE FACTORS.

 10:40:57 REALLY, IN THE BEST PRACTICE, IN THE ORDER IMPOSING THE
 10:41:00 FINE, THOSE THREE FACTORS NEED TO BE DISCUSSED.
 10:41:04 SOME OF OUR OTHER CLIENTS, WHEN I HELPED TO GHOST WRITE
 10:41:11 ORDERS, I'VE GIVEN THEM A TEMPLATE TO WALK THROUGH.
 10:41:16 HERE, IN THIS SECTION, TELL US ABOUT THE FACTORS.
 10:41:18 I'M NOT GOING TO TELL YOU WHAT TO CONCLUDE.
 10:41:21 YOU ARE THE MAGISTRATE, BUT YOU HAVE TO SPELL THOSE OUT.
 10:41:23 IF IT GOES TO COURT, I WOULD LIKE TO BE ABLE TO SHOW THE
 10:41:26 JUDGE OUR MAGISTRATE CONSIDERED THESE THREE FACTORS AND
 10:41:29 DIDN'T JUST IMMEDIATELY JUMP TO 250.
 10:41:32 >>Mayor McLain: I THINK THAT WOULD BE GOOD MAYBE FOR STANLEY
 10:41:34 ALSO IS TO HAVE THAT TEMPLATE SO WHEN YOU GO OUT, THERE IS A
 10:41:38 VIOLATION, YOU LOOK AT THE TEMPLATE AND SAY, OKAY, HOW
 10:41:41 SERIOUS IS THAT?
 10:41:42 AND THEN WHAT IS THE POTENTIAL FINE ON THAT THING?
 10:41:44 SOME GUIDELINE LIKE THAT I THINK WOULD HELP.
 10:41:47 I KNOW IN PREVIOUS COUNCIL I THINK WE WERE CONCERNED WITH
 10:41:52 THE 3 MILLION, WHATEVER IT WAS AT THE TIME, WE'VE GOT TO
 10:41:56 COLLECT IT.
 10:41:57 BUT WE WANT TO DO THAT LEGALLY.
 10:41:59 WE WANT TO DO IT FAIRLY.
 10:42:01 >>Robert Eschenfelder: COLLECTING, REALLY TWO DIFFERENT
 10:42:04 ISSUES.
 10:42:06 IMPOSING IS WHAT I REVIEWED.
 10:42:07 COLLECTING, AS STANLEY INDICATED, UNLESS YOU RECORD A LIEN,

 10:42:11 IT'S RARE THAT YOU'RE GOING TO COLLECT IT BECAUSE THERE'S
 10:42:13 REALLY NOTHING HOLDING OVER THEIR HEAD.
 10:42:16 SO WHEN YOU RECORD A LIEN, IN ADDITION TO SITTING AROUND AND
 10:42:19 WAITING FOR THEM TO SELL AND THEN THEY COME IN AND WANT TO
 10:42:22 COMPROMISE, THE STATUTES DO ALLOW US TO FORECLOSE THOSE
 10:42:26 LIENS.

10:42:26 AND SOME OF OUR OTHER CLIENTS, ONE IN PARTICULAR, IS VERY
 10:42:29 AGGRESSIVE OF THAT AND REGULARLY SAYING, OKAY, GO FILE
 10:42:34 FORECLOSURE, FILE A FORECLOSURE, AND IT'S LIKE FORECLOSING A
 10:42:38 MORTGAGE THAT'S NOT BEING PAID.
 10:42:41 YOU CAN'T DO IT AGAINST HOMESTEADED PROPERTY BECAUSE THE
 10:42:44 CONSTITUTION PROTECTS HOMESTEADED PROPERTY.
 10:42:47 IF IT'S NON-HOMESTEADED PROPERTY, INCLUDING RENTAL-TYPE
 10:42:51 PROPERTY, YOU CAN FORECLOSE.
 10:42:52 REALLY, WHAT WE WOULD LOOK AT BECAUSE WE DON'T WANT TO WASTE
 10:42:59 MONEY IS, IS THERE A PRIMARY MORTGAGE SITTING IN FRONT OF
 10:43:05 OUR LIEN?
 10:43:07 BECAUSE THAT PRIMARY MORTGAGE WOULD TAKE PRECEDENCE, SO
 10:43:11 FORECLOSING WOULDN'T NECESSARILY GET US THE RESULT WE WANT.
 10:43:14 BUT IN A LOT OF CASES, MORE THAN YOU WOULD EXPECT, EITHER
 10:43:18 THERE IS NO PRIMARY LIEN OR THE OTHER THING TO UNDERSTAND,
 10:43:22 WHICH IS SOME PEOPLE DON'T, IS IT'S NOT JUST THE REAL ESTATE
 10:43:28 THAT CAN BE FORECLOSED.
 10:43:30 ONCE YOU FORECLOSE THAT LIEN, IT BECOMES A MONEY JUDGMENT
 10:43:33 THAT CAN THEN BE FORECLOSED AGAINST THE VIOLATOR, NOT JUST

 10:43:36 THE REAL PROPERTY, BUT ANY OTHER PROPERTY THEY OWN.
 10:43:39 SO OUR LAW FIRM, LIKE EVERY LAW FIRM HAS SOFTWARE PROGRAM
 10:43:44 THAT WILL SEARCH FOR ASSETS.
 10:43:46 SO WE CAN FIND SECOND CARS AND ALL THAT.
 10:43:49 AGAIN, WE'RE NOT TRYING TO BE EVIL, BUT IF WE HAVE TO GO
 10:43:55 DOWN THE ROAD, THAT'S THE FACTORS WE LOOK AT.
 10:43:58 >>Mayor McLain: WE'LL LET MARY MANAGE THAT.
 10:44:00 IF SOMETHING COMES UP, YOU CAN KEEP US INFORMED.
 10:44:03 I THINK WE'VE GOT THE GUIDELINE, IF IT'S OVER A HUNDRED, WE
 10:44:06 CAN LOOK AT THAT.
 10:44:08 >>Lori Fayhee: YOU'RE TALKING ABOUT A TEMPLATE.
 10:44:12 IS THAT SOMETHING -- WHO DECIDES THAT AND SETS THE FEES?
 10:44:15 ARE WE RESPONSIBLE FOR THAT?
 10:44:19 >>Robert Eschenfelder: NO.
 10:44:20 THE STATUTE SAYS WHAT THE FEES CAN BE, WHICH IS ANYTHING
 10:44:23 FROM 0 TO 250, UNLESS YOU'RE A REPEAT VIOLATOR.
 10:44:26 THE STATUTE SAYS THAT CASES GO TO THE CODE ENFORCEMENT BOARD
 10:44:29 OR ALSO GIVES THE OPTION OF USING A MAGISTRATE, WHICH
 10:44:33 EVERYBODY IS KIND OF DOING NOW.
 10:44:36 SO IT'S UP TO THE MAGISTRATE.
 10:44:38 THE MAGISTRATE HEARS THE CASE.
 10:44:39 THE VIOLATOR COMES FORWARD.
 10:44:41 THE VIOLATOR SAYS WHATEVER THEIR SONG AND DANCE IS, WHY THEY
 10:44:44 CAN'T GET IT DONE, WHY THEY COULDN'T GET IT DONE.
 10:44:47 AND THEN OUR CODE OFFICER WILL TESTIFY ABOUT HIS EFFORTS,

 10:44:51 WHAT HE'S DONE, AND SPEAK TO THOSE THREE FACTORS, AND THEN
 10:44:56 IT BECOMES UP TO THE MAGISTRATE TO DECIDE.

10:44:59 AND THE MAGISTRATE WILL ISSUE A WRITTEN ORDER AFTER THE
 10:45:02 HEARING.
 10:45:04 >>Lori Fayhee: AS FAR AS SETTING THOSE FEES, THOUGH, IS THAT
 10:45:07 SOMETHING THAT STANLEY AND MARY WOULD DO TO DECIDE IF IT'S
 10:45:11 MINOR, IT'S \$25 --
 10:45:14 >>Robert Eschenfelder: THEY COULD RECOMMEND THAT.
 10:45:16 THEY SAY STAFF RECOMMENDS A FEE OF \$100 A DAY OR \$25 A DAY,
 10:45:20 BUT IT'S ULTIMATELY THE MAGISTRATE WHO DECIDES WHAT THAT IS.
 10:45:25 >>Mary Gibbs: TYPICALLY, WHAT WE HAVE BEEN DOING IN THE PAST
 10:45:28 IS SAYING 250 BECAUSE THAT'S WHAT THE COUNCIL SAID, GO FOR
 10:45:30 THE MAXIMUM.
 10:45:31 WE GO BACK NOW, IF WE HAVE A CASE, AND WE'D SAY, ALL RIGHT,
 10:45:35 WE THINK IT SHOULD BE THIS MUCH, WE ALWAYS WILL RECOUP OUR
 10:45:39 ADMINISTRATIVE COST NO MATTER WHAT, THE COST FOR STANLEY TO
 10:45:41 GO OUT, KEEP SENDING THE LETTERS AND GO TO THE HEARINGS.
 10:45:46 WE WOULD PASS ALONG, IF THIS IS WHAT THE COUNCIL IS LEANING
 10:45:49 TOWARDS, WE'LL PASS ALONG TO THE MAGISTRATES BEFORE THE NEXT
 10:45:52 HEARING THAT WE'RE TRENDING AWAY FROM THE MAXIMUM FOR EVERY
 10:45:56 CASE, THAT WILL GIVE THEM SOME FLEXIBILITY, TOO, WHICH I
 10:45:58 THINK WILL BE GOOD AND WILL HELP REDUCE THAT DOLLAR AMOUNT
 10:46:02 THAT LOOKS HUGE THAT YOU'RE NOT GOING TO COLLECT ANYWAY.
 10:46:06 >>Lori Fayhee: THANK YOU.
 10:46:06 >>Mayor McLain: YOU SAY YOU ALWAYS COLLECT OUR

 10:46:09 ADMINISTRATIVE COSTS.
 10:46:10 >>Mary Gibbs: YES.
 10:46:10 BECAUSE WE HAVE TO RECOUP.
 10:46:12 IT'S NOT THAT MUCH.
 10:46:13 IT'S MAYBE 280 OR 300 DOLLARS.
 10:46:19 >>Robert Eschenfelder: THAT'S ADDITIONAL EDUCATION I HAVE TO
 10:46:21 DO FOR STAFF.
 10:46:22 YOU NEED TO START INCLUDING YOUR LEGAL FEES IN THAT.
 10:46:25 >>Mary Gibbs: UH-OH.
 10:46:26 I THINK IT JUST TRIPLED.
 10:46:29 >>Robert Eschenfelder: WELL, IT'S UP TO YOU ALL.
 10:46:31 YOU'RE NOT COLLECTING SOMETHING THAT YOU PROBABLY COULD.
 10:46:35 BUT JUST UNDERSTAND THAT WHEN YOU'RE TALKING ABOUT SETTING
 10:46:37 THAT DAILY FINE, WE DON'T WANT TO BE TOO HARSH COMPONENT BUT
 10:46:42 THEN WE ALSO WANT COMPLIANCE.
 10:46:45 WHEN THE MAGISTRATE SETS A HIGHER FINE, THAT ALSO PUTS A
 10:46:50 LITTLE FIRE UNDER PEOPLE TO SAY, LOOK, I'M GETTING THAT \$200
 10:46:55 A DAY FINE HERE, I REALLY NEED TO GET A CONTRACTOR TO COME
 10:46:58 OUT AND GET THIS ROOF FIXED OR WHATEVER IT IS.
 10:47:02 >>Mayor McLain: DO WE NEED TO BRING THIS BACK TO COUNCIL FOR
 10:47:04 A VOTE OR CAN WE DO A CONSENSUS THAT WE THINK WE CAN MAYBE
 10:47:07 MAKE A TEMPLATE AND FOLLOW THAT TEMPLATE?
 10:47:12 >>Mary Gibbs: WE DIDN'T HAVE A VOTE THE LAST TIME.
 10:47:16 >>Mayor McLain: I GUESS I BRING IT TO THE COUNCIL AND SAY

10:47:18 DOES ANYBODY HAVE COMMENTS OR CONCERNS WITH MAKING THE

10:47:22 CHANGE THAT WE'VE TALKED ABOUT HERE?

10:47:28 >>George Zalucki: MARY, THANK YOU SO MUCH.

10:47:31 NOW IT'S UNDERSTANDABLE FOR ME TO TAKE A LOOK AT WHY A SMALL

10:47:34 MOBILE HOME HAS OVER HALF A MILLION DOLLARS ACCRUED.

10:47:37 IT'S BECAUSE WE WERE HITTING THEM WITH MAXIMUM FINES.

10:47:39 I AGREE WITH ROB.

10:47:40 I THINK THE GOAL HERE IS TO KEEP ESTERO BEAUTIFUL, AND THAT

10:47:43 MEANS COMPLIANCE.

10:47:44 BUT THERE HAS TO BE A BALANCE.

10:47:45 AND I THINK EVERYBODY HAS A DIFFERENT STORY TO TELL.

10:47:49 I THINK WE HAVE TO BE MINDFUL WITH THAT.

10:47:52 SO THAT BRINGS ME TO MY NEXT QUESTION.

10:47:54 IS THERE ANY DIALOGUE WITH THE VIOLATORS BEFORE IMPOSING

10:47:58 FINES?

10:47:58 IS THERE A CONVERSATION?

10:48:01 >>Mary Gibbs: YES.

10:48:02 STANLEY HAS DOCUMENTED NUMEROUS CONVERSATIONS BECAUSE OF ALL

10:48:04 THE LETTERS THAT HE HAS TO SEND OUT AND ALL THOSE NOTICES

10:48:08 AND THE TIME FRAMES, HE'LL HAVE CONVERSATIONS.

10:48:11 THEY'LL CALL HIM OR HE'LL BE TALKING TO THEM.

10:48:14 PROBABLY 99% OF THE CASES THAT COME FORWARD, UNLESS HE JUST

10:48:18 CAN'T FIND THE PERSON OR THEY ARE TRYING TO AVOID HIM.

10:48:22 THERE WILL BE MANY CONVERSATIONS.

10:48:23 SO HE KNOWS EVERYBODY'S STORY BY HEART, BY ADDRESS.

10:48:27 HE'S LIKE A WALKING ENCYCLOPEDIA OF CODE ENFORCEMENT.

10:48:30 HE CAN TELL YOU ANYTHING JUST BY ADDRESS.

10:48:34 HE SPENDS A LOT OF TIME WITH THEM.

10:48:35 >>George Zalucki: OKAY.

10:48:38 THAT MAKES SENSE, BECAUSE I SEE THAT MANY OF THESE, AGAIN,

10:48:40 ARE MOBILE HOMES AND THEY ARE OFF OF THE WEST BROADWAY

10:48:43 CORRIDOR, WHICH MAY HAVE ALSO BEEN AFFECTED BY THE STORM.

10:48:47 SO I THINK WE NEED TO BE MINDFUL OF THAT AS WELL.

10:48:49 >>Mary Gibbs: THERE IS.

10:48:50 AND THAT'S TRICKY.

10:48:51 IF I CAN ADD ONE THING BECAUSE SOMEBODY MENTIONED I THINK

10:48:53 WHAT SOUNDED LIKE SELECTIVE ENFORCEMENT.

10:48:56 WE DON'T DO SELECTIVE ENFORCEMENT.

10:48:58 BUT IT'S INTERESTING BECAUSE WHEN STANLEY OCCASIONALLY GETS

10:49:01 A COMPLAINT OR I GET THE COMPLAINT THAT HE'S PICKING ON THIS

10:49:04 PERSON, AND I SAID, NO, HE PICKS ON EVERYBODY THE SAME.

10:49:08 AND THE SAME THING WHEN I WAS AT THE COUNTY, GET THE SAME

10:49:13 COMPLAINTS BECAUSE THE CODE ENFORCEMENT PEOPLE HAVE TO

10:49:15 FOLLOW THE RULES.

10:49:16 YOU CAN'T JUST START, OH, I FEEL SORRY FOR THIS PERSON OR

10:49:20 NOT THIS PERSON.

10:49:21 YOU CAN'T DO THAT.
10:49:22 IT'S ALL THE SAME.
10:49:25 >>Mayor McLain: THANK YOU, MARY.
10:49:26 THANK YOU, STANLEY, ALSO.
10:49:28 KEEPING ESTERO BEAUTIFUL.

10:49:30 I THINK WE'VE COVERED ALL THE AGENDA FOR TODAY.
10:49:33 I AM ENTERTAINING A MOTION --
10:49:36 >>Carol Sacco: WE HAVE NO ONE SIGNED UP FOR PUBLIC COMMENT.
10:49:39 >>Mayor McLain: OH, GOOD.
10:49:40 AND WE HAVE A MOTION TO ADJOURN BY COUNCILMAN FIESEL.
10:49:45 DO WE NEED A SECOND?
10:49:46 SECOND BY COUNCILMAN LOPEZ.
10:49:51 [SOUNDING GAVEL]
10:49:51 WE'RE ADJOURNED.
10:49:52

DISCLAIMER:

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

Final Action Agenda/Minutes are supplemented by audio and video recordings of the meetings, as well as transcripts. Video recordings of Village Council meetings from June 8, 2016, forward, as well as agendas, staff reports, resolutions, ordinances, and other documents related to the meetings can be viewed online at <https://estero-fl.gov/agendas/> at the corresponding meeting date.

DRAFT MINUTES

VILLAGE COUNCIL MEETING

**Village of Estero Council Chambers
9401 Corkscrew Palms Circle
Estero, FL 33928**

April 19, 2023 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Father Hugh McGuigan – Our Lady of Light Catholic Church

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Mayor Jon McLain - District 3, Vice Mayor Joanne Ribble - District 1, Councilmember Larry Fiesel - District 2, Councilmember Lori Fayhee – District 4, Councilmember Rafael Lopez - District 5, and Councilmember George Zalucki - District 7. Excused Absence: Councilmember Jim Ward - District 6

Also present

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

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETION

Motion: Motion to approve agenda with combining 4a into 8a, 8b, and 8c.

Motion by: Vice Mayor Ribble

Seconded by: Councilmember Fayhee

Action: Approved agenda with combining 4a into 8a, 8b, and 8c.

Vote: (Roll Call)

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

Nay:

Abstentions:

3. PROCLAMATION

- (a) Arbor Day
- (b) Marlene Naratil (former Planning, Zoning, and Design Board)

Council Questions or Comments

Mayor McLain.

Public Comment

Marlene Naratil

4. KEY TO CITY

Agenda item 4a was approved to be combined with 8abc.

5. PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

6. CONSENT AGENDA

- (a) April 5, 2023, Council Meeting Minutes

Motion: Motion to approve the Consent Agenda.

Motion by: Councilmember Lopez
Seconded by: Councilmember Zalucki

Action: Approved the Consent Agenda.

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

7. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None.

8. ACTION ITEM

- (a) Resolution No. 2023-03 Katy Errington/Key to the Village of Estero

A Resolution of the Village Council of the Village of Estero, Florida, Honoring Katy Errington, and Providing an Effective Date.

Mayor McLain presented the key to the Village of Estero to Katy Errington.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Council Questions or Comments

Councilmembers Fiesel, Fayhee, Lopez, Zalucki, Vice Mayor Ribble, and Mayor McLain.

Public Comments

Nola Boomer, Boomer Estates

Paul Hayden, Senior Legislative Aide to Senator Kathleen Passidomo

A consensus to accept this Resolution 2023-03 as formal record.

(b) Resolution No. 2023-04 Jim Boesch/Key to the Village of Estero

A Resolution of the Village Council of the Village of Estero, Florida, Honoring Jim Boesch and Providing an Effective Date

Mayor McLain presented the key to the Village of Estero to Jim Boesch.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Council Questions or Comments

Councilmembers Fiesel, Fayhee, Lopez, Zalucki, Vice Mayor Ribble, and Mayor McLain.

Public Comments

Diane Boesch

A consensus to accept this Resolution 2023-04 as formal record..

(c) Resolution No. 2023-05 Jim Wilson/Key to the Village of Estero

A Resolution of the Village Council of the Village of Estero, Florida, Honoring Jim Wilson and Providing an Effective Date.

Mayor McLain presented the key to the Village of Estero to Jim Wilson.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Council Questions or Comments

Councilmembers Fiesel, Fayhee, Lopez, Zalucki, Vice Mayor Ribble, and Mayor McLain.

Public Comments

None.

A consensus to accept this Resolution 2023-05 as formal record.

RECESS: Light Reception at 10:36 am

RECONVENE MEETING at 10:51 am

(d) Resolution No. 2023-09 Planning, Zoning, Design Board Re-Appointments

A Resolution of the Village Council of the Village of Estero, Florida, Reappointing Members to the Village of Estero Planning Zoning and Design Board; Establishing Terms of the Members; and Providing an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Mary Gibbs, Community Development Director

Council Questions or Comments

None.

Public Comments

None.

Motion: Motion to adopt Resolution No. 2023-09.

Motion by: Councilmember Zalucki

Seconded by: Councilmember Fayee

Action: Adopted Resolution No. 2023-09.

Vote: (Roll Call)

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

Nay:

Abstentions:

(e) Estero Parkway Phase 1 Reuse Main Design Contract EC 2023-38 STA 04

Staff Presentation/Comments

Steve Sarkozy, Village Manager

David Willems, Public Works Director

Council Questions or Comments

Councilmember Fiesel.

Public Comments

None.

Motion: Motion to approve the award of Supplemental Task authorization 04 to Contract EC 2023-38 to Johnson Engineering, Inc. for the Phase 1 Estero Parkway Reuse Main Design, Permit and Grant Funding Assistance at a cost of \$89,858.00, approve a \$9,000 contingency (10%) for additional services that may be required to complete the project, and authorize the Village Manager to sign the STA and other

additional implementing documents within the scope of the STA on behalf of the Village of Estero Council.

Motion by: Councilmember Fiesel

Seconded by: Councilmember Lopez

Action: Approved the award of Supplemental Task authorization 04 to Contract EC 2023-38 to Johnson Engineering, Inc. for the Phase 1 Estero Parkway Reuse Main Design, Permit and Grant Funding Assistance at a cost of \$89,858.00, approve a \$9,000 contingency (10%) for additional services that may be required to complete the project, and authorize the Village Manager to sign the STA and other additional implementing documents within the scope of the STA on behalf of the Village of Estero Council.

Vote: (Roll Call)

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

Nay:

Abstentions:

(f) Williams Road Widening Preliminary Design and Engineering CN 2023-01

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Robert Eschenfelder, Village Attorney

Council Questions or Comments

Councilmember Fiesel and Mayor McLain.

Public Comments

None.

Motion: Motion to approve the consultants ranking for Williams Road Widening Preliminary Design and Engineering Project as follows: Number 1 – Kisinger Campo & Associates; Number 2 – Q. Grady Minor & Associates; Number 3 – Kimley-Horn and Associates, authorize staff to negotiate a contract with the Number 1 ranked firm, Kisinger Campo & Associates, to provide professional consulting services for the Williams Road Widening Preliminary Design and Engineering Project.

Motion by: Vice Mayor Ribble

Seconded by: Councilmember Fiesel

Action: Approved the consultants ranking for Williams Road Widening Preliminary Design and Engineering Project as follows: Number 1 – Kisinger Campo & Associates; Number 2 –

Q. Grady Minor & Associates; Number 3 – Kimley-Horn and Associates, authorize staff to negotiate a contract with the Number 1 ranked firm, Kisinger Campo & Associates, to provide professional consulting services for the Williams Road Widening Preliminary Design and Engineering Project.

Vote: (Roll Call)

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

Nay:

Abstentions:

(g) Revisions to Contract for Disaster Management Services – RFP 2023-01 Contract

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Council Questions or Comments

None.

Public Comments

None.

Motion: Motion to approve the revised Hagerty Consulting, Inc. contract and authorize the Village Manager to execute the contract document on behalf of the Village of Estero Council. Grant the Village Manager the authority to renegotiate and execute the renewal of this contract for four additional one-year terms under the same terms and conditions, if doing so is in the best interest of the Village of Estero.

Motion by: Councilmember Zalucki

Seconded by: Councilmember Fayhee

Action: Approved the revised Hagerty Consulting, Inc. contract and authorize the Village Manager to execute the contract document on behalf of the Village of Estero Council. Grant the Village Manager the authority to renegotiate and execute the renewal of this contract for four additional one-year terms under the same terms and conditions, if doing so is in the best interest of the Village of Estero.

Vote: (Roll Call)

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

Nay:

Abstentions:

9. PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

10. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

Councilmembers Fiesel, Lopez, Zalucki, Vice Mayor Ribble, and Mayor McLain.

11. VILLAGE ATTORNEY'S REPORT

None.

12. VILLAGE MANAGER'S REPORT

Steve Sarkozy, Village Manager

Council Questions or Comments

Councilmember Fayhee and Mayor McLain.

12. ADJOURNMENT at 11:25 am

ATTEST:

By: _____

Carol Sacco, Village Clerk

VILLAGE OF ESTERO, FLORIDA

By: _____

Jon McLain, Mayor

(td/CS)

For an official copy of the signed minutes, please submit a [Public Record Request](#).

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 3, 2023

Agenda Item:

Financial Report for the month ended March 31, 2023.

Description:

This financial report provides budget to actual comparisons for the month ending March 31, 2023, which is the sixth month of the 2022-2023 fiscal year. Activity year to date is trending as projected during the second quarter of the fiscal year.

- *Ad valorem (real estate) taxes:* March was the fifth month of ad valorem taxes being remitted to the Village from the Lee County Tax Collector. In March, the Village received 1.5%, or \$85,723, of the annual budgeted ad valorem taxes, bringing the year-to-date totals to approximately \$5.5 million, or 97% of the budgeted amount.
- *General Fund:* State Revenue Sharing Sales Tax (50%), and State Revenue Sharing Fuel Tax (50%) remain strong to start the year, Half-Cent Sales Tax (50%) accounted for \$372,909 of its \$1,776,100 year-to-date totals in January.
- *Hurricane Ian Expenditures:* In March, the Village paid \$18,655 for Hurricane Ian debris removal expenditures. Hurricane Ian disaster recovery expenditures through March 31, 2023, total \$6,997,257. Expenditures after this date are anticipated to be minimal. The Village is seeking Federal Emergency Management Agency (FEMA) Public Assistance to reimburse for disaster costs. A first payment of \$2,361,230.78 was received in April of 2023.
- *Reserved Funds:* The General Fund has \$1,721,747 in operating reserve funds (Unassigned General Fund Balance); \$670,000 in litigation defense reserve funds and \$148,000 in major road maintenance reserve funds. The Unassigned General Fund Balance is calculated based on the new Fund Balance Policy of retaining 3 months of operating expenses. The remaining funds are allocated to Capital Projects and total \$28,030,988.
- *Available funds:* total funds categorized as available are \$43,082,376 which includes the General Fund Capital Projects reserve.

Action Requested:

Accept financial reports.

Financial Impact:

There is no financial impact of this report.

Prepared by: Kevin Greenville, CPA Finance Director

Attachments:

1. March 31, 2023 Financial report



Village of Estero
Budget Report-All Funds
For the Month Ending March 2023

	Current Month	2022-2023 Year to Date	2022-2023	2022-2023 Budget	2022-2023
	<u>Actual</u>	<u>Date</u> <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Year to Date</u> <u>Percentage</u>
Ad Valorem Taxes	85,723	5,499,239	5,686,200	(186,961)	97%
Local Communications Svcs Tax	87,095	431,472	958,500	(527,028)	45%
Local Business Tax	1,070	6,543	8,400	(1,857)	78%
Franchise Fees-Electric	208,615	1,047,952	2,076,100	(1,028,148)	50%
Franchise Fees-Solid Waste	-	42,071	177,200	(135,129)	24%
Franchise Fees-Natural Gas	14,599	68,239	60,000	8,239	114%
Rev Sharing Sales tax	62,235	373,409	752,700	(379,291)	50%
Mobile Home License	302	2,481	3,200	(719)	78%
Alcohol Beverage Tax	-	122	30,800	(30,678)	0%
Half Cent Sales Tax	372,909	1,776,100	3,521,100	(1,745,000)	50%
Fines & Forfeitures	20	101	200	(100)	50%
Interest Income	42,810	226,488	5,600	220,888	4044%
Rental income	6,000	21,000	36,000	(15,000)	58%
Miscellaneous Revenue	65,454	66,471	15,000	51,471	443%
Administrative Fee	12,244	69,173	16,500	52,673	419%
Cost Recovery-Admin Charge	2,000	6,765	23,000	(16,235)	29%
Dev & Zoning-Fixed Fees	5,413	27,936	90,200	(62,264)	31%
Dev & Zoning-Cost Recovery Fee	6,650	63,543	89,900	(26,357)	71%
Planning-Miscellaneous Revenue	4,574	19,133	50,000	(30,867)	38%
Code Comp & Contractor License	-	-	30,000	(30,000)	0%
Local Option Gas Tax-1-6 Cent	57,518	254,785	582,600	(327,815)	44%
ROW Permits	-	(50)	1,500	(1,550)	-3%
Rev Sharing-Fuel Tax	15,666	93,995	189,500	(95,505)	50%
FDOT US 41 Light Maintenance	-	-	120,000	(120,000)	0%
ARPA Funding	-	-	-	-	0%
WCIND Marine Patrol Revenue	-	-	600	(600)	0%
FEMA-Federal Share	-	(3,805)	-	(3,805)	0%
Total Revenues-General Fund	1,050,896	10,093,165	14,524,800	(4,431,635)	69%
Building Fees	138,119	582,139	1,064,600	(482,461)	55%
Surcharge Fee Retained	429	1,249	1,000	249	125%
Convenience Fee	3,496	15,329	36,300	(20,971)	42%
Interest income	931	5,085	100	4,985	5085%
Total Revenues-Building Fee Fund	142,975	603,802	1,102,000	(498,198)	55%
Interest Income	-	-	-	-	0%
Total Revenues-Debt Serv	-	-	-	-	0%



Village of Estero
Budget Report-All Funds
For the Month Ending March 2023

	Current Month	2022-2023 Year to Date	2022-2023	2022-2023 Budget	2022-2023
	<u>Actual</u>	<u>Date</u> <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Year to Date</u> <u>Percentage</u>
Local Option Gas Tax 1-5 Cent	43,067	186,537	423,350	(236,813)	44%
Interest Income-Gas Tax	2,865	13,694	300	13,394	4565%
Developer Contributions-Inters	89	89	-	89	0%
CDBG Urban County Coop	-	29,673	-	29,673	0%
FDOT Funding-US 41 Landscaping	-	-	-	-	0%
Road Imp Fee-Residential	249,900	1,395,608	88,000	1,307,608	1586%
Road Imp Fees-Commercial	11,421	46,567	425,100	(378,533)	11%
Interest Income-Rd Impact	14,398	71,021	1,300	69,721	5463%
Interest Income-Com Prk Impact	147	729	200	529	365%
Interest Inc-Com Prk Contri	140	693	-	693	0%
Interest Inc-Public Land	198	982	-	982	0%
Park Imp Fees-Residential	38,375	135,080	13,500	121,580	1001%
Park Imp Fee-Commercial	-	118,524	40,000	78,524	296%
Interest Income-Park Imp	1,303	5,881	100	5,781	5881%
Total Revenues-Capital Projects Fund	361,904	2,005,079	991,850	1,013,229	202%
Convenience Fee	1,359	3,031	-	3,031	0%
Charges for Svcs-Driving Range	53,350	197,465	90,000	107,465	219%
Interest Income	240	1,056	-	1,056	0%
Cash Over / Short	19	(32)	-	(32)	0%
Total Revenues-Driving Range Fund	54,969	201,521	90,000	111,521	224%
Total Revenues-All Funds	1,610,744	12,903,566	16,708,650	(3,805,084)	77%
Debt Serv Fd Trans from Gen Fd	-	-	-	-	0%
Cap Projects Trans from Gen Fd	239,874	855,886	24,817,030	(23,961,144)	3%
Transfer from General Fund	-	-	-	-	0%
Total Revenues and Other Financing Sources-All Funds	1,850,618	13,759,452	41,525,680	(27,766,228)	33%
Executive Salaries	10,189	61,972	124,300	62,328	50%
FICA Taxes	780	4,741	9,600	4,859	49%
Workers Comp	35	155	300	145	52%
Unemployment Comp	113	988	2,000	1,012	49%
Travel and Per Diem	530	420	22,000	21,580	2%
Books Pub & Memberships	-	8,003	5,000	(3,003)	160%
Training	50	(25)	2,000	2,025	-1%
Total Village Council	11,697	76,254	165,200	88,946	46%



Village of Estero
Budget Report-All Funds
For the Month Ending March 2023

	Current Month	2022-2023 Year to Date	2022-2023	2022-2023 Budget	2022-2023
	<u>Actual</u>	<u>Date</u> <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Year to Date</u> <u>Percentage</u>
Executive Salary	17,840	103,876	224,700	120,824	46%
Car Allowance	596	3,404	7,200	3,796	47%
Regular Salaries & Wages	10,324	62,473	155,700	93,227	40%
FICA Taxes	2,168	9,452	24,500	15,048	39%
Retirement Contributions	1,873	11,569	47,600	36,031	24%
Group Insurance	9,058	49,193	80,100	30,907	61%
Worker's Compensation	108	148	800	652	19%
Unemployment Comp	38	430	700	270	61%
Miscellaneous Professional Srv	3,000	18,000	75,000	57,000	24%
Communication Services	3,003	18,006	33,700	15,694	53%
Miscellaneous Contractual Srvs	-	-	35,000	35,000	0%
Travel & Per Diem	46	3,333	12,000	8,667	28%
Public Relations	2,000	11,623	15,000	3,377	77%
Books Pub & Memberships	264	1,014	3,000	1,986	34%
Training	-	75	4,000	3,925	2%
<i>Total Village Manager</i>	50,318	292,596	719,000	426,404	41%
Village Attorney	18,493	62,682	200,000	137,318	31%
Land Use Legal	8,816	34,774	85,000	50,226	41%
Comprehensive Plan Legal	-	-	15,000	15,000	0%
Code Enforcement Legal	-	-	12,000	12,000	0%
Land Dev Code Legal	-	-	15,000	15,000	0%
Miscellaneous legal	-	5,625	-	(5,625)	0%
<i>Total Village Attorney</i>	27,308	103,082	327,000	223,919	32%
Regular Salaries & Wages	3,169	19,228	154,800	135,572	12%
FICA Taxes	242	1,471	11,900	10,429	12%
Retirement Contributions	829	2,903	9,700	6,797	30%
Group Insurance	-	-	25,200	25,200	0%
Worker's Compensation	22	34	300	266	11%
Unemployment Compensation	42	357	800	443	45%
Codification	-	-	3,000	3,000	0%
Election services	771	771	-	(771)	0%
Misc & Contractual	5	5	-	(5)	0%
Travel & per diem	19	115	500	385	23%
Legal Notices	742	2,458	5,000	2,542	49%
Books, Pub and Notices	-	-	500	500	0%
Training	75	186	100	(86)	186%
<i>Total Village Clerk</i>	5,917	27,529	211,800	184,271	13%



Village of Estero
Budget Report-All Funds
For the Month Ending March 2023

	Current Month <u>Actual</u>	2022-2023 Year to Date <u>Actual</u>	2022-2023 <u>Budget</u>	2022-2023 Budget <u>Variance</u>	2022-2023 Year to Date <u>Percentage</u>
Regular Salaries & Wages	25,460	167,564	381,800	214,236	44%
FICA Taxes	1,916	12,642	28,900	16,258	44%
Retirement Contributions	1,333	7,330	19,100	11,770	38%
Group Insurance	3,313	18,076	30,300	12,224	60%
Worker's Compensation	105	203	800	597	25%
Unemployment Compensation	62	572	1,100	528	52%
Accounting Services	4,156	9,006	20,000	10,994	45%
Auditing & Actuarial Services	7,700	8,700	50,000	41,300	17%
Travel and per Diem	858	858	-	(858)	0%
Books, Publications & Members	816	816	750	(66)	109%
<i>Total Finance</i>	45,719	225,766	532,750	306,984	42%
Regular Salaries & Wages	25,295	133,869	289,600	155,731	46%
FICA Taxes	1,910	9,694	23,200	13,506	42%
Retirement Contributions	2,916	16,630	45,200	28,570	37%
Group Insurance	6,016	33,309	82,000	48,691	41%
Worker's Compensation	1,135	2,240	6,400	4,160	35%
Unemployment Compensation	61	759	900	141	84%
Land Development Code	-	-	40,000	40,000	0%
Comp Plan/Land Dev Regulations	-	-	30,000	30,000	0%
Growth Model Svcs	-	-	10,000	10,000	0%
Development Svcs Manager	-	-	40,000	40,000	0%
Misc Professional Services	-	-	65,000	65,000	0%
Economic Development	-	12,500	60,000	47,500	21%
Travel & Per Diem	-	204	2,000	1,796	10%
Legal Notices-Plan & Zoning	-	1,789	6,000	4,211	30%
Books, Pub & Memberships	175	3,535	10,000	6,465	35%
Training	-	198	600	402	33%
<i>Total Development Services</i>	37,508	214,727	710,900	496,173	30%
Cost Recovery-Wages	6,177	57,268	119,600	62,332	48%
Cost Recovery FICA Taxes	473	4,475	8,000	3,525	56%
Cost Recovery Worker's Comp	-	-	1,400	1,400	0%
Cost Recovery Unemploy Comp	-	-	300	300	0%
Cost Recovery Prof Services	-	1,800	15,000	13,200	12%
Planning & Zoning-Fixed Fee	16,033	85,601	350,000	264,399	24%
<i>Total Planning, Zoning and Development Review Services</i>	22,683	149,144	494,300	345,156	30%



Village of Estero
 Budget Report-All Funds
 For the Month Ending March 2023

	Current Month	2022-2023 Year to Date	2022-2023	2022-2023 Budget	2022-2023
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Year to Date Percentage</u>
Special Magistrate Srvs	-	-	16,000	16,000	0%
Code Compliance Contract Srvs	-	12,566	160,160	147,594	8%
Other Chrges-Filing Fees	12	66	1,200	1,134	6%
<i>Total Code Compliance Services</i>	12	12,632	177,360	164,728	7%
Lee Cty Animal Control Srvs	-	-	38,000	38,000	0%
<i>Total Animal Control</i>	-	-	38,000	38,000	0%
Flood Plain-Com Rating System	-	-	150,000	150,000	0%
NPDES Compliance	-	-	5,000	5,000	0%
Water Level & Quality Monitor	15,070	34,734	100,000	65,266	35%
Estero River Sediment Analysis	-	-	20,000	20,000	0%
Water & Sewer Expansion	85,885	839,148	-	(839,148)	0%
Community Monitoring	-	-	20,000	20,000	0%
Miscellaneous Stormwater Maint	-	-	300,000	300,000	0%
Estero River Maintenance	-	989	-	(989)	0%
Reclaimed Water Study	14,104	14,104	-	(14,104)	0%
Miscellaneous Stormwater Maint	-	-	-	-	0%
Water Quality Joint Advocacy	-	5,000	5,000	-	0%
<i>Total Public Works/ Physical Environment</i>	115,059	893,975	600,000	(293,975)	149%



Village of Estero
 Budget Report-All Funds
 For the Month Ending March 2023

	Current Month	2022-2023 Year to Date	2022-2023	2022-2023 Budget	2022-2023
	<u>Actual</u>	<u>Date</u> <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Year to Date</u> <u>Percentage</u>
Regular Salaries & Wages	-	-	301,300	301,300	0%
Public Works Wages	23,570	146,329	-	(146,329)	0%
FICA Taxes	1,746	10,605	22,000	11,395	48%
Retirement Contribution	1,331	7,542	20,600	13,058	37%
Group Insurance	4,716	25,209	44,900	19,691	56%
Worker's Compensation	1,755	3,441	8,700	5,259	40%
Unemployment Compensation	46	309	900	591	34%
Traffic Counts	-	-	16,500	16,500	0%
Misc Professional Services	25,480	69,811	60,000	(9,811)	116%
Misc Construction Services	1,200	3,937	60,000	56,063	7%
Bridge Maintenance	-	-	10,000	10,000	0%
Guardrail Maintenance	-	-	-	-	0%
Irrigation Maintenance	7,829	15,469	-	(15,469)	0%
Landscape Maintenance	-	12,585	152,500	139,915	8%
Minor Paving Services	-	41,760	-	(41,760)	0%
Mowing Maintenance	11,410	22,820	-	(22,820)	0%
Ditch Maintenance	4,413	95,649	-	(95,649)	0%
Sidewalk Maintenance	-	-	-	-	0%
Street Light Maintenance	-	15,265	50,000	34,735	31%
Street Sweeping Services	3,200	9,360	22,000	12,640	43%
Traffic Sign Maintenance	-	7,210	5,000	(2,210)	144%
Traffic Signal Maintenance	-	2,637	6,000	3,364	44%
Right-of-Way Permit Review	2,388	4,080	20,000	15,920	20%
Railroad Maintenance	-	19,670	150,000	130,330	13%
Misc Landscape Projects	2,588	4,013	20,000	15,988	20%
Sandy Lane Bridge Maint/Access	-	-	-	-	0%
Road Maintenance	-	425	250,000	249,575	0%
US41 Traffic Signal Maint	-	-	30,000	30,000	0%
US41 Landscape Maint	21,095	119,946	333,000	213,054	36%
Estero Parkway Landscape Maint	33,341	208,053	486,500	278,447	43%
Travel	128	3,389	5,000	1,611	68%
Communications	51	237	500	263	47%
Utilities	10,515	28,432	35,270	6,838	81%
Equipment & leases	255	1,530	2,500	970	61%
Street Light Insurance	3,214	6,429	16,500	10,072	39%
Operating Supplies	-	346	3,000	2,654	12%
Books, Publications & Members	-	800	1,500	700	53%
Training	-	369	2,000	1,631	18%
Total Public Works/ Transportation	160,270	887,654	2,136,170	1,248,516	42%



Village of Estero
Budget Report-All Funds
For the Month Ending March 2023

	Current Month	2022-2023 Year to Date	2022-2023	2022-2023 Budget	2022-2023
	<u>Actual</u>	<u>Date</u> <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Year to Date</u> <u>Percentage</u>
Webmaster Srvs & Maintenance	1,978	5,473	9,000	3,527	61%
Software Licensing	6,252	69,560	70,000	440	99%
Information Technology Srvs	10,995	58,031	120,000	61,969	48%
Audio Visual Services	-	-	120,000	120,000	0%
Small tools & equipment	-	-	10,000	10,000	0%
Capital Outlay	-	-	10,000	10,000	0%
<i>Total Information Technology</i>	19,225	133,064	339,000	205,936	39%
Lee Cty Law Enforcement	660	1,932	10,000	8,068	19%
<i>Total Law Enforcement/ Security</i>	660	1,932	10,000	8,068	19%
Regular Salaries & Wages	-	-	115,000	115,000	0%
FICA Taxes	-	-	8,800	8,800	0%
Retirement Contributions	-	-	14,400	14,400	0%
Group Insurance	-	-	30,000	30,000	0%
Worker's Compensation	-	-	3,400	3,400	0%
Unemployment Compensation	-	-	300	300	0%
Parks Master Plan	-	6,450	-	(6,450)	0%
YMCA Operating Agreement	37,022	168,620	63,000	(105,620)	268%
Utilities	526	2,788	6,000	3,212	46%
Equipment Rent & Leases	-	-	1,100	1,100	0%
Repairs & Maint	1,141	1,231	20,000	18,769	6%
<i>Total Parks & Recreation</i>	38,689	179,089	262,000	82,911	68%
Recruitment Services	-	11,492	-	(11,492)	0%
Lobbying Services	3,000	15,000	80,000	65,000	19%
State Administrative Fees	-	-	9,500	9,500	0%
Tax Collector Fees	-	-	3,750	3,750	0%
Audio Visual Services	1,883	8,960	20,000	11,040	45%
Misc Contractual Srvs	-	350	250,000	249,650	0%
Communications	440	2,106	5,000	2,894	42%
Freight & Postage	237	541	3,500	2,959	15%
Utilities	1,387	15,122	17,500	2,378	86%
Equipment Rental & Leases	656	4,409	10,000	5,591	44%
Office Lease-Corkscrew Palms	44,238	128,661	259,400	130,739	50%
Insurance	23,736	48,523	78,700	30,177	62%
Repairs & Maintenance	884	6,030	20,000	13,970	30%
Printing	83	83	1,500	1,417	6%
Bank Charges	-	72	-	(72)	0%
Contingency	-	-	104,200	104,200	0%
Office Supplies	1,017	3,443	6,500	3,057	53%
Operating Supplies	622	20,995	11,000	(9,995)	191%
Books Pub & Membership	46	545	2,000	1,455	27%
<i>Total General Government</i>	78,229	266,332	882,550	616,219	30%



Village of Estero
Budget Report-All Funds
For the Month Ending March 2023

	Current Month	2022-2023 Year to Date	2022-2023	2022-2023 Budget	2022-2023
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Year to Date Percentage</u>
Lee City Marine Patrol	-	-	43,860	43,860	0%
<i>Total Lee County Marine Patrol</i>	-	-	43,860	43,860	0%
Hurricane Professional Srves	10,975	64,601	-	(64,601)	0%
Disaster Preparedness Services	-	-	10,000	10,000	0%
Hurricane Debris Removal	7,680	6,923,591	-	(6,923,591)	0%
Hurricane Operating Supplies	-	9,065	-	(9,065)	0%
<i>Total Disaster Services</i>	18,655	6,997,257	10,000	(6,987,257)	69973%
Total Expenditures-General Fund	631,949	10,461,033	7,659,890	(2,801,143)	137%
Building Service Contract	105,342	520,266	897,500	377,234	58%
Building IT Contract Services	444	2,307	5,000	2,693	46%
Records Imaging Services	-	-	-	-	0%
Inkforce Software	1,275	6,375	15,800	9,425	40%
Communications	127	727	1,600	873	45%
Freight & Postage	72	72	500	428	14%
Utilities	246	1,536	3,000	1,464	51%
Equipment Lease	653	3,369	8,600	5,231	39%
Office Lease-Corkscrew Palms	9,061	26,352	53,100	26,748	50%
Repairs & Maintenance	180	988	3,000	2,012	33%
Credit Card Fees	3,274	13,286	38,600	25,314	34%
Office Supplies	351	1,187	2,100	913	57%
Operating Supplies	58	257	8,200	7,943	3%
Capital outlay	-	-	305,000	305,000	0%
Total Expenditures-Building Fee Fund	121,085	576,723	1,342,000	765,277	43%
Principal Payments	-	-	-	-	0%
Interest Expense	-	-	-	-	0%
Total Expenditures-Debt Service	-	-	-	-	0%



Village of Estero
Budget Report-All Funds
For the Month Ending March 2023

	Current Month	2022-2023 Year to Date	2022-2023	2022-2023 Budget	2022-2023
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Year to Date Percentage</u>
Estero Parkway Improvements	-	37,528	-	(37,528)	0%
River Ranch Rd Improvements	8,055	151,204	5,675,350	5,524,146	3%
Corkscrew Rd Widening	10,175	288,733	5,441,000	5,152,267	5%
Bridge Maintenance	-	-	-	-	0%
Williams Rd Widening	-	5,250	867,500	862,250	1%
<i>Total Roadway Projects</i>	18,230	482,714	11,983,850	11,501,136	4%
Corkscrew Rd Signal-Puente Ln	-	-	-	-	0%
Williams Rd Intersection Impro	27,673	59,663	460,000	400,337	13%
Williams Rd High School Turn	-	-	-	-	0%
US41 Pelican Colony Signal	-	-	-	-	0%
<i>Total Intersection Improve Proj</i>	27,673	59,663	460,000	400,337	13%
Coconut Rd Crosswalks	-	-	177,800	177,800	0%
Williams Rd Bike/Sidewalks	13,573	83,799	2,914,150	2,830,352	3%
Intersect Safety Improv Study	-	-	110,000	110,000	0%
Sandy Ln Bike-Ped Improv	28,926	262,555	2,056,380	1,793,826	13%
Broadway E Shared Use Path	-	-	-	-	0%
Broadway W Bus Stop Improv	-	-	-	-	0%
<i>Total Bicycle & Ped Improv Proj</i>	42,499	346,353	5,258,330	4,911,977	0
US 41 FDOT Landscape	-	-	540,000	540,000	0%
US 41 Landscaping Enhancement	-	-	-	-	0%
Monument Sign/Branding	-	16,500	-	(16,500)	0%
US 41 Monument Signs	9,450	17,330	480,000	462,670	4%
Three Oaks Prkwy MonumentSigns	200	4,200	420,000	415,800	1%
Via Coconut Pt Landscap Improv	1,583	3,958	-	(3,958)	0%
Ben Hill Griff Pkwy Landsc Imp	2,070	35,635	2,094,000	2,058,365	2%
I-75 Interchange Landscaping	-	-	100,000	100,000	0%
Williams Rd Landscape Improv	-	3,563	-	(3,563)	0%
<i>Total Landscaping & Beauti Proj</i>	13,303	81,186	3,634,000	3,552,814	2%
Park Capital Projects	-	-	-	-	0%
Estero on River Master Plan	-	56,769	252,000	195,232	23%
Estero Com Prk Master Plan	-	-	150,000	150,000	0%
Estero Com Prk Expansion	-	-	5,550,000	5,550,000	0%
Estero on the River Improvemen	2,601	26,401	2,250,000	2,223,600	1%
Williams Road Property Improv	1,068	30,409	-	(30,409)	0%
<i>Total Parks & Recreation Proj</i>	3,668	113,578	8,202,000	8,088,422	1%



Village of Estero
Budget Report-All Funds
For the Month Ending March 2023

	Current Month <u>Actual</u>	2022-2023 Year to Date <u>Actual</u>	2022-2023 <u>Budget</u>	2022-2023 Budget <u>Variance</u>	2022-2023 Year to Date <u>Percentage</u>
Estero River N Brnch Drainage	2,147	10,537	1,964,250	1,953,713	1%
Package WWTP UEP Design & Perm	-	-	105,000	105,000	0%
Broadway W UEP Design & Permit	161,638	351,823	885,000	533,177	40%
Broadway E Design & Permitting	51,378	181,159	930,000	748,841	19%
Estero Rvr Sediment Removal	1,440	1,440	30,000	28,560	5%
<i>Total Stormwater Projects</i>	216,603	544,960	3,914,250	3,369,290	14%
Land Purchase-Estero on River	-	13,875	-	(13,875)	0%
Williams Road Driving Range	-	-	-	-	
River Oaks Preserve Land	6,300	64,760	-	(64,760)	0%
<i>Total Land Acquisitions</i>	6,300	78,635	-	(78,635)	100%
 <i>Total Expenditures-Capital Project Fund</i>	 328,276	 1,707,089	 33,452,430	 31,745,341	 5%
Misc Contracted Services	46,308	138,331	36,000	(102,331)	384%
Communications	-	280	-	(280)	0%
Utilities	167	988	3,700	2,712	27%
Equipment Leases & Rentals	-	-	900	900	0%
Repairs & Maintenance	75	370	10,000	9,630	4%
Credit Card Fees	1,853	3,423	2,200	(1,223)	156%
Operating Supplies	-	44	1,500	1,456	3%
 <i>Total Expenditures-Driving Range Fund</i>	 48,403	 143,437	 54,300	 (89,137)	 264%
 <i>Total Expenditures-All Funds</i>	 1,129,712	 12,888,282	 42,508,620	 29,620,339	 30%
Gen Fd Trans to Debt Service	-	-	-	-	#DIV/0!
Gen Fd Trans to Cap Projects	239,874	855,886	24,817,030	23,961,144	3%
Transfer to Driving Range Fund	-	-	-	-	0%
CIP Tran from Gas Tax-300-000	-	-	-	-	0%
CIP Tran from RdImp 300-990	(88,401)	(851,203)	-	851,203	0%
CIP Tran from Park IF 300-995	-	-	-	-	0%
Gas Tax Trans to CIP-300-266	-	-	-	-	0%
Rd Imp Fee Trans toCIP-300-990	88,401	851,203	-	(851,203)	0%
Park Imp Fee Tran to CIP-995	-	-	-	-	0%
<i>Total Expenditures and Other Financing Uses-All Funds</i>	1,369,586	13,744,167	67,325,650	53,581,484	20%
 <i>Excess Revenue over Expenditures</i>	 481,032	 15,285	 (25,799,970)	 25,815,255	 0%
 Estimated Prior Year Surplus		50,256,115	50,256,115	-	
 Fund Balance		50,271,400	24,456,145	25,815,255	



Village of Estero
Budget Report-All Funds
For the Month Ending March 2023

	Current Month <u>Actual</u>	2022-2023 Year to Date <u>Actual</u>	2022-2023 <u>Budget</u>	2022-2023 Budget <u>Variance</u>	2022-2023 Year to Date <u>Percentage</u>
General Fund					
Revenues	1,050,896	10,093,165	14,524,800	(4,431,635)	69%
Expenditures	631,949	10,461,033	7,659,890	(2,801,143)	137%
Operating Excess (deficit)	418,947	(367,869)	6,864,910	(7,232,778)	
Transfers out to Debt Service	-	-	-	-	0%
Transfers out to Capital Projects	(239,874)	(855,886)	(24,817,030)	23,961,144	3%
Transfer out to Driving Range	-	-	-	-	0%
Operating Excess (deficit)	179,073	(1,223,754)	(17,952,120)	16,728,366	
Building Fee Fund					
Revenues	142,975	603,802	1,102,000	(498,198)	55%
Expenditures	121,085	576,723	1,342,000	765,277	43%
Operating Excess (deficit)	21,891	27,079	(240,000)	267,079	
Debt Service Fund					
Revenues	-	-	-	-	0%
Expenditures	-	-	-	-	0%
Operating Excess (deficit)	-	-	-	-	
Debt Service Proceeds	-	-	-	-	0%
Transfers in from General Fund	-	-	-	-	0%
Transfers out to Capital Projects	-	-	-	-	0%
Operating Excess (deficit)	-	-	-	-	
Capital Projects Fund					
Revenues	361,904	2,005,079	991,850	1,013,229	202%
Expenditures	328,276	1,707,089	33,452,430	31,745,341	5%
Operating Excess (deficit)	33,628	297,990	(32,460,580)	32,758,570	
Transfers in from Other Funds	239,874	855,886	24,817,030	(23,961,144)	3%
Operating Excess (deficit)	273,502	1,153,876	(7,643,550)	8,797,426	
Driving Range Fund					
Revenues	54,969	201,521	90,000	111,521	224%
Expenditures	48,403	143,437	54,300	(89,137)	0%
Operating Excess (deficit)	6,565	58,084	35,700	22,384	
Transfers in from Other Funds	-	-	-	-	0%
Operating Excess (deficit)	6,565	58,084	35,700	22,384	



Village of Estero
 Budget Report-All Funds
 For the Month Ending March 2023

	Current Month <u>Actual</u>	2022-2023 Year to Date <u>Actual</u>	2022-2023 <u>Budget</u>	2022-2023 Budget <u>Variance</u>	2022-2023 Year to Date <u>Percentage</u>
Reserved and Available Funds Report					
General Fund Reserves		\$ 1,721,747			
Litigation Defense Reserve		670,000			
Major Road Maintenance Reserve		148,000			
Total Reserved Funds		<u>\$ 2,539,747</u>			
General Fund Capital Projects		\$ 28,030,988			
Building Fee Fund		687,816			
Gas Tax Capital Projects		2,130,156			
Developer Contribution		64,937			
Road Impact Fees		10,644,441			
Community Park Impact Fees		108,736			
Regional Park Impact Fees		-			
Estero Park Entry Contribution		101,848			
Park Imp Fees		987,784			
Public Land Purchase		144,325			
Driving Range		181,345			
Total Available Funds		<u>\$ 43,082,376</u>			

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 3, 2023

Agenda Item:

Motion to authorize the Village Manager to assign funds from the Opioid Litigation Settlements to the State Fund.

Background:

On January 4, 2023, the Village Council authorized the Village Manager to accept certain settlement agreements as part of the State of Florida's ongoing opioid litigation.

Description:

Proceeds from the State of Florida's opioid litigation settlements are restricted only to healthcare-related items. The Village does not directly provide or sponsor such programs. The State of Florida is offering to accept proceeds from local government opioid settlements to support eligible programs per the attached agreement.

Action Requested:

Motion to authorize the Village Manager to assign funds from the Opioid Litigation Settlements to the State Fund.

Process and Timeline:

Settlement agreements have been signed and sent to the State. If the attached agreement is signed, the funds from the settlement agreements will be sent directly to the State and do not require any additional action from the Village.

Financial Impact:

No financial impact to the Village.

Prepared by: Kevin Greenville, CPA Finance Director

Attachments:

1. Assignment of City/County Funds from the Opioid Litigation Settlements to the State Fund

Assignment of City/County Funds from the Opioid Litigation Settlements to the State Fund

This Assignment is hereby entered into by and between VILLAGE OF ESTERO/LEE COUNTY, an incorporated municipality located in Lee County, Florida and the State of Florida.

Whereas, the State of Florida filed an action in Pasco County, Florida, and a number of Florida Cities and Counties also filed actions *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”); and

Whereas, the Florida Memorandum of Understanding (the “Florida Plan”) sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds; and

Whereas, the State of Florida has entered into settlement agreements in the Opioid Litigation creating a City/County Fund (the City/County Fund shall have the same meaning as provided in the Florida Plan); and

Whereas, separate payments are to be distributed directly to the Village of Estero through the City/County Fund; and

Whereas, receiving a separate payment from the City/County Fund will require separate programs and reporting requirements by the Village of Estero/Lee County; and

Whereas, Village of Estero/Lee County and the State agree that combining the funds received through the City/County Fund with the funds received from the State Fund to implement opioid abatement provides the greatest benefit to the citizens of the Village of Estero/Lee County and the State.

NOW, THEREFORE, in consideration of the mutual covenants hereafter contained, the parties hereby agree as follows:

SECTION 1: RECITALS

The above recitals are true and correct and by reference incorporated herein.

SECTION 2: ASSIGNMENT OF FUNDS

Village of Estero/Lee County hereby assigns the funds to be received through the City/County Fund from the Opioid Litigation to the State of Florida to be used to implement

opioid abatement in the State of Florida. The State of Florida will accept the funds assigned by the Village of Estero/Lee County and will use the funds to implement opioid abatement pursuant to the terms and conditions of the Settlement Agreement.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have made and executed this Agreement on the date indicated below.

ATTEST:

CAROL SACCO
CLERK TO THE BOARD

VILLAGE OF ESTERO/LEE COUNTY, FLORIDA

By: _____
Clerk/Deputy Clerk

By: _____
Steve Sarkozy, Village Manager

Date: _____

STATE OF FLORIDA

By: _____
John M. Guard,
Chief Deputy Attorney General

Date: _____

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 5, 2023

Agenda Item:

See See Street Utility Expansion Design and Permitting - EC 2022-21 STA 05

Motion to approve the award of Supplemental Task Authorization 05 to Contract EC 2022-21 to Banks Engineering, Inc. for the See See Street Utility Expansion Design and Permitting of \$240,500.

Approve a \$24,000 contingency (10%) for additional services that may be required to complete the project.

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

Background:

The Estero River is identified as impaired by the Florida Department of Environmental Protection (FDEP) for bacteria, iron, and copper. This means the waterbody is not meeting the State's water quality standards. In addition, Estero Bay has been identified as impaired for nutrients.

Water quality data collected by Lee County over the past few decades indicate the source of bacteria is likely originating within the Village of Estero's boundaries.

To identify potential sources of nutrients originating within the Village's boundaries, Village Council partnered with Florida Gulf Coast University (FGCU) to identify potential bacteria sources. FGCU previously presented these findings to Village Council on April 7, 2021. While the FGCU study was not able to conclusively identify the sources, the study did note that bacteria and sucralose levels in ditches located in neighborhoods with septic tanks were both high compared to other areas. Septic tanks are likely sources of bacteria and nutrients to the Estero River.

Description:

See See Street is an approximately 0.25-mile-long road off Corkscrew Road just west of Three Oaks Parkway. There are 18 approximately 1.0 ac lots along the street. See See Street is located close to the South Branch of the Estero River, The Corkscrew Road ditch

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and a swale located along the perimeter of Villages at Country Creek. These water bodies have the potential to intercept water from the septic tanks and carry it to the Estero River. Designing the utility improvements now will allow the Village to investigate alternative funding sources for the project.

Village Staff is proposing to hire Banks Engineering, Inc. to provide the following services for the See See Street UEP.

1. Funding Assistance
2. Design
3. Permitting
4. Bidding
5. Public Involvement

Action Requested:

Motion to approve the award of Supplemental Task Authorization 05 to Contract EC 2022-21 to Banks Engineering, Inc. for the See See Street Utility Expansion Design and Permitting of \$240,500.

Approve a \$24,000 contingency (10%) for additional services that may be required to complete the project.

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

Process and Timeline:

A project schedule is included (Exhibit C) in the attached contract. Following is a summary of the schedule. Days are from the project notice to proceed:

Preliminary Design:	120 days
Design Plans:	210 days
Permitting:	270 days

The start of construction will be contingent upon additional funding sources and Council approval.

Financial Impact:

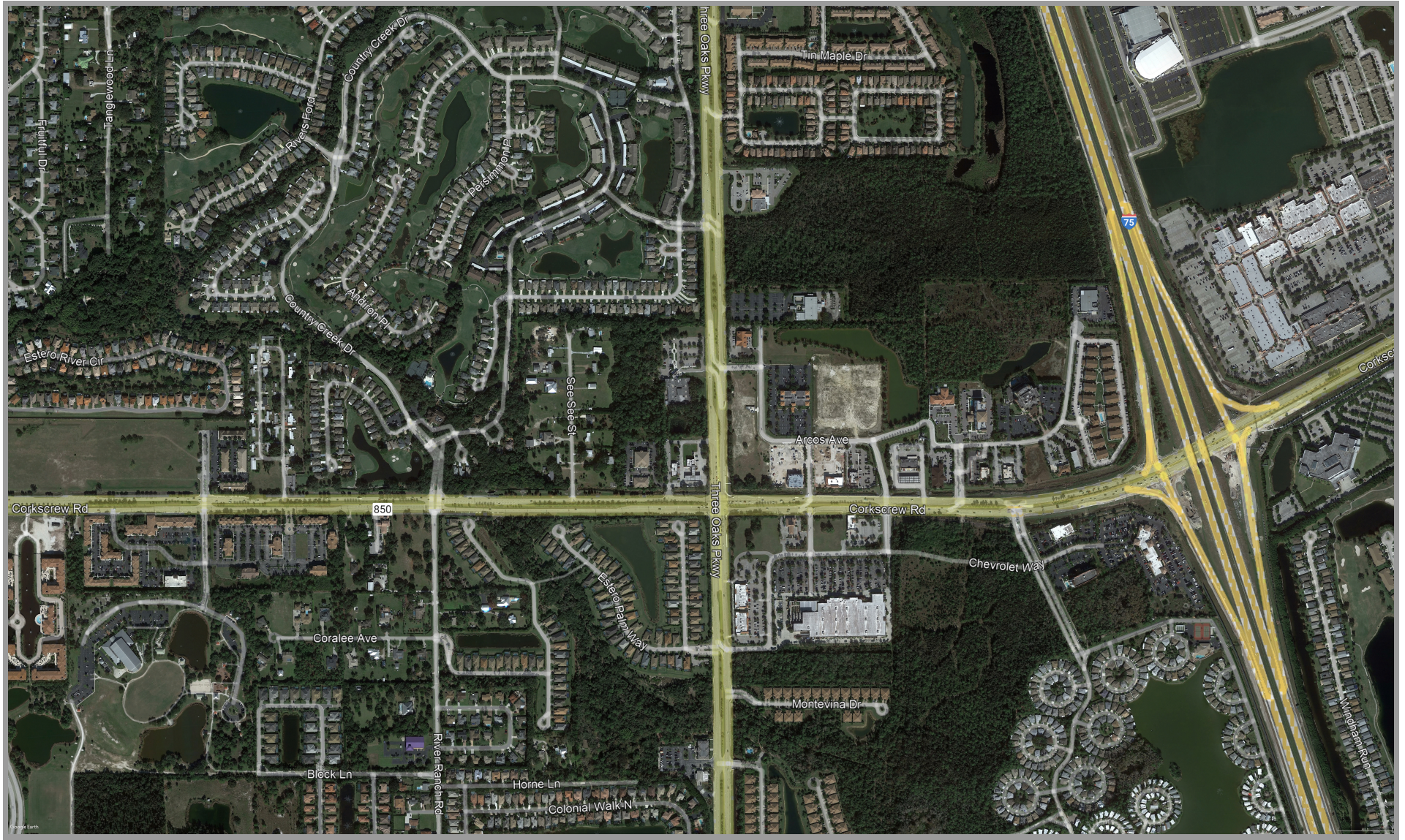
The fiscal impact is \$264,500 for the design and permitting of the See See Street UEP. This includes \$240,500 for the contract approval and a 10% project contingency of \$24,000.

This project is not currently included within the Fiscal Year 2022-2023 budget. However, sufficient funds are available in unallocated general funds to fund the contract. A budget amendment will be processed to allocate funds to this project.

Prepared by: David Willems, P.E.

Attachments:

1. Project Location Map
2. EC 2022-21 STA 05
3. Banks Engineering Ownership Disclosure





Misc. Professional Services

EC 2022-21

STA No. 05

Project Name: See See Street Utility Expansion Design & Permitting

Consultant: Banks Engineering

Village of Estero Contract No.: 2022-21

Village of Estero Account Number: _____

Brief Description: Design and permitting for the expansion of water and sewer to the properties located along See See Street.

Total Fees: \$240,500

The Consultant shall perform the services outlined in the attached Exhibit A – Scope of Services and Fees, under the terms and conditions outlined in the above referenced Village of Estero Contract No. EC2022-21.

Consultant: Banks Engineering

Village of Estero

By: _____

By: _____

Name: _____

Name: Steve Sarkozy

Title: _____

Title: Village Manager

Date: _____

Date: _____

Attachments:

Exhibit A – Scope of Services and fees

Exhibit B – Project Schedule



Professional Engineers, Planners & Land Surveyors

April 17, 2023

The Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

Sent via email to: willems@estero-fl.gov

Reference: **SEE SEE STREET – UTILITY EXPANSION PROJECT**

Dear David,

Thank you for allowing our firm to propose professional services for the above referenced project. This project consists of the survey, design, and construction document preparation services for expansion of Lee County Utilities wastewater and water utility mains on See See Street for 18 parcels. This Agreement will establish our proposed services and associated fees we believe are necessary to successfully complete this project.

PROJECT TEAM

Survey & Engineering – Banks Engineering (Prime)
Public Involvement – Cella Molnar & Associates, Inc.
S.U.E. – T2 Utility Engineers

SCOPE OF SERVICES

The scope of services presented below are for the professional services requested to be performed by the ENGINEER. The services to be performed include the following:

TASK 1.0 – PROJECT MANAGEMENT

Throughout the contract, the ENGINEER will perform the following Project Management services from project inception through completion to include the following services:

- A. ENGINEER will schedule and conduct a project kickoff meeting with the VILLAGE for the purpose of introducing team members, reviewing scope, timing and defining their roles and prepare and distribute minutes of the meeting.
- B. Oversee all aspects of ENGINEER'S contract obligations.
- C. Prepare and submit to the VILLAGE a monthly project status report summarizing work progress since previous report, updated project schedule, budget expenditure summary, and updated project cash flow drawdown schedule. The project status report will be submitted monthly with the ENGINEER'S invoicing. Coordinate external services and schedules of subconsultants, other local utility providers and governmental agencies.
- D. Coordinate quality assurance and quality control reviews.
- E. Schedule and conduct progress meetings with VILLAGE and LCU staff. The progress meetings will be held bi-weekly. The ENGINEER will prepare and distribute minutes of each progress meeting. This meeting will be attended by the Project Manager and others as needed based on progress of project. Other attendees may participate via conference call.

SERVING SOUTHWEST FLORIDA FOR OVER 30 YEARS
Engineering License CA 6469
Surveying License LB 6690

10511 Six Mile Cypress Parkway, Fort Myers, Florida 33966
Phone: 239-939-5490 | Fax: 239-939-2523
www.banksengfla.com

THE VILLAGE OF ESTERO
SEE SEE STREET – UTILITY EXPANSION PROJECT

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- F. Prepare detailed project design and permitting schedule. Prepare monthly updates of the project schedule and implement corrective measures to maintain the schedule. The project schedule will be prepared using Microsoft Project software.
- G. Oversee subconsultant services.

Deliverables

- Kickoff Meeting Agenda and Minutes.
- Project Monthly Status Reports.
- Project Schedule with Monthly Updates.
- Progress Meeting Agendas and Meeting Minutes.

TASK 2.0 – PRELIMINARY SERVICES

2.1 Data Collection

Upon authorization, ENGINEER will perform the following Data Collection services:

- A. Prepare a list of items to be provided by the VILLAGE and LEE COUNTY UTILITIES as necessary to complete the tasks described within this scope of services. Those items will include, but not be limited to:
 - 1) Drawing files in AutoCAD (electronic format) for any/all known existing underground infrastructure within the area, including all survey and design data, as may exist.
 - 2) Copies of previous studies or master planning documents.
 - 3) Copies of geotechnical investigations and recommendations reports that may exist in the vicinity.
- B. Perform a field review of all existing properties within the service area, to verify driveway types (concrete, asphalt, decorative, etc.) as well as the location of the existing septic tanks for location of laterals.

Deliverables

- Data Request.
- Summary of Data Received.

2.2 Hydraulic Modeling

Based on the preliminary design report, the ENGINEER will perform the following modeling efforts using Lee County's current InfoWater models for the potable water and wastewater systems and ICPR and/or a spreadsheet model for localized stormwater system improvements:

- A. Potable Water – Update the existing pressure system hydraulic model for potable water to incorporate infrastructure proposed within the service area. To assist with this effort, the most current model will be obtained from Lee County. The ENGINEER will rely on the County to provide a calibrated model. No calibration efforts are proposed as part of this scope. The ENGINEER will utilize this model to perform final pipe sizing for the distribution piping. This effort will include:
 - 1) Input of infrastructure proposed within the service area.
 - 2) Modification and updating of the model for demand projections within the service area.
 - 3) Performing steady state model simulations to confirm required pipe sizes and routing of the potable water distribution piping within the service area.

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- 4) Verifying hydrant locations and fire flow conditions are met.
- 5) Pressure & Velocity
- 6) Chlorine Residual Analysis.

B. Wastewater – Update the existing Three Oaks wastewater model to incorporate infrastructure proposed within the service area. The ENGINEER will rely on the County to provide a calibrated model. No calibration efforts are proposed as part of this scope. The ENGINEER will utilize this model to perform final pipe sizing for the distribution piping and to review sizing of the transmission piping. This effort will include:

- 1) Input of Infrastructure proposed within the service area.
- 2) Modification and updating of the model for demand projections within the service area.
- 3) Performing steady state and/or extended period model simulations to confirm required pipe sizes and routing of the wastewater force main piping within the service area.
- 4) Verifying pipe pressures and velocities within the pipes with standards.
- 5) Identification of locations for connections to existing wastewater system infrastructure, proposed developments and locations for stub-outs for future utility extensions.
- 6) Utilize the model to determine pump sizing for each proposed lift station.

C. Stormwater – ENGINEER will design improvements to the existing stormwater conveyance infrastructure to provide positive drainage to Corkscrew Road. Improvements should provide as much stormwater treatment as practical. The existing roadside swale does not include drainage pipes under the driveways. The proposed design is expected to include drainage pipes under driveway.

Deliverables

- Recommendation for drainage improvements.
- Models

2.3 Property Acquisition Coordination

Once the pump station location has been determined and approved by the VILLAGE and LCU, the ENGINEER will:

- A. Aid the VILLAGE in procuring a lift station site through preparing language to demonstrate the need for the proposed site and related efforts. One (1) pump station will be required for the project. As such, this scope of services include preparation one legal description and sketch.
- B. If properties cannot be procured through purchase, the ENGINEER will provide assistance with acquisition through the legal system (eminent domain). For this effort, the ENGINEER will provide additional documentation as necessary to support the need for the purchase, and if required, serve as the expert witness in court to support the purchase, for one (1) parcel.

Deliverables

- Sketch and descriptions for acquisition.
- Documentation (Memorandums) for 1 parcel to justify need for parcel acquisition.

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2.4 Funding Assistance

- A. Review funding alternatives. This will include commercial loans, SRF (to the extent it is a viable option), WIFIA and bonds. In addition, we will review and list available grants along with their requirements and timing for submission of grant applications. Consideration will also be given to the applicability and availability of funding associated with the recent Governor's Executive Order 19-12 which outlined funding to be provided for septic tank conversions, wetland treatment and alternative water supply.
- B. Assist the VILLAGE in pursuing the selected funding alternative. Note that at this time, it is unknown what alternative and therefore what supporting information may be required for the application submission process.
- C. Prepare for a submit up to 5 grant applications to state and federal agencies including the Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD) and Federal Emergency Management agency (FEMA). As with the funding assistance, if supporting information in addition to the PER or existing Facilities Plan are determined to be required to support the grant application process, then additional, future services may be required to assist in this effort.

Deliverables

- Grant applications.

2.5 Assessment Assistance

To assist with property assessments, the ENGINEER will:

- A. Perform parcel counts and assist the VILLAGE in analyzing land use data needed for assessment calculations.
- B. Prepare a breakdown of costs separately for potable water and wastewater. As the project proceeds through design, and more detailed OPC's are developed (60-percent, 90-percent and 100-percent), modified breakdowns will be provided to the VILLAGE.
- C. Attend meetings with VILLAGE staff and their Financial Consultant to assist with technical information, OPC adjustments, etc.
- D. Following completion of the bidding process, provide a final detailed breakdown of costs per utility, using the bid quantities and costs.
- E. Provide general consultation and coordination through the assessment process.

Deliverables

- Parcel and land use information and analysis.
- Updated cost breakdowns per utility.

2.6 Utility Easement/Right-of-Way Acquisition Assistance

Looping the proposed water main is desired, if possible. The following services will be provided if easement can be negotiated with private property owners and Villages at Country Creek to look the proposed water main.

- A. Provide assistance to the VILLAGE in developing legal sketch and descriptions for the LCU easement.
- B. Providing technical assistance for the negotiation for the public utility easement.

Deliverables

- Sketch and descriptions for acquisition.

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TASK 3.0 - SURVEYING

3.1 Surveying

- A. The CONSULTANT shall establish horizontal and vertical control points throughout the project limits referenced to publicly available horizontal and vertical control monumentation. Horizontal data will be in feet and shall be projected on the Florida State Plane Coordinate System, West Zone, NAD83 (2011). Vertical data will be in feet and shall be referenced to the North American Vertical Datum of 1988 (NAVD88).
- B. The CONSULTANT shall establish the right-of-way lines for the roadways within the project limits based on recorded plats and Lee County geographic information systems line work. Limited field location of property corners and right-of-way monumentation will be used to assist with placement of said right-of-way lines.
- C. The ENGINEER shall collect horizontal and vertical data of existing visible above-ground improvements and existing visible above-ground utilities within the right-of-way for the roadways included in this project. Improvements collected shall include driveways, drainage facilities, culverts, sidewalks, mailboxes, signage, visible water meters/lines, roadway pavement, etc.
- D. The CONSULTANT shall measure cross-sections from right-of-way line to right-of-way line at approximately 100-foot intervals and areas of irregularity.
- E. The CONSULTANT shall prepare a base map of measured and surveyed features to provide to the engineer of record, therefore, a topographic survey map is not included in this scope of services, and all data will be provided in digital AutoCAD format.

Deliverables

- Right of way maps
- Survey
- Boundary surveys for property acquisition

3.2 Subsurface Utility Exploration (SUE)

The CONSULTANT shall utilize subsurface utility exploration (SUE) at 5 pothole locations and 2 trench locations. SUE services shall be conducted to a maximum depth of six feet and shall not be performed under asphalt or concrete. The CONSULTANT shall notify Sunshine 811 and obtain necessary ticket information.

Utilities uncovered with SUE shall have horizontal and vertical measurements to the utility and the CONSULTANT shall make effort to determine the type, size, and material of the utility. There may be utilities that the CONSULTANT is not able to determine the material or type of the utility.

Deliverables

- Survey and SUE mapping to display the field data collection results
- Photos and supporting information collected during SUE services

TASK 4.0 – GEOTECHNICAL INVESTIGATIONS

The CONSULTANT shall coordinate with a Geotechnical Consultant to obtain a proposal, manage the Geotechnical Consultant, and coordination during the project.

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Deliverables

- Geotechnical Consultant Proposal

TASK 5.0 – CONSTRUCTION PLANS

5.1 Preliminary Design

- Contact Sunshine State One-Call of Florida to obtain contacts for existing utilities within the project area. Contact utility providers identified through the Sunshine State One-Call process to determine if any private utility infrastructure exists within the project area. Obtain utility data (as-builts, CAD files, which may exist to incorporate information in design criteria.
- Utilizing data collected, develop a base map of known utilities and roads (centerlines and edge of pavement (EOP). This task will consider infrastructure that may create a boundary constraint for the potable water distribution and gravity wastewater collection systems, such as canals, major roadways, and large diameter or deep stormwater piping.
- Utilizing electronic AutoCAD Civil 3D will be incorporated into the ENGINEER'S electronic data base and modified to include new borders, legends and updated covers (referencing current Council members, etc.) Drawings will be prepared using 11"x17" paper, 1" = 20'-scale.
- Perform a layout of the wastewater gravity collection system within the See See Street service area. Considerations will be given to physical constraints, such as canals and stormwater piping. Gravity wastewater collection system layout will include consideration of VILLAGE-owned parcels locations and access to 3-phase electric power for lift station siting.
- Provide a preliminary layout of the water system within the See See Street service area. This will show side of the road, connectivity and preliminary hydrant spacing per Lee County Utilities Specifications.

Deliverables

- Existing Road/Utilities Base Map
- Collection system layout
- Oversize maps for presentations
- Wastewater pumping station siting
- Contract area boundary layouts
- CAD Files of base drawings consisting of survey data of existing conditions, existing known utilities and project stationing. Base drawings will be used as a basis for development of plan and profile sheets for the proposed improvements and new infrastructure will not be included in the base drawings

5.2 60%, 90% and 100% Construction Plans

The 60-percent submittal will generally include: drawings with survey and topographic information, all existing utility locations, all engineering drawings of the improvements in plan/profile view, per Lee County Utilities standards and details as well as specific details for utility connections, conflicts, crossings, etc., draft of technical specifications and an updated cost estimate. The 90-percent submittal will generally include: updated engineering drawings in plan/profile with section details for connections, conflicts, etc. (90% complete all disciplines), specifications (technical and bidding) incorporating the comments received for the VILLAGE on the 60-percent submittal, and an updated cost estimate. The 100-percent submittal will generally include: updated engineering drawings (100% complete all disciplines), specifications (technical and bidding) incorporating the comments received for the VILLAGE on the 90-percent submittal, and an updated opinion of cost. Review meetings will be held with the VILLAGE following submittal at each completion stage.

A PDF set along with two (2) 11x17-inch sets of drawings and 8.5x11-inch specifications of each package will be provided to the VILLAGE for review. All drawings and specifications requested above this will be

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provided in electronic format only. A review meeting will be held with the VILLAGE following each submission. Comments will be incorporated into each subsequent design phase with a checklist of comments and how each comment was addressed. Tasks anticipated to be completed during this phase are summarized below:

- A. Coordinate with private utility owners throughout the design, as necessary. Using the Sunshine State One-Call of Florida system in addition to the SUE efforts, the ENGINEER will also coordinate to obtain, if available, any record drawings of utilities within the project area. In addition, courtesy plans will be provided to each utility in PDF format at the 60-percent completion stage.

The final drawings shall generally include, but not be limited to the following for all improvements:

1) General

Cover Sheet
General notes
Index of Drawings and General Notes
Legend and Abbreviations
Key Plan
Aerial Plan
Master Plan Sheets
Pavement Removal/Replacement Sheets
Protected Species Plan
Staging Area Plans

2) Civil/Process

Plan/Profile Sheets
Roadway Improvement Plans
Specific Detail Sheets (crossings, connections, etc.)
Standard Details

3) Structural (LCU Details)

Structural Notes
Standard Pump Stations Plan and Sections
Structural Details

4) Electrical/Instrumentation (LCU Details)

Electrical Legend
Electrical Notes
Electrical Site Plan Detail Sheets
Single Line Wiring Diagram
Panel Details
Grounding Sheet
Electrical Details

- B. Prepare a comprehensive project manual that shall generally consist of technical specifications for competitive bidding. The project manual and its contents will be prepared using Microsoft WORD and formatted in accordance with the current design.

- C. Schedule, attend and prepare meeting minutes for design progress meetings (anticipated twice per month) with the VILLAGE. The meetings will be attended by the Project Manager and the others, as necessary.

Deliverables

- Design submittals to include drawings, large scale updated infrastructure maps, and project manual at the 60-percent, 90-percent and 100-percent completion stages, as defined above.

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- Engineer's opinion of probable costs at the 60-percent, 90-percent and 100-percent completion stages.

TASK 6.0 – PERMITTING

- A. Schedule and attend pre-application meetings with each regulatory agency for the purpose of verifying permit requirements. Prepare and distribute minutes of each meeting. It is anticipated that meetings will be held with the following agencies:
- B. Prepare and submit the following permit applications:
 - 1) VILLAGE of Estero - Development Order (DO) application with supporting documentation for all of the proposed improvements.
 - 2) Lee County Utilities Review
 - 3) Lee County Right of Way Permit
 - 4) FDEP - Wastewater Collection/Transmission System permit application (FDEP Form 62-604.300(8)(a), along with supporting documentation.
 - 5) NPDES Permits
 - 6) FDEP - Application for a Specific Permit to Construct PWS Components (FDEP Form 62-555.900(1)) along with supporting documentation.
 - 7) SFWMD - Prepare and submit an Environmental Resource Permit (ERP) application to the SFWMD for the stormwater improvements (catch basins & piping) associated with the proposed roadway widening and miscellaneous stormwater improvements. The proposed widening will not create additional travel lanes and are intended to provide roadway safety upgrades which are not required to provide additional stormwater improvements. (If necessary)
 - 8) Dewatering Permit - The selected Contractor will be required to prepare application with required documentation and apply for a dewatering permit.
- C. Respond to all requests for additional information (RAIs) from the permitting agencies directly associated with the proposed applications to clarify the original application(s).

Deliverables

- Agenda and meeting minutes from pre-submittal meetings with each agency.
- Draft permit applications and supporting documentation.
- Request for permit application fees along with backup documentation, as required.
- Copies of final permit applications as submitted with documents signed and sealed by Engineer of Record, as required.
- Copies of responses to RAIs.
- Original permits, once received.

TASK 7.0 – POST DESIGN SERVICES

7.1 Bidding Services

- A. Provide the City with the final bid package.
- B. Attend pre-bid meetings.

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- C. Answer RFI's from contractors.
- D. Review bids.

7.2 Construction Phase Services

- A. Attend preconstruction meetings.
- B. Coordinate with the contractor during construction.
- C. Inspections as needed.
- D. Review and pay application requests.
- E. Review shop drawings.
- F. Prepare record drawings.
- G. Attend required testing of improvements.
- H. Prepare and submit certification to agencies.

TASK 8 – PUBLIC INVOLVEMENT

Public involvement includes communicating to all tenants/property owners and interested persons, groups, government organizations, and Committees, information regarding the development of the project. Provide to the VILLAGE drafts of all Public Involvement documents (i.e., newsletters, property owner letters, etc.) associated with the following tasks for review and approval prior to printing and / or distribution.

8.1 Initial Public Outreach

- A. Project planning & coordination with project team - Meet initially with the VILLAGE and project team to strategize together on project planning with regards to the public and affected parties.
- B. Attend Design Progress Meetings - Attend project progress meeting to obtain the most up-to-date information from the engineer on the status of the project.
- C. Attend Construction Progress Meetings - Attend project progress meeting to obtain the most up-to-date information from the engineer on the status of the project.
- D. Attend Coordination Meetings with Village of Estero - Attend coordination meetings with Village of Estero staff/officials to obtain the most up-to-date information of the project.

8.2 Design Public Involvement Activities

- A. Prepare mailing list database - Identify residents and businesses in the project area, permit and review agencies, property owners and tenants adjacent to and other interested parties that may be designated by the VILLAGE and prepare a mailing database of all such entities. The database will be added to and/or updated on an as-needed basis.
- B. Prepare email database - Develop a comprehensive email database for all elected officials, agencies, property owners, tenants, and interested parties. The databases will be added to and/or updated on an as-needed basis.
- C. Project Kick-off newsletter (1) - Prepare a project kick-off newsletter addressing frequently asked questions for distribution to elected officials, public officials, property and business owners, stakeholders and other interested parties. Send out newsletter to distribution list.

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- D. Project PowerPoint Presentation - Develop a project PowerPoint Presentation to be used for meetings. Assist with the PowerPoint Presentation.
- E. Communicate & coordinate onsite visits with affected parties - Schedule and attend onsite meetings with property owners/tenants to discuss their concerns.
- F. Advanced Notification - Prepare a notification letter to elected officials/agencies, property owners and interested parties.
- G. Preparation of press release, media/media interviews - At the beginning of and throughout the project as needed, provide press releases to media and assist with media interviews.

8.3 Design Public Meetings (3)

- A. Secure meeting sites - Coordinate with VILLAGE staff and investigate potential meeting sites to advise the VILLAGE on their suitability.
- B. Newsletters (3) - Prepare newsletter for distribution to elected officials, public officials, property owners along the corridor, review committee members and other interested parties. Sent out newsletters.
- C. Prepare press release for public meetings - Provide press releases to announcing the public meeting.
- D. Prepare advertisements (legal ad) (3)
- E. Prepare a public information meeting advertisement to be placed in the News-Press.
- F. Develop & prepare meeting materials - Prepare the necessary materials for use in public meeting including materials such as hand-outs, scripts or agenda for presentation, graphics for presentation (to be mounted on boards district specify), briefing and debriefing of VILLAGE staff, displays of plans and report(s) for the public display, etc.
- G. Attend, Setup and Breakdown at Public Information Meetings (3) - Schedule and attend three (3) public meetings, assisting with meeting setup and breakdown.
- H. Tech Memorandum - Prepare a summary of the public meeting that includes all copies of all materials shown or provided at the public meeting. The summary shall also include a listing of all written comments made during or after the meeting and responses to those written comments in the form of a meeting summary.

8.4 Public Inquiries – respond and record requests/concerns from the public

TASK 9.1 - REIMBURSABLE EXPENSES

- A. CONTRACT PLANS – this service includes the reproduction of contract plans as required for completion of the project.
- B. CONTRACT SPECIFICATIONS – this service includes the reproduction of contract specifications as required for completion of the project.
- C. MISCELLANEOUS – This service includes the miscellaneous reimbursable costs including deliveries, mail, etc. as required for completion of the project.

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THE VILLAGE OF ESTERO
SEE SEE STREET – UTILITY EXPANSION PROJECT

APRIL 17, 2023
PAGE 11 OF 12

PAYMENT OF SERVICES

We will perform the above services, on an hourly basis (unless otherwise noted), invoiced monthly, as services are rendered as follows:

Task 1.0 – Project Management	\$ 20,000
Task 2.1 – Data Collection	\$ 5,000
Task 2.2 – Hydraulic Modeling	\$ 15,000
Task 2.3 – Property Acquisition Coordination	\$ 5,000
Task 2.4 – Funding Assistance	\$ 5,000
Task 2.5 – Assessment Assistance	\$ 5,000
Task 2.6 – Utility Easement/Right-of-Way Acquisition Assistance	\$ 10,000
Task 3.1 – Surveying	\$ 20,000
Task 3.2 – Subsurface Utility Exploration (S.U.E.)	\$ 24,500
Task 4.0 – Geotechnical Investigations	\$ 2,000
Task 5.1 – Preliminary Design	\$ 8,500
Task 5.2 – 60%, 90%, and 100% Construction Plans	\$ 40,000
Task 6.0 – Permitting	\$ 15,000
Task 7.1 – Bidding	\$ 5,000
Task 7.2 – Construction Phase Services	\$ 20,000
Task 8.1 – Initial Public Outreach	\$ 5,000
Task 8.2 – Design Public Involvement Activities	\$ 10,000
Task 8.3 – Design Public Meetings	\$ 19,000
Task 8.4 – Public Inquiries	\$ 1,500
Task 9.1 – Reimbursables	<u>\$ 5,000</u>
GRAND TOTAL:	\$ 240,500

It should be noted that this proposal does **NOT** include the following:

1. Permit Application Fees.

*Conditions per continuing services contract with the Village of Estero.

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THE VILLAGE OF ESTERO
SEE SEE STREET – UTILITY EXPANSION PROJECT

APRIL 17, 2023
PAGE 12 OF 12

PRELIMINARY SCHEDULE

1. Notice to Proceed	0 Days
2. Data Collection (Includes Survey, Geotech, SUE)	90 Days
3. Preliminary Design & Modeling	120 Days
4. 60% Plans	30 Days
5. 90% Plans	60 Days
6. Permitting and 100% Plans	60 Days
7. Bidding	30 Days
8. Construction	(Per Contractor)

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VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: EC2022-05

Project Name: See See Street UEP Design & Permitting

Please check as appropriate:

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

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

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

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

Signed: 
Vendor

Printed Name Carrie Snyder, Controller

Company Name: BEI Engineering Group Inc
dba Banks Engineering

Date: 4/27/2023

NAMES & ADDRESSES OF OWNERS

NOTE: Please list individuals; the listing of a corporation(s) is **NOT** acceptable.

Thomas Lehnert, 3411 SW 27th Ave, Cape Coral, FL 33914

Samuel Marshall, 4413 E Riverside Dr, Fort Myers, FL 33905

David Underhill, Jr , 11488 Night Heron Drive, Naples, FL 34119

Richard Ritz, 1434 Winkler Ave, Fort Myers, FL 33901

Todd Rebol, 175 Sarah Street, Punta Gorda, FL 33950

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 3, 2023

Agenda Item:

RFQ 2023-01 Supplemental Staffing Services

Action Requested - Approve Village Staff's recommendation to select all three firms, Atkins, Legacy Professional Solutions and RVi Planning + Landscape Architecture, to provide supplemental staffing to the Village of Estero.

Authorize staff to negotiate contracts with one or more of the firms to provide supplemental staffing.

Background:

As the Village of Estero continues to grow with both additional private development and additional Village initiated projects, it can become challenging for the Village's limited Staff to keep up with each project's needs.

There are also some areas of expertise such as traffic engineer, landscape architect and architect that are now needed more regularly by the Village for the review of private development and executing Village projects. In the past, these services have been contracted on an as needed, project by project basis. This has been challenging due to the extended time it can take to find consultants and getting contracts executed.

Description:

In keeping with the Village's government light model, these services are proposed to be provided by private firms instead of hiring new full-time staff.

The Village of Estero advertised Supplemental Staffing RFQ 2023-01 March 13, 2023, and received responses from three qualified firms (Atkins, Legacy Professional Solutions and RVi Planning + Landscape Architecture) on April 11, 2023. Village Staff met on April 21, 2023 and determined all three firms were well qualified to provide the requested services and it would be in the best interest of the Village to select all three firms.

The action requested approves the recommended pool of vendors and authorizes the negotiation of contracts and compensation on an as-needed basis.

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

Action Requested:

Action Requested - Approve Village Staff's recommendation to select all three firms, Atkins, Legacy Professional Solutions and RVi Planning + Landscape Architecture, to provide supplemental staffing to the Village of Estero.

Authorize staff to negotiate contracts with one or more of the firms to provide supplemental staffing.

Process and Timeline:

This agenda item includes approval of the umbrella contract for supplemental staffing services. No work is approved under this contract.

Village Staff will work with one or more of the selected firms to provide supplemental staffing to the Village of Estero.

Financial Impact:

Financial impacts will be identified with future task authorizations.

Prepared by: David Willems, P.E.

Attachments:

1. Ownership Disclosure - Atkins
2. Ownership Disclosure – Legacy Professional Solutions
3. Ownership Disclosure – RVi Planning + Landscape Architecture
4. April 21, 2023 Evaluation Meeting Minutes
5. Contract – Atkins
6. Contract – Legacy Professional Solutions
7. Contract – RVi Planning + Landscape Architecture

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: RFQ 2022-01

Project Name: SUPPLEMENTAL STAFFING SERVICES TO THE VILLAGE OF ESTERO

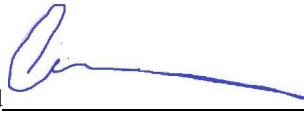
Please check as appropriate:

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

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

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

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

Signed 

Vendor

Printed Name Charlotte Maddox

Company Name: Atkins North America, Inc.

Date: 4/24/2024

NAMES & ADDRESSES OF OWNERS

NOTE: Please list individuals; the listing of a corporation(s) is **NOT** acceptable.

Atkins North America Holdings LLC – N/A- no one individual owns greater 5%_____

[illegible]

RFQ No.: RFQ 2023-01

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

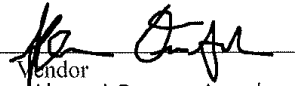
Project No.: RFQ 2023-01

Project Name: SUPPLEMENTAL STAFFING SERVICES TO THE VILLAGE OF ESTERO

Please check as appropriate:

- ☒ I am the sole proprietor/owner. The company is not publicly held.
- ☐ The company is not publicly held.
The names and addresses of the owners having a greater than 5% interest is attached.
- ☐ The company is publicly held.
The names and addresses of the owners having a greater than 5% interest is attached.

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

Signed: 
Vendor
Printed Name Akwasi Owusu-Ansah

Company Name: Legacy Professional Solutions LLC

Date: 4/5/2023

RVi Planning + Landscape Architecture

RFQ No.: RFQ 2023-01

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: RFQ 2023-01

Project Name: Supplemental Staffing Services to the Village of Estero

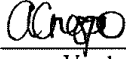
Please check as appropriate:

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

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

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

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

Signed: 

Vendor

Printed Name Alexis Crespo, AICP, LEED AP

Company Name: RVi Planning + Landscape Architecture, Inc.

Date: April 4, 2023

RVI Planning + Landscape Architecture

RFQ No.: RFQ 2023-01

NAMES & ADDRESSES OF OWNERS

NOTE: Please list individuals; the listing of a corporation(s) is **NOT** acceptable.

Christopher K. Crawford, 1611 West 5th Street, Suite 175, Austin TX 78703

(Crawford is the only individual person who owns a share greater than 5 percent)

MEMORANDUM

To: PROJECT FILE, MINUTES OF MEETING
From: Purchasing
RE: **RFQ 2023-01 SUPPLEMENTAL STAFFING SERVICES
EVALUATION MEETING**

MEETING DATE: April 21, 2023 TIME: 10:00 AM

COMMITTEE MEMBERS: Steve Sarkozy (Chair), David Willems, Mary Gibbs

At 10:00 a.m. the Evaluation Committee meeting was called to order by Bob Franceschini, Procurement Manager. Introductions were put on the record by everyone in attendance. The meeting was then turned over to the Chair of the Committee, Steve Sarkozy.

The RFQs were discussed with the goal of evaluating and ranking them. The committee agreed that the 3 firms submitting were all qualified; and determined that it would be in the best interest of the Village to award contracts to all 3 firms. The firms are: Atkins North America, Inc.; Legacy Professional Solutions LLC; and RVi Planning + Landscape Architecture, Inc.

A motion to approve to approve the 3 firms and recommend award of a contract to each was made by David Willems and seconded by Mary Gibbs, and then called and carried with no further questions.

The meeting was adjourned at 10:30 a.m.

THIS AGREEMENT, is made and entered into this ____ day of _____ 20____ by and between the Village of Estero, a municipal corporation of the State of Florida, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, hereinafter referred to as the "Village," and Atkins North America, Inc. whose address is 4030 Boy Scout Boulevard, Tampa, FL 33607, hereinafter referred to as the "Bidder."

WITNESSETH

WHEREAS, the Village has determined that it is necessary to retain the Bidder for the purpose of providing Supplemental Staffing Services on an annual basis; and

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

WHEREAS, the Bidder is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of Village of Estero Bid No. RFQ 2023-01; and

WHEREAS, the Bidder's proposal was reviewed and selected pursuant to RFQ 2023-01 on May 3, 2023 by the Village Council; and

WHEREAS, the Village, has determined that it would be in the best interest of the Village to award a contract to Bidder for the rendering of those services described in the Scope of Services until May 3, 2026 with the option to renew for one (1) additional three (3) year period.

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

ARTICLE 1.

RECITALS & INCORPORATION OF DOCUMENTS

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

1.2 Village Bid Package RFQ 2023-01 Supplemental Staffing Services to The Village of Estero, consisting of pages 1 through and including 28, Addendum 1, and the Proposal submitted by Bidder dated April 11, 2023 are hereby specifically made part of this Agreement as if same had been set forth at length herein.

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

- 1) Bid Package RFQ 2023-01 Supplemental Staffing Services to The Village of Estero and any Exhibits or Addenda thereto;
- 2) This Agreement and any Exhibits or Amendments thereto;
- 3) The Proposal submitted by Bidder.

ARTICLE 2.
BIDDER'S SCOPE OF SERVICES

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

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

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

ARTICLE 3.
COMPENSATION AND PAYMENT OF BIDDER'S SERVICES

3.1. Village will pay Bidder for those tasks listed in the Scope of Services actually performed by Bidder. The total payment to Bidder will not exceed a to be determined dollar amount on an engagement-by-engagement basis for Bidder's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

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

3.3. Payment for tasks will be on a Lump Sum/Hourly Rate on an engagement-by-engagement basis as per Exhibit B attached hereto.

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

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

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

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

ARTICLE 4. **BIDDER'S RESPONSIBILITIES**

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

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

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

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

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

4.6 The Village's NPDES Permit requires Contractors performing work that includes Roadway, Drainage and Stormwater Maintenance to adhere to the following:

- Crew leads are to complete illicit discharge and illegal dumping training and report any illicit discharges or illegal dumping discovered during daily job duties to the Village of Estero Public Works. In addition, crew leads are required to watch this video (link below) annually and provide written confirmation of the viewing. <http://wbt.dot.state.fl.us/ois/IllicitDischarge/index.htm>
- Any soil disturbing activities must comply with NPDES permit requirements including plans for temporary and permanent erosion control measures.

ARTICLE 5. OWNERSHIP AND USE OF DOCUMENTS

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

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

ARTICLE 6. VILLAGE'S RESPONSIBILITIES

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

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

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

efforts to obtain permission for reasonable access and entry to any private property required by Bidder to perform the services described in this Agreement.

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

ARTICLE 7. TERM / TERMINATION

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

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

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

ARTICLE 8. NOTICES

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

Bidder: Atkins North America, Inc.

Village: Steve Sarkozy

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

ARTICLE 9. ASSIGNMENT

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

assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement any obligations incorporated herein.

ARTICLE 10.

EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

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

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

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

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

ARTICLE 11.

GOVERNING LAW / VENUE

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

ARTICLE 12.

INDEPENDENT CONTRACTOR STATUS

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

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

ARTICLE 13.

AUDIT AND RECORDS REQUIREMENTS

13.1. Bidder will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available

and accessible at Bidder's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Bidder will notify the Village and deliver to the Village any records the Village requests. Bidder will require all subconsultants and subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Bidder and the subconsultant or subcontractor.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE ESTERO VILLAGE CLERK (CUSTODIAN OF PUBLIC RECORDS) AT 239-221-5035, records@estero-fl.gov, OR VILLAGE HALL, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FL 33928.

ARTICLE 14. INDEMNIFICATION

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

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

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

ARTICLE 15.
EMPLOYEE RESTRICTIONS

15.1. The Village of Estero will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Village shall consider employment by any contractor or subconsultant or subcontractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Bidder of the employment provisions contained in Section 274A(e) of the INA will be grounds for termination of this Agreement by the Village.

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

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

ARTICLE 16.
NO CONTINGENT FEES

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

ARTICLE 17.
TRUTH-IN-NEGOTIATION CERTIFICATE

17.1. If applicable, in accordance with Section 287.055(4), Florida Statutes, signature of this Agreement by Bidder shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

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

ATKINS NORTH AMERICA, INC.

VILLAGE OF ESTERO

Steve Sarkozy, Village Manager

Exhibit List:

Exhibit A – Scope of Services

Exhibit B – Pricing Proposal

EXHIBIT A

SUPPLEMENTAL STAFFING SERVICES

STATEMENT OF WORK

A. PROJECT OVERVIEW

To provide supplemental staffing services on an as requested basis.

B. SCOPE OF SERVICES

Staffing positions shall include but are not limited to the following: Project Manager, Landscape Architect, Planner, Engineer, Community Outreach, Transportation Engineer, Drainage Engineer, Architect, and Lighting Engineer/Expert.

C. SCHEDULE

As scheduled and requested.

D. COMPENSATION

To Be Determined on an engagement-by-engagement basis (see Exhibit B).

EXHIBIT B
PRICING PROPOSAL

To Be Determined on an engagement-by-engagement basis.

THIS AGREEMENT, is made and entered into this ____ day of _____ 20____ by and between the Village of Estero, a municipal corporation of the State of Florida, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, hereinafter referred to as the "Village," and Legacy Professional Solutions LLC whose address is 3745 NE 171st Street, Suite 79, North Miami Beach, FL 33160, hereinafter referred to as the "Bidder."

WITNESSETH

WHEREAS, the Village has determined that it is necessary to retain the Bidder for the purpose of providing Supplemental Staffing Services on an annual basis; and

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

WHEREAS, the Bidder is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of Village of Estero Bid No. RFQ 2023-01; and

WHEREAS, the Bidder's proposal was reviewed and selected pursuant to RFQ 2023-01 on May 3, 2023 by the Village Council; and

WHEREAS, the Village, has determined that it would be in the best interest of the Village to award a contract to Bidder for the rendering of those services described in the Scope of Services until May 3, 2026 with the option to renew for one (1) additional three (3) year period.

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

ARTICLE 1.

RECITALS & INCORPORATION OF DOCUMENTS

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

1.2 Village Bid Package RFQ 2023-01 Supplemental Staffing Services to The Village of Estero, consisting of pages 1 through and including 28, Addendum 1, and the Proposal submitted by Bidder dated April 11, 2023 are hereby specifically made part of this Agreement as if same had been set forth at length herein.

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

- 1) Bid Package RFQ 2023-01 Supplemental Staffing Services to The Village of Estero and any Exhibits or Addenda thereto;
- 2) This Agreement and any Exhibits or Amendments thereto;
- 3) The Proposal submitted by Bidder.

ARTICLE 2.
BIDDER'S SCOPE OF SERVICES

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

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

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

ARTICLE 3.
COMPENSATION AND PAYMENT OF BIDDER'S SERVICES

3.1. Village will pay Bidder for those tasks listed in the Scope of Services actually performed by Bidder. The total payment to Bidder will not exceed a to be determined dollar amount on an engagement-by-engagement basis for Bidder's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

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

3.3. Payment for tasks will be on a Lump Sum/Hourly Rate on an engagement-by-engagement basis as per Exhibit B attached hereto.

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

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

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

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

ARTICLE 4. **BIDDER'S RESPONSIBILITIES**

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

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

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

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

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

4.6 The Village's NPDES Permit requires Contractors performing work that includes Roadway, Drainage and Stormwater Maintenance to adhere to the following:

- Crew leads are to complete illicit discharge and illegal dumping training and report any illicit discharges or illegal dumping discovered during daily job duties to the Village of Estero Public Works. In addition, crew leads are required to watch this video (link below) annually and provide written confirmation of the viewing. <http://wbt.dot.state.fl.us/ois/IllicitDischarge/index.htm>
- Any soil disturbing activities must comply with NPDES permit requirements including plans for temporary and permanent erosion control measures.

ARTICLE 5. OWNERSHIP AND USE OF DOCUMENTS

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

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

ARTICLE 6. VILLAGE'S RESPONSIBILITIES

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

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

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

efforts to obtain permission for reasonable access and entry to any private property required by Bidder to perform the services described in this Agreement.

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

ARTICLE 7. TERM / TERMINATION

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

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

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

ARTICLE 8. NOTICES

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

Bidder: Legacy Professional Solutions LLC Village: Steve Sarkozy

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

ARTICLE 9. ASSIGNMENT

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

assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement any obligations incorporated herein.

ARTICLE 10.

EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

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

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

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

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

ARTICLE 11.

GOVERNING LAW / VENUE

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

ARTICLE 12.

INDEPENDENT CONTRACTOR STATUS

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

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

ARTICLE 13.

AUDIT AND RECORDS REQUIREMENTS

13.1. Bidder will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available

and accessible at Bidder's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Bidder will notify the Village and deliver to the Village any records the Village requests. Bidder will require all subconsultants and subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Bidder and the subconsultant or subcontractor.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE ESTERO VILLAGE CLERK (CUSTODIAN OF PUBLIC RECORDS) AT 239-221-5035, records@estero-fl.gov, OR VILLAGE HALL, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FL 33928.

ARTICLE 14. INDEMNIFICATION

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

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

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

ARTICLE 15.
EMPLOYEE RESTRICTIONS

15.1. The Village of Estero will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Village shall consider employment by any contractor or subconsultant or subcontractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Bidder of the employment provisions contained in Section 274A(e) of the INA will be grounds for termination of this Agreement by the Village.

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

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

ARTICLE 16.
NO CONTINGENT FEES

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

ARTICLE 17.
TRUTH-IN-NEGOTIATION CERTIFICATE

17.1. If applicable, in accordance with Section 287.055(4), Florida Statutes, signature of this Agreement by Bidder shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

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

LEGACY PROFESSIONAL SOLUTIONS VILLAGE OF ESTERO
LLC

Steve Sarkozy, Village Manager

Exhibit List:
Exhibit A – Scope of Services
Exhibit B – Pricing Proposal

EXHIBIT A

SUPPLEMENTAL STAFFING SERVICES

STATEMENT OF WORK

A. PROJECT OVERVIEW

To provide supplemental staffing services on an as requested basis.

B. SCOPE OF SERVICES

Staffing positions shall include but are not limited to the following: Project Manager, Landscape Architect, Planner, Engineer, Community Outreach, Transportation Engineer, Drainage Engineer, Architect, and Lighting Engineer/Expert.

C. SCHEDULE

As scheduled and requested.

D. COMPENSATION

To Be Determined on an engagement-by-engagement basis (see Exhibit B).

EXHIBIT B
PRICING PROPOSAL

To Be Determined on an engagement-by-engagement basis.

THIS AGREEMENT, is made and entered into this ____ day of _____ 20____ by and between the Village of Estero, a municipal corporation of the State of Florida, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, hereinafter referred to as the "Village," and RVi Planning + Landscape Architecture, Inc. whose address is 28100 Bonita Grande Drive, Suite 305, Bonita Springs, FL 34135, hereinafter referred to as the "Bidder."

WITNESSETH

WHEREAS, the Village has determined that it is necessary to retain the Bidder for the purpose of providing Supplemental Staffing Services on an annual basis; and

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

WHEREAS, the Bidder is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of Village of Estero Bid No. RFQ 2023-01; and

WHEREAS, the Bidder's proposal was reviewed and selected pursuant to RFQ 2023-01 on May 3, 2023 by the Village Council; and

WHEREAS, the Village, has determined that it would be in the best interest of the Village to award a contract to Bidder for the rendering of those services described in the Scope of Services until May 3, 2026 with the option to renew for one (1) additional three (3) year period.

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

ARTICLE 1.

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

1.2 Village Bid Package RFQ 2023-01 Supplemental Staffing Services to The Village of Estero, consisting of pages 1 through and including 28, Addendum 1, and the Proposal submitted by Bidder dated April 11, 2023 are hereby specifically made part of this Agreement as if same had been set forth at length herein.

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ARTICLE 2.
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6.3. The Village will provide reasonable access and entry to all public property required by Bidder to perform the services described in this Agreement. All such access and entry shall be provided at the Village's expense. The Village will also use reasonable

efforts to obtain permission for reasonable access and entry to any private property required by Bidder to perform the services described in this Agreement.

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

ARTICLE 7. TERM / TERMINATION

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

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

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

ARTICLE 8. NOTICES

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

Bidder: RVi Planning + Landscape Architecture Village: Steve Sarkozy

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

ARTICLE 9. ASSIGNMENT

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

assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement any obligations incorporated herein.

ARTICLE 10.

EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

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

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

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

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

ARTICLE 11.

GOVERNING LAW / VENUE

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

ARTICLE 12.

INDEPENDENT CONTRACTOR STATUS

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

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

ARTICLE 13.

AUDIT AND RECORDS REQUIREMENTS

13.1. Bidder will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available

and accessible at Bidder's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Bidder will notify the Village and deliver to the Village any records the Village requests. Bidder will require all subconsultants and subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Bidder and the subconsultant or subcontractor.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE ESTERO VILLAGE CLERK (CUSTODIAN OF PUBLIC RECORDS) AT 239-221-5035, records@estero-fl.gov, OR VILLAGE HALL, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FL 33928.

ARTICLE 14. INDEMNIFICATION

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

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

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

ARTICLE 15.
EMPLOYEE RESTRICTIONS

15.1. The Village of Estero will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Village shall consider employment by any contractor or subconsultant or subcontractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Bidder of the employment provisions contained in Section 274A(e) of the INA will be grounds for termination of this Agreement by the Village.

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

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

ARTICLE 16.
NO CONTINGENT FEES

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

ARTICLE 17.
TRUTH-IN-NEGOTIATION CERTIFICATE

17.1. If applicable, in accordance with Section 287.055(4), Florida Statutes, signature of this Agreement by Bidder shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

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

RVi PLANNING + LANDSCAPE
ARCHITECTURE, INC.

VILLAGE OF ESTERO

Steve Sarkozy, Village Manager

Exhibit List:
Exhibit A – Scope of Services
Exhibit B – Pricing Proposal

EXHIBIT A

SUPPLEMENTAL STAFFING SERVICES

STATEMENT OF WORK

A. PROJECT OVERVIEW

To provide supplemental staffing services on an as requested basis.

B. SCOPE OF SERVICES

Staffing positions shall include but are not limited to the following: Project Manager, Landscape Architect, Planner, Engineer, Community Outreach, Transportation Engineer, Drainage Engineer, Architect, and Lighting Engineer/Expert.

C. SCHEDULE

As scheduled and requested.

D. COMPENSATION

To Be Determined on an engagement-by-engagement basis (see Exhibit B).

EXHIBIT B
PRICING PROPOSAL

To Be Determined on an engagement-by-engagement basis.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 3, 2023

Agenda Item:

Resolution No. 2023-10 Amendment to Ordinance No. 2015-05 Travel/Per Diem

Motion to approve Resolution No. 2023-10.

Background:

On June 3, 2015 Ordinance No. 2015-05 was adopted by Village Council. The purpose of the Village of Estero Travel Policy (hereinafter "Travel Policy") is to effectively allocate limited funds available for business related expenses, including training and professional development of elected and appointed officials and employees. This Travel Policy is established to pay for and reimburse all allowable expenditures, while reducing required paperwork to a minimum. Business and travel expenditures, as with other purchases, represent an expenditure of Village funds. Each employee is responsible for assuring that expenditures are prudent and necessary.

Description:

Florida Statutes establishes a default travel approval and expense policy for Florida state and local agencies.

Florida Statutes authorizes Florida's municipalities to provide for a per diem and travel expense policy for its travelers which varies from the provisions, and to thereafter be exempt from the provisions.

From time to time, it becomes necessary to evaluate the travel policy. The following adjustments are proposed to the travel policy:

Remove the following time clarifications to Section D (1):

- (1) For purposes of reimbursement, the allowance for meals will be based upon the following schedule:
 - (a) Breakfast allowance will be made when travel begins before 6:00 a.m. and extends beyond 9:00 a.m.

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(b) Lunch allowance will be made when travel begins before 11:00 a.m. and extends beyond 2:00 p.m.

(c) Dinner allowance will be made when travel begins before 6:00 p.m. and extends beyond 7:00 p.m., or when travel occurs during nighttime hours due to special assignment.

Increase the per diem amounts as follows under section E (2) (a):

Old Per Diem Rates		New Per Diem Rates	
Meal	Allowance	Meal	Allowance
Breakfast	\$14.00	Breakfast	\$15.00
Lunch	\$20.00	Lunch	\$25.00
Dinner	\$35.00	Dinner	\$40.00

Increase daily tips amount from \$5.00 per day to \$10.00 per day under section H (6).

Action Requested:

Motion to approve Resolution No. 2023-10.

Process and Timeline:

Changes will take effect upon signature of the Resolution.

Financial Impact:

Budget impact will be minimal.

Prepared by: Kevin Greenville, CPA

Attachments:

1. Resolution No. 2023-10
2. Ordinance No. 2015-05

RESOLUTION NO. 2023 - 10

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF ESTERO, FLORIDA, ADOPTING A REVISED
TRAVEL AND EXPENSE REIMBURSEMENT POLICY;
MAKING RELATED FINDINGS; AND PROVIDING FOR
SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, Florida Statutes § 112.061 establishes a default travel approval and expense policy for Florida state and local agencies; and

WHEREAS, Florida Statutes § 166.021(9)(b) authorizes Florida's municipalities to provide for a per diem and travel expense policy for its travelers which varies from the provisions of § 112.061, and to thereafter be exempt from the provisions of § 112.061; and

WHEREAS, Florida Statutes § 166.021(9)(c) requires that any claim authorized or required to be made under any per diem and travel expense policy of a municipality or agency thereof must contain a statement that the expenses were actually incurred by the traveler as necessary travel expenses in the performance of official duties and shall be verified by a written declaration that it is true and correct as to every material matter; and

WHEREAS, the Village of Estero initially adopted a travel and expense policy on June 3rd 2015, through adoption of Ordinance 2015-05, which ordinance authorized subsequent revisions to the travel and reimbursement policy by resolution; and

WHEREAS, the United States General Services Administration have increased their per diem and meal reimbursement rates beyond the rates currently in place for the Village, and both the effects of inflation and the Village's actual experience with using the expense rates set forth in the 2015 policy have demonstrated that the policy no longer adequately provides for full reimbursement of the actual reasonable expenses incurred by Village employees and officials as they travel to execute their duties; and

WHEREAS, the Village Manager has recommended the adoption of the procedures and rates set forth in this Resolution, and the Village Attorney has reviewed and approved of these procedures and rates as being compliant with Florida law; and

WHEREAS, the Village Council finds that it is in the Village's best interests to adopt the new travel and expense reimbursement policies set forth in this Resolution.

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

Section 1. The following travel and expense procedures shall be followed by Village officials and staff:

A. Authority to incur travel, training and business expenses.

- (1) Village employees and officials, including members of the Village Council (herein referred to as "Traveler") who is authorized to travel to attend a convention, conference, seminar, meeting, fact finding trip, or other for any other matter on behalf on the Village or in connection with official Village business, and when the expenses are within the intent of the Village's adopted budget, shall be reimbursed for expenses pursuant to the provisions of this policy. For purposes of this policy, a Traveler's attendance at educational seminars, conferences, or meetings which will provide training or information which will allow the Traveler to better perform her or his duties shall be considered Village business. In the event any provision of this policy is inconsistent with a provision of the Village's adopted Personnel Policy, that Personnel Policy shall control.
- (2) Traveling expenses shall be limited to those expenses necessarily incurred by the Traveler in the performance of duties related to the functions and responsibilities of the Village.
- (3) Business expenses shall apply to those expenditures which are incurred in the performance of the public purpose to be performed, including meetings with governmental officials, seminars and training programs, fact finding trips, recruitment of key Village personnel candidates or economic development opportunities, community promotion, meeting with state and federal officials to advance the Village's interests or to advocate for the Village's policy positions, and any other related activities essential to the performance of the public purpose.

B. Authorization process; travel advances.

- (1) If a Village Council Member or the Village Manager find it necessary to incur travel and business expenses, and when the expenses are within the intent of the adopted budget, the expenditures are authorized. Wherever possible, all travel by other Village officials or employees must have prior authorization by the Village Manager. Village employees or officials other than Council Members seeking to travel on Village business shall inform the Village Manager of the Traveler's itinerary, the estimated costs, and whether or not a travel advance is requested.
- (2) The Village Manager is authorized to approve travel requests of Village employees and officials other than Council Members. All travel by Travelers other than Village Council Members or the Village Manager must have prior authorization through the completion of a travel authorization form showing the itinerary, the source of funding, and whether or not a travel advance is needed.
- (3) Travel advances may be issued to authorized travelers prior to departure on an authorized trip. The cash amount will be based on a schedule commensurate with the known expenses as stated in the travel authorization. The authorized Traveler receiving a travel advance must keep a record of all travel expenses and report such expenses with appropriate receipts to the Village Finance Director or designee. If a travel advance exceeds the actual expenses

incurred, the Traveler shall reimburse to the Village any excess advance paid within twenty (20) days of returning from the travel.

C. Forms and finance verification.

The Village Manager or designee is authorized to develop and make available to Travelers standard forms to be used by Travelers to submit travel requests, expenses, reimbursements and mileage allowances. The Village Finance Director or designee shall cause requests for travel expenses and reimbursements to be verified as required by § (I) below before payment is made.

D. Schedule for meal allowance and accommodations.

- (1) Hotel or accommodation allowance will be made when travel extends overnight. Employees traveling with a spouse or guest will pay any cost differences incurred by or as a result of the spouse or guest's stay.
- (2) Due to their proximity to the Village, no expenses for hotel accommodations in Lee or Collier Counties shall be reimbursed unless approved by the Council due to unusual circumstances.

E. Per diem.

- (1) When the period of travel conforms to the schedule of allowances in § (D) above, all authorized Travelers may be allowed per diem when traveling to a convention, conference, seminar, activity or on Village-related business which serves a public purpose.
- (2) Composition of per diem.
 - (a) After Per diem, without need of a receipt, will consist of the basic travel allowance for meals as listed below and actual hotel or accommodation charges when the period of travel extends overnight:

Meal	Allowance
Breakfast	\$ 15.00
Lunch	25.00
Dinner	40.00
 - (b) When a meal is included in the cost of registration or admission to a seminar, conference, etc., per diem shall not be paid for that meal.
 - (c) Actual meal charges above those stated herein may be reimbursed if accompanied by a receipt and justification for incurring the additional cost. Hotel or accommodation charges must be single occupancy rate and substantiated by receipt.
 - (d) Per diems are as stated above or the Federal Per Diem Rate for the location per the United States Federal Travel Regulation (FTR) and Code of Federal Regulations (CFR)

chapters 300-304, whichever is greater. If the Federal Per Diem Rate is to be used, then the current breakdown for Meals and Incidental Expenses as indicated in the Federal Travel Regulation must be used accordingly.

- (3) Tips and gratuities for meals are included in the basic travel allowance for meals. When actual meal charges are reimbursed, 15 percent may be added to the meal charges, provided that the cost is stated on the receipt.

F. Transportation.

- (1) All travel must be on a convenient and mainly traveled route. If a Traveler travels by an indirect route for her or his convenience, any extra cost shall be borne by the Traveler. Reimbursement for expenses shall be made accordingly.
- (2) If the Traveler is to travel by her or his privately owned vehicle, the Traveler shall be entitled to a mileage rate of \$0.62.5 per mile or the prevailing rate allowed by the Internal Revenue Service, whichever is greater.
- (3) Transportation by a common carrier which has not been prepaid and for which the authorized traveler seeks reimbursement must be substantiated by an official paid receipt from the common carrier.
- (4) Transportation by charter vehicles may be authorized when it is determined to be the most economical method of travel, when considering the nature of the business, the number of Travelers making the trip, and the most efficient and economical means of travel (considering the time of the Traveler, cost of transportation and subsistence required).

G. Exceptions to transportation reimbursement.

- (1) Travelers shall not be allowed either mileage or transportation expenses when they are transported gratuitously by another person, or when they are transported by another authorized Traveler who is entitled to mileage or transportation expense.
- (2) When a privately-owned vehicle is used to travel on Village business, apart from the standard per-mile mileage reimbursement, no reimbursement for expenditures related to the operation, maintenance, repair, depreciation, and ownership of a vehicle shall be allowed.

H. Reimbursable incidental expenses.

An authorized Traveler may be reimbursed for incidental travel expenses incurred during travel. These incidental travel expenses include, but are not limited to, the following:

- (1) Taxi, ferry and airport limousine fares.
- (2) Bridge, road and tunnel tolls.

- (3) Storage and parking fees (unless a Traveler's disability requires valet parking, Travelers shall use lower cost self-parking vs. valet parking where self-parking is available at the facility).
- (4) Telephone, internet access, and technology access charges relating to Village business.
- (5) Registration, convention or tuition fees not prepaid by the Village.
- (6) Tips, other than for food, not to exceed \$10.00 per day.
- (7) Personal hotel land line calls not able to be made for free via cell phone not to exceed \$5.00 per day.

I. Verification of expense claims.

Claims submitted pursuant to this policy shall be signed by the authorized Traveler and shall be verified by a written declaration that it is true and correct as to every material matter. In addition to any statutory penalty for falsely claiming or receiving travel related expense payments, any person who received a travel allowance, advance or reimbursement under this policy by means of knowingly submitting a false claim shall be liable for the repayment of the amount into the public fund from which the claim was paid.

Section 2. If any section, subsection, sentence, clause, provision, or word of this Resolution is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Resolution shall not be affected by such invalidity, such that any remainder of the Resolution shall withstand any severed provision, as the Village Council would have adopted the Resolution even absent the invalid part.

Section 3. Any prior motion, policy, procedure or Resolution adopted by the Village Council which is in conflict with this Resolution is hereby repealed.

Section 4. This Resolution shall take effect immediately upon adoption.

ADOPTED this 3rd day of May, 2023, by the Village Council of the Village of Estero, Florida.

VILLAGE OF ESTERO, FLORIDA

Attest:

By: _____
Jon McLain, Mayor

By: _____
Carol Sacco, Village Clerk

VILLAGE OF ESTERO, FLORIDA

ORDINANCE NO. 2015 - 05

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE
VILLAGE OF ESTERO, FLORIDA, ESTABLISHING AND
ADOPTING UNIFORM TRAVEL POLICIES AND
PROCEDURES; PROVIDING A PROCESS FOR AMENDING
TRAVEL POLICIES AND PROCEDURES; PROVIDING FOR
SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Article VIII of the State Constitution and Chapter 166 of the Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Village of Estero desires to regulate travel policies and procedures for the Village of Estero in order to effectively allocate limited funds available for business related expenses, including training and professional development of elected and appointed officials and employees; and

WHEREAS, travel policies and procedures provide for the reasonable and prudent payment for and reimbursement of allowable expenditures.

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

SECTION ONE. Adoption of Travel Policies and Procedures

The document entitled Travel Policies and Procedures as described in the attached Exhibit "A", attached hereto and incorporated herein, is hereby adopted.

SECTION TWO. Amending Travel Policies and Procedures

The Village Council may amend, by resolution, the subsistence allowance, as provided in Section 7 of this Ordinance, provided such subsistence allowance is appropriated in the annual budget adopted by Village Council.

SECTION THREE. Severability

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

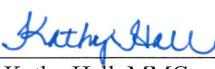
47 **SECTION FOUR.** Effective Date

48
49 This Ordinance shall take effect immediately upon adoption

50
51 **ADOPTED BY THE VILLAGE COUNCIL** of the Village of Estero, Florida this 3rd
52 day of June, 2015.

53
54 Attest:

VILLAGE OF ESTERO, FLORIDA

55
56 By: 
57 Kathy Hall, MMC
58 Village Clerk

By: 
Nicholas Batos
Mayor

59
60
61 Reviewed for legal sufficiency:

62
63 By: 
64 Burt Saunders, Esq.
65 Interim Village Attorney

66
67
68 Vote: AYE NAY
69
70 Mayor Batos ✓ _____
71 Vice Mayor Levitan ✓ _____
72 Councilmember Boesch ✓ _____
73 Councilmember Brown ✓ _____
74 Councilmember Errington ✓ _____
75 Councilmember Ribble ✓ _____
76 Councilmember Wilson Excused _____

EXHIBIT "A"

VILLAGE OF ESTERO, FLORIDA TRAVEL POLICIES AND PROCEDURES

Uniform Travel Policy and Procedures.

Section 1. Purpose

The purpose of the Village of Estero Travel Policy (hereinafter "Travel Policy") is to effectively allocate limited funds available for business related expenses, including training and professional development of elected and appointed officials and employees. This Travel Policy is established to pay for and reimburse all allowable expenditures, while reducing required paperwork to a minimum. Business and travel expenditures, as with other purchases, represent an expenditure of Village funds. Each employee is responsible for assuring that expenditures are prudent and necessary.

Section 2. Definitions

For the purposes of this Travel Policy, the following words shall have the meanings indicated in this Section:

- (1) *Authorized Individual* shall mean a public officer or employee, whether elected or not, who is authorized by the Village Manager to incur travel expenses in the performance of his or her duties, including but not limited to board and committee members performing services on behalf of the Village and persons who are candidates for executive or professional positions.
- (2) *Common Carrier* shall mean a train, bus, commercial airline operating scheduled flights or rental cars of an established rental car firm.
- (3) *Public Employee* shall mean an individual, either elected or appointed, who in the performance of his or her official duties is vested by law with powers of government.

Section 3. Authority to Incur Travel and Business Expenses.

If a member of the Village Council or the Village Manager finds it necessary to incur travel and business expenses, and when the expenses are within the intent of the adopted budget, the expenditures are authorized. All travel and business expenses by public employees must be authorized by the Village Manager.

- a. Traveling expenses shall be limited to those expenses necessarily incurred by the traveler in the performance of duties related to the functions and responsibilities of the Village.
- b. Traveling expenses of prospective employees for the sole purpose of taking merit system or other job placement examinations, interviews, etc. may be authorized by Village Council or the Village Manager.
- c. Business expenses shall apply to those expenditures which are incurred in the performance of a public purpose, including meetings with governmental officials, seminars and training programs, pickup and delivery of parts and equipment, recruitment of personnel, community promotion, and any other related activities.

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Additions are underlined; deletions are ~~stricken through~~

Section 4. Funding.

- a. All travel must have prior authorization through the completion of a travel authorization form showing the itinerary, the source of funding and whether or not a travel advance is needed.
- b. Travel advances may be issued to authorized persons or individuals prior to departure on an authorized trip. The cash amount will be based on a schedule commensurate with the known expenses *as* stated in the travel authorization. All travel reservations for a common carrier must be made by the Village Manager or his authorized representative, with the exception of emergencies that occur after 5:00 p.m. and on weekends, or if the return flight has to be changed or cannot be scheduled. If common carrier tickets are necessary, issuance of such tickets shall be made only upon receipt of a travel authorization with proper approval signatures. The authorized traveler receiving a travel advance must keep a record of all travel expenses and report the same. If an authorized travel advance is less than the approved actual expenses, the difference will be paid to the traveler. If the travel advance is greater than the actual or allowed travel expenses, then the difference shall be reimbursed to the Village within 30 days after return of traveler. Payment shall be made to the Finance Department and all receipts forwarded to the Finance Director or designee.

Section 5. Expense Forms and Regulations.

The Village Manager shall provide forms for travel requests, expenses and reimbursements, and mileage allowances, where applicable, and prescribe such regulations as are reasonable and necessary to effectuate the purpose of this policy. The Finance Director, or person otherwise designated, shall cause requests for travel expenses and reimbursements to be verified before payment is made.

Section 6. Schedule for Meal Allowance and Accommodations.

For the purpose of reimbursements, the allowance for meals will be based on the following schedule where each period covered must be of three (3) hours duration or longer to be valid:

- (1) Breakfast allowance will be made when travel begins before 6:00 a.m. and extends beyond 8:00 a.m. Lunch allowance will be made when travel begins before 12:00 noon and extends beyond 2:00 p.m.
- (2) Dinner allowance will be made when travel begins before 6:00 p.m. and extends beyond 7:00 p.m., or when travel occurs during night time hours due to special assignment.
- (3) Hotel or accommodations allowances will be made when travel extends overnight and requires lodging not within Lee County at the single occupancy rate. An employee taking a guest will pay any cost differences for double occupancy. Only business phone calls will be paid by the Village. Room service expenses will not be reimbursed by the Village.
- (4) No expenses incurred by employees in ~~Lee and Collier Counties~~ Estero shall be reimbursed unless approved by the Village Manager.

Section 7. Subsistence.

- a. When the period of travel conforms to the schedule of allowances in Section 6, all authorized travelers may be allowed subsistence when traveling to a convention, conference, seminar, activity or on Village-related business which serves a direct public purpose.
- b. Subsistence will consist of the basic travel allowance for meals as listed below and actual hotel or accommodation charges when the period of travel extends overnight:

MEAL	ALLOWANCE
Breakfast	\$ 8.00
Lunch	\$ 11.00
Dinner	\$ 25.00

Actual meal charges may be reimbursed if accompanied by a receipt and justification for incurring the additional cost. Alcoholic beverages are not eligible for reimbursement. Approval to submit receipts in lieu of the above subsistence rates must be approved by the Village Manager in advance of the required travel. Hotel or accommodation charges must be single-occupancy rate and substantiated by receipt. Basic travel allowance for meals shall exclude meals which have been prepaid as a part of registration fees.

- c. Tips and gratuities are included in the basic travel allowance for meals. When actual meal charges are reimbursed, approximately 15% may be added to the meal charges provided the cost is stated on the receipt.

Section 8. Transportation.

- a. All travel must be on a convenient and mainly traveled route. Air travel shall be at the coach fare. If a person travels by an indirect route for his convenience, any extra costs shall be borne by the traveler. Reimbursement for expenses shall be made accordingly upon the presentation of receipts.
- b. If a privately owned vehicle is used for travel, the vehicle owner shall be entitled to a mileage reimbursement at a cents per mile rate equal to the IRS allowable rate then in effect.
- c. Transportation by a common carrier which has not been prepaid and for which the authorized traveler seeks reimbursement, must be substantiated by an official receipt from the common carrier.
- d. Transportation by charter vehicles may be authorized when it is determined to be the most economical method of travel when considering the nature of the business, the number of people making the trip and the most efficient and economical means of travel (considering the time of the traveler, cost of transportation and subsistence required.)

Section 9. Authorized Travel.

- a. Travelers shall not be allowed either mileage or transportation expenses when they are transported gratuitously by another person or when they are transported by another authorized traveler who is entitled to mileage or transportation expense.
- b. Reimbursement for expenditures related to the operation, maintenance, depreciation and ownership of a vehicle shall not be allowed when a privately owned vehicle is used on public business or mileage allowance is paid.
- c. The Village Manager may permit an authorized traveler to regularly, on a monthly basis, use a privately owned vehicle on Village business. In these instances, the traveler must submit a monthly log of the actual miles traveled and a monthly request for reimbursement. Travel occurring outside the county or travel in conjunction with the authorized traveler receiving reimbursement for meals and lodging expense or for travel to and from home shall not be included in the log,

Section 10. Reimbursable Incidental Expenses.

An authorized traveler may be reimbursed for incidental travel expenses incurred during the course of travel. These incidental travel expenses include but are not limited to the following:

- 1, Taxi, ferry and airport limousine fares.
2. Bridge, road and tunnel tolls.
3. Storage and parking fees.
4. Telephone and facsimile charges relating to Village business.
- 5, Registration, convention, conference, seminars, or training.

Section 11. Auditing.

A travel expense report of vouchers as developed by the Village Manager shall be submitted to the Finance Director within 30 days after the travel expense. Each approved travel expense report will be audited by the Finance Director or his designee, when received.

Section 12. Fraudulent Claims.

Claims submitted pursuant to this policy shall be signed by the authorized traveler and shall be verified by written declaration that it is true and correct as to every material matter. Any individual who makes or aids in the making of a false or fraudulent claim shall be guilty of a violation against the Village, and upon conviction thereof, shall be punished as provided in the Village's personnel rules and regulations. In addition, any person who receives a travel allowance, advance or reimbursement by means of a false claim, shall be civilly liable for the repayment of the amount into the public fund from which the claim as paid.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 3, 2023

Agenda Item:

First reading of Ordinance No. 2023-05, approving an update to the Capital Improvements Element which includes the Capital Improvement Program approved for Fiscal Year 2022/2023.

Motion to pass first reading of Ordinance No. 2023-05 and set second reading for May 17, 2023.

Description:

Florida law requires all cities and counties to include its five-year Capital Improvement Plan within the Capital Improvement Element of the Comprehensive Plan and update it on an annual basis by ordinance. The law also requires the Capital Improvement Plan approved by the local school district to be included in the Plan.

The Council adopted the Capital Improvement Plan for Fiscal Year 2022/2023 on July 20, 2022. Updates to the Capital Improvement Plan can be incorporated into the Comprehensive Plan annually by ordinance in lieu of a comprehensive plan amendment. The most recent school district Capital Improvement Plan (2023-2027) will also be included. Please note that the Village Council does not approve the Lee County School District Work Plan.

The Planning, Zoning and Design Board (PZDB) will review the Ordinance at their May 9, 2023 meeting.

Action Requested:

Motion to pass first reading of Ordinance No. 2023-05 and set second reading for May 17, 2023.

Process and Timeline:

- First Reading May 3, 2023
- Planning, Zoning and Design Board Hearing May 9, 2023
- Second Reading and Public Hearing May 17, 2023

Financial Impact:

No additional financial impact not already included in the CIP. Minor cost of newspaper advertisement.

Prepared by: Mary Gibbs

Attachments:

1. Ordinance No. 2023-05

VILLAGE OF ESTERO, FLORIDA

ORDINANCE NO. 2023 – 05

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING UPDATES TO THE CAPITAL IMPROVEMENTS ELEMENT TO UPDATE THE CAPITAL IMPROVEMENTS SCHEDULE FOR FISCAL YEAR 2022/2023 AND ADOPT THE MOST RECENT LEE COUNTY SCHOOL DISTRICT CAPITAL IMPROVEMENT PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 163.3177(3)(a) requires Comprehensive Plans to contain a Capital Improvements Element, and a schedule of capital improvements for a 5-year period; and

WHEREAS, Florida Statutes Section 163.3177(3)(b) states that the Capital Improvements Element must be reviewed on an annual basis, and further that modifications to update the 5-year Capital Improvements Element schedule may be accomplished by ordinance and may not be deemed an amendment to the Comprehensive Plan; and

WHEREAS, the Village of Estero adopted its first Capital Improvements Element, including its 5-year Capital Improvements Element Schedule on June 13, 2018; and

WHEREAS, the Village of Estero, Lee County, Florida, held public hearings on its Capital Improvement Program as required by the Village Charter Section 8(7)(b); and

WHEREAS, the Village reviewed and adopted its most recent Capital Improvement Program by Resolution 2022-19 on July 20, 2022 pursuant to Village Charter Section 8(7)(b) and now desires to update the Capital Improvements Element Schedule pursuant to Florida Statutes Section 163.3177(3)(b).

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

Section 1. Purpose.

The purpose of this Ordinance is to update the Capital Improvements Program schedule that is now a part of the Comprehensive Plan. This amending ordinance may be referred to as the “Capital Improvement Element Schedule Update 2022”.

Section 2. Adoption of the Capital Improvements Element Schedule Update 2022.

Ordinance No. 2023-05
CAPITAL IMPROVEMENT ELEMENT SCHEDULE UPDATE 2022

Page 1 of 3

The Village Council hereby amends its Capital Improvement Element Schedule to reflect the latest adopted Capital Improvement Projects for the Village and incorporates the latest adopted Lee County School District Work Plan, attached hereto as Exhibits A and B, respectively.

Section 3. Conflict.

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

Section 4. Severability.

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

Section 5. Effective Date.

This Ordinance shall take effect immediately upon adoption.

PASSED on first reading this 3rd day of May 2023.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 17th day of May 2023.

By: _____
Carol Sacco, Village Clerk

By: _____
Jon McLain, Mayor

Reviewed for legal sufficiency:

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

Exhibit A: Village of Estero Capital Improvement Projects

Exhibit B: Lee County School District 2023-2027 Five Year Capital Improvement Plan

Ordinance No. 2023-05
CAPITAL IMPROVEMENT ELEMENT SCHEDULE UPDATE 2022

Page 2 of 3

	Vote:	AYE	NAY
91	Mayor McLain	_____	_____
92	Vice Mayor Ribble	_____	_____
93	Councilmember Fayhee	_____	_____
94	Councilmember Fiesel	_____	_____
95	Councilmember Lopez	_____	_____
96	Councilmember Ward	_____	_____
97	Councilmember Zalucki	_____	_____
98			
99			

Ordinance No. 2023-05
CAPITAL IMPROVEMENT ELEMENT SCHEDULE UPDATE 2022

Page 3 of 3

Capital Improvement Program - FY 2022-2023									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 22-23	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Total Cost
Roadway Improvements									
1	Corkscrew Rd Paths, Landscaping & Street Lighting	\$ 13,663,100	RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1			GF	\$ 5,441,000	\$ 4,485,900	\$ -	\$ -	\$ -	\$ 9,926,900
1			LDOT		\$ 3,046,200	\$ -	\$ -	\$ -	\$ 3,046,200
2	River Ranch Road Improvements (Drainage, Road, Bike/Ped)	\$ 5,827,100	RIF	\$ 2,948,350	\$ -	\$ -	\$ -	\$ -	\$ 2,948,350
2			GF	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
2			GT	\$ 1,227,000	\$ -	\$ -	\$ -	\$ -	\$ 1,227,000
3	Broadway W. Phase 1 Improvements (US41-Breckenridge) (Road, Bike/Ped, Drainage)	\$ 2,615,000	GT	\$ -	\$ -	\$ -	\$ 900,000	\$ -	\$ 900,000
3			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3			GF	\$ -	\$ 972,900	\$ -	\$ 742,100	\$ -	\$ 1,715,000
4	Broadway W. Phase 2 Improvements (Breckenridge-Pine Tree Ln.)(Road, Bike/Ped, Drainage)	\$ 2,463,200	GT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Williams Road Widening (US41 - Via Coconut)	\$ 4,429,300	RIF	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ 600,000
5			GT	\$ 267,500	\$ -	\$ -	\$ -	\$ -	\$ 267,500
6	Via Coconut Point Extension (South)	\$ 2,784,600	RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Estero Sub-total (all funding sources)				\$ 11,983,850	\$ 5,458,800	\$ -	\$ 1,642,100	\$ -	\$ 19,084,750

Capital Improvement Program - FY 2022-2023									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 22-23	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Total Cost
Intersection Improvements									
1	US-41 - Pelican Colony Traffic Signal	\$ 960,000	Developer	\$ 828,000	\$ -	\$ -	\$ -	\$ -	\$ 828,000
2	Williams Road-Atlantic Gulf Drive Intersection	\$ 3,757,800	RIF	\$ -	\$ -	\$ 600,000	\$ -	\$ -	\$ 600,000
2			GT	\$ 460,000	\$ -	\$ 2,389,600	\$ -	\$ -	\$ 2,849,600
2			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Corkscrew Rd-Three Oaks Pkwy. Intersection Improvements	\$ 428,000	LDOT	\$ -	\$ 428,000	\$ -	\$ -	\$ -	\$ 428,000
4	US41-Coconut Road Intersection Improvements	\$ 746,400	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	US41-Williams Rd Intersection Improvements	\$ 288,500	RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5			GT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Coconut Road - Coconut Shores Roundabout	\$ 879,400	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6			RIF	\$ -	\$ 144,300	\$ -	\$ -	\$ -	\$ 144,300
6			GT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	US41-Pelican Sound Intersection Improvements	\$ 1,257,900	Developer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	US41-Corkscrew Rd Intersection Improvements	\$ 510,300	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Coconut Road - Meadowbrook Roundabout	\$ 960,500	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9			RIF	\$ -	\$ -	\$ -	\$ 155,900	\$ -	\$ 155,900
9			GT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	North Point Railroad Crossing	\$ 250,000	RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Coconut Road - El Dorado Roundabout	\$ 1,022,400	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11			GT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Estero Sub-total (all funding sources)				\$ 460,000	\$ 144,300	\$ 2,989,600	\$ 155,900	\$ -	\$ 3,749,800

Capital Improvement Program - FY 2022-2023									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 22-23	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Total Cost
Bike-Pedestrian Improvements									
1	Coconut Road Crosswalks	\$ 252,800	GF	\$ 177,800	\$ -	\$ -	\$ -	\$ -	\$ 177,800
2	Williams Road Bike-Ped Improvements (East of Via Coconut)	\$ 5,348,300	GF		\$ 2,384,150	\$ -	\$ -	\$ -	\$ 2,384,150
2			RIF	\$ 2,914,150	\$ 290,000	\$ -	\$ -	\$ -	\$ 3,204,150
3	Intersection Safety Improvement Study	\$ 110,000	GF	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ 110,000
4	Sandy Lane & Broadway E Bike-Ped Improvements	\$ 3,951,510	GF	\$ 483,480	\$ -	\$ -	\$ -	\$ -	\$ 483,480
4			RIF	\$ 1,572,900	\$ 1,572,900	\$ -	\$ -	\$ -	\$ 3,145,800
5	Corkscrew Road Shared Use Path (30Oaks-Sandy)	\$ 7,175,600	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Coconut Rd Sidewalk (Oakwild to Via Coconut)	\$ 833,600	GF	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000
6			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6			FDOT	\$ -	\$ -	\$ 330,000	\$ -	\$ 353,600	\$ 683,600
7	Coconut Sidewalk (Via Coconut to U S41)	\$ 570,600	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7			FDOT	\$ -	\$ -	\$ -	\$ 190,000	\$ -	\$ 190,000
8	Corkscrew Shared Use Path (Koreshan to U S 41)	\$ 624,600	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8			FDOT	\$ -	\$ -	\$ -	\$ 190,000	\$ -	\$ 190,000
9	Corkscrew Palms Blvd. Sidewalks	\$ 109,800	County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Capital Improvement Program - FY 2022-2023									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 22-23	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Total Cost
10	Via Coconut Point Roundabouts Improvements	\$ 1,278,200	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10			FDOT	\$ -	\$ -	\$ 524,000	\$ -	\$ 754,200	\$ 1,278,200
11	Corkscrew Rd Bike-Ped Improvements (E of US41)	\$ 14,682,500	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11			Lee County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Coconut Rd Shared Use Path	\$ 2,175,800	GF	\$ -	\$ -	\$ 313,300	\$ -	\$ 1,862,500	\$ 2,175,800
12			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Williams Rd West Bike-Ped Improvements (West of US41)	\$ 1,920,600	GF	\$ -	\$ -	\$ -	\$ -	\$ 303,600	\$ 303,600
13			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Broadway E. Shared Use Path (Sandy Ln to Three Oaks & Estero Pkwy)	\$ 3,292,700	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	SUN Trail Estero Parkway South	\$ 7,139,500	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	SUN Trail Estero Parkway North	\$ 5,773,800	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	FPL Shared Use Path (East I-75)	\$ 2,396,300	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Utility Shared Use Path (West US 41)	\$ 5,221,700	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Estero Sub-total (all funding sources)				\$ 5,258,330	\$ 4,247,050	\$ 313,300	\$ -	\$ 2,316,100	\$ 12,134,780

Capital Improvement Program - FY 2022-2023									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 22-23	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Total Cost
Landscaping Improvements									
1	US41 Median Landscaping	\$ 540,000	FDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1			GF	\$ 540,000	\$ -	\$ -	\$ -	\$ -	\$ 540,000
2	US-41 Monument Signs	\$ 552,000	GF	\$ 480,000	\$ -	\$ -	\$ -	\$ -	\$ 480,000
3	I-75 Monument Signs	\$ 816,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Three Oaks Parkway Monument Signs	\$ 492,000	GF	\$ 420,000	\$ -	\$ -	\$ -	\$ -	\$ 420,000
5	Ben Hill Griffin Monument Sign	\$ 276,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Corkscrew Road Monument Sign	\$ 276,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Via Coconut Point Landscape Improvements (Williams - Coconut)	\$ 5,624,300	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Ben Hill Griffin Pkwy Landscape Improvements	\$ 2,274,000	GF	\$ 2,094,000	\$ -	\$ -	\$ -	\$ -	\$ 2,094,000
9	I-75 Landscaping	\$ 1,680,000	FDOT	\$ 825,000	\$ -	\$ -	\$ -	\$ -	\$ 825,000
9			GF	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
10	US41 Shoulder Landscape Improvements	\$ 4,448,800	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Three Oaks Parkway Landscape Improvements (Excluding Brooks)	\$ 4,009,400	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Corkscrew Road Landscape Improvements West (US-41 to I-75)	\$ 4,208,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Estero Sub-total (all funding sources)				\$ 3,634,000	\$ -	\$ -	\$ -	\$ -	\$ 3,634,000

Capital Improvement Program - FY 2022-2023									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 22-23	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Total Cost
Parks & Recreation									
1	Estero on the River Master Plan	\$ 252,000	GF	\$ 252,000	\$ -	\$ -	\$ -	\$ -	\$ 252,000
2	Estero Community Park Expansion Master Plan	\$ 150,000	GF	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
3	Estero Community Park Improvements	\$ 24,725,900	Partner	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3			PIF	\$ 600,000	\$ -	\$ 300,000	\$ -	\$ -	\$ 900,000
3			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3			GF	\$ 4,950,000	\$ 1,600,000	\$ 2,800,000	\$ -	\$ -	\$ 9,350,000
4	Estero on the River Improvements	\$ 4,700,000	GF	\$ 2,250,000	\$ -	\$ 2,200,000	\$ -	\$ -	\$ 4,450,000
4			PIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Estero Sub-total (all funding sources)				\$ 8,202,000	\$ 1,600,000	\$ 5,300,000	\$ -	\$ -	\$ 15,102,000
	Project Name	Estimated Project Cost	Funding Source	Budget FY 22-23	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Total Cost
Stormwater Improvements									
1	Estero River North Branch Drainage Improvements	\$ 2,072,300	GF	\$ 1,964,250	\$ -	\$ -	\$ -	\$ -	\$ 1,964,250
3	Estero River Sediment Removal (West of US 41)	\$ 2,705,500	GF	\$ 30,000	\$ -	\$ -	\$ 2,556,400	\$ -	\$ 2,586,400
4	Estero River Sediment Removal (Railroad to Sandy Ln)	\$ 766,800	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Villagio-Estero Pkwy Drainage Improvements	\$ 2,050,500	Estero/Lee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	US-41 Drainage Improvements Design (Williams Corkscrew)	\$ 72,000	FDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Estero Sub-total (all funding sources)				\$ 1,994,250	\$ -	\$ -	\$ 2,556,400	\$ -	\$ 4,550,650

Capital Improvement Program - FY 2022-2023									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 22-23	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Total Cost
Utility Improvements									
1	Package WWTP UEP Design & Permitting	\$ 420,000	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1			GF	\$ 105,000	\$ -	\$ -	\$ -	\$ -	\$ 105,000
2	Broadway W UEP Design & Permitting	\$ 1,475,000	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2			GF	\$ 885,000	\$ -	\$ -	\$ -	\$ -	\$ 885,000
2	Broadway E UEP Design & Permitting	\$ 1,550,000	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2			GF	\$ 930,000	\$ -	\$ -	\$ -	\$ -	\$ 930,000
3	Estero Bay Village UEP	\$ 1,920,000	Grants	\$ -	\$ 480,000	\$ -	\$ -	\$ -	\$ 480,000
3			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3			GF	\$ -	\$ 1,440,000	\$ -	\$ -	\$ -	\$ 1,440,000
3	Sunny Groves UEP	\$ 2,160,000	Grants	\$ -	\$ 540,000	\$ -	\$ -	\$ -	\$ 540,000
3			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3			GF	\$ -	\$ 1,620,000	\$ -	\$ -	\$ -	\$ 1,620,000
3	Cypress Bend UEP	\$ 1,118,160	Grants	\$ -	\$ 279,540	\$ -	\$ -	\$ -	\$ 279,540
3			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3			GF	\$ -	\$ 838,620	\$ -	\$ -	\$ -	\$ 838,620

Capital Improvement Program - FY 2022-2023									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 22-23	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Total Cost
	Estero River Heights UEP	\$ 7,560,000	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Charring Cross UEP	\$ 2,880,000	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sherrill & Luetich UEP	\$ 6,120,000	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Trailside UEP	\$ 6,840,000	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Broadway E-Highlands UEP	\$ 4,200,000	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sandy Ln-Groves UEP	\$ 5,160,000	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Tanglewood UEP	\$ 1,440,000	Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			PA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GF				\$ 1,920,000	\$ 3,898,620	\$ -	\$ -	\$ -	\$ 5,818,620

Capital Improvement Program - FY 2022-2023									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 22-23	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Total Cost
Building Facilities									
1	Public Works Storage Facility	\$ 354,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Village Hall	\$ 4,914,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Performing Arts Center	\$ 20,000,000	Private	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Estero Sub-total (all funding sources)				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Project Name	Estimated Project Cost	Funding Source	Budget FY 22-23	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Total Cost
Land Acquisition									
1	SUN Trail	\$ 30,000,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1			Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Estero Sub-total (all funding sources)				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total		\$ 223,660,910		\$ 33,185,430	\$ 20,122,510	\$ 9,456,900	\$ 4,734,400	\$ 3,423,900	\$ 65,724,980
Village total				\$ 33,452,430	\$ 15,348,770	\$ 8,602,900	\$ 4,354,400	\$ 2,316,100	\$ 58,255,980
Estero Road Impacts Fees Estero Gas Tax Estero General Fund Park Impact Fee (include public land acqu Non-Estero Funding Source									

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LEE COUNTY SCHOOL DISTRICT Capital Plan 2023-2027							
ESTIMATED REVENUE	Actual						
Current Revenue	21/22	22/23	23/24	24/25	25/26	26/27	FIVE YEAR TOTAL
Taxes	150,524,279	192,842,612	212,127,000	226,976,000	238,325,000	250,241,000	1,120,511,612
Sales Tax	115,530,518	108,631,948	111,890,906	111,913,284	114,711,116	118,152,449	565,299,703
Impact Fees	35,591,196	34,605,000	39,796,000	41,786,000	43,875,000	45,191,000	205,253,000
CO & DS	3,554,405	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	8,000,000
PECO Maintenance	0	0	0	0	0	0	0
Charter Schools Revenue	6,450,051	6,975,000	7,533,000	8,136,000	8,787,000	9,490,000	40,921,000
Safety & Security State Grant	1,313,419	0	0	0	0	0	0
Misc.	599,904	466,000	482,000	499,000	516,000	531,000	2,494,000
Interest	687,384	851,000	999,000	1,086,000	1,352,000	1,212,000	5,500,000
Current Revenue sub-total	314,251,157	345,971,560	374,427,906	391,996,284	409,166,116	426,417,449	1,947,979,315
Additional Revenue							
Fund Balance - Unallocated	304,574,082	393,814,200	406,488,398	454,434,377	621,462,010	517,730,197	393,814,200
DEBT PROCEEDS							
Certificate of Participation (COPs)	0	228,482,195	217,306,728	447,000,000	125,000,000	0	1,017,788,923
TOTAL ESTIMATED REVENUE	618,825,239	968,267,956	998,223,032	1,293,430,661	1,155,628,126	944,147,646	3,359,582,439
APPROPRIATIONS							
EAST ZONE CONSTRUCTION PROJECTS	36,236,017	127,546,996	165,095,712	278,444,884	177,500,000	0	748,587,592
SOUTH ZONE CONSTRUCTION PROJECTS	2,015,870	60,133,976	38,205,751	34,500,000	34,500,000	0	167,339,727
WEST ZONE CONSTRUCTION PROJECTS	0	11,300,000	12,500,000	19,800,000	60,000,000	60,000,000	163,600,000
MAJOR MAINTENANCE REPAIRS/RENOVATIONS	51,168,616	163,191,452	132,908,583	98,643,833	100,894,583	86,544,833	582,183,284
TECHNOLOGY	33,843,518	43,583,142	18,415,000	25,090,000	37,255,000	32,295,000	156,638,142
EQUIPMENT/BUSES	9,059,390	23,177,451	15,600,000	15,675,000	15,750,000	15,850,000	86,052,451
CHARTER SCHOOLS	110,348	0	10,606,350	11,348,800	11,916,250	12,512,050	46,383,450
TRANSFERS	22,450,051	22,975,000	23,533,000	24,136,000	24,787,000	25,490,000	120,921,000
BANK FEES	4,368	0	0	0	0	0	0
DEBT SERVICE	70,122,860	109,871,540	126,924,259	164,330,134	175,295,096	165,477,069	741,898,098
TOTAL APPROPRIATIONS	225,011,038	561,779,558	543,788,655	671,968,651	637,897,929	398,168,952	2,813,603,745
ALLOCATED FUND BAL CARRYFORWARD							
CARRYFORWARD/RESERVE FUTURE PROJ.**	393,814,200	406,488,398	454,434,377	621,462,010	517,730,197	545,978,694	545,978,694
ADJUSTMENTS TO FUND BALANCE							18.41%
TOTAL APPROPRIATIONS AND RESERVES	618,825,239	968,267,956	998,223,032	1,293,430,661	1,155,628,126	944,147,646	3,359,582,439
**Is not an indication of available funding due to restrictions applicable to various sources of capital funding.							

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LEE COUNTY SCHOOL DISTRICT Capital Plan 2023-2027

SCHOOL PROJECTS

Prj #	PROJECT	STUDENT SEATS	21/22	22/23	23/24	24/25	25/26	26/27	Five Year Total
A. EAST ZONE CONSTRUCTION PROJECTS									
	LAND EAST ZONE SCHOOLS		7,160,008	4,500,000	4,000,000				8,500,000
7257	AMANECER ELEMENTARY (J)	1,034	3,106,389	53,461,720					53,461,720
7066	EAST ZONE PK-8 INNOVATION SCHOOL	1,600	61,703	4,938,297	42,500,000	42,500,000			89,938,297
7254	EAST MIDDLE MM	1,345	5,607,535	27,800					27,800
7258	MM ADDITION (LAMS)		420,405	7,429,296					7,429,296
	EAST MIDDLE		0	5,000,000	42,500,000	42,500,000			90,000,000
	EAST MIDDLE	1,345			5,000,000	45,000,000	45,000,000		95,000,000
7046	GATEWAY HIGH (MMM)	2,200	6,123,868	131,143					131,143
	* EAST HIGH	1,900			5,000,000	57,500,000	57,500,000		120,000,000
	EAST HIGH				5,000,000	57,500,000	57,500,000		120,000,000
7255	RIVERDALE HIGH REMODEL		698,343	32,150,829	32,150,828				64,301,657
2310	JAMES STEPHENS PRE-K REMODEL		11,740						0
	G WEAVER HIPPS PRE-K CENTER			8,000,000	8,000,000				16,000,000
	VARSITY LAKES SIDEWALK/BUS ACCESS			1,843,706					1,843,706
7169	VPAA REMODEL		13,046,027	10,064,205	15,944,884	15,944,884			41,953,973
	EAST TECHNICAL CENTER**				5,000,000	17,500,000	17,500,000		40,000,000
	SUB-TOTAL EAST ZONE PROJECTS		36,236,017	127,546,996	165,095,712	278,444,884	177,500,000	0	748,587,592
*** East Technical School is estimated at a total cost of \$100M. This plan assumes that \$60M of the cost will come from outside sources.									
Prj #	PROJECT	STUDENT SEATS	21/22	22/23	23/24	24/25	25/26	26/27	Five Year Total
B. SOUTH ZONE CONSTRUCTION PROJECTS									
7068	FRANKLIN PARK ELEMENTARY REBUILD		588,497	32,205,752	32,205,751				64,411,503
	CYPRESS LAKE MIDDLE REBUILD		0		6,000,000	34,500,000	34,500,000		75,000,000
	BONITA ELEMENTARY REMODEL		0	6,000,000					6,000,000
7067	SOUTH K-8 AAAA	1,600	840,442	4,657,658					4,657,658
7256	FORT MYERS TECH REMODEL		586,931	17,270,566					17,270,566
	SUB-TOTAL SOUTH ZONE PROJECTS		2,015,870	60,133,976	38,205,751	34,500,000	34,500,000	0	167,339,727
Prj #	PROJECT	STUDENT SEATS	21/22	22/23	23/24	24/25	25/26	26/27	Five Year Total
C. WEST ZONE CONSTRUCTION PROJECTS									
	WEST ZONE LAND PURCHASES				6,000,000				6,000,000
	WEST HIGH					5,000,000	60,000,000	60,000,000	125,000,000
	WEST HIGH ADDITION			5,000,000	6,500,000	6,500,000			18,000,000
	CAPE CORAL TECH ADDITION			6,300,000		8,300,000			14,600,000
	SUB-TOTAL - WEST ZONE PROJECTS		0	11,300,000	12,500,000	19,800,000	60,000,000	60,000,000	163,600,000
TOTAL - SCHOOL CONSTRUCTION PROJECTS			38,251,887	198,980,972	215,801,463	332,744,884	272,000,000	60,000,000	1,079,527,319

LEE COUNTY SCHOOL DISTRICT
Capital Plan
2023-2027

Prj # PROJECT	21/22	22/23	23/24	24/25	25/26	26/27	Total
D. SMALL CAPITAL PROJECTS							
7182 PORTABLES	677,314	1,329,007	324,208	324,208	324,208	324,208	2,625,839
7142 COUNTYWIDE HVAC	4,000,157	5,831,439	5,145,000	5,145,000	5,145,000	5,145,000	26,411,439
7189 SCHOOL IMPROVEMENTS MAINTENANCE PROJECTS	32,335,762	125,543,643	107,226,500	85,070,250	88,010,500	73,598,250	479,449,143
7064 SAFETY TO LIFE	1,911,750	2,915,000	2,900,000	2,900,000	2,900,000	2,900,000	14,515,000
7188 SCHOOL IMPROVEMENTS CONSTRUCTION PROJECTS	1,029,954	10,591,135	9,125,000	125,000	125,000	125,000	20,091,135
9105 SAFETY	40,135	826,804	557,875	57,875	57,875	57,875	1,558,304
9110 FACILITY DEV & PROG SVCS	5,249	370,001	22,000	22,500	23,000	23,500	461,001
9144 SECURITY	10,948,775	12,403,743	5,322,000	2,622,000	1,872,000	1,872,000	24,091,743
9240 TRANSPORTATION	0	1,190,309	0	0	0	0	1,190,309
9113 PLANNING	108,377	136,352	100,000	100,000	100,000	100,000	536,352
7007 BAND UNIFORMS	111,143	176,201	115,000	115,000	115,000	115,000	636,201
SMALL CIP PROJECTS	0	250,000	250,000	250,000	250,000	250,000	1,250,000
E. CAPITALIZED PERSONNEL							
7995 INFORMATION TECH SUPPORT	0	84,954	116,000	122,000	128,000	134,000	584,954
7999 FACILITIES PROJECT MGMT/PLANNING/TECH SUPP	0	1,542,864	1,705,000	1,790,000	1,844,000	1,900,000	8,781,864
TOTAL OTHER CAPITAL PROJECTS	51,168,616	163,191,452	132,908,583	98,643,833	100,894,583	86,544,833	582,183,284
F. TECHNOLOGY							
2282 ATLAS REFRESH	7,260,632	12,089,716	200,000	200,000	9,000,000	10,000,000	31,489,716
9132 TECH EQUIPMENT/SOFTWARE	26,582,887	31,493,427	18,215,000	24,890,000	28,255,000	22,295,000	125,148,427
TOTAL - TECHNOLOGY	33,843,518	43,583,142	18,415,000	25,090,000	37,255,000	32,295,000	156,638,142
G. EQUIPMENT AND BUSES							
7145& SCHOOL EQUIPMENT	1,279,529	4,297,217	2,450,000	2,525,000	2,600,000	2,700,000	14,572,217
7146 DEPARTMENT EQUIPMENT	6,731	2,050,275	2,000,000	2,000,000	2,000,000	2,000,000	10,050,275
7149 FURNITURE ROTATION	521,442	1,869,334	1,000,000	1,000,000	1,000,000	1,000,000	5,869,334
6817 BUILDING SERVICES	149,914	150,000	150,000	150,000	150,000	150,000	750,000
7192 PURCHASE OF BUSES	7,101,774	14,810,625	10,000,000	10,000,000	10,000,000	10,000,000	54,810,625
TOTAL - EQUIPMENT/BUSES	9,059,390	23,177,451	15,600,000	15,675,000	15,750,000	15,850,000	86,052,451
H. CHARTER SCHOOLS							
CHARTER SCHOOLS - TAX REVENUE	0	0	10,606,350	11,348,800	11,916,250	12,512,050	46,383,450
CHARTER SCHOOLS - SAFETY GRANT	110,348	0	0	0	0	0	0
TOTAL CHARTER SCHOOLS	110,348	0	10,606,350	11,348,800	11,916,250	12,512,050	46,383,450

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LEE COUNTY SCHOOL DISTRICT
Capital Plan
2023-2027

Prj # PROJECT	21/22	22/23	23/24	24/25	25/26	26/27	Total
I. TRANSFERS							
9600 TRANSFER FOR CHARTER SCHOOLS - PECO	6,450,051	6,975,000	7,533,000	8,136,000	8,787,000	9,490,000	40,921,000
9600 TRANSFER FOR MAINTENANCE	16,000,000	16,000,000	16,000,000	16,000,000	16,000,000	16,000,000	80,000,000
TOTAL TRANSFERS	22,450,051	22,975,000	23,533,000	24,136,000	24,787,000	25,490,000	120,921,000
BANK FEES	4,368						0
J. DEBT SERVICE							
29900 FY11 QSCB	744,798	2,028,819	2,023,819	2,023,819	2,023,819	0	8,100,276
29501 FY12B COPs	23,312,642	6,755,938	0	0	0	0	6,755,938
29301 FY13 COPs	248,619	4,566,530	0	0	0	0	4,566,530
29302 FY14A COPs	4,482,953	4,491,913	4,557,663	4,633,913	8,305,713	23,393,113	45,382,315
29201 FY14B COPs	7,794,507	7,796,000	7,840,750	7,937,000	7,696,500	0	31,270,250
29500 FY16A COPs	3,795,254	3,797,000	3,794,000	3,794,850	3,792,600	3,791,200	18,969,650
29401 FY17A COPs	1,618,748	12,144,762	18,423,747	18,653,080	15,188,878	0	64,410,467
29502 FY17B COPs	3,826,348	3,829,888	7,880,780	7,878,972	7,878,336	7,883,756	35,351,732
29802 FY19 COPs - Gateway High (MMM)	12,041,539	12,038,271	12,034,104	12,038,539	12,037,838	12,035,738	60,184,490
29802 FY19 COPs - Lehigh High Addition	857,438	858,979	855,896	856,211	856,162	856,012	4,283,260
29601 FY20 COPs - Middle School MM	7,018,980	7,021,250	7,013,500	7,013,750	7,015,250	7,017,250	35,081,000
FY23 COPS (Sales Tax 6 yr repayment)	0	44,500,000	44,500,000	44,500,000	44,500,000	44,500,000	222,500,000
FY24 COPS (20 yr repayment)	0		18,000,000	18,000,000	18,000,000	18,000,000	72,000,000
FY25 COPS (20 yr repayment)				37,000,000	37,000,000	37,000,000	111,000,000
FY26 COPS (20 yr repayment)	0				11,000,000	11,000,000	22,000,000
Fund 29701 FY12 FP&L Lease Agreement	168,758	42,190	0	0	0		42,190
29702 FY17 Bus Loan	4,212,274	0	0	0	0		0
TRANSFER TO DEBT SERVICE	70,122,860	109,871,540	126,924,259	164,330,134	175,295,096	165,477,069	741,898,098
Value of 50% Mill	75,262,139	96,421,306	106,063,500	113,488,000	119,162,500	125,120,500	
Debt Service as % of 50% mill	36.3%	18.3%	35.4%	66.0%	72.1%	60.8%	
Statutory Debt Limit (75%)	112,893,209	144,631,959	159,095,250	170,232,000	178,743,750	187,680,750	
Debt Service as % of 75% mill	24.2%	12.2%	23.6%	44.0%	48.0%	40.5%	

The debt service limits are based solely on debt to be reimbursed from Capital Outlay Millage and does not include debt paid from any other source such as Sales Tax or Impact Fees.

****Difference between FY23 budgeted amounts for Capital on previous pages and the Capital Plan is due to anticipated COPs and related expenditures for the construct of new schools, additions and major renovation projects scheduled in the next five years.**

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 3, 2023

Agenda Item:

Code Compliance Mitigation and Payment Update

Description:

In March, the Council requested an update on the status of Code Enforcement mitigation and collection of fines. A summary memo and detailed report are attached. Staff can explain the mitigation and lien process in the workshop. Please note that the vast majority of Code Enforcement cases are complied with promptly, and only a small percentage do not comply resulting in fines and liens.

Financial Impact:

\$147,259.32 has been collected by the Village as payment of fines due.

Prepared by: Mary Gibbs

Attachments:

1. Code Compliance Mitigation and Payment Update
2. Spreadsheet of Payments

www.Estero-fl.gov

MEMORANDUM

TO: Village Council

FROM: Steve Sarkozy, Village Manager

DATE: March 19, 2023

RE: Code Compliance Mitigation and Payment Update

Council requested an update on the status of code enforcement mitigation and collection of fines. A detailed report is attached and a summary is provided below. Please let us know if you have any questions and if you would like to receive this report on a regular basis.

Summary

Code enforcement hearings began with the Special Magistrate in August, 2016. Since then, 139 cases have been processed for a variety of violations. (119 of these had associated fines.) Please note that the vast majority of violations are abated prior to any hearing.

Fines currently total \$3.7 million for the 119 cases. Council requested that any cases with fines over \$100,000 be reviewed by the Council.

Through March 13, 2023, we have collected \$147,259.32 for 71 properties.

Collection Information

- \$3.8 million in fines have accrued as of March 13, 2023
- Collection of fines = \$147,259.32
- 119 cases had fines imposed
 - 71 cases have made payment
 - 50 cases have fines/liens remaining
 - 11 cases have fines/liens over \$100,000 (total of \$2.9 million) and Council will review the mitigation at some future date
 - 10 cases have homestead exemptions (cannot foreclose on the home)

In summary, as of March 13, 2023, \$147,259.32 has been received of the outstanding \$3.7 million. In our initial collection attempts, we sent letters to non-homestead properties only. We can now send letters to homestead properties if the Council desires. It is likely that fines collected on homestead properties will not be large.

The attached spreadsheet shows all 119 cases. The 11 cases over \$100,000 are highlighted in yellow, and cases where the Village has collected money are highlighted in blue.

Attachment: Spreadsheet

Code Compliance mitigation and payment update					Village of Estero 9401 Corkscrew Palms Circle Estero, Florida 33928			
Yellow = Cases over \$100,000 Blue = Cases that have made payment			Fines Due as of 3/13/2023					
Date	Case #	Owner Name	Owner Address	Status	Fines	Payments	Balance	Homestead
4/7/2016	16050011	REYES CLAUDIA BERENICE + RAMIREZ	20375 LUETTICH LN	Closed	\$192	\$0	\$192	No
5/24/2016	16060028	TULIP ASSOCIATES LLC DENNIS J	4077 TAMIAMI TRL N STE D201	Closed	\$198	\$198	\$0	No
12/29/2015	16070021	CLARINET I LLC	18305 BISCAYNE BLVD STE 400	Open	\$582,785	\$0	\$582,785	No
8/25/2016	16100009	MEDeiros RICHARD	20387 SHERRILL LN	Closed	\$257	\$264	(\$8)	No
9/13/2016	16100010	DRACKETT + OTT ENTERPRISES LLC	745 12TH AVE S STE 105	Closed	\$159	\$163	(\$5)	No
9/16/2016	16100011	CHHLCA INVESTMENTS LLC	6881 SANDALWOOD LN	Closed	\$405	\$405	\$0	No
10/25/2016	16110003	41 INVESTMENTS LLP	PO BOX 70	Closed	\$159	\$159	\$0	No
10/25/2016	16110005	ESTERO GROUP LLP	PO BOX 70	Closed	\$195	\$195	\$0	No
10/13/2016	16120002	REILLY ERIN	20601 GROVELINE CT	Closed	\$306	\$306	\$0	Yes
11/23/2016	16120011	TAJIANI GHOLI MOHAMAD + TAJIANI	6579 PLANTATION PRESERVE CIR N	Closed	\$338	\$338	\$0	No
11/8/2016	17010001	COVERED WAGON TRAVEL TRAILER	10912 N 56TH ST	Closed	\$248	\$248	\$0	No
12/6/2016	17010004	BRUCE JOSEPH FIRST MERCHANTS	9031 STELLHORN CROSSING PKWY	Closed	\$2,090	\$2,090	\$0	Yes
12/1/2016	17010009	MAZURE PAMELA J	45395 DIAMOND POND DR	Closed	\$90	\$90	\$0	No
10/10/2016	17010016	BROWN NANCY E	10801 ANI CIR LOT 1	Closed	\$90	\$90	\$0	Yes
11/10/2015	17010020	SIMPSON CONNIE 1/6 + PEPPETT	344 WATER ST	Closed	\$253	\$253	\$0	No
10/31/2016	17010021	VASQUEZ JUAN + JUANITA	20178 SHERRILL LN	Closed	\$206,067	\$0	\$206,067	No
11/3/2016	17010024	COCONUT SQUARE OWNERS ASSN INC	2735 SANTA BARBARA BLVD STE 201	Closed	\$302	\$302	\$0	No
12/9/2016	17010028	VARELA CELEDONIO	8401 MOCKINGBIRD LN	Closed	\$2,308	\$2,308	\$0	No
3/27/2017	17040005	VENTURA DAVID GONZALEZ + CRUZ	26026 MILAGRO LN	Closed	\$368	\$0	\$368	Yes
3/14/2017	17050019	ZARCO OTHONIEL + FLORES EMMA	4790 NOTTINGHAM DR	Closed	\$2,273	\$2,341	(\$68)	No
4/21/2017	17050027	LONDONDERRY ASSOCIATES LLC	720 GOODLETTE ROAD NORTH SUITE 202	Closed	\$1,813	\$1,813	\$0	No
5/4/2017	17060005	VENTURA DOMINGO JOSE + CRUZ	20388 LUETTICH LN	Closed	\$369	\$380	(\$11)	Yes
3/2/2017	17060006	RACETRAC PETROLEUM INC	PO BOX 56607	Closed	\$15,332	\$15,332	\$0	No
5/25/2017	17070008	LANGEVELD HENDRIKS C TR +	990 CAPE MARCO DR	Closed	\$201	\$0	\$201	No
5/31/2017	17070014	KUNST LARRY T + SHARON A	20185 OCELOT CT	Closed	\$201	\$201	\$0	Yes
6/19/2017	17080002	GIBSON TERRY MICHAEL	20248 SHERRILL LN	Closed	\$2,334	\$2,334	\$0	Yes
8/29/2017	17100021	D R HORTON INC	10541 BEN C PRATT	Closed	\$201	\$207	(\$6)	Yes
9/30/2017	17110013	WALSH JAMES + GROFF JOSEPH T/C	3548 CHERRY BLOSSOM CT UNIT 201	Closed	\$2,202	\$2,202	\$0	Yes
11/15/2017	17110021	QJR PROPERTIES LLP	6091 S POINTE BLVD	Closed	\$432	\$432	\$0	No
11/9/2017	17120002	INTERNATIONAL DESIGN CENTER	10801 CORKSCREW RD STE 305	Closed	\$234	\$234	\$0	No
11/6/2017	17120004	POOLING TOGETHER LLC	15821 SHAMROCK DR	Closed	\$1,326	\$1,326	\$0	Yes
10/2/2017	17120017	RIMOLDI PHILLIP	119 S 1ST STREET	Closed	\$393,799	\$0	\$393,799	No
10/2/2017	17120018	PHILLIPS PAUL S + SHELLY A	5812 WALSH PT APT 105	Closed	\$299	\$299	\$0	No
11/15/2017	18010001	DAVIS DONNA K	20275 SHERRILL LN	Closed	\$372,861	\$0	\$372,861	No
11/30/2017	18010004	VARELA CELEDONIO	8401 MOCKINGBIRD LN	Closed	\$1,303	\$1,303	\$0	Yes
11/29/2017	18010010	ODONNELL MARY GAIL	27 BELLA VISTA TRL	Closed	\$172	\$172	\$0	No
11/29/2017	18010017	ZEOLI LOIS E TR FOR LOIS E ZEOLI	10231 CAPE ROMAN RD # 102	Closed	\$172	\$177	(\$5)	No
12/28/2017	18010024	NATIONSTAR MORTGAGE LLC	8950 CYPRESS WATERS BLVD	Closed	\$484	\$484	\$0	No
12/28/2017	18020004	DANZER ERICH	RESSWEG 26	Closed	\$202	\$202	\$0	No
12/28/2017	18020006	FREDERICKS RYAN C	21670 RED LATAN WAY	Closed	\$1,702	\$1,753	(\$51)	Yes
2/27/2018	18030002	CORT COCONUT LLC	234 W 44TH ST	Closed	\$347	\$347	\$0	No
2/12/2018	18030004	HAFFNER LAURIE	20331 SHERRILL LN	Closed	\$42,049	\$0	\$42,049	Yes
12/6/2017	18030009	TYLER ROBERT M + EDITH B	PO BOX 517	Closed	\$1,296	\$1,296	\$0	Yes
1/28/2018	18030011	VANELLA KRISTI L	21524 PORTRUSH RUN	Closed	\$201	\$201	\$0	Yes

Code Compliance mitigation and payment update						Village of Estero 9401 Corkscrew Palms Circle Estero, Florida 33928			
Yellow = Cases over \$100,000			Fines Due as of	3/13/2023					
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1/26/2018	18030012	SCHNEIDER WAYNE W + MAXINE J	20031 SEAGROVE ST #1408	Closed	\$201	\$201	\$0	No	
1/18/2018	18030016	RAMOS REMEDIOS + MARIA R	21211 CYPRESS PARK CIR	Closed	\$27,797	\$0	\$27,797	No	
12/6/2017	18030017	TYLER ROBERT M + EDITH B	PO BOX 517	Closed	\$1,296	\$1,296	\$0	Yes	
12/8/2017	18030018	TURCOTTE GARY L TR + TURCOTTE	18011 S TAMIAAMI TRL STE 16	Closed	\$91,767	\$0	\$91,767	Yes	
2/26/2018	18040001	HENSLEY LINDA & KEITH	10597 TIDEWATER KEY BLVD	Closed	\$201	\$201	\$0	Yes	
3/21/2018	18040009	DAVIS DONNA K	20275 SHERRILL LN	Closed	\$179,109	\$0	\$179,109	No	
3/28/2018	18040010	VARELA CELEDONIO	8401 MOCKINGBIRD LN	Closed	\$2,329	\$2,329	\$0	No	
3/6/2018	18050002	BARBARA COITE TRUST	8401 JUDETH LN	Closed	\$267	\$0	\$267	No	
5/18/2018	18050015	HERNANDEZ SEBASTIAN	PO BOX 11346	Closed	\$391	\$391	\$0	Yes	
2/27/2018	18060002	GARCIA ANDY G + GARCIA ESTHER	PO BOX 207	Closed	\$2,265	\$2,265	\$0	No	
4/30/2018	18060006	VILLAMIZAR HECTOR + ARYABU TR	14481 STERLING OAKS DR	Closed	\$2,141	\$2,141	\$0	No	
6/6/2018	18070003	CONNORS MICHAEL J	20220 PARK AVE	Open	\$406,453	\$0	\$406,453	No	
6/5/2018	18070007	GROSBACH JEAN H + MACKENZIE	20679 HIGHLANDS AVE	Closed	\$1,000	\$1,000	\$0	No	
6/1/2018	18070009	PALMA MARIA M	9319 LA BIANCO ST	Closed	\$171	\$0	\$171	Yes	
5/29/2018	18070013	CHAMBERS ROBERT E JR	25161 SANDPIPER GREENS # 302	Closed	\$141	\$0	\$141	No	
5/29/2018	18070015	ROSEN WAYNE	2950 MEDINAH	Closed	\$171	\$176	(\$5)	No	
5/29/2018	18070016	LMBK PROPERTIES LLC	24830 PENNYROYAL DR	Closed	\$171	\$176	(\$5)	No	
5/31/2018	18070017	SIKOSKI ACO	233 DORCHESTER BLVD	Closed	\$141	\$0	\$141	No	
6/5/2018	18070033	REGENCY REALTY GROUP INC	PO BOX 790830	Closed	\$141	\$0	\$141	No	
7/3/2018	18070034	REYES PEDRO + MARIA	20360 LUETTICH LN	Closed	\$2,332	\$2,332	\$0	Yes	
6/27/2018	18080001	VARELA CELEDONIO	8401 MOCKINGBIRD LN	Closed	\$265	\$265	\$0	No	
7/5/2018	18080002	HAFFNER LAURIE	20331 SHERRILL LN	Closed	\$265	\$0	\$265	Yes	
8/21/2018	18090009	TURCOTTE GARY L TR + TURCOTTE	18011 S TAMIAAMI TRL STE 16	Closed	\$66,767	\$0	\$66,767	Yes	
9/4/2018	18100003	HUBSCHMAN HARRISON	6980 SANDALWOOD LN	Closed	\$239	\$239	\$0	No	
9/6/2018	18100005	JTC SQUARED/COCONUT CROSSINGS	2210 VANDERBILT BEACH RD	Closed	\$234	\$234	\$0	No	
9/25/2018	18100007	HERNANDEZ SEBASTIAN	PO BOX 11346	Closed	\$5,327	\$5,327	\$0	Yes	
10/2/2018	18110002	GONZALEZ MARIA BERTHA	20233 SHERRILL LN	Closed	\$2,265	\$0	\$2,265	No	
11/8/2018	18110011	PLAZA DEL SOL PROPERTY OWNERS	27180 BAY LANDING DR STE 4	Closed	\$2,514	\$2,514	\$0	No	
7/17/2018	18120003	SROA CORKSCREW VILLAGE LLC	324 DATURA ST STE 338	Closed	\$514	\$0	\$514	No	
11/28/2018	19010001	TARPON IV LLC	18305 BISCAYNE BLVD STE 400	Closed	\$7,737	\$7,737	\$0	No	
12/11/2018	19010002	DORCHAK DARYL R	9170 ESTERO RIVER CIR	Closed	\$49,297	\$49,297	\$0	No	
12/14/2018	19010003	RDA HOUSING SOLUTIONS LLC	1440 CORAL RIDGE DR #330	Closed	\$2,296	\$2,296	\$0	No	
1/25/2019	19020004	LOPEZ RUTILIO & LOPEZ ROSA GOMEZ	26330 CAPE VERDE	Closed	\$266	\$0	\$266	No	
1/29/2019	19020007	HINDERMAN RYAN + HINDERMAN	4852 RIVERSIDE DR	Closed	\$10,012	\$0	\$10,012	Yes	
2/5/2019	19030001	LOISEL DAVID	20108 SHERRILL LN	Closed	\$300	\$0	\$300	No	
2/5/2019	19030002	LOISEL DAVID	20108 SHERRILL LN	Closed	\$299	\$0	\$299	No	
1/31/2019	19030006	SUSSA LUCILA + JAIME OMAR D J/T	9730 SPRINGLAKE CIR	Open	\$329	\$0	\$329	Yes	
3/12/2019	19040008	PAVICH JOSEPH JR & SASSI JENNIFER	22150 RED LAUREL LN	Closed	\$203	\$203	\$0	No	
1/17/2019	19040012	HILSEE BARBARA J + HILSEE SCOTT	20290 PARK AVE	Closed	\$19,551	\$0	\$19,551	Yes	
4/16/2019	19050003	SCOTT JOYCE A EST + SCOTT JOHN C	20402 LUETTICH LN	Closed	\$331	\$0	\$331	No	
7/31/2019	19100004	ARMENDARIZ PARDO CLAUDIA CATAL	10304 BARBERRY LN	Open	\$285,802	\$0	\$285,802	No	
9/17/2019	19100007	MONTGOMERY KAREN A	6850 CARMELITA DR	Closed	\$304	\$304	\$0	No	
10/7/2019	19110002	PLAZA DEL SOL PROPERTY OWNERS	2069 FIRST ST STE 301	Closed	\$274	\$0	\$274	No	
9/20/2019	19110005	CAMELLI ANDRE JOSEPH & CAMELLI	2514 FOREST SPRINGS DR SE	Closed	\$302	\$0	\$302	No	
9/19/2019	19110020	CUSTODIO CHARLES	9166 RIVER OTTER DR	Closed	\$130,544	\$0	\$130,544	No	

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10/29/2019	19120004	ASTER REALTY INC	13625 S KICKAPOO TRAIL	Closed	\$4,272	\$0	\$4,272	No
10/29/2019	19120005	JENSEN JEFFREY W	7641 W 100TH PL	Closed	\$302	\$302	\$0	No
10/29/2019	19120007	LEZEAU WOLF B	20609 EAST GOLDEN ELM DR	Closed	\$302	\$311	(\$9)	No
12/12/2019	19120015	COCONUT POINT DEVELOPERS LLC	PO BOX 6120	Closed	\$332	\$342	(\$10)	No
1/27/2020	20030007	RAMOS REMEDIOS + MARIA R	21211 CYPRESS PARK CIR	Closed	\$324	\$0	\$324	No
3/6/2020	20060002	HERNANDEZ SEBASTIANA	PO BOX 11346	Closed	\$324	\$324	\$0	Yes
9/2/2020	20100004	BARNES RALPH E + KATHRYN J	PO BOX 174	Closed	\$299	\$299	\$0	No
10/13/2020	20110002	DIAZ VARGAS JOSE R & GOMEZ	21121 CYPRESS PARK CIR	Closed	\$259	\$259	\$0	No
1/14/2021	21020003	LOISEL DAVID	20108 SHERRILL LN	Open	\$163,326	\$0	\$163,326	No
2/1/2021	21030001	JONATHON & APRIL SIGG	20400 TRAILSIDE DR	Closed	\$391	\$403	(\$12)	No
1/14/2021	21030003	KRG ESTERO LLC	30 S MERIDIAN ST STE 1100	Closed	\$14,899	\$14,899	\$0	No
3/1/2021	21030007	LASER LOUNGE SPA LLC	20400 TRAILSIDE DR	Closed	\$333	\$333	\$0	No
4/1/2021	21050001	WILKEN JESSICA T	20123 LUETTICH LN	Closed	\$264	\$0	\$264	Yes
5/17/2021	21060001	CORKSCREW ENERGY LLC	9780 NW 115th Way	Open	\$131,544	\$0	\$131,544	No
7/15/2021	21080003	ATLANTIC PREMIUM PROPERTIES LLC	709 CAPE CORAL PKWY W	Closed	\$300	\$0	\$300	No
9/17/2021	21100005	LEZELL BERNARD L + CAROL J	10937 BROWN PELICAN CIR	Closed	\$232	\$232	\$0	Yes
9/14/2021	21100006	RAMOS REMEDIOS + RAMOS MARIA R	21211 CYPRESS PARK CIR	Closed	5,797.00	\$0	5,797.00	No
9/15/2021	21100009	DOMENICI HELEN A + MARE MICHAELA	20210 PARK AVE	Open	\$110,796	\$0	\$110,796	Yes
10/4/2021	21110001	SREG UNIVERSITY HIGHLANDS LLC	2210 VANDERBILT BEACH RD, STE 1201	Open	\$94,673	\$0	\$94,673	No
10/27/2021	21120003	UNKNOWN HEIRS OF SCOTT JOYCE A +	20402 LUETTICH LN	Open	\$65,328	\$0	\$65,328	No
11/2/2021	22010001	MDC COAST 5 LLC	PO BOX 711	Closed	\$7,295	\$7,295	\$0	No
10/27/2021	22010002	SREG UNIVERSITY HIGHLANDS LLC	2210 VANDERBILT BEACH ROAD SUITE 1201	Open	\$33,801	\$0	\$33,801	No
12/8/2021	22030001	TIDES AT PELICAN LANDING CONDO	23480 WALDEN CENTER DR	Closed	\$3,606	\$356	\$3,250	No
1/18/2022	22030002	SREG ESTERO GRANDE LLC	2210 VANDERBILT BEACH RD, STE 1201	Open	\$56,544	\$0	\$56,544	No
2/23/2022	22040003	OAK STREET INVESTMENT GRADE NE	125 S WACKER DR STE 1220	Closed	\$23,046	\$296	\$22,750	No
3/16/2022	22040005	TRUIST BANK	PO BOX 167	Open	\$56,422	\$0	\$56,422	No
4/29/2022	22060002	ESTERO COMMONS PROPERTY	1833 HENDRY ST	Closed	\$236	\$236	\$0	No
3/28/2022	22060005	WAL-MART STORES EAST LP	PO BOX 8050	Open	\$33,516	\$0	\$33,516	No
6/7/2022	22070001	VINTAGE TRACE ASSOCIATES LLC	PO BOX 1662	Closed	\$273	\$0	\$273	No
6/21/2022	22070010	21560 RIVER RANCH HOLDINGS LLC	7892 FISHER ISLAND DR	Closed	\$356	\$0	\$356	No

97.45% Compliancy Rate

Total Fines \$3,851,939.77

Total Payments \$147,259.32

Balance Due \$3,704,680.45