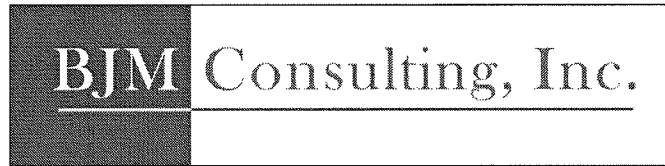


# Estero Incorporation Feasibility Study

Prepared by



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## INTRODUCTION

The Community of Estero is a fast growing residential community that lies in South Lee County. It is made up of many upscale gated communities, destination retail, historic areas, some older neighborhoods and mobile home parks. There are many new commercial nodes at the intersections of major arterials that run throughout the area. The proposed Village of Estero lies between Fort Myers and Bonita Springs, and stretches from the eastern shore of Estero Bay to include 7 or 8 residential communities on Corkscrew Road east of Interstate 75. It is a large geographical area (30+/- square miles, or 19,064 acres), with the developed community existing between ecologically sensitive (DR/GR) land to the East, and the Bay to the West. The 2010 census set the Estero population at 25,112 permanent residents, based on the Estero Fire District estimates the present permanent population for the area proposed for incorporation is 26,612, while the seasonal population grows to an excess of 37,000 people. There are presently 21,133 registered voters in the Estero Fire Rescue District. The estimated number of registered voters in the proposed boundaries for the Village of Estero is 22,324.

Estero is a well established community dating back to the 1850's with family roots going back many generations. The community has most of the necessary infrastructure (water, sewer, roads, and parks) in place. The driving economic force is a mix of retail, business, construction and tourism.

Estero Council of Community Leaders (ECCL) is exploring the viability of incorporation. The primary goals of this consideration are:

- 1) "Home Rule" which would allow area residents to control the future destiny of their community
- 2) Preservation of the present high quality of life

- 3) Preserve the integrity of the Estero Fire District and the Estero Community Planning Area
- 4) Return a greater share of their Lee County tax dollars to the community
- 5) Build a community-centered local government to meet the needs of business and residents alike
- 6) Manage the development of over 1,000 acres of vacant property along its two commercial corridors, US 41 and Corkscrew Road.

A goal of incorporation would be to maintain a minimal level of staffing. Wherever possible, municipal services would be contracted, based on cost effectiveness and the ability to provide a desired level of service. The intent would be to work with the Lee County Government to continue some services provided at the present time. Planning, zoning, and building inspections could be provided by Lee County Government through an interlocal agreement, or be provided by a private sector vendor on a contractual basis. Roads and storm water function will initially remain with Lee County, but could be contracted out by the village to private sector vendors. Water and sanitary sewer services will continue to be provided by Lee County and Bonita Springs Utilities. Code enforcement will initially be provided by Lee County, but could be provided by the municipality in the future if they desired additional levels of services. Law enforcement would remain a function of the Lee County Sheriff's Office, with the levels of service maintained as they are presently. Library, parks and recreation and fire functions would remain as they are presently.

The proposal to contract for services with Lee County is based on the existing success of such relationship already working in Lee County with the Town of Fort Myers Beach and the City of Bonita Springs.

On July 15, 2013, the ECCL signed a letter of engagement with BJM Consulting, Inc. This agreement directed BJM Consulting, Inc. to produce an Incorporation Feasibility Study to submit to the State of Florida by August 28, 2013 and present the study to the Local State Delegation when they meet in the fall of 2013. The study was developed through a series of tasks approved by the ECCL and was to provide an impartial assessment of the tasks and present the findings to the community leaders. The assigned tasks were:

- A review of the existing services presently being provided in Estero
- A review of the boundaries for the proposed incorporation area
- Development of proposed incorporation revenue timeline
- Development of revenue analysis for proposed incorporated area
- Development of expenditure analysis for proposed incorporated area
- A pro forma presentation of revenue vs. expenditures, forecasted for a period of five years

Financial projections by BJM Consulting, Inc. are based on information provided by Lee County governmental agencies and compared to projections provided by the State of Florida. In addition to developing these financial projections, BJM Consulting, Inc. reviewed many existing documents and conducted a series of interviews with parties involved in the Estero community, or with entities that might provide services to the Village of Estero on a contractual basis should the community become a municipality.

In addition to providing an independent assessment of the scope of services developed by the ECCL, BJM Consulting, Inc. has completed a SWOT (strengths, weaknesses, opportunities and threats) Analysis of incorporation for the Estero community. The intent has been to provide a concise yet thorough analysis of factors that Estero residents and voters would need to consider when formulating a decision on whether to pursue incorporation of their community.

The study contemplates three possible alternatives to address all the future governance policy concerns of the residents of the community of Estero: they can remain part of unincorporated Lee County; face continued annexation attempts from the City of Bonita Springs (either real or perceived); or look at the feasibility of incorporation. The reader will see these options being discussed throughout the SWOT analysis.

The fiscal analysis assumes a level revenue generation for the possible incorporation by using all existing levels of taxation and fees being charged by Lee County and no change in any of the service levels presently being provided by Lee County in the Estero Community Planning Area.

BJM Consulting, Inc. extends their appreciation to the numerous individuals who cooperated with their efforts in completing this report. It needs to be noted during this effort we interviewed more community leaders and had more responses to our questionnaire for the SWOT analysis than from any other community group we have worked with.

The name and addresses of the three people submitting this proposal are:

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Bonita Springs, FL 34135

## EXECUTIVE SUMMARY

### SWOT ANALYSIS

The basis of a SWOT (Strengths, Weaknesses, Opportunities, and Threats) Analysis is to identify the current conditions of an organization in four areas. Strengths and weaknesses are areas that exist within the community today, while opportunities and threats are issues or factors which may face the community in the future. By identifying these conditions, citizens of the Estero community can make informed decisions on whether incorporation is the best path to address the special needs and concerns of the community. The SWOT analysis was compiled through interviews with and responses to questionnaires submitted to BJM Consulting.

The SWOT Analysis will be broken up into three parts; overall issues that will affect the community, expense and revenue issues, and contractual service agreements for key services such as law enforcement, code enforcement, maintenance of public rights of way and planning and zoning issues.

It should be noted that the analysis of expenditures and revenues is based on financial projections developed by BJM Consulting, Inc. to support a new and innovative type of local government. In today's changing world many local governments are looking to outsource many services. This new prototype proposes to outsource many government functions.

#### Overall Issues

##### **Strengths:**

- Estero is a large diverse community with most of its necessary infrastructure in place
- Estero leaders put off incorporation talks until its population and tax base became large enough to support an efficient local government and most of the necessary infrastructure was completed
- Estero has a strong ad valorem and sales tax base
- The community has a new and efficient roadway network that has expanded from 8 north-south lanes to 20 such lanes during the last decade
- Community leaders are knowledgeable and experienced in providing existing public services through their efforts working with existing local governing agencies
- The community has demonstrated the ability to work together to accomplish a common goal
- The community has a community plan that has been developed with much citizen input and adopted by the Lee County Board. This plan is likely to be the model for the Village's first comprehensive land use plan



- The community has the ability to incorporate existing land development codes into the zoning regulations of a new municipality
- There is existing support for a business-like look at incorporation by local residents
- As proposed, the new municipality would not need a large number of employees to provide a high quality of life and good levels of municipal service
- The majority of Estero's residents live in residential communities that are responsible for the maintenance and repair of the community's roads and adjacent landscaping
- Many of the gated communities have recreation amenities that they maintain for their residents greatly reducing the need for local government recreation services
- Florida Gulf Coast University (FGCU) in Southeast Lee County just to the north of the community will have a major positive impact on the growth of the area
- The proximity of the Southwest Florida International Airport will have a positive influence on the commercial and business development of the community
- The community is home to two regional shopping centers, Coconut Point Town Center and Miromar Outlets
- In addition it is home to Germain Arena, Miromar Design Center, Estero Community Park, pleasing esthetics, centrally located in SW Florida, proximity to the beaches and easy access to major interstate and SW Regional Airport
- As a result of Estero's outstanding location and superior road network Hertz World Headquarters will be locating in the community in 2015 with at least 700 new, year round, high wage jobs
- For many years Estero did not need to be concerned about stimulating economic development but with the recession that changed and the community recruited many of its retired executives to become active in its economic development program and joined the Bonita Springs Estero Economic Development Council to implement a joint effort
- Estero is a safe community with many communities providing supplemental security services to their residents
- Estero has been successful in helping many of its residents serve on County and other governments that serve the community from the County's LPA, Sustainability Committee, Charter Review Committee, Conservation 20/20 Committee, DR/GR Committee, the MPO Citizen Advisory Committee, the Airports Special Management Committee to name a few.

- The Estero Design Review Committee's review process of all new developments has led to a coordinated and aesthetically pleasing look for the community
- The community is in the process of updating their Community Plan calling for the establishment of "Centers of Interest" for Health, Culture, Commerce and Historic Districts
- The area has many high-end gated residential communities
- There is a wealth of available, experienced leaders
- The ECCL has established a strong relationship with Lee County and its Commissioners
- Estero is the best example of an unincorporated area working with Lee County Commissioners
- Estero Concert Series: 5 - 6 Classical music concerts conducted yearly in the 1905 Art Hall in the Koreshan State Historic Site and performed by accomplished musicians from the Naples Philharmonic and other important musical groups around the country.
- Estero Art League - promotes the arts in Estero
- Estero Festival of the Arts - art competition for Estero school children
- Friends of S. County Regional Library - sponsors author luncheons and reading programs
- Access to the Estero River, including opportunities for kayaking and canoeing from Estero to Estero Bay, as well as salt water and fresh water fishing.
- Home of the Koreshan State Park.
- Nearby the spring training sites for the Boston Red Sox and Minnesota Twins.

#### **Weaknesses:**

- Like all seasonal communities residents and business owners who are part-time non-registered voters will have less influence on level-of-service discussions than the community's year round residents
- Like all new municipalities, Estero has never completed the State of Florida Comprehensive Planning Process required of all municipalities. While the area has an adopted community plan that could be the basis of the new municipality's comprehensive plan, this still will be a new exercise for the community.
- Like all new municipalities, Estero has not established relationships with Federal and State agencies
- Because the proposed Charter plans for the Village of Estero to provide many key services (law enforcement, fire, road maintenance, and planning and zoning), through inter-governmental agreements, quality control will become an important matter for the new municipality

- At present Estero is primarily a retirement community but as more working families locate here many of them will commute outside of the community for work
- At present Estero does not have an established downtown area
- During the recent real estate bubble there was a shortage of affordable housing within the community. This condition could return unless more rental apartment complexes are developed.
- Since Estero is relatively new as a mature community it does not have a fully developed “sense of place”.
- The City of Bonita Springs is in the process of annexing some areas within the southern part of the Estero Community Planning area and the Estero Fire Rescue District, both of which are in unincorporated Lee County
- At present there is a lack of “Home Rule”, the community has to rely on the Lee County Commission located in Fort Myers to protect their quality of Life
- Some local business leaders believe organizations such as the ECCL and VOTE Estero are representing the local communities without regard for the business community in regards to the need for additional infrastructure
- According to some Lee County transportation experts the Corkscrew – I-75 interchange will fail within a few short years if some action isn’t taken.
- FDOT has recently removed dollars from its work program which were scheduled to make improvements to the I-75 Interchange at Corkscrew.
- The City of Bonita Springs continues to encroach into Estero through annexations causing some Estero residents to think Bonita leaders believe they know what is better for Estero than Estero leaders which they find offensive.
- Like most of Lee County’s municipalities Estero’s commercial vacancy rates are high and the community has a large amount of commercially zoned vacant land
- There is no beachfront property inside Estero however several communities have boat access to adjacent island beaches
- There are some areas that have experienced flooding during longer periods of heavy rain and not all of them have been fully addressed by the appropriate agencies
- There are some areas with unpaved roads, both private and public, which have proven to be problematic for other Southwest Florida cities
- There have been times when Lee County code enforcement has not been adequately responsive. As a southern Lee County community Estero is a long way from the county seat in Fort Myers, thus reducing community citizens and businesses easy access to local governmental services

- As a coastal community in Florida the area is susceptible to damage for hurricanes

### **Opportunities:**

- Votes on incorporation are supported by members of the Lee County delegation to the Florida House of Representatives and Florida Senate if the residents of the area to be incorporated demonstrate a showing of community support for a referendum that will allow the voters to decide how they want to be governed
- Local governmental agencies (Lee County Sheriff's Office and Lee County governmental staff) are willing to negotiate the provision of services for the new municipality when it is formed. This would allow the Estero municipal government to determine the levels of service desired for the community rather than rely on the decisions of outside boards or elected officials
- Incorporation would provide the Village of Estero with "home rule" powers, as defined in the Florida Constitution, that can be used by the Council to satisfy the needs and protect the interests of the community and determine how the community will develop in the future
- The Village could negotiate with Lee County for control of impact fees collected within the incorporated area
- The pending growth in professional business development associated with Hertz and related developments could provide for an increase in well paid, year round jobs available for residents of the community
- Clearly establish Estero's boundaries and prevent additional annexation attempts by the City of Bonita Springs
- Encourage new development/redevelopment focusing on housing for the baby boom generation, continuing care facilities and young working families
- Becoming a municipality may help to create a greater sense of community throughout the proposed area for incorporation
- Residents who are now served by the San Carlos Fire District may find it easier to become residents of the Estero Fire District with its lower tax rate
- Develop the vacant commercial and residential property in a consistent manner with the high standards established by the community of Estero
- As FGCU continues to grow and expand Estero could become more and more of a "college town"
- Estero can take over projects with capital dollars in the County's 5 year Capital Improvement Plan (CIP)

## Threats:

- The City of Bonita Springs will vigorously defend their two mile buffer claim with the Lee County Legislative Delegation
- San Carlos Fire District leaders are opposed to the southern part of their Fire District being included in the area to be incorporated in the Village of Estero
- If the Lee County Legislative Delegation decided to approve boundaries for the Village of Estero that excludes the two mile buffer area in the Estero part of unincorporated Lee county north of the City of Bonita Springs and the ECCL decided to continue with the incorporation referendum and it was approved by the voters of that area a two mile strip of unincorporated Lee County would remain thus offering continuing opportunities for annexation initiatives by each municipality
- The community may have limited ability for new growth in one undeveloped parcel in the High Coastal Hazard Area
- Some residents are concerned that the creation of a new level of government will result in Village services that might be unwanted and cause a rise in property taxes and/or new fees
- The voting strength of the gated communities might leave other areas underserved and without adequate representation on the Village Council
- County and State budget shortfalls could translate into a lack of commitment to additional roadway landscaping along Via Coconut Point and any new arterial roads built within the municipality
- The incorporation effort may sever a good relationship with Lee County and show a lack of support to defend our boundaries
- Voters concern about candidates for the Village Council seeking to serve their own self-interest will be elected and undermine what so many have spent many years building
- If Estero does not incorporate and Bonita Springs annexes more of Estero, the community plan and its supporting land development code provisions the community has established may be rolled back and the appearance and property values achieved will be degraded
- The new Village Council may lose interest in the lands to the east of the Village of Estero that will not be within their area of responsibility although they impact the municipality from a flooding and water supply perspective.
- If Estero does not incorporate, the community's growing tax dollars will continue to be used elsewhere in unincorporated Lee County and the community's infrastructure could decay
- Estero Recreation Center was built as a community park paid for with impact fees and still has outstanding debt. If accepted by the Village of Estero they would have to pay the rest of the debt

- Incorporation may set back the cooperative economic development efforts recently experienced with the Bonita Springs Estero Economic Development Council
- There is a concern present community leaders who have done an excellent job to date may not want to take on the roles of local government officials having to run for office, fill out financial disclosure forms, and govern under the restrictions of the Florida Sunshine Law

## **Expenses**

### **Strengths**

- The use of conservative expenditure forecasts
- The use of a financial plan that includes appropriate contingency expenses and prudent reserves
- A service-delivery plan that limits the number of municipal employees while relying upon contracting for services, using competitive bidding where possible
- Over 65% of all Estero housing units are less than 13 years old while about 80% of all Estero commercial properties are under 10 years old. The streets, water and sewer systems that support them are the usually the same age. Almost all of Estero's major roads have been built or widened during this same period. Thus the community's infrastructure and maintenance costs will be lower for the next decade than other more mature municipalities

### **Weaknesses**

- Although the Village of Estero will start out contracting for most municipal services the initial members of the Village Council have the authority to change that policy and could vote to have all services provided in-house by municipal employees or pay higher costs to continue those or other services.

### **Opportunities**

- The Village Council of Estero would have the ability to implement an innovative, lean and progressive municipal government organization focused on supplying the levels of service needed and supported by the voters of the community.
- The Estero Village Council would have the ability to negotiate specific levels of service from other governmental or private organizations that provide such services to municipal governments (i.e. Impact Fees).

## **Threats**

- The potential inability of the Village Council to negotiate long-term agreements with contracting agencies for delivery of needed service could force the community to provide those services in-house
- There is a potential need to establish in-house service providers in the future
- There are insufficient capital dollars in the budget to satisfy the infrastructure and emergency reserves needs of the community
- In the initial years there is not sufficient funds in reserves to cover the cost of recovering from a hurricane

## **Revenue**

### **Strengths**

- The use of conservative revenue estimates
- A strong history of growth in taxable property values
  
- A rather large population for municipalities in Florida creates a funding source from State Shared Revenues (SSR) large enough to cover the cost of municipal government administration.
- The residents of Estero benefit from the fact that a larger proportion of the Estero property tax base is commercial, not residential, property than other municipalities
- A large supply of developable land along the community's major thoroughfares that is likely to provide considerable revenue growth during the next decade or two
- Having at least two major commercial developments scheduled to begin prior to the vote on incorporation, the \$50 million Hertz International Headquarters development and the 180,000 square foot Wal-Mart store on property they acquired in 2004.

### **Weaknesses**

- With a large percentage of Estero's residential properties having Homestead Exemptions on them, the Save Our Home Amendment could have the effect of causing more and more of the property tax burden of local government on the non-homestead property owners
- Residents who live in mobile home communities within a municipality pay considerably less for the same municipal services than residents who live in single family or multi-family structures. Manufactured housing makes up less than 1% of the residential units in Estero

## **Opportunities**

- The ability to petition the state Legislature to receive state shared revenues during the first year of operation
- The ability to alter the composition of revenue sources based upon the needs of the Community that may differ from that of the County
- The ability to join with other governmental bodies on behalf of Estero's need for capital dollars through grants and partnerships
- The ability to apply for numerous state, federal and foundation grants that will assist the Village to achieve goals that enhance the quality of life in the community
- Gain access to a diverse revenue sources including ad valorem property taxes, public service tax, franchise fees, licensing and permits, user fees and fines

## **Threats**

- The loss of revenue-raising capability if the application timelines are not met
- Failure to access and allocate needed capital funds for the Village's infrastructure needs could cause degradation of the present quality of life.

## **Contractual Services**

## **(Law Enforcement, Fire Protection, Planning Zoning and other services)**

### **Strengths**

- Provides the Village with the ability to utilize the strengths, economies and size of other agencies and service providers in terms of manpower, training and equipment
- Permits the Village to avoid the extensive capital costs necessary to begin departments such as police, fire, dispatch for fire and police and geo-processing capabilities needed for planning and zoning
- Permits the Village with the ability to avoid hiring support personnel for law enforcement, fire and planning and zoning staff.

### **Weaknesses**

- The Village loses the ability to control policy decisions made by the agencies with whom it has contracted. The Sheriff, Fire Commissioners and County Government staffs all have outside interests that could conflict with the interests of the Village of Estero and its residents. While contractual provisions could be incorporated into the agreement for services, day-to-day policy is too cumbersome to be part of the agreement. Although the



contractual agreements would specify that certain levels of service should be provided, temporary demands or changes in the community's desired levels of service or focus of the program would not be as easily changed when compared to in-house staff.

### **Opportunities**

- The use of contractual services with outside agencies in the early years of a municipality will allow the Village policy makers to keep the initial costs of municipal government to a minimum by avoiding extensive capital and other start up costs
- As the inevitable unexpected situations are encountered by the original Village Council additional staffing to handle delivery of essential services can be added
- The Village will have the ability to increase or decrease personnel and levels of service by amending the contract.

### **Threats**

- A change in the political or administrative leadership of service providing outside agencies could reduce or eliminate the willingness of those agencies to negotiate for services, or to increase the costs for those services in the future
- Delays in finalizing the negotiation of contractual services contracts could leave the Village without essential services such as law enforcement patrol or fire protection or hamper the city's ability to meet its comprehensive plan submission deadline

## REVIEW OF EXISTING AREA AND SERVICES

The proposed Village of Estero lies between Fort Myers and Bonita Springs, and stretches from the eastern shore of Estero Bay to include 7 or 8 residential communities on Corkscrew Road east of Interstate 75. It is a large geographical area (30+/- square miles, or 19,064 acres), with the developed community existing between ecologically sensitive (DR/GR) land to the East, and the Bay to the West. According to Lee County land use classifications the area is made up of both residential and commercial uses. Most of the development in the area has been designated by Lee County as the Estero Community Planning District. Included within this Planning District are several residential communities that lie within the San Carlos Park Fire District. Specifically they are The Reserves of Estero, Belle Lago, Osprey Cove, Breckenridge and The Vines as shown on the Estero Planning District Maps.

Present land use characteristics of Estero include residential and commercial designations with PUD's mixed in. Attached is a copy of the Lee County Land Use Map as **Appendix 1**. The listing of existing Lee County land uses are as follows: Conservation Lands Upland, Conservation Lands Wetland, General Interchange, Outlying Suburban; Public Facilities, Rural, Suburban, Urban Community, and Wetlands. The areas identified as General Interchange and Urban Community land uses make up 22% of the developable area. As of August 26, 2013 there are 18 pending land use or zoning cases in the proposed area of incorporation. A list of the cases can be found as **Appendix 2**. The existing Lee County zoning uses are as follows: residential development, commercial development, mixed use development, public education facilities, community facilities, public safety facilities, institutional and preserve. Attached is a copy of the existing zoning map as **Appendix 3**. This is the area that is defined in the proposed charter and will be the area used as the basis for this study.

The area considered for the proposed incorporation is approximately 30+/- square Miles, or 19,064 +/- acres (**See Map Appendix 4**). The estimated permanent population for this area at 26,612, this equates to a population density of 1.4 persons per acre and does not meet the minimum density requirement of 1.5 persons per acre. In support of allowing for this lower population density it must be considered that 5,699 acres of the area are classified as wetlands and will never support any type of development. If the wetlands are taken into consideration the population density is 1.99 persons per acre. The proposed Charter will have to ask for a waiver from population density requirement in the statute.

The proposed area is compact, contiguous, and amenable to a separate municipal government (**See Map Appendix 4**). The southern border of the area is contiguous with the northern limits of the City of Bonita Springs. To allow this a waiver of the "Standards of Incorporation" needs to be approved by the State Legislature allowing Estero to include all areas that have been traditionally part of Estero. Such a waiver is consistent with past actions of the State Legislature.

In November, 2009, the ECCL adopted a resolution calling upon the state legislature to waive the two mile buffer zone between Estero and the City of Bonita Springs in order that the residents of the area are able to vote and determine how they will be governed.

There are several constitutional and legal issues that question the validity of that provision of the Florida Statutes. Prohibiting arbitrarily the ability of citizens from voting may violate the provisions of the United States Constitution. In order to validate the provision the state would have to show a compelling state interest.

However, the Legislature has included guidance as to the meaning and application of the stated requirements in the Florida Local Government Formation Manual. The manual states: "In recent years several special acts have been passed by the Florida Legislature that do not meet the incorporation standards of Chapter 165, Florida Statutes. The Florida Legislature is bound by the provisions of the Florida Constitution and cannot enact laws that conflict with the Constitution. However, one legislature cannot tie the hands of future legislatures. Therefore, the current acting legislature may enact general laws or special acts that conflict with prior laws adopted by past legislatures. Since incorporation laws are not part of the Florida Constitution, the standards for incorporation listed in chapter 165, Florida Statutes, are considered to be guidelines when the legislature passes a special act to incorporate a new municipality. As such, the Legislature can approve a municipal incorporation even if the standards are not met by the proposed village. These requirements as set forth in Section 165.061(1) F.S. are subject to amendment by a later special act. The legislature has both the authority to enact requirements and to amend or waive such requirements by subsequent legislative action.

The proposed area for the Village of Estero is currently receiving public services from Lee County Government, Estero Fire and Rescue District and San Carlos Fire and Rescue District. These services include maintenance of public street rights-of-way, parks, planning and zoning, code enforcement, environmental services, animal control, library, human services and other governmental services. Water and sewer services are provided by Lee County Utilities and Bonita Springs Utilities depending on the location within the proposed area for incorporation. The Estero Fire and Rescue District and San Carlos Fire and Rescue District provide fire protection and emergency medical services along with Lee County Emergency Medical Services. Law enforcement is the responsibility of the Lee County Sheriff's Department. Florida Power and Light provide electric services. Cable television and communication services are provided by private companies such as Embarq, Verizon, Direct TV and Comcast.

The following is a listing of recent and proposed development in the area being proposed for incorporation.

### **Commercial & Residential Properties Available in Estero**

	Retail	Office	Other Commercie comm.	Total	12/31/2009 Completed	Housing Units	Hotel Rooms	Hotel room Completed
US41 south of Corkscrew	2,938,000	1,050,000	1,016,900	5,004,900	2,133,000	1,767	1,175	105
US 41 north of Corkscrew	831,200	203,000	234,200	1,268,400	123,000	853	100	
I-75 Corkscrew	2,490,000	120,000	285,000	2,895,000	1,622,000		720	225
Corkscrew	432,000	309,250	437,000	1,178,250	239,000	244	150	
Main St area Smaler develop.	758,200	175,000	175,000	1,163,200	275,000	294	450	450
<b>Total</b>	<b>7,449,400</b>	<b>1,912,500</b>	<b>2,148,100</b>	<b>11,509,750</b>	<b>4,392,000</b>	<b>3,158</b>	<b>2,595</b>	<b>780</b>

### **How would incorporation impact the existing services in the community and what would be the job of the new municipal government?**

It is projected that after incorporation, a variety of options for the delivery of services will be addressed by the Village Council, but that all governmental services exclusive of fire protection and emergency medical services would be provided by the Village of Estero. One of the options to be discussed will be contracting with Lee County for particular services such as parks, planning and zoning, code enforcement, environmental services, animal control, library, human services and other governmental services. An example of a "Letter of Understanding" between the Lee County Government and the Village of Estero for General Government Services is presented as **Appendix 5**.

Similar discussions will take place with the Lee County Sheriff's Department as the Village Council determines the level of law enforcement the citizens of Estero desire. An example of a "Letter of Understanding" between the Lee County Sheriff's Department and the Village of Estero for Law Enforcement Services is presented as **Appendix 6**.

The existence of two fire districts and two water and sewer utility providers within the proposed area for incorporation might lead to confusion among residents once incorporated. Under the existing Bonita Springs Utility agreement the Bonita City Council approves their rates, so Estero residents will have to appear before the Bonita City Council for utility rate hearings. Estero residents will also be paying two different amounts for fire and rescue services. It should be noted these exact conditions exist today, but may be exacerbated after incorporation.

The proposed Village of Estero municipal operations will unify the community's land use, zoning, building and code regulations and inspections. The village will have enforcement authority under the proposed Village Charter. Minimal number of employees will be hired, but it will establish levels of service, prioritize capital and maintenance projects, be a resource for civic organizations, and direct the contractors who will provide the actual services.

Lee County Government, the Estero Fire and Rescue District and the San Carlos Fire and Rescue District have boundaries lying within the proposed incorporation area that are on record with the Clerk of Courts and Property Appraisers Office. The proposed incorporation will have no effect on countywide boundaries or the boundaries of taxing authorities such as:

- Lee County General Fund
- Lee County School District
- Lee County Mosquito Control District
- South Florida Water Management District
- Lee County Hyacinth Control
- West Coast Inland Waterway District
- Lee County Library System.

Local governments that currently provide services in Estero have budgets for such services and projected expenditures very much in line with other Florida communities. It is anticipated they will charge the Village of Estero at least as much as they currently spend to provide services to unincorporated Estero after incorporation. The following is a projection of the necessary expenditures for these local governments in FY 2014 as compared to another Lee County city: Bonita Springs.

Village of Estero City Government cost per capita for FY 2014      \$206.40

Bonita Springs General Government cost per capita for FY 2014      \$273.30

Some of the additional cost for Bonita Springs is the enhanced Recreation and Cultural Services over and above Lee County's core level of service which will be available in Estero

**DEVELOPMENT OF A POSSIBLE  
INCORPORATION/REVENUE TIMELINE  
FOR THE VILLAGE OF ESTERO**

This study assumes the following incorporation/revenue timeline for the Village of Estero:

<u>Date</u>	<u>Activity</u>
July 2013	The ECCL presents the idea of Estero incorporation to the local delegation
August 2013	Feasibility Report on incorporation is completed
September 2013	Feasibility Report along with Draft Charter is presented to State of Florida
December 2013	Local Bill (Charter) is presented and passed by Local Delegation
March 2014	Local bill goes to Florida Legislature, and if passed
Spring and summer 2014	Community debates the pros and cons of incorporation
November 2014	Incorporation referendum, and if passed
December 31, 2014	City becomes a legal entity.
March 2015	Council elections held.
March 2015	City begins receiving State Shared Revenue (provided city charter is approved)
November 2015- January 2016	City begins receiving ad valorem tax revenue
July 2016	City receives first revenue sharing and sales tax if strict statutory timeline is followed

Local governments operate on an October 1 -September 30 fiscal year. The State of Florida however, follows a July 1-June 30 fiscal year. In order for the newly incorporated Village of Estero to qualify for ad valorem taxes and various types of state shared revenues, it must meet property appraiser

deadlines and comply with state-mandated criteria for state shared revenues.

If the Village of Estero does become a legal entity by December 2014, it should begin receiving property tax revenues collected by the Lee County Tax Collector between November 2015 and January 2016. Unlike other attempted incorporations, the Village of Estero is a clearly established independent taxing district with clearly identified boundaries. This should make cooperation and coordination with the Lee County Property Appraiser that much easier.

The important dates to remember for revenue purposes are:

Establishment of a tentative millage (following public hearings) on or before July 31, 2015

Adoption of a final millage rate (following two public hearings) on or before September 30, 2015

With regard to state shared revenues, The Village of Estero must meet specific criteria established in F.S. 218.23(1), which states:

"To be eligible to participate in revenue sharing beyond the entitlement in any fiscal year, a unit of local government is required to have:

A) Reported its finances for its most recently completed fiscal year to the Department of Banking and Finance pursuant to s. 218.32.

B) Made provisions for annual post audits of its financial accounts in accordance with provisions of law.

C) Levied, as shown on its most recent financial report pursuant to s.218.32, ad valorem taxes, exclusive of taxes levied for debt service or other special millage authorized by voters, to produce the revenue equivalent to a millage rate of 3 mills on a dollar based on the 1973 taxable values as certified by the property appraiser pursuant to s. 193.122(2) or, in order to produce revenue equivalent to that which would otherwise be produced by such 3 mill ad valorem tax, to have received a remittance from the county pursuant to s. 125.01(6)(a), collected an occupational license tax or a utility tax, levied an ad valorem tax or received revenue from any combination of these four sources. If a new municipality is incorporated, the provisions of this paragraph shall apply to the taxable values for the year of incorporation as certified by the property appraiser. This paragraph requires only a minimum amount to be raised from the ad valorem tax, the occupational license tax and the utility tax. It does not require a minimum millage rate."

Remember that the State operates on a July 1-June 30 fiscal year. The Village of Estero may not be eligible for state shared revenues until July 1, 2015, because of that time lag between the date of incorporation and the beginning of the State fiscal year.

### Revenue Timeline Findings

The Village of Estero proposed revenue timeline projects state shared revenue as of March 2015, pending approval of the necessary language in the Village Charter. If this does not occur, the July 2016 date is well into the proposed municipality's second fiscal year, the Village should then be able to meet the criteria established F.S. 218.33(1). Thereafter, state shared revenue is distributed on a monthly basis. This revenue timeline appears accurate, provided incorporation and other steps toward becoming a legal entity are completed within the proposed incorporation calendar.



## **DEVELOPMENT OF REVENUE ANALYSIS FOR THE VILLAGE OF ESTERO**

For the purpose of this study the revenue analysis is based on the population and taxable value of the Estero Community Planning Area.

### Municipal Revenues

Municipal governments utilize a wide variety of revenues to pay for services provided to their citizens. Responsible municipal governments attempt to balance their revenue sources to produce long-term solvency while utilizing a revenue mix that is compatible with local needs. Depending on these needs, municipal officials should conscientiously formulate a mix of revenues that will pay for municipal operations and services.

Florida's state constitution gives municipalities home rule authority in all areas except taxation. A municipality has the discretion to perform any public service, enact any ordinance unless specifically prohibited by the state. The constitution restricts municipalities to levying taxes that specifically have been authorized by general law enacted by the Florida Legislature. The lone exception is property tax. It is the only local revenue source authorized by the constitution and is capped at 10 mills for general operating purposes. A mill is equal to \$1 of tax for each \$1, 000 of taxable value.

The following is an overview of general fees and revenues typically available to a municipality.

### Ad Valorem Property Tax

Property taxes are based on the value of real and personal property. Each year the county property appraiser determines the total value of each parcel of property. The value of residential property is based solely on the value of the real estate, which includes the buildings and improvements, while commercial property includes these values in addition to all relevant personal property. This value is called "assessed value." After subtracting all lawful exemptions (i.e. Homestead, \$50,000; widow, \$500; widower, \$500; disability \$500), the remaining value is called "taxable value."

Ad valorem taxes are based on taxable value. The property tax is calculated by multiplying taxable value of property by .001, and then multiplying that number by the rate of taxation, which is referred as "mills" or "millage rate." For example, for a home assessed at \$250,000 by the county property appraiser, the taxable value would be \$200,000 after deducting the \$50,000 Homestead exemption. If the municipality's millage rate were 5.0 mills, the property taxes would be \$1,000 ( $\$200,000 \times .001 = \$200 \times 5.0 \text{ mills} = \$1,000$ .)

All property taxes are due and payable on November 1 each year or as soon as the assessment roll is certified by the Lee County Property Appraiser.

Lee County will mail each property owner a notice of taxes due to the city and the discount rate for paying taxes (4 percent if paid in November, 3 percent if paid in December, 2 percent if paid in January and 1 percent if paid in February.) There is no discount if taxes are paid in the month of March, and taxes are considered delinquent after April 1.

Estero Community Planning Area taxable value for the 2014 tax year was estimated by the Lee County Property Appraiser's Office in August 2013. The taxable value is \$ 4.95 billion. Based on this estimate, the Village of Estero tax revenues for fiscal year 2014 per one mill levied can be projected as follows:

Taxable value	\$4,949,176,014
<u>x the percent 0.95</u>	
Revised Taxable Value	\$4,701,717,213
<u>x millage rate .001</u>	
Estimated Property Tax	\$4,701,717
Revenues at 1 mill for FY 2014	

Ad Valorem Property Tax Findings

Historically, Estero property owners have taken advantage of the various discounts offered by the Lee County Tax Collector. The certificate of taxable value does not account for such discounts; therefore, a 95 percent projection represents a reasonable and prudent estimate technique used by numerous local Florida governments. For the purposes of this study we will use Lee County's unincorporated MSTU 2013 TRIM millage of 0.8398 mills. Property tax revenues account for 47.5% percent of the total Village of Estero general fund revenue base projected in this fiscal analysis.

For the purposes of qualifying to participate in State Shared Revenue (SSR) program, which will be discussed later in this report, citizens of the Village of Estero will have to pay a total local tax rate of 3 mills to support local government services. This requirement is met by adding the Village tax rate of 0.8398 mills to the fire and rescue districts' tax rate of 2.18 mills for Estero Fire Rescue District or the 3 mills for the San Carlos Fire Rescue District. The total mills paid for local government services are either 3.0198 or 3.8398; both of which exceed the required minimum to participate in the SSR program. There are other local taxes that are being leveled on the tax payers of the area proposed for incorporation like the Lee County All Hazard Tax. This will give additional flexibility to adjust the future tax rate of the Village of Estero and still allow them to meet the 3 mills requirement to participate in the SSR program.

Public Service Tax

The Public Service Tax, also called the "Utility Tax", is another substantial revenue source. This tax is levied by the municipality on specific utility services collected by the utility provider, even if the provider is the municipality itself. The tax is incorporated into the utility bill and is based on relative consumption.

Section 166.231 of the Florida Statutes provides authority to assess a tax based on the purchase of electricity, telephone and telegraph, water and heating fuels (natural gas, propane, fuel oil and kerosene) at a rate not to exceed 10 percent. Many municipalities apply this tax on a broader definition of telecommunications, which include intrastate long distance, cellular, pagers, etc. In this case the maximum rate allowed is 7 percent on all applicable telecommunications. Under this option all covered utilities are limited to the 7 percent cap.

### Public Service Tax Findings

Because this tax has not been approved for use in unincorporated Lee County the Village of Estero incorporation analysis does not include revenues associated with a Public Service Tax; therefore implementation of the tax at a later date could produce two results--additional revenues to either support programs or reduce ad valorem property taxes.

### Franchise Fees

Franchise fees generate revenues in much the same way as the Public Service Tax. Franchise fees, however, typically are levied on a company or utility for the privilege of doing business within the municipality's jurisdiction and/or for utilizing a municipality's right-of-way to transact business.

A 1987 Florida League of Cities survey indicates that franchise fees are levied on electricity, telephone (1 percent maximum), water, sewer, natural gas, cable television (5 percent maximum), solid waste collection, taxis, marinas, mass transit and golf courses. These fees are generally levied at rates of up to 6 percent of gross billings, except where noted above.

### Franchise Fees/Communication Service Tax Findings

Lee County does levy franchise fees/communication service tax (Telephone & Cable TV), but the county retains the revenues derived from the collection of these fees. If the Village of Estero is incorporated, it would be exempt from county franchise fees. Adoption of these fees by The Village of Estero would produce revenue to the municipality with no additional fiscal impact on community residents. Additional or increased fees adopted at a later date could produce one of two results -- additional revenues to either support municipal services or programs or reduce ad valorem property taxes..

Based on projections developed from using a mixture of other Florida cities; franchise fees/communication service tax revenue for the Village of Estero in fiscal year 2015 are estimated at **\$1,916,064**.

### User Fees

The Florida Comptroller defines user fees as "voluntary payments based

on direct measurable consumption of publicly provided goods and services." User fees are derived from charges for water, waste water, natural gas, electricity, mass transit, garbage collection, parks and recreation, building inspections, public transportation, special public safety services and a variety of other services.

User fees have substantially increased as a proportionate share of a municipal budget since the 1970's. For some services, fees are charged at rates below the actual cost and partially are offset by taxes. This is necessary for some services so that residents on fixed incomes are not excluded due to high prices. For other services, user fees cover the full cost of service delivery; these services are called enterprise operations. A golf course would be a typical example of an enterprise operation.

In recent years it has become common for municipalities to incorporate "administrative charges" to offset indirect administrative costs computed as a percentage of gross collections on various enterprise operations, such as electric, water, natural gas, golf course, airport parking and other fee-type services. These show up on the revenue side as "transfers to the general fund" and overhead.

### User Fees Findings

The Village of Estero analysis does not include revenues associated with user fees. It is projected all existing Lee County user fees would be adopted by the Village of Estero and pay for the services they are presently supporting.

### Intergovernmental Revenue

This category is referred to as "revenue sharing." These revenues are collected by one government and shared with other governmental units. The major sources are delineated below.

### Municipal Revenue Sharing

The Revenue Act of 1972 (Florida law, chapter 72-360) describes state revenues that are shared between counties and municipalities.

#### "Eligibility Requirements

Pursuant to s. 218.23, F.S., a local government must meet the following requirements to be eligible to participate in revenue sharing beyond the minimum element in any fiscal year:

- 1) Report its finances for the most recently completed fiscal year to the Department of Banking and Finance, pursuant to s 218.32 F.S., (s. 218.23(1)(a), F.S.).
- 2) Make provisions for annual post audits of its financial accounts in accordance with law, pursuant to chapter 10.500 Rules of the Auditor General (s. 218.23 (1)(b), F.S.).

3) For local governments eligible in 1972, levy ad valorem taxes (excluding debt service and other special millage) that will produce the equivalent of three mills per dollar of assessed valuation, based on 1973 taxable values as certified by the property appraiser, or collect an equivalent amount of revenue from occupational license tax, or a utility tax (or both) in combination with the ad valorem tax; or for municipalities eligible after 1972, the three mill equivalency requirements will be based upon the per dollar of assessed valuation in the year of incorporation (s.218.23(1)(c), F.S.).

4) Certify that its law enforcement officers, as defined in s. 943.10(1), F.S. meet the qualifications established by the Criminal Justice Standards and Training Commissions, its salary structure and salary plans meet the provisions of Chapter 943, Florida Statutes, and no law enforcement officer receives an annual salary less than \$6,000. However, the Department of Revenue may waive the minimum law enforcement salary requirements, if the municipality or county certifies that it is levying ad valorem taxes at 10 mills (s.218.23(1)(d), F.S.).

5) Certify that its firefighters, as defined in s. 633.30(1), F.S. meet the qualifications for employment established by the Division of State Fire Marshal pursuant to ss.633.34 and 633.35, F.S. and that provisions of s.633.382, F.S. have been met (s.218.23(1)(e), F.S.).

6) Certify that each dependent special district that is budgeted separately from the general budget of the local governing authority has met the provision for an annual post audit of its financial accounts in accordance with the provisions of law (s.218.23(1)(f), F.S.).

7) Certify to the Department of Revenue that the requirements of s.200.065, F.S. ("TRIM") are met, if applicable. This certification is made annually within 30 days of adoption of an ordinance or resolution establishing the final property tax levy, or if no property tax is levied, not later than November 1 (s.218.23 (1)(f), F.S.).

8) Notwithstanding the requirement that municipalities produce revenues equivalent to a millage rate of three mills per dollar of assessed value (as described in paragraph three), no unit of local government that was eligible to participate in revenue sharing in the three years prior to participating in the Local Government Half-Cent Sales Tax shall be ineligible to participate in revenue sharing, solely due to a millage or a public service tax reduction afforded by the Local Government Half-Cent Sales Tax (s.218.23(3), F.S.)."

Pursuant to s. 218.21(3), F.S., all municipalities created pursuant to general or special law and metropolitan and consolidated governments as provided in Section 6(e) and (f) of Article VIII, Florida Constitution (i.e. Metro-Dade and Jacksonville-Duval,) are eligible to participate in Municipal Revenue Sharing Program if they fulfill the necessary eligibility requirements.

However, a number of other governmental entities are judged ineligible to receive municipal revenue sharing funds. For example, Attorney General Opinion 77-21 stated that municipal service taxing units (MSTUs) sometimes referred to as municipal service benefit units (MSBUs) are not eligible to receive funds from the Municipal Revenue Sharing Trust Fund. Two additional options

determined that both regional authorities (AGO 74-367) and other authorities such as housing authorities, (AGO 73-246) also are ineligible to receive municipal revenue sharing dollars.

If a local government fails to comply with the eligibility requirements, s 218.23(1)(f), F.S. provides that the revenue sharing funds forfeited by the local government shall be deposited in the General Revenue Fund for the 12 months following a determination of noncompliance by the Department of Revenue. More typically, the revenues for an ineligible government are distributed among the remaining eligible governments until the causes for ineligibility are determined and rectified, at which time the city or county is refunded the dollars that were disbursed among all eligible municipalities or counties.

The amount and type of revenues shared with an eligible municipality is determined by the following procedure.

First, a municipality's entitlement shall be computed on the basis of the apportionment factor provided in s.218.245,F.S., and applied to the receipts in the Municipal Revenue Sharing Trust Fund that are available for distribution. The resulting amount is labeled entitlement money. This is the amount of revenue, which would be shared with a unit of local government if the distribution of the revenues appropriated were allocated on the basis of the formula computations alone.

Second, the revenue to be shared via the formula in any fiscal year is adjusted so no municipality receives less funds than the aggregate amount it received from the state in fiscal year 1971-72. The resulting amount is labeled guaranteed entitlement or hold harmless money. Those municipalities incorporated subsequent to 1972 receive no guaranteed hold harmless money.

Third, revenues shared with municipalities shall be adjusted so that no municipality receives less funds than its minimum entitlement, the amount of revenues necessary to meet its obligations as a result of pledges, assignments or trusts entered into which obligated funds received from revenue sharing sources.

Fourth, after making these adjustments and deducting the amount committed to all eligible municipalities, the remaining money in the trust fund is distributed to those municipalities that qualify to receive growth money. This final distribution to those eligible municipalities that qualify to receive additional money beyond the guaranteed entitlement is based on the ratio of additional money of each qualified municipality in proportion to the total additional money of all qualified municipalities.

#### Summary

In summary, the total annual distribution to a municipality, depending on the formula, will yield various combinations of guaranteed entitlement and/or growth money (associated with new construction):

- 1) Guaranteed entitlement money PLUS growth money,
  - 2) Guaranteed entitlement money only, or
  - 3) Growth money only.
- However, the final distribution is dependent on actual collections.

## Authorized Uses

According to the Department of Revenue, municipalities may assume that 35.2 percent of their total estimated Municipal Revenue Sharing distribution fiscal year 1996-97 is derived from the Municipal Gas Tax. Thus, at least 35.2 percent of each municipality's revenue sharing distribution must be expended on transportation-related purposes.

As a second restriction, municipalities are limited in the amount of revenue sharing dollars that may be bonded. Municipalities are allowed to bond only the guaranteed entitlement portion of the distribution. This hold harmless provision of the municipal revenue sharing program guarantees a minimum allotment and thereby ensures coverage of all bonding obligations to eligible governments that qualified for revenue sharing dollars before 1972. This provision does not apply to municipalities qualifying for the revenue sharing program after 1972.

Municipalities incorporated after 1973 that wish to qualify for revenue sharing funds must demonstrate local tax effort by using the taxable value of the municipality for the year of incorporation time's three mills. Obviously, a municipality incorporating after 1973 must demonstrate significantly higher actual ad valorem tax effort than municipalities that have been in the program since its inception.

## Municipal Revenue Sharing Findings

Based on projections from the State of Florida Department of Revenue--Office of Tax Research, municipal revenue sharing money for the Village of Estero in fiscal year 2015 are estimated at **\$490,530**. (See Appendix 7)

## Local Government Half-Cent Sales Tax

Chapter 82-154, Laws of Florida, created the Local Government Half-Cent Sales Tax Program. This program generates a significant amount of revenues for local governments by distributing sales tax revenue and money from the state General Revenue Fund to counties and municipalities that meet strict eligibility requirements. The primary purpose of the tax is to provide relief from ad valorem and public sewer taxes in addition to providing revenue for local programs.

## Eligibility Requirements

A county or municipality must satisfy the following requirements (spelled out in s.218.63, F.S.) to be eligible to receive an ordinary distribution:

- 1) Qualify to receive revenue sharing funds by satisfying all requirements contained in s.218.23 F.S. However, a municipality incorporated subsequent to the effective date of Chapter 82.154, Laws of Florida (April 19, 1982), which does not meet the applicable criteria for incorporation pursuant to s. 165.061, F.S. shall not participate in Local Government Half Cent Sales Tax.



2) Meet the millage limitation requirements outlined in s.200.065, F.S.

### **Local Government Half-Cent Sales Tax Findings**

Based on projections from the State of Florida Department of Revenue-- Office of Tax Research, the half-cent local government sales tax distribution to the Village of Estero in fiscal year 2015 is estimated at **\$1,879,969. (See Appendix 7)**

The state estimates half-cent sales tax at 100 percent of distribution. Variation between projections and actual results are due to the combined effect of reconciling state and local Fiscal years, as well as, the seasonal nature of sales tax collections. A more reasonable and prudent technique would be to project half-cent sales tax fund at 95 percent of the state estimate.

### **Licenses and Permits**

#### **Municipal Occupational License Tax**

According to Section 205.042, Florida Statutes, "The governing body of an incorporated municipality may levy, by appropriate ordinance or resolution, an occupational license tax for the privilege of engaging or managing any business, profession or occupation within its jurisdiction."

The occupational license tax is designed specifically to raise revenue and should not be confused with the regulatory fees referred to in Section 166.221, Florida Statutes.

Occupational license tax revenues during the pre-1970s contributed a greater portion of the municipal revenue stream than at the present time. In 1972, the Legislature froze all license rates as they were in place on Oct. 1, 1971. In 1980, the Legislature allowed local governments to raise the rates of licenses with flat rates according to a three-tier schedule; 100 percent increase for rates \$100 or less, 50 percent increase for rates between \$101 and \$300, and a 25 percent increase for rates of more than \$300. In 1982, the Legislature allowed graduated or per unit rates to increase up to 25 percent.

#### **County Occupational Licenses**

Revenues are distributed to municipalities based upon percent of population.

#### **Insurance Agent Licenses**

Florida Statutes (F.S. 624.507) authorize municipalities to require license fees not to exceed 50 percent of the State License tax specified by statutes, for agents operating within municipal boundaries.

### Alcohol Beverage License

Thirty-eight percent of all alcoholic beverage license revenues collected by the state from within a municipality are returned to the municipality.

### Permits

Municipalities charge permit fees for a variety of land use services, including building and related construction, planning, stormwater and zoning services. These are as delineated below:

A) Building and Related Construction Permits Includes revenue for issuance of all building, plumbing, electrical, mechanical, heating/air conditioning and similar construction permits.

B) Stormwater Fees charged for review and inspection of projects requiring stormwater Management permits.

C) Zoning and Related Fees includes all fees collected for rezoning requests, variances, special exceptions, etc.

D) Planning Fees includes comprehensive plan compliance/concurrency reviews, planned unit development, etc.

### **Licenses, Business Tax and Permits Findings**

This report does not include revenues associated with permits because these fees typically are revenue neutral. Revenues raised from this source would pay for inspections, processing and plan review functions that will initially be provided by Lee County staff through interlocal agreement. The report does include license fee revenues for FY 2015 to FY 2019 of **\$75,000**.

### Fines and Forfeitures

This revenue category includes receipts from fines and penalties imposed from the commission of statutory offenses, violation of lawful administrative rules and regulations and for neglect of official duty. Fines include court fines, library fines, pollution control violations and violations of local ordinances. Forfeitures include revenues resulting from confiscation of deposits or bonds held as performance guarantees and proceeds from sale of contraband property seized by law enforcement agencies.

### Fines and Forfeitures Findings

This report does not include revenues associated with such fines. The question of a lack of a municipal police force raises doubt as to the City's ability to be eligible for such funds.

### Motor Fuel Tax Refund

Florida Statutes provide for the first five cents of state gas tax paid by a municipality to be returned to the municipality for use in its vehicles.

### Motor Fuel Tax Refund Findings

This revenue source will not be significant to Village of Estero due to the proposed limitation on city vehicular equipment.

### Investment Income

Revenues derived from investment of cash receipts and idle funds are an important, yet often overlooked source of revenue. Many local governments are recognizing the importance of establishing effective cash management/treasury programs and are restructuring their government operations to accelerate revenues, promote aggressive revenue collections and maximize cash flow.

### Investment Income Findings

This study incorporates investment income of **\$25,000** annually from fiscal year 2015 to fiscal year 2019 **with no interest income for FY 2015**.

### Contributions and Donations

This revenue category is comprised of various sources primarily gifts, pledges, bequests or grants from non-governmental entities. Due to the nature of this category, revenue derived from these sources can fluctuate greatly from one year to the next.

### Contributions and Donations Findings

Contributions and donations generally are considered revenue neutral because those making the donation typically earmark them for specific programs or services.

### Miscellaneous Revenue

The miscellaneous revenue category includes a variety of less important sources, such as permit fees, non-occupational license fees, rents, royalties, special assessments, the sale of assets, insurance compensation, etc.

### Miscellaneous Revenue Findings

There is no attempt by this report to project such revenue. This is a reasonable approach considering the difficulty in developing stable projections.

### Local Option Gas Tax

Municipalities in Lee County share in the county's 6-cent local option tax on motor fuel and special fuel. The county uses its portion for maintenance of existing roads. The cities use their share for general transportation purposes.

There is a statutory formula that establishes a minimum portion to be shared with each city. Lee County imposes an additional 5-cent gas tax, with the cities participating through interlocal agreements. This portion of the gas tax can only be used for transportation projects that meet the requirements of the capital improvements element of an adopted comprehensive plan.

An opinion from the Florida Attorney General States in part the following:

Section 336.025, F.S. (1992 Supp.), allows counties to impose a local option gas tax upon every gallon of motor fuel and special fuel sold in a county and taxed under the provisions of Part I or Part II, Ch. 206, F.S. (1992 Supp.).[2] Only those municipalities and counties eligible for participation in the distribution of moneys under Parts II and VI of Ch. 218, F.S., are eligible to receive moneys under this section.[3]

A county may levy the tax by ordinance adopted by a majority vote of the governing body or approval by referendum.[4] Under this procedure,

"[t]he county may, prior to June 1, establish by interlocal agreement with one or more of the municipalities located therein, representing a majority of the population of the incorporated area within the county, a distribution formula for dividing the *entire* proceeds of the local option gas tax among the county government and all eligible municipalities within the county."[5] (e.s.)

In the absence of an interlocal agreement, the county may, prior to June 10, adopt a resolution of intent to levy the tax.[6] If no interlocal agreement or resolution is adopted, municipalities representing more than 50 percent of the county population may, prior to June 20, adopt uniform resolutions approving the local option tax, establishing the duration of the levy and the rate authorized, and setting the date for a countywide referendum on whether to impose the tax.[7] In the event the tax is levied by county resolution or by uniform resolutions of the municipalities, the proceeds of the tax must be distributed "among the county government and eligible municipalities based on the transportation expenditures of each for the immediately preceding 5 fiscal years."[8] Any newly incorporated municipality which is eligible for participation in the distribution of moneys under Parts II and VI, Ch. 218, F.S., located in a county levying the local option gas tax is also entitled to receive a share of the tax revenues.[9]

### Local Option Gas Tax Findings

Based on the existing law and the interlocal agreements Lee County has established with the other cities within the county it is not clear exactly what formula was used. It is clear the distribution of this revenue is developed through political negotiations and trying to estimate what the Village of Estero portion would be is at best more art than science.

With this understanding this study decided not to include Local Option Gas Tax revenues in our revenue projection for the Village of Estero. We believe it

will be in the Village's best interest to continue to allow Lee County to retain the Local Option Gas tax revenues and continue to provide all local road maintenance in the initial years following incorporation

## **DEVELOPMENT OF EXPENDITURE ANALYSIS FOR THE VILLAGE OF ESTERO**

### Municipal Expenditures

Municipal government expenditures cover a wide variety of areas. Specific areas, however, are largely dependent upon the desires and needs of the citizenry and are formulated by the municipality's elected officials. General expenditure categories for the Village of Estero will be presented within specific expenditure groups and subgroups as reported in the Florida Local Government Financial Report, which is prepared annually by the Florida Comptrollers Bureau of Local Government Finance.

### General Government

The general government category includes the legislative, judicial and administrative functions of the municipal government for the benefit of the public and governmental entity as a whole. This includes total expenses for elected officials, city manager, city clerk, finance, administrative, legal counsel, comprehensive planning, elections and insurance.

### Public Safety

This category also includes police and sheriff's department services, corrections, fire prevention, municipal fire services and/or contractual payments for fire fighting services from other entities. Public safety is the largest single expense area for Florida's municipalities and has shown sizable increases during the past several years. With Florida's growing population and increased demands for improved law enforcement and fire protection, this area is expected to continue to grow. Because of the limited growth potential on the Village of Estero this is not expected to have a large impact.

### Utilities

Municipal utilities in this context refer to basic user fee services associated with enterprise fund operations of water, sewer, electric and natural gas.

### Solid Waste

Three components fall under the function of solid waste: collection, disposal and recycling.

The collection aspect can take several forms. Many years ago, back door collection was the primary method. As personnel costs steadily grew, municipalities were forced to find cheaper and more cost efficient methods. Today, the majority of municipalities utilize curbside collection or they contract with a private hauler to perform all or part of the operation. In larger multi-family

complexes, dumpster service is now the norm.

Solid waste disposal has become increasingly complex and expensive in recent years, following the passage of state and federal environmental laws. Due to these actions, virtually all municipalities have moved away from landfill operations and this has become a county function or service provided by independent districts that operate from larger tax or population bases.

While recycling of discarded goods has been performed for many years in Florida, the passage of the state's Solid Waste Management Act in 1988 has prompted the emergence of highly organized recycling programs. This act requires, among many other things that communities initiate and achieve specified levels of recycling to reduce the volume of solid waste taken to landfills by 30 percent by the end of 1994.

### Roads and Streets

The construction, maintenance and improvements of the road and street network are the most expensive area of the various transportation related expenditures (other transportation related expenses are addressed in Miscellaneous Expenses). Specific expense areas associated with the road and street network include roadway and right of way operations and maintenance, roadway and right of way drainage, street lighting, traffic signage and signalization, pavement markings, traffic engineering and bridge maintenance.

Municipal road responsibilities are assigned by the state of Florida through a system termed "functional classification." The functional classification system specifies that municipalities are responsible for the city street network. Basically, this includes all local residential streets, and short-distance connecting roads. It does not include roads, which are part of the state highway system, even though they may fall within municipal boundaries.

### Stormwater and Environment

This category includes only the master drainage system, flood control and environmental related expenses incurred by the municipal government. It does not include the costs associated with stormwater runoff attributable to roads, streets or roadside drainage.

In the past, stormwater-related functions were traditionally handled as a general government service funded through the municipality's general fund. Recently some local governments have established a stormwater function as a full-fledged utility operation. The utility is placed in a separate enterprise fund with revenues generated from monthly billings on the municipality's traditional water and sewer bills or as a separate stormwater bill.



## Economic Improvement

The economic improvement category is a collection of related services associated with developing and improving the economic condition of the municipality and its residents. It includes programs such as: employment training, job search, downtown and industrial development/improvement, housing and urban development, etc. These expenses are related only to those programs directly served by the municipality and exclude those performed by independent districts and authorities, which often are located within and named after the municipality.

## Human Services

Human service expenditures pertain to those costs associated with the provision for the care, treatment and control of human illness, injury or handicap, and for the welfare of the municipality and its residents. This category includes all municipal costs to operate hospitals, health and rehabilitation, diagnosis and treatment of mental illness, and economic assistance to the indigent.

The function of human service assistance is primarily funded and administered by county agencies (as a function of state government) and by independent authorities and districts.

## Culture and Recreation

Culture and recreation is a general category combining the expenditures of libraries, parks, recreation, cultural services, special events and special recreation facilities.

## Debt Service

Debt Service is shown as a separate category due to the reporting requirements of the Florida Comptroller's Local Government Financial Report, which shows it separately rather than by functional category. This category reflects those funds spent toward principal, interest, and various handling fees associated with municipal bond issues.

The four basic forms of long-term debt are: general obligation (G.O.) bonds, revenue bonds, general revenue bonds and special tax bonds.

G.O. bonds also are known as "full faith and credit bonds" because their repayment is unconditional and based on general credit and taxing powers of the borrowing government. Since the power to levy and collect property taxes provides the basic security to these bonds, they require voter approval. G.O. bonds generally carry the lowest interest rates, and typically are used to finance general-purpose public buildings, roads, and criminal justice complexes.

Another form is a revenue bond. These are obligations in which

repayment of debt service is entirely from user fees of an enterprise operation. The most common municipal issues are for water, wastewater, electric, parking garages, civic centers, stadiums and airports.

A third type of long-term debt is a general revenue bond. This is a cross between a G.O. and a revenue bond. Like a revenue bond, it does not require a referendum; yet like a G.O. bond, it has the full faith and credit of a specific or a percentage of all general funds, non-ad valorem revenues.

A final type is the special tax bond. It, too, is similar to a G.O. bond in that it often is used for general government purposes and the repayment revenue is from a source unrelated to the project. Special tax bonds are payable from a specifically pledged tax, usually a local option sales tax or tourist tax.

### Miscellaneous Expense

This category consists primarily of smaller budget functions or those, which are not widely utilized by a significant number of municipalities. These include airports, port facilities, commercial docks, mass transit systems, traffic flow enhancement services, parking facilities and miscellaneous general government services not itemized within that category.

### Findings for Expenditure Analysis

This report includes administrative and finance expenditures, an additional contract cost for growth management, code enforcement, professional planning services, and general government support from Lee County. These expenditures are for a combination of municipal employees and contractual services as shown below.

### **Municipal Employees**

<b>Position</b>	<b>Proposed Salary</b>
City Manager	\$125,000
Assistant City Manager Contract Specialist	115,000
Finance Director/Comptroller	95,000
City Clerk/Treasurer	65,000
Administrative Assistant	<u>35,000</u>
Total Salaries	\$435,000
<u>Benefits @ 35%</u>	<u>152,250</u>
<b>Total Salary and Benefits</b>	<b>\$587,250</b>

**During the first year the study only uses 50 % of the Salary and Benefits due to the time necessary to hire the City Manager and then his staff. In the second through the fifth year 100% is used with an annual cost increase of 3%.**

### Contractual Services

<b>Contract Services</b>	<b>Proposed Cost</b>
Legal Services	\$75,000
Growth Management	\$50,000
Professional Services	<u>\$50,000</u>
<b>Total</b>	<b>\$175,000</b>

The projected salaries for administrative staff are within the average salary for Florida cities with population between 25,000 and 40,000 residents. The projected contract costs for growth management, planning and code compliance could employ one full-time planner and operating costs, rather than contracting for services.

The proposed administrative and finance expenditures can be delineated as follows:

Personnel w/benefits	\$587,250
Operating overhead	129,600
Insurance	75,000
Local elections	134,000
Audit	35,000
Capital (one time)	175,000
Contingency	<u>83,500</u>
<b>Total</b>	<b>\$1,219,350</b>

The above costs include all relevant expenditure categories and coupled with one month of expenses contingency factor, appear reasonable to assume the administrative and financial activities for the Village of Estero.

The final major expenditure category--parks and recreation--will continue to be provided through an interlocal agreement with Lee County or a private sector vendor and be paid for with Village of Estero general revenues.

The following is the first year (FY/2015) projections for revenues and expenditures necessary for the Village of Estero. The Village will only come into existence in the fourth month of the fiscal year and start to spend dollars in the sixth month.

Revenues

State Shared Revenue @ 75%	\$1,777,799
Franchise Fees/Communication Service Tax @ 50%	958,200
Interest Earnings Business Tax and Licenses @ 50%	37,500
Ad Valorem Property Taxes @ 50%	<u>1,974,251</u>
<b>Total</b>	<b>\$4,747,750</b>

Expenditures

Salary and Benefits @ 50%	\$293,625
Mayor and City Council Salary	22,500
Contract Services	175,000
Operations/rent @ 50%	64,800
Insurance @ 50%	37,500
Local Elections	134,000
Audit	35,000
Lee County Intergovernmental Contract @ 50%	2,049,390
Capital Equipment (One Time)	175,000
Contingency	<u>46,250</u>
<b>Total</b>	<b>\$3,033,065</b>

**Possible Reserve/(Deficit) \$1,714,685**

## **A PRO FORMA PRESENTATION OF REVENUE/EXPENSE FORECASTED FOR A FIVE YEAR PERIOD**

The purpose of a multi-year forecast is to estimate city revenues and expenditures over a designated period--usually five to ten years. Most local governments preparing a fiscal forecast use it as a tool for preparing and executing an annual budget. This type of annual or short term forecasting is necessary for a municipality to maintain a balanced budget.

Long-term fiscal forecasts are conducted for two main reasons.

1) Multi-year forecasts often show that fiscal adjustments might be needed to balance future budgets. When expenditures are projected to exceed revenues, measures must be taken to correct the imbalance. This process is called gap analysis.

2) Multi-year forecasts can help decision makers quantify and evaluate potential impacts of today's policy decision. This process is referred to as impact analysis. The multi-year fiscal forecast for the Village of Estero is designed to assist the ECCL in accomplishing the following objectives:

- To indicate to the parties in the incorporation process the presence of systematic financial planning.
- To serve as an aid to all parties in the incorporation process in the anticipation of future fiscal issues, enabling corrective action to be taken where necessary
- To assist all parties in operations planning
- To strengthen estimates of revenues and expenditures in the annual budget process

### Benefits and Limitations

#### Benefits of Forecasting

The major benefits of multi-year forecasting include:

- Identification of possible consequences of various economic policy scenarios
- Identification of future fiscal problems
- Development of sound financial management policies and practices
- Provision of information to all parties in the incorporation process (government agencies, the press, business, community, neighborhood organizations and the general public) that explains the relationship between program expansion and anticipated revenues

## Limitations of Forecasting

Multi-year forecasts have the following inherent limitations.

1) Forecasts are not entirely accurate in predicting what actual revenues and expenditures will be in a particular year. Since a forecast is based on current trends, estimates may be imprecise if economic and/or financial assumptions change. Therefore, forecasts must be revised when key variable such as inflation, interest rates or business climates change unexpectedly.

2) The unlikely event that an actual budget deficit will occur is a second factor that undermines the accuracy of forecasts. State law mandates local governments to balance their budgets. But forecasting methods do not anticipate municipal decisions that close budget gaps and prevent deficits.

This study has developed a Five-year financial projection for an incorporated Village of Estero based on fiscal years 2015 through 2019. BJM Consulting, Inc. developed the assumptions used in this financial forecast.

## Population

The current permanent population is estimated at 26,612 and total population (with seasonal residents) is estimated to approach 37,000. The growth in population is projected to increase at an annual rate of 3% to 29,952 in FY 2019, with a peak population of 42,900. This projection is consistent with recent growth patterns in the area.

## Property Tax Base

The property tax base is projected to increase an average of 3% percent per year from FY 2015 through FY 2019. The taxable assessed value in the Village of Estero is projected at \$4,701,717,213 for fiscal year 2015 and is expected to increase to \$5,291,824,145 in fiscal year 2019.

Expenditures

Expenditures for growth management, planning/code compliance are all proposed to be provided by the following agencies:

<b>Service</b>	<b>Provider</b>	<b>Average Annual Increase</b>
Other Contract Services	Others	3%
County Contract Services	Lee County Government	3%

The annual increases for these services may fluctuate from year to year due to timing of one-time capital purchases.

Internal administrative and finance services increase approximately 3 percent each year. In addition, an annual 8.3 percent contingency factor (equivalent to one month's expenses) has been included.

Revenues

The projected millage rate replaces the Lee County unincorporated MSTU ad valorem tax of .8398 mills.

The forecast assumes the following Village of Estero millage rates and property tax revenues:

<b>Fiscal Year</b>	<b>Millage Rate</b>	<b>Property Tax Revenues @ 95%</b>
2015	.8398	\$3,948,502
2016	.8398	\$4,066,957
2017	.8398	\$4,188,966
2018	.8398	\$4,314,635
2019	.8398	\$4,444,073

This is based on budgeting 95 percent of projected ad valorem tax revenue, which is generally accepted by Florida municipal finance officers as a prudent practice.

State shared revenues are estimated as:

**Fiscal Year    Projected Revenue (3% annual increase)**

2015	\$2,370,399
2016	\$2,441,511
2017	\$2,514,756
2018	\$2,590,199
2019	\$2,667,905

Franchise Fees/Communication Service Taxes are estimated as:

**Fiscal Year                      Projected Revenue (3% annual increase)**

2015	\$1,916,064
2016	\$1,973,546
2017	\$2,032,752
2018	\$2,093,735
2019	\$2,156,547

The forecast does not include any revenues from court fines or building permits, as they will continue to go to Lee County or private sector vendor for services rendered.

Interest earnings, Business Taxes and County Occupational Licenses are anticipated to be \$37,500 in fiscal year 2015 and \$100,000 in FY 2016 through FY 2019.



Expenses

Contract for general government services with Lee County or private sector vendor

<b>Fiscal Year</b>	<b>Projected Cost (3% annual increase)</b>
2015	\$4,098,780
2016	\$4,221,743
2017	\$4,348,396
2018	\$4,478,848
2019	\$4,613,213

Village of Estero Local Government Expense

<b>Fiscal Year</b>	<b>Projected Cost (3% annual increase)</b>
2015	\$1,085,350
2016	\$1,117,911
2017	\$1,151,448
2018	\$1,185,991
2019	\$1,221,571

**Based on assumptions prepared by BJM Consulting, Inc., the financial forecast is delineated below:**

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
<b>Revenues</b>					
State Shared Revenue	\$ 1,777,799.25	\$ 2,441,510.00	\$ 2,514,755.30	\$ 2,590,197.96	\$ 2,667,903.90
Franchise Fees/Communication Tax	\$ 958,200.00	\$ 1,973,545.52	\$ 2,032,751.89	\$ 2,093,734.44	\$ 2,156,546.48
Interest Earnings and Business Tax	\$ 37,500.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Ad Valorem Property Taxes	\$ 1,974,251.00	\$ 4,066,957.18	\$ 4,188,965.90	\$ 4,314,634.87	\$ 4,444,073.92
<b>Total Revenues</b>	<b>\$ 4,747,750.25</b>	<b>\$ 8,582,012.70</b>	<b>\$ 8,836,473.08</b>	<b>\$ 9,098,567.27</b>	<b>\$ 9,368,524.29</b>
<b>Expenses</b>					
Village of Estero Local Government Expense	\$ 674,675.00	\$ 1,164,260.50	\$ 1,199,188.32	\$ 1,235,163.96	\$ 1,272,218.88
Contract for General Government with County	\$ 2,049,390.00	\$ 4,221,743.40	\$ 4,348,395.70	\$ 4,478,847.57	\$ 4,613,213.00
Local Elections	\$ 134,000.00	\$ 67,000.00	\$ 67,000.00	\$ 67,000.00	\$ 67,000.00
Capital Equipment (One Time)	\$ 175,000.00				
<b>Total Expenses</b>	<b>\$ 3,033,065.00</b>	<b>\$ 5,453,003.90</b>	<b>\$ 5,614,584.02</b>	<b>\$ 5,781,011.54</b>	<b>\$ 5,952,431.88</b>
<b>Reserve/(Deficit)</b>	\$ 1,714,685.25	\$ 3,129,008.80	\$ 3,221,889.06	\$ 3,317,555.74	\$ 3,416,092.41
<b>Cumulative</b>	<b>\$ 4,843,694.05</b>	<b>\$ 8,065,583.11</b>	<b>\$ 11,383,138.85</b>	<b>\$ 14,799,231.26</b>	

## Impact on the Homeowner

The following is intended to give The Village of Estero property owners a better idea of the impact incorporation will have in terms of property taxes they will pay.

**The study clearly shows the Village of Estero, using the same property tax rate currently being proposed for Estero residents by Lee County for FY 2014, will develop a reserve over the first five years after incorporation. It will be up to the elected officials of Estero to decide what to do with these reserve funds, if anything.**

**The possible options are:**

- **Reduce the Village tax millage which will lower the property taxes collected from Estero property owners and reduce the reserves**
- **Establish higher levels of service for things like code enforcement, police, economic development, road maintenance, or parks and recreation, raising the annual cost of local government and reduce the reserves**
- **Establish new public services creating new cost centers for local government and reduce the reserves**
- **Create a local Capital Improvement Plan and use the available dollars to build capital projects and reduce the reserves**
- **Allow the reserve to remain as projected providing a financial safety net for the community's future.**
- **Some combination of the foregoing options.**

The short-term financial position is due to the majority of municipal services being delivered through contractual relationships with the County or private sector vendors and the Village of Estero's substantial property tax base and community population that provide access to sizeable state revenue sharing funds. The growth in local government revenues may not have an immediate positive financial impact to the new Village of Estero due to changes in the Florida Constitution controlling the growth of local government spending to a maximum of 10% without a super majority vote of the Village Council. However the financial projections clearly show that the State Shared Revenue, Franchise Fees, and other non-ad valorem revenues will cover the administrative cost of the City.

Since the reserves are not sufficient in the early years after incorporation to cover the cost of recovery after a hurricane, the study assumes the Village of Estero will remain part of Lee County's All-Hazard MSTU until it can build enough of its own disaster reserves to address such a situation.



**Dates**

<u>Case Number</u>	<u>Received</u>	<u>Finald</u>	<u>Status</u>	<u>Project Name</u>	<u>Description</u>
ADD2012-00071	07/03/2012	08/14/2012	DON	MC GEE PROPERTY	Wetland Determination request for a parcel of land on M
ADD2012-00075	07/09/2012	07/23/2012	APR	CORKSCREW PALMS COMMERCE CTR	APPLICATION FOR amendment to PD to add daycare
ADD2012-00078	07/13/2012	08/08/2012	APR	VAL-MART STORES EAST, LP	APPLICATION FOR request to amend the MCP sheet
ADD2012-00089	08/07/2012	09/07/2012	APR	MIDTOWNE ESTERO, LLC	APPLICATION FOR deviation which requires dead-e
ADD2013-00001	01/02/2013	02/04/2013	APR	HARPEHATCHEE CENTER	Improvements to bring into compliance with LDC
ADD2013-00005	01/14/2013	01/30/2013	APR	BELLE LAGO PHASE TWO LOT 301	APPLICATION FOR administrative amendment to pl
ADD2013-00011	02/12/2013		APR	PARCELS F & G AT COLONY GOLF	APPLICATION FOR proposed access off of Cocanut R
ADD2013-00019	03/06/2013	04/05/2013	APR	VAL-MART 5347-00	APPLICATION FOR administrative deviation for the n
ADD2013-00026	03/22/2013	04/17/2013	APR	FENCE WOOD	APPLICATION FOR administrative variance for fence s
ADD2013-00029	04/01/2013	04/05/2013	APR	23251 COCONUT SHORES VILLA	APPLICATION FOR administrative amendment to re
ADD2013-00033	04/09/2013	05/22/2013	APR	BELLA TERRA	APPLICATION FOR deviation to allow hardened shor
ADD2013-00050	05/03/2013		APR	HESS	APPLICATION FOR administrative deviation to allow c
ADD2013-00057	05/14/2013		REC	PLAZA DEL SOL CPD	Amendment to a PD or PUD to allow: Free standing r
ADD2013-00063	05/23/2013		APR	VILLA PALMERAS	APPLICATION FOR amendment from chapters 30 and
ADD2013-00085	07/02/2013		REC	RACETRAC AT ESTERO	APPLICATION FOR additional access on US-41 and a
ADD2013-00087	07/03/2013		WDW	NAPLES FLATBREAD ESTERO LICENS	APPLICATION FOR approval to upgrade from 2COP
ADD2013-00093	07/11/2013		REC	FOUNTAIN LAKES COMMUNITY ASSOC	APPLICATION FOR Administrative Variance to allow f
ADD2013-00101	07/24/2013		APR	UNIVERSITY PLAZA CPD	APPLICATION FOR a freestanding restaurant with dr
ADD2013-00103	07/25/2013		REC	RICK JOHNSON TIRE AND AUTO LOT	APPLICATION FOR lot split to create two commercial l
ADD2013-00104	08/02/2013		REV	COCONUT TRACE RETAIL BUILDING	APPLICATION FOR to amend the cpd to allow for ho
ADD2013-00108	08/06/2013		REC	VILLA PALMERAS	APPLICATION FOR amendment to PD to allow for 13
ADM2001-00011	10/29/2001	11/01/2001	WDW	PELICAN LANDING GOLF RE	
ADM2001-00016	12/27/2001		REC	ESTERO GREENS	
ADM2002-00003	02/15/2002	03/25/2002	DON	ISLAND CLUB AT CORKSCR	Appeal of SGN2001-01082
ADM2002-00020	12/23/2002		REC	STONEYBROOK	
ADM2004-00005	04/21/2004	08/30/2004	DON	COCONUT ROAD MPD	APPLICATION FOR AN APPEAL FOR DENIAL OF D
ADM2007-00006	07/11/2007	10/04/2007	DEN	TIMBERLAND & TIBURON DRI DO	Appeal of a determination by the Development Service
ADM2010-00007	12/15/2010	03/01/2011	DEN	MGCEE DOCK AND FOOTBRIDGE	Appeal of a decision of the Lee County Historic Preserv
COP2000-00055	09/08/2000	03/18/2005	APR	FLOYD'S RESTAURANT	Floyd's Restaurant, admin approval for 2 COP
COP2000-00072	11/09/2000	03/18/2005	APR	FLOYD'S RESTAURANT	Floyd's Restaurant administrative approval.
COP2000-00077	12/22/2000	03/21/2005	APR	MELUS - SAN CARLOS	Application for administrative approval for Consumptio
COP2000-00078	12/22/2000	03/21/2005	APR	CLUB AT STONEYBROOK	Club at Stoneybrook, Inc. 4-COP-SRX approval
COP2001-00001	01/03/2001	03/21/2005	APR	PASTA PASTA RESTAURAN	Pasta Pasta Restaurant/4COPSRX/ with outdoor seat
COP2001-00002	01/08/2001	01/08/2001	APR	THE CLUB AT GRANDE OAK	2 COP Beverage cart and in temporary pro shop until c
COP2001-00051	04/20/2001	03/21/2005	APR	LA BAMBIA	Admin approval for 4COP-SRX with outdoor seating
COP2001-00084	07/03/2001	07/03/2001	APR	4COP SRX	Caribbean Breeze Inc.
COP2001-00089	07/05/2001	07/02/2001	APR	BLUE HERON TROPICAL CA	CA-One Services sign off for temporary extension
COP2001-00101	07/26/2001	03/21/2005	APR	CHOPS CITY GRILL	Albertson's Inc
COP2001-00102	08/03/2001	08/03/2001	APR	3PS	Albertson's Inc Express Gas # 4478
COP2001-00103	08/03/2001	09/24/2001	APR	2 APS	



Dates

Case Number	Received	Enaled	Status	Project Name	Description
COP2007-00039	02/27/2007		APR	TOUCHSTONE AT RAPALLO	sign off for a temporary one day 4 cop for Touchstone a
COP2007-00041	02/28/2007		APR	MOE'S SOUTHWEST GRILLE	SIGN OFF FOR A 2cop FOR A TYPE III RESTAURAN
COP2007-00063	03/16/2007		APR	GALE FORCE SPORTS ENTERTAINME	sign off for a temporary 1 day 2cop for Gale Force Spor
COP2007-00065	03/19/2007	03/23/2007	APR	BICE GRAND CAFE	APPLICATION FOR administrative cop for outdoor se
COP2007-00093	05/21/2007	06/06/2007	APR	MOE'S SOUTHWEST GRILL	APPLICATION FOR administrative approval for outdo
COP2007-00102	06/22/2007		REC	SHANES RIB SHACK	sign off for a 1day cop permit.
COP2007-00103	06/25/2007		APR	ARIZONA PIZZA CO	sign off for Arizona Pizzai's one day event to be held on
COP2007-00104	06/25/2007		APR	COCONUT POINT	Approval for temporary extension of premises (Doc Gr
COP2007-00115	07/02/2007		REC	LA BAMBBA	sign off for an extension of 4 COP license for La Bamba'
COP2007-00118	07/03/2007		APR	WING CITY GRILLE	sign off for a 4 cop-srx license in conjunction with a gro
COP2007-00121	07/11/2007		APR	SHANES RIB SHACK	sign off for a 2 cop license in conjunction with a group 1
COP2007-00129	07/23/2007		APR	STREET CORNER NEWS	sign off for a 1aps license in conjunction with a convenien
COP2007-00134	08/02/2007	08/07/2007	APR	HURRICANE GRILL & WINGS	APPLICATION FOR outdoor seating in conjunction wi
COP2007-00135	08/03/2007		APR	BLU SUSHI	sign off for a 4 cop-srx license in conjunction with a gro
COP2007-00136	08/03/2007		APR	TUSCANY PARK	Special Exception in the Koreshan 36 Commercial Pla
COP2007-00138	08/07/2007	01/18/2008	APR	RIVALS SPORT KITCHEN	sign off for a 4cop-srx license in conjunction with a grou
COP2007-00141	08/10/2007	08/16/2007	REC APR	RIVALS SPORT KITCHEN	APPLICATION FOR administrative amendment for ou
COP2007-00149	08/30/2007		APR	MOBILE #81434	sign off for a 2-APS in conjunction with a convenience f
COP2007-00155	09/12/2007		APR	HARP & THISTLE PIPE BAND	sign off for a 1COP temporary event on 9/15/2008 for H
COP2007-00160	09/19/2007		APR	VICTORY LANE BIKE NIGHT	sign off for temporary 2cop for Victory Lane Bike Night h
COP2007-00161	09/20/2007	10/02/2007	APR	COSI 2 @ COCONUT POINTE	APPLICATION FOR administrative approval for consu
COP2007-00171	10/02/2007		APR	CAFE BONAPARTE	sign off for a 2cop in conjunction with a type III restaura
COP2007-00173	10/08/2007		APR	JAZZ ON THE GREEN, INC	sign off for a 2-COP for a 2 day special event on 10-27-
COP2007-00175	10/10/2007		APR	KNIGHTS OF COLUMBUS COUNCIL #	sign off for a 2-COP for a 1 day permit on 10-20-07 fro
COP2007-00194	10/29/2007	11/14/2007	APR	PAGELLI'S CUCINA	APPLICATION FOR administrative approval for 4COP-
COP2007-00201	11/07/2007	12/03/2007	APR	TJUANA FLATS BURRITO COMPANY	APPLICATION FOR 2-COP with outdoor seating in co
COP2007-00202	11/07/2007		APR	CALISTOGA BAKERY CAFE	sign off for a type 3 restaurant for a 2-COP with outdo
COP2007-00228	12/11/2007		APR	MIROMAR LAKES BEACH CLUB HOUSE	sign off for a 4cop-srx license in conjunction with a clu
COP2007-00233	12/19/2007	01/14/2008	APR	TGI FRIDAY'S, INC. COCONUT PT	APPLICATION FOR consumption on premises in con
COP2007-00238	12/28/2007		APR	HEMINGWAY'S ISLAND GRILL	sign off for a 4-COP-SRX in conjunction with a type III r
COP2008-00001	01/02/2008		APR	ABC LIQUORS #74	SIGN OFF for 3PS license for a package store
COP2008-00007	01/04/2008	01/10/2008	APR	HEMINGWAY'S ISLAND GRILL	APPLICATION FOR administrative approval for consu
COP2008-00012	01/10/2008		APR	STONEYS SPORTS CAFE	SIGN OFF for 4-COP-SRX for a restaurant
COP2008-00018	01/17/2008		APR	OUR LADY OF LIGHT CATHOLIC COM	sign off for a one day permit for on premises 4 cop in co
COP2008-00019	01/17/2008		APR	OUR LADY OF LIGHT	sign off for a one day special permit for a 4 cop in conj
COP2008-00023	01/24/2008		APR	55 DEGREES	sign off for a special 1 day event for a 2-COP on 1/26/0
COP2008-00027	01/30/2008		APR	MIROMAR /LAKES BEACH CLUB	sign off for a 11-C license in conjunction with a club hou
COP2008-00038	02/12/2008		APR	TARGET STORE T-2317	SIGN OFF for 2 aps in conjunction with a retail store
COP2008-00048	02/19/2008		APR	RUBY TUESDAY'S	Sign off for a 4cop-srx license in conjunction with a gro
COP2008-00062	02/29/2008		APR	VOICES FOR KIDS / PREMIER GALA	SIGN OFF for 1 day 4-COP on 3/8/2008 between the h

Dates

Case Number	Received	Finalized	Status	Project Name	Description
COP2010-00034	02/12/2010		APR	UPTOWN LARRY'S	SIGN OFF for 4 cop srx in conjunction with group 3 re
COP2010-00035	02/15/2010		APR	ROMEO & JULIET	SIGN OFF for two day event 2/20/10-2/21/10 for a 4co
COP2010-00038	02/16/2010	09/02/2010	APR	UPTOWN LARRY'S	Pursuant to LDC Section 34-1264(a)(2), a Special Exce
COP2010-00051	03/08/2010		APR	ST PADDY'S DAY	SIGN OFF for a 1 COP for a temporary event to be he
COP2010-00081	04/14/2010		APR	TASTE OF ESTERO	Sign Off for a 1 day event to be held on April 25, 2010 f
COP2010-00084	04/28/2010		APR	CAFE ITALIA RISTORANTE LLC	Sign off for a 4 COP SRX in conjunction with a standar
COP2010-00085	04/29/2010		APR	MAYO 1	SIGN OFF for a 1COP for a special event to be held o
COP2010-00090	05/07/2010		APR	BREWISTA COFFEE HOUSE	Sign off for 2COP in conjunction with GpII restaurant (c
COP2010-00109	07/02/2010		APR	MARKETING REPUBLIC, INC.	Approval for 1 day special event to be held July 3, 201
COP2010-00110	07/02/2010		APR	WATERSIDE SEAFOOD & GRILLE CO	SIGN OFF FOR 4COP SRX IN CONJUNCTION WITH
COP2010-00111	07/09/2010		APR	JOHNNY ROCKETS	SIGN OFF FOR 2 COP IN CONJUNCTION WITH RES
COP2010-00119	08/12/2010		APR	HYATT PLACE COCONUT POINT	Sign off for a 4 COP-S in conjunction with indoor & out
COP2010-00136	09/15/2010		APR	GALE FORCE SPORTS & ENT. LLC	SIGN OFF for a 4cop 1 day event on 10/16/2010 4 to 6
COP2010-00143	09/20/2010	09/30/2010	APR	AYLA AND TOPRAK, LLC DBA WOK K	APPLICATION FOR 2 COP with outdoor seating
COP2010-00147	10/01/2010		APR	MIROMAR OUTLETS	Approval for temporary extension of COP service hour
COP2010-00151	10/05/2010	06/09/2011	APR	MIROMAR OUTLET CPD	Special Exception in the CPD zoning district (commonl
COP2010-00154	10/08/2010		APR	TASTE OF COCONUT POINT	Approval for one day Taste Of Coconut Point event to b
COP2010-00172	11/05/2010		APR	THE CLUB AT GRANDEZZA	11 CG/The Club House at Grand Oaks
COP2010-00174	11/08/2010	03/16/2011	APR	7-ELEVEN STORE, INC #34731	Sign Off for a 2APS License in conjunction with a Conve
COP2010-00180	11/12/2010		APR	FLORIDA SPORTS ARENA	APPLICATION FOR to extend its 4cop lic to areas of t
COP2010-00181	11/12/2010		APR	AMORE BRICK OVEN PIZZA	Approval for 2COP in conjunction with restaurant. No o
COP2010-00188	11/30/2010		APR	OLYMPIA GRILLE & SPORTS LOUNGE	SIGN OFF for a 4 COP-SRX in conjunction with a res
COP2010-00007	01/10/2011		APR	OPERA NAPLES	SIGN OFF FOR TWO DAY EVEN 1/15/2011 7:30 PM A
COP2010-00025	02/14/2011		APR	UPTOWN LARRY'S RAW BAR & GRILL	Sign off for 4COP-SRX in conjunction with Gp III resta
COP2010-00028	02/21/2011		APR	BONITA SPRINGS ELKS #2753	SIGN OFF FOR 11C TO OPEN TO PUBLIC ON 3/10, 3
COP2010-00049	03/10/2011		REC	UPTOWN LARRY'S	Special exception in the Community Commercial (CC) z
COP2010-00052	03/15/2011		APR	ST PADDY'S FESTIVAL	Approval for temporary extension of COP for holiday e
COP2010-00063	03/29/2011		APR	SUNOCO EXPRESS, LLC	SIGN OFF for a 2-APS license in conjunction with a co
COP2010-00064	03/29/2011		APR	COCINA MEXICANA "EL TENAMPA"	SIGN OFF for a 2 COP in conjunction with a standard r
COP2010-00065	03/31/2011		APR	TASTE OF ESTERO	SIGN OFF for a 1 day event to be held on April 17, 201
COP2010-00086	05/09/2011		APR	UPTOWN LARRY'S RAW BAR & GRILL	SIGN OFF FOR 4COP-SRX license in conjunction with
COP2010-00091	05/12/2011		APR	CALISTOGA BAKERY CAFE	SIGN OFF FOR 4COP SRX WITH GROUP 3 RESTAU
COP2010-00093	05/12/2011		APR	RIB CITY	SIGN OFF for a 4COP-SRX in conjunction with a stan
COP2010-00110	06/27/2011		APR	GERMAIN ARENA	Approval for 4COP due to transfer of license. Per Z-97
COP2010-00115	07/12/2011		APR	LUNA PIZZA	Approval for 2COP license in conjunction with restaura
COP2010-00130	08/25/2011		APR	PAGE CENTER FOR GIRLS, INC.	Approval for 1 day special event to be held on August 3
COP2010-00134	09/06/2011		APR	OLYMPIA GRILLE AND SPORTS LOUN	Sign off for 4COP-SRX in conjunction with Gp III resta
COP2010-00135	09/06/2011		APR	PORT JAVA CAFE & GELATERIA	Sign off for 2COP in conjunction with restaurant as pro
COP2010-00147	09/21/2011	09/28/2011	APR	OLIVE GARDEN #1873	APPLICATION FOR request for 4 COP SRX license in
COP2010-00153	10/06/2011		APR	TASTE OF COCONUT POINT	SIGN OFF for 2 COP sign off for a one day event to be

Dates

Case Number	Received	Finald	Status	Project Name	Description
COP2011-00160	10/27/2011		APR	WATERSIDE SEAFOOD AND GRILLE	SIGN OFF FOR 4COP SRX INCONJUNCTION WITH G
COP2011-00188	12/20/2011		APR	GERMAIN TAILGATE (ZACK BROWN)	SIGN OFF for a 4 COP license for a temporary event t
COP2012-00005	01/09/2012		APR	BACK 2 SCHOOL	**RESCINDED** Customer returned signed copy to
COP2012-00032	02/17/2012	03/05/2012	APR	LUSH BAKERY	APPLICATION FOR 2 COP License in conjunction wi
COP2012-00055	03/09/2012		APR	BBQ FAMILY FUN FEST	SIGN OFF for a one day event, BBQ Family Fun Fest, t
COP2012-00060	03/19/2012	05/07/2012	APR	CHUEYS TACOS	APPLICATION FOR administrative approval for consu
COP2012-00061	03/23/2012		APR	APPLEBEES	Approval for temporary extension of licensed premises
COP2012-00092	06/04/2012		APR	HESS EXPRESS (09592)	SIGN OFF FOR 2APS IN CONJUNCTION WITH CON
COP2012-00117	08/14/2012		APR	PAGE CENTER FOR GIRLS, INC	Approval for 1-day "Love That Dress" special event to b
COP2012-00121	08/17/2012		APR	DIAMOND DISTRICT	Approval for consumption on premises in conjunction w
COP2012-00127	09/05/2012		APR	TIPSY TARPON SEAFOOD SHACK	Sign off for a 4 COP SRX in conjunction with a standar
COP2012-00138	10/01/2012		APR	TASTE OF COCONUT POINT	SIGN OFF FOR 2 COP IN CONJUNCTION WITH FOO
COP2012-00147	10/11/2012		APR	THE GRAPE BASE	Approval for temporary COP in conjunction with Hallo
COP2012-00161	10/29/2012		APR	HALLOWEEN PARTY	APPLICATION FOR consumption on premises inclu
COP2012-00176	11/21/2012		REC	SUMO SUSHI SAKE BAR LLC	Sign Off for a 1-Day Event, BBQ Family Funfest, to be h
COP2013-00030	02/26/2013		APR	BBQ FAMILY FUNFEST	Approval for consumption on premises in conjunctio w
COP2013-00052	03/26/2013		APR	MARTINELLI'S PIZZA	Approval for temporary extension of premises from 6p
COP2013-00056	03/28/2013		APR	APPLEBEES GRILL & BAR	Approval for consumption on premises (4 COP srx) in c
COP2013-00075	05/15/2013		APR	STIR CRAZY	Approval for 1-day "Love That Dress" special event to b
COP2013-00096	07/15/2013		APR	NAPLES FLATBREAD	**withdrawn** Rezone 5.1, 5+/- acres from Agricultural D
COP2013-00104	08/05/2013		APR	PAGE CENTER FOR GIRLS, INC	Colonial Lakes RPD
DCI2000-00064	09/22/2000	09/18/2003	WDW/	RIVERPLACE OF ESTERO	Indigo Isles
DCI2000-00086	12/06/2000	11/09/2005	APR	COLONIAL LAKES	Simon Suncoast Town Center. Accompanies DR12000
DCI2001-00001	01/08/2001	02/14/2002	ARC	INDIGO ISLES	Minor CPD--Animal Clinic
DCI2001-00005	01/31/2001	05/11/2004	ARC	COCONUT POINT/SIMON SUNCOAST	The Brooks of Bonita Springs PD amendment
DCI2001-00012	03/02/2001	02/28/2002	ARC	COPE ANIMAL CLINIC	Koreshan CPD amendment
DCI2001-00043	06/21/2001	04/26/2002	ARC	THE BROOKS OF BONITA SI	A rezoning from AG-2 and IPD to IPD to permit a minin
DCI2001-00053	08/06/2001	12/21/2001	ARC	KORESHAN CPD	
DCI2001-00055	08/15/2001	03/07/2005	APR	SOUTHWEST FLORIDA ROCK LLC	
DCI2001-00062	09/18/2001	11/06/2002	ARC	HUMPREY PARCEL	
DCI2001-00064	09/24/2001	02/05/2002	FNL	CORLICO LAND TRUST	
DCI2002-00002	01/28/2002	11/01/2002	ARC	BEN HILL GRIFFIN PARKWA	Ben Hill Griffin Parkway Fire Station, see also DR12002-0
DCI2002-00005	02/11/2002	02/13/2003	ARC	CORKSCREW RIVER RANCH	Request to rezone 3.83 acres from Agriculture District (
DCI2002-00007	02/13/2002	04/17/2003	FNL	STONEYBROOK DRI NOPC	1)An amendment to the Stoneybrook DRI
DCI2002-00014	03/29/2002	03/13/2003	ARC	CORLICO VILLAGES	Rezone a portion of a Commercial and Residential Pla
DCI2002-00020	05/17/2002	07/25/2003	ARC	PARK CIRCLE CPD	To rezone the subject 1.47+/- acre property from Muiri
DCI2002-00028	06/25/2002	07/15/2003	ARC	PICAYVA BAY SURGERY CENTER	Rezone 3.4 acres on Corkscrew Road from Agricultu
DCI2002-00038	07/26/2002	07/15/2003	ARC	KORESHAN CPD	Amend the existing Commercial Planned Development
DCI2002-00039	08/05/2002	07/17/2003	ARC	THE ESTERO POINTE CPD	Rezone 11.3 acres from Agriculture District, AG-2 to C
DCI2002-00048	08/30/2002	06/20/2003	ARC	CORKSCREW PALMS COMMERCE CE	To amend a commercial planned development (Resol



**Dates**

<u>Case Number</u>	<u>Received</u>	<u>Finald</u>	<u>Status</u>	<u>Project Name</u>	<u>Description</u>
DC12006-00024	03/20/2006	03/23/2007	APR	MAYFAIR VILLAGE RPD	Rezone approximately 5.52 acres from AG-2 to RPD to
DC12006-00056	06/06/2006	11/24/2008	APR	THE TOWNHOMES AT ESTERO PARK	Rezone approximately 5.02 ± acres from Agriculture (
DC12006-00073	07/20/2006	10/10/2007	WDW	NORTH POINT MPD/DRI	Amendment of the Mixed Use Planned Development z
DC12006-00080	08/30/2006	12/11/2007	APR	COCONUT POINT/SIMON SUNCOAST	1. Amend the Coconut Point Development of
DC12006-00084	10/10/2006	09/23/2008	WDW	FOUNTAIN LAKES PROFESSIONAL OF	Rezone from Agriculture (AG-2) to Commercial plan
DC12006-00091	10/27/2006	06/09/2008	APR	KERSEY SMOOT RPD	Amend Resolution Z-98-066 to increase the height for m
DC12007-00035	05/10/2007	02/04/2008	APR	VILLAGES AT COUNTRY CREEK STOR	Amend Zoning Resolution ZAB-86-034 (Villages at Co
DC12007-00043	06/15/2007	04/30/2009	APR	ASAP CORKSCREW MINI STORAGE	A. Amend existing CPD zoning for Tracts S-2 through
DC12007-00063	10/09/2007	06/18/2008	APR	ZA ZA OF NAPLES LLC AMENDMENT	Amend Condition 2 a(2) of Resolution Z-97-026 (WII
DC12008-00007	01/29/2008	03/23/2010	APR	MIDTOWN ESTERO	See resolution Z-08-030A for final
DC12008-00010	03/04/2008	02/27/2009	APR	THE PRESERVE AT CORKSCREW	Amend the Cypress Shadows Zoning Resolution #Z-0
DC12008-00012	03/17/2008	06/05/2009	APR	LEECOMM CPD	Request to rezone 3.6 ± acres from Agricultural (AG-2)
DC12008-00023	05/01/2008	07/10/2009	APR	BELLA TERRA	Applications for a Notice of Proposed Change to amen
DC12008-00041	11/17/2008	08/24/2009	APR	NORTH POINT MPP	Extension of Master Concept Plan for North Point Mixe
DC12008-00042	11/24/2008	02/03/2010	APR	WEST BAY CLUB RPD & CPD	1. Amend the existing Residential Planned
DC12008-00048	12/18/2008	02/15/2010	APR	PLAZA DEL SOL CPD AMENDMENT	Amend the Plaza Del Sol Commercial Planned Develo
DC12009-00004	01/14/2009	04/30/2013	WDW	CARDELLA REZONE	***WITHDRAWN***Rezone 5.66± acres from Agricul
DC12009-00007	03/10/2009	08/26/2010	WDW	WAL-MART #5347-00 ESTERO GOLFE	Request to amend Zoning Resolution No. Z-04-048, S
DC12009-00008	03/13/2009	03/08/2010	APR	FOUNTAIN LAKES PROFESSIONAL PA	Rezone 1.45± acres from Agricultural (AG-2) to Comm
DC12009-00010	04/10/2009	05/18/2011	APR	DOWNTOWN ESTERO FKA SOUTHLA	Request to rezone 34.41 + acres from AG-2 to MPD to
DC12009-00026	07/27/2009	09/10/2009	APR	ESTERO GOLF RESORT MPD	APPLICATION to extend effective date of approved Ma
DC12009-00035	09/30/2009	10/09/2009	APR	HIDEAWAY COVE RPD	APPLICATION FOR SB360 extension
DC12009-00043	11/02/2009	11/10/2009	APR	MIDTOWN ESTERO VILLAGE RPD	APPLICATION FOR Senate Bill 360 extension to MC
DC12009-00046	11/18/2009	12/01/2009	APR	ESTERO CROSSING	Amend MPD zoning to: reduce the number of reside
DC12010-00005	02/17/2010	05/02/2011	APR	TIMBERLAND & TIBURON MPD AMEND	Rezone 12.97 acres from Agricultural (AG-2) to Commu
DC12011-00010	05/23/2011	11/02/2012	APR	ESTERO UNITED METHODIST CHURCH	Amend the Miromar Outlet CPD (Resolution Z-95-094)
DC12011-00012	06/16/2011	04/06/2012	APR	MIROMAR OUTLET CPD	APPLICATION FOR request for extension (4 yr) pursu
DC12011-00025	11/03/2011	12/16/2011	APR	THE TOWNHOMES AT ESTERO PARK	APPLICATION FOR request for 2 yr extension pursua
DC12011-00030	11/03/2011	12/16/2011	APR	ESTERO CROSSING	APPLICATION FOR an extension to MCP approved u
DC12011-00034	11/09/2011	12/16/2011	APR	ESTERO CROSSING	APPLICATION FOR House Bill 7207 extension requ
DC12012-00001	01/03/2012	01/12/2012	APR	MIDTOWN ESTERO	APPLICATION FOR extension under Florida Statute 2
DC12012-00006	01/26/2012	03/01/2012	APR	MIDTOWNE ESTERO	Amend MPD zoning to allow live outdoor entertainment
DC12012-00017	03/30/2012	11/16/2012	APR	COCONUT POINT	APPLICATION TO request to extend DCI pursuant to L
DC12012-00018	04/05/2012	05/17/2012	APR	PARK CIRCLE CPD	Amend the Pelican Sound Residential Planned Devel
DC12012-00027	07/20/2012	05/01/2013	APR	PELLICAN SOUND RPD	Amend the Commercial Planned Development (CPD) p
DC12012-00029	08/31/2012		REC	BELLA TERRA CPD AMENDMENT	
DC12012-00039	09/28/2012		REC	THE BROOKS	
DC12012-00055	11/21/2012	12/04/2012	APR	ESTERO CROSSING	APPLICATION FOR request for extension under Sena
DC12013-00005	02/08/2013	02/19/2013	WDW	MONTE CRISTO	***WITHDRAWN***APPLICATION FOR reinstatem
DC12013-00007	04/08/2013		REC	ESTERO PLACE RPD	Rezone 57.41± acres from AG-2 and RPD/CPD to Res

**Dates**

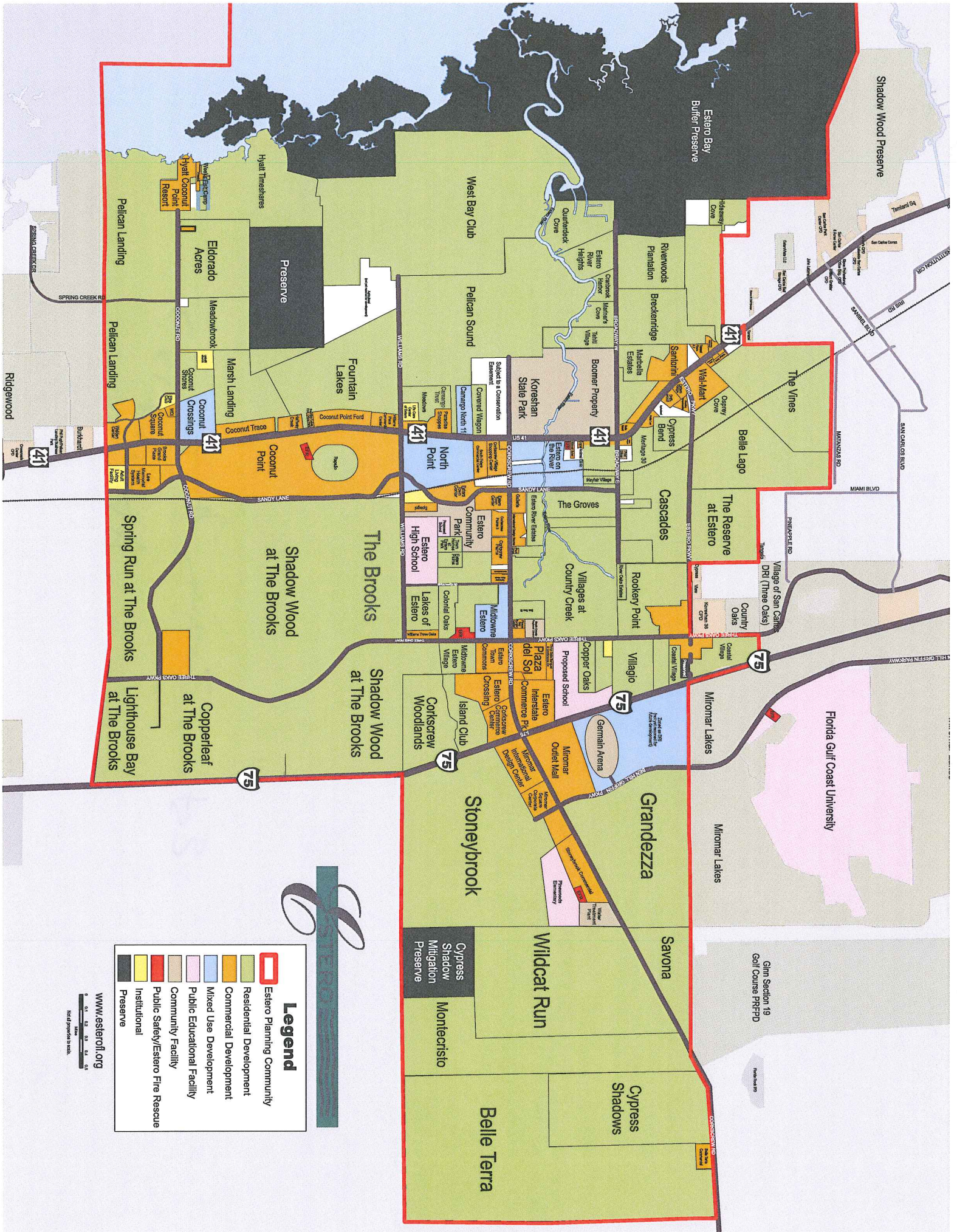
<u>Case Number</u>	<u>Received</u>	<u>Finald</u>	<u>Status</u>	<u>Project Name</u>	<u>Description</u>
DC12013-00010	05/10/2013	08/09/2013	APR	COCOONUT POINT MPD	Request to amend the Coconut Point Development of Rezone from AG-2 to MPD for 1,800,000 sq ft of retail, Brooks of Bonita Springs, amendment to development a The Habitat- DRI, NOPC to extend phasing dates and i
DR12000-00015	09/12/2000	02/22/2003	APR	COCOONUT POINT/SIMON SUNCOAST	An application to revise the legal description to reflect t
DR12000-00017	10/16/2000	11/10/2005	APR	BROOKS OF BONITA SPRINGS	1)An amendment to the Stoneybrook DRI
DR12000-00019	10/30/2000	12/20/2001	APR	THE HABITAT	Amend DRI to reduce MF units, increase SF units, re
DR12000-00022	11/22/2000	04/12/2002	APR	PELICAN LANDING DRI	1) Consider a Notice of Proposed Change (NOPC) RECLASSIFY REZ2001-00014, see also DC12002-0
DR12001-00003	04/09/2001	04/17/2003	APR	STONEYBROOK DRI NOPC	Resolution Z-02-046 The applicant filed a request to:
DR12001-00006	06/21/2001	09/05/2002	APR	THE BROOKS BAY GROUP	The applicant filed a request to: 1) Consider the Appli
DR12001-00009	08/16/2001	11/06/2002	ARC	TIMBERLAND AND TIBURON	Request was approved per Blue Sheet #20040175
DR12002-00001	01/11/2002	11/01/2002	ARC	BEN HILL GRIFFIN	APPLICATION FOR a Notice of Proposed Change to a
DR12002-00002	04/08/2002	05/03/2005	APR	PELICAN LANDING DRI NOPC	a. Consider a Notice of Proposed Change to
DR12003-00002	05/14/2003	02/14/2005	APR	NORTH POINT DRI	1. Consider a Notice of Proposed Change (NOPC) to
DR12004-00003	01/20/2004	03/03/2005	APR	COCOONUT POINT/SIMON SUNCOAST	1. Consider a Notice of Proposed Change (NOPC) to
DR12004-00006	06/08/2004	03/03/2005	APR	BELLA TERRA	Amendment to the Coconut Point DRI Development O
DR12004-00008	07/09/2004	03/16/2005	APR	COCOONUT POINT/SIMON SUNCOAST	Notice of Proposed Change to the North Point DRI to r
DR12005-00001	01/25/2005	05/10/2007	APR	BAYSIDE IMPROVEMENT CDD	1. Amend the Coconut Point Development of
DR12005-00002	03/02/2005	01/30/2008	APR	MIROMAR SQUARE CPD	A. Amend existing CPD zoning for Tracts S-2 through
DR12006-00002	02/06/2006	08/07/2006	APR	COCOONUT POINT DRI	APPLICATION FOR Senate Bill 360 extension to build
DR12006-00007	07/20/2006	08/22/2008	APR	NORTH POINT MPD/DRI	Application for Notice of Proposed Change (NOPC) for
DR12006-00009	08/30/2006	12/11/2007	APR	COCOONUT POINT DRI/MPD	APPLICATION FOR request for SB 1752 extension.
DR12007-00003	06/15/2007	04/30/2009	APR	ASAP CORKSREW MINI STORAGE	Notice of Proposed Change to the Pelican Landing Dev
DR12008-00005	05/01/2008	07/10/2009	APR	BELLA TERRA	Notice of Proposed Change (NOPC) to the DRI Develop
DR12009-00001	08/03/2009	03/19/2010	APR	COCOONUT POINT DRI	APPLICATION FOR House Bill 7207 extension to DRI
DR12010-00001	02/17/2010	05/02/2011	APR	TIMBERLAND & TIBURON MPD AMEND	APPLICATION FOR extension of all DRI timframes i
DR12010-00004	12/20/2010	09/16/2011	APR	NORTH POINT	APPLICATION FOR extension of buildout and termi
DR12011-00001	01/10/2011	07/20/2012	APR	PELICAN LANDING DRI/CPD/RPD	APPLICATION FOR extension of build out date as pr
DR12011-00002	03/03/2011	07/20/2012	APR	NORTH POINT DRI	APPLICATION FOR extension of expiration date purs
DR12011-00005	06/28/2011	02/07/2012	APR	NORTH POINT DRI	APPLICATION FOR extension of expiration date purs
DR12011-00006	06/28/2011		REC	COCOONUT POINT DRI	APPLICATION FOR extension of all DRI timframes i
DR12011-00007	06/29/2011	04/04/2012	APR	PELICAN LANDING DRI	APPLICATION FOR extension of buildout and termi
DR12011-00010	06/29/2011	04/05/2012	APR	TIMBERLAND & TIBURON DRI	APPLICATION FOR extension of build out date as pr
DR12011-00011	06/29/2011	04/05/2012	APR	STONEYBROOK DRI (FKA CORKSCRE	APPLICATION FOR extension of build out and termi
DR12011-00013	07/07/2011	04/04/2012	APR	THE BROOKS OF BONITA SPRINGS	APPLICATION FOR extension of expiration date purs
DR12012-00002	01/26/2012	02/24/2012	APR	STONEYBROOK DRI	APPLICATION FOR Senate Bill 2156 extension
DR12012-00003	01/26/2012	02/24/2012	APR	TIMBERLAND AND TIBURON	APPLICATION FOR Senate Bill 2156 extension
DR12012-00004	01/26/2012	02/24/2012	APR	PELICAN LANDING	APPLICATION FOR Senate Bill 2156 extension
DR12012-00007	01/26/2012	02/24/2012	APR	THE BROOKS OF BONITA SPRINGS	APPLICATION FOR Senate Bill 2156 extension
DR12012-00008	01/27/2012	02/21/2012	APR	COCOONUT POINT DRI	APPLICATION FOR Senate Bill 2156 extension
DR12012-00009	02/01/2012		REC	BELLA TERRA COMMERCIAL	APPLICATION FOR senate bill 2156 extension of bu
DR12012-00011	07/02/2012	12/14/2012	APR	COCOONUT POINT	APPLICATION FOR request to reduce commercial sq
DR12012-00012	08/07/2012	01/16/2013	WDV	NORTH POINT DRI	APPLICATION REQUEST for section 252.363 Exten
					Request for extension of DRI pursuant to SB 2156 (this

Dates

Case Number	Received	Finald	Status	Project Name	Description
DR12012-00013	08/21/2012	12/14/2012	APR	THE BROOKS OF BONITA SPRINGS	APPLICATION FOR Senate Bill 2156 extension for re
DR12012-00014	08/22/2012	01/16/2013	APR	STONEYBROOK (CORKSCREW PINES)	APPLICATION FOR request for extension of Stoneyb
DR12012-00016	08/22/2012	01/16/2013	APR	TIMBERLAND AND TIBURON	APPLICATION FOR request for extension of Timberl
DR12012-00018	08/22/2012	01/15/2013	APR	PELICAN LANDING	APPLICATION FOR request for extension of Pelican L
DR12012-00019	09/28/2012		REC	THE BROOKS	APPLICATION for a DRI NOPC for The Brooks
DR12012-00020	10/02/2012	01/28/2013	APR	COCONUT POINT	APPLICATION FOR request for extension pursuant to T
DR12012-00023	11/15/2012	01/16/2013	APR	NORTH POINT DRI	APPLICATION FOR extension of build out date due to t
DR12012-00028	11/20/2012	02/15/2013	APR	STONEYBROOK (CORKSCREW PINES)	APPLICATION FOR request for extension due to TS D
DR12012-00032	12/06/2012	02/15/2013	APR	THE BROOKS OF BONITA SPRINGS	APPLICATION FOR request for extension due to TS I
DR12012-00034	12/06/2012	02/15/2013	APR	STONEYBROOK (CORKSCREW PINES)	APPLICATION FOR request for extension due to TS I
DR12012-00035	12/06/2012	02/15/2013	APR	PELICAN LANDING DRI	APPLICATION FOR request for extension due to TS I
DR12012-00036	12/06/2012	02/15/2013	APR	TIMERLAND & TIBURON DRI	APPLICATION FOR request for extension due to TS I
DR12013-00002	02/13/2013	08/14/2013	APR	PELICAN LANDING	APPLICATION FOR relocation of construction/service
DR12013-00003	05/10/2013	08/09/2013	APR	COCONUT POINT DRI	Request to amend the Coconut Point Development of
DR12013-00005	07/18/2013		REC	BELLA TERRA	APPLICATION FOR House Bill 7019 extension
MUD2001-00009	01/11/2001	01/16/2001	APR	4552 SAN ANTONIO LANE	Outlying Suburban, El Dorado Acres
MUD2001-00096	09/18/2001	09/24/2001	APR	MESA RESIDENCE	With RES2001-05975
MUD2002-00061	06/19/2002	06/26/2002	APR	TOWNE MUD CASE	MUD FOR RES2002-04185
MUD2002-00084	10/01/2002	11/06/2002	APR	BENOIT TO CASTRO	
MUD2003-00090	09/23/2003	10/09/2003	APR	JOB4485	
MUD2004-00016	02/17/2004	03/18/2004	APR	KEY LARGO LN	MUD in San Carlos Park
MUD2004-00039	03/17/2004	03/30/2004	APR	COCONUT ROAD	
MUD2004-00040	03/22/2004	03/30/2004	APR	JOB 5661	REQUESTS MUD TO DETERMINE IF LOT WILL SU
MUD2004-00222	12/17/2004	01/03/2005	APR	23352 W. EL DORADO AVE.	APPLICATION FOR: minimum use determination for s
MUD2005-00175	07/20/2005	08/05/2005	APR	STARNES SINGLE FAMILY	APPLICATION FOR a Minimum Use Determination to a
MUD2007-00014	01/31/2007	02/14/2007	APR	SINGLE FAMILY RESIDENCE	APPLICATION FOR a MUD for an SFR
MUD2007-00024	03/29/2007	04/20/2007	APR	SOMMERVILLE RESIDENCE	APPROVED FOR a single family residence
MUD2012-00009	04/03/2012	04/13/2012	APR	21400 CORKSCREW RANCH RD	APPROVED FOR minimum use determination for str (
MUD2012-00023	10/09/2012	10/30/2012	APR	FERNANDEZ RESIDENCE	APPLICATION REQUEST for minimum use determi
MUD2013-00016	04/29/2013	05/03/2013	APR	W R BOEHM	APPLICATION FOR approval to build one single family
REZ2000-00043	10/23/2000	02/18/2005	DEN	TAR REZONE	APPLICATION FOR build a single family home
REZ2001-00014	07/20/2001	08/30/2002	WDW	BILL HILL GRIFFIN	Tar Rezone from AG-2 to CS-2
REZ2001-00016	08/08/2001	01/06/2006	APR	ESTERO VERDE	**WITHDRAWN**
REZ2002-00022	11/21/2002	04/10/2003	APR	ESTERO PALMS	
REZ2003-00016	08/25/2003	04/06/2004	APR	ESTERO COMMUNITY PARK	Rezone approximately 5 acres of land from Agricultural
REZ2004-00028	10/12/2004	03/30/2005	APR	HEIGHTS PROPERTIES 5.0AC	A rezoning from the AG-2 (agricultural) and RPD (Resi
REZ2005-00021	09/28/2005	07/31/2008	WDW	BROOKHAVEN RPD	Rezone 5.029 +/- acres from Agricultural (AG-2) to Re
REZ2005-00035	12/15/2005	07/12/2006	WDW	ESTERO PARK	see also DC12005-00043
REZ2006-00014	03/21/2006	06/05/2007	DEN	MIDTOWNE ESTERO VILLAGE	***WITHDRAWN*** Rezone 5.02 (+/-) acres from Agr
REZ2006-00018	04/04/2006	11/09/2007	APR	ESTERO ON THE RIVER	Rezone 34.02 +/- acres from Agricultural (AG-2) to

REZ2006-00018: Land Development Group LLC is





**Legend**

- Estero Planning Community
- Residential Development
- Commercial Development
- Mixed Use Development
- Public Educational Facility
- Community Facility
- Public Safety/Estero Fire Rescue
- Institutional
- Preserve

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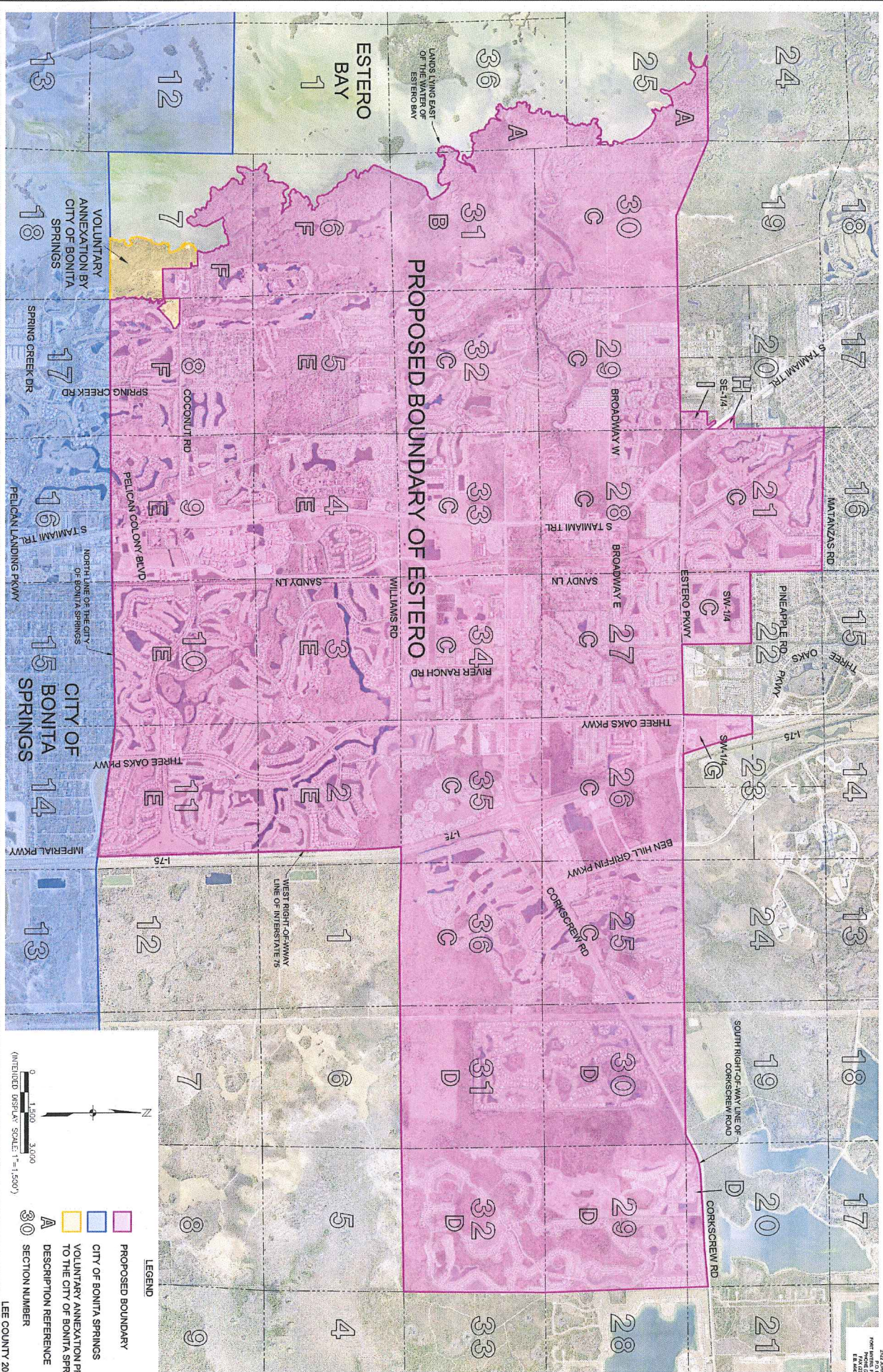
0 0.1 0.2 0.3 0.4 0.5  
Miles  
Not all properties to scale.



R24E

R25E

R26E



0 1,500 3,000  
(HORIZONTAL DISPLAY SCALE: 1"=1,500')

Legend:  
 - Pink outline: PROPOSED BOUNDARY  
 - Blue outline: CITY OF BONITA SPRINGS  
 - Yellow outline: VOLUNTARY ANNEXATION PROPERTIES TO THE CITY OF BONITA SPRINGS  
 - A: DESCRIPTION REFERENCE  
 - 30: SECTION NUMBER

LEE COUNTY 2013 AERIAL

**JOHNSON**  
ENGINEERING

252 JOHNSON STREET  
 FORT WORTH, TEXAS 76102  
 TEL: 817.335.1234  
 FAX: 817.335.1235  
 WWW.JOHNSONENGINEERING.COM



**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY  
AND TOWN OF FORT MYERS BEACH**

THIS INTERLOCAL AGREEMENT is made and entered into this 5th day of October, 1999, by and between the TOWN OF FORT MYERS BEACH, a municipal corporation of the State of Florida, acting by and through its Town Council, the governing body thereof, "Town", and LEE COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, "County", collectively, "the Parties" hereto.

**WITNESSETH:**

WHEREAS, the Town Council is the governing body in and for the Town of Fort Myers Beach; and the Board of County Commissioners is the governing body in and for Lee County; and,

WHEREAS, both the County and town are duly empowered pursuant to Florida Statutes, in particular Section 163.01, F.S., to enter into Interlocal Agreements for the delegation of certain, shared municipal powers; and,

WHEREAS, pursuant to Chapter 95-494, Laws of Florida, the Town of Fort Myers Beach, Florida has assumed all governmental, corporate and proprietary powers provided by law to Florida municipalities as of December 31, 1995; and,

WHEREAS, in order to continue with an orderly transition of governmental powers, duties, and services from Lee County to the Town of Fort Myers Beach for the protection of the public health, safety and welfare of the citizens of Fort Myers Beach, the Fort Myers Beach Town Council has determined it appropriate to delegate certain powers, duties and authority to Lee County on an interim basis as provided for by the charter of the Town of

Fort Myers Beach;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions hereinafter set forth, the Town and the County, intending to be legally bound, hereby agree as follows:

**SECTION I        PURPOSE**

It is the purpose and intent of this Agreement to define the terms and conditions for the Town's delegation of certain development review, permitting and enforcement authority to the County, and the terms and conditions under which the County shall provide such services. This Agreement is intended to provide to the Town, through a delegation of certain municipal authority and powers to the County, certain services relating to the implementation of the Lee County Land Development Code, to the extent said Code is effective within the Town pursuant to State law, and enforcement of regulations.

All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth above.

**SECTION II        AUTHORITY FOR AGREEMENT**

The Town represents to the County that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the Governing Body of the Town, has been executed and delivered by an authorized officer of the Town, and constitutes a legal, valid and binding obligation of the Town. The County represents to the Town that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the Governing Body of the County, has been executed and delivered by an authorized officer of the County, and constitutes a legal, valid and binding obligation of the County.





6. Town will provide County with copies of all ordinance changes or resolutions adopted by Town pertaining to matters covered herein.
7. Payment of permit application fees by applicants will cover costs for Item #1 listed above.
8. Costs noted in item 2 are for the levels of service implemented in mid-1999 (2 full time equivalent positions for Code Enforcement). Any future changes in level of service will result in either additional payments by the Town or credits against the quarterly payments, to be mutually agreed upon by Town and County.
9. Cost for Town to receive services from County, in addition to the fees and charges collected by County noted above, (and excluding road impact fees), totals \$132,400. Payment in full for all services \$132,400 is due to County in quarterly payments as listed below. Such payment shall be made by Town warrant by the due date. Nonpayment by the due date shall be grounds for the County's immediate suspension of services.

November 15	\$33,100
January 1	\$33,100
April 1	\$33,100
July 1	\$33,100

#### **SECTION IV RESERVATION OF CERTAIN POWERS & DUTIES TO THE TOWN**

Notwithstanding the provisions of Section III above, the Town hereby specifically reserves unto itself all of the final, determinative powers exercised by the Lee County Board of County Commissioners and Lee County Hearing Examiner, with respect to final decisions concerning the implementation of the Lee County Comprehensive Plan and the Lee County Land Development Regulations as they may be amended or revised by the Town of Fort Myers Beach from time to time, with the exception of all powers, duties and final decisions exercised by the Lee County Hearing Examiner's Office with respect to code enforcement matters.

#### **SECTION V DURATION OF INTERLOCAL AGREEMENT**

This Interlocal Agreement shall become effective upon execution by both parties and will remain in effect until September 30, 2000, except as otherwise provided for herein.

**SECTION VI      TERMINATION OF INTERLOCAL AGREEMENT**

This Interlocal Agreement may be terminated by either party at any time, with or without cause, upon one hundred twenty (120) days written notice to the non-terminating party.

**SECTION VII      LIABILITY**

The parties agree that by execution of this Agreement, no party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for in Section 768.28, Florida Statutes.

**SECTION VIII      PRIOR AGREEMENTS**

This Agreement shall supersede any other Agreements between the Town and the County relating to the delegation of certain municipal powers to the extent that the terms and provisions of any such other Agreement conflict with the terms and provisions of this Agreement.

**SECTION IX      ASSIGNMENT**

No assignment, delegation, transfer, or novation of this Agreement or part hereof, shall be made, unless approved by the Town and the County.

**SECTION X      NOTICES**

Any notices or other documents permitted or required to be delivered pursuant to this Agreement, shall be delivered to the County, at the Office of the County Manager and to the Town, at the Office of the Mayor or Town Manager.

**SECTION XI AMENDMENT**

This Agreement may only be amended by writing duly executed by the Town and the County.

IN WITNESS WHEREOF, the Town and the County have executed this Agreement on the day, month, and year first written above.

ATTEST:

CHARLIE GREEN, CLERK

By: *Michelle B. Kissner*  
Deputy Clerk

ATTEST:

By: *Wesley George*  
Town Clerk

BOARD OF COUNTY COMMISSIONERS

OF LEE COUNTY, FLORIDA

By: *P. Ray Judal*  
Chairman

APPROVED AS TO FORM:

By: *[Signature]*  
Office of County Attorney

TOWN OF FORT MYERS BEACH

By: *Ray C. Murphy*  
Mayor

APPROVED AS TO FORM:

By: *[Signature]*  
Town Attorney

**AGREEMENT**

**BY AND BETWEEN  
MIKE SCOTT, LCSO OF LEE COUNTY, FLORIDA AND  
THE CITY OF BONITA SPRINGS FOR  
ENHANCED LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, by and between the CITY OF BONITA SPRINGS, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY," and Mike Scott, Sheriff of Lee County, Florida, hereinafter referred to collectively as "LCSO."

**WITNESSETH:**

**WHEREAS**, the CITY is desirous of maintaining a high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management; and

**WHEREAS**, LCSO and CITY previously agreed on a basic services agreement with a continuing high level of professional police service, and the CITY is desirous of enhancing such services upon the terms and conditions hereinafter set forth; and

**WHEREAS**, CITY is desirous of enhancing daily police services above and beyond basic services already rendered through contractual relationship with LCSO.

**NOW THEREFORE**, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

**ARTICLE I**

**DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

1.1 *Agreement* shall mean this Agreement for Law Enforcement Services between the CITY and LCSO. This Agreement does not replace or supplant the basic services provided by the Sheriff but is to provide enhanced services above and beyond the basic services provided through general ad valorem revenues and other regular funding. However, nothing contained within this definition should prohibit Community Outreach

Program (COPS) funding if available.

1.2 LCSO shall mean the duly elected and qualified Sheriff of Lee County, Florida.

1.3 LCSO'S Address shall mean Lee County Sheriff's Office, 14750 Six Mile Cypress Parkway, Ft. Myers FL 33912, (239) 477-1200.

1.4 CITY shall mean the City of Bonita Springs, Florida, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Lee County, Florida.

1.5 CITY'S Address shall mean 9101 Bonita Beach Road, Bonita Springs FL 34135, (239) 390-1000.

1.6 CITY Boundaries shall mean the area within the municipal boundaries of the CITY.

1.7 City Manager shall mean the duly appointed and validly existing City Manager of the CITY. In the absence of the City Manager, the person acting in the capacity of City Manager shall have the same authority as that of the City Manager.

1.8 Deputy Sheriff shall mean an employee who is appointed by the Sheriff in accordance with Fla. Stat. 30.07 and who has executed any necessary oath which is required by law. This position consists of shift related duties which includes: arrest and citation of violators, crime prevention, traffic control, courtroom testimony, community policing, high visibility patrol, and others as determined by LCSO.

1.9 District Commander shall mean the individual appointed under Article XVI who is responsible for all employees and activities of the Bonita Springs Patrol Zone. The district commander shall hold the rank of Deputy Sheriff Captain. The duties of the district commander include compliance with provisions of this contract for law enforcement service, serve as liaison between the CITY and LCSO, and insure the maintenance of effective morale, discipline, and law enforcement service.

1.10 Patrol Unit shall mean one (1) marked car which shall be manned by one (1) Uniformed Officer and containing all standard support equipment and who is assigned to a Patrol within the City of Bonita Springs. Any patrol unit purchased by the City shall prominently display the City of Bonita Springs official seal and on the vehicle's exterior the legend "paid for by the City of Bonita Springs" in letters at least two (2) inches in height and city logo and web page address and the words community policing.

1.11 Patrol Zone is the incorporated boundaries of the CITY that is part of the South District.

1.12 Salaries shall include wages, employer expenses (FICA), and employee benefits including, but not limited to, retirement benefits, health insurance benefits, workers compensation, vacation, compensatory time, and sick leave benefits.

1.13 Sworn Personnel shall mean any appointed deputy of the Sheriff, irrespective of the rank (i.e. Deputy Sheriff Sergeant, Deputy Sheriff Lieutenant, Deputy Sheriff Captain).

1.14 Uniformed Deputy means a Deputy Sheriff employed by LCSO who wears a LCSO uniform. Said deputies working Bonita pursuant to this agreement shall wear a pin on the front of the uniform. Such pin shall be provided by the City.

## **ARTICLE II**

### **TERM**

2.1 This Service Agreement shall remain in full force and effect commencing October 1, 2005 through September 30, 2008, the present term for Sheriff Mike Scott, all dates inclusive, conditioned upon the party's agreement as to the consideration to be paid by the City in each applicable fiscal year. The Agreement may be commenced earlier, upon mutual consent, at a prorated rate.

2.2 The CITY shall have the option to extend the Term for three (3) additional four (4) year terms, upon the same terms and conditions contained herein, except that the Consideration payable hereunder shall be subject to mutual agreement.

2.3 Either party may terminate this Service Agreement for any reason by giving no less than ninety (90) days prior written notice to the other party.

2.4 In the event of termination, both parties shall render such aid, coordination, and cooperation that might be required for an expeditious and efficient termination of service.

## **ARTICLE III**

### **MANNER OF PERFORMANCE OF SERVICES**

3.1 It is the intent of LCSO to provide to the CITY it's current, existing competent professional police protection within and throughout the corporate limits of CITY, and by virtue of this Agreement, enhance such services as outlined in Article IV.

3.2 In recognition of the CITY'S need to be informed of LCSO'S activities, LCSO'S District Commander and the City Manager will develop a mutually agreed upon reporting format(s) and reporting period(s), whereby LCSO will report its activities to the City Manager. At any time during the term of this Agreement, the City Manager shall have the right to make reasonable modifications to the reporting format(s) and reporting period(s).

3.3 LCSO will ensure the courtesy and professional demeanor of the assigned Deputies through internal policies and staff inspections, in-service training, and diversity training.

#### **ARTICLE IV**

##### **STAFFING STRUCTURE**

4.1 Commencing January 1, 2006, the enhanced staffing structure, eight (8) deputies of the Bonita Springs Patrol Zone in the South District, will be as follows:

7	Deputy Sheriffs
1	Sergeant
8	TOTAL

Commencing April 1, 2006 the enhanced staffing structure ten (10) deputies of the Bonita Springs Patrol Zone in the South District, will be as follows:

8	deputy Sheriffs
2	sergeants
10	Total

Commencing January 1, 2007 the enhanced staffing structure twelve (12) deputy sheriffs of the Bonita Springs Patrol Zone in the South District, will be as follows:

10	deputy sheriffs
2	Sergeants
12	Total

Commencing April 1, 2007 the enhanced staffing structure fourteen (14) deputies of the Bonita Springs Patrol Zone in the South District, will be as follows:

12	deputy Sheriffs
2	sergeants
14	Total

Commencing January 1, 2008 the enhanced staffing structure sixteen (16) deputy sheriffs of the Bonita Springs Patrol Zone of the South District will be as follows:

14 deputy sheriffs  
2 Sergeants  
16 Total

Should commencement be desired earlier upon determination by the City Manager, the CITY shall provide LCSO, with an official "Notice to Proceed". This notice shall be issued no less than thirty (30) days prior to the date of desired commencement.

4.2 It is the responsibility of the District Commander or designee, in consultation with the City Manager, to properly assign personnel to adequately provide enhanced law enforcement services in the Bonita Springs Patrol Zone, pursuant to this Agreement.

## **ARTICLE V**

### **PATROL UNITS**

5.1 The District Commander shall provide the CITY with Uniformed Deputies and Sergeant(s) who, as stated in Article IV, patrol the City of Bonita Springs, each in a Patrol Unit. Each Uniformed Deputy Sheriff patrolling the Patrol Zone shall be assigned by the District Commander and work scheduled time, not to exceed forty-two hours per week, excepting holidays, overtime, off-duty detail, vacation leave, required training, court appearances, authorized sick leave, and such other absences as may be authorized by the SHERIFF or his designee.

5.2 The parties recognize that a law enforcement agency requires flexibility in order to meet society's challenge to combat crime and other social conditions. Therefore, the District Commander or his designee shall have the discretion to determine patrol staffing levels to provide adequate police services to the CITY subject to the requirements of paragraph 5.1. The LCSO recognizes that the Agreement is for enhanced services and nothing in this paragraph shall be construed as to replace community policing activities unless the circumstances warrant the modification because of lack of regular and basic patrol staffing levels in Bonita Springs and the immediate adjacent areas. Use of this discretion should be the exception and not the rule.

5.3 A professional level of service shall be provided by the patrol services contemplated by this Agreement. This professional level of service shall be in accordance with applicable laws and accepted police practices, including LCSO policies and procedures.

5.4 These patrol services shall be supervised within the discretion of the on-duty uniform patrol supervisor, with the understanding that the patrol services are enhanced services to provide community policing.



5.5 LCSO, through its Deputy Sheriffs assigned to the City of Bonita Springs, at the request of the City Manager, will provide additional enhanced services as agreed upon with the District Commander.

#### **ARTICLE VI**

##### **CITY COUNCIL MEETINGS**

6.1 At the request of the City Manager and in conformity with paragraph 5.1, one (1) Deputy Sheriff shall be present for the purpose of maintaining order at each regular or special City Council meeting during the regular shift of attending deputy.

#### **ARTICLE VII**

##### **EMPLOYMENT RESPONSIBILITY**

7.1 Any employees utilized by LCSO to fulfill the terms and conditions of this Agreement shall be deemed as employees of LCSO, not of the CITY.

7.2 Accordingly, the CITY shall not be responsible for or assume any liability for any employee's salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers compensation funds (Chapter 441, Florida Statutes 2002), vacation, compensatory time, sick leave benefits or any other amenities of employment to any LCSO Personnel performing services, duties and responsibilities hereunder for the benefit of said CITY and the residents thereof or any other liabilities whatsoever.

7.3 Further, unless otherwise specifically provided to the contrary herein, the CITY shall not be liable for compensation, contribution, indemnity to LCSO or the employees thereof for any injury or illness, of any kind whatsoever, arising out of such employment and the performance of the service, duties, and responsibilities contemplated herein.

#### **ARTICLE VIII**

##### **EMPLOYMENT: RIGHT OF CONTROL**

8.1 LCSO shall have and maintain sole responsibility and control over the rendition of services, training, standards of performance, discipline of personnel, and other matters incident to the performance of its services, duties, and responsibilities

described and contemplated herein, provided said control does not result in a permanent reduction in the staffing levels as provided in Article IV.

8.2 The parties acknowledge that it is important for the CITY to have LCSO personnel who are acquainted with the general make-up of the CITY including its geography; its industrial, business, and residential composition; and its law enforcement issues.

## **ARTICLE IX**

### **EMPLOYMENT: AUTHORITY TO ACT**

9.1 The CITY recognizes that LCSO shall be required to appoint employees as deputy sheriffs to act within the City for the purpose of enforcing this Agreement.

9.2 The CITY does hereby vest in any LCSO employee, who is appointed by the Sheriff as a deputy sheriff and certified as a law enforcement officer within Chapter 943, Florida Statutes 2002, the police powers which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon LCSO by this Agreement, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers. Every sworn officer of LCSO so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn officer of the CITY while performing such services, duties, and responsibilities which constitute municipal functions and are within the scope of this Service Agreement.

9.3 Accordingly, such sworn officers of LCSO are hereby vested with the power to enforce the ordinances of the CITY, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto.

## **ARTICLE X**

### **CONSIDERATION**

10.1 The CITY agrees to pay LCSO, in consideration for the services described herein, for the fiscal year 2006, the sum set forth in Exhibit "A" attached hereto. Exhibit "A" shall be amended from year to year as made necessary by the increased costs and expenses of staffing and maintaining a Deputy Sheriff.

10.2 The consideration payable by the CITY for fiscal year 2007 and 2008 shall be subject to an annual percentage adjustment per unit cost, not to exceed a ten percent (10%) increase of the contractual consideration for the preceding year. Such

increases shall only be approved after LCSO has provided detailed financial back-up justifying the increase to the CITY.

10.3 LCSO shall have the right to temporarily fill any vacancy within the Bonita Springs District, provided the vacant position is filled by a LCSO employee that possesses skills, training and experience at least equivalent to the absent Bonita Springs Patrol Zone Deputy.

10.4 The consideration recited herein constitutes the entire consideration to be paid hereunder and upon the payment thereof, in the manner and at the times described herein, the CITY shall have no further monetary obligations to LCSO or any third party providing services described in this Service Agreement.

#### **ARTICLE XI**

##### **ADDITIONAL SERVICES**

11.1 The City Manager may request additional law enforcement services (i.e. K-9, motorcycles, foot patrol, special details) necessary to the CITY during the tenure of this Agreement.

11.2 LCSO agrees to make every reasonable effort to provide these services to the CITY and agrees to use its best efforts with Lee County Government to maintain a sub station in the City, realizing the Lee County government provides buildings for the Sheriff's Office.

#### **ARTICLE XII**

##### **AUDIT OF RECORDS**

12.1 LCSO shall maintain an accurate record of all LCSO personnel employed in the Bonita Springs Patrol Zone, and their hours of actual employment. Upon request of the City Manager, LCSO agrees to provide the CITY with payroll records concerning hours of actual employment for LCSO'S Bonita Springs District personnel.

12.2 LCSO agrees to provide for inspection and audit any other financial records relating to this Agreement, subject to public records exemptions.

#### **ARTICLE XIII**

##### **FINES, FORFEITURES; PAYMENT**

13.1 All law enforcement education funds levied and collected by the Clerk of the Court pursuant to Section 943.25, Florida Statutes, may be used by the LCSO for the law

enforcement education purposes authorized in said Statutes. Apart from such funds, LCSO shall have no claim or right to any other monies or things of value which the CITY receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.

13.2 It is hereby acknowledged between the CITY and LCSO that on occasion LCSO may receive equipment from the CITY pursuant to a grant or some other funding device which may be utilized at the sole discretion of the CITY. Prior to the purchase of any such equipment, the City Manager and District Commander shall mutually agree, in writing, to the specifications, maintenance responsibilities, and disposition procedures related to such equipment. In all cases, LCSO shall be responsible for any and all repairs or replacements necessitated by LCSO's abuse or neglect of the equipment.

#### **ARTICLE XIV**

##### **DISTRICT COMMANDER**

14.1 The District Commander shall, among other specified duties, act as liaison between the CITY and LCSO.

14.2 The parties hereby acknowledge and agree that LCSO retains the right to discipline and remove from office the District Commander or any Deputy Sheriff.

#### **ARTICLE XV**

##### **INSURANCE**

15.1 LCSO shall be self insured or maintain insurance coverage for the liabilities assumed by LCSO under this Agreement. The insurance coverage shall be in the amounts hereinafter described:

General Liability	\$100,000/200,000.00
Automobile Liability	\$100,000/200,000.00

15.2 LCSO shall maintain the respective coverage throughout the term of this Service Agreement, as the same may be extended in accordance with the provisions hereof.

15.3 LCSO shall provide CITY with adequate documentation concerning the coverage required hereunder, in order that the CITY, through the office of the City Clerk, may keep such documentation on file for the benefit of the public and inspection of the citizenry of CITY.

**ARTICLE XVI**

**HOLD HARMLESS**

16.1 Each party (indemnitor) hereby shall to the extent permitted by law indemnify from any liability and hold harmless the other party (indemnitee), its employees, agents, or servants against liability arising from any actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, brought against the indemnitee its employees, agents, and servants as a result of the indemnitor, its employees, agents, or servants negligent acts or negligent omissions, or willful misconduct in the performance of its obligations under this Agreement.

16.2 If the indemnitee defends any actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, directly or approximately caused by the negligent acts or negligent omissions or willful misconduct of indemnitor, its agents, servants, or employees, indemnitor agrees to reimburse the indemnitee for all expenses, attorneys' fees, and court costs incurred in defending such actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands.

16.3 Notwithstanding anything to the contrary contained herein, LCSO and the CITY shall, at all times, be entitled to the benefits of sovereign immunity as provided in Section 768.28, Florida Statutes 2002, and common law. Nothing contained in this Agreement to the contrary shall be construed as a waiver of sovereign immunity.

**ARTICLE XVII**

**INDEPENDENT CONTRACTOR**

17.1 LCSO, for the purposes of this Service Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in LCSO and its sworn officers pursuant to Article XI.

**ARTICLE XVIII**

**AUTHORITY TO EXECUTE; NO CONFLICT CREATED**

18.1 The Sheriff, pursuant to the powers under Article VIII of the Constitution of the State of Florida and the Statutes of the State of Florida, hereby represents that full power and authority exists to execute this Service Agreement. This includes the following:

- (a) His making and execution hereof shall create a legal obligation on the part of the Sheriff's Office of Lee County, Florida.
- (b) The same shall be enforceable by the CITY according and to the extent of the provisions hereof.

Nothing herein contained or no obligation on the part of LCSO to be performed hereunder shall in anyway be contrary to or in contravention of any policy of insurance or surety bond required of LCSO pursuant to the Laws of the State of Florida.

18.2 The Mayor and City Clerk, by their respective executions hereof, do each represent the following to LCSO:

- (a) They collectively have full power and authority to make and execute this Service Agreement on behalf of the City of Bonita Springs, pursuant to the Resolution of the City Council of CITY.
- (b) Nothing herein contained is in any way contrary to or in contravention of the Charter of the City of Bonita Springs or the Laws of the State of Florida.

#### **ARTICLE XIX**

#### **NOTICE**

19.1 All notices required hereunder shall be by regular U.S. Mail and or facsimile, and any notice required hereunder shall be addressed to the party intended to receive same at the following addresses:

CITY: City Manager  
City Hall  
9101 Bonita Beach Road  
Bonita Springs, Florida 34135

c/o City Attorney  
City Hall  
City of Bonita Springs  
9101 Bonita Beach Road  
Bonita Springs, Florida 34135

LCSO: Sheriff of Lee County  
Lee County Sheriff's Office  
14750 Six Mile Cypress Parkway  
Fort Myers, Florida 33912

Legal Director  
Lee County Sheriff's Office  
14750 Six Mile Cypress Parkway  
Fort Myers, Florida 33912

**ARTICLE XXII**

**NON-ASSIGNABILITY**

LCSO shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the written consent of the City Council of the CITY, which consent must be evidenced by a duly passed Resolution.

**ARTICLE XX**

**ENTIRE AGREEMENT; AMENDMENT**

20.1 The parties acknowledge, one to another, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

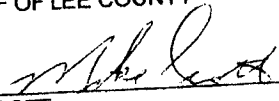
**ARTICLE XXI**

**BINDING EFFECT**

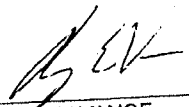
21.1 This Agreement shall inure to the benefit of and be binding upon the respective parties' successors.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below:

SHERIFF OF LEE COUNTY

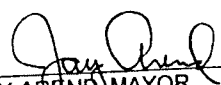
  
\_\_\_\_\_  
MIKE SCOTT

2/7/06  
Date

BY:   
AUDREY VANCE  
City Attorney

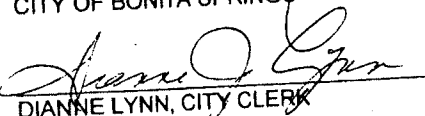
2-1-06  
Date

CITY OF BONITA SPRINGS

  
JAY AREND, MAYOR

2-2-06  
Date

CITY OF BONITA SPRINGS

  
DIANNE LYNN, CITY CLERK

\_\_\_\_\_  
Date

Approved as to form and legal  
sufficiency subject to execution  
By the parties:

H:\contract\Bonita Springs - Final 11/16/05



