



Village of
ESTERO

**VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET**

JANUARY 5, 2022, 09:30 AM



COVID-19 NOTICE:

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

AGENDA

VILLAGE COUNCIL MEETING

9401 Corkscrew Palms Circle, Estero, Florida
January 5, 2022, 09:30 am

1. CALL TO ORDER

INVOCATION -- Pastor Todd Weston River of Life Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. RECOGNITION

of Happehatchee Board Members

5. CONSENT AGENDA

a. December 1, 2021 Council Meeting Minutes

Attachment: [12012021 minutes.pdf](#)

b. Financial Report for Month ended October,2021

Attachment: [October 2021 Agenda Item Summary Sheet Financial Report_003_.pdf](#)

Attachment: [Village Council Report 10.21.pdf](#)

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

7. ACTION ITEMS

a. Resolution No. 2022-01 of the Village Council of the Village of Estero, Florida, Amending

Resolution No. 2021-16 Adopting Personnel Policies; and Providing an Effective Date

Recommended Action

Adopt Resolution No. 2022-01.

Financial Impact

The maximum annual cost would be approximately \$33,000 in wages and taxes if the additional 80 hours of PTO for Directors and the Executive Assistant are converted.

Attachment: [Resolution No. 2022-01 PTO Summary Sheet.pdf](#)

Attachment: [Resolution No. 2022-01 .pdf](#)

b. Estero Parkway Landscape Maintenance Contract

Recommended Action

Approve award of Request for Bid No. RFB 2021-01, Mowing, Landscape, and Irrigation Maintenance for the Village of Estero to P & T Lawn and Tractor Service, Inc. to provide mowing, landscape, and irrigation maintenance services Estero Parkway Landscaping as provided in the contract for a one-year period, at a rate of \$358,276.00 per year. Authorize the Village Manager to renegotiate and execute the renewal of this contract for three additional one-year terms under the same terms and conditions, if doing so is in the best interest of the Village of Estero.

Approve a contingency fund amount of \$ 71,700 (20% contingency) to cover unforeseen circumstances which may occur. This will include repairs of the irrigation system and replacement of plant material, as needed.

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

Financial Impact

The financial impact of the proposed contract is approximately \$ 429,931 (bid plus 20% contingency) per year.

The Village is approximately four months into Fiscal Year 2020-2021. For Fiscal Year 2021-2022 Estero Parkway maintenance was estimated to cost \$364,856. For the remaining eight months in Fiscal Year 2021-2022 maintenance costs are expected to be \$289,700.

Attachment: [Estero Parkway Landscape Maintenance Summary.pdf](#)

Attachment: [Estero Pkwy Loc Map.pdf](#)

Attachment: [Amendment Two - P & T Contract EC 2021-04.pdf](#)

Attachment: [P T Bid.pdf](#)

Attachment: [P T Add Services.pdf](#)

c. National Opioid Settlement

Recommended Action

Authorize the Village Manager and Village Attorney to execute any documents necessary to maintain participation in the State of Florida settlement.

Financial Impact

If full participation (95%) is realized the Village's settlement allocation could be \$30,866.63. Note: This figure may go up or down depending on the number of additional states and/or participation levels of other local governments and stakeholder plaintiffs.

Attachment: [National Opioid Settlement Agenda Item Summary Sheet.pdf](#)

Attachment: [AG News Release July 21 2021 ADA .pdf](#)

Attachment: [03 Estero_village_FL.CL.133825.79933 Alloc SW Resp Agreement.pdf](#)

Attachment: [04 Estero_village_FL.CL.133825.79916 EXHIBIT A.pdf](#)

Attachment: [05 Estero_village_FL.CL.133825.79906 EXHIBIT B.pdf](#)

Attachment: [06 Estero_village_FL.CL.133825.79897 EXHIBIT C.pdf](#)

8. FIRST READING

a. Ordinance No. 2022-01

Ordinance No. 2022-01 An Ordinance of the Village Council of the Village of Estero, Florida, Approving Updates to the Capital Improvements Element to Update the Capital Improvements Schedule for Fiscal Year 2021/2022 and Adopt the most Recent Lee County School District Capital Improvement Plan; Providing for Conflict; Providing for Severability; and Providing an Effective Date.

Recommended Action

Pass first reading and schedule second reading and public hearing for January 19, 2022.

Financial Impact

No additional financial impact not already included in the budget. Minor cost of newspaper advertisement for second reading.

Attachment: [Agenda Sheet for Ordinance 2022-01 First Reading.pdf](#)

Attachment: [Ordinance 2022-01 Updating Capital Improvements Element Schedule.pdf](#)

Attachment: [EXHIBIT A ESTERO CIP.pdf](#)

Attachment: [EXHIBIT B.pdf](#)

9. PUBLIC COMMENT ON NON-AGENDA ITEMS

10.COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

11.VILLAGE ATTORNEY'S REPORT

12.VILLAGE MANAGER'S REPORT

Adjourn Regular Session and Convene Workshop Items

13.WORKSHOP ITEMS

a. Raptor Bay Golf Course Renovation

Attachment: [Raptor Bay Golf Agenda Item Summary Sheet - Workshop - Template.pdf](#)

Attachment: [Raptor Bay Presentation.pdf](#)

Attachment: [Raptor Bay Loc Map.pdf](#)

b. Corkscrew Rd and Puente Lane Traffic Signal Update

Attachment: [Agenda Summary Corkscrew Signal.pdf](#)

Attachment: [Presentation-CorkscrewSignal.pdf](#)

Attachment: [Loc.pdf](#)

14.ADJOURNMENT

General Attachments

[- Transcript.pdf](#)

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, JANUARY 5, 2022, 9:30 A.M.

DISCLAIMER:

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

09:29:58 [SOUNDING GAVEL]
09:30:00 >>Mayor Errington: GOOD MORNING.
09:30:01 THAT WAS A LITTLE GOOD MORNING.
09:30:05 [LAUGHTER]
09:30:05 WELCOME.
09:30:07 >> GOOD MORNING!
09:30:08 >>Mayor Errington: GOOD MORNING.
09:30:09 IT'S THE YEAR 2022.
09:30:11 THANK YOU FOR BEING HERE.
09:30:12 I WAS WONDERING HOW MANY WE WOULD HAVE THIS MORNING.
09:30:15 APPRECIATE IT.
09:30:16 GLAD YOU'RE HERE.
09:30:18 JUST A LITTLE FEW HOUSEKEEPING THINGS BEFORE WE START, THE
09:30:24 TREE OUT IN THE HALL, OF COURSE, HAS ALWAYS BEEN DONATED BY
09:30:28 THE ROTARY CLUB OF ESTERO, AND I UNDERSTAND IT WILL BE
09:30:33 PICKED UP FRIDAY, SO DON'T GET ALARMED.
09:30:36 IT'S NOT GOING TO BE WITH US TOO MUCH LONGER.
09:30:38 VALENTINE'S DAY AND EASTER.

09:30:44 THANK YOU.
09:30:45 THANK YOU TO THE ROTARY CLUB, WHICH I AM A MEMBER, THAT WE
09:30:47 REALLY APPRECIATE IT.
09:30:49 ALSO, MANY THANKS TO OUR SECURITY PERSON WHO IS FILLING IN
09:30:57 TODAY.
09:30:57 WE APPRECIATE ON SHORT NOTICE THAT YOU ARE HERE.
09:31:00 THANK YOU VERY MUCH.
09:31:00 AS YOU KNOW, COVID IS TAKING A TOLL ON MANY WORKERS IN THE
09:31:08 AREA.
09:31:09 WE ARE JUST VERY APPRECIATIVE THAT YOU'RE HERE ON SHORT
09:31:11 NOTICE.
09:31:12 THE OTHER THING IS, THE PROTOCOL, THANK YOU FOR ADHERING TO
09:31:18 THE NOTICE THAT WENT OUT YESTERDAY.
09:31:20 I UNDERSTAND THAT OUR VILLAGE CLERK WAS IN COMMUNICATIONS
09:31:23 WITH OTHER CLERKS THROUGHOUT THE STATE, AND THIS IS
09:31:28 SOMETHING THAT WAS SHARED WITH YOU OF WEARING A MASK AND
09:31:34 LET'S DO EVERYTHING WE CAN TO STOP COVID FROM SPREADING.
09:31:39 I GUESS I HAVE NO WORDS OF INSPIRATION FOR YOU THIS MORNING,

09:31:44 EXCEPT IF YOU'RE NOT VACCINATED, WOULD YOU GET VACCINATED
 09:31:49 AND DO EVERYTHING YOU CAN TO HELP STOP THE SPREAD.
 09:31:53 I WAS THINKING ABOUT MYSELF, IN THE LAST YEAR, I'VE HAD SIX
 09:31:57 SHOTS, WHETHER THAT'S BREAKING A RULE OR SOMETHING, IT
 09:32:03 DOESN'T BOTHER ME.
 09:32:05 BUT I'VE HAD MY SHOTS AND MY BOOSTER.
 09:32:09 HAD VACCINE FOR THE FLU, AND ALSO TWO SHINGLE SHOTS.

 09:32:15 AND MY ETHICS TRAINING.
 09:32:18 I TOLD CAROL THE OTHER DAY, IF I HAD ONE TO CHOOSE FROM ALL
 09:32:24 OF THEM, I'D RATHER HAVE THE ETHICS TRAINING THAN THE SHOTS.
 09:32:27 THAT'S AN INSIDE JOKE, I GUESS.
 09:32:29 IT'S KIND OF BORING.
 09:32:30 DO EVERYTHING YOU CAN.
 09:32:33 WASH YOUR HANDS.
 09:32:34 WHEN I SAY THAT AND I'M SPEAKING TO PEOPLE WHO ARE LISTENING
 09:32:37 TO US.
 09:32:37 NOT TO PEOPLE IN HERE, BECAUSE YOU ARE ALL WEARING YOUR
 09:32:40 MASKS AND APPRECIATE THAT.
 09:32:42 BUT DO EVERYTHING YOU CAN.
 09:32:45 SO IF WE GET IT, WE GET IT.
 09:32:48 JUST TRY TO DO WHAT'S --
 09:32:53 SO WITH THAT IN MIND, I WOULD LIKE TO CALL TO ORDER THIS
 09:32:57 MEETING AND REMIND EVERYONE WHO HAS A CELL PHONE THAT RINGS
 09:33:03 OR ANY OTHER DEVICE THAT MAKES NOISE, IF YOU NEED IT, LEAVE
 09:33:07 IT ON, BUT PLEASE TURN IT OFF SO IT DOESN'T INTERFERE WITH
 09:33:11 OUR MEETING.
 09:33:11 AND AT THIS TIME, I WOULD ASK PASTOR TOM WESTON -- TODD
 09:33:19 WESTON OF THE RIVER OF LIFE CHURCH TO PROVIDE THE
 09:33:22 INVOCATION.
 09:33:23 WELCOME, PASTOR WESTON.
 09:33:25 >> THANK YOU VERY MUCH.
 09:33:26 HEAVENLY FATHER, WE THANK YOU FOR THIS DAY.

 09:33:32 YOUR WORD SAYS THIS IS THE DAY THE LORD HAS MADE, AND WE
 09:33:35 WILL REJOICE AND BE GLAD IN IT.
 09:33:37 WE HAVE SO MUCH TO BE THANKFUL FOR.
 09:33:39 IN SPITE OF THE CHALLENGES FACING US TODAY IN THIS COUNTRY,
 09:33:45 WE'RE STILL A BLESSED NATION.
 09:33:47 AND WE PRAY THAT IN THIS NEW DAY, IN THIS NEW YEAR THAT IT
 09:33:51 WILL BE A YEAR OF BLESSING.
 09:33:53 IT WILL BE A YEAR OF HEALING.
 09:33:56 IT WILL BE A YEAR OF PEACE IN MOVING FORWARD.
 09:34:00 YOUR WORD TELLS US TO PRAY FOR THOSE WHO ARE IN LEADERSHIP
 09:34:05 OVER US, AND WE PRAY FOR ALL OF THOSE HERE TODAY WHO SERVE
 09:34:08 IN POSITIONS OF LEADERSHIP IN ESTERO, ESPECIALLY FOR THESE
 09:34:13 WHO SERVE ON THE COUNCIL FOR THE VILLAGE OF ESTERO, WOULD
 09:34:16 YOU GRANT THEM WISDOM AND UNDERSTANDING AND DISCERNMENT AND

09:34:22 ENDURANCE AS THEY WORK TO SERVE THE NEEDS OF THIS COMMUNITY.
 09:34:30 WE PRAY THAT YOU WILL BLESS THIS MEETING WITH YOUR PRESENCE
 09:34:33 AND THAT ALL THINGS WILL BE DONE ACCORDING TO YOUR GOOD AND
 09:34:37 PERFECT WILL.
 09:34:38 AND WE ASK THIS IN THE NAME OF YOUR SON JESUS CHRIST, AMEN.
 09:34:42 >>Mayor Errington: THANK YOU.
 09:34:43 AND IF YOU'RE ABLE, PLEASE STAND AND JOIN US IN THE PLEDGE
 09:34:48 OF ALLEGIANCE TO THE FLAG.
 09:35:00 [PLEDGE OF ALLEGIANCE]
 09:35:04 >>Mayor Errington: MADAM CLERK, WILL YOU CALL THE ROLL?
 09:35:08 >>Carol Sacco: COUNCIL MEMBER RIBBLE?

 09:35:09 >>Joanne Ribble: HERE.
 09:35:11 >>Larry Fiesel: HERE.
 09:35:13 >>Jim Boesch: HERE.
 09:35:14 >>Jim Ward: HERE.
 09:35:15 >>Jim Wilson: HERE.
 09:35:17 >>Vice-Mayor McLain: HERE.
 09:35:18 >>Mayor Errington: HERE.
 09:35:19 ITEM NUMBER 2, APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS.
 09:35:25 NEXT ON THE AGENDA IS APPROVAL FOR THESE ITEMS.
 09:35:32 DO WE HAVE A MOTION TO APPROVE?
 09:35:33 MOTION MADE BY COUNCIL MEMBER WARD AND SECONDED BY
 09:35:39 VICE-MAYOR McLAIN.
 09:35:40 PLEASE CALL THE ROLL.
 09:35:43 >>Joanne Ribble: AYE.
 09:35:45 >>Larry Fiesel: AYE.
 09:35:46 >>Jim Boesch: AYE.
 09:35:48 >>Jim Ward: AYE.
 09:35:50 >>Jim Wilson: AYE.
 09:35:52 >>Vice-Mayor McLain: AYE.
 09:35:52 >>Mayor Errington: AYE.
 09:35:53 ITEM NUMBER 3, PUBLIC COMMENT ON ITEMS THAT ARE NOT ON THE
 09:35:59 AGENDA.
 09:36:00 MADAM CLERK, DID ANYONE SIGN UP?
 09:36:02 >>Carol Sacco: YES, WE DO, MAYOR.
 09:36:04 MR. GEORGE MOLNAR FROM VILLAGE OF COUNTRY CREEK REPRESENTING

 09:36:10 HIMSELF.
 09:36:10 >>Mayor Errington: WELCOME.
 09:36:11 GOOD MORNING.
 09:36:12 YOU'RE LIMITED TO THREE MINUTES.
 09:36:13 >> HI, GOOD MORNING.
 09:36:14 FIRST OF ALL, GEORGE MOLNAR, 20660 HORSE HAME HOLLOW, RIGHT
 09:36:20 ACROSS THE STREET.
 09:36:21 FIRST OF ALL, EXCELLENT JOB ON CONTINUING TO UPDATE AND
 09:36:24 IMPROVE THE WEBSITE.
 09:36:26 I JUST WANT TO THANK --

09:36:27 I KNOW A LOT OF PEOPLE HERE AND THE PEOPLE OF PAPYRUS HAVE
 09:36:32 HAD A LOT OF HURDLES TO OVERCOME.
 09:36:34 BUT I JUST THINK IT IS A SUPERB JOB.
 09:36:37 I JUST HAVE A COUPLE OF QUESTIONS ABOUT PICKLEBALL.
 09:36:39 I'M REFERRING TO THE MOST RECENTLY DEVELOPED OR ADOPTED
 09:36:44 ORDINANCE.
 09:36:44 JUST TWO GENERAL QUESTIONS.
 09:36:46 I NOTICED THAT PICKLEBALL IS, IN A SENSE, ONLY SPORT, IF YOU
 09:36:51 WANT TO CALL IT THAT, MENTIONED IN THERE WITH THESE
 09:36:53 REQUIREMENTS.
 09:36:54 AS FAR AS I UNDERSTAND -- AGAIN, I'M JUST ASKING FOR
 09:36:57 CLARIFICATION.
 09:36:57 NOT TAKING SIDES.
 09:36:58 IT SEEMS THAT THINGS SUCH AS HANDBALL, SQUASH, BADMINTON,
 09:37:05 ALL THAT AREN'T INCLUDED WITH REGARD TO THESE PARTICULAR

 09:37:09 ORDINANCES.
 09:37:11 AM I READING THAT CORRECTLY?
 09:37:15 AM I ALLOWED TO ASK A QUESTION.
 09:37:16 >>Mayor Errington: THIS IS JUST FOR COMMENTS.
 09:37:18 >> OKAY.
 09:37:19 THEN I HOPE THAT THAT'S -- I HOPE I'M READING IT CORRECTLY.
 09:37:22 AND THE SECOND IS, I GUESS I WOULD LIKE TO KNOW -- I MEAN,
 09:37:26 THE REASONS.
 09:37:27 IT SEEMS TO ME THAT THE ONLY REASON IS NOISE.
 09:37:30 AGAIN, I'M NOT HERE TO BE AN ADVOCATE FOR OR AGAINST
 09:37:34 PICKLEBALL.
 09:37:35 I'M TRYING TO UNDERSTAND WHY THIS IS SUCH AN ISSUE IN THIS
 09:37:39 COMMUNITY.
 09:37:39 SO I GUESS THE WAY I READ IT, IT'S NOISE.
 09:37:42 I MEAN, IT'S NOT CROWD CONTROL.
 09:37:44 IT'S NOT LIGHTING.
 09:37:45 IT'S NOT GAMBLING.
 09:37:47 IT'S SIMPLY THE NOISE.
 09:37:49 AGAIN, I JUST WANT TO MAKE SURE I UNDERSTAND THAT IT'S
 09:37:53 PICKLEBALL ONLY, BECAUSE THERE ARE REFERENCES IN THERE WHERE
 09:37:56 SQUASH AND HANDBALL, IN FACT, ARE PERMITTED USES WITHOUT
 09:38:00 GOING THROUGH THE PROCESS THAT PICKLEBALL HAS TO GO THROUGH.
 09:38:04 AGAIN, I'M TRYING TO UNDERSTAND BECAUSE WE HAVE A LOT OF
 09:38:07 CONVERSATIONS, A LOT OF DISCUSSIONS AT OUR HOMEOWNERS
 09:38:09 ASSOCIATION RIGHT ACROSS THE STREET.

 09:38:11 AND VERY BLUNTLY, NOBODY SEEMS TO UNDERSTAND WHY.
 09:38:17 I'M TRYING TO CLARIFY.
 09:38:18 IS IT JUST PICKLEBALL?
 09:38:20 AND IS IT SIMPLY BECAUSE OF THE NOISE?
 09:38:23 OBVIOUSLY CAN'T GET AN ANSWER HERE.
 09:38:26 I'D JUST LIKE TO KNOW, WHO CAN I ASK FOR CLARIFICATION?

09:38:30 >>Mayor Errington: THANK YOU.
 09:38:31 I THINK, STEVE.
 09:38:32 >>Steven Sarkozy: MR. MOLNAR, GOOD QUESTIONS.
 09:38:35 IT MAY NOT BE APPROPRIATE TO RESPOND TO THE QUESTIONS HERE.
 09:38:38 BUT MARY GIBBS, OUR DIRECTOR OF COMMUNITY DEVELOPMENT, IS
 09:38:42 RIGHT HERE.
 09:38:43 IF YOU WANT TO STEP OUT IN THE HALL, YOU CAN TALK TO MARY
 09:38:45 ABOUT THAT.
 09:38:46 >> THANK YOU VERY MUCH.
 09:38:46 >>Mayor Errington: THANK YOU.
 09:38:48 THANK YOU, MARY.
 09:38:48 THANK YOU, STEVE.
 09:38:51 OKAY.
 09:38:53 ANYONE ELSE?
 09:38:54 >>Carol Sacco: NO, MAYOR.
 09:38:57 >>Mayor Errington: NEXT ON THE AGENDA --
 09:39:05 >> I DON'T SEE HER.
 09:39:05 >>Mayor Errington: THEY ARE HERE.
 09:39:06 IT IS THE RECOGNITION OF GENELLE GRANT.

 09:39:15 WE HAVE ONE HAPPEHATCHEE.
 09:39:17 STAY RIGHT THERE FOR A MINUTE.
 09:39:18 WE'LL KEEP YOU SEPARATED.
 09:39:20 I HAD A LITTLE SPEECH I HAD WRITTEN.
 09:39:24 SOMEHOW IT DIDN'T MAKE IT INTO MY NOTEBOOK HERE TODAY.
 09:39:28 BUT I'LL DO MY BEST TO LAY THE GROUNDWORK FOR THIS.
 09:39:32 TAMMY, WOULD YOU PUT UP ON THE SCREEN EACH OF THE COUNCIL
 09:39:35 MEMBERS SHOULD HAVE THIS, AND I THINK IT'S IMPORTANT YOU
 09:39:39 KNOW WHAT WE'RE TALKING ABOUT.
 09:39:42 IT'S THE STRIP OF LAND, ALMOST FIVE ACRES ENCLOSED BY YELLOW
 09:39:47 LINES.
 09:39:48 THAT'S THE FORMER HAPPEHATCHEE CENTER.
 09:39:51 I'LL GO BACK TO THE HAPPEHATCHEE CENTER.
 09:39:57 IT WAS PURCHASED IN, I THINK, 1976 BY ELLEN PETERSON.
 09:40:05 MANY OF YOU DO NOT -- DID NOT KNOW OR DO NOT REMEMBER ELLEN
 09:40:10 PETERSON.
 09:40:11 AND IT'S IMPORTANT THAT YOU DO, BECAUSE SHE WAS AN ADVOCATE
 09:40:14 FOR THE ENVIRONMENT.
 09:40:17 I UNDERSTAND SHE WAS A TEACHER IN PUBLIC SCHOOLS, AND SHE
 09:40:22 BOUGHT THIS PIECE OF LAND.
 09:40:24 I WANT YOU TO REMEMBER THIS.
 09:40:25 THIS IS REALLY IMPORTANT.
 09:40:27 IT'S ALMOST FIVE ACRES, WHICH THE MONETARY VALUE TODAY WOULD
 09:40:31 BE FOUR TO FIVE MILLION DOLLARS PROBABLY.
 09:40:35 SHE BOUGHT THAT FOR \$34,000.

 09:40:40 AND SHE DID NOT WANT IT TO BE DEVELOPED.
 09:40:42 THAT WAS THE SOLE PURPOSE, NOT TO BE DEVELOPED.

09:40:45 AND SO ELLEN GOT ILL, AND SHE PASSED AWAY IN 2011.
 09:40:55 AND EVEN ON HER DEATHBED SHE DID NOT WANT THIS TO BE
 09:41:01 DEVELOPED.
 09:41:01 SO THERE WAS A PERSON WORKING WITH HER.
 09:41:05 SHE HAD QUITE A FEW VOLUNTEERS IN THE COMMUNITY, AND ONE WAS
 09:41:10 GENELLE GRANT, WHO TOOK OVER AS PRESIDENT OF THE
 09:41:16 HAPPEHATCHEE CENTER.
 09:41:18 AND ELLEN HAD SET THIS UP AS A NATURE PRESERVE, AND SHE HAS
 09:41:25 -- HAD PLANTED BEAUTIFUL BAMBOO TREES.
 09:41:29 IT'S LIKE OLD FLORIDA RIGHT NOW IN THERE.
 09:41:32 SHE BROUGHT IN TWO ARMY BARRACKS FROM BUCKINGHAM.
 09:41:43 DURING THE SECOND WORLD WAR, SOMEHOW ARMY BARRACKS GOT PUT
 09:41:47 IN BUCKINGHAM, FLORIDA, AND THEY ENDED UP ON PROPERTY HERE.
 09:41:52 SO ELLEN, IN HER WISDOM, WANTED THAT, AND SHE WAS A FIERCE
 09:41:59 FIGHTER.
 09:42:00 I THINK FROM WHAT I UNDERSTAND, NOBODY WANTED TO GO UP
 09:42:02 AGAINST HER, AND SHE APPEARED BEFORE ANY COURTS OR ANY OF
 09:42:08 THE COMMISSIONERS IN THE COUNTY.
 09:42:11 SO, ELLEN'S LEGACY CONTINUES, AND IT WAS THROUGH GENELLE
 09:42:17 GRANT WHO TOOK OVER THIS PRESIDENCY 14 YEARS AGO, IS THAT
 09:42:27 CORRECT?
 09:42:29 14 YEARS.
 09:42:29 SO IN 2019, WE WERE CONTACTED, AS LIFE GOES, SOMETIMES

 09:42:40 EVERYTHING RUNS ITS COURSE, AND I THINK FROM WHAT I
 09:42:44 UNDERSTAND, GENELLE WAS READY TO KIND OF RETIRE, AND RICHARD
 09:42:50 WAS, TOO, RICHARD, HER HUSBAND.
 09:42:52 SO THEY CAME TO US, THE VILLAGE, AND ASKED IF WE WOULD LIKE
 09:42:59 TO HAVE THE PROPERTY DONATED, IF WE COULD AGREE ON SOME
 09:43:03 TERMS.
 09:43:03 SO WITH THE HELP OF STEVE SARKOZY, OUR VILLAGE MANAGER, AND
 09:43:07 WITH THE HELP OF BURT SAUNDERS, OUR ATTORNEY, WE WORKED ON
 09:43:11 THIS WITH GENELLE AND HER BOARD, AND WE CAME UP WITH I THINK
 09:43:15 A VERY GOOD MEMORANDUM OF UNDERSTANDING AND AGREEMENT THAT
 09:43:20 WE WOULD DO EVERYTHING WE COULD TO PRESERVE THIS, LIKE ELLEN
 09:43:25 WANTED AND PUT HER INVESTMENT INTO.
 09:43:28 SO THAT'S BEEN THE LEGACY BEHIND ALL OF THIS.
 09:43:34 AND WE ARE HONORED TODAY TO HAVE GENELLE HERE AND TO
 09:43:40 RECOGNIZE -- FOR 14 YEARS, THAT'S A LONG TIME, TO WORK AND
 09:43:46 TRY TO GET FUND-RAISING AND TO KEEP THAT MAINTAINED, THEY
 09:43:50 MANAGE TO HAVE A BEAUTIFUL DOCK PUT IN AND HAD TO GET A
 09:43:55 GRANT TO DO THAT, SO THEY KEPT IT UP.
 09:43:58 IT'S VERY MUCH APPRECIATED.
 09:44:01 AND THE VILLAGE APPRECIATES IT SO MUCH BECAUSE NOW YOU'VE
 09:44:05 MADE THAT 31 ACRES THAT IS COMPLETE RIGHT THERE NOW.
 09:44:12 AS IT WAS BEFORE, THE VILLAGE OWNED ON THE LEFT OF THIS AND
 09:44:15 ON THE RIGHT OF THE YELLOW LINES, AND WE DIDN'T OWN IN THE
 09:44:18 MIDDLE.

09:44:18 NOW WE OWN IN THE MIDDLE.

09:44:20 AND THAT MAKES IT PERFECT FOR DOING SOME KIND OF PARK OR
 09:44:24 WHATEVER IT IS THAT'S GOING TO BE PLANNED FOR THAT.
 09:44:26 SO WITH THAT IN MIND, I WOULD LIKE TO ASK GENELLE TO COME
 09:44:33 UP.
 09:44:38 I'M GOING TO PRESENT YOU WITH A PAPERWEIGHT.
 09:44:48 IS IT OKAY IF I NOT COME DOWN RIGHT NOW?
 09:44:55 >> ABSOLUTELY.
 09:44:55 >>Mayor Errington: THIS IS A BEAUTIFUL LITTLE PAPERWEIGHT
 09:44:57 THAT SAYS IN APPRECIATION TO GENELLE GRANT.
 09:45:01 I'LL PUT IT BACK IN THIS.
 09:45:04 THEN I HAVE -- I THINK CAROL HAS CERTIFICATES, TOO.
 09:45:09 I'LL COME DOWN IN A MINUTE.
 09:45:12 RIGHT NOW, IT'S EASIER FOR US TO STAY KIND OF SEPARATED.
 09:45:18 OKAY.
 09:45:18 THE CERTIFICATE THAT CAROL HAS -- CAROL, YOU CAN BRING IT
 09:45:24 OVER.
 09:45:24 JUST HOLD IT BESIDE GENELLE THERE.
 09:45:27 GENELLE GRANT FOR KEEPING ELLEN PETERSON'S LEGACY ALIVE
 09:45:32 THROUGH HAPPEHATCHEE, A FIVE-ACRE PARCEL OF LAND ALONG THE
 09:45:35 ESTERO RIVER ON CORKSCREW ROAD.
 09:45:37 THIS UNIQUE ENVIRONMENTAL CONSERVATION AND EDUCATION
 09:45:40 FACILITY WILL PROTECT THE LAND IN PERPETUITY FOR THE PUBLIC.
 09:45:46 GENELLE GRANT IS OFFICIALLY RECOGNIZED, HONORED AND
 09:45:49 APPRECIATED FOR HER GENEROSITY, NUMEROUS VOLUNTEER EFFORTS,
 09:45:54 AND MAKING A POSITIVE DIFFERENCE IN THE COMMUNITY AND IS

09:45:56 HEREBY RECOGNIZED FOR THOSE EFFORTS BY THE VILLAGE COUNCIL
 09:46:01 OF THE VILLAGE OF ESTERO, FLORIDA, PRESENTED ON THIS 5th
 09:46:04 DAY OF JANUARY, 2022.
 09:46:06 WITH THAT IN MIND, I WANT TO GET RICHARD UP HERE.
 09:46:16 >> AT THIS POINT, WE HUG EACH OTHER.
 09:46:19 >>Mayor Errington: YEAH, WE WOULD.
 09:46:21 [LAUGHTER]
 09:46:22 AND RICHARD, HE CAN HUG HER BECAUSE THAT'S HIS WIFE.
 09:46:25 [LAUGHTER]
 09:46:25 IN APPRECIATION TO RICHARD FOR KEEPING ELLEN PETERSON'S
 09:46:32 LEGACY ALIVE THROUGH HAPPEHATCHEE, A FIVE-ACRE PARCEL OF
 09:46:35 LAND ALONG THE ESTERO RIVER ON CORKSCREW ROAD, THIS UNIQUE
 09:46:38 ENVIRONMENTAL CONSERVATION AND EDUCATION FACILITY WILL
 09:46:41 PROTECT THE LAND IN PERPETUITY FOR THE PUBLIC.
 09:46:43 RICHARD P. SHINE IS HEREBY OFFICIALLY HONORED FOR SERVING ON
 09:46:47 THE BOARD AND MAKING A POSITIVE DIFFERENCE IN THE COMMUNITY
 09:46:50 AND IS HEREBY RECOGNIZED FOR THOSE CONTRIBUTIONS BY THE
 09:46:54 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, PRESENTED
 09:46:57 THIS, THE 5th DAY OF JANUARY, 2022.
 09:46:59 NOW I WILL COME DOWN.

09:47:03 HOW CAN DO THIS, MARILYN?
 09:47:11 I WANT TO TRY TO GET PICTURES OF COUNCIL WITHOUT US BUNCHING
 09:47:14 TOGETHER.
 09:47:15 YOU'RE CREATIVE.
 09:47:16 FIGURE IT OUT.

09:48:07 [APPLAUSE]
 09:48:11 >>Mayor Errington: I WAS GOING TO TELL YOU YOU DIDN'T HAVE
 09:48:33 TO STAY FOR THE REST OF THE MEETING.
 09:48:35 CONSENT AGENDA.
 09:48:44 ANY COUNCIL MEMBERS HAVE COMMENTS OR QUESTIONS REGARDING THE
 09:48:51 CONSENT AGENDA?
 09:48:56 DON'T HAVE ANY?
 09:48:57 THEN I WILL ENTERTAIN A MOTION.
 09:48:59 MOTION MADE BY COUNCIL MEMBER RIBBLE AND SECONDED BY COUNCIL
 09:49:02 MEMBER FIESEL.
 09:49:03 PLEASE CALL THE ROLL.
 09:49:07 >>Jim Wilson: AYE.
 09:49:08 >>Jim Ward: AYE.
 09:49:08 >>Jim Boesch: AYE.
 09:49:11 >>Larry Fiesel: AYE.
 09:49:12 >>Joanne Ribble: AYE.
 09:49:14 >>Vice-Mayor McLain: AYE.
 09:49:15 >>Mayor Errington: AYE.
 09:49:16 ITEM NUMBER 6, WE HAD NO ITEMS DEFERRED, SO WE WILL MOVE ON.
 09:49:23 ITEM NUMBER 7, RESOLUTION 2022-01.
 09:49:30 MADAM CLERK, WILL YOU READ THE RESOLUTION?
 09:49:35 >>Carol Sacco: RESOLUTION NUMBER 2022-01 OF THE VILLAGE
 09:49:38 COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, AMENDING
 09:49:41 RESOLUTION NUMBER 2021-16 ADOPTING PERSONNEL POLICIES; AND
 09:49:46 PROVIDING AN EFFECTIVE DATE.

09:49:51 >>Mayor Errington: STEVE, WOULD YOU INTRODUCE THIS, PLEASE?
 09:49:53 >>Steven Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
 09:49:56 COUNCIL.
 09:49:58 ITEM 7A IS A MODIFICATION OF OUR PAID TIME OFF ACCRUAL
 09:50:03 POLICY IN RESPONSE TO THE EFFECTS OF COVID, WHICH HAVE
 09:50:09 LIMITED OUR ABILITY TO TAKE TIME OFF AS WE SERVE THE
 09:50:12 COMMUNITY.
 09:50:13 THIS CORRECTS A PREVIOUS POLICY THAT WAS ADOPTED BY COUNCIL
 09:50:17 LAST YEAR AND CLARIFIES THE MODIFICATION.
 09:50:24 WHAT IT PROVIDES FOR IS A SHORT-TERM MODIFICATION FOR THIS
 09:50:30 PAST YEAR AND THE UPCOMING YEAR FOR ACCRUED TIME OFF TO
 09:50:35 REFLECT THE FACT THAT PEOPLE COULD NOT TAKE VACATIONS IN
 09:50:40 RESPONSE TO COVID AND ALLOWS THE STAFF TO CARRY THAT FORWARD
 09:50:46 AND ACCRUE IT FORWARD.
 09:50:51 >>Mayor Errington: THANK YOU, STEVE.
 09:50:53 ANY PUBLIC COMMENT ON THIS?

09:50:54 ANY E-COMMENTS, CAROL?
 09:51:00 >>Carol Sacco: NO, MAYOR.
 09:51:02 >>Mayor Errington: I NEED A MOTION.
 09:51:03 MOTION MADE BY VICE-MAYOR McLAIN AND SECONDED BY COUNCIL
 09:51:07 MEMBER WILSON.
 09:51:09 PLEASE CALL THE ROLL.
 09:51:11 >>Joanne Ribble: AYE.
 09:51:13 >>Larry Fiesel: AYE.
 09:51:15 >>Jim Boesch: AYE.

 09:51:16 >>Jim Ward: AYE.
 09:51:18 >>Jim Wilson: AYE.
 09:51:20 >>Vice-Mayor McLain: AYE.
 09:51:21 >>Mayor Errington: AYE.
 09:51:22 ITEM NUMBER 7B, ESTERO PARKWAY LANDSCAPE MAINTENANCE
 09:51:31 CONTRACT.
 09:51:32 STEVE, WILL YOU INTRODUCE THIS?
 09:51:36 >>Steven Sarkozy: THANK YOU, MADAM MAYOR.
 09:51:37 THIS IS A NEW LANDSCAPE AGREEMENT WHICH ESSENTIALLY
 09:51:45 CONTINUES THE MAINTENANCE APPROACH ON ESTERO PARKWAY AFTER
 09:51:51 THE INITIAL PERIOD HERE OF MAINTENANCE THAT WAS PROVIDED BY
 09:51:55 THE CONTRACTOR THAT INSTALLED THE MATERIALS.
 09:52:00 SO WHAT WE DO IS WE HAVE A TIME PERIOD AFTER THE
 09:52:04 CONSTRUCTION THAT REQUIRES THE CONTRACTOR TO MAINTAIN
 09:52:09 THINGS.
 09:52:10 NOW THIS TURNS OVER TO OUR MAINTENANCE AGREEMENT OR WE PUT
 09:52:16 OUT A BID FOR THIS WORK.
 09:52:18 P & T LANDSCAPING HAS COME IN AS THE LOW RESPONSIBLE BID.
 09:52:21 WE'VE REVIEWED THEIR WORK, AND THEY ARE A QUALITY FIRM.
 09:52:30 THEY ALSO PROVIDE MAINTENANCE FOR OTHER RIGHTS-OF-WAY FOR
 09:52:33 THE VILLAGE, AND THEY HAVE DONE SO WITH GOOD PERFORMANCE.
 09:52:39 WE'RE RECOMMENDING THAT WE ADOPT THIS AGREEMENT, WHICH WILL
 09:52:44 CONTINUE THE ONGOING MAINTENANCE OF ESTERO PARKWAY AND
 09:52:46 MAINTAIN WHAT WE'VE BUILT.
 09:52:48 >>Mayor Errington: THANK YOU, STEVE.

 09:52:49 ANY OTHER COMMENTS?
 09:52:59 >>Vice-Mayor McLain: MAYBE A QUESTION FOR DAVID.
 09:53:02 THE FOLKS THAT INSTALLED THE LANDSCAPING, HAVE WE DONE A
 09:53:05 FINAL INSPECTION TO ENSURE THAT ALL THE PLANTINGS ARE
 09:53:08 HEALTHY SO THAT WHEN WE TAKE OVER THE CONTRACT, WE'RE NOT
 09:53:14 HAVING TO REHABILITATE AND SPEND THE MONEY TO RENOURISH
 09:53:17 EVERYTHING?
 09:53:18 >>David Willems: WE HAVE NOT DONE THAT YET.
 09:53:21 THAT WILL BE HAPPENING WITHIN THE NEXT COUPLE OF WEEKS.
 09:53:23 I'VE CONTACTED BRUCE HOWARD, AND HE'S GOING TO SET UP A
 09:53:25 MEETING TO GO OUT THERE AND INSPECT IT AND GET CERTAIN
 09:53:27 PLANTS REPLACED.

09:53:29 I THINK THERE ARE A COUPLE OF SHRUBS I SAW THAT NEED TO BE
 09:53:31 REPLACED.
 09:53:32 THAT WILL BE DONE BEFORE P & T TAKES OVER THE CONTRACT.
 09:53:35 >>Vice-Mayor McLain: ON THE ROADWAY ITSELF -- I RIDE MY BIKE
 09:53:37 ON THE NEW BIKE LANE WE HAVE OUT THERE QUITE A BIT --
 09:53:40 THERE'S SOME SLOUGHING, I GUESS YOU CALL IT, RIGHT ON THE
 09:53:44 VERY EDGES WHERE FOLKS HAVE DRIVEN OFF PROBABLY FOR
 09:53:47 MAINTENANCE OR TRUCKS OR WHATEVER.
 09:53:49 THERE ARE SOME CRACKS THERE.
 09:53:52 IS THAT COVERED BY THE REGULAR INSTALLATION OF THE ROADWAY,
 09:53:55 OR IS THAT NORMAL?
 09:53:57 >>David Willems: CRACKS IN ASPHALT OR CRACKS IN CONCRETE?
 09:54:02 >>Vice-Mayor McLain: IT'S ASPHALT.

 09:54:03 >>David Willems: I'LL HAVE TO LOOK AT IT.
 09:54:05 >>Vice-Mayor McLain: YOU HAVE TO GO RIGHT ALONG WHERE THE
 09:54:07 BIKE LANE IS.
 09:54:08 THERE'S ONLY FIVE OR SIX OF THOSE IN THERE.
 09:54:12 THEY ARE NOT SIGNIFICANT.
 09:54:13 THEY ARE NOT IN THE BIKE LANE.
 09:54:15 THEY ARE TO THE OUTSIDE OF THE LANE THAT'S THERE.
 09:54:17 I THINK IF WE CAN GET THOSE REPAIRED, THAT MIGHT HELP THE
 09:54:23 LONGEVITY OF THE ROAD.
 09:54:25 >>David Willems: IT WOULD LIKELY DEPEND ON THE SPECIFIC OF
 09:54:27 EACH LOCATION, SO WE'LL HAVE TO LOOK AT IT.
 09:54:29 >>Vice-Mayor McLain: GOOD.
 09:54:32 THANK YOU.
 09:54:35 >> WHY IS THERE A 20% CONTINGENCY VERSUS OUR NORMAL 10?
 09:54:40 >>David Willems: GOOD QUESTION.
 09:54:41 WHAT WE'VE BEEN DOING ON OUR LANDSCAPE CONTRACT, WE'VE BEEN
 09:54:43 DOING THE 20%, BECAUSE THERE'S A LOT OF THINGS IN THERE THAT
 09:54:46 WE'RE GOING TO HAVE TO PAY FOR THAT AREN'T SPECIFICALLY
 09:54:50 COVERED IN THE CONTRACT, SUCH AS REPLACING PLANTS AFTER THEY
 09:54:54 DIE, ANY IRRIGATION REPAIRS, THOSE ARE PAID AS WE GO.
 09:54:58 SO THIS ISN'T A CONSTRUCTION CONTRACT WHERE WE KNOW ALL THE
 09:55:03 PARAMETERS AND WE KNOW THE COST.
 09:55:04 THERE ARE SOME THINGS IN THERE THAT WE DON'T KNOW BECAUSE OF
 09:55:07 JUST WHAT THE DAMAGES ARE.
 09:55:10 >> THANK YOU.

 09:55:15 >>Jim Boesch: NOBODY EVER WANTS TO GET DISPUTES, THE
 09:55:21 MAGNITUDE.
 09:55:25 I WOULD THINK WE HAVE SOME TYPE OF AN INSPECTION OR
 09:55:30 SOMETHING LIKE THAT THAT SAYS, YOU KNOW, IF WE'RE NOT
 09:55:33 SATISFIED, YOU CAN'T RESOLVE THE DISSATISFACTION INSTEAD OF
 09:55:43 GOING TO COURT OR SOMETHING, WHICH WOULD HAPPEN WITH ANY
 09:55:46 TYPE OF CONTRACT.
 09:55:47 SOMEHOW OR THE OTHER, MAYBE YOU CAN LOOK AT OTHER DIFFERENT

09:55:50 COMMUNITIES THAT HAVE RESOLVED THAT ALREADY IN A LEGAL
 09:55:55 SITUATION SO THAT WE DON'T -- WE START WITH A CONTRACT LIKE
 09:55:58 THIS HERE, WE SAY TO THE CONTRACTOR RIGHT FROM THE GET-GO,
 09:56:03 IF WE DON'T AGREE, WE WANT YOU TO UNDERSTAND IT ISN'T IN THE
 09:56:09 CONTRACT.
 09:56:09 IT'S NOT GOING TO BE A PLACE WHERE YOU CAN DO WHAT YOU WANT
 09:56:12 TO DO AND WE DON'T LIKE WHAT YOU'RE GOING TO DO AND THEN WE
 09:56:17 GET INTO POSSIBLY A LEGAL BATTLE.
 09:56:18 I WOULD HOPE THAT BETWEEN BURT'S PEOPLE AND OUR PEOPLE COME
 09:56:26 UP WITH SOME TYPE OF PARAGRAPH IN THE CONTRACT THAT RESOLVES
 09:56:29 THAT AT THE GET-GO RATHER THAN GETTING INTO IT NOW AND
 09:56:34 SPENDING EXTRA MONEY WE COULD USE ON OTHER PROJECTS.
 09:56:38 >>David Willems: FOR THIS PROJECT, WHAT WE TRIED TO DO IS WE
 09:56:42 LOOKED AT SOME OF THE REQUIREMENTS THAT OTHER MUNICIPALITIES
 09:56:45 REQUIRE.
 09:56:45 WE LOOKED A LOT AT COLLIER COUNTY AND NAPLES, BECAUSE THEY
 09:56:48 ARE THE ONES THAT REALLY DO THE LEVEL OF LANDSCAPING THAT WE

 09:56:52 DO.
 09:56:53 WHAT WE TRIED TO DO IS PUT IN THERE A LOT OF THE
 09:56:56 SPECIFICATIONS THAT THEY REQUIRE, BEING THAT THEY HAVE TO
 09:57:00 INSPECT LIKE OUR CONTRACTOR HAS TO INSPECT THE IRRIGATION
 09:57:04 SYSTEM WEEKLY TO MAKE SURE THAT IT'S WORKING CORRECTLY.
 09:57:08 WE WANT THAT, BECAUSE WE DON'T WANT PLANTS DYING BECAUSE THE
 09:57:10 IRRIGATION SYSTEM IS NOT WORKING.
 09:57:12 THERE ARE SPECIFIC TIMES THAT THEY ARE SUPPOSED TO
 09:57:14 FERTILIZE.
 09:57:15 SPECIFIC TIMES THAT THEY DO THE MULCH.
 09:57:18 A LOT OF THAT IS CALLED OUT SPECIFICALLY IN THE HOPES IF
 09:57:21 THEY DO ALL OF THOSE THINGS, THEY ARE GOING TO MEET THE
 09:57:24 EXPECTATION THAT WE HAVE.
 09:57:24 IF THEY ARE NOT MEETING THE EXPECTATIONS WE HAVE, THEN WE
 09:57:27 CAN GO BACK AND SEE WHICH ONES OF THOSE THEY ARE NOT DOING.
 09:57:32 >>Jim Boesch: THE POINT I MAKE IS NOT IN THE HOPES THAT WE
 09:57:35 EXPECT A CONTRACTOR TO DO THESE THINGS.
 09:57:39 CLEAR UNDERSTANDING RIGHT FROM THE BEGINNING THAT IF THERE
 09:57:42 IS DISSATISFACTION WITH THE CONTRACT, THAT RIGHT OFF THE
 09:57:48 BAT, WILL NOTIFY YOU AND NOT GET INTO DISPUTES, SEVEN EIGHT
 09:57:56 MONTHS ALREADY.
 09:57:58 TRUE TO RESOLVE A CONTRACT DISPUTE.
 09:58:01 IT SEEMS PRETTY CLEAR THAT IF WE'RE DISSATISFIED WITH A
 09:58:06 CONTRACTOR AND HE DOESN'T RESOLVE IT, WHICH IS THE MAIN
 09:58:10 THING, WE DON'T GET HUNG UP IN THE MIDDLE TRY TO GET IT

 09:58:15 RESOLVED AND WE CAN'T GO FORWARD WITH ANOTHER CONTRACTOR
 09:58:18 BECAUSE THEY THINK -- I WOULD THINK THAT SHOULD BE CLEAR,
 09:58:26 ESPECIALLY IN THE LIGHT OF THE PRICE OF THE CONTRACT.
 09:58:29 WE'RE TALKING ABOUT HUNDREDS OF THOUSANDS OF DOLLARS.

09:58:32 >>David Willems: WE'LL GET WITH BURT AND DISCUSS THAT.
 09:58:37 >>Jim Boesch: I DON'T KNOW, BUT SOMEHOW OR ANOTHER THAT
 09:58:41 CONDITION HAS BEEN SOLVED OR WE DON'T GET HUNG UP IN ONE IS
 09:58:45 TRYING TO RESOLVE IT.
 09:58:47 OBVIOUSLY, HE KNOWS IF HE'S NOT DOING THE JOB, MAYBE WE
 09:58:54 SHOULD GET KATY IN HERE.
 09:58:57 I HOPE THAT WE GET SOME TYPE OF A LEGAL POSITION RIGHT OFF
 09:59:03 OF THE BAT THEY KNOW THAT THEY ARE BEING NOTIFIED AND THE
 09:59:07 THREE NOTIFICATIONS OR SOMETHING, AND THAT ENDS IT, I'M NOT
 09:59:11 A LAWYER, SO I WOULDN'T KNOW --
 09:59:13 >>Mayor Errington: IF I MAY, COUNCIL MEMBER BOESCH, I KNOW
 09:59:17 DAVID IS WORKING ON IT, AND HE'S WORKING ON THE SAME THING
 09:59:20 WITH U.S. 41.
 09:59:21 WE'VE GOT SOME ISSUES.
 09:59:23 WE KNOW THAT.
 09:59:26 IT'S THE SAME PRINCIPLE ON ESTERO PARKWAY APPLIES TO U.S. 41
 09:59:30 MEDIAN LANDSCAPING.
 09:59:31 SO HE'S WORKING ON IT, BECAUSE WE'VE BEEN DOWN THAT ROAD AND
 09:59:34 TALKED ABOUT IT JUST LAST WEEK -- THIS WEEK, NOT LAST WEEK,
 09:59:38 THIS WEEK AND WEEK BEFORE.
 09:59:40 SO HE KNOWS.

 09:59:42 GOOD POINT.
 09:59:43 HE KNOWS WHAT'S GOING ON.
 09:59:48 WE'LL BE PATIENT LITTLE WHILE LONGER.
 09:59:52 SO THANK YOU VERY MUCH.
 09:59:54 THANK YOU, COUNCIL MEMBER BOESCH.
 09:59:55 APPRECIATE YOUR COMMENTS.
 09:59:56 DID YOU GET ANY E-COMMENTS?
 10:00:02 >>Carol Sacco: NO, MAYOR, AND NO COMMENTS.
 10:00:04 >>Mayor Errington: NO COMMENTS.
 10:00:05 OKAY.
 10:00:06 I NEED A MOTION.
 10:00:07 MOTION MADE BY COUNCIL MEMBER WARD AND SECONDED BY COUNCIL
 10:00:11 MEMBER BOESCH.
 10:00:12 PLEASE CALL THE ROLL.
 10:00:15 >>Jim Wilson: AYE.
 10:00:17 >>Jim Ward: AYE.
 10:00:18 >>Jim Boesch: AYE.
 10:00:20 >>Larry Fiesel: AYE.
 10:00:21 >>Joanne Ribble: AYE.
 10:00:23 >>Vice-Mayor McLain: AYE.
 10:00:23 >>Mayor Errington: AYE.
 10:00:25 ITEM NUMBER 7C, NATIONAL OPIOID SETTLEMENT.
 10:00:31 I HAVE HERE STEVE OR BURT, EITHER ONE.
 10:00:35 STEVE, DO YOU WANT TO START OR BURT TAKE IT?
 10:00:38 >>Steven Sarkozy: BURT HANDLE IT.

10:00:39 >>Burt Saunders: JUST REAL QUICKLY, I BELIEVE -- I'M NOT
 10:00:42 SURE IF DEREK ROONEY WENT THROUGH ANY OF THIS AT THE LAST
 10:00:46 MEETING OR NOT, JUST REAL QUICKLY, THERE IS A NATIONAL
 10:00:50 SETTLEMENT THAT THE STATE OF FLORIDA HAS AGREED TO.
 10:00:53 THE ATTORNEY GENERAL HAS SIGNED OFF ON IT.
 10:00:57 PART OF THE ISSUE IS GETTING AS MANY MUNICIPALITIES TO GO
 10:01:01 ALONG WITH THE SETTLEMENT AS IS POSSIBLE.
 10:01:03 THE ATTORNEY GENERAL HAS INDICATED THAT BY HAVING AS MANY
 10:01:07 CITIES AS POSSIBLE ACCEPT THE SETTLEMENT, THAT THAT ENHANCES
 10:01:11 THE AMOUNT OF MONEY THAT THE STATE OF FLORIDA WILL GET AND
 10:01:14 ALSO WILL PROVIDE SOME FUNDING TO MUNICIPALITIES.
 10:01:17 SO THE VILLAGE OF ESTERO, WITH THE SETTLEMENT, THE STATE OF
 10:01:20 FLORIDA WILL GET \$1.6 BILLION, AND I BELIEVE ANOTHER 600
 10:01:25 MILLION THAT WILL BE PAID BY JOHNSON & JOHNSON DOWN THE
 10:01:28 ROAD.
 10:01:28 THE VILLAGE OF ESTERO WILL RECEIVE ABOUT \$30,000 FROM THAT
 10:01:33 SETTLEMENT.
 10:01:34 YOU ARE RESTRICTED IN THE WAY YOU CAN USE THOSE FUNDS.
 10:01:37 THERE'S AN EXHIBIT IN YOUR PACKAGE, EXHIBIT B GOES THROUGH
 10:01:43 THE APPROVED USES OF THE FUNDS.
 10:01:45 AND THEY HAVE TO BE USED FOR DRUG-RELATED OR MENTAL
 10:01:48 HEALTH-RELATED TYPES OF ISSUES ASSOCIATED WITH DRUG
 10:01:51 ADDICTION.
 10:01:52 SO THERE ARE MANY OPPORTUNITIES FOR THE VILLAGE.
 10:01:55 YOU COULD PARTNER WITH THE SCHOOL BOARD, FOR EXAMPLE, TO

 10:01:59 PROVIDE EDUCATIONAL OPPORTUNITIES AT ESTERO HIGH SCHOOL,
 10:02:02 JUST AS AN EXAMPLE.
 10:02:04 YOU CAN PARTNER WITH LEE HEALTH ON SOME OF THEIR PROGRAMS.
 10:02:08 SO THERE ARE MANY DIFFERENT WAYS YOU CAN USE THOSE FUNDS,
 10:02:10 BUT THEY ARE RESTRICTED FOR THOSE TYPE OF OPIOID-RELATED
 10:02:16 ISSUES.
 10:02:17 THE RECOMMENDATION IS TO GO AHEAD AND APPROVE THE
 10:02:19 SETTLEMENT.
 10:02:20 THE VILLAGE OF ESTERO REALLY HAS NO SIGNIFICANT SAY IN ANY
 10:02:23 OF THIS, AND THE STATE OF FLORIDA HAS SIGNED OFF.
 10:02:30 SO THE REQUEST IS TO AUTHORIZE THE MANAGER TO EXECUTE ANY
 10:02:34 DOCUMENTS NECESSARY TO FACILITATE THE SETTLEMENT.
 10:02:39 >>Mayor Errington: STEVE, DO YOU HAVE ANY COMMENTS?
 10:02:42 >>Steven Sarkozy: NOT REALLY, MAYOR.
 10:02:43 WE DON'T SEE A DIRECT USE HERE FOR THE VILLAGE, BUT
 10:02:48 CERTAINLY, THE TARGETED ACTIVITIES THAT THE CITY ATTORNEY
 10:02:52 HAS MENTIONED PROBABLY WORKING WITH LEE HEALTH MAKES THE
 10:02:56 MOST SENSE FOR US TO PROVIDE GOOD IMPACT, GOOD OPTIONS FOR
 10:03:01 THE VILLAGE.
 10:03:02 BUT IF ANYONE HAS ANY OTHER SUGGESTIONS, PLEASE LET ME KNOW.
 10:03:06 WE DON'T HAVE THIS MONEY YET, BUT WHEN WE DO, WE'LL GET
 10:03:10 SOMETHING OUT TO THE COUNCIL VIA MEMO TO SUGGEST HOW WE

10:03:15 MIGHT USE THIS.
 10:03:16 >>Mayor Errington: HOW WOULD THE VILLAGE REACH OUT TO A
 10:03:18 PARTNER?

 10:03:21 HOW WOULD YOU DO THAT?
 10:03:23 >>Steven Sarkozy: THAT'S PART OF THE PROBLEM.
 10:03:26 BECAUSE WE'RE NOT NORMALLY INVOLVED IN THESE TYPE OF
 10:03:29 ACTIVITIES NOR ARE WE INVOLVED IN PROVIDING ANY DIRECT
 10:03:35 SERVICES TO AFFECTED POPULATIONS HERE, THE BEST THING FOR US
 10:03:39 TO DO MIGHT BE TO PARTNER WITH ONE OF THE REGIONAL AGENCIES
 10:03:44 THAT IS INVOLVED IN THIS AND COULD TARGET THESE FUNDS THEN
 10:03:47 TO ESTERO RESIDENTS.
 10:03:49 >>Mayor Errington: WOULD THIS BE SOMETHING THAT COULD EVEN
 10:03:52 THE ESTERO FIRE RESCUE AND SAN CARLOS PARK.
 10:03:59 THEY SPEND A LOT OF MONEY --
 10:04:01 >>Burt Saunders: ABSOLUTELY.
 10:04:02 THERE'S LANGUAGE IN THE EXHIBIT THAT EVEN TALKS ABOUT FIRST
 10:04:05 RESPONDERS AND BENEFITS FOR THEM.
 10:04:06 SO ABSOLUTELY, THAT WOULD BE ANOTHER ENTITY YOU COULD
 10:04:09 PARTNER WITH.
 10:04:11 >>Mayor Errington: OKAY.
 10:04:11 THANK YOU.
 10:04:14 ANY PUBLIC COMMENT?
 10:04:17 >>Carol Sacco: NO PUBLIC COMMENTS AND NO E-COMMENTS.
 10:04:19 >>Mayor Errington: I NEED A MOTION BEFORE COUNCIL
 10:04:21 DISCUSSION.
 10:04:22 MOTION MADE BY COUNCIL MEMBER WILSON AND SECONDED BY COUNCIL
 10:04:26 MEMBER RIBBLE.
 10:04:28 PLEASE CALL THE ROLL.

 10:04:30 >>Joanne Ribble: AYE.
 10:04:31 >>Larry Fiesel: AYE.
 10:04:33 >>Jim Boesch: AYE.
 10:04:35 >>Jim Ward: AYE.
 10:04:36 >>Jim Wilson: AYE.
 10:04:37 >>Vice-Mayor McLain: AYE.
 10:04:39 >>Mayor Errington: AYE.
 10:04:40 ANY FURTHER DISCUSSION?
 10:04:41 ITEM NUMBER 8A.
 10:04:49 THE FIRST READING OF ORDINANCE NUMBER 2022-01.
 10:04:57 THIS IS NOT A PUBLIC HEARING AND PUBLIC TESTIMONY WILL NOT
 10:05:01 BE TAKEN TODAY.
 10:05:02 THE SECOND READING AND PUBLIC HEARING OF ORDINANCE NUMBER
 10:05:04 2022-01 IS RECOMMENDED TO TAKE PLACE ON JANUARY THE 19th,
 10:05:10 2022, IN THIS ROOM.
 10:05:11 MADAM CLERK, WILL YOU PLEASE READ THE TITLE OF THE
 10:05:14 ORDINANCE?
 10:05:15 >>Carol Sacco: ORDINANCE NUMBER 2022-01, AN ORDINANCE OF THE

10:05:18 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING
 10:05:21 UPDATES TO THE CAPITAL IMPROVEMENTS ELEMENT TO UPDATE THE
 10:05:24 CAPITAL IMPROVEMENTS SCHEDULE FOR FISCAL 2021/2022 AND ADOPT
 10:05:31 THE MOST RECENT LEE COUNTY SCHOOL DISTRICT CAPITAL
 10:05:34 IMPROVEMENT PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR
 10:05:38 SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
 10:05:40 >>Mayor Errington: THANK YOU.

10:05:41 MR. SARKOZY, WOULD YOU LIKE TO INTRODUCE THIS ORDINANCE?
 10:05:44 >>Steven Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
 10:05:47 COUNCIL.
 10:05:47 YOU'VE SEEN THIS BEFORE.
 10:05:49 IT'S REQUIRED AS PART OF STATE STATUTE THAT WE UPDATE OUR
 10:05:55 CAPITAL IMPROVEMENT PROGRAM AND ADOPT IT AS PART OF OUR
 10:06:00 COMPREHENSIVE PLAN EACH YEAR.
 10:06:03 SO THIS IS THAT ACTION WHERE WE'RE TAKING OUR CURRENT
 10:06:07 CAPITAL IMPROVEMENT PROGRAM THAT'S ALREADY BEEN REVIEWED BY
 10:06:09 THE VILLAGE COUNCIL AND ADOPTING IT AS PART OF THE COMP
 10:06:15 PLAN.
 10:06:17 BUT, OF COURSE, IN THE FUTURE, YOU'LL INVARIABLY MAKE
 10:06:22 CHANGES TO THE CAPITAL IMPROVEMENT PROGRAM, AND WHEN WE DO
 10:06:26 THAT, WE'LL SIMPLY UPDATE THE COMPREHENSIVE PLAN NEXT YEAR
 10:06:30 AT THE SAME TIME IN ACCORDANCE WITH STATE STATUTES.
 10:06:34 THIS IS A RATHER ROUTINE MATTER, AND IT'S BROUGHT TO YOU
 10:06:41 WITH THE SUGGESTION THAT YOU ADOPT THIS IN FIRST READING AND
 10:06:45 SCHEDULE THE SECOND READING AND A PUBLIC HEARING FOR YOUR
 10:06:49 NEXT MEETING ON JANUARY 19 OF 2022.
 10:06:53 >>Mayor Errington: THANK YOU.
 10:06:54 COUNCIL MEMBERS, DO YOU HAVE ANY QUESTIONS?
 10:06:56 QUESTIONS?
 10:06:58 MADAM CLERK, ANYONE SIGNED UP TO SPEAK?
 10:07:03 >>Carol Sacco: NO COMMENTS AND NO E-COMMENTS.
 10:07:04 >>Mayor Errington: ALL RIGHT.

10:07:05 I WILL ENTERTAIN A MOTION.
 10:07:09 MOTION MADE BY COUNCIL MEMBER BOESCH AND SECONDED BY
 10:07:13 VICE-MAYOR McLAIN.
 10:07:15 PLEASE CALL THE ROLL.
 10:07:17 >>Jim Wilson: AYE.
 10:07:19 >>Jim Ward: AYE.
 10:07:20 >>Jim Boesch: AYE.
 10:07:22 >>Larry Fiesel: AYE.
 10:07:23 >>Joanne Ribble: AYE.
 10:07:25 >>Vice-Mayor McLain: AYE.
 10:07:25 >>Mayor Errington: AYE.
 10:07:26 ITEM NUMBER 9.
 10:07:32 WE WILL NOW ENTERTAIN ANY PUBLIC COMMENT ON NON-AGENDA
 10:07:37 ITEMS.

10:07:37 MADAM CLERK, DO YOU HAVE ANYONE SIGNED UP TO SPEAK?
 10:07:40 >>Carol Sacco: NO, MAYOR, WE DO NOT.
 10:07:42 >>Mayor Errington: THANK YOU.
 10:07:43 ITEM NUMBER 10, COUNCIL COMMUNICATIONS, FUTURE AGENDA ITEMS.
 10:07:50 ALL RIGHT.
 10:07:54 WHO WOULD LIKE TO START FIRST?
 10:07:56 COUNCIL MEMBER WILSON.
 10:07:58 >>Jim Wilson: I WOULD LIKE TO COMPLIMENT BOTH THE MANAGER
 10:08:00 AND THE STAFF WITH OUR STEADY INFORMATION THIS WEEK, I
 10:08:07 RECEIVED A COPY OF THE BUDGET, AND IT IS INCREDIBLY USER
 10:08:11 FRIENDLY WITH TEXT AND EXPLANATION OF HOWS AND WHYS, AND IT

 10:08:17 ISN'T JUST AN ACCOUNTING DOCUMENT, BUT IT IS A WONDERFUL
 10:08:22 DOCUMENT THAT TELLS THE ESTERO STORY.
 10:08:23 SO THANK YOU.
 10:08:24 >>Mayor Errington: THANK YOU.
 10:08:29 >> I WOULD AGREE WITH JIM'S COMMENTS ABOUT THE BUDGET.
 10:08:31 I MENTIONED THIS BEFORE.
 10:08:33 IT IS A VERY USEFUL DOCUMENT THAT REALLY DOES GO A LONG WAY
 10:08:36 TO UNDERSTANDING WHAT DRIVES THE VILLAGE.
 10:08:39 I'D JUST LIKE TO WISH EVERYONE A HAPPY NEW YEAR.
 10:08:43 HOPEFULLY WE GET THIS COVID BEHIND US AS WE WITH ENTER 2022.
 10:08:48 BUT HAPPY NEW YEAR.
 10:08:49 >>Mayor Errington: THANK YOU.
 10:08:50 COUNCIL MEMBER BOESCH.
 10:08:53 >>Jim Boesch: I SECOND WHAT JIM HAS TO SAY FOR NEW YEAR'S.
 10:08:57 I HOPE IT IS A HEALTHY ONE AND WE CAN ACCOMPLISH GETTING
 10:09:00 THIS THING UNDER CONTROL DURING THE YEAR 2022.
 10:09:03 >>Mayor Errington: THANK YOU.
 10:09:04 COUNCIL MEMBER RIBBLE.
 10:09:07 >>Joanne Ribble: YES, I'D LIKE TO OFFER MY SINCEREST HOPES
 10:09:12 FOR A HAPPY AND HEALTHY NEW YEAR AS EVERYONE ELSE HAS
 10:09:15 EXPRESSED.
 10:09:16 I WOULD ALSO LIKE TO REMIND EVERYONE OF THE SOUTHWEST
 10:09:20 FLORIDA MEETING ON JANUARY 27, WHICH YOU ARE ALL INVITED TO,
 10:09:28 WHICH WILL HAVE -- THERE WILL BE A PRESENTATION OF THE
 10:09:31 FLORIDA LEAGUE'S NEW GRANT PROGRAM, HOW YOU CAN USE IT.

 10:09:38 WHEN I GET THE FORMAL INVITATION, I'LL MAKE SURE CAROL GETS
 10:09:42 IT, SENDS IT OUT ALL TO YOU, AND YOU CAN RESPOND
 10:09:46 INDIVIDUALLY IF YOU WISH TO ATTEND.
 10:09:48 I'D ALSO LIKE SOME DIRECTION ON THE EVALUATION WE ALL HAVE
 10:09:53 IN HAND.
 10:09:54 IS THERE A DEADLINE TO HAVE THAT COMPLETED AND TURNED BACK
 10:09:59 IN?
 10:09:59 I'D LIKE SOME DIRECTION ON HOW WE'RE SUPPOSED TO PROCEED ON
 10:10:02 THAT.
 10:10:07 >>Mayor Errington: STEVE.

10:10:07 >>Steven Sarkozy: I THINK YOU'RE REFERRING TO THE CITY
 10:10:10 ATTORNEY EVALUATION FORM, AND I'M HOPING THAT EVERYONE COULD
 10:10:14 SUBMIT THAT BEFORE OUR BRIEFINGS NEXT WEEK, AND THEN WE
 10:10:19 COULD HAVE A DISCUSSION ABOUT IT IN BRIEFINGS AND COMPILE
 10:10:25 THAT AND BRING IT BACK TO THE VILLAGE COUNCIL.
 10:10:27 >>Mayor Errington: COULD THAT BE RESENT TO EVERYBODY?
 10:10:29 >>Steven Sarkozy: SURE.
 10:10:30 I'LL DO THAT RIGHT AWAY.
 10:10:34 >>Mayor Errington: THANK YOU.
 10:10:35 COUNCIL MEMBER FIESEL.
 10:10:37 >>Larry Fiesel: I'D LIKE TO SAY IT'S GOOD TO SEE EVERYBODY
 10:10:41 BACK.
 10:10:41 IT LOOKS LIKE WE'RE ALL SURVIVED THE HOLIDAY.
 10:10:48 WE HAVE A VERY BIG CHALLENGE IN FRONT OF US AGAIN, WHICH I
 10:10:50 HOPE THAT WE WOULD NEVER HAVE TO GO THROUGH AGAIN, BUT IT

 10:10:53 LOOKS LIKE WE'RE REPEATING THE EARLY PART OF 2020.
 10:10:57 HOPE EVERYBODY STAYS HEALTHY IN THE COMING NEW YEAR.
 10:11:00 TO JIM'S POINT, ALL THREE OF YOU ON THE BUDGET THAT WAS
 10:11:05 PRESENTED THAT WE HAD THE FINAL COPY OF.
 10:11:08 LIKE TO LOOK AT AND REPEAT TO MY FRIENDS AND NEIGHBORS IS
 10:11:13 THE VILLAGE LIGHT THAT WE ARE ORGANIZED UNDER AND YOU LOOK
 10:11:18 AT HOW MANY EMPLOYEES WE HAVE VERSUS HOW MANY PEOPLE ARE
 10:11:22 LIVING IN OUR COMMUNITY COMPARED TO SIMILAR COMMUNITIES
 10:11:26 AROUND OUR AREA, IT'S KIND OF INTRIGUING TO SEE HOW MANY
 10:11:30 EMPLOYEES SOME OF THESE CITIES HAVE.
 10:11:32 I UNDERSTAND THAT IT'S THE FIRE AND THE POLICE THAT MAYBE
 10:11:35 RUNS THAT UP A LITTLE BIT.
 10:11:36 BUT KIND OF WONDER HOW IN THE WORLD A CITY THAT'S SMALLER
 10:11:39 THAN US COULD HAVE 500 AND SOME EMPLOYEES UNDER PAYROLL.
 10:11:44 JUST KIND OF INTERESTING TO LOOK AT THOSE NUMBERS ON THERE.
 10:11:48 BUT LOOKING FORWARD TO A NEW AND A CHALLENGING YEAR BEFORE
 10:11:52 US WITH MANY OPPORTUNITIES THAT COME BEFORE US.
 10:11:56 LOOKING FORWARD TO THAT.
 10:11:58 >>Mayor Errington: THANK YOU.
 10:11:59 VICE-MAYOR.
 10:12:01 >>Vice-Mayor McLain: I WOULD LIKE TO WISH EVERYBODY A HAPPY
 10:12:03 NEW YEAR ALSO.
 10:12:05 TO SOME OF LARRY'S COMMENTS, I LOOK FORWARD TO 2022.
 10:12:08 JUST LOOKING AT THE AGENDA OF EVENTS THAT WE HAVE AND
 10:12:11 ACTIVITIES FOR 2022, I KNOW THAT ALL THE COUNCIL MEMBERS

 10:12:17 HERE ARE EAGER TO SEE SOME OF THESE THINGS COME TO FRUITION
 10:12:21 PRETTY QUICKLY, AND TAKE THE TIME AND THE DEDICATION TO MAKE
 10:12:25 SURE THAT WE MOVE THOSE ITEMS FORWARD ON THE AGENDA.
 10:12:28 I'D ALSO LIKE TO COMPLIMENT GARY ISRAEL.
 10:12:31 I JUST RECEIVED LAST EVENING ESTERO LIFE MAGAZINE, AND I
 10:12:37 WENT THROUGH PRETTY QUICKLY A REALLY NICE SUMMARY OF ALL THE

10:12:42 GROWTH OPPORTUNITIES THAT ARE GOING ON IN ESTERO AND
 10:12:46 ACTIVITIES WE HAVE.
 10:12:48 I THOUGHT YOU GUYS DID A REALLY NICE JOB HIGHLIGHTING THE
 10:12:51 EVENTS GOING ON IN ESTERO.
 10:12:52 THANK YOU VERY MUCH FOR DOING THAT.
 10:12:53 THAT'S ALL I HAVE.
 10:12:55 >>Mayor Errington: THANK YOU.
 10:12:56 I, TOO, WOULD LIKE TO WISH EVERYONE A HAPPY NEW YEAR, AND
 10:13:01 THANK YOU FOR BEING HERE TODAY.
 10:13:03 I'VE ALREADY SAID THAT.
 10:13:05 AND YOU'RE VERY MUCH APPRECIATED.
 10:13:08 WE ARE VILLAGE LIGHT, AND WE WORK AS ONE TEAM, AND EVERY
 10:13:13 MEMBER ON OUR TEAM IS VERY, VERY IMPORTANT.
 10:13:16 AND ANYTIME A TIE IS CUT, THAT LESSENS THE AFFECTABILITY OF
 10:13:27 THE TEAM.
 10:13:28 SO WE HAVE THOSE LINKS THERE, AND WE NEED TO KEEP OUR TEAM
 10:13:29 TOGETHER.
 10:13:30 WE'VE DONE VERY WELL THUS FAR, AND I'M IN AMAZEMENT, TOO.
 10:13:35 I LOOK AT THE NUMBER OF MUNICIPALITIES AROUND IN THE AREA

 10:13:38 AND THROUGHOUT THE NATION AND OUR FEDERAL GOVERNMENT AND ALL
 10:13:41 OUR STATE GOVERNMENT, HOW MANY EMPLOYEES WE HAVE AND ALL THE
 10:13:46 EXPENSES.
 10:13:48 SO WE ARE SMALL, BUT WE ARE MAKING A DIFFERENCE IN OUR
 10:13:52 COMMUNITY, AND I THINK THAT'S VERY SIGNIFICANT AND VERY,
 10:13:56 VERY IMPORTANT.
 10:13:57 I ALSO THINK WE NEED TO REALLY PREACH OUT AND THANK PEOPLE
 10:14:01 AND BE KIND TO PEOPLE, EVEN IF IT'S IN THE SUPERMARKET,
 10:14:05 WHEREVER IT IS, LET THEM KNOW HOW MUCH THEY ARE APPRECIATED
 10:14:09 FOR THEIR KINDNESS AND GOODNESS, AND WE CAN SET SOME
 10:14:12 EXAMPLES FOR WHAT WE DO HERE IN ESTERO.
 10:14:16 LIFE IS SHORT AND LIFE IS FRAGILE, AND WE NEED TO EVALUATE
 10:14:21 IT AND LOOK AT IT LIKE THAT.
 10:14:22 I THINK WE'VE ALL BEEN TOUCHED BY COVID IN ONE WAY OR
 10:14:26 ANOTHER DURING THE LAST MONTH, SO WHETHER IT'S SERIOUS OR
 10:14:30 NOT SERIOUS, WE NEED TO TAKE IT SERIOUS.
 10:14:34 LIKE I SAID IN MY BEGINNING SPIEL, THAT NO MATTER WHAT
 10:14:39 HAPPENS, IF WE DO OUR BEST, IT HAPPENS.
 10:14:42 THERE'S NOT MUCH WE CAN DO ABOUT IT.
 10:14:43 WE JUST HAVE TO DO OUR BEST.
 10:14:45 AND THAT'S WHAT WE ARE DOING.
 10:14:46 I THANK YOU.
 10:14:47 I THANK ALL OF YOU HERE TODAY FOR WEARING YOUR MASKS.
 10:14:51 WE CAN'T MANDATE THAT.
 10:14:52 THANK YOU.

 10:14:53 THAT MEANS SO MUCH THAT YOU RESPECT US.
 10:14:57 YOU RESPECT YOURSELVES.

10:15:00 THANK YOU.
 10:15:01 THAT'S A BIG, BIG THANK YOU.
 10:15:02 >>Joanne Ribble: MADAM MAYOR, I JUST WANTED TO SAY, BECAUSE
 10:15:09 IT'S BEEN TALKED ABOUT SO MUCH, BUT I'D LIKE TO THANK DAVID
 10:15:14 AND THE VICE-MAYOR FOR THE APPEARANCE OF ESTERO PARKWAY.
 10:15:18 WHAT AN IMPROVEMENT ON THE RUST ISSUE.
 10:15:20 I THINK YOU FINALLY GOT A HANDLE ON IT, AND IT'S LOOKING
 10:15:24 REALLY GOOD.
 10:15:25 I JUST WANTED YOU TO KNOW THAT.
 10:15:27 ALL THAT HARD WORK IS APPRECIATED.
 10:15:28 >>Mayor Errington: THANK YOU.
 10:15:30 YES, YOU MAY MAKE ANOTHER COMMENT.
 10:15:34 >>Vice-Mayor McLain: TALKING ABOUT KINDNESS AND THE LIKE, I
 10:15:36 WAS IN WESTCHESTER COUNTY AIRPORT RETURNING AFTER CHRISTMAS
 10:15:39 TO ESTERO, SO I DON'T KNOW HOW MANY OF YOU HAVE BEEN THERE
 10:15:43 BEFORE, BUT IT'S A RELATIVELY SMALL AIRPORT AND IT'S FAIRLY
 10:15:48 CONGESTED WHERE YOU'RE CHECKING IN AND WHERE YOU'RE ABOUT TO
 10:15:52 BOARD.
 10:15:53 I'M STANDING AROUND LIKE EVERYBODY ELSE.
 10:15:55 AND SOMEBODY COMES UP TO ME AND SAYS I LIKE YOUR MASK.
 10:15:58 AND I HAD MY VILLAGE OF ESTERO MASK ON.
 10:16:00 HE HAD HIS ON AND I THINK HIS WIFE HAD HERS ON ALSO.
 10:16:04 HE MADE A REALLY NICE COMPLIMENT.

 10:16:05 HE SAID, WHAT A GREAT PLACE TO LIVE.
 10:16:07 YOU GUYS ARE DOING A GREAT JOB MAKING THINGS HAPPEN.
 10:16:11 SO KIND WORDS DO COME BOTH WAYS, AND THAT IS A GREAT THING.
 10:16:17 >>Mayor Errington: THANK YOU.
 10:16:18 THANK YOU FOR SHARING THAT.
 10:16:19 ANYTHING ELSE BUBBLING OUT FROM ANY OF THE COUNCIL MEMBERS?
 10:16:25 OKAY.
 10:16:25 BURT, OUR VILLAGE ATTORNEY.
 10:16:27 >>Burt Saunders: JUST A COUPLE OF QUICK THINGS.
 10:16:30 IN 2022, OBVIOUSLY, WE NEED TO FINALIZE THE REDISTRICTING
 10:16:36 PURSUANT TO THE 2020 CENSUS.
 10:16:38 SO THAT WILL BE A PROJECT THAT THE VILLAGE ATTORNEY AND THE
 10:16:45 MANAGER WILL BE WORKING ON IN CONSULTATION WITH ALL THE
 10:16:47 COUNCIL MEMBERS.
 10:16:47 SECONDLY, I'VE ALWAYS CONSIDERED THE JOB OF A MUNICIPAL
 10:16:52 ATTORNEY TO BE PARTIALLY TO KEEP THE MUNICIPALITY OUT OF
 10:16:56 TROUBLE.
 10:16:57 AND SO COUNCILMAN BOESCH WAS TALKING ABOUT THE CONTRACT FOR
 10:17:03 THE LANDSCAPING ISSUE THAT WE JUST DEALT WITH.
 10:17:05 IN YOUR STANDARD CONTRACTS, WE PUT A PROVISION IN THERE THAT
 10:17:09 THE VILLAGE CAN TERMINATE ANY CONTRACT WITH OR WITHOUT CAUSE
 10:17:14 WITH 30 DAYS' NOTICE.
 10:17:15 AND THAT'S THE TYPE OF PROVISION THAT WILL KEEP A CONTRACTOR
 10:17:19 ON HIS OR HER TOES IN TERMS OF GETTING THE WORK DONE

10:17:22 PROPERLY.

10:17:22 AND IF THEY ARE NOT, THERE REALLY AREN'T ANY LEGAL
 10:17:25 ENTANGLEMENTS AT THAT POINT.
 10:17:27 SIMPLY TERMINATE THE CONTRACT.
 10:17:28 I JUST WANTED THE BOARD TO KNOW YOU ARE PROTECTED IN THAT
 10:17:33 REGARD.
 10:17:34 I'LL ALSO ECHO EVERYBODY ELSE'S COMMENTS WISHING EVERYBODY A
 10:17:38 HAPPY NEW YEAR AND LOOKING FORWARD TO EVERYBODY STAYING
 10:17:41 HEALTHY AND SAFE.
 10:17:43 >>Mayor Errington: THANK YOU.
 10:17:44 STEVE, OUR VILLAGE MANAGER'S REPORT.
 10:17:48 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
 10:17:50 FIRST OFF, ON BEHALF OF ALL STAFF, HAPPY NEW YEAR.
 10:17:54 WE CERTAINLY LOOK FORWARD TO CONTINUING TO SERVE THE
 10:17:58 COMMUNITY WITH DISTINCTION.
 10:18:01 AND THANK YOU FOR THE RECOGNITION.
 10:18:02 CREDIT WHERE CREDIT IS DUE, THE BUDGET EFFORT THIS YEAR HAS
 10:18:09 BEEN RECOGNIZED BY COUNCIL.
 10:18:11 THAT'S DEEPLY APPRECIATED.
 10:18:13 WE INTENTIONALLY REDRAFTED THE BUDGET AND EXPANDED THE
 10:18:20 NARRATIVES TO BE MORE DESCRIPTIVE OF THE WAY WE DO OUR
 10:18:30 OPERATIONS, TO PROVIDE KIND OF A LEGACY AS WE MOVE FORWARD
 10:18:34 SO THERE'S SOMETHING IN PLACE THAT DOCUMENTS HOW WE DO
 10:18:37 THINGS.
 10:18:38 A LOT OF THAT CREDIT GOES TO KYLE COLEMAN, WHO WE KNEW WAS
 10:18:45 LEAVING, AND IN TALKING WITH KYLE, WE WANTED TO HAVE

10:18:50 SOMETHING THAT HE COULD TAKE WITH HIM AS WELL THAT'S A
 10:18:53 DESCRIPTION OF WHAT HE WAS INVOLVED IN.
 10:18:54 HE DID A GREAT JOB IN THAT DRAFTING.
 10:18:57 AND THEN CHRIS PHILLIPS CAME IN, IN THE FINAL DRAFT,
 10:19:04 UPGRADED IT EVEN FURTHER.
 10:19:05 WE'RE PLANNING OTHER ELEMENTS TO THE BUDGET THAT WOULD BE
 10:19:09 EVEN MORE DESCRIPTIVE OF WHAT WE DO AND HOW WE DO THINGS.
 10:19:17 JUST IN THE TRUE SPIRIT OF TRANSPARENCY.
 10:19:19 SO THAT'S WHAT MOTIVATED THAT AND, AGAIN, CREDIT WHERE
 10:19:25 CREDIT IS DUE.
 10:19:26 IT WAS A TEAM EFFORT.
 10:19:28 SO THANK YOU FOR THE RECOGNITION.
 10:19:30 >>Mayor Errington: THANK YOU.
 10:19:31 WE WILL NOW ADJOURN THE REGULAR MEETING AND WHY DON'T WE
 10:19:38 TAKE FIVE MINUTES JUST TO STAND, NOT TO TAKE A BREAK, AN
 10:19:43 EXTENDED BREAK OR ANYTHING LIKE THAT, SOMETIMES IT'S GOOD
 10:19:45 JUST TO GET THE BLOOD CIRCULATING.
 10:19:47 COME BACK IN FIVE MINUTES.
 10:19:50 [FIVE-MINUTE BREAK]
 10:27:46 >>Mayor Errington: THE FIRST ITEM ON THE WORKSHOP IS RAPTOR

10:27:52 BAY GOLF CLUB -- GOLF.
 10:27:55 I GUESS DAVID IS GOING TO OR STEVE, ARE YOU GOING TO
 10:28:00 INTRODUCE THAT AND TURN IT OVER TO DAVID?
 10:28:02 OKAY.
 10:28:02 GOOD.

10:28:03 >>Steven Sarkozy: SO THIS IS THE FIRST ITEM.
 10:28:06 IT'S SIMPLY PROVIDED AS INFORMATIONAL, BUT IT'S AN IMPORTANT
 10:28:10 PROJECT THAT WILL HAVE AN IMPACT ON THE VILLAGE, EVEN THOUGH
 10:28:13 IT'S NOT IN THE VILLAGE OF ESTERO.
 10:28:15 I'M REFERRING TO THE RAPTOR BAY GOLF COURSE RENOVATION THAT
 10:28:20 IS PROPOSED WITHIN THE CITY OF BONITA SPRINGS AND IN
 10:28:27 UNINCORPORATED LEE COUNTY ON PROPERTY THAT IS JUST NORTH OF
 10:28:33 COCONUT AND WEST OF 41.
 10:28:36 THIS IS AN AREA THAT IS AN IMPORTANT FLOW WAY WITH HALFWAY
 10:28:42 CREEK.
 10:28:43 IT'S PROPERTY THAT'S NORTH OF MEADOWBROOK, THE MEADOWBROOK
 10:28:50 COMMUNITY, AND THERE'S GOING TO BE A LOT OF DEVELOPMENT
 10:28:52 THERE THAT WILL CHANGE KIND OF THE CHARACTER OF THAT AREA
 10:28:55 AND HAVE SOME LONG-TERM IMPACTS, SOME POSITIVE ON THE
 10:29:00 VILLAGE OF ESTERO, POSITIVE IN THE SENSE OF HOPEFULLY
 10:29:03 CREATING A BETTER FLOW WAY ON HALFWAY CREEK.
 10:29:06 BUT WE THOUGHT WE WOULD PROVIDE AN UPDATE SO THAT EVERYBODY
 10:29:09 IS WELL INFORMED ABOUT THIS.
 10:29:11 YOU CERTAINLY MAY GET CALLS OR QUESTIONS FROM YOUR
 10:29:15 CONSTITUENTS, AND WE'LL DO WHAT WE CAN AS WELL TO GET THE
 10:29:19 INFORMATION OUT TO OUR PEOPLE SO THAT THEY ARE AWARE OF
 10:29:21 WHAT'S GOING ON.
 10:29:26 DAVID WILLEMS HAS GOT A SHORT PowerPoint THAT WILL
 10:29:30 DESCRIBE THE PROJECT AND GO INTO DETAILS AND THEN WE CAN
 10:29:34 ANSWER ANY QUESTIONS THAT YOU MIGHT HAVE TO THE EXTENT THAT

10:29:36 WE KNOW THEM.
 10:29:39 >>Mayor Errington: THANK YOU.
 10:29:40 >>David Willems: GOOD MORNING.
 10:29:41 JUST REAL QUICKLY AS A BACKGROUND, THIS PROJECT IS LONDON
 10:29:45 BAY OWNS THIS PROJECT, AND THEY ARE THE ONE DOING IT.
 10:29:48 IT'S REALLY A CONTINUATION OF SOME OF THE WORK ON THE WEEK'S
 10:29:53 FISH CAMP AND THE TOWERS THAT THEY ARE DOING.
 10:29:55 THAT WORK IS ACTUALLY GOING TO IMPACT THE GOLF COURSE FOR
 10:29:59 RAPTOR BAY.
 10:29:59 SO THERE IS A SECTION OF THE GOLF COURSE OVER IN THIS AREA
 10:30:02 HERE THAT THEY ARE ACTUALLY CLOSING THAT SECTION OF THE GOLF
 10:30:06 COURSE DOWN.
 10:30:07 IT'S GOING TO BE REMOVED, BE REPLACED WITH TOWERS AND SOME
 10:30:11 OTHER FORMS OF DEVELOPMENT.
 10:30:12 SO THEY NEED TO PUT THOSE GOLF HOLES AND THE DRIVING RANGE
 10:30:16 SOMEWHERE ELSE.

10:30:17 SO WHAT THEY ARE DOING IS THEY ARE EXPANDING THE AREA TO THE
 10:30:21 WEST.
 10:30:22 THEY ARE GOING TO EXPAND SOME OF THIS AREA HERE AND THEN THE
 10:30:24 BIGGER AREAS, THEY ARE ACTUALLY NOW GOING TO CROSS HALFWAY
 10:30:28 CREEK.
 10:30:28 SO THEY ARE GOING TO CROSS THE FLOW WAY AND ADD ADDITIONAL
 10:30:32 HOLES IN THIS AREA HERE THAT IS NOW GREENSPACE.
 10:30:36 AND YOU CAN SEE THE PROPERTY, IT'S BASICALLY THE EXACT
 10:30:39 CUTOUT OF WHAT IS NOT THE VILLAGE OF ESTERO.

10:30:43 SO THE VILLAGE OF ESTERO IS ACTUALLY NORTH OF THIS, EAST OF
 10:30:49 THIS AND SOUTH OF THIS.
 10:30:50 IT'S A CONTIGUOUS PROPERTY LINE.
 10:30:53 >>Mayor Errington: POINT OUT HALFWAY CREEK.
 10:30:56 >>David Willems: IT'S KIND OF THIS LIGHTER BROWN AREA HERE.
 10:31:00 RIGHT THROUGH THERE.
 10:31:01 >>Mayor Errington: OKAY.
 10:31:02 SO WE CAN FOLLOW YOU.
 10:31:03 >>David Willems: NOW I WILL SWITCH.
 10:31:06 JUST A LITTLE BIT OF BACKGROUND.
 10:31:08 I'LL SWITCH TO THE PRESENTATION ITSELF.
 10:31:10 THIS IS THE PLAN.
 10:31:15 I PULLED THIS FROM THE WATER MANAGEMENT DISTRICT.
 10:31:17 THIS REALLY JUST SHOWS THE IMPACTS.
 10:31:19 IT SHOWS THE AREA ON THE LEFT THAT THEY ARE GOING TO BE
 10:31:22 REMOVING THE GOLF HOLES.
 10:31:24 THIS GRAY AREA KIND OF THROUGH THE CENTER, THAT'S WHERE THE
 10:31:27 MAJORITY OF THE FLOW FROM HALFWAY CREEK IS.
 10:31:31 AND THEN ONE OF THE CONCERNS WE HAVE IS THAT THERE IS -- THE
 10:31:36 WATER IS FLOWING UNDERNEATH THE GOLF CART BRIDGE.
 10:31:39 SO WE THINK THEY NEED TO MAKE SURE THEY SHOW THAT THEY'LL BE
 10:31:42 ABLE TO PASS THE FLOW AND NOT CAUSE ANY UPSTREAMING FLOODING
 10:31:46 ISSUES.
 10:31:47 THIS IS ONE OF THE AREAS OF THE VILLAGE THAT DOES EXPERIENCE
 10:31:49 FLOODING FROM TIME TO TIME.

10:31:51 FOUNTAIN LAKES, EL DORADO ACRES, MARSH LANDING AND RAPALLO
 10:31:56 ARE JUST UPSTREAM OF HERE, AND THEY ALL HAD FLOODING WITH
 10:32:00 IRMA AND THE STORM BEFORE THAT.
 10:32:02 FOUNTAIN LAKES EVEN HAS MORE REGULAR FLOODING THAN THAT.
 10:32:05 THEY'VE FLOODED REGULARLY FOR QUITE A WHILE.
 10:32:07 IT'S IMPORTANT THAT THE FLOW THROUGH HERE IS PRESERVED.
 10:32:10 THAT'S WHY WE'RE MONITORING IT TO MAKE SURE THAT THE FLOWS
 10:32:12 ARE PRESERVED.
 10:32:13 THIS IS KIND OF WHAT THEY ARE SHOWING THERE.
 10:32:16 IT'S HARD TO SEE HERE, BUT THIS IS THE LAYOUT OF THE GOLF
 10:32:21 HOLES.
 10:32:21 THEY'LL HAVE 18 HOLES OF GOLF BETWEEN THESE TWO AREAS.

10:32:26 IT KIND OF LOOKS ODD THAT HERE -- NORMALLY YOU'D WANT THE
 10:32:30 CART PATH TO CROSS PERPENDICULAR TO THE FLOW.
 10:32:34 THE REASON THAT THEY ARE DOING IT THIS WAY, THERE'S AN
 10:32:37 EXISTING ROAD THERE, AND THEY ARE JUST GOING TO USE THAT
 10:32:40 SAME AREA SO THEY ARE NOT IMPACTING ANY OTHER WETLANDS.
 10:32:43 SO THE WATER MANAGEMENT DISTRICT HAS REVIEWED THE
 10:32:49 APPLICATION, AND THEY DID ASK A LOT OF GOOD QUESTIONS THAT
 10:32:53 WE WOULD HAVE PROBABLY ASKED IF THIS HAD BEEN SUBMITTED TO
 10:32:56 THE VILLAGE OF ESTERO.
 10:32:56 SO THAT'S A GOOD SIGN.
 10:32:58 THEY ARE REVIEWING THE APPLICATION.
 10:32:59 SO THE FIRST ONE IS THEY HAVE ASKED THE APPLICANT TO PROVE
 10:33:03 THAT THE QUALITY OF WATER THAT'S GOING TO BE DISCHARGING

 10:33:06 FROM THAT PROPERTY ISN'T GOING TO CAUSE ANY PROBLEMS TO
 10:33:08 HALFWAY CREEK OR THE ESTERO RIVER.
 10:33:11 THE SECOND ONE IS FOR THEM TO SHOW HOW THEY ARE GOING TO
 10:33:15 HANDLE OFF-SITE DRAINAGE.
 10:33:17 IF YOU GO BACK TO THE PLAN HERE, THEY ARE BASICALLY ASKING
 10:33:24 HOW ARE YOU ASSURED THAT YOU'RE NOT GOING TO AFFECT THE
 10:33:26 DRAINAGE OF EL DORADO ACRES.
 10:33:29 THAT'S NOT WITHIN THE VILLAGE, BUT IT'S STILL IMPORTANT THAT
 10:33:31 THEY ACCOMMODATE THAT DRAINAGE.
 10:33:34 AND THEN SOME OF THE BIGGER QUESTIONS IS THE HALFWAY CREEK,
 10:33:39 THE SOUTH FLORIDA IS ASKING THEM, HOW ARE YOU GOING TO MAKE
 10:33:42 SURE THAT YOU'RE NOT GOING TO CAUSE ANY UPSTREAM OR
 10:33:44 DOWNSTREAM FLOODING?
 10:33:46 YOU PROVIDE THE STORAGE THAT YOU NEED TO.
 10:33:48 AND ONE OTHER THING THAT MAKES IT A LITTLE MORE COMPLICATED
 10:33:51 IS THEY ARE PROPOSING A CONSTRUCTION ROAD THAT'S GOING TO BE
 10:33:54 A FILLED ROAD THAT GOES THROUGH HALFWAY CREEK.
 10:33:59 AND, OBVIOUSLY, THE CONCERN OF THAT IS WHAT HAPPENS IF WE
 10:34:03 GET A STORM THAT'S NOT ANTICIPATED AND SOUTH FLORIDA DID ASK
 10:34:07 THEM ABOUT HOW THAT'S GOING TO BE HANDLED.
 10:34:10 THEY HAVE ASKED A LOT OF THE GOOD QUESTIONS.
 10:34:12 WE'LL KEEP MONITORING IT, AND IF ANYTHING CHANGES OR
 10:34:16 ANYTHING DIFFERENT COMES UP, WE'LL BRING IT BACK TO COUNCIL.
 10:34:19 WITH THAT, WE CAN ANSWER ANY QUESTIONS YOU MIGHT HAVE.
 10:34:27 >> THE AREA THEY ARE CLOSING DOWN IS THAT WHERE THEY WILL BE

 10:34:30 BUILDING HIGH-RISE?
 10:34:31 >>David Willems: YES.
 10:34:32 >> IS THIS IN ADDITION TO THE HIGH-RISES THAT THEY ARE DOING
 10:34:35 ALREADY?
 10:34:36 >>David Willems: NO.
 10:34:37 THAT'S THE HIGH-RISES THAT HAVE BEEN WORKING THROUGH THE
 10:34:39 CITY OF BONITA.
 10:34:40 >>Mayor Errington: CAN YOU GO BACK TO WHERE THE HIGH-RISES

10:34:43 WILL BE?
 10:34:43 YOU DIDN'T SAY THAT INITIALLY, BUT SHOW US WHERE.
 10:34:53 >>David Willems: THE HIGH-RISES ARE GENERALLY DOWN HERE,
 10:34:56 WHERE THE DRIVING RANGE IS, GENERALLY.
 10:34:59 >>Mayor Errington: IS THAT --
 10:35:03 >>David Willems: WEEKS FISH CAMP IS FURTHER SOUTH.
 10:35:06 THAT'S NOT PART OF RAPTOR BAY BUT IT WILL BE ONE PROJECT
 10:35:09 WHEN IT'S DONE.
 10:35:10 >>Vice-Mayor McLain: WHERE ARE ALL THE TIME SHARES?
 10:35:13 >>David Willems: THEY ARE AROUND HERE.
 10:35:15 THAT'S THESE BUILDINGS RIGHT HERE.
 10:35:18 >>Vice-Mayor McLain: NOTHING IS HAPPENING WITH THOSE.
 10:35:20 >>David Willems: I HAVEN'T HEARD OF ANYTHING.
 10:35:22 THESE VEGETATED AREAS UP ALONG HERE, I MEAN, THE TIME SHARES
 10:35:30 WERE SUPPOSED TO WRAP ALL THE WAY AROUND THERE.
 10:35:34 AT SOME POINT THAT MAY EXPAND BUT I HAVEN'T HEARD ANYTHING
 10:35:36 ABOUT THAT HAPPENING.

 10:35:39 >>Vice-Mayor McLain: ESPECIALLY WITH THE GOLF COURSE.
 10:35:40 THE AREA TO THE RIGHT OR THE EAST AND NORTH OF THE HALFWAY
 10:35:45 CREEK THERE, WHAT ARE THOSE ORANGE --
 10:35:49 >>David Willems: THOSE ARE EXCAVATION AREAS WHERE THEY WILL
 10:35:52 DIG PONDS.
 10:35:53 THAT'S JUST THE WAY IT SHOWS UP IN THEIR DRAWING.
 10:35:55 >>Vice-Mayor McLain: I KNOW THAT SOUTH FLORIDA IS LOOKING AT
 10:35:58 STORAGE.
 10:35:59 IS THAT AREA CURRENTLY STORING WATER IN EXCESS FROM WHEN
 10:36:05 FLOODS COME?
 10:36:07 >>David Willems: IT WOULD HAVE TO BE A PRETTY EXTREME STORM.
 10:36:09 THAT'S UPLAND AREA, AND THAT'S GENERALLY A HIGH AREA IN THAT
 10:36:13 GENERAL VICINITY.
 10:36:14 GENERALLY, NO, IT'S NOT WET.
 10:36:17 IF THE WATER GETS HIGH, YOU GET ENOUGH RAIN, IT COULD GET
 10:36:21 WET.
 10:36:21 GENERALLY, MOST OF THE WATER IS KIND OF THROUGH THE CENTER
 10:36:23 AREA.
 10:36:24 THAT'S WHERE THE WETLAND IS.
 10:36:25 >>Vice-Mayor McLain: HALFWAY CREEK DUMPS INTO THE ESTERO
 10:36:28 RIVER?
 10:36:28 >>David Willems: YES.
 10:36:31 >>Vice-Mayor McLain: WHERE IS THAT IN RELATIONSHIP TO
 10:36:34 PELICAN SOUND AND THE LIKE?
 10:36:36 IS THAT WEST OF IT?

 10:37:05 >>David Willems: PELICAN SOUND REALLY ENDS RIGHT HERE.
 10:37:07 THIS IS ONE OF THE STREETS WITHIN WEST BAY CLUB, AND IT'S
 10:37:11 RIGHT HERE.
 10:37:12 IT'S JUST DOWNSTREAM OF PELICAN SOUND.

10:37:16 >>Vice-Mayor McLain: SO THERE'S QUITE A BIT OF CLEANSING
 10:37:19 ACTIVITY GOING ON ALL THE WAY THROUGH THAT, BEFORE IT GETS
 10:37:21 TO THE ESTERO RIVER.
 10:37:22 >>David Willems: YES.
 10:37:23 AND THIS SECTION OF HALFWAY -- SO REALLY, WHEN YOU GET
 10:37:27 UPSTREAM OF WILLIAMS ROAD HERE, IT REALLY BECOMES MORE OF A
 10:37:31 WETLAND.
 10:37:31 IT'S REALLY FLOWING THROUGH A WETLAND.
 10:37:33 AS YOU GET NORTH OF WILLIAMS ROAD, IF YOU TRY TO GO THROUGH
 10:37:36 THERE, IT IS A LITTLE CREEK.
 10:37:38 IT IS THE WINDIEST -- I MEAN, IT'S JUST BACK ON ITSELF
 10:37:42 CONSTANTLY.
 10:37:42 THERE IS A LOT OF FLOW BEFORE IT GETS TO THE RIVER.
 10:37:47 >>Mayor Errington: DAVID, WHAT HAS HAPPENED WITH THE
 10:37:49 PRESERVES THAT WERE ONCE THE PRIDE AND JOY OF RAPTOR BAY?
 10:37:56 >>David Willems: THEY ARE STILL THERE.
 10:37:57 >>Mayor Errington: NOT THE SAME ONES.
 10:37:58 THEY HAVE TO BE DESTROYING SOME OF THEM.
 10:38:01 >>David Willems: NO.
 10:38:02 I BELIEVE WHAT THEY ARE DEVELOPING WAS ALWAYS PROPOSED FOR
 10:38:05 DEVELOPMENT.

10:38:06 I DON'T BELIEVE THEY ARE GOING OUTSIDE OF WHAT WAS
 10:38:08 ORIGINALLY APPROVED.
 10:38:09 IF YOU LOOK AT THE PLANS FOR RAPTOR BAY HERE, IT ACTUALLY
 10:38:15 SHOWS THE AREAS THAT ARE UNDER -- YOU CAN'T REALLY READ IT
 10:38:18 HERE, BUT THIS TEXT HERE INDICATES THAT'S ALREADY UNDER A
 10:38:22 CONSERVATION EASEMENT.
 10:38:23 SO THESE AREAS HERE WHERE YOU SEE THIS LITTLE TEXT, THE
 10:38:26 REASON THEY ARE NOT DEVELOPING IN THERE IS BECAUSE THEY ARE
 10:38:29 REQUIRED TO PRESERVE THEM AND THEY ARE ALREADY UNDER A
 10:38:34 CONSERVATION EASEMENT, SO THEY REALLY COULDN'T DO
 10:38:37 DEVELOPMENT THERE.
 10:38:38 >>Mayor Errington: I HAVE TO SHARE WITH COUNCIL THAT ONE
 10:38:42 TIME MY HUSBAND AND I WERE MEMBERS OF RAPTOR BAY GOLF CLUB
 10:38:46 FOR SEVERAL YEARS, QUITE A FEW YEARS.
 10:38:48 I WAS STANDING ON A TEE BOX NEXT TO A PRESERVE, AND IT'S
 10:38:53 WHEN THE MOSQUITOES WERE REALLY BAD HERE.
 10:38:59 A HELICOPTER FLEW OVER AND PEPPER SPRAYED ME WITH MOSQUITO
 10:39:03 PESTICIDE.
 10:39:04 I GOT PELTED.
 10:39:05 YOU KNOW WHAT I GOT OUT OF IT?
 10:39:07 A FREE TRIP TO THE MOSQUITO CONTROL BOARD OVER IN BUCKINGHAM
 10:39:12 OR SOMEPLACE OVER THERE TO SHOW ME WHAT THEY DID.
 10:39:14 SAID THAT THE COORDINATES WERE OFF AND THE PILOT DIDN'T
 10:39:21 CHECK THE COORDINATES, AND I WAS COVERED WITH MOSQUITO
 10:39:25 SPRAY.

10:39:29 SO THAT'S THE PRESERVES I REMEMBER.
 10:39:32 [LAUGHTER]
 10:39:34 >> STOPPED YOUR MEMBERSHIP?
 10:39:36 >>Mayor Errington: I CONTINUE TO PLAY.
 10:39:48 >> JUST TO THE NORTH OF THE PLAN ON THE SCREEN IS THE
 10:39:51 LANDING PAD FOR HELICOPTERS FOR MOSQUITO CONTROL IN THIS
 10:39:55 AREA.
 10:39:55 I CAN SEE WHY YOU GOT DOUSED REAL QUICKLY.
 10:39:59 >>Mayor Errington: I WAS CONVINCED THAT IT WOULDN'T HURT ME.
 10:40:03 >> WHEN WE PLAY GOLF ON OUR GOLF COURSE ON PELICAN SOUND, HE
 10:40:07 LIFTS OFF FROM THAT LANDING PAD AND IT KIND OF PARTS YOUR
 10:40:11 HAIR BECAUSE HE'S NOT FAR ABOVE OUR HEAD WHEN HE COMES OUT
 10:40:14 OF THERE.
 10:40:15 I DON'T HAVE A LOT OF CONCERN, BUT I'D LIKE TO MAKE SURE
 10:40:18 THAT WE MONITOR THIS CLOSELY.
 10:40:20 I HAVE SOME TRUST IN SOUTH FLORIDA WATER MANAGEMENT, BUT
 10:40:25 THIS FLOW OF WATER IS COMING UP INTO DISTRICT TWO THAT I
 10:40:30 REPRESENT.
 10:40:30 THERE'S FOUNTAIN LAKES, MARSH LANDING, PELICAN SOUND, SOME
 10:40:34 OF WEST BAY, JUST TO MAKE SURE THAT WHAT THEY BRING NORTH
 10:40:39 INTO THOSE COMMUNITIES DOESN'T CREATE A PROBLEM THERE.
 10:40:43 ELIMINATE ONE HERE BUT CREATE ONE NORTH.
 10:40:46 >>David Willems: ABSOLUTELY.
 10:40:47 THAT IS THE WHOLE POINT OF THE ANALYSIS TO MAKE SURE THEY
 10:40:49 BALANCE IT.

 10:40:50 CAN'T HURT UPSTREAM OR DOWNSTREAM.
 10:40:53 >>Mayor Errington: IS HALFWAY CREEK AS IMPAIRED AS THE
 10:40:57 ESTERO RIVER?
 10:40:59 >>David Willems: IT DOESN'T HAVE THE BACTERIA ISSUE, BUT WE
 10:41:05 DON'T KNOW -- I DON'T KNOW THAT WE KNOW AS MUCH.
 10:41:08 THERE'S ONLY ONE, LIKE, DATA POINT ON HALFWAY CREEK.
 10:41:11 WE'RE GETTING MORE DATA NOW WITH OUR MONITORING PROGRAM.
 10:41:15 SO AS OF RIGHT NOW, NO, BUT AS WE GET MORE MONITORING DATA,
 10:41:20 WE'LL SEE WHAT IT SAYS.
 10:41:22 THERE ISN'T THE SAME NUMBER OF SEPTIC TANKS ON IT WITHIN
 10:41:26 THAT WATERSHED.
 10:41:27 THERE'S ONLY A VERY SMALL NUMBER RIGHT UP BY WILLIAMS ROAD.
 10:41:31 IT DOESN'T SEEM TO.
 10:41:33 >>Mayor Errington: WE IMPOSE ON THE DEVELOPER TO CHECK TO
 10:41:37 MAKE SURE THAT WHATEVER THEY ARE DOING IS NOT GOING INTO
 10:41:42 HALFWAY CREEK AND THEN WE COULD MONITOR IT.
 10:41:45 WE DON'T HAVE TO DO THE WHOLE CREEK BUT GO DOWN SEVERAL
 10:41:49 HUNDRED YARDS AND SEE WHETHER THEY ARE BEING TRUTHFUL WITH
 10:41:52 US OR NOT.
 10:41:52 >>David Willems: I THINK OUR MONITORING PROGRAM DOES A
 10:41:55 PRETTY GOOD JOB OF DOING THAT.
 10:41:57 THE COUNTY ALREADY MONITORS AT U.S. 41.

10:42:02 THAT'S THEIR ONE MONITORING LOCATION.
 10:42:04 BUT WE FELT WE NEEDED SOMETHING FURTHER DOWNSTREAM.
 10:42:07 WE ACTUALLY HAVE ONE HERE AT WILLIAMS ROAD.

 10:42:09 SO I THINK THAT WILL GET A GOOD, YOU KNOW, WHAT'S COMING IN
 10:42:11 AND WHAT'S GOING OUT.
 10:42:13 THE COMMENT THAT THEY HAD ABOUT THE NUTRIENT LOADING
 10:42:16 CALCULATIONS, THAT'S REALLY THE INTENT OF THOSE CALCULATIONS
 10:42:20 IS TO DEMONSTRATE THAT THEIR DEVELOPMENT ISN'T GOING TO ADD
 10:42:25 NUTRIENTS OR POLLUTANTS TO THE WATERSHED.
 10:42:27 THEY'LL HAVE TO SHOW TO SOUTH FLORIDA WATER MANAGEMENT
 10:42:30 DISTRICT THAT THEY AREN'T GOING TO DO THAT.
 10:42:32 AND I THINK THE REASON THAT WE'RE PROVIDING THE UPDATE IS
 10:42:35 THAT THE VILLAGE REALLY HAS NO AUTHORITY OVER WHAT'S GOING
 10:42:38 ON THERE, SO WE AREN'T REALLY ABLE TO TELL THEM THAT THEY
 10:42:41 HAVE TO DO MONITORING.
 10:42:42 BUT WHAT WE'RE TRYING TO DO IS JUST WORK WITH SOUTH FLORIDA.
 10:42:46 AND WE CAN ALSO WORK WITH THE APPLICANT.
 10:42:49 THEY ARE REASONABLE.
 10:42:50 IF THERE ARE LITTLE THINGS TO TWEAK TO MAKE IT WORK BETTER
 10:42:53 FOR THE VILLAGE, BUT WE DON'T HAVE DIRECT.
 10:42:57 >>Mayor Errington: WHAT KIND OF WATER SYSTEM AND SEWER
 10:42:59 SEPTIC SYSTEM ARE THEY ON IN THAT DEVELOPMENT THERE?
 10:43:03 OR WILL THEY BE ON?
 10:43:04 >>David Willems: REALLY, IT'S JUST -- IT IS JUST THE GOLF
 10:43:09 COURSE.
 10:43:10 SO THERE REALLY ISN'T ANY DEVELOPMENT PROPOSED WITH THIS.
 10:43:14 IT'S ONLY THE GOLF COURSE.
 10:43:15 >>Mayor Errington: WHERE DO THEY GET THEIR WATER?

 10:43:17 >>David Willems: I SAW ON THEIR PLANS THAT THEY WERE TAKING
 10:43:19 UTILITIES FROM OFF OF COCONUT.
 10:43:22 SO THEY HAVE -- THEIR REST HOUSES ALREADY HAVE IT AND
 10:43:27 THEY'RE EXTENDING IT INTO THIS AREA.
 10:43:29 >>Mayor Errington: IS THAT CITY WATER FROM BONITA?
 10:43:32 >>David Willems: YES.
 10:43:33 >>Mayor Errington: THEY PAY THE WATER BILL.
 10:43:35 >>David Willems: UM-HUM.
 10:43:38 >>Mayor Errington: BUT THEY HAVE TO HAVE A RESTROOM.
 10:43:40 WHERE IS THAT?
 10:43:41 >>David Willems: THEY HAVE THE UTILITIES SHOWN GOING FROM
 10:43:42 THE LITTLE REST AREAS BACK TO THE MAIN PART OF THEIR
 10:43:46 DEVELOPMENT.
 10:43:52 >>Vice-Mayor McLain: LONDON BAY HIGH-RISE PORTION, WHERE
 10:43:55 WILL ALL THAT WATER GO TO?
 10:43:57 DOES THAT GO TO HALFWAY CREEK?
 10:43:59 >>David Willems: I'D HAVE TO LOOK AT THE DESIGN.
 10:44:01 I BELIEVE IT GOES DIRECTLY TO ESTERO BAY.

10:44:03 >>Vice-Mayor McLain: BECAUSE IF IT DIDN'T, IF IT GOES TO
 10:44:05 HALFWAY, SEEMS LIKE GOING TO LOAD THAT UP --
 10:44:09 >>David Willems: PROBABLY WOULDN'T BE.
 10:44:11 THIS IS ACTUALLY A KIND OF UNIQUE RIDGE THROUGH HERE WITH
 10:44:14 WEST BAY CLUB AND RAPTOR BAY AND EL DORADO ACRES.
 10:44:18 IF YOU WENT OUT THERE BEFORE THEY BUILT, YOU CAN EVEN SEE A
 10:44:22 LITTLE BIT FROM THIS AERIAL, THE REASON YOU'RE ABLE TO SEE

 10:44:24 ALL THE SAND IS THAT IT'S ACTUALLY A RELATIVELY HIGH SAND
 10:44:27 RIDGE.
 10:44:30 FOR THIS AREA, IT'S PRETTY HIGH.
 10:44:32 ANYTHING ON THE WEST SIDE OF THAT GOES TO THE BAY.
 10:44:35 ANYTHING ON THE EAST SIDE OF THAT GOES TO THE RIVER.
 10:44:42 >>Jim Boesch: I WOULD THINK OUR OVERALL WATER PLAN IS TO
 10:44:47 ADDRESS THE PROBLEMS WE HAVE WITH HALFWAY, AND I WOULD THINK
 10:44:51 THAT THE DEVELOPER WOULD LIKE TO GET THIS APPROVED AS QUICK
 10:44:56 AND SIMPLE AS POSSIBLE, AND I WOULD STRONGLY URGE THAT WE
 10:45:06 TALK TO THEM AND SAY, WELL, YOU KNOW, WE HAVE A PLAN TO WORK
 10:45:11 WITH HALFWAY, PART OF THAT, WHATEVER EXISTS.
 10:45:15 AND WE'D LIKE YOU TO ADDRESS THAT AND DO THAT IN ORDER, EVEN
 10:45:19 THOUGH MAYBE YOU DON'T HAVE TO, YOU'RE NOT REQUIRED THIS
 10:45:23 SPECIFIC TIME.
 10:45:24 BUT I WOULD LIKE YOU TO BE PART OF OUR OVERALL PLAN BECAUSE
 10:45:28 IT ULTIMATELY WILL AFFECT SOME OF OUR PLACES.
 10:45:32 SO I HOPE THAT IS THE STRATEGY.
 10:45:36 JUST BECAUSE THEY HAVE NOT SPECIFICALLY LEGALLY REQUIRED TO
 10:45:40 DO ANYTHING LIKE THAT, THE OLD THING, IF YOU DON'T ASK, YOU
 10:45:46 DON'T GET.
 10:45:47 I WOULD HOPE THAT WE GO TO THEM AND SAY, LOOK, THIS IS WHAT
 10:45:50 WE'D LIKE YOU TO DO, EVEN THOUGH YOU'RE NOT INFRINGING --
 10:45:57 PROBABLY NOT INFRINGING ON ESTERO SPECIFICALLY, THERE ARE
 10:46:01 OTHER THINGS LIKE WATER CONCERNS THAT WE HAVE.
 10:46:06 WE HAVE A PLAN.

 10:46:07 WE'D LIKE YOU TO HELP US WITH THAT PLAN AND SEE IF THEY
 10:46:11 WOULD COME --
 10:46:14 >>Mayor Errington: THEY ARE WORKING ON THAT.
 10:46:17 JOANNE.
 10:46:18 >>Joanne Ribble: SOUTHWEST FLORIDA MANAGEMENT IS A LEGAL
 10:46:20 ENTITY, RIGHT?
 10:46:20 THEY HAVE REQUIREMENTS SO THEY CAN --
 10:46:23 >>David Willems: YEAH, THEY HAVE THE AUTHORITY.
 10:46:25 >>Joanne Ribble: AND THE THING IS TO COORDINATE THE THREE
 10:46:28 ENTITIES AT THE SAME TIME.
 10:46:30 AND WITH SOUTHWEST FLORIDA ACTUALLY TAKING THE LEAD TO MAKE
 10:46:33 SURE THE REQUIREMENTS ARE IN PLACE, CORRECT?
 10:46:35 >>David Willems: ABSOLUTELY.
 10:46:36 I'VE ALREADY TALKED TO THE REVIEWER FOR SOUTH FLORIDA JUST

10:46:40 TO GET THEIR TAKE ON WHAT THEIR THINKING IS.
 10:46:42 ABSOLUTELY.
 10:46:43 >>Mayor Errington: OKAY.
 10:46:44 ANY OTHER COMMENTS?
 10:46:47 >>Vice-Mayor McLain: I'M GLAD YOU HAVE A GOOD HANDLE ON
 10:46:49 THIS, AND IT'S GOOD FOR THE VILLAGE, I THINK, TO HAVE
 10:46:52 SOMEBODY WITH YOUR EXPERTISE ON WATER FLOW AND THE LIKE THAT
 10:46:56 WE'RE TALKING ABOUT.
 10:46:57 I'M SURE YOU'LL WORK WITH SOUTH FLORIDA SUCCESSFULLY.
 10:47:00 >>David Willems: AND THE APPLICANT.
 10:47:04 >>Vice-Mayor McLain: DO THEY HAVE A TIMETABLE?

 10:47:07 SOMETHING THEY HAVE TO DO RELATIVELY QUICKLY IF THEY ARE
 10:47:09 GOING TO START CONSTRUCTION?
 10:47:10 >>David Willems: I DON'T KNOW WHAT THEIR SCHEDULE IS.
 10:47:14 >>Mayor Errington: OKAY.
 10:47:15 THANK YOU, DAVID.
 10:47:16 APPRECIATE IT.
 10:47:16 GOOD JOB.
 10:47:18 DO WE HAVE ANYONE SIGNED UP TO WANTS TO SPEAK?
 10:47:25 >>Carol Sacco: NO, MAYOR.
 10:47:26 >>Mayor Errington: ARE WE FINISHED WITH THAT ONE?
 10:47:29 I GUESS WE ARE.
 10:47:30 ITEM B, CORKSCREW AND PUENTE LANE, CORKSCREW WOODLANDS.
 10:47:35 STEVE.
 10:47:37 >>Steven Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
 10:47:39 COUNCIL.
 10:47:40 THE CORKSCREW WOODLANDS TRAFFIC SIGNAL IS ONE OF OUR MOST
 10:47:45 IMPORTANT PROJECTS, EVEN THOUGH IT'S NOT SPECIFICALLY AN
 10:47:50 ESTERO PROJECT, THAT WE'VE HAD SEVERAL FATALITIES AT THIS
 10:47:53 LOCATION.
 10:47:53 AND THIS IS THE EXIT AT LOWE'S THAT WILL AFFECT A LOT OF THE
 10:48:02 TRAFFIC MOVEMENTS IN THAT AREA.
 10:48:03 SO THIS IS AN UPDATE HERE.
 10:48:06 DAVID WILLEMS WILL BE PROVIDING A BACKGROUND AND ALSO THE
 10:48:10 TIME, WHAT WE THINK IS THE TIMETABLE FOR THE INSTALLATION OF
 10:48:14 THIS PROJECT BY LEE COUNTY.

 10:48:16 DAVID.
 10:48:17 >>David Willems: SO WHAT WE HAVE IS THIS ISN'T REALLY A
 10:48:21 VILLAGE PROJECT, BUT IT IS REALLY IMPORTANT TO THE VILLAGE.
 10:48:23 AND WE'RE TRYING TO MAKE SURE THAT IT GETS DONE AND PUSH IT
 10:48:27 THROUGH.
 10:48:27 AND COUNCIL, YOU KNOW, A COUPLE OF YEARS AGO APPROVED THE
 10:48:30 VILLAGE ACTUALLY DOING THE DESIGN FOR THE TRAFFIC SIGNAL SO
 10:48:32 IT COULD GET TO THIS POINT.
 10:48:34 IF COUNCIL HADN'T DONE THAT, WE PROBABLY WOULD STILL BE A
 10:48:38 YEAR OR MORE AWAY FROM GETTING THE TRAFFIC SIGNAL.

10:48:40 IF YOU'VE DRIVEN THROUGH THAT INTERSECTION, YOU KNOW THAT
 10:48:43 THEY HAVE MOST OF THE FOUNDATIONS IN.
 10:48:45 THEY ARE FINISHING UP I THINK THE LAST TURN LANE PART OF IT
 10:48:48 HERE WITHIN THE NEXT WEEK OR TWO.
 10:48:51 THEY HAVE THE MAST ARMS ON-SITE -- NOT ON-SITE, BUT THEY
 10:48:54 HAVE THE -- THE SUPPLIERS HAVE THEM HERE, SO THAT'S NO
 10:48:58 LONGER A CONCERN.
 10:48:59 BUT THEY DID HAVE ONE CONFLICT.
 10:49:03 THERE WAS A UTILITY CONFLICT WITH THE POLE ON THE NORTHEAST
 10:49:06 CORNER, AND THAT CREATED A DELAY.
 10:49:08 THE ORIGINAL CONSTRUCTION SCHEDULE WAS TO HAVE IT FINISHED
 10:49:11 IN JANUARY.
 10:49:13 I THINK WE ALL CAN SEE THAT'S NOT GOING TO HAPPEN, AND GOT
 10:49:19 AN UPDATE HERE.
 10:49:21 YOU SEE IT SAYS APRIL 2022.

10:49:23 I JUST HAD A CONVERSATION WITH LEE COUNTY D.O.T. YESTERDAY,
 10:49:29 AND THEY HAVE A SPECIFIC DATE OF NOW MAY 22nd, NOT APRIL,
 10:49:34 BUT MAY 22nd THAT THEY THINK THEY'LL BE ABLE TO GET IT
 10:49:38 FINISHED.
 10:49:38 WITH THAT UPDATE, THEY ALSO SAID THAT THEN IF YOU DRIVE OUT
 10:49:43 THERE, YOU'LL SEE THAT PUENTE LANE IS ACTUALLY CLOSED RIGHT
 10:49:47 NOW AND IT WILL BE CLOSED UNTIL THURSDAY.
 10:49:49 THE REASON THAT IS, THEY ARE DOING UNDERGROUND WORK FOR THE
 10:49:53 SIGNAL, SO THAT -- I THINK THEY CLOSED IT YESTERDAY AND IT
 10:49:57 WILL BE CLOSED THROUGH THURSDAY.
 10:49:59 THE OTHER IMPORTANT PART OF THIS IS THE FRONTAGE ROAD.
 10:50:03 SO THE TRAFFIC SIGNAL IS IMPORTANT, BUT WITHOUT A FRONTAGE
 10:50:06 ROAD, THE RESIDENTS IN CORKSCREW WOODLANDS STILL HAVE TO
 10:50:09 MAKE A LEFT OUT AT A LOCATION THAT'S REALLY UNSAFE.
 10:50:12 SO WE SPOKE WITH THE DEVELOPER.
 10:50:15 IF YOU DRIVE THROUGH THERE, THE ROAD IS THERE.
 10:50:18 IT'S DEFINITELY NOT FINISHED.
 10:50:19 IT'S ONLY GOT THE FIRST ASPHALT.
 10:50:22 THE CURBING IS NOT IN YET, BUT IT'S THERE.
 10:50:25 SO THEY ARE GETTING CLOSE.
 10:50:27 THE DEVELOPER IS GOING TO NOT OPEN THAT UP UNTIL THEY FINISH
 10:50:30 THE CONSTRUCTION ON THE FRONT SIDE JUST BECAUSE OF THE
 10:50:33 CONFLICTS BETWEEN THE TRAFFIC AND THEIR CONSTRUCTION
 10:50:36 EQUIPMENT.
 10:50:37 THEY THINK THAT THEY ARE GOING TO BE DONE ABOUT THE SAME

10:50:40 TIME, MAYBE A LITTLE BIT AHEAD OF THE TRAFFIC SIGNAL.
 10:50:43 BUT WE'RE GOING TO WORK WITH THEM AND LEE COUNTY D.O.T.
 10:50:46 BECAUSE I'M NOT SURE IT'S THE BEST IDEA TO OPEN THE FRONTAGE
 10:50:49 ROAD WITHOUT ACTUALLY HAVING THAT TRAFFIC SIGNAL AT LOWE'S.
 10:50:54 LOWE'S -- CORKSCREW WOODLANDS IS A DANGEROUS INTERSECTION,
 10:50:57 BUT SO IS THE LOWE'S INTERSECTION.

10:50:59 AND TO PUT ALL THAT TRAFFIC ON ONE INTERSECTION WITHOUT THE
 10:51:03 SIGNAL, SO I THINK WE'RE GOING TO TRY TO OPEN THEM BOTH AT
 10:51:06 THE SAME TIME GIST FROM A SAFETY STANDPOINT.
 10:51:08 LEE COUNTY, AFTER BOTH OF THOSE ARE DONE IS GOING TO WORK ON
 10:51:16 CLOSING THAT LEFT TURN OUT.
 10:51:17 SO AFTER THE FRONTAGE ROAD AND THE TRAFFIC SIGNAL ARE
 10:51:20 FINISHED, WHEN YOU COME OUT CORKSCREW WOODLANDS, YOU'RE ONLY
 10:51:25 GOING TO BE ABLE TO TURN RIGHT.
 10:51:26 YOU WILL NOT BE ABLE TO TURN LEFT ANYMORE.
 10:51:29 IN TALKING TO LEE COUNTY, THEY SAID THAT WHAT THEY MIGHT DO
 10:51:33 IS A TEMPORARY, WHERE THEY DO A BUNCH OF THE DELINEATORS TO
 10:51:36 STOP THAT, BUT EVENTUALLY IT WILL BE A MEDIAN SO PEOPLE
 10:51:40 CAN'T MAKE THAT LEFT OUT.
 10:51:42 THE CURRENT PLAN IS TO KEEP THE LEFT IN, THAT PEOPLE WILL
 10:51:47 STILL BE ABLE TO MAKE A LEFT IN BECAUSE THAT DOESN'T SEEM TO
 10:51:49 BE THE CONFLICT THAT'S CAUSING A LOT OF THE ACCIDENTS.
 10:51:53 >>Vice-Mayor McLain: IS THERE A LOADING LANE FOR THE
 10:51:55 LEFT-HAND TURN GOING INTO WOODLANDS?
 10:51:59 TURN LANE THERE ALREADY?

 10:52:00 >>David Willems: YES.
 10:52:01 THERE IS A TURN LANE THERE.
 10:52:03 >>Jim Boesch: THE ONLY LEFT IS GOING TO BE OUT OF THE NEW
 10:52:07 TRAFFIC LIGHT.
 10:52:08 >>David Willems: YEP.
 10:52:09 >>Jim Boesch: NO OTHER LEFT.
 10:52:12 >>David Willems: THEY'LL HAVE TO GO TO THE TRAFFIC LIGHT TO
 10:52:14 MAKE A LEFT, UNLESS THEY WANT TO DO A RIGHT AND MAKE A
 10:52:17 U-TURN.
 10:52:18 THERE'S NOT REALLY A GOOD PLACE TO DO THAT WHEN YOU MAKE THE
 10:52:21 RIGHT.
 10:52:21 THAT'S WHY THE FRONTAGE ROAD IS THERE SO THEY HAVE ANOTHER
 10:52:24 WAY TO GET OUT.
 10:52:25 >>Mayor Errington: EVERYTHING THAT YOU'RE TALKING ABOUT IS
 10:52:28 -- I REMEMBER WHEN WE DISCUSSED THIS LAST YEAR, THE FRONTAGE
 10:52:32 ROAD WAS SUPPOSED TO HAVE BEEN -- THERE WAS A BIG CONCERN
 10:52:36 ABOUT THAT WITHOUT THE TRAFFIC LIGHT.
 10:52:39 YOU'RE SAYING NOW THAT SAFETY IS THE NUMBER ONE FACTOR THAT
 10:52:44 IT WON'T BE OPEN BEFORE THE TRAFFIC LIGHT.
 10:52:46 >>David Willems: WE'RE GOING TO WORK THROUGH WITH LEE COUNTY
 10:52:49 TO SEE IF THEY THINK IT'S FRIENDLY.
 10:52:51 WE'RE WORRIED THAT WE'LL OVERLOAD LOWE'S.
 10:52:54 BECAUSE THERE ARE A LOT OF U-TURNS THAT HAPPEN THERE.
 10:52:56 WITHOUT A TRAFFIC SIGNAL, THERE'S A LOT OF CONFLICTS THAT
 10:52:58 I'M NOT SURE THAT WE WANT TO PUSH EVERYBODY OVER THERE UNTIL

 10:53:02 THAT SIGNAL.
 10:53:02 IT LOOKS LIKE IT'S GOING TO BE PRETTY CLOSE TO THE SAME

10:53:05 TIMING ANYWAYS.
 10:53:07 THAT FRONTAGE ROAD ISN'T GOING TO BE ABLE TO BE OPEN NEXT
 10:53:11 MONTH.
 10:53:11 IT'S PROBABLY IN THE APRIL/MAY TIME FRAME AS WELL.
 10:53:15 >>Mayor Errington: I GUESS I DON'T UNDERSTAND WHY THE COUNTY
 10:53:19 JUST DOESN'T GO AHEAD AND PUT A MEDIAN IN THERE INSTEAD OF
 10:53:23 PUTTING --
 10:53:24 >>David Willems: IT'S JUST A TIMING THING.
 10:53:26 IT'S QUICKER JUST TO PUT THE DELINEATORS.
 10:53:30 THEY ARE WORKING ON A DESIGN INTERNALLY RIGHT NOW.
 10:53:32 BUT IF THAT DESIGN IS NOT DONE AND THE FRONTAGE ROAD AND THE
 10:53:36 SIGNAL IS OPERATIONAL, THEY WANT TO CLOSE IT AS QUICKLY AS
 10:53:39 THEY CAN AFTER THAT.
 10:53:42 >>Mayor Errington: IT'S A DANGEROUS INTERSECTION THERE.
 10:53:47 >>Vice-Mayor McLain: IT IS A DANGEROUS INTERSECTION.
 10:53:50 GLAD TO SEE THAT HAPPENING.
 10:53:51 I WENT BY THERE YESTERDAY OR TRANSFERRED THROUGH THERE.
 10:53:54 AND THE LANDSCAPING, IS THERE -- ARE THERE ANY UPGRADES
 10:53:58 PLANNED FROM BEN HILL TO THE 75 INTERCHANGE PROJECT?
 10:54:03 THAT STRETCH RIGHT WHERE THIS INTERSECTION IS, IS PRETTY
 10:54:06 IFFY LOOKING LANDSCAPE.
 10:54:08 IT'S HIGHLY TRAFFICKED.
 10:54:09 IT'S PART OF ESTERO, OBVIOUSLY.

 10:54:12 ANY PLANS ON LANDSCAPING IN THERE?
 10:54:16 >>David Willems: WE HAVEN'T BROUGHT THIS FORWARD YET.
 10:54:18 WE'RE GOING TO HAVE THE INTERCHANGE, WHICH WILL GO ALL THE
 10:54:21 WAY TO --
 10:54:34 SO WHEN THE STATE DOES THE INTERCHANGE LANDSCAPING, IT'S
 10:54:37 GOING TO HIT KIND OF THE END OF THIS MEDIAN RIGHT HERE.
 10:54:42 YOU'RE TALKING ABOUT THIS SECTION THROUGH HERE.
 10:54:46 >> CORRECT.
 10:54:46 >>David Willems: WHAT THE POTENTIAL IDEA WAS, IS ONCE WE GET
 10:54:50 A COST ESTIMATE ON BEN HILL GRIFFIN WITH ALL THE UTILITIES,
 10:54:56 WE DON'T THINK THAT WE'RE GOING TO BE ABLE TO USE THAT WHOLE
 10:55:00 BUDGET.
 10:55:00 SO ONCE WE KNOW WHAT THAT COST IS THE THOUGHT WAS TO SEE IF
 10:55:03 WE COULD USE THAT EXTRA BUDGET TO FILL IN THAT GAP.
 10:55:05 BECAUSE I THINK YOU HAVE A GREAT POINT IS THAT WE'RE GOING
 10:55:08 TO HAVE THE INTERCHANGE IS GOING TO LOOK GREAT.
 10:55:12 CORKSCREW ROAD PAST BEN HILL GRIFFIN WILL LOOK GREAT.
 10:55:15 BEN HILL GRIFFIN WILL LOOK GREAT AND THEN YOU'LL HAVE THIS
 10:55:18 LITTLE SECTION THAT DOESN'T HAVE IT.
 10:55:20 ONCE WE KNOW THOSE NUMBERS, I THINK WE MIGHT BE ABLE TO GET
 10:55:22 THAT IN WITH THAT SAME BUDGET.
 10:55:24 >>Vice-Mayor McLain: DO YOU THINK WE COULD WORK WITH LEE
 10:55:25 COUNTY TO AT LEAST GET THE PRELIMINARY BUDGET?
 10:55:30 THEY WANT TO PROBABLY MAKE THAT LOOK A LITTLE BIT BETTER.

10:55:32 SAY, HEY, GIVE US THE MONEY AND WE'LL UPGRADE IT AT A LATER

10:55:37 DATE, IF THEY HAVE ANY PLANS TO DO ANY LANDSCAPING IN THERE.

10:55:39 >>David Willems: NO, NOT THAT I'M AWARE OF.

10:55:41 THAT LANDSCAPING WAS ENHANCED WITH THAT SAME MSBU THAT WAS

10:55:45 BEN HILL GRIFFIN THAT NOW WENT UNDER.

10:55:49 SO IF LEE COUNTY --

10:55:51 >>Vice-Mayor McLain: IT LOOKS LIKE IT.

10:55:52 >>David Willems: IF LEE COUNTY WAS DEVELOPING, DOING THE

10:55:55 LANDSCAPING OF THAT ORIGINALLY IT WOULD NOT HAVE AS MANY

10:55:58 PLANTS AS IT DOES RIGHT NOW.

10:55:59 I DON'T THINK THERE'S ANY PLANS FOR LEE COUNTY TO DO

10:56:01 ANYTHING.

10:56:03 >>Vice-Mayor McLain: I'D LIKE TO GO TO LEE COUNTY -- YOU

10:56:06 KNOW, WE'RE BEAUTIFYING THE INTERCHANGE, ALL OF CORKSCREW

10:56:10 GOING OUT EAST.

10:56:12 THIS IS THIS LITTLE SECTION, MAYBE NOT JUST THIS, BUT THERE

10:56:15 COULD BE SOME NICE IMPROVEMENTS ALONG ALL OF CORKSCREW THERE

10:56:18 THAT MAYBE THEY'LL WORK WITH US, MAYBE THEY WON'T.

10:56:21 BUT IT WOULD BE WORTHWHILE ASKING, I THINK.

10:56:24 >>David Willems: YEAH, I CAN TALK TO THEM.

10:56:27 WE TALK TO THEM REGULARLY.

10:56:28 WE'RE COORDINATING ON THE CORKSCREW ROAD, THE BEN HILL

10:56:30 GRIFFIN.

10:56:31 WE'RE RIGHT IN THAT SAME AREA.

10:56:35 >>Mayor Errington: ANY OTHER QUESTIONS?

10:56:41 >>Larry Fiesel: LET'S GO TO THE WEST SIDE OF THE

10:56:42 INTERCHANGE, TO THE AREA -- RIGHT HERE.

10:56:45 HOW FAR WEST OF 75 IS THE LANDSCAPING COMING -- THAT'S

10:56:52 ACTUALLY A PART OF THE INTERCHANGE PROJECT?

10:56:54 >>David Willems: IT'S JUST HERE AT THE TIP OF THIS ONE HERE.

10:56:58 >>Larry Fiesel: I'M KIND OF WITH JON.

10:57:01 THIS STRETCH THROUGH HERE LOOKS ABOUT AS BAD AS THE STRETCH

10:57:04 ON THE EAST SIDE.

10:57:06 IF THEY ARE GOING TO DO SOME WORK IN THIS INTERCHANGE HERE

10:57:09 TO PREVENT THE LEFT-HAND TURN, IT MIGHT BE GOOD TO

10:57:13 COORDINATE THAT.

10:57:15 YOU'RE TALKING ABOUT THE TEMPORARY THINGS THEY'LL PUT IN

10:57:17 THERE TO KEEP THAT TURN FROM HAPPENING BEFORE THEY DO ANY

10:57:20 MEDIAN WORK.

10:57:22 DO WE HAVE ANY PLANS TO UPGRADE THE LANDSCAPING IN THAT

10:57:26 SECTION COMING WEST FROM THE INTERSTATE?

10:57:31 >>David Willems: NOT IN THE NEAR FUTURE, NO.

10:57:33 NOT IN THE C.I.P. FOR THE NEAR FUTURE, NO.

10:57:40 >>Vice-Mayor McLain: WE'VE ADDRESSED THE SAFETY, WHICH WAS

10:57:41 THE NUMBER ONE CONCERN.

10:57:42 >>David Willems: THOSE CONVERSATIONS ARE ALWAYS OPEN.

10:57:45 WHEN WE GO THROUGH THE NEXT C.I.P., THAT'S AN IMPORTANT
 10:57:49 THING THAT CAN BE MOVED UP.
 10:57:51 IT'S JUST A MATTER OF WEIGHING PLUSES AND MINUSES.
 10:57:58 >>Mayor Errington: ANY OTHER QUESTIONS?
 10:57:59 COMMENTS?

10:58:00 WE HAVE ONE PERSON WHO WOULD LIKE TO SPEAK, I THINK.
 10:58:12 >> I JUST HAD A QUESTION.
 10:58:13 >>Mayor Errington: YOU'LL NEED TO COME UP.
 10:58:18 >> I WAS WONDERING NOW THAT THE INTERSECTION THROUGH, AND
 10:58:22 THE ROAD THROUGH THE I-75 EXCHANGE IS SO NICE AND SMOOTH,
 10:58:27 ARE THERE PLANS TO RESURFACE THE ROAD ON CORKSCREW FROM THE
 10:58:30 INTERCHANGE TO THREE OAKS PARKWAY?
 10:58:33 ONCE YOU GET PAST THERE, THEN EVERYTHING GOES KIND OF
 10:58:37 CATTYWAMPUS.
 10:58:40 >>Mayor Errington: WE'LL LET DAVID ADDRESS THAT.
 10:58:44 >>David Willems: I HAVE NOT HEARD DEFINITELY, BUT THERE
 10:58:46 HAD BEEN DISCUSSIONS OF DOING THAT BY THE COUNTY.
 10:58:48 I DON'T KNOW WHERE THOSE ENDED UP.
 10:58:50 A GOOD SECTION OF THE ROADWAY WILL BE RESURFACED WITH THE
 10:58:53 TRAFFIC SIGNAL.
 10:58:55 RIGHT AT THAT INTERSECTION, IT'S NOT JUST GOING TO BE LEFT
 10:58:58 THE WAY IT IS.
 10:59:00 THERE HAVE BEEN DISCUSSIONS OF CLOSING THAT GAP.
 10:59:02 I HADN'T HEARD WHERE THEY ARE AT ON THAT YET, THOUGH.
 10:59:05 >>Mayor Errington: SO IN THE COUNTY, WHO DO YOU ADDRESS ON
 10:59:11 THAT?
 10:59:13 OR -- HOW DO YOU ADDRESS THAT?
 10:59:15 >>David Willems: JUST WITH THE DEPARTMENT OF TRANSPORTATION.
 10:59:17 >>Mayor Errington: LET'S DO THAT AND GET IT FINISHED.
 10:59:20 >>David Willems: YEAH, I'LL GET SPECIFICS ON WHETHER THEY
 10:59:22 ARE PLANNING ON THAT OR NOT.
 10:59:23 >>Mayor Errington: IF WE NEED TO WRITE A LETTER --
 10:59:25 >>David Willems: WELL, THEY'VE ALREADY TALKED ABOUT IT.
 10:59:28 I NEED TO TALK TO THEM AND SEE IF THEY HAVE COME TO A
 10:59:32 DECISION OR NOT.
 10:59:33 >>Mayor Errington: I THINK WHAT I'M HEARING HERE, TOO, IS
 10:59:34 WHAT WE TALKED ABOUT, THAT THE GOAL OF ESTERO IS TO BE
 10:59:38 BEAUTIFUL WITH LANDSCAPING AND TREES AND SHRUBBERY AND
 10:59:42 WHATEVER.
 10:59:43 SO WE'RE WORKING ON IT.
 10:59:47 SO MAYBE WE SHOULD PUT IN A REQUEST FOR THE C.I.P. TO BEGIN,
 10:59:52 BECAUSE THE PROCESS WILL START SOON FOR NEXT YEAR, IS TO
 10:59:55 MAKE SURE WE'RE LOADED UP WITH TREES AND PLANTS AND
 10:59:59 WHATEVER.
 11:00:01 LIKE I SAID TO SOMEONE, I THINK BOTH OF YOU THE OTHER DAY,
 11:00:05 IS THAT I WILL WRITE A LETTER, MAKE A CALL TO F.D.O.T. AND

11:00:09 SEE WHY WE CAN'T GET SOME TREES IN THE MEDIANS IN ESTERO
11:00:16 WHICH THEY DENIED US ON U.S. 41 BUT LET BONITA SPRINGS PLANT
11:00:23 THEM.
11:00:23 WE'LL GET AN ANSWER.
11:00:26 SO TREES MAKE A DIFFERENCE.
11:00:27 THANK YOU.
11:00:30 IS THAT IT?
11:00:31 THIS PARTY HAS TO COME TO AN END.
11:00:35 OKAY.
11:00:38 >> SO MOVED.
11:00:38 >>Mayor Errington: SO MOVED.
11:00:40 MOTION MADE AND SECONDED.
11:00:42

DISCLAIMER:

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

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

DRAFT MINUTES

VILLAGE COUNCIL MEETING

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

December 1, 2021, 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor Christopher Mueller Legacy Church.

PLEDGE OF ALLEGIANCE

Led by Councilmember Boesch.

ROLL CALL

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

Also present

Village Manager Steve Sarkozy, Village Attorney Derek Rooney, Finance Director Chris Phillips, Community Development Director Mary Gibbs, Public Works Director David Willems, Deputy Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

Motion by: Councilmember Wilson

Seconded by: Councilmember Ward

Action: Approved agenda.

Vote: (Roll Call)
Aye: Councilmembers Boesch, Fiesel, Ward, Wilson, Ribble,
Vice Mayor McLain, and Mayor Errington.

Nay:

Abstentions:

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

In-Person

Gary Israel, Stoneybrook

4. CONSENT AGENDA

(a) November 17, 2021, Council Meeting Minutes

Motion: Motion to approve the Consent Agenda.

Motion by: Councilmember Ribble

Seconded by: Councilmember Fiesel

Action: Approved the Consent Agenda.

Vote: (Roll Call)
Aye: Councilmembers Boesch, Fiesel, Wilson, Ward, Ribble, Vice
Mayor McLain, and Mayor Errington.

Nay:

Abstentions:

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None.

6. SECOND READING AND PUBLIC HEARING

(a) Code of Ordinances Second Reading and Public Hearing

Ordinance 2021-11 of the Village Council of the Village of Estero, Florida, Adopting and Enacting a New Code for the Village of Estero, Florida; Providing for the Repeal of Certain Ordinances Not Included Therein; Providing A Penalty for The Violation Thereof; Providing for the Manner of Amending Such Code; and Providing when such Code and this Ordinance Shall Become Effective.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Mary Gibbs, Community Development Director

Derek Rooney, Village Attorney

Council Questions or Comments

None.

Public Comment

None.

Motion: Motion to pass Ordinance 2021-11.

Motion by: Councilmember Fiesel

Seconded by: Councilmember Ward

Action: Passed Ordinance 2021-11.

Vote: (Roll Call)

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

Nay:

Abstentions:

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

8. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

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

9. VILLAGE ATTORNEY'S REPORT

Derek Rooney, Village Attorney

10. VILLAGE MANAGER'S REPORT

Steve Sarkozy, Village Manager

Adjourn Regular Session at 10:11 a.m. and Convene Workshop Items at 10:12 a.m.

11. WORKSHOP ITEMS

(a) Estero on the River Trail

Staff Presentation/Comments

Steve Sarkozy, Village Manager

David Willems, Public Works

Public Comments

None.

Council Questions or Comments

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

(b) Pelican Colony Blvd. & US 41 Traffic Signal

Staff Presentation/Comments

Steve Sarkozy, Village Manager
David Willems, Public Works

Public Comments

None.

Council Questions or Comments

Councilmember Ribble.

(c) FEMA Map Revisions

Staff Presentation/Comments

Steve Sarkozy, Village Manager
David Willems, Public Works

Public Comments

None.

Council Questions or Comments

Councilmembers Fiesel, Ward, and Vice Mayor Errington.

12. ADJOURNMENT at 10:52 am.

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: _____
Carol Sacco, Village Clerk

By: _____
Katy Errington, Mayor

(td/CS)

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
January 5, 2022

Agenda Item:

Financial Report for the month ended October 31, 2021.

Description:

This financial report provides details of operations for the month ending October 30, 2021, which is the first month of the 2021-2022 fiscal year. Activity year to date is trending as projected during the first quarter of the fiscal year.

- *Ad valorem (real estate) taxes:* As expected, there were no collections reported during the first month of the fiscal year.
- *General Fund:* State Revenue Sharing Sales Tax (9%) began strong this fiscal year, Half-Cent Sales Tax (0%), and State Revenue Sharing Fuel Tax (0%) as of the formulating this report had no revenues recorded.
- *Reserved Funds:* \$5,596,700 in operating reserve funds; \$670,000 in litigation deference reserve funds and \$148,000 in major road maintenance reserve funds.
- *Debt Reduction Funding:* \$7,480,646 has been allocated for Debt Reduction funding.
- *Available funds:* total funds categorized as available are \$36,181,279.

Action Requested:

Approve financial report.

Financial Impact:

There is no financial impact of this report.

Attachments:

1. October 31, 2021 Budget report



Village of Estero

Budget Report-All Funds
For the Month Ending October 2021

	Current Month	2021-2022	2021-2022	2021-2022	2021-2022	2020-2021
	<u>Actual</u>	<u>Actual</u>	<u>Original Budget</u>	<u>Budget Variance</u>	<u>Year to Date Percentage</u>	<u>Year to Date Actual</u>
Ad Valorem Taxes	-	-	5,281,886	(5,281,886)	0%	-
Local Communications Svcs Tax	-	-	878,542	(878,542)	0%	-
Local Business Tax	-	-	21,900	(21,900)	0%	-
Franchise Fees-Electric	-	-	2,130,400	(2,130,400)	0%	-
Franchise Fees-Solid Waste	-	-	161,100	(161,100)	0%	-
Rev Sharing Sales tax	53,839	53,839	601,500	(547,661)	9%	48,706
Mobile Home License	-	-	3,600	(3,600)	0%	33
Alcohol Beverage Tax	-	-	32,300	(32,300)	0%	-
Half Cent Sales Tax	-	-	3,021,473	(3,021,473)	0%	-
Fines & Forfeitures	-	-	500	(500)	0%	-
Interest Income	1	1	32,400	(32,399)	0%	4
Rental income	6,000	6,000	36,000	(30,000)	17%	3,000
Miscellaneous Revenue	-	-	25,000	(25,000)	0%	-
Administrative Fee	457	457	18,000	(17,543)	3%	823
Cost Recovery-Admin Charge	2,400	2,400	9,000	(6,600)	27%	-
Dev & Zoning-Fixed Fees	1,400	1,400	40,400	(39,000)	3%	4,230
Dev & Zoning-Cost Recovery Fee	6,125	6,125	43,800	(37,675)	14%	787
Planning-Miscellaneous Revenue	753,775	753,775	-	753,775	100%	3,748
Code Comp & Contractor License	-	-	6,300	(6,300)	0%	-
Local Option Gas Tax-1-6 Cent	-	-	531,529	(531,529)	0%	-
ROW Permits	-	-	1,500	(1,500)	0%	-
Rev Sharing-Fuel Tax	14,485	14,485	-	14,485	100%	14,230
FDOT US 41 Light Maintenance	-	-	122,100	(122,100)	0%	-
ARPA Funding	8,482,206	8,482,206	-	8,482,206	100%	-
Covid Cares-Covid	-	-	-	-	0%	-
WCIND Marine Patrol Revenue	-	-	11,900	(11,900)	0%	-
FEMA-Federal Share	-	-	121,300	(121,300)	0%	-
FEMA-State Share	-	-	-	-	0%	-
Total Revenues-General Fund	9,320,688	9,320,688	13,132,430	(3,811,742)	71%	75,561
Building Fees	83,442	83,442	1,042,200	(958,758)	8%	67,860
Surcharge Fee Retained	-	-	3,300	(3,300)	0%	-
Convenience Fee	3,109	3,109	15,000	(11,891)	21%	2,671
Interest income	-	-	1,000	(1,000)	0%	-
Total Revenues-Building Fee Fund	86,551	86,551	1,061,500	(974,949)	8%	70,531
Interest Income	-	-	10,000	(10,000)	0%	-
Proceeds from Sale of Asset	-	-	-	-	0%	-
Total Revenues-Debt Serv	-	-	10,000	(10,000)	0%	-
Local Option Gas Tax 1-5 Cent	-	-	387,933	(387,933)	0%	-
Interest Income-Gas Tax	-	-	-	-	0%	-
Lee Cty Funding-Estero Prkway	-	-	-	-	0%	-
Developer Contributions-Inters	53,695	53,695	132,000	(78,305)	41%	-
FDOT Funding-US 41 Landscaping	-	-	1,100,000	(1,100,000)	0%	-
Road Imp Fee-Residential	9,996	9,996	145,800	(135,804)	7%	19,992
Road Imp Fees-Commercial	-	-	145,800	(145,800)	0%	-
Park Imp Fees-Residential	1,535	1,535	43,800	(42,265)	4%	3,070
Park Imp Fee-Commercial	-	-	80,200	(80,200)	0%	-
Interest Income-Rd Impact	1	1	42,000	(41,999)	0%	2
Interest Income-Com Prk Impact	-	-	-	-	0%	-
Interest Inc-Com Prk Contri	-	-	-	-	0%	-
Interest Inc-Public Land	-	-	-	-	0%	-

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Village of Estero

Budget Report-All Funds
For the Month Ending October 2021

	Current Month	2021-2022	2021-2022	2021-2022	2021-2022	2020-2021
	<u>Actual</u>	<u>Actual</u>	<u>Original Budget</u>	<u>Budget Variance</u>	<u>Year to Date Percentage</u>	<u>Year to Date Actual</u>
Interest Income-Park Imp	-	-	-	-	0%	-
Interest Income-Park Imp	-	-	-	-	2%	-
Total Revenues-Capital Projects Fund	65,227	65,227	2,077,533	(2,012,306)	3%	23,064
Total Revenues-All Funds	9,472,466	9,472,466	16,281,463	(6,808,997)	58%	169,156
Debt Serv Fd Trans from Gen Fd	2,515,197	2,515,197	2,515,800	(603)	100%	2,515,197
Proceeds from Debt Issue	-	-	-	-	0%	-
Cap Projects Trans from Gen Fd	-	-	4,447,800	(4,447,800)	0%	-
Cap Project Trans fromDebtServ	-	-	-	-	0%	-
Total Revenues and Other Financing Sources-All Funds	11,987,663	11,987,663	23,245,063	(11,257,400)	52%	2,684,353
Executive Salaries	10,356	10,356	124,300	113,944	8%	10,356
FICA Taxes	792	792	9,600	8,808	8%	792
Workers Comp	-	-	300	300	0%	-
Unemployment Comp	51	51	2,000	1,949	3%	87
Travel and Per Diem	-	-	22,000	22,000	0%	-
Books Pub & Memberships	1,942	1,942	5,000	3,058	39%	4,796
Training	(150)	(150)	2,000	2,150	-8%	-
<i>Total Village Council</i>	<i>12,992</i>	<i>12,992</i>	<i>165,200</i>	<i>152,208</i>	<i>8%</i>	<i>16,032</i>
Executive Salary	9,340	9,340	205,000	195,660	5%	9,834
Car Allowance	336	336	7,200	6,864	5%	356
Regular Salaries & Wages	5,108	5,108	137,100	131,992	4%	7,863
FICA Taxes	515	515	26,200	25,685	2%	734
Retirement Contributions	1,378	1,378	36,000	34,622	4%	1,858
Group Insurance	6,092	6,092	69,900	63,808	9%	13,470
Worker's Compensation	-	-	800	800	0%	-
Unemployment Comp	23	23	1,200	1,177	2%	41
Miscellaneous Professional Srv	-	-	75,000	75,000	0%	-
Contractual Srvs-Adm Assist	-	-	-	-	0%	-
Communication Services	2,625	2,625	32,760	30,135	8%	2,625
Miscellaneous Contractual Srvs	-	-	35,000	35,000	0%	-
Travel & Per Diem	-	-	12,000	12,000	0%	-
Public Relations	750	750	15,000	14,250	5%	750
Books Pub & Memberships	600	600	3,000	2,400	20%	360
Training	-	-	4,000	4,000	0%	-
<i>Total Village Manager</i>	<i>26,766</i>	<i>26,766</i>	<i>660,160</i>	<i>633,394</i>	<i>4%</i>	<i>37,892</i>
Village Attorney	-	-	200,000	200,000	0%	-
Land Use Legal	-	-	85,000	85,000	0%	(4,860)
Comprehensive Plan Legal	-	-	15,000	15,000	0%	-
Code Enforcement Legal	-	-	12,000	12,000	0%	-
Land Dev Code Legal	-	-	15,000	15,000	0%	(677)
Other Special Legal	-	-	-	-	0%	-
<i>Total Village Attorney</i>	<i>-</i>	<i>-</i>	<i>327,000</i>	<i>327,000</i>	<i>0%</i>	<i>(5,536)</i>
Regular Salaries & Wages	1,685	1,685	121,000	119,315	1%	1,773
FICA Taxes	129	129	9,300	9,171	1%	136
Retirement Contributions	-	-	12,800	12,800	0%	-
Group Insurance	-	-	8,300	8,300	0%	-
Worker's Compensation	-	-	300	300	0%	-
Unemployment Compensation	15	15	600	585	3%	28



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

	Current Month	2021-2022	2021-2022	2021-2022	2021-2022	2020-2021
	<u>Actual</u>	<u>Actual</u>	<u>Original Budget</u>	<u>Budget Variance</u>	<u>Year to Date Percentage</u>	<u>Year to Date Actual</u>
Codification	-	-	-	-	0%	-
Election Services	-	-	-	-	0%	-
Travel & Per Diem	-	-	1,000	1,000	0%	-
Legal Notices	-	-	5,000	5,000	0%	-
Book, Pub & Membership	-	-	500	500	0%	-
Training	-	-	100	100	0%	-
<i>Total Village Clerk</i>	<u>1,829</u>	<u>1,829</u>	<u>158,900</u>	<u>157,071</u>	<u>1%</u>	<u>1,936</u>
Regular Salaries & Wages	11,874	11,874	275,800	263,926	4%	13,318
FICA Taxes	908	908	21,100	20,192	4%	1,007
Retirement Contributions	579	579	29,000	28,421	2%	626
Group Insurance	1,308	1,308	26,100	24,792	5%	3,766
Worker's Compensation	-	-	600	600	0%	-
Unemployment Compensation	28	28	1,100	1,072	3%	51
Accounting Services	-	-	5,000	5,000	0%	-
Auditing & Actuarial Services	-	-	49,000	49,000	0%	-
Books, Publications & Members	-	-	586	586	0%	-
	-	-	-	-	37%	-
	-	-	-	-	0%	-
<i>Total Finance</i>	<u>14,697</u>	<u>14,697</u>	<u>408,286</u>	<u>393,589</u>	<u>4%</u>	<u>18,767</u>
Regular Salaries & Wages	11,229	11,229	154,200	142,971	7%	10,750
FICA Taxes	844	844	11,800	10,956	7%	664
Retirement Contributions	1,519	1,519	16,200	14,681	9%	953
Group Insurance	5,048	5,048	26,700	21,652	19%	4,397
Worker's Compensation	-	-	1,900	1,900	0%	-
Unemployment Compensation	23	23	500	477	5%	43
Land Development Code	7,301	7,301	40,000	32,699	18%	-
Comp Plan/Land Dev Regulations	-	-	30,000	30,000	0%	-
Growth Model Srvs	-	-	10,000	10,000	0%	-
Development Srvs Manager	-	-	40,000	40,000	0%	-
Misc Professional Services	-	-	65,000	65,000	0%	-
Economic Development	-	-	60,000	60,000	0%	-
Travel & Per Diem	-	-	2,000	2,000	0%	-
Legal Notices-Plan & Zoning	-	-	6,000	6,000	0%	-
Books, Pub & Memberships	547	547	10,000	9,453	5%	547
Training	-	-	600	600	0%	-
<i>Total Development Services</i>	<u>26,511</u>	<u>26,511</u>	<u>587,400</u>	<u>560,889</u>	<u>5%</u>	<u>17,354</u>
Cost Recovery-Wages	5,703	5,703	228,300	222,597	2%	1,171
Cost Recovery FICA Taxes	423	423	17,500	17,077	2%	65
Retirement Contributions	-	-	24,000	24,000	0%	-
Insurance	-	-	6,200	6,200	0%	-
Cost Recovery Worker's Comp	-	-	6,200	6,200	0%	-
Cost Recovery Unemploy Comp	-	-	1,600	1,600	0%	-
Cost Recovery Prof Services	-	-	17,518	17,518	0%	(450)
Planning & Zoning-Fixed Fee	-	-	364,000	364,000	0%	-
Filling Fees and Charges	-	-	-	-	0%	-
<i>Planning, Zoning and Development Review Services</i>	<u>6,125</u>	<u>6,125</u>	<u>665,318</u>	<u>659,193</u>	<u>1%</u>	<u>787</u>
Regular Salaries & Wages	-	-	36,300	36,300	0%	-
FICA Taxes	-	-	2,800	2,800	0%	-
Retirement Contributions	-	-	3,800	3,800	0%	-



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

	Current Month	2021-2022	2021-2022	2021-2022	2021-2022	2020-2021
	<u>Actual</u>	<u>Actual</u>	<u>Original Budget</u>	<u>Variance</u>	<u>Percentage</u>	<u>Actual</u>
Insurance	-	-	6,200	6,200	0%	-
Workers Compensation	-	-	500	500	0%	-
Unemployment Compensation	-	-	300	300	0%	-
Special Magistrate Svcs	-	-	16,000	16,000	0%	-
Code Compliance Contract Svcs	-	-	160,160	160,160	0%	-
Other Chrges-Filing Fees	-	-	1,200	1,200	0%	-
<i>Total Code Compliance Services</i>	-	-	227,260	227,260	0%	-
Lee Cty Animal Control Svcs	-	-	38,000	38,000	0%	-
<i>Total Animal Control</i>	-	-	38,000	38,000	0%	-
Regular Salaries & Wages	-	-	87,800	87,800	0%	-
FICA Taxes	-	-	6,700	6,700	0%	-
Retirement Contributions	-	-	9,200	9,200	0%	-
Insurance	-	-	19,400	19,400	0%	-
Workers Compensation	-	-	2,600	2,600	0%	-
Unemployment Compensation	-	-	300	300	0%	-
Flood Plain-Com Rating System	-	-	150,000	150,000	0%	-
NPDES Compliance	-	-	10,000	10,000	0%	-
Water Level & Quality Monitor	-	-	130,000	130,000	0%	-
Estero River Sediment Analysis	-	-	30,000	30,000	0%	-
Community Monitoring	-	-	20,000	20,000	0%	-
Miscellaneous Stormwater Maint	-	-	300,000	300,000	0%	-
Estero River Maintenance	-	-	-	-	0%	-
Miscellaneous Stormwater Maint	-	-	-	-	0%	-
<i>Total Public Works/ Physical Environment</i>	-	-	771,000	771,000	0%	-
Regular Salaries & Wages	-	-	79,800	79,800	0%	-
Public Works Wages	7,843	7,843	-	(7,843)	100%	8,293
FICA Taxes	571	571	6,100	5,529	9%	606
Retirement Contribution	611	611	8,400	7,789	7%	643
Group Insurance	3,071	3,071	19,400	16,329	16%	5,605
Worker's Compensation	-	-	2,600	2,600	0%	-
Unemployment Compensation	15	15	300	285	5%	41
Traffic Counts	-	-	16,500	16,500	0%	-
Misc Professional Services	-	-	60,000	60,000	0%	-
Misc Engineering Srvc	-	-	-	-	0%	-
Misc Construction Services	-	-	60,000	60,000	0%	-
Bridge Maintenance	-	-	10,000	10,000	0%	-
Irrigation Maintenance	-	-	-	-	0%	-
Landscape Maintenance	-	-	152,500	152,500	0%	-
Mowing Maintenance	-	-	-	-	0%	-
Ditch Maintenance	-	-	-	-	0%	-
Street Light Maintenance	-	-	80,400	80,400	0%	-
Street Sweeping Services	-	-	22,000	22,000	0%	-
Traffic Sign Maintenance	-	-	5,000	5,000	0%	-
Traffic Signal Maintenance	1,285	1,285	-	(1,285)	100%	1,251
Right-of-Way Permit Review	-	-	20,000	20,000	0%	-
Railroad Maintenance	-	-	18,000	18,000	0%	-
Misc Traffic Safety Projects	-	-	-	-	0%	-
Misc Landscape Projects	-	-	-	-	0%	-



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

	Current Month	2021-2022	2021-2022	2021-2022	2021-2022	2020-2021
	<u>Actual</u>	<u>Actual</u>	<u>Original Budget</u>	<u>Budget Variance</u>	<u>Year to Date Percentage</u>	<u>Year to Date Actual</u>
Sandy Lane Bridge Maint/Access	-	-	-	-	0%	-
Resurf/Drainage-Poinciana Trail	-	-	-	-	0%	-
Road Maintenance	360	360	250,000	249,640	0%	-
US41 Traffic Signal Maint	-	-	30,000	30,000	0%	-
US41 Landscape Maint	-	-	333,026	333,026	0%	-
Estero Parkway Landscape Maint	-	-	364,856	364,856	0%	-
Travel	-	-	5,000	5,000	0%	-
Communications	-	-	500	500	0%	-
Utilities	242	242	35,270	35,028	1%	188
Equipment & leases	242	242	2,500	2,258	10%	182
Street Light Insurance	-	-	16,500	16,500	0%	-
Operating Supplies	60	60	3,000	2,940	2%	-
Books, Publications & Members	800	800	1,500	700	53%	-
<i>Total Public Works/ Transportation</i>	<i>15,100</i>	<i>15,100</i>	<i>1,605,152</i>	<i>1,590,052</i>	<i>1%</i>	<i>16,811</i>
Webmaster Srvs & Maintenance	-	-	9,000	9,000	0%	-
Software Licensing	141	141	30,000	29,859	0%	-
Information Technology Srvs	-	-	130,000	130,000	0%	-
Audio Visual Services	-	-	46,000	46,000	0%	-
Small tools & equipment	-	-	13,800	13,800	0%	-
Capital Outlay	-	-	-	-	0%	-
<i>Total Information Technology</i>	<i>141</i>	<i>141</i>	<i>228,800</i>	<i>228,659</i>	<i>0%</i>	<i>-</i>
Lee Cty Law Enforcement	-	-	10,000	10,000	0%	192
<i>Total Law Enforcement/ Security</i>	<i>-</i>	<i>-</i>	<i>10,000</i>	<i>10,000</i>	<i>0%</i>	<i>192</i>
Parks Master Plan	-	-	-	-	0%	-
YMCA Operating Agreement	5,140	5,140	63,000	57,860	8%	5,990
Utilities	331	331	6,000	5,669	6%	304
Equipment Rent & Leases	-	-	1,100	1,100	0%	-
Repairs & Maint	-	-	20,000	20,000	0%	-
<i>Total Parks & Recreation</i>	<i>5,471</i>	<i>5,471</i>	<i>90,100</i>	<i>84,629</i>	<i>6%</i>	<i>6,294</i>
Lobbying Services	-	-	100,000	100,000	0%	-
State Administrative Fees	17	17	9,500	9,483	0%	-
Tax Collector Fees	0	0	3,750	3,750	0%	1,850
Audio Visual Services	-	-	-	-	0%	-
Misc Contractual Srvs	-	-	250,000	250,000	0%	-
Communications	-	-	5,000	5,000	0%	-
Freight & Postage	-	-	3,500	3,500	0%	228
Utilities	1,481	1,481	17,500	16,019	8%	1,377
Equipment Rental & Leases	397	397	10,000	9,603	4%	163
Office Lease-Corkscrew Palms	19,104	19,104	257,400	238,296	7%	19,192
Insurance	-	-	78,700	78,700	0%	-
Repairs & Maintenance	-	-	20,000	20,000	0%	550
Printing	-	-	1,500	1,500	0%	-
Contingency	-	-	154,200	154,200	0%	-
Office Supplies	205	205	6,500	6,295	3%	226
Operating Supplies	523	523	11,000	10,477	5%	12
Books Pub & Membership	-	-	2,000	2,000	0%	-
Capital Outlay	-	-	-	-	0%	-
<i>Total General Government</i>	<i>21,728</i>	<i>21,728</i>	<i>930,550</i>	<i>908,822</i>	<i>2%</i>	<i>23,598</i>



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

	Current Month	2021-2022	2021-2022	2021-2022	2021-2022	2020-2021
	<u>Actual</u>	<u>Actual</u>	<u>Original Budget</u>	<u>Budget Variance</u>	<u>Year to Date Percentage</u>	<u>Year to Date Actual</u>
Covid Contractual Expenditures	-	-	-	-	0%	-
Repair and Maintenance	-	-	-	-	0%	-
Covid Supplies	-	-	-	-	0%	-
Capital Outlay	-	-	-	-	0%	-
<i>Total COVID</i>	-	-	-	-	0%	-
Lee Cty Marine Patrol	-	-	43,860	43,860	0%	-
<i>Total Lee County Marine Patrol</i>	-	-	43,860	43,860	0%	-
	-	-	-	-	0%	-
Disaster Preparedness Services	-	-	10,000	10,000	0%	-
<i>Total Hurricane Irma</i>	-	-	10,000	10,000	0%	-
Total Expenditures-General Fund	131,361	131,361	6,926,986	6,795,625	2%	134,127
Regular Salaries & Wages	-	-	12,100	12,100	0%	-
FICA Taxes	-	-	1,000	1,000	0%	-
Retirement Contributions	-	-	1,300	1,300	0%	-
Insurance	-	-	6,200	6,200	0%	-
Workers Compensation	-	-	500	500	0%	-
Unemployment Compensation	-	-	200	200	0%	-
Building Service Contract	-	-	954,100	954,100	0%	-
Laserfiche Software	-	-	8,100	8,100	0%	-
Building IT Contract Services	-	-	5,300	5,300	0%	-
Records Imaging Services	-	-	-	-	0%	-
Inkforce Software	-	-	15,300	15,300	0%	-
Communications	-	-	1,400	1,400	0%	-
Freight & Postage	-	-	600	600	0%	72
Utilities	238	238	3,000	2,762	8%	272
Equipment Lease	262	262	-	(262)	100%	425
Office Lease-Corkscrew Palms	3,913	3,913	-	(3,913)	100%	3,931
Repairs & Maintenance	-	-	-	-	0%	-
Credit Card Fees	3,526	3,526	-	(3,526)	100%	2,830
Office Supplies	29	29	-	(29)	100%	89
Operating Supplies	1,458	1,458	4,800	3,342	30%	-
Capital outlay	-	-	211,530	211,530	0%	-
Total Expenditures-Building Fee Fund	9,426	9,426	1,225,430	1,216,004	1%	7,619
Principal Payments	-	-	697,344	697,344	0%	-
Interest Expense	339,019	339,019	678,485	339,466	50%	367,928
Total Expenditures-Debt Service	339,019	339,019	1,375,829	1,036,810	25%	367,928
Estero Parkway Improvements	-	-	360,000	360,000	0%	-
River Ranch Rd Improvements	-	-	4,977,800	4,977,800	0%	-
Corkscrew Rd Widening	-	-	4,426,000	4,426,000	0%	-
Bridge Maintenance	-	-	400,000	400,000	0%	-
Williams Rd Widening	-	-	867,500	867,500	0%	-
	-	-	-	-	0%	-
	-	-	-	-	0%	-
	-	-	-	-	0%	-
<i>Total Roadway Projects</i>	-	-	11,031,300	11,031,300	0%	-
Corkscrew Rd Signal-Puente Ln	-	-	-	-	0%	-
Williams Rd Intersection Impro	-	-	-	-	0%	-



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

	Current Month	2021-2022 Year to Date	2021-2022 Original Budget	2021-2022 Budget Variance	2021-2022 Year to Date Percentage	2020-2021 Year to Date
	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Percentage</u>	<u>Actual</u>
Williams Rd High School Turn	-	-	-	-	0%	-
US41 Pelican Colony Signal	-	-	132,000	132,000	0%	-
Corkscrew Rd Woodland Inters	-	-	57,200	57,200	0%	-
<i>Total Intersection Improve Proj</i>	-	-	189,200	189,200	0%	-
Coconut Rd Crosswalks	-	-	177,800	177,800	0%	-
Williams Rd Bike/Sidewalks	-	-	2,213,700	2,213,700	0%	-
Intersect Safety Improv Study	-	-	110,000	110,000	0%	-
Sandy Ln Bike-Ped Improv	-	-	207,000	207,000	0%	-
Broadway E Shared Use Path	-	-	134,400	134,400	0%	-
Broadway W Bus Stop Improv	-	-	-	-	0%	-
<i>Total Bicycle & Ped Improv Proj</i>	-	-	2,842,900	2,842,900	0%	-
US 41 FDOT Landscape	-	-	-	-	0%	-
US 41 Landscaping Enhancement	-	-	-	-	0%	-
Via Coconut Pt Landscap Improv	-	-	-	-	0%	-
Ben Hill Griff Pkwy Landsc Imp	-	-	-	-	0%	-
I-75 Interchange Landscaping	-	-	-	-	0%	-
Landscaping Misc	-	-	3,706,000	3,706,000	0%	-
Ben Hill Griff Pkwy Landsc Imp	-	-	-	-	43%	-
I-75 Interchange Landscaping	-	-	-	-	15%	-
Williams Rd Landscape Improv	-	-	-	-	0%	-
<i>Total Landscaping & Beauti Proj</i>	-	-	3,706,000	3,706,000	0%	-
Park Capital Projects	-	-	-	-	0%	-
Estero on River Master Plan	-	-	252,000	252,000	0%	-
Estero Com Prk Master Plan	-	-	150,000	150,000	0%	-
Estero Com Prk Expansion	-	-	738,000	738,000	0%	-
<i>Total Parks & Recreation Proj</i>	-	-	1,140,000	1,140,000	0%	-
Estero River N Brnch Drainage	-	-	-	-	0%	-
Dry Crk Bed Sediment Removal	-	-	150,000	150,000	0%	-
Villages of Country Creek Bypas	-	-	192,000	192,000	0%	-
Estero Rvr Sediment Removal	-	-	30,000	30,000	0%	-
Stormwater Misc	-	-	324,000	324,000	0%	-
<i>Total Stormwater Projects</i>	-	-	696,000	696,000	0%	-
Land Purchase-Estero on River	-	-	-	-	0%	-
Williams Road Property-Church	-	-	-	-	0%	-
<i>Total Land Acquisitions</i>	-	-	-	-	0%	-
Total Expenditures-Capital Project Fund	-	-	19,605,400	19,605,400	0%	-
Total Expenditures-All Funds	479,805	479,805	29,133,645	28,653,840	2%	509,674
Gen Fd Trans to Debt Service	2,515,197	2,515,197	2,515,800	603	100%	2,515,197
Gen Fd Trans to Cap Projects	-	-	4,447,800	4,447,800	0%	-
Debt Serv Trans to Cap Projects	-	-	-	-	0%	-
CIP Tran from Gas Tax-300-000	-	-	-	-	0%	-
CIP Tran from Rd Imp 300-990	-	-	-	-	0%	-
CIP Tran from ComPrkIF 300-991	-	-	-	-	0%	-



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

	Current Month	2021-2022	2021-2022	2021-2022	2021-2022	2020-2021
	<u>Actual</u>	<u>Actual</u>	<u>Original Budget</u>	<u>Budget Variance</u>	<u>Year to Date Percentage</u>	<u>Year to Date Actual</u>
CIP Tran from RegPrkIF 300-992	-	-	-	-	0%	-
CIP Tran from PubLand- 300-994	-	-	-	-	0%	-
CIP Tran from Park IF 300-995	-	-	-	-	0%	-
Gas Tax Trans to CIP-300-266	-	-	-	-	0%	-
Rd Imp Fee Trans to CIP-300-990	-	-	-	-	0%	-
ComPrk Imp Fee Tran to CIP-991	-	-	-	-	0%	-
RegPrk Imp Fee Tran to CIP-992	-	-	-	-	0%	-
PubLand BonusDen TrantoCIP-994	-	-	-	-	0%	-
Park Imp Fee Tran to CIP-995	-	-	-	-	0%	-
Total Expenditures and Other Financing						
Uses-All Funds	2,995,002	2,995,002	36,097,245	33,102,243	8%	3,024,872
Excess Revenue over Expenditures	8,992,661	8,992,661	(12,852,182)	21,844,843		(340,519)
Estimated Prior Year Surplus		41,083,964	32,634,850	8,449,114		36,048,104
Fund Balance		50,076,625	19,782,668	30,293,957		35,707,585

Village of Estero

	<u>Actual</u>	<u>Year to Date</u>	<u>Bud Amend-</u>	<u>Budget</u>	<u>Year to</u>	<u>Year to Date</u>
General Fund						
Revenues	9,320,688	9,320,688	13,132,430	(3,811,742)	71%	75,561
Expenditures	131,361	131,361	6,926,986	6,795,625	2%	134,127
Operating Excess (deficit)	9,189,327	9,189,327	6,205,444	2,983,883		(58,566)
Transfers out to Debt Service	(2,515,197)	(2,515,197)	(2,515,800)	603	100%	(2,515,197)
Transfers out to Capital Projects	-	-	(4,447,800)	4,447,800	0%	-
Operating Excess (deficit)	6,674,130	6,674,130	(758,156)	7,432,286		(2,573,764)
Building Fee Fund						
Revenues	86,551	86,551	1,061,500	(974,949)	8%	70,531
Expenditures	9,426	9,426	1,225,430	1,216,004	1%	7,619
Operating Excess (deficit)	77,125	77,125	(163,930)	241,055		62,912
Debt Service Fund						

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Village of Estero

Budget Report-All Funds
For the Month Ending October 2021

	Current Month	2021-2022 Year to Date	2021-2022 Original Budget	2021-2022 Budget Variance	2021-2022 Year to Date Percentage	2020-2021 Year to Date Actual
Revenues	<u>Actual</u> -	<u>Actual</u> -	10,000	(10,000)	0%	-
Expenditures	339,019	339,019	1,375,829	1,036,810	25%	367,928
Operating Excess (deficit)	(339,019)	(339,019)	(1,365,829)	1,026,810		(367,928)
Debt Service Proceeds	-	-	-	-	0%	-
Transfers in from General Fund	2,515,197	2,515,197	2,515,800	(603)	100%	2,515,197
Transfers out to Capital Projects	-	-	-	-	0%	-
Operating Excess (deficit)	<u>2,176,179</u>	<u>2,176,179</u>	<u>1,149,971</u>	<u>1,026,208</u>		<u>2,147,269</u>
Capital Projects Fund						
Revenues	65,227	65,227	2,077,533	(2,012,306)	3%	23,064
Expenditures	-	-	19,605,400	19,605,400	0%	-
Operating Excess (deficit)	65,227	65,227	(17,527,867)	17,593,094		23,064
Transfers in from Other Funds	-	-	4,447,800	(4,447,800)	0%	-
Operating Excess (deficit)	<u>65,227</u>	<u>65,227</u>	<u>(13,080,067)</u>	<u>13,145,294</u>		<u>23,064</u>

Reserved and Available Funds Report

General Fund Reserves	\$ 5,596,700
Litigation Defense Reserve	670,000
Major Road Maintenance Reserve	148,000
Debt Reduction	7,480,646
Total Reserved Funds	<u>\$ 13,895,346</u>

General Fund Capital Projects	\$ 23,580,138
Building Fee Fund	766,911
Gas Tax Capital Projects	1,763,811
Developer Contribution	386,458
Road Impact Fees	8,862,966
Community Park Impact Fees	107,710
Regional Park Impact Fees	-
Estero Park Entry Contribution	101,009
Park Imp Fees	469,141
Public Land Purchase	143,135
Total Available Funds	<u>\$ 36,181,279</u>

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
January 5, 2022

Agenda Item:

Modification to Paid Time Off (PTO) Accrual Policy for fiscal years 2020-2021 and 2021-2022.

Resolution No. 2022-01 Amending Ordinance No. 2016-09 Adopting Personnel Policies; and Providing an Effective Date.

Description:

For fiscal year 2021-2022, as the result of continuing impacts of COVID-19, staff have been unable to take time off as provided in personnel policies; therefore, an additional pay out to Directors and the Executive Assistant of up to a total of one hundred sixty (160) hours of unused PTO will be allowed for the fiscal years 2020-2021 and 2021-2022 only.

Under the current policy, staff must take all accrued PTO or any unused PTO is "lost" on September 30th of each year with the exception of Directors and the Executive Assistant.

Action Requested:

Adopt Resolution No. 2022-01.

Financial Impacts:

The maximum annual cost would be approximately \$33,000 in wages and taxes if the additional 80 hours of PTO for Directors and the Executive Assistant are converted.

Attachments:

1. Resolution No. 2022-01

VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2022- 01

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF ESTERO, FLORIDA, AMENDING
RESOLUTION NO. 2021-16 ADOPTING PERSONNEL
POLICIES; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Ordinance No. 2016-06 establishes the content of and methods for adoption, amendment and revisions to Personnel Policies; and

WHEREAS, Ordinance No. 2016-09 was adopted on June 1, 2016 and amended by Resolution No. 2016-36 on November 16, 2016; and amended by Resolution No. 2019-14 on September 4, 2019; and amended by Resolution No. 2020-17 on September 9, 2020; and amended by Resolution No. 2021-16 on September 22, 2021; and

WHEREAS, the Village Council hereby amends the Personnel Policies in appreciation of staff efforts during the COVID Crisis to maintain a continuous commitment to high quality service to the community, to allow for additional pay out to Directors and the Executive Assistant of up to a total of one hundred sixty (160) hours in lieu of accrued unused Paid Time Off (PTO) for the fiscal years 2020-2021 and 2021-2022 only.

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

Section 1. Resolution No. 2021-16 amends Section 3-03 PTO item A.2. as follows:

“For fiscal year 2021-2022, as the result of continuing impacts of COVID-19, staff have been unable to take time off as provided in personnel policies; therefore, an additional pay out to Directors and the Executive Assistant of up to a total of one hundred sixty (160) hours of unused PTO will be allowed for the fiscal years 2020-2021 and 2021-2022 only.”

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

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 5th day of January, 2022.

Attest:

VILLAGE OF ESTERO, FLORIDA

By: _____
Carol Sacco, Village Clerk

By: _____
Katy Errington, Mayor

46
47 Reviewed for legal sufficiency:
48
49
50 By: _____
51 Burt Saunders, Esq., Village Attorney

Resolution No. 2022-01

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AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
January 5, 2022

Agenda Item:

Estero Parkway Landscape Maintenance Contract

Description:

The Village of Estero contracts with private landscape maintenance companies to perform roadway landscape maintenance activities. The Village advertised the competitive bid for annual mowing, landscape, and irrigation maintenance (RFB-2021-01) for all Village owned and maintained roads (including US 41 and Estero Parkway) on November 23, 2020 and received bids on December 22, 2020. On January 20, 2021 Council approved the bid and authorized the Village to execute a contract with the low bidder P&T Lawn and Tractor Service, Inc. for the mowing of all Village owned and maintained roadways, except US 41 and Estero Parkway.

On July 7, 2021 Village Council approved adding US 41 to this maintenance contract at a cost of \$260,854.20.

Estero Parkway is currently in the maintenance period of a previously approved construction contract where the contractor that installed the landscape material is required to maintain the landscaping for 1-year after construction is complete. Council requested staff bring back the contract for the maintenance of Estero Parkway when it is needed.

The Estero Parkway landscaping will be maintained by the construction contractor through approximately January 22, 2022.

Staff is proposing to add the Estero Parkway landscaping maintenance to the current P&T Mowing, Landscape and Irrigation Maintenance Contract EC 2021-04 at the rates included in their original bid under RFB 2021-01.

Attached are copies of the proposed Amendment Two to Contract No. EC2021-04 along with the original bid, additional services (empty trash receptacles) and a project location map.

Action Requested:

Approve award of Request for Bid No. RFB 2021-01, Mowing, Landscape, and Irrigation Maintenance for the Village of Estero to P & T Lawn and Tractor Service, Inc. to provide mowing, landscape, and irrigation maintenance services Estero Parkway Landscaping as provided in the contract for a one-year period, at a rate of \$358,276.00 per year. Authorize the Village Manager to renegotiate and execute the renewal of this contract for three additional one year terms under the same terms and conditions, if doing so is in the best interest of the Village of Estero.

Approve a contingency fund amount of \$ 71,700 (20% contingency) to cover unforeseen circumstances which may occur. This will include repairs of the irrigation system and replacement of plant material, as needed.

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

Financial Impact:

The financial impact of the proposed contract is approximately \$ 429,931 (bid plus 20% contingency) per year.

The Village is approximately four months into Fiscal Year 2020-2021. For Fiscal Year 2021-2022 Estero Parkway maintenance was estimated to cost \$364,856. For the remaining eight months in Fiscal Year 2021-2022 maintenance costs are expected to be \$289,700.

Attachments:

1. Location Map
2. Amendment Two to Contract No. EC 2021-04
3. P & T Lawn and Tractor Service, Inc. Bid
4. P & T Lawn and Tractor Services, Inc. Additional Services



AMENDMENT TWO TO CONTRACT NO. EC 2021-04

THIS AMENDMENT, is made to Contract No. EC 2021-04 and is effective this ____ day of _____ 2021 by and between the Village of Estero, a municipal corporation of the State of Florida, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, hereinafter referred to as the "Village", and P & T Lawn and Tractor Service, Inc., whose address is 15980 Old Olga Road, Alva, FL 33920.

WITNESSETH

US 41 MEDIANS LANDSCAPE MAINTENANCE (AS PER THE ATTACHED PRICING), is added to the contract and shall become, as applicable, enforceable and effective as if it were a part of the original contract documents.

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

P & T Lawn and Tractor Service, Inc.

WITNESSES:

Signed By: _____	Signed by: _____
Print Name: _____	Print Name: _____
Date: _____	Title: _____
Signed By: _____	Date: _____
Print Name: _____	
Date: _____	

VILLAGE OF ESTERO

ATTEST:	By: _____
	Steve Sarkozy, Village Manager
	Date: _____
By: _____	
Carol Sacco, Village Clerk	

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Burt Saunders, Village Attorney

ESTERO PARKWAY LANDSCAPE MAINTENANCE (US 41 TO THREE OAKS PARKWAY):

LANDSCAPE MAINTENANCE (SHRUBS), MOWING & EDGING:

\$ 18,469.00 PER MONTH TOTAL X 12 MONTHS = \$ 221,628.00 TOTAL

MULCHING (FURNISH & INSTALL):

\$ 13,600.00 PER EVENT X 2 EVENTS PER YEAR = \$ 27,200.00 TOTAL

PALM PRUNING/TREE TRIMMING:

\$ 12.73 PER TREE/PER OCCURRENCE X 1400 TREES X 4 EVENTS PER YEAR =\$ 71,288.00 TOTAL

WET CHECKS:

\$ 2,390.00 PER MONTH X 12 = \$ 28,680.00 TOTAL

ROUTINE IRRIGATION MAINTENANCE – AS SPECIFIED HEREIN

AREA: ESTERO PARKWAY FROM US 41 TO THREE OAKS PARKWAY

COST: \$ 6,600 ANNUAL COST PER YEAR*

*ANNUAL COST PER YEAR IS BASED ON A SIX (6) WEEK CYCLE FROM MAY TO OCTOBER APPROXIMATELY FOUR (4) TIMES AND A MONTHLY CYCLE FROM NOVEMBER THROUGH APRIL.

*ANY PARTS/COMPONENTS, OTHER THAN INCIDENTAL HARDWARE, THAT IS REQUIRED TO ACCOMPLISH A REPAIR, WILL BE COMPENSATED AT THE RATE OF 115% OF THE DOCUMENTED AWARDED VENDOR'S COST.

TOTAL – ALL SERVICES FOR ESTERO PARKWAY: \$ 355,396.00**ADDITIONAL SERVICES:**

EMPTY TRASH RECEPTACLES TWICE PER MONTH:

\$ 240.00 PER MONTH X 12 MONTHS = \$ 2,880.00 TOTALGRAND TOTAL: \$ 358,276.00

Bid No.: RFB 2021-01

VILLAGE OF ESTERO, FLORIDA
PROPOSAL QUOTE FORM
FOR ANNUAL MOWING, LANDSCAPE MAINTENANCE & IRRIGATION MAINTENANCE
(STEP TWO – PRICING)

DATE SUBMITTED: December 22, 2020VENDOR NAME: P & T Lawn and Tractor Service, Inc.TO: The Village of Estero
Estero, Florida

Having carefully examined the "General Provisions", and the "Special Provisions", all of which are contained in the Contract Documents, the Undersigned proposes to furnish the following which meets these specifications:

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE VILLAGE OF ESTERO WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE VILLAGE WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges
receipt of Addenda numbers: 1 (one)

GRAND TOTAL ANNUAL COST – ALL SERVICES: \$ 743,325.20

MOWING:

MOWING, EDGING, TREE TRIMMING & DEBRIS PICK UP:

COSTS Per Cycle:

Armada Court:	\$ 325.00 per cycle
Broadway Avenue West:	\$ 325.00 per cycle
Broadway Avenue East:	\$ 325.00 per cycle
Coconut Road:	\$ 325.00 per cycle
Coralee Avenue:	\$ 325.00 per cycle
County Road:	\$ 325.00 per cycle
Highlands Road:	\$ 325.00 per cycle
River Ranch Road:	\$ 325.00 per cycle
Sandy Lane:	\$ 325.00 per cycle
See See Street:	\$ 325.00 per cycle
Trailside Drive:	\$ 325.00 per cycle
Via Coconut Point:	\$ 325.00 per cycle
Williams Road:	\$ 325.00 per cycle
20721 & 20810 Highlands:	\$ 325.00 per cycle
Broadway E Past Gate:	\$ 325.00 per cycle
Via Coconut South of Pelican Colony:	\$ 325.00 per cycle
Estero on the River:	\$ 325.00 per cycle

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

(239) 319-2821

www.Estero-fl.gov

DATE: December 1, 2020

SOLICITATION NO.: RFB 2021-01

SUBJECT: ADDENDUM NUMBER: One (1)

REFERENCE: MOWING, LANDSCAPE & IRRIGATION MAINTENANCE

The following changes shall become a part of the Bid Documents and shall be as binding as if contained therein:

The following site is deleted from this bid:

20810 Highlands Avenue

BIDDER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Bob Franceschini, C.P.M., CPPB
Purchasing Manager

Bid No.: RFB 2021-01

Total Cost per Cycle: \$ 5,525.00\$ 5,525.00 PER CYCLE X 23 CYCLES PER YEAR = \$ 127,075.00 TOTAL

ESTERO PARKWAY LANDSCAPE MAINTENANCE (US 41 TO THREE OAKS PARKWAY):

LANDSCAPE MAINTENANCE (SHRUBS), MOWING & EDGING:

\$ 18,469.00 PER MONTH TOTAL X 12 MONTHS = \$ 221,628.00 TOTAL

MULCHING (FURNISH & INSTALL):

\$ 13,600.00 PER EVENT X 2 EVENTS PER YEAR = \$ 27,200.00 TOTAL

PALM PRUNING/TREE TRIMMING:

\$ 12.73 PER TREE/PER OCCURRENCE X 1400 TREES X 4 EVENTS PER YEAR =\$ 71,288.00 TOTAL

WET CHECKS:

\$ 2,390.00 PER MONTH X 12 = \$ 28,680.00 TOTAL

ROUTINE IRRIGATION MAINTENANCE – AS SPECIFIED HEREIN

AREA: ESTERO PARKWAY FROM US 41 TO THREE OAKS PARKWAY

COST: \$ 6,600.00 ANNUAL COST PER YEAR*

*ANNUAL COST PER YEAR IS BASED ON A SIX (6) WEEK CYCLE FROM MAY TO OCTOBER APPROXIMATELY FOUR (4) TIMES AND A MONTHLY CYCLE FROM NOVEMBER THROUGH APRIL.

*ANY PARTS/COMPONENTS, OTHER THAN INCIDENTAL HARDWARE, THAT IS REQUIRED TO ACCOMPLISH A REPAIR, WILL BE COMPENSATED AT THE RATE OF 115% OF THE DOCUMENTED AWARDED VENDOR'S COST.

TOTAL – ALL SERVICES FOR ESTERO PARKWAY: \$ 355,396.00

US 41 MEDIANS LANDSCAPE MAINTENANCE:

LANDSCAPE MAINTENANCE (SHRUBS), MOWING & EDGING:

\$ 17,470.00 PER MONTH TOTAL X 12 MONTHS = \$ 209,640.00 TOTAL

MULCHING (FURNISH & INSTALL):

\$ 10,800.00 PER EVENT X 2 EVENTS PER YEAR = \$ 21,600.00 TOTAL

Bid No.: RFB 2021-01

PALM PRUNING/TREE TRIMMING:

\$ 17.87 PER TREE/PER OCCURRENCE X 165 TREES X 4 EVENTS PER YEAR=\$ 11,794.20 TOTAL

WET CHECKS:

\$ 1,210.00 PER MONTH X 12 = \$ 14,520.00 TOTAL

ROUTINE IRRIGATION MAINTENANCE – AS SPECIFIED HEREIN

COST: \$ 3,300.00 ANNUAL COST PER YEAR*

*ANNUAL COST PER YEAR IS BASED ON A SIX (6) WEEK CYCLE FROM MAY TO OCTOBER APPROXIMATELY FOUR (4) TIMES AND A MONTHLY CYCLE FROM NOVEMBER THROUGH APRIL.

*ANY PARTS/COMPONENTS, OTHER THAN INCIDENTAL HARDWARE, THAT IS REQUIRED TO ACCOMPLISH A REPAIR, WILL BE COMPENSATED AT THE RATE OF 115% OF THE DOCUMENTED AWARDED VENDOR'S COST.

TOTAL – ALL SERVICES FOR US 41 MEDIANS: \$ 260,854.20GRAND TOTAL ANNUAL COST – ALL SERVICES: \$ 743,325.20

NOTE: THE MULTIPLIERS PROVIDED ARE TO ASSIST IN DETERMINING A COST AS THE BASIS OF AWARD. THE VILLAGE RESERVES THE RIGHT TO ADJUST (INCREASE OR DECREASE) THE FREQUENCY OF SERVICES AT ANY TIME DEPENDING ON ENVIRONMENTAL CONDITIONS.

OPTION A – POST-STORM CLEAN-UP

Following a storm event, the Village's awarded contractor will remove bulk piles of debris from the roadside. Please bid your hourly rate to clean up areas where the debris piles were located of loose material that were left behind that the grapple trucks could not pick up. The hourly rate bid shall include hauling away and the legal/proper disposing of the collected debris.

\$ 125.00 PER HOUR

TO BE STARTED WITHIN 15 CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED.

Bid No.: RFB 2021-01

Bidders should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the bid may be grounds to reject the bid.

Are there any modifications to the bid or specifications:

YES _____ NO ✓

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the bidder being declared nonresponsive or to have the award of the bid rescinded by the Village.

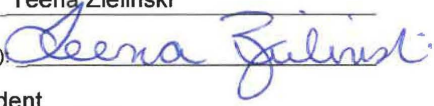
MODIFICATIONS:

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED VENDOR HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS RESPONSE WITH OTHER VENDORS AND HAS NOT COLLUDED WITH ANY OTHER VENDOR OR PARTIES TO A RESPONSE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS.

FIRM NAME P & T Lawn and Tractor Service, Inc.

BY (Printed): Teena Zielinski

BY (Signature): 

TITLE: President

FEDERAL ID # OR S.S.# 65-0249564

ADDRESS: 15980 Old Olga Road

Alva, FL 33920

PHONE NO.: 239-694-4848

FAX NO.: 239-672-4260

CELLULAR PHONE NO.: 239-707-4610

E-MAIL ADDRESS: TeenaZ@PandTLandscaping.com & JessicaZ@PandTLandscaping.com

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Bid No.: RFB 2021-01

VILLAGE OF ESTERO, FLORIDA
INVITATION TO BID
FOR ANNUAL MOWING, LANDSCAPE MAINTENANCE & IRRIGATION MAINTENANCE
(STEP TWO – PRICING)

GENERAL SCOPE OF PROJECT

The purpose of this bid is to solicit prospective bidders to provide mowing, tree trimming, landscape maintenance, and irrigation maintenance for various roads located within the Village of Estero, Florida. The maintenance work consists of providing all labor, materials, equipment, permits and incidentals necessary to perform the work as specified herein.

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for one year with three (3) one (1) year renewal options for a total of four (4) years upon mutual agreement of both parties. The Village reserves the right to renew this contract (or any portion thereof) and to negotiate lower pricing as a condition for each renewal.

The Village's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

MOWING - OVERVIEW

Village of Estero maintained roads. Per the list provided and entitled "Mowing Specifications".

Mowing, edging, tree trimming, and debris pick up of the road right of way. Mowing grass from right of way to right of way as described in the following technical specification and mowing specification. Trimming all trees the entire length of the Village-owned roadway, that obstruct roadway, sidewalks and drainage swales/ditches per technical specifications. Pick up all debris within the road right of way including debris within the roadway and along the sides of the roadway, per technical specifications. Spraying of herbicide to kill grass and weeds growing in the sidewalks and in the curb and gutters.

The awarded bidder understands the Village reserves the right to adjust the number of cycles at any time.

LANDSCAPE MAINTENANCE – OVERVIEW

Areas to be serviced:

Estero Parkway (US 41 to Three Oaks Parkway). Approximately 1.8 miles of roadway.

US 41 Medians (From approximately Pelican Colony Boulevard to Vintage Trace Circle).
Approximately 5 miles of roadway (not the exact length of the service area).

IRRIGATION MAINTENANCE - OVERVIEW

Area to be serviced:

Estero Parkway medians from US 41 to Three Oaks Parkway.

US 41 Medians.

Bid No.: RFB 2021-01

BASIS OF AWARD

The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder (Grand Total Annual Cost – All Services).

In the event the lowest responsible and responsive bid for a project exceeds the available funds the Village may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.

The Village reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received.

The Village reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Village Manager.

If work should begin at any other time than the beginning of a monthly cycle, the first invoice for maintenance of that segment shall be paid on a pro-rated basis.

CONSUMER PRICE INDEX ADJUSTMENT

At the Village's sole discretion, the contract price bid for this service may be increased annually on the first of October. If granted, this increase would be based on the July Consumer Price Index for U.S. City Average, Wage, and Clerical Workers, All Items, as published by the Bureau of Labor Statistics, Southeastern Regional Office as of the month of July for that year. The Village will notify the vendor of the increase amount if granted. This increased amount would begin with the billing for the month of October.

SITE CHANGES

The Village may, at its sole discretion, add or delete areas at no change in the unit price of the work as long as the new areas are of a similar nature.

The Village may, at its sole discretion, add new areas of dissimilar nature or alter sites, based on a mutually agreed price, to be negotiated between the vendor and an authorized Village representative.

The Village reserves the right to delete or cancel any site or service at the bid price.

The Village reserves the right to add or delete services based on a mutually agreed upon price, to be negotiated between the vendor and an authorized Village representative.

EXAMINATION OF SITES

The Village suggests that bidders visit the sites of this work and acquaint themselves with the conditions as they exist and operations to be carried out under this bid. Vendors shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work under this bid.

Bid No.: RFB 2021-01

WORKMANSHIP AND INSPECTION

The supervision of the performance of the work done under this bid is vested wholly with the Village of Estero Public Works. Village of Estero will decide any and all questions which may arise as to the quality and acceptability of equipment, materials used, work performed, and the manner of performance and rate of progress of the work.

All work that does not meet the specifications must be corrected before the Village Public Works will give approval for payment. The Village reserves the right to deny a monthly payment for work not completed for that period of time.

DESIGNATED CONTACT

The awarded bidder shall appoint a person or persons to act as a primary contact for the Village. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

TOLLS

The Village will not reimburse the awarded vendor(s) for any bridge tolls.

WORK SCHEDULE

NOTE: The setting of the work schedule is entirely up to the awarded vendor. The expectations and required level of service are clearly delineated within this document and is the vendor's responsibility to set up a schedule that allows for them to be met. Payment will be made via monthly invoices for services rendered that month. The Village shall be the final judge of whether the work schedule and required number of cycles results in a finished product that meets expectations. While the Village will not dictate the work schedule and details of same, it reserves the right to opine and discuss with the awarded vendor if and when it believes either expectations are not being met or too many cycles are being performed to achieve the desired result.

METHOD OF PAYMENT

Payment will be made to the vendor in monthly installments after receipt of an invoice from the vendor at the end of each time period of one (1) month. The invoice must list the dates serviced and the type of service performed.

ASSIGNMENT OF THIS CONTRACT

The awarded bidder shall not assign or transfer any portion of this agreement.

Sub-contracting is allowed with pre-approval of the Village Representative. However, no sub-contractors are to be used for work under this bid without the pre-approval of the Village representative.

Bid No.: RFB 2021-01

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

Immigration Laws: Village of Estero will not intentionally award Village contracts to any Bidder who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA).

Village shall consider the employment by any Bidder of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by the Village.

AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute an Agreement/Contract as a condition of award.

If your firm will require the Village of Estero to sign any type of contract and/or agreement as part of this purchase, please include a copy of these documents with your bid package response. The Village reserves the right to reject any documents that may be submitted.

SUPERVISION AND SAFETY

- A. Provide the maintenance services in a professional manner. During all maintenance work hours provide a qualified and competent English-speaking person on site who is authorized to supervise the maintenance operations and to represent and act for the vendor.
- B. The vendor shall video record in color the entire site prior to commencement of this contract. Care must be taken to ensure that the site is adequately documented – i.e., utility boxes, curbs, signs, and condition of existing sod and plants, including any damage such as weed eater blight. This video will be used to resolve any disputes. In the event that the site is not properly documented and could have reasonably been done and an issue arises, it will be assumed to be the vendor's responsibility and shall be repaired at no cost to the Village. One copy of the video will be retained by the vendor and one copy by the Village.
- C. All vehicles and trailers shall have the vendor's name and business phone number clearly displayed during work hours. Vendor's personnel shall wear appropriate apparel including high visibility safety vest (class II).
- D. It shall be the vendor's responsibility to maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area. The vendor shall adhere to the applicable federal, state, and local laws, ordinances and regulations. The vendor shall maintain proper work zones in accordance with the State of Florida, Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Construction and Utility Operations and the Manual on Uniform Traffic Control Devices (M.U.T.C.D.)
- E. The vendor shall fully adhere to the Federal Occupational Safety and Health Act (OSHA).
- F. The Village requires that mowing equipment have warning lights or a strobe light installed and operating while in operation. Warning signs that read "Mowers Ahead" and meeting the MUTCD specifications be placed in the right-of-way facing each lane of traffic in both directions. Signage shall be placed at the beginning and ending limits of the project.
- G. Prior to the repair of planting areas and replacement of plants, ascertain the location of all drains, electrical cable, conduits, utility lines, supply lines and other subsurface structures. It is the contractor's responsibility to call 811 to have all utilities located, so that proper advance owner

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Bid No.: RFB 2021-01

notification may be made and precautions may be taken not to disturb or damage any of these elements or improvements. Properly maintain and protect existing utilities. Repair all items damaged by this work at no additional expense to the Village.

REPORTING AND INSPECTION

Onsite inspections will be conducted at the request of the Village representative and scheduled within five (5) working days of request.

The vendor shall meet with the Village representative on a set monthly schedule to discuss and remedy any field questions and/or associated problems.

INITIAL SITE VISIT

Before the vendor begins any work, the vendor and the Village representative shall meet onsite to clearly define the limits of mowing responsibilities and expectations, and to discuss any relevant issues.

ADDITIONAL INFORMATION

Landscape and Irrigation plans for Estero Parkway and US 41 are attached.

US 41 Irrigation Service/Pump Locations

- US 41 East side of Road north of Coconut Road
- US 41 East side of Road north of Williams Road
- US 41 West side of Road south of Broadway West

Estero Parkway Irrigation Service/Pump Locations:

- South side of Road STA 222+10
- South side of Road STA 250+50
- South side of Road STA 282+50

Estero Parkway landscaping is currently under warranty/establishment service. It is scheduled to come on line under this bid near the end of 2021.

US 41 median landscaping is currently under warranty/establishment service. It is scheduled to come on line under this bid early 2022.

Bid No.: RFB 2021-01

Technical Specifications

The vendor will provide all labor, materials, equipment, permits, and incidentals necessary to perform the following:

- A. **MOWING AND EDGING:** All turf shall be mowed with mulching type mower equipment to eliminate the need to bag and transport grass clippings. Should bagging be necessary, the bagged clippings shall be collected and removed at no additional cost. St. Augustine and Bahia varieties shall be cut at a height of four and one-half (4.5") inches. Zoysia varieties shall be cut at a height of two (2") inches. The frequency of cutting will be weekly unless at time of mowing the turf is at or below mowing height or if in the turf's health interest (such as inclement weather events and periods of cold/drought) adjust mowing schedule to less than weekly per Florida's Best Management Practices (BMPs).

Mechanical edging of the turf shall be done with each mowing along all sidewalk edges, back of concrete curbs, around all planting beds, utility service boxes, street light bases, sign posts, headwalls, guardrails, timer pedestals, posts, and trees. Metal blade edging is not permitted along back of curbing. Grass root runners extending into the mulched areas shall be cut and removed when the edging is performed. Edging will also be required in all turf areas around isolated trees, sprinkler heads, valve boxes, shrubs, sign posts, manholes, etc. where they exist. All debris on streets, sidewalks or other areas resulting from edging shall be removed. No herbicide shall be used for edging.

All sidewalks, curbing and/or gutters shall be cleaned after each service. All sidewalks shall be blown clean, but no clippings or other debris shall be blown or allowed to be deposited on other adjacent property, into drainage structures, onto roadway surfaces, or accumulate on right-of-way areas.

Mowing area/limits are defined as Right of Way (ROW) to Right of Way (ROW).

- B. **WEEDING:** Weeding of plant beds, sidewalks (asphalt, concrete or pavers), guardrail bases, and curb joints as well as other mulched areas by chemical and/or hand removal will be performed weekly or as necessary to provide a weed free and well-maintained area.
- C. **GENERAL SITE PRUNING:** General site pruning shall be defined as the pruning of any plant's foliage below ten-foot (10') foot.

All groundcovers, shrubs, canopy trees and palms up to ten-foot (10') level, shall be inspected and selectively pruned on a weekly or as needed basis to maintain the proper or required heights for visibility, vehicular movement purposes and to respect the horticultural character of each plant as determined by Village's representative. Pruning shall also include removal of water sprouts, suckers and any dead or diseased foliage or branches. Prune all blooming species to maximize blooms in October to May. From June to September, prune back plants to regenerate and remove dead branching or "witches broom" effect. Perform as needed by maturity and legginess of plants to promote full healthy long lasting plants.

During the first week of October and April, ornamental grasses, such as Fountain grass, Florida Gamma or Fakahatchee grass shall be pruned in a pyramid shape to a twelve-inch (12") or twenty-four (24") height based upon the type of plant. Ornamental type grasses such as Liriope

Bid No.: RFB 2021-01

muscaris 'Evergreen Giant', are not to be pruned unless under the direction and approval of the Village's representative.

Plant material with a canopy over pedestrian sidewalks shall be maintained at a minimum height of one hundred twenty inches (120"). Shrubs adjacent to pathways or sidewalks shall be pruned to maintain one foot (1') of clearance from the edge of the pathway and maintained so that they angle or are rounded away from the pathway. Groundcover adjacent to pathways or sidewalks shall be pruned if the structure of the plant requires it to maintain six inches (6") of clearance from the edge of the pathway. Trimming of groundcover is to be performed only under the direction and approval of the Village's representative.

- D. **TRASH REMOVAL:** With each service, all sites shall be cleaned by removing all trash or debris to include, but not limited to; paper, bottles, cans, other trash, and horticultural debris. All debris or trash pick-ups shall be performed "prior" to mowing in all turf areas. All trash and debris must be disposed of at a properly authorized landfill or disposal site.
- E. **STREET CLEANING/SWEEPING:** Street Cleaning: A four foot (4') wide area measured from the face of the curb and gutters including turn lanes shall be cleaned with each site service to remove any accumulation of debris or objectionable growth so to maintain a neat and safe condition.
- F. **TRAFFIC CONTROL:** The contractor shall comply with the requirements of FDOT, Lee County Department of Transportation (LDOT) and/or Village of Estero Maintenance of Traffic (MOT) Policy, whichever applies to the roadway being maintained. The Contractor shall obtain and review the appropriate MOT policy requirements prior to submitting a bid.

The Contractor will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standard Indexes, or other related documents, so to become familiar with the requirements. Strict adherence to the requirements of the MOT policy will be enforced under this Contract.

To assist in employee visibility, employees servicing the area shall wear high visibility safety apparel in compliance with the most current editions of the FDOT Design Standards and Maintenance of Traffic policy.

- G. **CANOPY TREE AND PALM PRUNING:** Canopy trees shall be defined as any large shrub, tree, or palm with foliage above a ten-foot (10') level.

All canopy trees and palms shall be pruned on an as needed basis to create and maintain a seventeen-foot (17') canopy clearance over the roadways and a ten-foot (10') canopy clearance over all pathways. Canopy trees shall be selectively pruned in July to thin the interior canopy of cross branching and to shape the canopy of the trees. The Village's representative shall approve a professional licensed to prune trees under the direction of a Licensed Landscape Architect, Arborist, Tree Surgeon, or other approved profession who shall be responsible for the pruning and sharpening. The work shall be performed per ANSI A300 "Standard Practices for Trees, Shrubs, and other Woody Plant Maintenance" and done in a professional manner in

Bid No.: RFB 2021-01

accordance with "Pruning Standards" of the national Arborist Association or accepted local trade standards and practices.

Palms shall be pruned annually during September of each year to remove all nuts, seed stalks, and brown or dead fronds. However, monthly inspection should be performed to review health and growth rates, remove seed stalks or dangerous conditions such as coconuts, or a dead/damaged frond. Green fronds are not to be removed unless specifically approved by the Village's representative.

The work shall be done in a professional manner in accordance with Florida's Best Management Practices. The palms shall not be climbed with tree spikes to remove the fronds. The pruning shall be accomplished by the use of a ladder, boom truck or lift. All debris from the pruning shall be removed and the site shall be left in a clean and neat manner.

When pruning work is being performed with the use of a lift or boom truck, it is required that the adjacent traffic or turn lane to the work area, be closed using traffic control devices and signage per the current FDOT traffic control standards and indexes.

- H. FERTILIZATION: Granular fertilization of shrubs and groundcovers shall be applied by hand in a twelve- inch (12") wide radius ring around the base of the plants. Granular fertilization of the trees and palms shall be determined by the caliper (diameter) of the trunk and broadcast by hand in a band around the plant's base from a distance of 12" to the drip line of the palm, whenever possible.

An 8 oz. cup equals one (1) pound. Trees and palms shall receive one (1) cup per one-inch (1") caliper. Shrubs and groundcovers shall receive one (1) cup per three foot (3') of height or spread. Shrubs and groundcovers shall receive one-half (1/2) cup per eighteen inches (18") of height or spread. Fertilizers should have 50 lbs or less of filler per ton of mix. All fertilizer shall be swept off all sidewalks, concrete curbing and paving.

The fertilizer shall be applied as set forth in the following schedule.

Turf Areas and Plant beds containing Shrubs, Groundcovers, and Trees:

Four (4) applications per year per University of Florida research, Florida's BMPs, and in accordance with Lee County ordinances of the June through September black out period. Turf mix to be 50% Nitrogen (N) or greater in slow release with full turf minors. Plant mix to be 50% or greater in Nitrogen (N) and Potassium (K) with full plant minors.

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Palms:

Four (4) applications per year per University of Florida research, Florida's BMPs, and in accordance with Lee County ordinances of the June through September black out period. Palm mix to be 50% or greater in Nitrogen (N) and Potassium (K) with full palm minors. Nitrogen component to be 50% or greater slow release.

Should yellowing occur on the top of the fronds, manganese sulfate will be required and if on the lower fronds, Sul-Po-Mag or equivalent will be required to be applied with the palm fertilizer at the rates specified.

- I. MULCHING: Mulch is to be applied twice a year, November and May to maintain at least 3 inches mulch depth.
- J. LANE CLOSURE: Lane closure for median maintenance shall comply with the most current editions of the FDOT Design Standards.
- K. IRRIGATION SYSTEMS: The irrigation systems shall be checked and repaired as necessary. Monitor and adjust irrigation watering schedule on a weekly basis to maintain turf and plant health. Each zone shall be manually turned on from the controller once a month and a thorough inspection conducted to ascertain proper operations of the system. Quick coupling valves, if existing, shall be reviewed weekly and operated quarterly to insure proper operation. Maintenance responsibilities will include cleaning and adjustment of heads, nozzles, drip irrigation, installation or replacement of risers, repair of minor PVC piping breaks or subsurface piping or restricted sprinkler lines, replacement of damaged valve boxes/lids and adjustment of controller and rain shut off switches for settings and operations. Where required, the Contractor shall maintain on site reclaimed water irrigation signage. A monthly report shall be submitted for the pumps covering their condition and maintenance performed.

SUBSURFACE IRRIGATION SYSTEMS:

No excavation or mechanical metal edging around plant beds shall be done within the Right-of-way. Mechanical metal blade edging is permitted along the back of curbing.

Weekly Service Requirements:

- 1. Inspect system for cuts, leaks, piping damage, and flooded areas. Repair as necessary.

Inspect and re-set controller and in-ground moisture sensor adjustments or other rain sensing devices, as needed.
- 2. System Computer/Controller
 - a. Operate, adjust, and set controller to provide proper system operation.
 - b. Diagnose and repair electrical and mechanical malfunctions.
 - c. Monitor and adjust the system zones moisture levels based upon moisture sensor readings.
 - d. Operate controller on automatic, manual and single trip operation.
 - e. Monitor controller standby battery backup and replace as required.

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3. Automatic Control Assemblies and Quick Coupling Valves
 - a. Review control valve assembly and by-pass system for proper settings.
 - b. Open zone control valve assemblies and quick coupling valve boxes to review valves for leaks; pressure gauge operation; proper settings and are clean of debris or mulch.
4. Pump Sites
 - a. Inspect for proper operations.
 - b. The Contractor shall record and provide to the Village's representative the well water flow meter readings for any well locations.
5. Review system water source connections to include water meters, backflow preventers, gate valve points of connection and main lines for proper operation.

Monthly Service Requirements:

1. Automatic Control Valve Assembly
Manually operate valves, and clean valve assembly filters
2. Backflow Assembly
Review assembly for proper operation and clean filter as needed
3. Quick Coupling Valves
Review boxes and operate valve
4. Pump Sites
 - a. Once a month, the Contractor will trouble shoot each pump station, checking amperage draw and document the results for future reference.
 - b. Manually run the system to ensure proper coverage and that no sprinkler head and nozzle are spraying onto the roadway. Clean and adjust sprinkler heads and nozzles and irrigation shields to ensure proper coverage.
 - c. The Contractor will check all zone wiring and solenoid conditions through the use of an OHM meter and document the results for future reference.
 - d. The Contractor will clean the strainers filters and inspect them for wear at the Pump Station.
5. Manually run the system with open flush caps and review sprinkler head indicators located at the end of zones.
6. Review pressure gauge readings at control valve assemblies for each zone, as well as gauges located at the end of zones where present to determine the system and porous piping is functioning properly.
7. Check, analyze and adjust flow control devices as required.
8. Where there is Rust removal system in-line, verify they are operating effectively and that chemicals are at appropriate levels for continued operation. If necessary, contact the rust maintenance company to refill tanks as needed.

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Quarterly Service Requirements:

1. Review all subsurface system piping, valve assemblies, wiring, moisture sensors and controllers for overall operation and provide adjustments as required to assure proper operation and irrigation application.

Conventional Pop-up Irrigation Systems:

Weekly Service Requirements:

1. Review the property for signs of deteriorating plant/turf health and manually adjust problem zones from the valve to each head to ascertain proper operation of the system.
2. Repair system for any blown-off heads, broken lines or leaks around heads or valves.
3. Check the controller and rain sensing devices for proper operation and settings.
4. The Contractor shall further adjust all sprinkler heads to ensure that all landscaped areas receive one hundred percent (100%) irrigation coverage.
5. Within all work areas the Contractor shall review the plant material and turf for dry conditions and if found correct the problem.
6. Sidewalks showing rust staining need to have adjacent zones manually adjusted so that no water is being thrown on impervious surfaces. If staining is present, rust removal systems (if applicable) should be verified to be in working order with Village's representative notified.

Monthly Service Requirements:

1. Each zone shall be manually turned on at the valve to ascertain proper operation of the system. As needed, clean and adjust sprinkler heads/nozzles and concrete donuts to ensure proper coverage and that there are no sprinkler heads/nozzles spraying directly onto the roadway.
 - a. Each median and side right-of-way zone shall be manually turned on at the valve to ascertain proper operation of the system.
 - b. Repair system for any blown-off head, broken lines or leaks around heads or valves.
 - c. Check the controllers and rain sensors for proper operation and settings.
 - d. The Contractor shall further adjust all sprinkler heads to ensure that all landscaped areas receive one hundred percent (100%) irrigation coverage with 50% overlap. Flow rates to be reviewed to make sure spray heads have minimal atomizing of water particles. Adjust valve flow to zone as needed to lower PSI to appropriate levels. While 20PSI to 30PSI is typical, system to be reviewed for special conditions as needed.
 - e. Within all work areas the Contractor shall review the plant material and turf for dry conditions and if found correct the problem.
2. If applicable, rust removal system to have chemicals verified to be at adequate levels for continued use. Village's representative to be notified if levels are dropping at a faster rate than anticipated. Maintenance company to be called to inspect system for proper function.

General Service Requirements for Irrigation Systems:

1. Should South Florida Water Management District or other governing agency establish water restrictions, the irrigation systems shall be inspected and all other

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controllers set to the mandated hours of operation set by the District or Agency. Subsurface systems are exempt from water restrictions.

2. Replace defective heads or nozzles, install or replace defective risers and repair minor breaks or restricted sprinkler lines.
3. Replace damaged valve boxes/lids if caused by the Maintenance Contractor.
4. Inspect, clean, and replace, if necessary, screen/filters within the sprinkler heads.
5. Keep all grass and mulch out of all valve boxes. All valve boxes in sod areas are to be kept at sod level. All valve boxes in plant beds are to be kept two inches (2") above finished mulch.
6. One hundred percent (100%) irrigation coverage with 50% overlap of all heads shall be maintained within all irrigated landscaped areas.
7. Notification to the Village's representative is required when acts of vandalism or accidents have occurred to the irrigation system. Photos shall be taken and provided to the Village's representative at no added cost.

Miscellaneous Irrigation Maintenance Responsibilities:

1. Should the temperature be forecast to be below thirty-four (34) degrees, the Contractor shall be responsible for turning the irrigation system off in order to protect plants from possible freeze damage.
 2. It shall be the Contractor's responsibility to notify the Village's representative of any irrigation problems or additional irrigation maintenance needs.
 3. The irrigation service personnel must trouble shoot time clocks, i.e. power-in 110 volt and 24-volt fuses, 24 volts output when necessary.
 4. The irrigation services personnel must trouble shoot any pump start relay, main fuses and capacitors when necessary.
- L. BRICK PAVERS: All median brick paving shall be pressure cleaned twice per year, in April and November, to remove marks, gum and other dirt that may be deposited on the surface areas. Upon finding damaged areas, the contractor shall clean-up debris if present, and or flag off the areas with protective barriers and/or high visibility hazard tape. Damaged areas must be repaired as quickly as possible.
- M. PEST CONTROL: Trees, Palms, Shrubs, Groundcovers, and Sod to be monitored on a weekly basis for pests and diseases and must be treated appropriately by a licensed Pest Control Operator approved by the Village's representative. With the exception of Canary Island Date and Bismarkia Palms which are susceptible to Palm weevils. A monthly bud treatment will be performed for proactive control per University of Florida research and Florida's Best Management Practices.

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Mowing Specifications

Street:	North Side of Road	South Side of Road	West Side of Road	East Side of Road	Median	From:	To:
Armada Court			☒			Broadway Avenue	South End of Road
Broadway Avenue West	☒					South Tamiami Trail (US-41)	Armada
Broadway Avenue West		☒				South Tamiami Trail (US-41)	Honolulu Court
Broadway Avenue West		☒				River Drive	Pine Tree Lane
Broadway Avenue East	☒	☒				South Tamiami Trail (US-41)	East End of Road
Coconut Road	☒					Coconut Shores Drive	Via Veneto
Coconut Road		☒				South Tamiami Trail (US-41)	North Commons Drive
Coralee Avenue	☒	☒				River Ranch	West End of Road
County Road		☒				South Tamiami Trail (US-41)	Highlands Avenue
Highlands Avenue			☒	☒		Broadway Avenue East	County Road
River Ranch Road			☒			Corkscrew Road	Coralee Avenue
River Ranch Road				☒		Corkscrew Road	Spring Ridge Circle
Sandy Lane				☒		Corkscrew Road	Estero River Circle
Sandy Lane			☒			Corkscrew Road	Broadway Avenue East
See See Street(Center of Cul De Sac)							North End of Road
Trailside Drive	☒					South Tamiami Trail (US-41)	South Tamiami Trail (US-41)
Via Coconut Point(Including Roundabouts)			☒	☒	☒	Corkscrew Road	South End of Road
Williams Road		☒			☒	Three Oaks Parkway	Kings Road
Williams Road	☒					Three Oaks Parkway	S Tamiami Trail (US-41)
Additional Areas							
20721 and 20810 Highlands Avenue						*See included map for approximate area.	
Broadway East Property Past Gate						*See included map for approximate area.	
Via Coconut Point & Pelican Colony Blvd						*See included map for approximate area.	
Estero on the River – North of River off Highlands Ave						*10'-12' loop path within area indicated on included map	

Bid No.: RFB 2021-01

**VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM**

Project No.: RFB 2021-01Mowing, Landscape Maint, & Irrigation Maint.Project Name: for The Village of Estero

Please check as appropriate:



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

☐

The company is not publicly held.

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

☐

The company is publicly held.

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

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

Signed: Teena Zielinski

Vendor

Printed Name Teena ZielinskiCompany Name: P & T Lawn and Tractor Service, Inc.Date: 12/20/2020

Bid No.: RFB 2021-01

NAMES & ADDRESSES OF OWNERS

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

1. Teena Zielinski, President

15980 Old Olga Road, Alva, FL 33920

2. Peter Zielinski, Vice President

12270 Hammock Creek Way, Fort Myers, FL 33905

Bid No.: RFB 2021-01

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

SOLICITATION NO.: RFB 2021-01 PROJECT NAME: Mowing, Landscape Maint, & Irrigation Maint.
for The Village of Estero

VILLAGE OF ESTERO WILL NOT INTENTIONALLY AWARD VILLAGE CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

VILLAGE OF ESTERO MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY VILLAGE OF ESTERO.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: P & T Lawn and Tractor Service, Inc.

Teena Zielinski President 12/20/2020
Signature Title Date

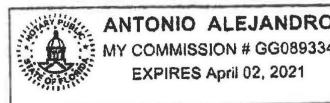
STATE OF Florida
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 20th day of December
2020, by Teena Zielinski who has produced
(Print or Type Name)
personally known to me as identification.
(Type of Identification and Number)

[Signature]
Notary Public Signature

Antonio Alejandro

Printed Name of Notary Public



Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

Bid No.: RFB 2021-01

VILLAGE OF ESTERO, FLORIDA
STANDARD INSURANCE REQUIREMENTS

Minimum Insurance Requirements: The Village of Estero in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The Village reserves the right to request additional documentation regarding insurance provided.

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$500,000 per occurrence
\$1,000,000 general aggregate
\$500,000 products and completed operations
\$500,000 personal and advertising injury

- b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 combined single limit (CSL)
\$300,000 bodily injury per person
\$500,000 bodily injury per accident
\$300,000 property damage per accident

- c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$100,000 per accident
\$100,000 disease limit
\$500,000 disease – policy limit

*The required minimum limit of liability shown in a and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Bid No.: RFB 2021-01

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Village Manager or designee for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:
The Village of Estero, Florida
9401 Corkscrew Palms Circle
Estero, Florida 33928
 - b. "The Village of Estero, Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

CERTIFICATE OF LIABILITY INSURANCE						Date 12/11/2020	
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.			
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage Insurer A: Lion Insurance Company Insurer B: Insurer C: Insurer D: Insurer E:		NAIC # 11075	
Coverages The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.							
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	\$
						Damage to rented premises (EA occurrence)	\$
						Med Exp	\$
						Personal Adv Injury	\$
						General Aggregate	\$
						Products - Comp/Op Agg	\$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident)	\$
						Bodily Injury (Per Person)	\$
						Bodily Injury (Per Accident)	\$
						Property Damage (Per Accident)	\$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2020	01/01/2021	☒ WC Statutory Limits	☐ OTH-ER
						E.L. Each Accident	\$1,000,000
						E.L. Disease - Ea Employee	\$1,000,000
						E.L. Disease - Policy Limits	\$1,000,000
Other			Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616				
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 90-67-744 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": P&T Lawn & Tractor Service, Inc Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com Project Name: ISSUE 11-25-19 (BP). REISSUE 12-11-20 (KLT)							
CERTIFICATE HOLDER VILLAGE OF ESTERO, FLORIDA 9401 CORKSCREW PALMC CIRCLE ESTERO, FL 33928				CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chapman Insurance Group, LLC 2455 Tamiami Trail Port Charlotte FL 33952	CONTACT NAME: Mary Kay McKeand PHONE (A/C, No, Ext): 941-979-8426 FAX (A/C, No): 888-559-6583 E-MAIL ADDRESS: commercial@cigflorida.com														
INSURED P&T LAWN & TRACTOR SERVICE, INC AND P&T PEST MANAGEMENT 15980 OLD OLGA ROAD ALVA FL 33920	INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Southern-Owners</td> <td>10190</td> </tr> <tr> <td>INSURER B : Owners</td> <td>32700</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A : Southern-Owners	10190	INSURER B : Owners	32700	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES		CERTIFICATE NUMBER: 414425964	REVISION NUMBER:
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	20503122	10/5/2020
			10/5/2021
			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	5050312201	10/5/2020
			10/5/2021
			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	5050312200	10/5/2020
			10/5/2021
			EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		
	Y / N N/A		
A	INLAND MARINE	20503122	10/5/2020
			10/5/2021
			RENTED EQUIPMENT \$ 100,000 SCHEDULED EQUIP. \$ 237,911

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 AUTOMATIC ADDITIONAL INSURED STATUS AND AUTOMATIC WAIVER OF SUBROGATION APPLIES TO CERTIFICATE HOLDER WITH REGARD TO GENERAL LIABILITY AND AUTO. CERTIFICATE HOLDER IS ADDITIONAL INSURED ON A PRIMARY AND NONCONTRIBUTORY BASIS WITH REGARDS TO GENERAL LIABILITY AND AUTO.
 The Village of Estero, it's agents, employees, and public officials are included as additional insured.

CERTIFICATE HOLDER

THE VILLAGE OF ESTERO, FLORIDA 9401 CORKSCREW PALMS CIR #101 ESTERO FL 33928	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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ACORD 25 (2016/03)

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Bid No.: RFB 2021-01

PUBLIC ENTITY CRIME FORM

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to The Village of Estero
(Print name of the public entity)
by Teena Zielinski, President
(Print individual's name and title)
for P & T Lawn and Tractor Service, Inc.
(Print name of entity submitting sworn statement)
whose business address is 15980 Old Olga Road, Alva, FL 33920
(If applicable) its Federal Employer Identification Number (FEIN) is 65-0249564
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
On the attached sheet.) Required as per IRS Form W-9.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

Bid No.: RFB 2021-01

☒ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

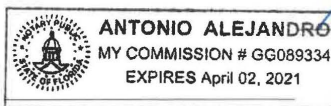
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Teena Zielinski
(Signature)
12/20/2020
(Date)

STATE OF Florida
COUNTY OF Lee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Teena Zielinski
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 20th day of December, 2020.



(NOTARY PUBLIC)

My Commission Expires:

12/21/2020

Detail by Entity Name

DIVISION OF CORPORATIONS


[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
P&T LAWN & TRACTOR SERVICE, INC

Filing Information

Document Number S29834
FEI/EIN Number 65-0249564
Date Filed 02/04/1991
State FL
Status ACTIVE
Last Event NAME CHANGE AMENDMENT
Event Date Filed 04/08/2010
Event Effective Date NONE

Principal Address

15980 OLD OLGA ROAD
ALVA, FL 33920

Changed: 01/21/1994

Mailing Address

15980 OLD OLGA ROAD
ALVA, FL 33920

Changed: 03/24/2009

Registered Agent Name & Address

TEENA ZIELINSKI
15980 OLD OLGA RD.
ALVA, FL 33920

Name Changed: 03/30/1993

Address Changed: 03/30/1993

Officer/Director Detail

Name & Address

Title PRES

ZIELINSKI, TEENA
15980 OLD OLGA RD
ALVA, FL 33920

search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=PTLAWNTRACT... 1/2

12/21/2020

Detail by Entity Name

Title VP

ZIELINSKI, PETER JOHN
 12270 Hammock Creek Way
 Fort Myers, FL 33905

Annual Reports

Report Year	Filed Date
2018	01/22/2018
2019	03/28/2019
2020	01/26/2020

Document Images

01/26/2020 -- ANNUAL REPORT	View image in PDF format
03/28/2019 -- ANNUAL REPORT	View image in PDF format
01/22/2018 -- ANNUAL REPORT	View image in PDF format
01/25/2017 -- ANNUAL REPORT	View image in PDF format
03/14/2016 -- ANNUAL REPORT	View image in PDF format
03/23/2015 -- ANNUAL REPORT	View image in PDF format
01/20/2014 -- ANNUAL REPORT	View image in PDF format
01/29/2013 -- ANNUAL REPORT	View image in PDF format
02/12/2012 -- ANNUAL REPORT	View image in PDF format
03/21/2011 -- ANNUAL REPORT	View image in PDF format
04/08/2010 -- Name Change	View image in PDF format
03/31/2010 -- ANNUAL REPORT	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
02/09/2008 -- ANNUAL REPORT	View image in PDF format
01/22/2007 -- ANNUAL REPORT	View image in PDF format
01/16/2006 -- ANNUAL REPORT	View image in PDF format
01/12/2005 -- ANNUAL REPORT	View image in PDF format
01/28/2004 -- ANNUAL REPORT	View image in PDF format
04/30/2003 -- ANNUAL REPORT	View image in PDF format
02/20/2002 -- ANNUAL REPORT	View image in PDF format
04/16/2001 -- ANNUAL REPORT	View image in PDF format
03/04/2000 -- ANNUAL REPORT	View image in PDF format
03/16/1999 -- ANNUAL REPORT	View image in PDF format
01/29/1998 -- ANNUAL REPORT	View image in PDF format
02/06/1997 -- ANNUAL REPORT	View image in PDF format
02/13/1996 -- ANNUAL REPORT	View image in PDF format
03/31/1995 -- ANNUAL REPORT	View image in PDF format

search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=PTLAWNTRACT... 2/2

Bid No.: RFB 2021-01

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, P & T Lawn and Tractor Service, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

By Teena Zielinski

Name: Teena Zielinski

Title: President

Date: 12/20/2020

Bid No.: RFB 2021-01

Scrutinized Companies Certification

1. This sworn statement is submitted with a bid, proposal, contract, or contract renewal RFB 2021-01
Mowing, Landscape Maint., & Irrigation Maint.
for The Village of Estero
number] **[Project name]** **Project or contract**
2. This sworn statement is submitted by P & T Lawn and Tractor Service, Inc. whose
[Name of entity submitting sworn statement]
 business address is 15980 Old Olga Road, Alva, FL 33920.
3. Federal Employer Identification Number (FEIN) is 65-0249564 (or
 if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
 statement).
4. My name is Teena Zielinski and my relationship to the
 above is: **[Please print name of individual signing]**
President
5. Based on information and belief, the certification, which I have marked below, is true in relation to the
 entity submitting this sworn statement as required by §287.135, Florida Statutes.

[] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)

- ☒ The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List nor is it engaged in a boycott of Israel.
☐ The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List or is actively engaged in a boycott of Israel..

[] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)

- ☒ The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
☐ The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)

- ☒ The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
☐ The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)

- ☒ The entity submitting this sworn statement does not have business operations in Cuba or Syria.
☐ The entity submitting this sworn statement does have business operations in Cuba or Syria.

Pursuant to §287.135, Florida Statutes, if the Village determines the entity executing this Certification has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after this certification is executed, any associated contract with the Village may be subsequently terminated by the Village. Similarly, if the Village determines the entity is found to have submitted a false certification, is

Bid No.: RFB 2021-01

later placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations with Cuba or Syria, the Village may terminate any associated contracts with the entity.

Notwithstanding any other contract language to the contrary, the entity executing this Certification expressly assents to the termination provisions included herein as binding upon any contracts between it and the Village.

By the signature(s) below, I, the undersigned, as authorized signatory to commit the certifying entity, attest that the information as provided in this form is truthful and correct at the time of submission.

Teena Zielinski
 AFFIANT

Teena Zielinski

Typed Name of AFFIANT

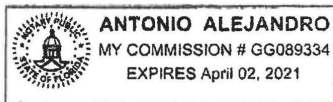
President

Title

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was executed before me this 20th day of December, 2020,
 by Teena Zielinski as President of
P & T Lawn and Tractor Service, Inc., who personally swore or affirmed
 that he/she is authorized to execute this document and thereby bind the Corporation, and who is
 personally known to me OR has produced personally known to me
 as identification.



(stamp)

[Signature]

NOTARY PUBLIC, State of Florida

Bid No.: RFB 2021-01

VILLAGE OF ESTERO - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your response package. Please check off each of the following items as the necessary action is completed:

- ☒ 1. The Solicitation has been signed and with corporate seal (if applicable).
- ☒ 2. The Solicitation prices offered have been reviewed (if applicable).
- ☒ 3. The price extensions and totals have been checked (if applicable).
- ☒ 4. Substantial and final completion days inserted (if applicable).
- ☒ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- ☒ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- ☒ 7. All modifications have been acknowledged in the space provided.
- ☒ 8. All addendums issued, if any, have been acknowledged in the space provided.
- ☒ 9. Licenses (if applicable) have been inserted.
- ☒ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- ☒ 12. The following Forms completed/signed/notarized as required: Vendor Disclosure Form, Affidavit Certification Immigration Laws, Insurance Certificate, Public Entity Crime Form, ~~Trench Safety Form~~, Bid Bond ~~and/or Certified Check~~, Scrutinized Companies Certification.
- ☒ 13. Any Delivery information required is included.
- ☒ 14. The mailing envelope has been addressed to:
Village of Estero
9401 Corkscrew Palms Circle #101
Estero, FL 33928
- ☒ 15. The mailing envelope MUST be sealed and marked with:
Solicitation Number
Opening Date and/or Receiving Date
- ☒ 16. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)
- ☒ 17. If submitting a "NO BID" please write Solicitation number here _____ and check one of the following:
☐ Do not offer this product ☐ Insufficient time to respond.
☐ Unable to meet specifications (why)
☐ Unable to meet bond or insurance requirement.
 Other: _____
 Company Name and Address:



P & T Lawn & Tractor Service, Inc.

15980 Old Olga Road
Alva, FL 33920

Estimate

Date	Estimate No.
12/28/2021	12598

Name/Address
Village of Estero 9401 Corkscrew Palms Circle Estero, FL 33928

Project
David Willems Estero Parkway

Description	Qty	U/M	Rate	Total
Labor to empty 6 trash cans every two weeks on Estero Parkway for The Village of Estero	1	Per month	240.00	240.00
Additional trash can emptying, \$30.00 per can	1	Per trash can	30.00	30.00

Total	\$270.00
--------------	-----------------

Signature

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
January 5, 2022

Agenda Item:

National Opioid Settlement

Description:

Florida Attorney General's Office along with other states making up a national Plaintiff's Executive Committee for Opioid Litigation Multi-District Litigation has been engaged in ongoing negotiations with several defendant organizations involved in the manufacture, marketing, promotion, distribution or dispensing of opioids. Resolutions have been announced with the Purdue Pharma L.P., Johnson & Johnson, and other entities.

While the Village has not filed any opioid litigation suits, the State of Florida and many of the subdivisions have been litigating with these entities regarding the impact of opioids on communities and local services. Attorney General's Office announced that \$26 billion in nationwide agreements have been reached and recently developed a framework settlement structure to consolidate existing and proposed settlements resulting in an overall better deal for Florida, its local governments and other stakeholders. The current State/Local Government agreement contemplates a higher settlement amount depending on the number of local governments which show willingness to participate.

The Attorney General's Office has requested and the Village Attorney recommends authorizing the participation agreements and other documents governing the allocation and proposed uses of settlement proceeds. Participation at this point will allow the Attorney General to finalize additional settlement agreements on behalf of Florida and its local governments.

Action Requested:

Authorize the Village Manager and Village Attorney to execute any documents necessary to maintain participation in the State of Florida settlement.

Financial Impact:

If full participation (95%) is realized the Village's settlement allocation could be \$30,866.63. Note: This figure may go up or down depending on the number of additional states and/or participation levels of other local governments and stakeholder plaintiffs.

Attachments:

1. July Settlement News Release from Florida Attorney General
2. Florida Opioid Allocation and Statewide Response Agreement and Exhibits

July 21, 2021

Contact: Kylie Mason

Phone: (850) 245-0150

Attorney General Moody Leads Negotiations to Secure Billions Through Historic Opioid Litigation Agreements

TALLAHASSEE, Fla.—Attorney General Ashley Moody today announced historic \$26 billion nationwide agreements that will help bring desperately needed relief to Americans and Floridians who are struggling with opioid addiction. The agreements follow years of aggressive litigation efforts led by Attorney General Moody and other state attorneys general against AmerisourceBergen, Cardinal Health and McKesson—the nation's three major pharmaceutical distributors—and Johnson & Johnson, who manufactured and marketed opioids.

Attorney General Ashley Moody said, "Since day one, I have fought to hold those accountable who played a part in fueling the opioid epidemic and these settlement agreements are a large step forward in our fight to end this crisis. I recognize that no amount of money will bring back those lost, but Florida and its subdivisions will receive more than a billion and a half dollars under these agreements to pay for prevention, treatment and recovery related services. I will continue litigating with the remaining defendants to hold them accountable."

The agreements resolve investigations and litigation over the companies' roles in creating and fueling the opioid epidemic. The agreements also require significant industry changes that will help prevent this type of crisis from ever happening again. Attorneys general from California, Colorado, Connecticut, Delaware, Georgia, Louisiana, Massachusetts, New York, North Carolina, Ohio, Pennsylvania, Tennessee and Texas joined Attorney General Moody in negotiating these settlements.

Following today's agreements, the remaining states and territories have 30 days to sign onto the deal and local governments in the participating states will have up to 150 days to join. Ratification is contingent on a critical mass of states and local governments participating. States and local governments will receive maximum payments if each state and its local governments join together in support of the agreements.

Based on the agreements, the three distributors collectively will pay up to \$21 billion over 17 and a half years, with \$1.3 billion going to Florida, and Johnson & Johnson will pay up to \$5 billion over nine years with Florida receiving another almost \$300 million. The total funding distributed will be determined by the overall degree of participation by both litigating and non-litigating state and local governments. The substantial majority of the money will be spent on opioid treatment, prevention and recovery services.

The agreement with distributors will result in court orders requiring AmerisourceBergen, Cardinal and McKesson to:

- Establish a centralized independent clearinghouse to provide all three distributors and state regulators with aggregated data and analytics about where drugs are going and how often, eliminating blind spots in the current systems used by distributors;
- Use data-driven systems to detect suspicious opioid orders from customer pharmacies;
- Terminate customer pharmacies' ability to receive shipments, and report those companies to state regulators, when they show certain signs of diversion;
- Prohibit shipping and report suspicious opioid orders;
- Prohibit sales staff from influencing decisions related to identifying suspicious opioid orders; and
- Require senior corporate officials to engage in regular oversight of anti-diversion efforts.

The agreement with Johnson & Johnson will result in court orders requiring the company to:

- Stop selling opioids for 10 years;
- Not fund or provide grants to third parties for promoting opioids;
- Not lobby on activities related to opioids; and
- Share clinical trial data under the Yale University Open Data Access Project.

These settlements come as a result of investigations by state attorneys general into whether the three distributors fulfilled a legal obligation to refuse the shipment of opioids to pharmacies that submitted suspicious drug orders and whether Johnson & Johnson misled patients and doctors about the addictive nature of opioid drugs.

Tragically, just last year, opioid overdose [deaths](#) rose to a record 93,000, a nearly 30% increase over the prior year. In Florida, more than 21 people die of opioid overdose each day. Overdose [deaths in Florida](#) increased more than 37%, ranking Florida second in the nation, behind only California. More than 7,500 people died in the state from overdose last year.

Today's announcement comes on the heels of previously announced opioid settlements with Insys Therapeutics, McKinsey Consulting, Mallinckrodt and Purdue Pharma. Combined, these earlier matters should generate more than \$300 million for Florida opioid abatement, which in addition to today's agreement, brings the collective opioid efforts for Florida to \$1.9 billion.

**FLORIDA OPIOID ALLOCATION AND
STATEWIDE RESPONSE
AGREEMENT**

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the “Agreement”) is entered into between the State of Florida (“State”) and certain Local Governments (“Local Governments” and the State and Local Governments are jointly referred to as the “Parties” or individually as a “Party”). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits “A” and “B,” and to ensure that the funds are expended in compliance with evolving evidence-based “best practices;” and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits “A” and “B” which are incorporated herein by reference.
2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.
3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.
4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.
5. “Dependent Special District” shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).
6. “Municipalities” shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular “Municipality” shall refer to a singular city, town, or village within the definition of Municipalities.
7. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.
8. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.
9. “Opioid Funds” shall mean monetary amounts obtained through a Settlement.

10. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits “A” or “B.”

11. “Parties” shall mean the State and Local Governments that execute this Agreement. The singular word “Party” shall mean either the State or Local Governments that executed this Agreement.

12. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. “Pharmaceutical Supply Chain” shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at <https://www.census.gov>. *For purposes of Population under the definition of Qualified County, a County’s population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. “Qualified County” shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County’s government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word “operate” in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit “C.” In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County’s share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

- (i) The Governor shall appoint two Members.
- (ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.

(i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

- (i) Oversight of the any contractual or grant requirements;
- (ii) Develop and utilize standardized monitoring tools;
- (iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and
- (iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slempe

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slempe@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply with all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

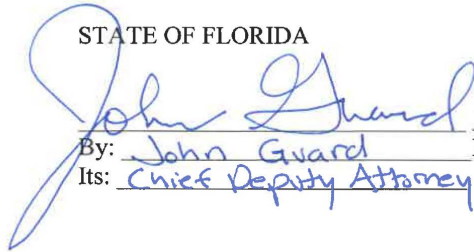
STATE OF FLORIDA

By: John Guard 11/15/2021
Its: Chief Deputy Attorney General DATED

EXHIBIT A

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

EXHIBIT B

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES**I. FIRST RESPONDERS**

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C

County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.26692227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

	Weeki Wachee		0.001234708678%
Highlands		0.357188510237%	
	Highlands County		0.287621754986%
	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
	Esto		0.006269778036%
	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%

AGENDA ITEM SUMMARY SHEET
Village Council
January 5, 2022

Agenda Item:

First reading of Ordinance 2022-01, approving an update to the Capital Improvements Element which includes the Capital Improvement Program approved for Fiscal Year 2021/2022.

Description:

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

The Council adopted the Capital Improvement Plan for Fiscal Year 2021/2022 on September 22, 2021. Updates to the Capital Improvement Plan can be incorporated into the Comprehensive Plan annually by ordinance in lieu of a comprehensive plan amendment. The most recent school district Capital Improvement Plan (2022-2026) will also be included. Please note that the Village Council does not approve the Lee County School District Work Plan.

The Planning, Zoning and Design Board is scheduled to review this Ordinance and make a recommendation to Council at its meeting on January 11, 2022.

Action Requested:

Pass first reading and schedule second reading and public hearing for January 19, 2022.

Financial Impact:

No additional financial impact not already included in the budget. Minor cost of newspaper advertisement for second reading.

Attachments:

1. Ordinance No. 2022-01

VILLAGE OF ESTERO, FLORIDA

ORDINANCE NO. 2022 – 01

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING UPDATES TO THE CAPITAL IMPROVEMENTS ELEMENT TO UPDATE THE CAPITAL IMPROVEMENTS SCHEDULE FOR FISCAL YEAR 2021/2022 AND ADOPT THE MOST RECENT LEE COUNTY SCHOOL DISTRICT CAPITAL IMPROVEMENT PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, the Village reviewed and adopted its most recent Capital Improvement Program by Resolution 2021-22 on September 22, 2021 pursuant to Village Charter Section 8(7)(b) and now desires to update the Capital Improvements Element Schedule pursuant to Florida Statutes Section 163.3177(3)(b).

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

Section 1. Purpose.

The purpose of this Ordinance is to update the Capital Improvements Program schedule that is now a part of the Comprehensive Plan. This amending ordinance may be referred to as the “Capital Improvement Element Schedule Update 2021”.

Section 2. Adoption of the Capital Improvements Element Schedule Update 2021.

Ordinance No. 2022-01
CAPITAL IMPROVEMENT ELEMENT SCHEDULE UPDATE 2021

Page 1 of 3

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

Section 3. Conflict.

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

Section 4. Severability.

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

Section 5. Effective Date.

This Ordinance shall take effect immediately upon adoption.

PASSED on first reading this X day of MONTH, 2022.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this X day of MONTH, 2022.

By: _____
Carol Sacco, Village Clerk

By: _____
Katy Errington, Mayor

Reviewed for legal sufficiency:

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

Exhibit A: Village of Estero Capital Improvement Projects

Exhibit B: Lee County School District 2021-2025 Five Year Capital Improvement Plan

Ordinance No. 2022-01
CAPITAL IMPROVEMENT ELEMENT SCHEDULE UPDATE 2021

Page 2 of 3

	Vote:	AYE	NAY
91	Mayor Errington	_____	_____
92	Vice Mayor McLain	_____	_____
93	Councilmember Ribble	_____	_____
94	Councilmember Fiesel	_____	_____
95	Councilmember Boesch	_____	_____
96	Councilmember Ward	_____	_____
97	Councilmember Wilson	_____	_____
98			
99			

EXHIBIT A - ESTERO CIP

Capital Projects Fund

Fund 300 Capital Projects

	Actual 2019-2020	Budget 2020-2021	Estimated 2020-2021	Budget 2021-2022	+ / (-) over Budget
Revenues¹					
266-3124200 Local Option Gas Tax-1 to 5 Cent	361,467	316,000	316,000	338,900	22,900
Gas Tax Total	361,467	316,000	316,000	338,900	22,900
990-3243100 Road-Residential	549,336	200,000	506,360	145,800	(54,200)
990-3243200 Road-Commercial	590,570	200,000	160,787	145,800	(54,200)
Road Impact Fees Total	1,139,906	400,000	667,147	291,600	(108,400)
995-3246101 Park-Residential	62,935	60,000	58,604	43,800	(16,200)
994-3246201 Park-Commercial	230,076	110,000	18,592	80,200	(29,800)
Park Impact Fees Total	293,011	170,000	77,196	124,000	(46,000)
Impact Fees Total	1,432,917	570,000	744,343	415,600	(154,400)
730-3344000 FL Dept of Transportation Funding	652,566	134,490	-	1,100,000	965,510
700-3374000 Lee County Estero Pkwy Funding	-	2,196,000	-	-	(2,196,000)
Intergovernmental / Grant Income Total	652,566	2,330,490	-	1,100,000	(1,230,490)
xxx-3611000 Interest Income	94,514	42,000	1,085	42,000	-
xxx-3660000 Contributions-Private Source	89,307	974,600	201,420	132,000	(842,600)
Total Capital Projects Revenues ¹	2,630,771	4,233,090	1,262,848	2,028,500	(2,204,590)
Other Financing Sources					
000-3810001 Transfer from General Fund	5,162,053	3,044,660	1,117,795	4,447,800	1,403,140
000-3810201 Transfer from Debt Service Fund	1,000,000	-	-	-	-
Transfers from Other Funds Total	6,162,053	3,044,660	1,117,795	4,447,800	1,403,140
Total Capital Projects Revenues & Other Financing Sources	8,792,824	7,277,750	2,380,643	6,476,300	(801,450)
Expenditures					
700-541xxxx Roadway Improvements	4,756,399	4,130,760	3,556,258	11,031,300	6,900,540
710-541xxxx Intersection Improvements	493,305	1,391,600	84,071	132,000	(1,259,600)
720-541xxxx Bicycle and Pedestrian Projects	41,978	1,094,480	74,831	2,842,900	1,748,420
730-541xxxx Landscaping & Beautification	1,089,107	1,235,390	45,843	3,706,000	2,470,610
Transportation Expenditures	6,380,789	7,852,230	3,761,003	17,712,200	9,859,970
740-572xxxx Park Projects	-	1,140,000	17,325	1,140,000	-
750-537xxxx Stormwater Improvements	-	372,000	-	354,000	(18,000)
770-519xxxx Land Acquisition	3,012,288	-	-	-	-
Total Capital Project Expenditures	9,393,077	9,364,230	3,778,328	19,206,200	9,841,970
Net Change in Fund Balance	(600,253)	(2,086,480)	(1,397,685)	(12,729,900)	(10,643,420)
Prior Year Surplus/Beginning Fund Balance	11,539,371	9,700,350	10,939,118	9,541,433	(158,917)
Projected End of Year Surplus/Fund Balance	\$ 10,939,118	\$ 7,613,870	\$ 9,541,433	\$ (3,188,467)	\$ (10,802,337)

¹ Revenue projections remain uncertain as the result of the continued impacts of Covid-19 and, if needed, budgeted revenue amounts will be adjusted as future collections data becomes available.

budget figures

Capital Improvement Projects

Priority	Project Name	Estimated Project Cost	Funding Source	Budget FY 21-22	Budget FY 22-23	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Total Cost
Roadway Projects									
1	Estero Parkway Improvements (US41-Three Oaks)	\$ 9,728,240	GF	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ 360,000
1			GT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			LDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Corkscrew Rd Paths, Landscaping & Street Lighting	\$ 11,662,500	RIF	\$ 4,426,000	\$ -	\$ 3,384,757	\$ -	\$ -	\$ 7,810,757
2			GF	\$ -	\$ -	\$ 719,510	\$ -	\$ -	\$ 719,510
3			LDOT	\$ -	\$ -	\$ 3,213,741	\$ -	\$ -	\$ 3,213,741
3	River Ranch Road Improvements	\$ 5,275,750	RIF	\$ 4,537,800	\$ -	\$ -	\$ -	\$ -	\$ 4,537,800
3	(Drainage, Road, Bike/Ped)		GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3			GT	\$ 440,000	\$ -	\$ -	\$ -	\$ -	\$ 440,000
4	Bridge Maintenance	\$ 450,000	GF	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 400,000
5	Broadway W. Phase 1 Improvements (US41-Breckenridge)	\$ 2,449,800	GT	\$ -	\$ -	\$ -	\$ 265,825	\$ -	\$ 265,825
5	(Road, Bike/Ped, Drainage)		RIF	\$ -	\$ -	\$ -	\$ 652,085	\$ -	\$ 652,085
5			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Broadway W. Phase 2 Improvements	\$ 2,405,700	GT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	(Breckenridge-Pine Tree Ln.) (Road, Bike/Ped, Drainage)		RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Williams Road Widening (US41 - Via Coconut)	\$ 4,425,300	RIF	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ 600,000
7			GT	\$ 267,500	\$ -	\$ -	\$ -	\$ -	\$ 267,500
8	Via Coconut Point Extension (South)	\$ 2,685,300	RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Village of Estero Sub-total (all funding sources)			\$ 11,031,300	\$ -	\$ 4,104,267	\$ 265,825	\$ -	\$ 15,401,392

capital improvement figures

Priority	Project Name	Estimated Project Cost	Funding Source	Budget FY 21-22	Budget FY 22-23	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Total Cost
Intersection Improvements									
1	Corkscrew Rd-Estero Town Commons Traffic Signal Construction	\$ 1,375,200	Developer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Corkscrew Rd-Corkscrew Woodland Blvd. Intersection Improvements	\$ 57,200	LDOT	\$ 57,200	\$ -	\$ -	\$ -	\$ -	\$ 57,200
3	US-41 - Pelican Colony Traffic Signal	\$ 960,000	Developer	\$ 132,000	\$ 850,356	\$ -	\$ -	\$ -	\$ 982,356
4	Williams Road-Atlantic Gulf Drive Intersection	\$ 3,511,320	RIF	\$ -	\$ 1,050,005	\$ 1,163,032	\$ -	\$ -	\$ 2,213,037
4			GT	\$ -	\$ 451,880	\$ 379,800	\$ -	\$ -	\$ 831,680
4			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Corkscrew Rd-Three Oaks Pkwy. Intersection Improvements	\$ 428,000	LDOT	\$ -	\$ 439,556	\$ -	\$ -	\$ -	\$ 439,556
6	Coconut Road Intersection Study	\$ 156,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	US41-Coconut Road Intersection Improvements	\$ 746,400	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	US41-Williams Rd Intersection Improvements	\$ 288,500	RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8			GT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Coconut Road - Coconut Shores Roundabout	\$ 1,095,200	Other	\$ -	\$ -	\$ 1,188,292	\$ -	\$ -	\$ 1,188,292
9			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9			GT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	US41-Pelican Sound Intersection Improvements	\$ 1,110,800	Developer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	US41-Corkscrew Rd Intersection Improvements	\$ 510,300	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Coconut Road - Meadowbrook Roundabout	\$ 1,095,200	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12			GT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	North Point Railroad Crossing	\$ 250,000	RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Coconut Road - El Dorado Roundabout	\$ 1,095,200	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14			GT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Estero Sub-total (all funding sources)				\$ -	\$ 1,501,885	\$ 1,542,832	\$ -	\$ -	\$ 3,044,717

capital improvement figures

Priority	Project Name	Estimated Project Cost	Funding Source	Budget FY 21-22	Budget FY 22-23	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Total Cost
Bike-Pedestrian Projects									
1	Coconut Road Crosswalks	\$ 252,800	GF	\$ 177,800	\$ -	\$ -	\$ -	\$ -	\$ 177,800
2	Williams Road Bike-Ped Improvements (East of Via Coconut)	\$ 2,357,700	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Intersection Safety Improvement Study	\$ 110,000	GF	\$ 2,213,700	\$ -	\$ -	\$ -	\$ -	\$ 2,213,700
4	Sandy Lane Bike-Ped Improvements	\$ 2,633,600	GF	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ 110,000
4	Broadway E Shared Use Path (US 41-Sandy)	\$ 2,931,200	RIF	\$ 207,000	\$ 369,720	\$ 2,180,263	\$ -	\$ -	\$ 2,756,983
5	Corkscrew Road Shared Use Path (3Oaks-Sandy)	\$ 6,952,000	RIF	\$ 134,400	\$ 345,072	\$ 2,596,144	\$ -	\$ -	\$ 3,075,616
6	Coconut Rd Side walk (Oakwild to Via Coconut)	\$ 1,082,700	GF	\$ -	\$ -	\$ -	\$ 185,535	\$ 603,720	\$ 789,255
7	Corkscrew Palms Blvd. Side walks	\$ 109,800	County	\$ -	\$ -	\$ -	\$ 111,972	\$ 1,095,081	\$ 1,207,053
9	Via Coconut Point Roundabouts Improvements	\$ 473,100	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Corkscrew Rd Bike-Ped Improvements (E of US41)	\$ 14,393,300	GF	\$ -	\$ -	\$ -	\$ 84,630	\$ 441,722	\$ 526,352
10			GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10			Lee County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Coconut Rd Shared Use Path	\$ 2,094,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11			RIF	\$ -	\$ -	\$ -	\$ 295,554	\$ -	\$ 295,554
12	Corkscrew Rd West Bike-Ped Improvements	\$ 767,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Williams Rd West Bike-Ped Improvements (West of US41)	\$ 1,825,100	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Broadway E. Shared Use Path (Sandy Ln to Three Oaks & Estero Pkwy)	\$ 3,098,900	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	SUN Trail Estero Parkway South	\$ 6,804,700	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	SUN Trail Estero Parkway North	\$ 5,570,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	FPL Shared Use Path (East I-75)	\$ 2,241,500	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Utility Shared Use Path (West US 41)	\$ 4,973,600	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Estero Sub-total (all funding sources)				\$ 2,842,900	\$ 714,792	\$ 4,776,407	\$ 677,691	\$ 2,140,523	\$ 11,152,313

capital improvement figures

Priority	Project Name	Estimated Project Cost	Funding Source	Budget FY 21-22	Budget FY 22-23	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Total Cost
Parks & Recreation									
1	Estero on the River Master Plan	\$ 252,000	GF	\$ 252,000	\$ -	\$ -	\$ -	\$ -	\$ 252,000
2	Estero Community Park Expansion Master Plan	\$ 150,000	GF	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
3	Estero Community Park Expansion	\$ 13,885,700	Partner	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3			PIF	\$ 700,000	\$ 1,643,200	\$ -	\$ -	\$ -	\$ 2,343,200
3			RIF	\$ -	\$ 616,200	\$ -	\$ -	\$ -	\$ 616,200
3			GF	\$ 38,000	\$ 4,518,800	\$ -	\$ -	\$ -	\$ 4,556,800
4	Estero on the River Improvements	\$ 4,518,000	GF	\$ -	\$ 2,054,000	\$ -	\$ -	\$ -	\$ 2,054,000
4			PIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Estero Sub-total (all funding sources)				\$ 1,140,000	\$ 8,832,200	\$ -	\$ -	\$ -	\$ 9,972,200

capital improvement figures

Priority	Project Name	Estimated Project Cost	Funding Source	Budget FY 21-22	Budget FY 22-23	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Total Cost
Stormwater Projects									
1	Villages of Country Creek Bypass Swale Improvements	\$ 693,600	GF	\$ 192,000	\$ 515,143	\$ -	\$ -	\$ -	\$ 707,143
2	Dry Creek Bed Sediment Removal	\$ 432,000	GF	\$ 150,000	\$ 289,614	\$ -	\$ -	\$ -	\$ 439,614
3	Septic-Sewer (Admin-Design & Permitting)	\$ 3,660,000	GF	\$ 324,000	\$ -	\$ 531,720	\$ -	\$ 536,640	\$ 1,392,360
4	Estero River Sediment Removal (West of US 41)	\$ 2,426,100	GF	\$ 30,000	\$ 36,972	\$ -	\$ 2,470,545	\$ -	\$ 2,537,517
5	Trailside Drainage Improvements	\$ 1,187,900	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Estero River Sediment Removal (Railroad to Sandy Ln)	\$ 766,800	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Village-Estero Pkwy Drainage Improvements	\$ 1,624,200	Estero/Lee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	US-41 Drainage Improvements Design (Williams-Corkscrew)	\$ 72,000	FDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Estero Sub-total (all funding sources)		\$ -		\$ 696,000	\$ 841,729	\$ 531,720	\$ 2,470,545	\$ 536,640	\$ 5,076,634
Building Facilities									
1	Public Works Storage Facility	\$ 354,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Village Hall	\$ 4,914,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Performing Arts Center	\$ 20,000,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Estero Sub-total (all funding sources)		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

capital improvement figures

Priority	Project Name	Estimated Project Cost	Funding Source	Budget FY 21-22	Budget FY 22-23	Budget FY 23-24	Budget FY 24-25	Budget FY 25-26	Total Cost
Land Acquisition									
1	School District of Lee County Property (Block Lane)	\$ 4,000,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1			PIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1			Bonus Den.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1			Partner	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Driving Range Property (Williams Road)	\$ 3,500,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2			PIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2			Bonus Den.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2			Partner	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	River Oaks Preserve	\$ 900,000	Bonus Den.	\$ -	\$ 924,300	\$ -	\$ -	\$ -	\$ 924,300
3			Partner	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	SUN Trail	\$ 30,000,000	GF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4			RIF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4			Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Village of Estero Sub-total (all funding sources)			\$ -	\$ 924,300	\$ -	\$ -	\$ -	\$ 924,300
	Total	\$ 227,343,610		\$ 19,832,300	\$ 14,486,862	\$ 14,168,967	\$ 5,254,438	\$ 2,677,163	\$ 56,419,729
	Village total	\$ -		\$ 18,543,100	\$ 13,196,950	\$ 10,955,226	\$ 3,414,061	\$ 2,677,163	\$ 48,786,499

Estero Road Impacts Fees
Estero Gas Tax
Estero General Fund
Park Impact Fee (include public land acquisition)
Non-Estero Funding Source

capital improvement figures

Account	Project	FY20-21	Description of Project	Impact on Operating Cost
300-700-5416301	Estero Parkway Improvements	3,186,560	Road resurfacing, drainage lighting and landscaping improvements along Estero Parkway from US-41 to Three Oaks	Annual maintenance costs estimated to be \$350,000
300-700-5416311	Corkscrew Road Widening	300,000	Lee County will be widening Corkscrew Road east of Ben Hill Griffin Parkway. Village to fund design and construct of street lighting, landscaping and pedestrian enhancements along Corkscrew Road from East of Ben Hill Griffin to Village limits.	Increase yet to be determined
300-700-5416310	River Ranch Road Improvements	310,000	Roadway, drainage and bicycle/pedestrian improvements along River Road	Increase yet to be determined
300-700-5416370	Via Coconut Pt Street Lights	205,200	Install street lights along Via Coconut Point from Williams Road to Coconut Road	Increase yet to be determined
300-700-5416371	Williams Rd Street Lights	57,000	Install street lights along Williams Road from Via Coconut Point to Three Oaks Parkway.	Increase yet to be determined
300-700-5416372	River Ranch Rd Street Lights	30,500	Install street lights along River Ranch Road	Increase yet to be determined
300-700-5416373	Broadway Ave East Street Lights	12,900	Install street lights along Broadway from US 41 to Sandy Lane	Increase yet to be determined
300-700-5416374	Sandy Lane Street Lights	28,600	Install street lights along Sandy Lane	Increase yet to be determined
Roadway Improvement Projects (700)		4,130,760	excludes Lee County funding for Lee County Projects	
300-710-5416303	Corkscrew Road-Estero Town Commons Signal	842,600	Design, permitting, and installation of a traffic signal on Corkscrew Road at Puente Lane which are expected to be reimbursed by the Developers.	No additional cost
300-710-5416302	US41-Pelican Sound Intersection Improvements	132,000	Design, permit, and construction of a traffic signal at the intersection of US-41 and Pelican Colony Blvd to be funded by adjacent developments.	No additional cost
300-710-5416304	Williams Road-Atlantic Gulf Drive Intersection (Walgreens)	300,000	Design and construct roadway intersection improvements on Williams Road east of US-41 to prevent illegal left turns out of the Walgreens parking lot and improve left turn vehicle stacking at US-41.	Increase yet to be determined
300-710-5416307	Coconut Road Intersection Study	117,000	Study the following Coconut Road intersection and prepare preliminary intersection designs considering additional turn lanes and 3 possible roundabouts at Coconut Shores, Meadowbrook, and El Dorado.	No additional cost
Intersection Improvements Projects (710)		1,391,600	excludes Lee County funding for Lee County Projects	
300-720-5416307	Coconut Rd Crosswalks	150,000	Install a crosswalk for pedestrian access to the sidewalk on the south side of the roadway at Old Meadowbrook Blvd and extend the existing sidewalk east of Coconut Shores to their back gate driveway located on FPL property.	No additional cost
300-720-5416308	Williams Road Bike-Ped Improvements	150,000	Design and construction of bicycle and pedestrian improvements along Williams Road which will provide a safe east/west corridor between two major north/south corridors, Via Coconut Point and Three Oaks Parkway.	Increase yet to be determined.
300-720-5416309	Intersection Safety Improvement Study	110,000	Prepare a study of bicycle and pedestrian safety at US-41 intersections and provide recommendations to improve safety.	Increase yet to be determined.
300-720-5416310	Sandy Lane Bike-Ped Improvements	438,780	Construct a shared use path along the east side of Sandy Lane from Corkscrew Road to Broadway East	Increase yet to be determined.
300-720-5416311	Broadway E Shared Use Path	245,700	Construct a shared use path and sidewalk along Broadway East from US-41 to Sandy Lane	Increase yet to be determined.
Bicycle and Pedestrian Improvements Projects (720)		1,094,480		
300-730-5416370	US 41 Landscaping Enhancement	114,790	Install landscaping within the US-41 medians.	Annual maintenance costs estimated to be \$297,000

capital improvement figures

300-730-5416369	US 41 FDOT Landscape Grant	199,600	Install landscaping in two areas along US 41 to include trees within the median and trees, shrubs and ground cover along the shoulders.	Increase yet to be determined
300-730-5416373	US 41 Monument Signs	156,000	Install Village of Estero monument signs at both ends of US 41 in Estero.	Increase yet to be determined
300-730-5416374	Three Oaks Parkway Monument Signs	156,000	Install Village of Estero monument signs at both ends of Three Oaks Parkway in Estero.	Increase yet to be determined
300-730-5416375	Via Coconut Point Landscape Improvements (Williams-Coconut)	276,000	Master plan Via Coconut Point Landscaping and install landscaping from Coconut Road to Williams Road.	Annual maintenance costs estimated to be \$330,000
300-730-5416376	Ben Hill Griffin Pkwy Landscape Improvements	130,000	Design and install additional landscaping along Ben Hill Griffin Parkway which will provide traffic calming, shade for pedestrians and improve aesthetics.	Annual maintenance costs estimated to be \$200,000
300-730-5416377	I-75 Interchange Landscaping	60,000	Florida Department of Transportation (FDOT) is scheduled to design, permit and install landscaping at the Corkscrew Road Interchange with the Village funding enhanced landscaping above what is typically provided by FDOT.	Maintenance of the I-75 landscaping and irrigation is expected to be handled by FDOT.
300-730-5416380	Williams Road Landscape Improvements	143,000	Design and install landscaping along Williams Road from Via Coconut Point to Three Oaks Parkway.	Annual maintenance costs estimated to be \$84,000
Landscaping & Beautification Projects (730)		1,235,390		
300-740-5726301	Estero on the River Master Plan	252,000	Prepare Master Plan for the Estero on the River property.	No additional maintenance will be required as a result of this master plan.
300-740-5726302	Estero Community Park Expansion Master Plan	150,000	Prepare master plan for potential park improvements on Estero Community Park property, School District property and potential additional land purchases.	No additional maintenance will be required as a result of this master plan.
300-740-5726303	Estero Community Park Expansion	738,000	The exact extent of park improvements are not yet known and will be determined during the Estero/School/Park Master Plan.	Increase yet to be determined.
Parks & Recreation Projects (740)		1,140,000		
300-750-5376302	Villages of Country Creek Bypass Swale Improvements	102,000	Modify the swale around Villages at Country Creek to increase the amount of water that flows around the community and bypasses the relatively narrow section of the Estero River that runs through the community.	Increase yet to be determined.
300-750-5376303	Dry Creek Bed Sediment Removal	150,000	Remove sediment from a dry river bed that historically connected the North and South Branches of the Estero River to reduce water levels within the North Branch.	Increase yet to be determined.
300-750-5376310	Estero River Sediment Removal (West of US 41)	30,000	Remove sediment that has built up in the Estero River west of US 41.	No recurring operating costs
Stormwater Projects (750)		372,000		

capital improvement figures

**LEE COUNTY SCHOOL DISTRICT
Capital Plan
2022-2026**

EXHIBIT B

ESTIMATED REVENUE	Actual						
Current Revenue	20/21	21/22	22/23	23/24	24/25	25/26	FIVE YEAR TOTAL
Taxes	139,309,916	150,887,797	155,414,000	160,076,000	164,878,000	171,473,000	802,728,797
Sales Tax	88,730,152	87,272,771	90,763,682	94,394,229	97,698,027	100,628,968	470,757,677
Impact Fees	18,144,985	17,312,000	17,831,000	18,366,000	18,917,000	19,485,000	91,911,000
CO & DS	3,267,309	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	8,000,000
PECO Maintenance	0	0	0	0	0	0	0
Charter Schools Revenue	5,943,691	6,500,000	6,695,000	6,896,000	7,103,000	7,316,000	34,510,000
Safety & Security State Grant	1,413,850	0	0	0	0	0	0
Misc.	695,232	450,000	466,000	482,000	499,000	516,000	2,413,000
Interest	<u>830,567</u>	<u>1,314,000</u>	<u>1,548,000</u>	<u>1,587,000</u>	<u>1,255,000</u>	<u>1,050,000</u>	<u>6,754,000</u>
Current Revenue sub-total	258,335,702	265,336,568	274,317,682	283,401,229	291,950,027	302,068,968	1,417,074,474
Additional Revenue							
Fund Balance - Unallocated	319,534,207	304,574,082	327,513,254	334,009,763	217,204,150	142,186,693	304,574,082
DEBT PROCEEDS							
Certificate of Participation (COPs)		<u>181,900,000</u>	<u>325,500,000</u>	<u>167,000,000</u>	<u>40,000,000</u>	<u>46,000,000</u>	760,400,000
TOTAL ESTIMATED REVENUE	577,869,910	751,810,650	927,330,936	784,410,992	549,154,177	490,255,661	2,482,048,557
APPROPRIATIONS							
EAST ZONE CONSTRUCTION PROJECTS	78,448,255	69,115,500	146,300,000	178,000,000	96,000,000	17,500,000	506,915,500
SOUTH ZONE CONSTRUCTION PROJECTS	2,227,155	68,198,000	109,000,000	63,000,000	2,000,000	10,500,000	252,698,000
WEST ZONE CONSTRUCTION PROJECTS	0	3,000,000	14,050,000	9,250,000	2,000,000	18,800,000	47,100,000
MAJOR MAINTENANCE REPAIRS/RENOVATIONS	65,407,533	98,360,643	90,848,933	87,092,783	69,565,933	69,787,783	415,656,075
TECHNOLOGY	29,746,743	43,500,327	35,550,000	16,175,000	22,784,517	34,595,000	152,604,844
EQUIPMENT/BUSES	4,545,401	17,284,841	13,510,000	13,590,000	13,665,000	13,740,000	71,789,841
CHARTER SCHOOLS	174,355	0	7,770,700	8,003,800	8,243,900	8,573,650	32,592,050
TRANSFERS	21,943,691	22,500,000	22,695,000	22,896,000	23,103,000	23,316,000	114,510,000
BANK FEES	3,993	0	0	0	0	0	0
DEBT SERVICE	<u>70,798,700</u>	<u>102,338,085</u>	<u>153,596,540</u>	<u>169,199,259</u>	<u>169,605,134</u>	<u>173,270,096</u>	<u>768,009,114</u>
TOTAL APPROPRIATIONS	273,295,827	424,297,396	593,321,173	567,206,842	406,967,484	370,082,529	2,361,875,424
ALLOCATED FUND BAL CARRYFORWARD							
CARRYFORWARD/RESERVE FUTURE PROJ.**	<u>304,574,082</u>	<u>327,513,254</u>	<u>334,009,763</u>	<u>217,204,150</u>	<u>142,186,693</u>	<u>120,173,132</u>	<u>120,173,132</u>
ADJUSTMENTS TO FUND BALANCE							5.52%
TOTAL APPROPRIATIONS AND RESERVES	577,869,909	751,810,650	927,330,936	784,410,992	549,154,177	490,255,661	2,482,048,556
**Is not an indication of available funding due to restrictions applicable to various sources of capital funding.							

LEE COUNTY SCHOOL DISTRICT
Capital Plan
2022-2026

SCHOOL PROJECTS

Prj #	PROJECT	STUDENT SEATS	20/21	21/22	22/23	23/24	24/25	25/26	Five Year Total
A. EAST ZONE CONSTRUCTION PROJECTS									
7304	EAST ZONE LAND - TAYLOR LANE		339,097	456					456
7305	EAST ZONE LAND - RIVERDALE		532,417						0
7306	EAST ZONE LAND - MIRROR LAKES		1,437						0
7307	EAST ZONE LAND - S.R. 82		44,069	2,955,000					2,955,000
	ELEM EAST J	1,034	0	25,500,000	25,500,000				51,000,000
	EAST ZONE PK-8 INNOVATION SCHOOL			5,000,000	36,500,000	36,500,000			78,000,000
7254	EAST MIDDLE MM	1,345	33,971,658	11,015,573					11,015,573
	MM ADDITION (LAMS)			1,400,000	4,000,000				5,400,000
	EAST MIDDLE			5,000,000		27,500,000			60,000,000
	EAST MIDDLE	1,345			5,000,000	31,000,000	31,000,000		67,000,000
	* EAST HIGH	1,900			5,000,000	47,500,000	47,500,000		100,000,000
7046	GATEWAY HIGH (MMM)	2,200	42,064,584	9,033,084					9,033,084
7047	LEHIGH SENIOR ADDITION	500	9,071						0
2310	JAMES STEPHENS PRE-K REMODEL		1,484,742	12,587					12,587
7255	RIVERDALE HIGH REMODEL		1,181	3,198,800	25,300,000	13,000,000			41,498,800
	G WEAVER HIPPS PRE-K CENTER				5,000,000	5,000,000			10,000,000
	VARSITY LAKES SIDEWALK/BUS ACCESS			1,000,000					1,000,000
	OLD LAMS BUILDING REMODEL		0	5,000,000	12,500,000	12,500,000			30,000,000
	EAST TECHNICAL CENTER**					5,000,000	17,500,000	17,500,000	40,000,000
	SUB-TOTAL EAST ZONE PROJECTS		78,448,255	69,115,500	146,300,000	178,000,000	96,000,000	17,500,000	506,915,500
*** East Technical School is estimated at a total cost of \$80M, This plan assumes that \$40M of the cost will come from outside sources.									
Prj #	PROJECT	STUDENT SEATS	20/21	21/22	22/23	23/24	24/25	25/26	Five Year Total
B. SOUTH ZONE CONSTRUCTION PROJECTS									
	FRANKLIN PARK ELEMENTARY REMODEL			5,500,000	30,000,000	30,000,000			65,500,000
	CYPRESS LAKE MIDDLE REMODEL			6,000,000	33,000,000	33,000,000			72,000,000
	BONITA ELEMENTARY REMODEL			6,000,000					6,000,000
7067	SOUTH K-8 AAAA	1,600	2,225,963	42,000,000	42,000,000				84,000,000
	SOUTH ZONE HIGH SCHOOL ADDITION	500					2,000,000	10,500,000	12,500,000
7256	FORT MYERS TECH REMODEL		1,192	8,698,000	4,000,000				12,698,000
	SUB-TOTAL SOUTH ZONE PROJECTS		2,227,155	68,198,000	109,000,000	63,000,000	2,000,000	10,500,000	252,698,000
Prj #	PROJECT	STUDENT SEATS	20/21	21/22	22/23	23/24	24/25	25/26	Five Year Total
C. WEST ZONE CONSTRUCTION PROJECTS									
	WEST ZONE HIGH SCHOOL ADDITION	500		1,500,000	9,250,000	9,250,000			20,000,000
	WEST ZONE HIGH SCHOOL ADDITION	500					2,000,000	10,500,000	12,500,000
	CAPE CORAL TECH ADDITION			1,500,000	4,800,000			8,300,000	14,600,000
	SUB-TOTAL - WEST ZONE PROJECTS		0	3,000,000	14,050,000	9,250,000	2,000,000	18,800,000	47,100,000
TOTAL - SCHOOL CONSTRUCTION PROJECTS			80,675,411	140,313,500	269,350,000	250,250,000	100,000,000	46,800,000	806,713,500

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**LEE COUNTY SCHOOL DISTRICT
Capital Plan
2022-2026**

Proj # PROJECT	20/21	21/22	22/23	23/24	24/25	25/26	Five Year Total
D. SMALL CAPITAL PROJECTS							
7182 PORTABLES	284,401	809,274	324,208	324,208	324,208	324,208	2,106,106
7142 COUNTYWIDE HVAC	4,820,095	6,139,250	5,145,000	5,145,000	5,145,000	5,145,000	26,719,250
7189 SCHOOL IMPROVEMENTS MAINTENANCE PROJECT	43,599,243	63,558,550	70,258,500	69,568,500	55,342,500	55,902,500	314,630,550
7064 SAFETY TO LIFE	2,091,358	2,765,000	3,015,000	3,015,000	3,015,000	3,015,000	14,825,000
7188 SCHOOL IMPROVEMENTS CONSTRUCTION PROJECT	1,979,744	1,781,809	125,000	125,000	125,000	125,000	2,281,809
9105 SAFETY	42,940	772,825	337,225	81,575	87,225	41,575	1,320,425
9110 FACILITY DEV & PROG SVCS	7,197	5,000	18,000	18,500	19,000	19,500	80,000
9144 SECURITY	12,333,501	17,411,130	9,136,000	5,296,000	2,346,000	2,296,000	36,485,130
9240 TRANSPORTATION	71,133	0	0	0	0	0	0
9050 / OPERATIONS/PLANNING	65,282	3,162,285	400,000	1,345,000	900,000	600,000	6,407,285
7007 BAND UNIFORMS	112,640	172,401	115,000	115,000	115,000	115,000	632,401
SMALL CIP PROJECTS		250,000	250,000	250,000	250,000	250,000	1,250,000
E. CAPITALIZED PERSONNEL							
7995 INFORMATION TECH SUPPORT	0	96,066	101,000	104,000	107,000	110,000	518,066
7999 FACILITIES PROJECT MGMT/PLANNING/TECH SUPP	0	1,437,054	1,624,000	1,705,000	1,790,000	1,844,000	8,400,054
TOTAL OTHER CAPITAL PROJECTS	65,407,533	98,360,643	90,848,933	87,092,783	69,565,933	69,787,783	415,656,075
F. TECHNOLOGY							
2282 ATLAS REFRESH	9,856,160	9,931,942	11,445,000	200,000	200,000	9,000,000	30,776,942
9132 TECH EQUIPMENT/SOFTWARE	19,890,583	33,568,386	24,105,000	15,975,000	22,584,517	25,595,000	121,827,903
TOTAL - TECHNOLOGY	29,746,743	43,500,327	35,550,000	16,175,000	22,784,517	34,595,000	152,604,844
G. EQUIPMENT AND BUSES							
7145&7&8 SCHOOL EQUIPMENT	1,263,252	3,978,873	2,370,000	2,450,000	2,525,000	2,600,000	13,923,873
7146 DEPARTMENT EQUIPMENT	15,207	0	0	0	0	0	0
7149 FURNITURE ROTATION	178,869	1,237,964	1,000,000	1,000,000	1,000,000	1,000,000	5,237,964
6817 BUILDING SERVICES	139,767	150,000	140,000	140,000	140,000	140,000	710,000
7192 PURCHASE OF BUSES	2,948,306	11,918,004	10,000,000	10,000,000	10,000,000	10,000,000	51,918,004
TOTAL - EQUIPMENT/BUSES	4,545,401	17,284,841	13,510,000	13,590,000	13,665,000	13,740,000	71,789,841
H. CHARTER SCHOOLS							
CHARTER SCHOOLS - TAX REVENUE	0	0	7,770,700	8,003,800	8,243,900	8,573,650	32,592,050
CHARTER SCHOOLS - SAFETY GRANT	174,355	0	0	0	0	0	0
TOTAL CHARTER SCHOOLS	174,355	0	7,770,700	8,003,800	8,243,900	8,573,650	32,592,050

LEE COUNTY SCHOOL DISTRICT
Capital Plan
2022-2026

Prj # PROJECT	20/21	21/22	22/23	23/24	24/25	25/26	Five Year Total
I. TRANSFERS							
9600 TRANSFER FOR CHARTER SCHOOLS - PECO	5,943,691	6,500,000	6,695,000	6,896,000	7,103,000	7,316,000	34,510,000
9600 TRANSFER FOR MAINTENANCE	16,000,000	16,000,000	16,000,000	16,000,000	16,000,000	16,000,000	80,000,000
TOTAL TRANSFERS	21,943,691	22,500,000	22,695,000	22,896,000	23,103,000	23,316,000	114,510,000
BANK FEES	3,993						0
J. DEBT SERVICE							
29900 FY11 QSCB	1,902,889	2,031,819	2,023,819	2,023,819	2,023,819	2,023,819	10,127,095
29501 FY12B COPs	23,305,517	23,313,088	6,747,938	0	0	0	30,061,026
29801 FY12C COPs	1,136					0	0
29301 FY13 COPs	248,581	249,548	4,563,530	0	0	0	4,813,078
29302 FY14A COPs	4,484,117	4,483,913	4,488,913	4,557,663	4,633,913	8,305,713	26,470,115
29201 FY14B COPs	7,772,548	7,795,000	7,791,000	7,840,750	7,937,000	7,696,500	39,060,250
29500 FY16A COPs	3,365,725	3,795,300	3,791,000	3,794,000	3,794,850	3,792,600	18,967,750
29401 FY17A COPs	1,616,058	1,623,762	12,139,762	18,423,747	18,653,080	15,188,878	66,029,229
29502 FY17B COPs	3,829,322	3,829,372	3,826,888	7,880,780	7,878,972	7,878,336	31,294,348
29802 FY19 COPs - Gateway High (MMM)	12,033,436	12,041,539	12,035,271	12,034,104	12,038,539	12,037,838	60,187,291
29802 FY19 COPs - Lehigh High Addition	856,311	859,211	855,979	855,896	856,211	856,162	4,283,459
29601 FY20 COPs - Middle School MM	7,022,754	7,034,500	7,015,250	7,013,500	7,013,750	7,015,250	35,092,250
FY22 COPS (Sales Tax 7 yr repayment)		30,900,000	30,900,000	30,900,000	30,900,000	30,900,000	154,500,000
FY23 COPS (Sales Tax 6 yr repayment)		0	53,400,000	53,400,000	53,400,000	53,400,000	213,600,000
FY23 COPS (20 yr repayment)		0	3,975,000	3,975,000	3,975,000	3,975,000	15,900,000
FY24 COPS (20 yr repayment)		0	0	13,300,000	13,300,000	13,300,000	39,900,000
FY25 COPS (20 yr repayment)				3,200,000	3,200,000	3,200,000	9,600,000
FY26 COPS (20 yr repayment)		0	0	0	0	3,700,000	3,700,000
FY27 COPS (20 yr repayment)		0	0	0	0	0	0
29702 FY17 Bus Loan	4,191,550	4,212,274	0	0	0	0	4,212,274
Fund 29701 FY12 FP&L Lease Agreement	168,758	168,759	42,190	0	0	0	210,949
TRANSFER TO DEBT SERVICE	70,798,700	102,338,085	153,596,540	169,199,259	169,605,134	173,270,096	768,009,114
Value of 50% Mill	69,654,958	75,443,899	77,707,000	80,038,000	82,439,000	85,736,500	
Debt Service as % of 50% mill	41.0%	44.5%	63.6%	81.2%	79.3%	80.6%	
Statutory Debt Limit (75%)	104,482,437	113,165,848	116,560,500	120,057,000	123,658,500	128,604,750	
Debt Service as % of 75% mill	27.3%	29.6%	42.4%	54.1%	52.9%	53.7%	

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

****Difference between FY22 budgeted amounts for Capital on previous pages and the Capital Plan is due to anticipated COPs and related expenditures for the construct of new schools scheduled in the next five years.**

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
January 5, 2022

Agenda Item:

Raptor Bay Golf Course Renovation

Description:

Village of Estero Staff will provide an update on the Raptor Bay Golf Course Renovation South Florida Water Management District (SFWMD) permit application.

Financial Impact:

There is no direct financial impact on the Village of Estero.

Attachments:

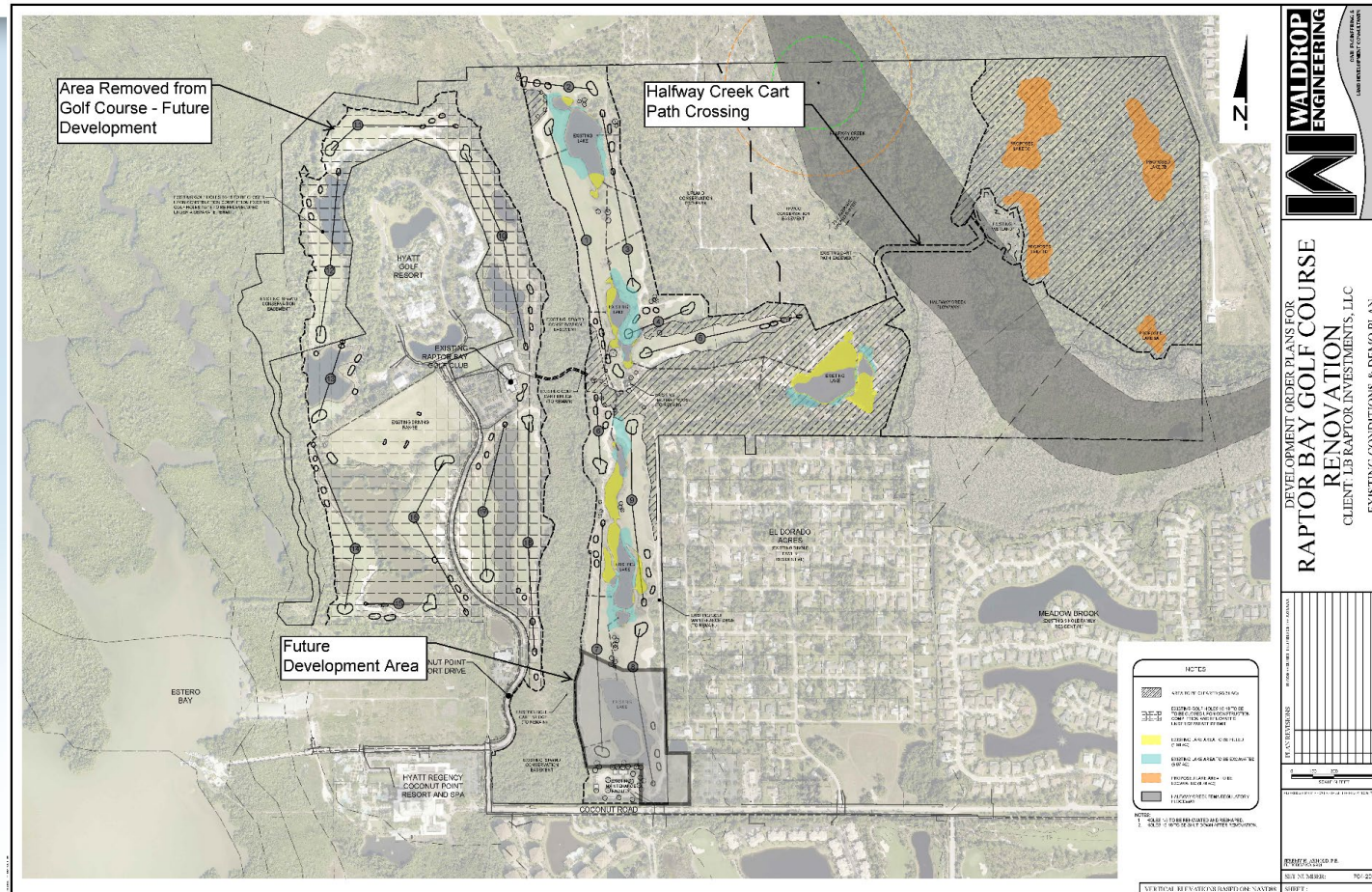
1. Raptor Bay Location Map
2. Presentation



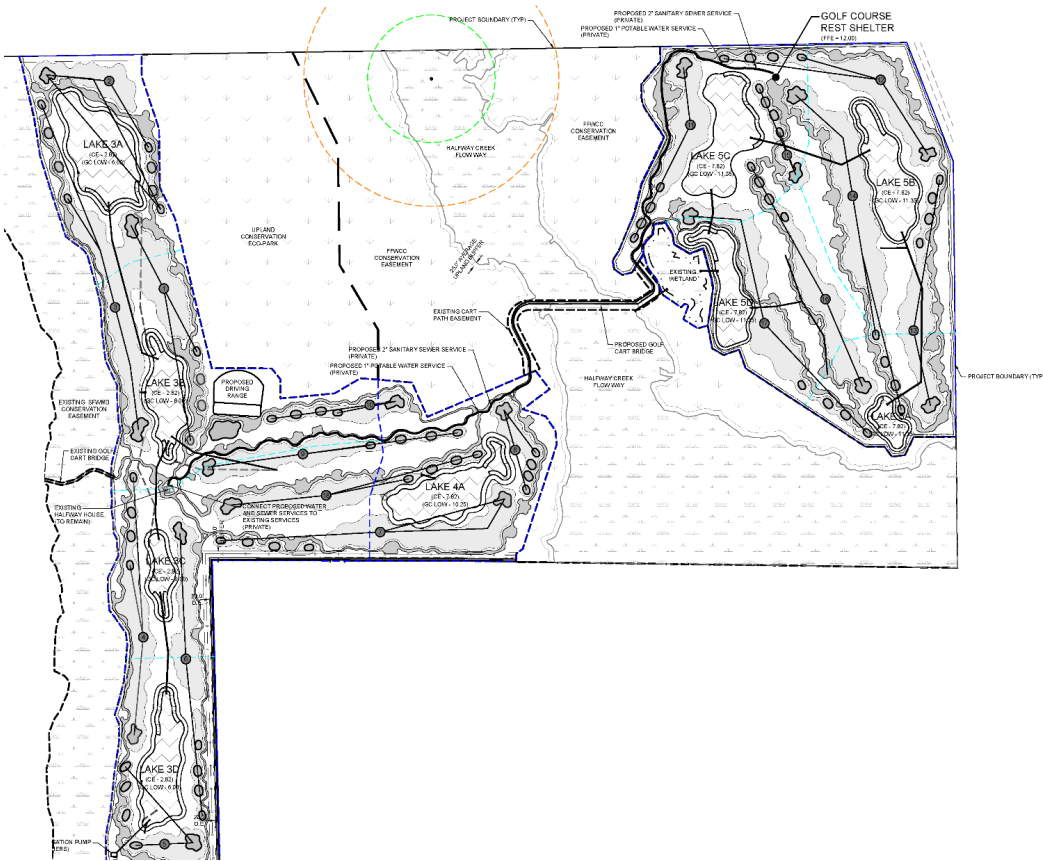
Raptor Bay Golf Course Renovation

David Willems, P.E.

Slide 1



Village Council Meeting - PACKET - (Page 166 of 179)



Slide 3



SFWMD Comments

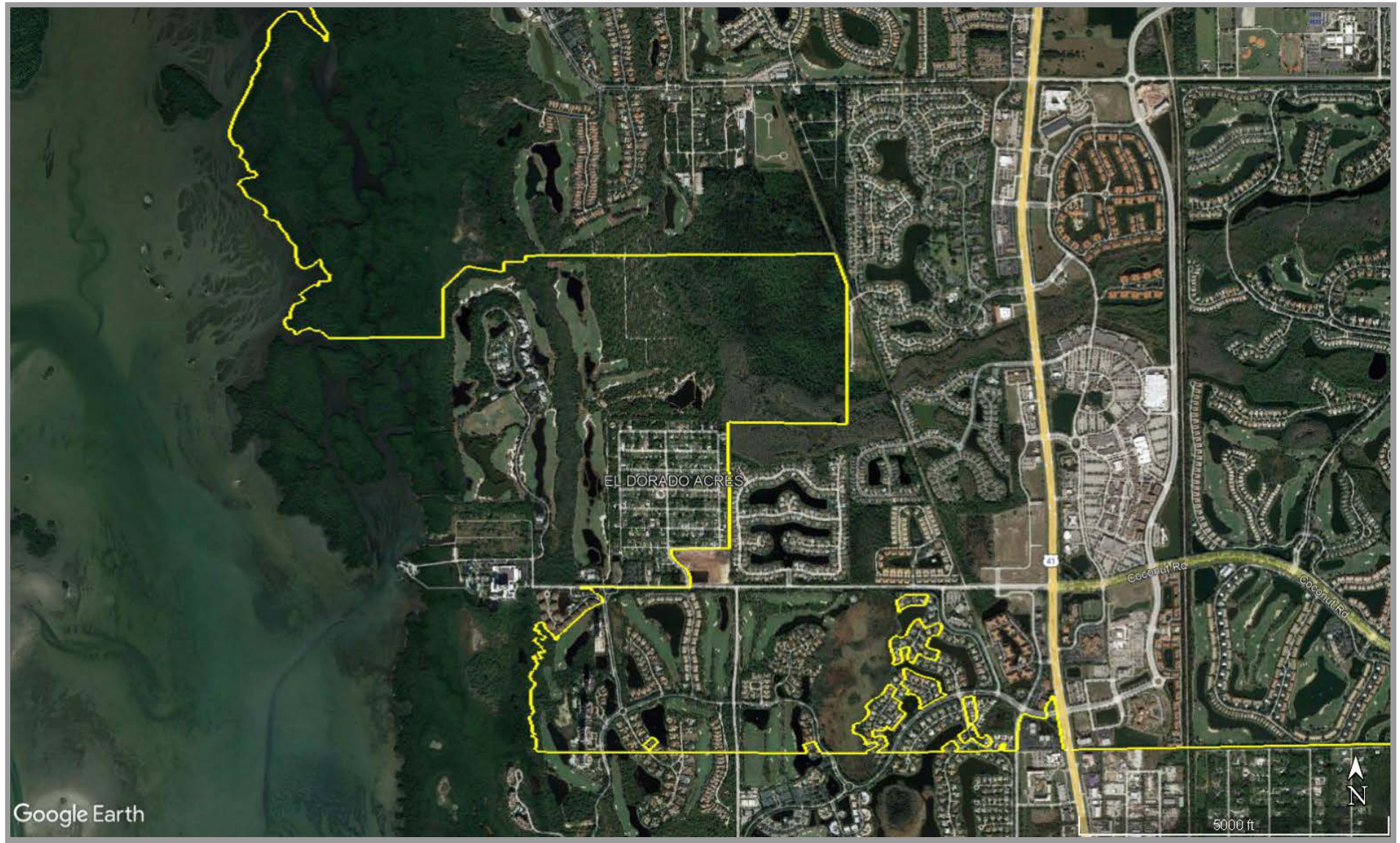
- Nutrient Loading Calculations
- Off-site Drainage Details
- Halfway Creek Conveyance and Storage Analysis
- Additional Details for Proposed Construction Road

Slide 4



QUESTIONS?

Slide 5



WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
January 5, 2022

Agenda Item:

Corkscrew Rd/Puente Lane Traffic Signal Update

Description:

Village of Estero Staff will provide an update on the construction schedule for the traffic signal located at Corkscrew Road and Puente Lane. Staff will also provide an update on the Estero Crossing frontage road.

Financial Impact:

There is not financial impact on the Village.

Attachments:

1. Presentation
2. Project Location Map



Corkscrew Traffic Signal Update

David Willems, P.E.

Slide 1



Project Location



Slide 2



Traffic Signal

- Corkscrew Road Turn Lanes – Complete pending final asphalt
- Corkscrew Commons Turn Lane – Completed outside right of way. Ongoing inside right of way.
- Mast Arm Foundations – Three of four complete, working out utility conflict on fourth
- Mast Arms – Delivered and in storage
- Expected Completion – April 2022

Slide 3



Reverse Frontage Road

- Roadway Partially Complete
- Expected to open after traffic signal is operational

Slide 4



Corkscrew Woodlands Blvd.

County will close left turn out of Corkscrew Woodlands Blvd. after traffic signal and reverse frontage road is complete



Slide 5



Schedule Summary

Traffic Signal – April 2022

Estero Crossing Reverse Frontage Rd. – April 2022

Corkscrew Woodlands Blvd. – Summer 2022

Slide 6



QUESTIONS?

Slide 7

