



# Board of County Commissioners Meeting Agenda

**District #1**

John E. Manning  
Vice Chair

**District #2**

Brian Bigelow

**District #3**

Ray Judah

**District #4**

Tammy Hall

**District #5**

Frank Mann  
Chair

Karen B. Hawes  
County Manager

Michael D. Hunt  
County Attorney

**August 16, 2011**

If you plan to address the Board, please complete a blue "Request for Comment" card (located on the table outside the Chamber entrance). Completed cards should be returned to the Staff table at the right of the podium prior to the start of the meeting.

All back up for this agenda is available on the Internet at <http://www.lee-county.com>. Additional information is available in the

**Public Resources Office**, 1<sup>st</sup> Floor, Administration Building, 2115 Second St., Fort Myers, FL

**PLEASE NOTE:** The Board may take action in its capacity as the Port Authority or Government Leasing Corporation.

**COMMISSION CHAMBERS, 2120 MAIN STREET, FORT MYERS, FLORIDA**

**9:30 AM**

Invocation: Pastor Matt Boher, Emmanuel Baptist Church

Pledge of Allegiance

Ceremonial Presentations

Recap

Public Comment on the Consent and Administrative Agenda

Consent Agenda

- Items to be pulled for discussion by the Board
- Motion to approve balance of items
- Consideration of items pulled for discussion

Administrative Agenda

Walk-ons and Carry-overs

Commissioners' Items/Committee Appointments

County Manager Items

County Attorney Items

Adjourn

## **9:30 AM CEREMONIAL PRESENTATION**

1. Employee Length of Service Awards. (#20110648-HUMAN RESOURCES)

## **CONSENT AGENDA**

### **1. COUNTY ADMINISTRATION**

### **2. COMMUNITY DEVELOPMENT**

### **3. CONSTRUCTION AND DESIGN**

#### **A) ACTION REQUESTED/PURPOSE:**

Authorize the Board to accept the informal bids taken and award to the lowest responsive/responsible bidder Gatewood Glass (local contractor) for the project known as Constitutional Complex Window Repair, in the amount of \$99,970.00.

Further authorize the chair to execute the Construction Contract on behalf of the Board upon receipt. (#20110563-CONSTRUCTION AND DESIGN)

#### **FUNDING SOURCE:**

Fund: General Fund; Program: Major Maintenance Project; Project – Constitutional Complex Window Repair/Replacement.

#### **WHAT ACTION ACCOMPLISHES:**

Approximately 26 windows will be replaced due to fogging, visibility and leaking problems.

#### **MANAGEMENT RECOMMENDATION:**

Approve.

### **4. COUNTY COMMISSIONERS**

### **5. COUNTY LANDS**

### **6. HUMAN SERVICES**

### **7. INDEPENDENT**

### **8. NATURAL RESOURCES/ SOLID WASTE**

#### **A) ACTION REQUESTED/PURPOSE:**

Authorize the Solid Waste Division to receive less than 10 tons of out-of-county solid waste from the Everglades City community marine clean-up efforts. (#20110641-SOLID WASTE)

#### **FUNDING SOURCE:**

No funds required.

#### **WHAT ACTION ACCOMPLISHES:**

Allows the Division to receive a limited quantity of out-of-county waste.

#### **MANAGEMENT RECOMMENDATION:**

Approve.

### **9. PARKS AND RECREATION**

**10. PUBLIC SAFETY**

**A) ACTION REQUESTED/PURPOSE:**

Request the Board to approve the second EMS County Award Grant budget of \$45,210.00 and Request For Grant Fund Distribution. The funds will be used to improve and/or enhance Lee County's existing EMS pre-hospital system. Also, request the Board to approve budget resolution in the amount of \$45,210.00 and accept the grant monies when received from the Bureau of EMS and approve expenditures in a like amount. (#20110619-PUBLIC SAFETY)

**FUNDING SOURCE:**

EMS County Award Grant.

**WHAT ACTION ACCOMPLISHES:**

The action completes the application and agreement process allowing Lee County EMS to apply and accept the grant monies in the amount of \$45,210.00

**MANAGEMENT RECOMMENDATION:**

Staff recommends approval.

**B) ACTION REQUESTED/PURPOSE:**

Approve the First Amendment to the License Agreement between Verizon Wireless Personal Communications LP (Licensee), and Lee County to increase the ground space to accommodate construction of additional equipment in conjunction with the Licensee's use of tower space located at 16101 Alico Road, Ft. Myers Florida. (#20110632-PUBLIC SAFETY)

**FUNDING SOURCE:**

N/A.

**WHAT ACTION ACCOMPLISHES:**

Amendment provides the right to construct facilities on an additional 415 square feet of ground space at Lee County's Alico Tower in exchange for an increase in the License fee of \$500.00 per month.

**MANAGEMENT RECOMMENDATION:**

Approve.

**11. PUBLIC WORKS ADMINISTRATION**

**12. TRANSPORTATION**

**A) ACTION REQUESTED/PURPOSE:**

A) Award B-11-25 COUNTY-WIDE ROADWAY RESURFACING IMPROVEMENTS - FY 11 CONTRACT 3 to the lowest responsive, responsible bidder meeting all bid requirements, C.W. Roberts Contracting, Inc., (a local vendor), in the not-to- exceed amount of \$961,771.00, with a project duration of 180 calendar days.

B) Authorize Chair to execute contract upon receipt on behalf of the Board.

(#20110623-TRANSPORTATION)

**FUNDING SOURCE:**

Fund – Transportation Capital Improvement; Program – Major Maintenance; Project – Road Resurfacing / Rebuild.

**WHAT ACTION ACCOMPLISHES:**

Provides a Contractor for the resurfacing and/or rebuilding of Corkscrew Road, Estero Blvd., Sentinela Blvd., Sunniland Blvd., Homestead Road, Bell Blvd. and Plantation Road.

**MANAGEMENT RECOMMENDATION:**

Approve.



### 13. UTILITIES

A) **ACTION REQUESTED/PURPOSE:**

Security Deposit Interest Rate (BS 20110618/20117, CBA/SDG): Approve the recommendation of Lee County Finance to adjust the Utilities security deposit interest rate credited to customers from .22534% to .27838%, effective September 1, 2011. The security deposit interest rate is the simple interest rate utilized to calculate interest earnings on security deposits. The interest rate will be reviewed annually.  
(#20110618-UTILITIES)

**FUNDING SOURCE:**

No funds required.

**WHAT ACTION ACCOMPLISHES:**

Allows Utilities to increase the interest rate currently being credited to customers with security deposits from .22534% to .27838% annually. The interest rate increase would allow a closer match to the average rate of interest earned on security deposits monies invested by the County. Lee County Finance reports the first six (6) months average State Board of Administrators (SBA) interest of .27838% closely replicates an 18-month rate earned on security deposit monies invested.

**MANAGEMENT RECOMMENDATION:**

Approval.

B) **ACTION REQUESTED/PURPOSE:**

FPL Agreement (BS 20110556/20010, D. Meyer/SDG): Authorize Chair, on behalf of the BOCC, to execute the "Commercial/Industrial Demand Reduction Rider Agreement" between Lee County and the Florida Power & Light Company (FP&L) for the 'THREE OAKS WASTEWATER TREATMENT FACILITY'.  
(#20110556-UTILITIES)

**FUNDING SOURCE:**

No funds required.

**WHAT ACTION ACCOMPLISHES:**

Allows Lee County Utilities to have the lowest rates possible on our electrical consumption.

**MANAGEMENT RECOMMENDATION:**

Approval.

C) **ACTION REQUESTED/PURPOSE:**

Authorize the continued use of Quote IW090528 Welding and Metal Fabrication for Utilities, from the awarded vendor Titan Manufacturing, Inc., with an estimated annual expenditure of \$200,000.  
(#20110602-UTILITIES)

**FUNDING SOURCE:**

Fund-Lee County Utilities Operations; Programs-Water Treatment Plants, Wastewater Treatment Plants and Systems Maintenance; Projects-Equipment Maintenance and Equipment Repair Parts.

**WHAT ACTION ACCOMPLISHES:**

Allows Utilities to get direct support from this specialized vendor on an as needed basis, in a cost effective, efficient and timely manner.

**MANAGEMENT RECOMMENDATION:**

Approve.

14. **COUNTY ATTORNEY**

A) **ACTION REQUESTED/PURPOSE:**

Direct an ordinance amending the Lee County Noise Ordinance No. 93-15, as amended, to public hearing in the Lee County Chambers on Tuesday, September 13, 2011 at 9:30 a.m. or as soon as thereafter as it may be heard. (#20110625-COUNTY ATTORNEY)

**FUNDING SOURCE:**

N/A.

**WHAT ACTION ACCOMPLISHES:**

Eliminates any potential violation of the regulatory preemption pertaining to firearms, ammunition and related components adopted by the Florida Legislature in Florida Statutes Chapter 790.

**MANAGEMENT RECOMMENDATION:**

Approve authorization to advertise for and conduct a Public Hearing on Tuesday, September 13, 2011 at 9:30 a.m.

B) **ACTION REQUESTED/PURPOSE:**

Direct an ordinance amending the Lee County Parks and Recreation Ordinance No. 06-26, as amended, to public hearing in the Lee County Commission Chambers on Tuesday, September 13, 2011 at 9:30 a.m. or as soon thereafter as it may be heard. (#20110624-COUNTY ATTORNEY)

**FUNDING SOURCE:**

N/A.

**WHAT ACTION ACCOMPLISHES:**

Eliminates any potential violation of the regulatory preemption pertaining to firearms, ammunition and related components adopted by the Florida Legislature in Florida Statutes Chapter 790.

**MANAGEMENT RECOMMENDATION:**

Approve authorization to advertise for and conduct a Public Hearing on Tuesday, September 13, 2011 at 9:30 a.m.

15. **HEARING EXAMINER**

16. **CONSTITUTIONAL OFFICERS**

A) **ACTION REQUESTED/PURPOSE:**

Approve Sheriff's expenditure and transfer from reserves in the LET Fund #10500 for \$100,000.00 for prevention and education programs. (#20110630-SHERIFF)

**FUNDING SOURCE:**

Law Enforcement Trust Fund.

**WHAT ACTION ACCOMPLISHES:**

Allow funds to be expended in the current fiscal year.

**MANAGEMENT RECOMMENDATION:**

Approve.

B) **ACTION REQUESTED/PURPOSE:**

Approve Expenditures in the amount of \$389,267.36 by the Lee County Sheriff's Office for FY 10/11 from revenues collected from various fees, services, etc. (see below) that were collected by the Sheriff's Office during the period of 4/16/11 through 7/31/11. Also approve transfers within budget line items within the Sheriff's Office allocation. (#20110631-SHERIFF)

**FUNDING SOURCE:**

General Fund.

**WHAT ACTION ACCOMPLISHES:**

Board approval is needed to expend funds collected.

**MANAGEMENT RECOMMENDATION:**

Approve.

16. **CONSTITUTIONAL OFFICERS (Continued)**

C) **ACTION REQUESTED/PURPOSE:**

Request Board approves disbursements. The check and wire registers can now be viewed on the Clerk's Website at WWW.LEECLERK.ORG by accessing the BOCC Minutes and Documents link.  
(#20110644-FINANCE)

**FUNDING SOURCE:**

N/A.

**WHAT ACTION ACCOMPLISHES:**

Florida Statute Chapter 136.06 (1) requires that all County disbursements be recorded in the Minutes of the Board.

**MANAGEMENT RECOMMENDATION:**

Compliance with the requirements of FS 136.06 (1).

D) **ACTION REQUESTED/PURPOSE:**

Approve the Minutes for the following meetings of the Board of County Commissioners held during the week of August 1 through August 5, 2011: June 27, 2011 (Special - at Port), August 02, 2011 (Regular), August 03, 2011 (Millage Rate). (#20110645-MINUTES)

**FUNDING SOURCE:**

N/A.

**WHAT ACTION ACCOMPLISHES:**

Approval of the Board Minutes, pursuant to Florida Statute 286.011.

**MANAGEMENT RECOMMENDATION:**

Approve.

E) **ACTION REQUESTED/PURPOSE:**

File and Record proof of publication of unclaimed cash bond refunds in the minutes of the County Commissioners of Lee County. (#20110646-FINANCE)

**FUNDING SOURCE:**

N/A.

**WHAT ACTION ACCOMPLISHES:**

Pursuant to Chapter 116.21, Florida Statute notifies criminal and civil cash bond depositors of unclaimed funds held by the Clerk of Courts.

**MANAGEMENT RECOMMENDATION:**

Approved.

17. **PORT AUTHORITY AND OTHER GOVERNING BOARDS**

## **ADMINISTRATIVE AGENDA**

### **1. COUNTY ADMINISTRATION**

#### **A) ACTION REQUESTED/PURPOSE:**

A. Authorize entering into a Service Provider Agreement, in accordance with Florida Statute 287.057 where legal services are exempt from competitive-solicitation, for Water Resources Consulting Services, for Lee County Visitor & Convention Bureau, to Rose Sundstrom & Bentley LLP, in the amount of \$200,000.00 for the 2011-12 fiscal year with a contract period of one (1) year with a one (1) year renewal option.

B. Further authorize Chair to execute the Service Provider Agreement upon receipt.

(#20110621-VISITOR AND CONVENTION BUREAU)

#### **FUNDING SOURCE:**

Fund: Tourist Dev. Tax Trust; Program: VCB Capital Planning.

#### **WHAT ACTION ACCOMPLISHES:**

Provides for a continuation of services with a proven consultant in the area of water resource management.

#### **MANAGEMENT RECOMMENDATION:**

Approve.

### **2. COMMUNITY DEVELOPMENT**

### **3. CONSTRUCTION AND DESIGN**

### **4. COUNTY COMMISSIONERS**

### **5. COUNTY LANDS**

### **6. HUMAN SERVICES**

### **7. INDEPENDENT**

### **8. NATURAL RESOURCES/ SOLID WASTE**

### **9. PARKS AND RECREATION**

### **10. PUBLIC SAFETY**

### **11. PUBLIC WORKS ADMINISTRATION**

### **12. TRANSPORTATION**

13. **UTILITIES**

A) **ACTION REQUESTED/PURPOSE:**

McGregor II Wastewater Assessment Penalty Waiver Request. Approve or deny customer request to waive 100% of the penalty charges in the amount of \$21,238.64. This action would bring the outstanding penalty balance current. The customer would continue to be responsible for principal and interest charges, and any future penalties that may result from delinquent payments. (#20110617-UTILITIES)

**FUNDING SOURCE:**

No funds required.

**WHAT ACTION ACCOMPLISHES:**

Reduction of customer wastewater assessment penalty from \$21,238.64 to \$-0-.

**MANAGEMENT RECOMMENDATION:**

Staff does NOT recommend approving this action. The property being assessed is zoned residential; 15290 Codie Street, Fort Myers. A 100% waiver of the penalty fees requires BoCC approval. Utilities has offered to reduce penalty fees by 50%, with payment in full for outstanding principal, interest, and 1/2 the penalty fees. The customer declined the offer.

14. **COUNTY ATTORNEY**

15. **HEARING EXAMINER**

16. **CONSTITUTIONAL OFFICERS**

17. **PORT AUTHORITY AND OTHER GOVERNING BOARDS**

**Lee County Board Of County Commissioners**  
**Agenda Item Summary**

**Blue Sheet No. 20110648**

**1. ACTION REQUESTED/PURPOSE:**

Employee Length of Service Awards.

**2. FUNDING SOURCE:**

**3. WHAT ACTION ACCOMPLISHES:**

**4. MANAGEMENT RECOMMENDATION:**

**5. Departmental Category: CP1**

**6. Meeting Date:** 8/16/2011

**7. Agenda:**

Ceremonial

**8. Requirement/Purpose: (specify)**

- ☐ Statute  
☐ Ordinance  
☐ Admin Code  
☐ Other

**9. Request Initiated**

**Commissioner:** All

**Department:** HUMAN RESOURCES

**Division:** No Divisions

**By:** Christine Brady

**10. Background:**

**11. Required Review:**


**12. Commission Action:**

<b>LENGTH OF SERVICE REPORT</b>			
<b>2nd Quarter 2011</b>			
<b>First Name</b>	<b>Last Name</b>	<b>Yrs of Service</b>	<b>Department</b>
Bonnie	Bahr	5	Parks And Recreation
Robert	Betrus	5	Human Services
Timothy	Bonisolli	5	Parks And Recreation
Dennis	Bowins	5	D O T Operations
Lina	Colon	5	Public Safety
Shannon	Davis	5	Public Safety
Robert	Dexter	5	Utilities
Joseph	Diaz	5	Public Safety
Joseph	Dodds	5	Parks And Recreation
Joseph	Elliott	5	Transit
Charmine	Evans	5	Visitor And Convention Bureau
William	Fahrner	5	Animal Services
Stephanie	Figueroa	5	Human Resources
Patrick	Fischer	5	County Lands
David	Gibbons	5	Parks And Recreation
Abel	Gonzalez	5	Solid Waste
David	Harris	5	County Manager
Timothy	Harrison	5	Public Safety
Richard	Heilig	5	D C D Development Svcs
Sonja	Hurst	5	County Attorney
Karen	Kraemer	5	Solid Waste
Joan	LaGuardia	5	D C D Administration And Support
Ferdinand	Landin	5	Transit
Ricky	Lee	5	Utilities
Joseph	Lengyel	5	Utilities
Jessica	Lowery	5	Parks And Recreation
Virginia	Lynn	5	Human Services
Christopher	MacPhee	5	Parks And Recreation
Jeffrey	Mansell	5	Parks And Recreation
Stephen	McDonnell	5	Facilities Management
Robert	Midgett	5	Solid Waste
Lydia	Montgomery	5	Human Resources
Gregory	Mooneyham	5	Parks And Recreation
Edmund	Nordgren	5	Parks And Recreation
James	O'Leary	5	Public Safety

Carlos	Padron	5	Transit
Michelle	Pardo	5	Parks And Recreation
Yuri	Perez-Alvarez	5	Transit
Marvin	Perry	5	Facilities Management
Jennifer	Perry	5	Public Safety
Stephanie	Pineda	5	Public Safety
Jodi	Plimpton	5	Public Safety
Natalia	Pravilenko	5	Library
Nicole	Reed	5	Public Safety
Brandon	Robinson	5	Public Safety
Eric	Rubio	5	Parks And Recreation
Lynn	Schiller	5	Solid Waste
Michael	Sullivan	5	D C D Development Svcs
Joseph	Vixama	5	Transit
Samuel	Volpone	5	Transit
Lee	Werst	5	Natural Resources
Wilbert	Williams	5	D O T Operations
Raymond	Woods	5	Transit
Thomas	Campbell	10	Parks And Recreation
Kathryn	Ciccarelli	10	Purchasing Services
Efrain	Cruz	10	D O T Traffic
Craig	Davison	10	Public Safety
Paul	Dipentima	10	D O T Operations
Linda	Dunn	10	Library
Laurel	Hasty	10	D O T Tolls
George	Hillier	10	Parks And Recreation
Justin	McBride	10	Natural Resources
Linda	McCarthy	10	Library
Miguel	Morales	10	Parks And Recreation
Daneil	Murray	10	D O T Operations
Denise	Parker	10	D C D Administration And Support
Cindy	Pledger	10	D O T Engineering
Ronald	Psait	10	D C D Development Svcs
Dean	Richter	10	Utilities
Luis	Rivera-Guzman	10	D O T Operations
Denise	Sabatini	10	Public Resources
Shirley	Salewsky	10	D O T Engineering
Stanford	Shanks	10	Utilities
Coletta	Walker	10	Library
Wilks	Hale	15	D O T Tolls



Nancy	Huber	15	Visitor And Convention Bureau
Bernard	O'Rourke	15	Economic Development
Ronald	Renick	15	Transit
Irma	Reyes	15	Parks And Recreation
Baxter	Rothell	15	Facilities Management
Colleen	Via	15	Parks And Recreation
Chad	Yoder	15	Parks And Recreation
Traci	Acton	20	Public Safety
Peter	Cloutier	20	Internal Services
Silvia	Hasak	20	Human Services
Jennifer	Kamp	20	Public Safety
Janeth	Maldonado	20	Human Services
Karin	McLeish-Delgado	20	Library
Diana	Parker	20	Hearing Examiner
Lawrence	Ralston	20	Transit
Barnester	Rowland	20	Facilities Management
Adrienne	Solomon	20	D O T Operations
John	Turner	20	County Attorney
John	Turner	20	Facilities Management
Howard	Wegis	20	Utilities
Jess	White	20	Public Safety
Carole	Coats	25	Library
Donald	Murino	25	D O T Operations
Paul	O'Connor	25	D C D Planning
Cynthia	Mitar	30	Parks And Recreation
Thomas	Osterhout	30	Utilities
Susan	Riley	30	Transit

**Lee County Board Of County Commissioners**  
**Agenda Item Summary**

**Blue Sheet No. 20110563**

**1. ACTION REQUESTED/PURPOSE:**

Authorize the Board to accept the informal bids taken and award to the lowest responsive/responsible bidder Gatewood Glass (local contractor) for the project known as Constitutional Complex Window Repair, in the amount of \$99,970.00.

Further authorize the chair to execute the Construction Contract on behalf of the Board upon receipt.

**2. FUNDING SOURCE:**

Fund: General Fund; Program: Major Maintenance Project; Project – Constitutional Complex Window Repair/Replacement

**3. WHAT ACTION ACCOMPLISHES:**

Approximately 26 windows will be replaced due to fogging, visibility and leaking problems.

**4. MANAGEMENT RECOMMENDATION:** Approve

**5. Departmental Category:** C3A

**6. Meeting Date:** 8/16/2011

**7. Agenda:**

Consent

**8. Requirement/Purpose:** *(specify)*

- ☐ Statute  
☐ Ordinance  
☒ Admin Code AC-4-4  
☐ Other

**9. Request Initiated**

**Commissioner:**

**Department:** CONSTRUCTION AND DESIGN

**Division:** No Division

**By:** Damon Grant

**10. Background:**

The anticipated cost of the Constitutional Complex window replacements was under \$100,000.00.

Construction and Design requested 3 bids from contractors. One of the three bidders did not bid due to the difficulties associated with the replacement of the windows. The low bidder, Gatewood, came in at \$99,970.00 and the second was Certified Glass with a bid of \$115,680.00.

Because the low bid is close to the formal level (\$100,000.00) the Assistant County Manager, Doug Meurer, has requested this to be sent to the Board for official approval.

Gatewood will be required to execute the County's standard construction contract and provide proof of insurance prior to beginning the project.

Funds are available in account: 40885000100.503190

Attachment: 1. Informal Bids Received

**11. Required Review:**

<b><i>Damon Grant</i></b>	<b><i>Scott Covert</i></b>	<b><i>Emma Wolf</i></b>	<b><i>Mike Figueroa</i></b>	<b><i>David Harris</i></b>	<b><i>Doug Meurer</i></b>
CONSTRUCTION AND DESIGN	County Attorney	Budget Analyst	Risk	Budget Services	Public Works Director

**12. Commission Action:**

# PROPOSAL



Page No. 1 of 1 Pages

4551 Cummins Court  
Fort Myers, FL 33905  
(239) 334-8002  
(239) 334-3444 fax

PROPOSAL SUBMITTED TO Lee County Facilities Management		FAX 239-338-3357	DATE 04/19/2011
STREET 1765 Henderson Ave.		JOB NAME LCCC Building Glass Replacement	
CITY, STATE AND ZIP CODE Ft Myers Fl. 33916		JOB LOCATION Fowler St. and MLK Blvd. Ft. Myers	
ATTENTION Randy Harris	DATE OF PLANS 04/19/11	JOB PHONE	

We hereby submit specifications and estimates for:

Furnish and install labor and material to replace 36 lites of glass (approx. 64" x 80" 1" insulated) to match existing glass. Units replaced are as follows: 204 (2), 230 (2), 263 (1), 265 (1), 269 (1), 273 (1), 324 (2), 328 (1), 339 (1), 348 (2), 367 (2), 369 (1), 370 (4), 414 (1), 418 (2), 420 (1), 421 (2), 423 (1), 424 (1), 429 (1), 445 (1), 446 (1), 448 (1), 488 (1), 490 (2). All work to be performed after normal office hours. Note that 5 of these lites of glass to be supplied only (located at the southwest corner).

Total Installed \$ 99,970.00.

Exclusions: Bond, removal of individuals property and office equipment and supplies, removal and replacement of any landscaping if necessary for access, any issues regarding FP&L for power line interference including any charges that may accrue for line realinement, any lane closers or cost related.

~~We~~ **Propose** hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

dollars (\$ 0.00 ).

Payment to be made asfollows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike involving extra costs will be executed only upon written orders, and will become an extra manner according to standard practices. Any alteration or deviation from above specifications charge over and above the estimate. All agreements contingent upon strikes, accidents or delay beyond our control. Owner to carry fire, tomado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized  
Signature \_\_\_\_\_

Note: This proposal may bewithdrawn by us if not  
accepted within 60 days.

**Acceptance of Proposal** — The above prices, specifications  
andconditions are satisfactory and are hereby accepted. You are authorized to  
do thework as specified. Payment will be made as outlined above.

SIGNATURE

DATE OF ACCEPTANCE:

04/19/11

SIGNATURE

# Certified Glass, Inc.

1338 Del Prado Blvd., Suite F  
Cape Coral, FL 33990

## Quote

Date	Quote #
2/21/2011	10760

### Quote To

Lee County Facilities Management  
Lee County Finance Department  
P.O. Box 2238  
Fort Myers, FL 33902

### Job Location

Lee County Tax Collector  
2nd, 3rd & 4th Floors  
Fort Myers, FL  
REVISED 4/11/11

### Customer Phone/Fax

Phone: 239-533-9021 Fax: 239-344-5254

Phone # 239-242-1262  
Fax # 239-242-2476

### Project

Lee County Tax Collec...

Description	Quantity	Rate	Total
We Propose to Provide and Install Thirty (30) Fogged Insulated Units (1" Overall, VS3-14 Tint, Heat Strengthened) as Follows. Also Included in This Quote is the Purchase of Six (6) Extra Units To Be Stored by Lee County.			
Material		35,400.00	35,400.00
Special Equipment		19,800.00	19,800.00
Installation		60,480.00	60,480.00
NOTE: This Quote is based upon the following understanding:			
1) Work is to be done on weekends or after 4:00 PM on weekdays or other County non-working days.			
2) Any interior carpenter work required will be the responsibility of the County.			
3) Lee County will provide an escort for the entire project to provide access.			
4) Lee County will provide storage for material.			
5) If applicable, Certified Glass will have permission to use the roof for erection equipment.			
6) Lee County will obtain the necessary permits for traffic control if required.			
7) No specific timeframe has been given for completion of this project, but it is the intention of Certified Glass to complete the project in a timely manner.			
8) The scope of the this project is to replace thirty (30) fogged units of 1" insulated glass with special tint located on the 2nd, 3rd and 4th floors.			
9) Lee County to provide 220 Volt on the roof if required.			
10) Certified Glass has permission to trim the trees if required.			
APPROVED: _____			
DATE: _____			
		Sales Tax (6.0%)	\$0.00
A deposit of fifty percent (50%) shall be required prior to ordering materials.		Total	\$115,680.00
This Quote may be withdrawn by us if not accepted within thirty (30) days.			

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20110641**

**1. ACTION REQUESTED/PURPOSE:**

Authorize the Solid Waste Division to receive less than 10 tons of out-of-county solid waste from the Everglades City community marine clean-up efforts.

**2. FUNDING SOURCE:**

No funds required.

**3. WHAT ACTION ACCOMPLISHES:**

Allows the Division to receive a limited quantity of out-of-county waste.

**4. MANAGEMENT RECOMMENDATION:** Approve.

**5. Departmental Category:** C8A

**6. Meeting Date:** 8/16/2011

**7. Agenda:**

Consent

**8. Requirement/Purpose: (specify)**

- ☐ Statute  
☐ Ordinance  
☐ Admin Code  
☒ Other

**9. Request Initiated**

**Commissioner:** All  
**Department:** SOLID WASTE  
**Division:** No Divisions  
**By:** Lindsey Sampson

**10. Background:**

Covanta Energy is sponsoring a marine clean-up event with the Everglades City community under its "Fishing For Energy" program (see attached) and has asked to deliver the waste debris to the Lee County waste to energy. Such processing of out-of-county waste requires specific Board approval.

Covanta Energy Lee, Inc. will pay all applicable fees for disposal.

**11. Required Review:**

<i>Lindsey Sampson</i>	<i>Tricia Jackson</i>	<i>David Harris</i>	<i>Jed Schneck</i>	<i>Roland Ottolini</i>	
SOLID WASTE	Budget Analyst	Budget Services	County Attorney	Public Works Director	

**12. Commission Action:**





**F**ishing for Energy launched in 2008 through a partnership among Covanta Energy Corporation, the National Fish and Wildlife Foundation (NFWF), the National Ocean and Atmospheric Administration (NOAA), and Schnitzer Steel Industries, Inc. with the stated goal of providing a cost-free solution to fishermen to dispose of old, derelict (gear that is lost in the marine environment) or unusable fishing gear and reducing the amount of derelict fishing gear in and around coastal waterways.

#### **Working with Communities, for Communities**

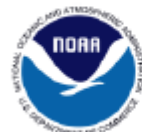
The partnership continues to work closely with state and local agencies, community and fishing groups, and local ports to install bins at convenient and strategic locations into which fishermen can deposit fishing gear. When these bins fill up, the gear is collected and transported to a nearby Schnitzer Steel facility where the metal (i.e. crab pots, gear rigging) is pulled for recycling, and rope or nets are sheared for easier handling for disposal. From there it is brought to the nearest Covanta Energy-from-Waste (EfW) facility where the gear is converted into clean, renewable electricity for local communities.

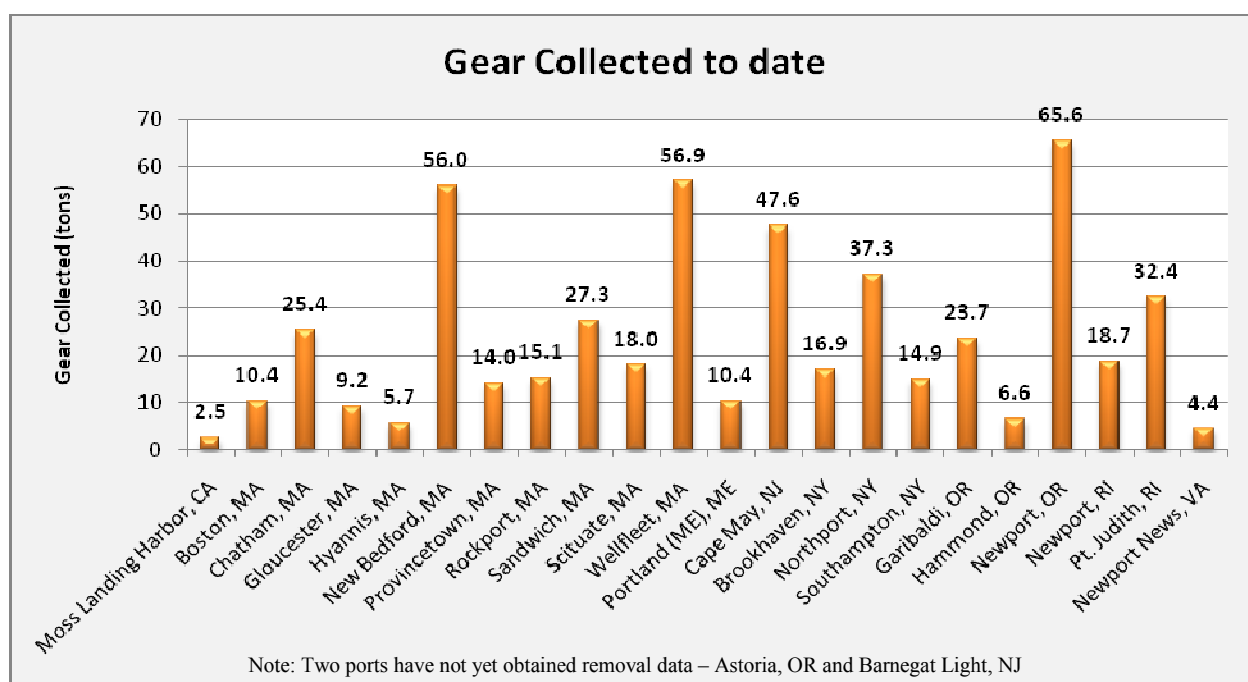
**Since 2008, 500 tons of gear has been collected through the Fishing for Energy program at 24 ports across the country.**

#### **A New Approach to Reducing Marine Debris**

The NOAA Marine Debris Program has identified derelict fishing gear as one of the major types of debris impacting the marine environment. Marine debris in general threatens important living marine resources and their habitat, as well as hinders navigational safety. Derelict fishing gear has been known to continue to “fish” commercially-valuable species targeted by fishermen and can snag on active fishing gear, creating high costs to fishermen in both time and money. Derelict gear also catches non-target species, including species that may be listed as endangered or threatened. Marine mammals and sea turtles can become entangled and drown, or their health may be impacted as they are wrapped in pieces of line or net that can cause injury or prevent them from catching prey. Marine habitats, which are smothered when derelict nets sink from the weight of their catch, are further damaged when nets on the bottom are shifted by storms.

This partnership is designed to give fishermen a place to dispose of derelict gear they come across while on the water, and ease the burden of high costs associated with disposing of old fishing gear into landfills. The program also began providing grant awards for community groups to proactively remove derelict fishing gear in 2009. These investments, which are estimated to remove over 92 tons in the first year, provide the fishing community with a means to become more actively involved in addressing marine debris issues.





If you are a fisherman near any of these locations, you are encouraged to bring any gear you might have for disposal. Please contact Erin Duggan at the National Fish and Wildlife Foundation at **202-595-2469** for specific bin location addresses.

#### ***About Covanta***

Covanta Energy is an internationally recognized owner and operator of large-scale Energy-from-Waste and renewable energy projects and a recipient of the Energy Innovator Award from the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy. Covanta's 45 Energy-from-Waste facilities provide communities with an environmentally sound solution to their solid waste disposal needs by using that municipal solid waste to generate clean, renewable energy. Annually, Covanta's modern Energy-from-Waste facilities safely and securely convert approximately 20 million tons of waste into more than 9 million megawatt hours of clean renewable electricity and create 10 billion pounds of steam that are sold to a variety of industries. For more information, visit [www.covantaholding.com](http://www.covantaholding.com).

#### ***About National Fish and Wildlife Foundation***

A nonprofit established by Congress in 1984, the National Fish and Wildlife Foundation sustains, restores and enhances the Nation's fish, wildlife, plants and habitats. Through leadership conservation investments with public and private partners, NFWF is dedicated to achieving maximum conservation impact by developing and applying best practices and innovative methods for measurable outcomes. Since its establishment, NFWF has leveraged \$530 million in federal funds into \$1.8 billion for conservation. For more information, visit [www.nfwf.org](http://www.nfwf.org).

#### ***About the National Oceanic and Atmospheric Administration (NOAA)***

NOAA understands and predicts changes in the Earth's environment, from the depths of the ocean to the surface of the sun, and conserves and manages our coastal and marine resources. The NOAA Marine Debris Program, housed within the Office of Response & Restoration, coordinates, strengthens, and increases the visibility of marine debris issues and efforts within the agency, its partners, and the public. The program supports activities at both a national and international level focused on identifying, reducing and preventing debris from entering the marine environment. NOAA's Office of Response and Restoration (OR&R) protects coastal and marine resources, mitigates threats, reduces harm, and restores ecological function. The Office provides comprehensive solutions to environmental hazards caused by oil, chemicals, and marine debris. For more information, visit: [www.noaa.gov](http://www.noaa.gov).

#### ***About Schnitzer Steel Industries, Inc.***

Schnitzer Steel Industries, Inc. is one of the largest manufacturers and exporters of recycled ferrous metal products in the United States with 42 operating facilities located in 14 states throughout the country, including seven export facilities located on both the East and West Coasts and in Hawaii and Puerto Rico. The Company's vertically integrated operating platform also includes its auto parts and steel manufacturing businesses. The Company's auto parts business sells used auto parts through its 45 self-service facilities located in 14 states and in western Canada. With an effective annual production capacity of approximately 800,000 tons, the Company's steel manufacturing business produces finished steel products, including rebar, wire rod and other specialty products. The Company commenced its 104th year of operations in fiscal 2010.

For more information, please visit <http://www.nfwf.org/marinedebris/fishingforenergy> or contact Erin Duggan at 202-595-2469 or [erin.duggan@nfwf.org](mailto:erin.duggan@nfwf.org)

**Lee County Board Of County Commissioners**  
**Agenda Item Summary**

**Blue Sheet No. 20110619**

**1. ACTION REQUESTED/PURPOSE:**

Request the Board to approve the second EMS County Award Grant budget of \$45,210.00 and Request For Grant Fund Distribution. The funds will be used to improve and/or enhance Lee County's existing EMS pre-hospital system. Also, request the Board to approve budget resolution in the amount of \$45,210.00 and accept the grant monies when received from the Bureau of EMS and approve expenditures in a like amount.

**2. FUNDING SOURCE:**

EMS County Award Grant

**3. WHAT ACTION ACCOMPLISHES:**

The action completes the application and agreement process allowing Lee County EMS to apply and accept the grant monies in the amount of \$45,210.00

**4. MANAGEMENT RECOMMENDATION:** Staff recommends approval.

**5. Departmental Category: C10A**

**6. Meeting Date:** 8/16/2011

**7. Agenda:**

Consent

**8. Requirement/Purpose: (specify)**

- ☐ Statute  
☐ Ordinance  
☐ Admin Code  
☒ Other

**9. Request Initiated**

**Commissioner:**

**Department:** PUBLIC SAFETY

**Division:** Emergency Medical Services

**By:** John Wilson

**10. Background:**

The State of Florida legislature established the EMS Trust Fund for the purpose of improving and enhancing the existing pre-hospital emergency medical system in each county. The Board approved the first distribution of \$47,276.00 on March 15, 2011, blue sheet #20110168 of the EMS County Award Grant. This grant represents the second distribution of funds. The grant amount of \$45,210.00 is Lee County's share of the monies collected through a surcharge of moving violation citations during January 01, 2011 through June 30, 2011.

Paramedic tuition for 3 EMT employees; EMS public education; EMS Operations; and support to Lee County Injury Prevention Coalition, Safe Kids Coalition, Fit-Friendly, G.A.T.E. and Bicycle & Pedestrian Safety Programs.

The grant proceeds when received will be available in grant revenue account: 12099613834.334290.9001

Other Contracted Services: 12099613834.503490 \$25,000.00

Educational Expenses: 12099613834.505530 \$10,000.00

Furniture & Equipment: 12099613834.506410 \$10,210.00

**11. Required Review:**

<i>John Wilson</i>	<i>Tricia Jackson</i>	<i>David Harris</i>	<i>Andrea Fraser</i>	<i>Holly Schwartz</i>	
PUBLIC SAFETY	Budget Analyst	Budget Services	County Attorney	County Manager	

**12. Commission Action:**



FLORIDA DEPARTMENT OF HEALTH  
EMS GRANT PROGRAM

**REQUEST FOR GRANT FUND DISTRIBUTION**

In accordance with the provisions of Section 401.113(2)(b), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion or continuation of pre-hospital EMS.

**DOH Remit Payment To:**

Name of Agency: Lee County Board of Commissioners

Mailing Address: P.O. Box 398

Ft. Myers, Florida 33902-0398

Federal Identification Number VF 590600702

Authorized Agency Official: \_\_\_\_\_  
Signature Date

Frank Mann, Chairman  
Type Name and Title

*Sign and return this page with your application to:*

*Florida Department of Health  
BEMS Grant Program  
4052 Bald Cypress Way, Bin C18  
Tallahassee, Florida 32399-1738*

**Do not write below this line. For use by Bureau of Emergency Medical Services personnel only**

Grant Amount For State To Pay: \$ \_\_\_\_\_ Grant ID Code: \_\_\_\_\_

Approved By: \_\_\_\_\_  
Signature of EMS Grant Officer Date

State Fiscal Year: \_\_\_\_\_

<u>Organization Code</u>	<u>E.O.</u>	<u>OCA</u>	<u>Object Code</u>
64-42-10-00-000	CG	N2000	750000

Federal Tax ID: VF \_\_\_\_\_

Grant Beginning Date: \_\_\_\_\_ Grant Ending Date: \_\_\_\_\_

**BUDGET**

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	Amount
N/A	- 0-
TOTAL Salaries	
TOTAL FICA	
Grand total Salaries and FICA	- 0-

**B. Expenses:** These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	Amount
Lee County EMS Paramedic Tuition Program @ Edison College (3)	\$10,000.00
Lee County Injury Prevention Coalition; Safe Kids Coalition; Fit-Friendly; G.A.T.E.; Pedestrian & Bicycle Safety Programs	\$25,000.00
TOTAL	\$35,000.00

**C. Vehicles, equipment, and other** operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	Amount
Ambulance Light Pre-emption Signaling Device	\$10,210.00
TOTAL	
Grand Total	\$45,210.00

# RESOLUTION #

Amending the EMS County Award Fund #13834 Budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2010-2011.

**WHEREAS**, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the EMS County Award Fund #13834 budget for \$45,210 of the unanticipated revenue from Florida Bureau of EMS grant proceeds and an appropriation of a like amount for educational expense and other contracted services and;

**WHEREAS**, the EMS County Award Fund #13834 budget shall be amended to include the following amounts which were previously not included.

## ESTIMATED REVENUES

Prior Total:		\$324,905
Additions		
12099613834.334290.9001	EMS County Award	\$45,210
Amended Total Estimated Revenues		\$370,115

## APPROPRIATIONS

Prior Total:		\$324,905
Additions		
12099613834.503490	Other Contracted Services	\$25,000
12099613834.505530	Educational Expense	\$10,000
12099613834.506410	Furniture & Equipment	\$10,210
Amended Total Appropriations		\$370,115

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lee County, Florida, that the EMS County Award Fund #13834 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

\_\_\_\_\_  
CHAIR

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

DOC TYPE YA  
LEDGER TYPE BA

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20110632**

**1. ACTION REQUESTED/PURPOSE:**

Approve the First Amendment to the License Agreement between Verizon Wireless Personal Communications LP (Licensee), and Lee County to increase the ground space to accommodate construction of additional equipment in conjunction with the Licensee's use of tower space located at 16101 Alico Road, Ft Myers Florida .

**2. FUNDING SOURCE:**

N/A

**3. WHAT ACTION ACCOMPLISHES:**

Amendment provides the right to construct facilities on an additional 415 square feet of ground space at Lee County's Alico Tower in exchange for an increase in the License fee of \$500.00 per month.

**4. MANAGEMENT RECOMMENDATION:** Approve

**5. Departmental Category:** C10B

**6. Meeting Date:** 8/16/2011

**7. Agenda:**

Consent

**8. Requirement/Purpose: (specify)**

- ☐ Statute  
☐ Ordinance  
☐ Admin Code  
☒ Other

**9. Request Initiated**

**Commissioner:**

**Department:** PUBLIC SAFETY

**Division:** Communications

**By:** John Wilson

**10. Background:**

In December 2001, the Board approved a License Agreement with PrimeCo Personal Communications regarding the request for tower space. Verizon Wireless, as successor in interest to PrimeCo Personal Communications, requested permission consistent with the terms of the license to expand its facilities to include an additional 415 square feet of ground space and the right to add more equipment on the Alico tower site. Verizon Wireless has agreed to pay an additional \$500 per month in license fees for the additional square footage and other rights provided by the amendment to the License Agreement.

County staff recommends approval of the First Amendment to Lee County's Alico Tower Antenna Site License Agreement with Verizon Wireless Personal Communications LP, formerly PrimeCo Personal Communications. With the \$500/month license fee increase, the License Agreement will generate a total of \$26,495.64 in revenues per year.

**Attachments:**

First Amendment to License Agreement

Amended Memorandum of License Agreement

**11. Required Review:**

<i>John Wilson</i>	<i>Robert Franceschini</i>	<i>Gregory Hagen</i>	<i>Tricia Jackson</i>	<i>David Harris</i>	<i>Holly Schwartz</i>
PUBLIC SAFETY	Purchasing	County Attorney	Budget Analyst	Budget Services	County Manager

**12. Commission Action:**

**FIRST AMENDMENT TO ALICO TOWER  
ANTENNA LICENSE AGREEMENT**

This First Amendment to Alico Tower Antenna License Agreement ("First Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida ("COUNTY") and **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP**, a Delaware limited partnership d/b/a Verizon Wireless ("LICENSEE").

**WHEREAS**, COUNTY and PrimeCo Personal Communications, Limited Partnership d/b/a Verizon Wireless, predecessor-in-interest to LICENSEE, entered into that certain Alico Tower Antenna License Agreement on December 18, 2001 (the "License"); and,

**WHEREAS**, COUNTY and LICENSEE desire to amend the License to clarify certain terms therein and to allow LICENSEE to modify its Equipment within the Alico Tower Space and to add ground space to the Licensed Property.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this First Amendment as follows:

1. Section 2E of the License is hereby deleted in its entirety.
2. Section 3A of the License is hereby amended to reflect that the five (5) year renewal terms shall occur automatically, unless LICENSEE provides written notice to COUNTY of its intent not to renew the License at least thirty (30) days prior to the expiration of the then current term.
3. Section 3C of the License is hereby amended to reflect that the License Fee shall be increased by Five Hundred and no/100ths (\$500.00) per month, commencing on the first day of the month following the full execution of this First Amendment.
4. The third sentence of Section 4A, second paragraph, of the License is hereby deleted in its entirety.
5. To the extent required under the License, COUNTY hereby consents to LICENSEE's proposed modifications to the Alico Tower Space, which includes the removal and replacement of six (6) antennas and the utilization of twelve (12) transmission lines.

6. Exhibit "A" to the License is hereby amended to reflect LICENSEE's additional 4' x 10' ground space.
7. Exhibit "B" to the License is hereby deleted in its entirety and replaced with Exhibit "B-1", attached hereto and incorporated herein. In the event of any discrepancy between Exhibit "B" and Exhibit "B-1", the Exhibit "B-1" shall control.
8. The License and First Amendment contain all agreements, promises or understandings between COUNTY and LICENSEE and no verbal or oral agreements, promises or understandings shall be binding upon either COUNTY or LICENSEE in any dispute, controversy, or proceeding at law, and any addition, variation or modification to the License and First Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the License and First Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the License and First Amendment.

***[SIGNATURES TO FOLLOW]***

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

**COUNTY:**

**BOARD OF COUNTY COMMISSIONERS OF  
LEE COUNTY, FLORIDA**

**ATTEST:**

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

Name: \_\_\_\_\_

Title: Deputy Clerk of  
Circuit Court

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

Name: \_\_\_\_\_

Title: Chairman

Date: \_\_\_\_\_

**LICENSEE:**

**VERIZON WIRELESS PERSONAL  
COMMUNICATIONS LP  
D/B/A VERIZON WIRELESS**

By: 9/7/2011 \_\_\_\_\_

Name: Hans F. Leutenegger

Title: Area Vice President Network

Date: 7/20/2011 \_\_\_\_\_

Bonnie L. Daly  
WITNESS

Sharon M. Must  
WITNESS

**EXHIBIT "B-1"**

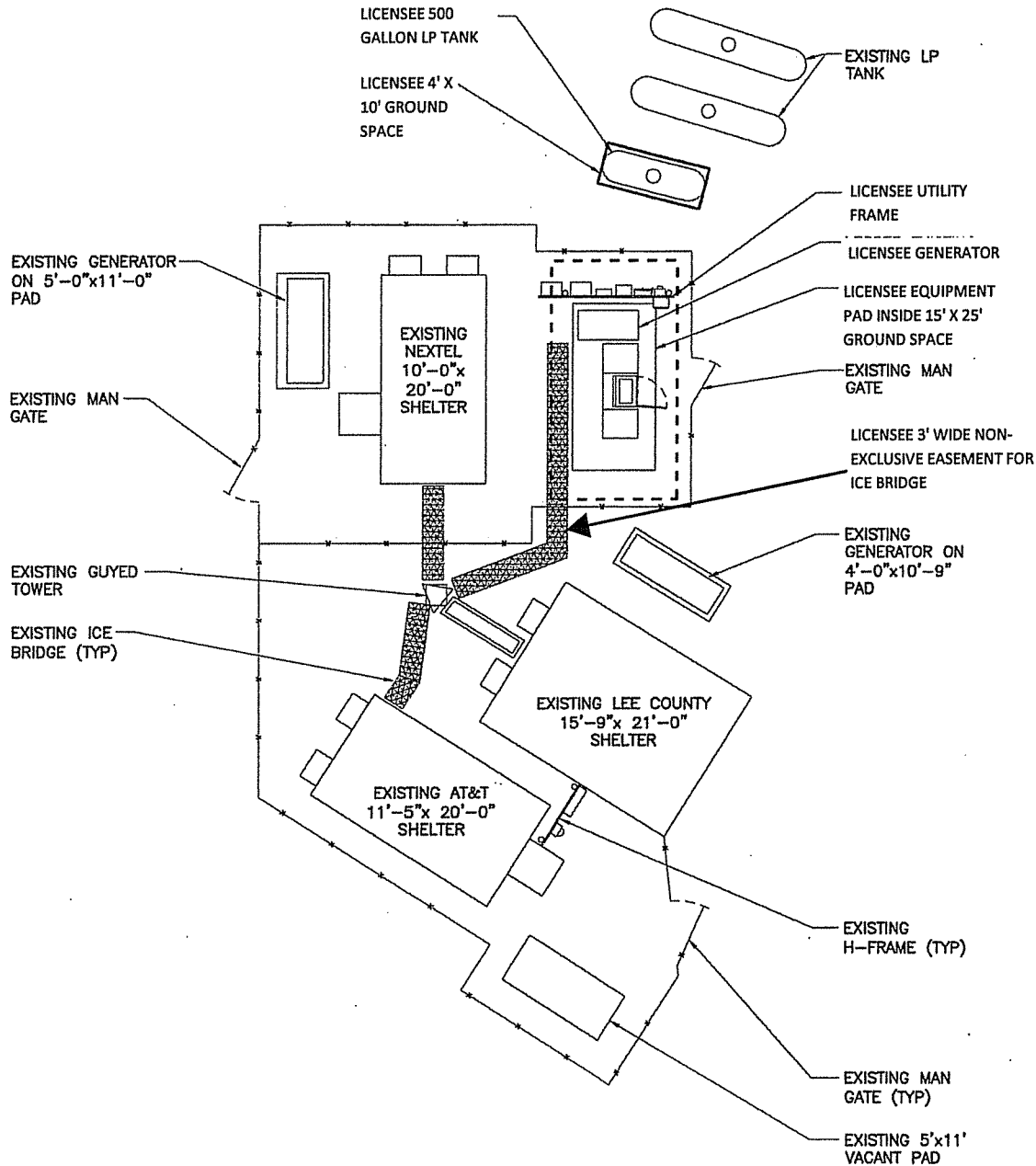
**LICENSED PROPERTY AND ALICO TOWER SPACE**

**See attached.**





ESTIMATED MAGNETIC  
NORTH



**SITE PLAN**

SCALE: 1/16"=1'-0"

**VERIZON  
WIRELESS**

12802 TAMPA OAKS BLVD.  
SUITE 450  
TEMPLE TERRACE, FL 33637  
TEL: (813) 615-4800  
FAX: (813) 615-4902



EXCELL COMMUNICATIONS, INC.  
6247 AMBER HILLS ROAD  
BIRMINGHAM, ALABAMA 35173  
PHONE: 205.956.0188  
FAX: 205.956.2632

SITE NAME:  
**ALICO RD WATER  
(90)**

DESCRIPTION:  
**LEASE EXHIBIT**

ISSUED: 11/12/10  
REVISED:  
REVISED:  
REVISED:

PAGE:  
**1 OF 1**

OCT 23 2001 14:43 FR -

TJ 9544632030

P.02/03

**IES:****AND BUILDING CODE****XL:**

4 TO ASTM A36 GRADE. STD PIPE AND TUBING SHALL  
TO ASTM A51. ALL STD PIPE SHALL BE SCHEDULE 40 UNLESS OTHERWISE NOTED.  
SHALL CONFORM TO AISC MANUAL OF STEEL CONSTRUCTION.

IF DONE BY AN AWS CERTIFIED WELDER AND IN COMPLIANCE  
IS D1.1. ALL WELDS SHALL BE THE MAXIMUM ALLOWED  
MATERIAL BEING WELDED WITH EPOXY ELECTRODES.

SIZE AS SHOWN ON DRAWINGS.

**AS:**

TE FOR THE SLAB SHALL HAVE A MINIMUM 28 DAY  
STRENGTH OF 4000 PSI.

5 STEEL  
FORMING STEEL SHALL BE A36 GRADE 60 AND HAVE A MINIMUM CLEAR COVER  
3/4" TO THE BOTTOM OF THE SLAB.

NOTE ALL STRUCTURAL STEEL TOUCH UP ALL FIELD WELDS AND ABRADED  
TO COATS OF GALVANIZED PAINT.

STEEL FABRICATOR:  
DIRECTIONS AND EXISTING SITE CONDITION BEFORE ANY STEEL FABRICATION. CARE SHALL  
BY THE CONTRACTOR TO VERIFY AND LOCATE ANY EXISTING OBSTRUCTIONS  
INTERFERE WITH THE PLACEMENT OF THE ANTENNA. IF ANY CONFLICTS EXIST,  
ACTOR SHALL NOTIFY THE ENGINEER AND SUBMIT ANY PROPOSED CHANGES  
SWORN FOR APPROVAL.

STEEL FABRICATION SHALL CONFORM TO THE MINIMUM EDGE DISTANCE  
IN ACCORDANCE TO THE AISC MANUAL OF STEEL CONSTRUCTION.

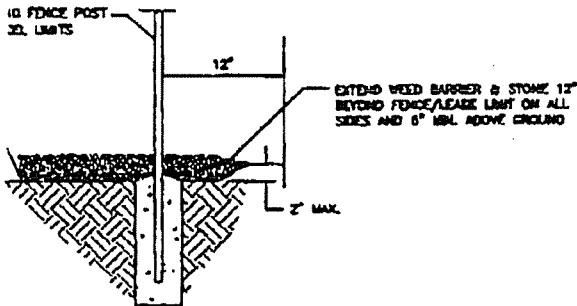
4. STEEL SHALL BE FABRICATED TO FIT AT BOLTED CONNECTIONS WITHIN  
JOINTS. STRUCTURAL STEEL SHALL NOT BE FLAME CUT UNDER ANY  
2 WITHOUT APPROVAL OF THE ENGINEER.

STEEL FABRICATOR SHALL CAP OR SEAL ALL PIPES AS REQUIRED TO PREVENT  
RUSTING.

PAVING, DEBRIS, ORGANIC AND DELECTORIOUS MATERIALS SHALL BE REMOVED FROM  
WICHETE PADS/FOOTINGS. SOIL WITHIN A MINIMUM OF 2 FEET BELOW THE BOTTOM OF  
PADS/FOOTINGS SHALL BE COMPACTED TO 95% OF THE MODIFIED PROCTOR TEST  
DENSITY (ASTM D1557).

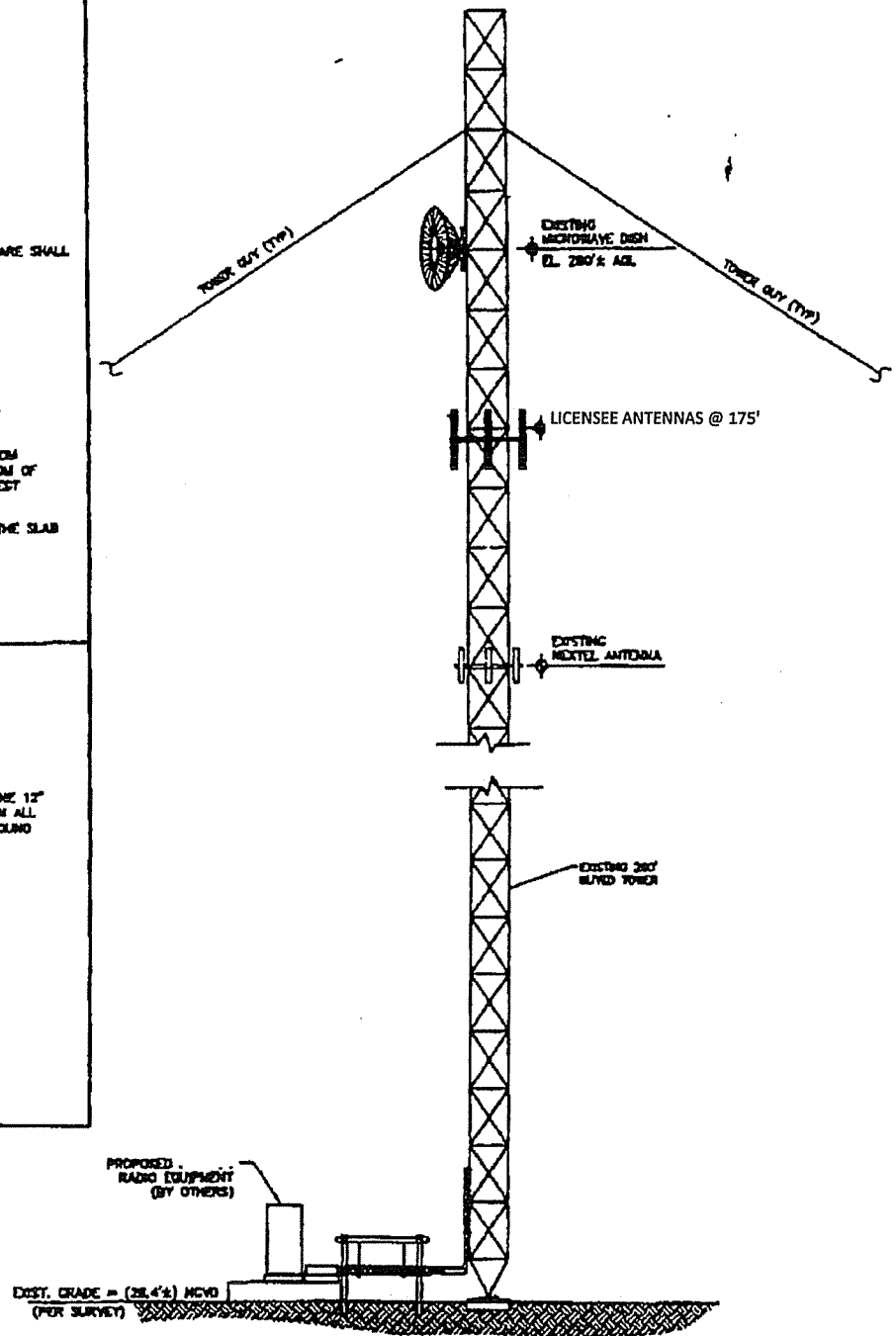
GRADE SHALL BE PROVIDED SUCH THAT NO STANDING WATER IS ALLOWED ON THE SLAB  
BENEATH THE SLAB IS PREVENTED.

SHALL RESTORE ALL DISTURBED AREA TO EQUAL OR BETTER CONDITION.

**PAVEL/WEED CLOTH DETAIL**

N.T.S.

NOTE: ALL MATERIALS FURNISHED BY  
CONTRACTOR UNLESS OTHERWISE NOTED.

**TOWER ELEVATION**

N.T.S.

NOTE: ANTENNA AND CABLE INSTALLATION ON EXISTING TOWER  
BASED ON STRUCTURAL ANALYSIS BY OTHERS.

<b>PROJECT DATA:</b> ALICO ROAD WATER TREATMENT PLANT 68920 10000 S. 10000 E. 10000 N. 10000 S. 10000 E. 10000 N. 10000 S. 10000 E. 10000 N. 10000 S. 10000 E. 10000 N.				<b>REGISTRATION NUMBERS:</b> REG. NO. 10000, REG. NO. 10000 REG. NO. 10000, REG. NO. 10000 REG. NO. 10000, REG. NO. 10000 REG. NO. 10000, REG. NO. 10000				<b>ANTENNA INSTALLATION</b> <b>AT ALICO ROAD WATER TREATMENT PLANT</b> <b>SITE NUMBER 68920</b>			
PREPARED BY: JAD CHECKED BY: JAD DATE: 10/23/01				PREPARED BY: JAD CHECKED BY: JAD DATE: 10/23/01				Kinsley-Horn and Associates, Inc. 4320 DUNBAR ROAD, SUITE 100, FORT LAUDERDALE, FL 33307 (954) 444-4444			
REVISIONS: 1. 10/23/01 DATE: 10/23/01 BY: JAD SEAL:				REVISIONS: 1. 10/23/01 DATE: 10/23/01 BY: JAD SEAL:				DATE: 10/23/01 FILE # 68920 5 of 6			

Upon Recording, Return to:

Pennington Law Firm, LLC  
Post Office Box 2844  
Columbia, South Carolina 29202

STATE OF FLORIDA                     )  
   )  
COUNTY OF LEE                     )

**AMENDED MEMORANDUM OF LICENSE AGREEMENT**

This Amended Memorandum of License Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between the **BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter collectively referred to as "COUNTY", and **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP**, a Delaware limited partnership d/b/a Verizon Wireless, hereinafter referred to as "LICENSEE". COUNTY and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. COUNTY and PrimeCo Personal Communications, Limited Partnership d/b/a Verizon Wireless, predecessors-in-interest to LICENSEE, entered into a certain Alico Tower Antenna License Agreement (the "License") on December 18, 2001, a memorandum of which was recorded in O.R. Book 3553, at Page 3713 in the Official Records of Lee County, Florida. The License was amended by that certain First Amendment to Alico Tower Antenna License Agreement on \_\_\_\_\_, 2011, which clarified that the five (5) year renewal terms of the License shall occur automatically unless LICENSEE gives COUNTY written notice of its intent not to extend the License at least thirty (30) days prior to the expiration of the then current term.
2. LICENSEE's Licensed Property shall hereafter include a 15' x 25' parcel for LICENSEE's equipment pad, and a 4' x 10' parcel for LICENSEE's fuel tank, together with a three (3') feet wide non-exclusive easement for an ice bridge running from the equipment pad to the Alico Tower, together with an easement for access and utilities from the nearest public right of way to the Licensed Property twenty-four (24) hours a day, seven (7) days a week.

LICENSEE's Licensed Property is as generally depicted on Exhibit 1, attached hereto and incorporated herein.

3. The terms, covenants and provisions of the License, as amended, the terms of which are hereby incorporated by reference into this Amended Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of COUNTY and LICENSEE.

***[SIGNATURES TO FOLLOW]***

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, COUNTY and LICENSEE have caused this Amended Memorandum to be duly executed on the date first written hereinabove.

**COUNTY:**

**BOARD OF COUNTY COMMISSIONERS OF  
LEE COUNTY, FLORIDA**

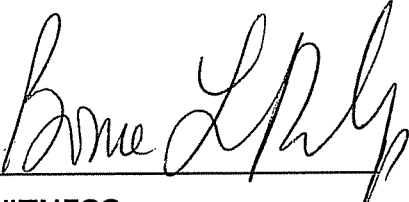
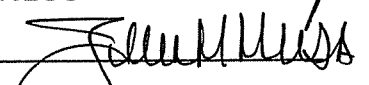

ATTEST:

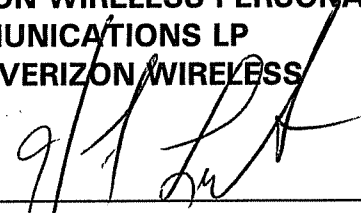
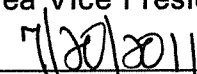
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy Clerk of  
Circuit Court

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman  
Date: \_\_\_\_\_

**LICENSEE:**

**VERIZON WIRELESS PERSONAL  
COMMUNICATIONS LP  
D/B/A VERIZON WIRELESS**

  
\_\_\_\_\_  
WITNESS  
  
\_\_\_\_\_  
WITNESS  


By:  \_\_\_\_\_  
Name: Hans F. Leutenegger  
Title: Area Vice President Network  
Date:  \_\_\_\_\_

STATE OF FLORIDA                    )  
  )  
COUNTY OF LEE                    )                   **ACKNOWLEDGEMENT**

I, \_\_\_\_\_, a Notary Public for said State, do hereby certify that  
\_\_\_\_\_ personally came before me this day and acknowledged that  
s/he is the \_\_\_\_\_ of the **BOARD OF COUNTY COMMISSIONERS OF  
LEE COUNTY, FLORIDA**, and s/he, being authorized to do so, executed the  
foregoing Instrument as his/her own act and deed on behalf of the **BOARD OF  
COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA**.

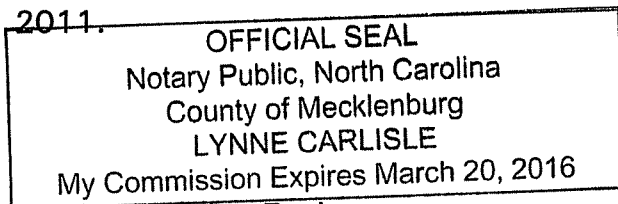
WITNESS my hand and official Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_,  
2011.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

I, Lynne Carlisle, a Notary Public for said State, do hereby certify that Hans F. Leutenegger personally came before me this day and acknowledged that he is the Area Vice President Network of **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP** d/b/a Verizon Wireless, and that he, being authorized to do so, executed the foregoing Instrument on behalf of **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP** d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this 20 day of July, 2011.



Notary Seal, this 20 day of July  
Lynne Carlisle  
Notary Public

**My Commission Expires:**



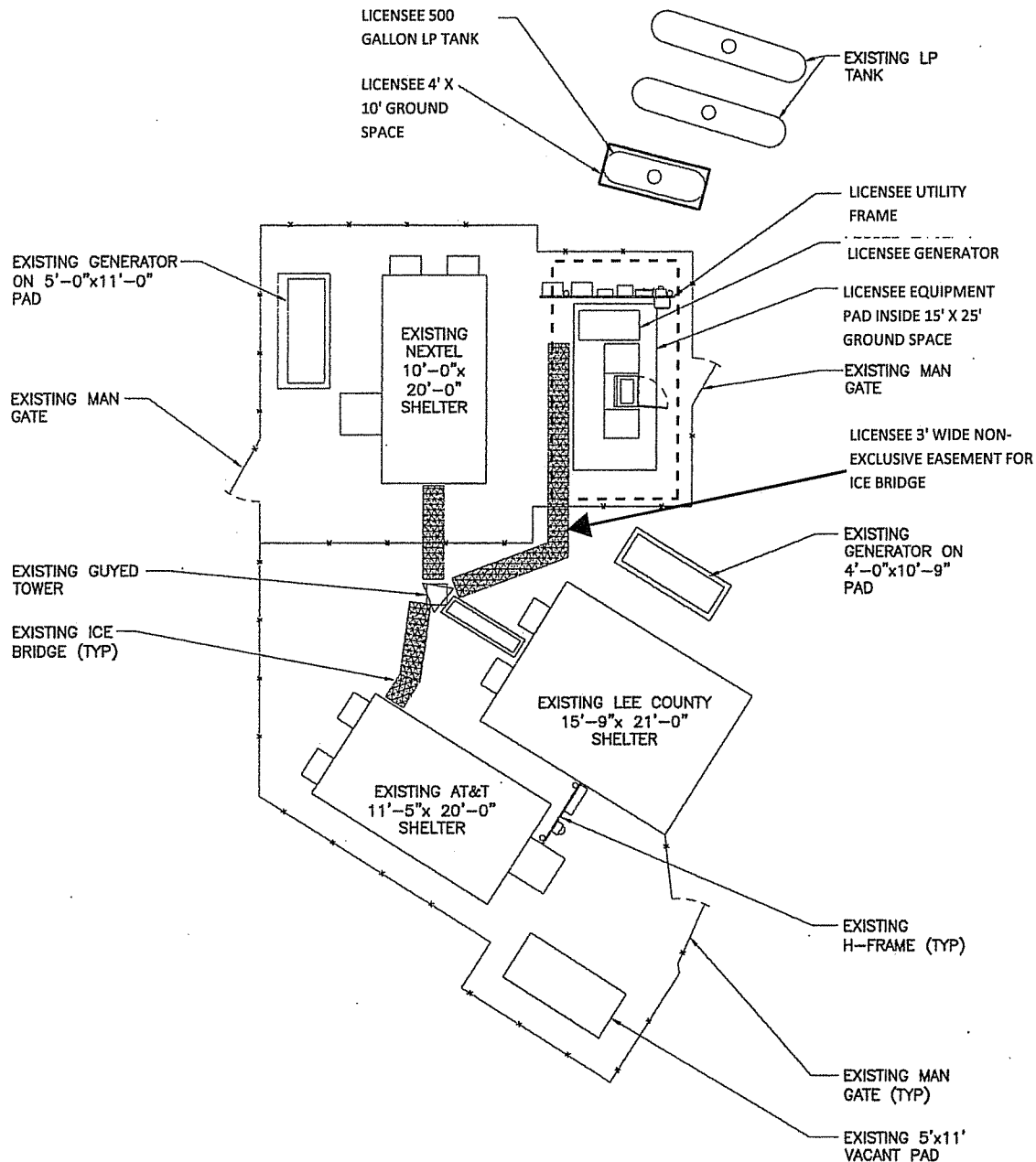
LICENSEE SITE NAME / NUMBER: ALICORD / 68920  
ATTY/DATE: MRH 6.13.2011

**EXHIBIT 1**

**SITE PLAN**

**See attached.**

ESTIMATED MAGNETIC  
NORTH



**SITE PLAN**

SCALE: 1/16"=1'-0"

**VERIZON  
WIRELESS**

12802 TAMPA OAKS BLVD.  
SUITE 450  
TEMPLE TERRACE, FL 33637  
TEL: (813) 615-4800  
FAX: (813) 615-4902



EXCELL COMMUNICATIONS, INC.  
6247 AMBER HILLS ROAD  
BIRMINGHAM, ALABAMA 35173  
PHONE: 205.956.0198  
FAX: 205.956.2632

SITE NAME:

**ALICO RD WATER  
(90)**

DESCRIPTION:

**LEASE EXHIBIT**

ISSUED: 11/12/10

REVISED:

REVISED:

REVISED:

PAGE:

**1 OF 1**

**Lee County Board Of County Commissioners**  
**Agenda Item Summary**

**Blue Sheet No. 20110623**

**1. ACTION REQUESTED/PURPOSE:**

- A) Award B-11-25 COUNTY-WIDE ROADWAY RESURFACING IMPROVEMENTS – FY 11 CONTRACT 3 to the lowest responsive, responsible bidder meeting all bid requirements, C.W. Roberts Contracting, Inc., (a local vendor), in the not-to- exceed amount of \$961,771.00, with a project duration of 180 calendar days.  
 B) Authorize Chair to execute contract upon receipt on behalf of the Board.

**2. FUNDING SOURCE:**

Fund – Transportation Capital Improvement; Program – Major Maintenance; Project – Road Resurfacing / Rebuild.

**3. WHAT ACTION ACCOMPLISHES:**

Provides a Contractor for the resurfacing and/or rebuilding of Corkscrew Road, Estero Blvd., Sentinela Blvd., Sunniland Blvd., Homestead Road, Bell Blvd. and Plantation Road.

**4. MANAGEMENT RECOMMENDATION:** Approve

**5. Departmental Category:** C12A

**6. Meeting Date:** 8/16/2011

**7. Agenda:**

Consent

**8. Requirement/Purpose: (specify)**

- ☐ Statute  
☐ Ordinance  
☒ Admin Code AC-4-4  
☐ Other

**9. Request Initiated**

**Commissioner:**

**Department:** TRANSPORTATION

**Division:** Administration

**By:** David Loveland

**10. Background:**

The Department of Transportation submitted a request to Procurement Management to obtain bids for the project known as County-Wide Roadway Resurfacing Improvements, FY 11 Contract No. 3. The anticipated cost required the use of the formal bid process, sealed advertised procedure.

On the bidding deadline of June 22, 2011, Procurement Management received a total of five (5) bids. The bids have been reviewed by the Department of Transportation and it is being recommended that the award be made to the lowest responsive, responsible bidder meeting all bid requirements, C.W. Roberts Contracting, Inc. (a local firm) in the not-to-exceed amount of \$961,771.00.

Funds are available in the following account: 40468330700.503490

Attachments: 1) Bid Tabulation

2) Department Recommendation of Award

**11. Required Review:**

<i>David Loveland</i>	<i>Emma Wolf</i>	<i>Mike Figueroa</i>	<i>David Harris</i>	<i>Scott Covert</i>	<i>Doug Meurer</i>
TRANSPORTATION	Budget Analyst	Risk	Budget Services	County Attorney	Public Works Director

**12. Commission Action:**

**LEE COUNTY BID TABULATION SHEET  
FOR  
COUNTY-WIDE RESURFACING  
ROADWAY IMPROVEMENTS – FY 11  
CONTRACT 3**

**BID NO.: B-11-25**

**DATE: June 22, 2011**

**CONTRACTOR**

**BID BOND**

**TOTAL NOT-TO-EXCEED  
AMOUNT**

S.T. Wooten Corp.  
Mr. Robert Peterson  
16560 Mass Court  
Ft. Myers, FL 33912  
PH 239-337-9486  
[Robert.Peterson@STWCorp.com](mailto:Robert.Peterson@STWCorp.com)

\$55,000.00

\$979,258.70

Oldcastle Southern Group, Inc.  
d/b/a APAC Southeast  
Mr. Steve Ayers  
1451 Myrtle Street  
Sarasota, FL 34234  
PH 941-355-7178  
[Steven.Ayers@apac.com](mailto:Steven.Ayers@apac.com)

\$55,000.00

\$1,274,302.00

AJAX Paving Industries  
Mr. Daniel Sardella  
510 Gene Green Road  
Nokomis, FL 34275  
PH 941-486-3600  
[DSardella@ajaxpaving.com](mailto:DSardella@ajaxpaving.com)

\$55,000.00

\$973,863.00

Better Roads, Inc.  
Mr. Jerry Hoffman  
1910 Seward Avenue  
Naples, FL 34109  
PH 239-597-2181  
[Jerryh@betterroads.net](mailto:Jerryh@betterroads.net)

\$55,000.00

\$1,089,180.50

C.W. Roberts Contracting, Inc.  
Mr. Dennis Breuer  
13350 Rickenbacker Parkway  
Ft. Myers, FL 33913  
PH 239-225-0565  
[DBreuer@cwrcontracting.com](mailto:DBreuer@cwrcontracting.com)

\$55,000.00

\$961,771.00

**MEMORANDUM  
FROM**

DATE: June 29, 2011

FROM: Randy Cerchie

**RE: RECOMMENDATION OF BID AWARD**

PROJECT NAME **COUNTYWIDE ROADWAY RESURFACING IMPROVEMENTS FY 11 CONTRACT 3**

BID NO:     **B-11-25**     PROJECT MANAGER     Randy Cerchie    

A review by this office of **C.W. Roberts Contracting, Inc.** (name of recommended awardee) has been completed. The following has been reviewed and verified:

- ☒ experience in the same type of work being requested under this project
- ☒ qualifications and capabilities to perform same type of work
- ☒ reviewed and verified information submitted in the Contractor Qualification Questionnaire
- ☒ review and verified appropriate license(s) to perform advertised scope of work

Based upon final review the apparent low bidder is qualified to construct this project and it is recommended that the Contract be awarded to the above said bidder for:

The total lump sum price/not-to-exceed price of \$ 961,771.00.

If the total awarded Contract Price is to include alternate bid items indicate which "alternate bid items" are recommended to be included in the award and amounts.

### Alternate

N/A

N/A

☐ If applicable, obtain and attach a copy of the project Consultants recommendation

If recommending other than the apparent low bidder, specify justification:\_\_\_\_\_

Funds are available/will be made available in account string number: 40468330700.503490

Account Narrative: Fund – Capital Improvement; Program – Major Maintenance; Project – Road Resurfacing/Rebuild

Any additional required information to be included on the Blue Sheet for award (ie; transfer of funds, budget amendment, etc.):

CMO:039  
3/19/2009

**Lee County Board Of County Commissioners**  
**Agenda Item Summary**

**Blue Sheet No. 20110618**

**1. ACTION REQUESTED/PURPOSE:**

Security Deposit Interest Rate (BS 20110618/20117, CBA/SDG): Approve the recommendation of Lee County Finance to adjust the Utilities security deposit interest rate credited to customers from .22534% to .27838%, effective September 1, 2011. The security deposit interest rate is the simple interest rate utilized to calculate interest earnings on security deposits. The interest rate will be reviewed annually.

**2. FUNDING SOURCE:**

No funds required.

**3. WHAT ACTION ACCOMPLISHES:**

Allows Utilities to increase the interest rate currently being credited to customers with security deposits from .22534% to .27838% annually. The interest rate increase would allow a closer match to the average rate of interest earned on security deposits monies invested by the County. Lee County Finance reports the first six (6) months average State Board of Administrators (SBA) interest of .27838% closely replicates an 18-month rate earned on security deposit monies invested.

**4. MANAGEMENT RECOMMENDATION:** Approval.

**5. Departmental Category:** C13A

**6. Meeting Date:** 8/16/2011

**7. Agenda:**

Consent

**8. Requirement/Purpose: (specify)**

☐ Statute

☐ Ordinance

☐ Admin Code

☒ Other Approval

**9. Request Initiated**

**Commissioner:** All

**Department:** UTILITIES

**Division:** No Divisions

**By:** Pam Keyes

**10. Background:**

On June 7, 1972, the BoCC approved resolution 6-7-72 "Establishing Policy Covering the Disposition of the Interest Earned on Those Deposits Required of Parties Utilizing the Lee County Water System". This resolution determined that customers with security deposits held by Utilities should receive credit for interest earned on their money while said money is in the hands of Lee County. The resolution also approved the refund of all or a portion of interest earned on security deposits to customers' accounts in the form of a credit.

Board approval is required to modify the security deposit rate of interest. Security deposits are utilized to provide payment for future utility bills. This rate allows customers to receive credit for interest earning on their money while it is in the hands of the County.

Lee County is earning an average variable SBA rate of .27838% on security deposit monies invested. The current rate adopted by the BoCC (BS20100625, August 10, 2010) for customer security deposits is .22534%. That interest rate became effective September 1, 2010. The adopted interest rate is less than the current rate of earnings. Approval of the interest rate increase will allow Utilities to adjust the rate credited to customers for security deposits from the current rate of .22534% to the average variable rate being earned of .27838%. If approved, the new rate will be effective September 1, 2011.

Attachment: Lee County Finance Recommendation Memo Dated 6/22/2011

ORIGINAL (OUTSIDE SIGNATURE) DOCUMENTS TO FOLLOW-TOTAL #: 0


**11. Required Review:**

<b><i>Pam Keyes</i></b>	<b><i>Reginald Kantor</i></b>	<b><i>David Harris</i></b>	<b><i>Jed Schneck</i></b>	<b><i>Roland Ottolini</i></b>	
UTILITIES	Budget Analyst	Budget Services	County Attorney	Public Works Director	

**12. Commission Action:**

June 22, 2011

To: Carolyn Andrews, Deputy Director  
Business Operations Unit  
Lee County Utilities

From: Donna G. Harn, Director   
Lee County Clerk of Courts  
Finance and Records Department

Subject: Security Deposit Interest Rates

We continue to recommend that Lee County Utilities utilize a variable interest rate when calculating interest to pay to security deposit holders. The recommended variable rate is based upon the State Board of Administration's (SBA) monthly stated rate which closely replicates an 18-month rate.

The first six months of this fiscal year's average SBA rates are .27838%.

If you have any questions, please contact us at 533-2100.

Attachments

Cc: Jill Maschmeyer  
Terry Mallow  
Sean O'Neill  
Melinda Pensinger

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20110556**

**1. ACTION REQUESTED/PURPOSE:**

FPL Agreement (BS 20110556/20010, D. Meyer/SDG): Authorize Chair, on behalf of the BOCC, to execute the "Commercial/Industrial Demand Reduction Rider Agreement" between Lee County and the Florida Power & Light Company (FP&L) for the 'THREE OAKS WASTEWATER TREATMENT FACILITY'.

**2. FUNDING SOURCE:**

No funds required.

**3. WHAT ACTION ACCOMPLISHES:**

Allows Lee County Utilities to have the lowest rates possible on our electrical consumption.

**4. MANAGEMENT RECOMMENDATION:** Approval.

**5. Departmental Category:** C13B

**6. Meeting Date:** 8/16/2011

**7. Agenda:**

Consent

**8. Requirement/Purpose:** *(specify)*

☐ Statute

☐ Ordinance

☐ Admin Code

☒ Other Approval

**9. Request Initiated**

**Commissioner:** All

**Department:** UTILITIES

**Division:** No Divisions

**By:** Pam Keyes, P.E.

**10. Background:**

Both FPL and LCEC provide optional load management programs that help reduce power usage by predictable and specific levels during times when energy demands are highest. These programs allow participating customers to receive lower electric bills for allowing the power company to occasionally reduce their electrical use.

LCU's Electrical Manager is recommending approval of the attached agreement(s) to ensure the lowest possible rates. As per the program, these rates are only available at limited times.

Green Meadows WTF, Olga WTF, Corkscrew WTF, Fort Myers Beach WWTF, Fiesta Village WWTF, Gateway WWTF, Airport Haul Reservior and North Lee County WTF also participate in similar load shed discount programs.

No funds required.

Attachments: Agreement (2 originals of the same Agreement – need both returned to LCU to obtain signatures From FPL before Minutes gets a fully executed copy)

ORIGINAL (OUTSIDE SIGNATURE) DOCUMENTS TO FOLLOW-TOTAL: 2

**11. Required Review:**

<i>Pam Keyes</i>	<i>Emma Wolf</i>	<i>Mike Figueroa</i>	<i>David Harris</i>	<i>Jed Schneck</i>	<i>Roland Ottolini</i>
UTILITIES	Budget Analyst	Risk	Budget Services	County Attorney	Public Works Director

**12. Commission Action:**



BA# 01366-62376

PPID# 217071642

COMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between **Lee Co. Bd. of Co. Commissioners/Util.** (hereinafter called the "Customer"), located at **18521 Three Oaks Pkwy, Fort Myers, FL 33967** in **Lee County**, Florida, and **FLORIDA POWER & LIGHT COMPANY**, a corporation organized under the laws of the State of Florida (hereinafter called the "Company").

## WITNESSETH

For and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of the Company's Commercial Industrial Demand Reduction Rider ("Rider CDR") as currently approved or as may be modified from time to time by the Florida Public Service Commission ("Commission"). The Customer understands and agrees that, whenever reference is made in this Agreement to Rider CDR, both parties intend to refer to Rider CDR as it may be modified from time to time. A copy of the Company's presently approved Rider CDR is attached hereto as Exhibit A, and Rider CDR is hereby made an integral part of this Agreement.
2. Service under Rider CDR shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination.
3. Service under Rider CDR will be subject to determinations made under Commission Rules 25-17.0021(4), F.A.C. Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Service -Terms and Conditions, or any other Commission determination(s).
4. The Customer agrees to not exceed a usage level of -0- kW ("Firm Demand") during the periods when the Company is controlling the Customer's service. If the Customer chooses to operate backup generation equipment in parallel with FPL, the Customer shall enter into an interconnection agreement with the Company prior to operating such equipment in parallel with the Company's electrical system. The "Firm Demand" level (as applicable) shall not be exceeded during periods when the Company is controlling load. Upon mutual agreement of the Company and the Customer, the Customer's "Firm Demand" may be subsequently raised or lowered, so long as the change in the "Firm Demand" level is not a result of a transfer of load from the controllable portion of the Customer's load. The Customer shall notify the Company, in writing, at least ninety (90) days prior to adding firm load.
5. Prior to the Customer's receipt of service under Rider CDR, the Customer must provide the Company access at any reasonable time to inspect any and all of the Customer's load control equipment and/or backup generation equipment, and must also have received approval from the Company that the load control equipment and/or backup generation equipment is satisfactory to effect control of the Customer's load. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the load control equipment and/or backup generation equipment. It is expressly understood that the initial approval and later inspections by the Company are not for the purpose of, and the Customer is not to rely upon any such inspection(s) for, determining whether the load control equipment and/or backup generation equipment has been adequately maintained or is in compliance with any applicable electrical code standards or legal requirements.

( Continued on Sheet No. 9.496 )

(Continued from Sheet No. 9.495)

6. The Customer agrees to be responsible for the determination that all electrical equipment to be controlled and/or backed up is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.
7. Within two (2) years of this Agreement, the Customer agrees to (i) perform the necessary changes to allow control of a portion of the Customer's load and/or (ii) install or have in place backup generation equipment to contribute to the demand reduction level. Should the Customer fail to complete the above work by the above-specified date, or should the Customer fail to begin taking service under Rider CDR during that year, this Agreement shall become null and void unless otherwise agreed by the Company.
8. Upon completion of the installation of the load control equipment and/or backup generation equipment, a test of this equipment will be conducted at a mutually agreeable time and date. This time and date shall typically be within the Controllable Rating Period unless otherwise agreed by the Company. Notice of the test shall be provided to the Company at least five (5) business days in advance of the date of the test, and the Company shall be afforded the opportunity to witness the test. The test of the load control equipment will consist of a period of load control of not less than one hour. Effective upon the completion of the testing of the load control equipment and/or backup generation equipment, the Customer will agree to a "Firm Demand". Service under Rider CDR cannot commence prior to the installation of load control equipment or any necessary backup generation equipment and the successful completion of the test.
9. In order to minimize the frequency and duration of interruptions under the Commercial Industrial Demand Reduction Rider, the Company will attempt to obtain reasonably available additional capacity and/or energy under the Continuity of Service Provision in Rider CDR. The Customer ~~elects~~ does not elect to continue taking service under the Continuity of Service Provision. Service will be provided only if capacity and/or energy can be obtained by the Company and can be transmitted and distributed to non-firm Customers without any impairment of the Company's system or service to firm Customers. The Customer may countermand the election specified above by providing written notice to the Company pursuant to the guidelines set forth in Rider CDR. The Company's obligations under this Section 9 are subject to the terms and conditions specifically set forth in Rider CDR.
10. The Company may terminate this Agreement at any time if the Customer's load control equipment and/or backup generation equipment fails to permit the Company to effect control of the Customer's load. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the failure or malfunction of the Customer's load control equipment and/or backup generation equipment. The Company may then terminate this Agreement at the end of the 90-day notice period unless the Customer takes measures necessary to remedy, to the Company's satisfaction, the deficiencies in the load control equipment and/or backup generation equipment. Notwithstanding the foregoing, if at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly credit under Rider CDR, bill the Customer under the otherwise applicable firm service rate schedule, and to apply the rebilling and penalty provisions enumerated under "Charges for Early Termination" in Rider CDR.
11. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of control of electric service pursuant to the terms of Rider CDR by remote control or otherwise, and/or installation, operation or maintenance of the Customer's generation equipment to meet the Firm Demand level.
12. This Agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained.
13. This Agreement may not be assigned by the Customer without the prior written consent of the Company. The Customer shall, at a minimum, provide to the Company a copy of the articles of incorporation or partnership agreement of the proposed assignee, and a copy of such assignee's most recent annual report at the time an assignment is requested.
14. This Agreement is subject to the Company's "General Rules and Regulations for Electric Service" and the Rules of the Commission.

(Continued on Sheet No. 9.497)

(Continued from Sheet No. 9.496)

IN WITNESS WHEREOF, the Customer and the Company have caused this Agreement to be duly executed as of the day and year first above written.

**CUSTOMER (private) - NOT APPLICABLE**

Company: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FLORIDA POWER & LIGHT COMPANY**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CUSTOMER (public)    LEE COUNTY BOARD OF  
COUNTY COMMISSIONERS**

Governmental Entity: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: **CHAIRMAN**Attest: **CHARLIE GREEN, CLERK**

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

Clerk/Deputy Clerk

**DEPUTY CLERK****APPROVED AS TO FORM****OFFICE OF COUNTY ATTORNEY**

COMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER (CDR)  
(OPTIONAL)AVAILABLE:

In all territory served. Available to any commercial or industrial customer receiving service under Rate Schedules GSD-1, GSDDT-1, GSDD-1, GSDDT-1, GSDD-2, GSDDT-2, GSDD-3, GSDDT-3, or HLFT through the execution of a Commercial/Industrial Demand Reduction Rider Agreement in which the load control provisions of this rider can feasibly be applied.

LIMITATION OF AVAILABILITY:

This Rider may be modified or withdrawn subject to determinations made under Commission Rules 25-17.0021(4), F.A.C., Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

APPLICATION:

For electric service provided to any commercial or industrial customer receiving service under Rate Schedule GSD-1, GSDDT-1, GSDD-1, GSDDT-1, GSDD-2, GSDDT-2, GSDD-3, GSDDT-3, or HLFT who as a part of the Commercial/Industrial Demand Reduction Rider Agreement between the Customer and the Company, agrees to allow the Company to control at least 200 kW of the Customer's load, or agrees to operate Backup Generation Equipment (see Definitions) and designate (if applicable) additional controllable demand to serve at least 200 kW of the Customer's own load during periods when the Company is controlling load. A Customer shall enter into a Commercial/Industrial Reduction Demand Rider Agreement with the Company to be eligible for this Rider. To establish the initial qualification for this Rider, the Customer must have had a Utility Controlled Demand during the summer Controllable Rating Period (April 1 through October 31) for at least three out of seven months of at least 200 kW greater than the Firm Demand level specified in Section 4 of the Commercial/Industrial Demand Reduction Rider Agreement. The Utility Controlled Demand shall not be served on a firm service basis until service has been terminated under this Rider.

LIMITATION OF SERVICE:

Customers participating in the General Service Load Management Program (FPL "Business On Call" Program) are not eligible for this Rider.

MONTHLY RATE:

All rates and charges under Rate Schedules GSD-1, GSDDT-1, GSDD-1, GSDDT-1, GSDD-2, GSDDT-2, GSDD-3, GSDDT-3, HLFT shall apply. In addition, the applicable Monthly Administrative Adder and Utility Controlled Demand Credit shall apply.

MONTHLY ADMINISTRATIVE ADDER:

Rate Schedule	Adder
GSD-1, HLFT (21-499 kW)	\$570.14
GSDDT-1, HLFT (21-499 kW)	\$563.58
GSDD-1, GSDDT-1, HLFT (500-1,999 kW)	\$564.07
GSDD-2, GSDDT-2, HLFT (2,000 kW or greater)	\$433.91
GSDD-3, GSDDT-3	\$2,825.46

UTILITY CONTROLLED DEMAND CREDIT:

A monthly credit of \$4.68 per kW is allowed based on the Customer's Utility Controlled Demand.

UTILITY CONTROLLED DEMAND:

The Utility Controlled Demand for a month in which there are no load control events during the Controllable Rating Period shall be the sum of the Customer's kWh usage during the hours of the applicable Controllable Rating Period, divided by the total number of hours in the applicable Controllable Rating Period, less the Customer's Firm Demand.

In the event of Load Control occurring during the Controllable Rating Period, the Utility Controlled Demand shall be the sum of the Customer's kWh usage during the hours of the applicable Controllable Rating Period less the sum of the Customer's kWh usage during the Load Control Period, divided by the number of non-load control hours occurring during the applicable Controllable Rating Period, less the Customer's Firm Demand.

(Continued on Sheet No. 8.681)

(Continued from Sheet No. 8.680)

CONTROLLABLE RATING PERIODS:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 9 a.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 3 p.m. to 6 p.m. excluding Memorial Day, Independence Day, and Labor Day.

FIRM DEMAND:

The Customer's monthly Firm Demand shall be the lesser of the "Firm Demand" level specified in the Commercial/Industrial Demand Reduction Rider Agreement with the Company, or the Customer's maximum demand during the applicable Controllable Rating Period. The level of "Firm Demand" specified in the Commercial/Industrial Demand Reduction Rider Agreement shall not be exceeded during the periods when the Company is controlling the Customer's load.

LOAD CONTROL:Control Condition:

The Customer's controllable load served under this Rider is subject to control when such control alleviates any emergency conditions or capacity shortages, either power supply or transmission, or whenever system load, actual or projected, would otherwise require the peaking operation of the Company's generators. Peaking operation entails taking base loaded units, cycling units or combustion turbines above the continuous rated output, which may overstress the generators.

Frequency: The Control Conditions will typically result in less than fifteen (15) Load Control Periods per year and will not exceed twenty-five (25) Load Control Periods per year. Typically, the Company will not initiate a Load Control Period within six (6) hours of a previous Load Control Period.

Notice: The Company will provide one (1) hour's advance notice or more to a Customer prior to controlling the Customer's controllable load. Typically, the Company will provide advance notice of four (4) hours or more prior to a Load Control Period.

Duration: The duration of a single Load Control Period will typically be three (3) hours and will not exceed six (6) hours.

In the event of an emergency, such as a Generating Capacity Emergency (see Definitions) or a major disturbance, greater frequency, less notice, or longer duration than listed above may occur. If such an emergency develops, the Customer will be given 15 minutes' notice. Less than 15 minutes' notice may only be given in the event that failure to do so would result in loss of power to firm service customers or the purchase of emergency power to serve firm service customers. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of providing no notice or less than one (1) hour's notice.

Customer Responsibility:

Upon the successful installation of the load control equipment, a test of this equipment will be conducted as specified in the Commercial/Industrial Demand Reduction Demand Rider Agreement. Testing will be conducted at a mutually agreeable time and date. This time and date shall typically be within the Controllable Rating Period unless otherwise agreed by the Company.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically control the Customer's load, as specified in the Commercial/Industrial Demand Reduction Rider Agreement.

The Company will control the controllable portion of the Customer's service for a one-hour period (typically within the Controllable Rating Periods) once per year for Company testing purposes on the first Wednesday in November or, if not possible, at a mutually agreeable time and date, if the Customer's load has not been successfully controlled during a load control event in the previous twelve (12) months. Testing purposes include the testing of the load control equipment to ensure that the load is able to be controlled within the agreed specifications.

LOAD CONTROL PERIOD:

All hours established by the Company during a monthly billing period in which:

1. the Customer's load is controlled, or
2. the Customer is billed pursuant to the Continuity of Service Provision.

(Continued on Sheet No. 8.682)

(Continued from Sheet No. 8.681)

PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS:

Customers notified of a load control event should not exceed their Firm Demand during periods when the Company is controlling load. However, electricity will be made available during control periods if the Customer's failure to meet its Firm Demand is a result of one of the following conditions:

1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment necessary for the implementation of load control which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer (See Special Provisions), or
3. adding firm load that was not previously non-firm load to the Customer's facility, or
4. an event affecting local, state or national security, or
5. an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Customer's energy use (in excess of the Firm Demand) for the conditions listed above will be billed pursuant to the Continuity of Service Provision. For periods during which power under the Continuity of Service Provision is no longer available, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing or selling during that period, less the applicable class fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this rider as described in TERM OF SERVICE.

If the Customer exceeds the Firm Demand during a period when the Company is controlling load for any reason other than those specified above, then the Customer will be:

1. billed a \$4.68 charge per kW of excess kW for the prior sixty (60) months or the number of months the Customer has been billed under this rider, whichever is less, and
2. billed a penalty charge of \$0.99 per kW of excess kW for each month of rebilling.

Excess kW for rebilling and penalty charges is determined by taking the difference between the Customer's kWh usage during the load control period divided by the number of hours in the load control period and the Customer's "Firm Demand". The Customer will not be rebilled or penalized twice for the same excess kW in the calculation described above.

( Continued on Sheet No. 8.683 )

( Continued from Sheet No. 8.682 )

TERM OF SERVICE:

During the first year of service under this Rider, the Customer will determine whether or not this Rider is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rider for the life of the generating unit which has been avoided by the Rider. There is, however, a five-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rider should there be circumstances under which the termination of the Customer's participation or the Company's offering of this Rider is desired.

Service under this Rider shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination.

The Company may terminate service under this Rider at any time for the Customer's failure to comply with the terms and conditions of this Rider or the Commercial Industrial Demand Reduction Rider Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rider at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly credits under this Rider and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Termination of this Rider, with less than five (5) years' written notice, for which the Customer would qualify, may be permitted if it can be shown that such termination is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously Utility Controlled Demand and to take interruptible standby service from the Company, the Customer may terminate the Commercial Industrial Demand Reduction Agreement by giving at least thirty (30) days' advance written notice to the Company.

If service under this Rider is terminated for any reason, the Customer will not be rebilled as specified in Charges for Early Termination if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Commercial/Industrial Demand Reduction Rider is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the Customer is required to terminate this Rider as a result of Commission Rule 25-6.0438, F.A.C., or a Commission decision pursuant to this rule, or
- c. the termination of service under this Rider is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously utility controlled load and to take interruptible standby service from the Company, or
- d. any other Customer(s) with demand reduction equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this Rider and the MW demand reduction commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) has (have) the equipment installed and is (are) available to perform load control, or
- e. FPL determines that the Customer's MW reduction is no longer needed in accordance with the FPL Numeric Commercial/Industrial Conservation Goals.

( Continued on Sheet No. 8.684 )

(Continued from Sheet No. 8.683)

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph d. above, but the replacement Customer(s) does(do) become available within twelve (12) months from the date of termination of service under this Rider or FPL later determines that there is no need for the MW reduction in accordance with the FPL Numeric Commercial/Industrial Conservation Goals, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any load control periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service or a curtailable service rate schedule, or under this rider with a shift from non-firm load to firm service,
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (5) years' advance written notice, or
- c) the Customer transfers the controllable portion of the Customer's load to "Firm Demand" or to a firm or a curtailable service rate schedule without providing at least five (5) years' advance written notice,

then the Customer will be:

1. rebilled \$4.68 per kW of Utility Controlled Demand for the shorter of (a) the most recent prior sixty (60) months during which the Customer was billed for service under this Rider, or (b) the number of months the Customer has been billed under this Rider, and
2. billed a penalty charge of \$0.99 per kW of Utility Controlled Demand times the number of months rebilled in No. 1 above.

SPECIAL PROVISIONS:

1. Control of the Customer's load shall be accomplished through the Company's load management systems by use of control circuits connected directly to the Customer's switching equipment or the Customer's load may be controlled by use of an energy management system where the firm demand level can be established or modified only by means of joint access by the Customer and the Company.
2. The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned load control equipment.
3. It shall be the responsibility of the Customer to determine that all electrical equipment to be controlled is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.
4. The Company is not required to install load control equipment if the installation cannot be economically justified.
5. Credits under this Rider will commence after the installation, inspection and successful testing of the load control equipment.
6. Maintenance of equipment (including generators) necessary for the implementation of load control will not be scheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

( Continued on Sheet No. 8.685 )



( Continued from Sheet No. 8684 )

CONTINUITY OF SERVICE PROVISION:

In order to minimize the frequency and duration of interruptions, the Company will attempt to obtain reasonably available additional capacity and/or energy during periods for which interruptions may be requested. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortage; in other words, the Company is not obligated to account for, or otherwise reflect in its generation planning and construction, the possibility of providing capacity and/or energy under this Continuity of Service Provision. Any non-firm customers so electing to receive capacity and/or energy which enable(s) the Company to continue service to the Customer's non-firm loads during these periods will be subject to the additional charges set forth below.

In the event a Customer elects not to have its non-firm load interrupted pursuant to this Rider, the Customer shall pay, in addition to the normal charges provided hereunder, a charge reflecting the additional costs incurred by the Company in continuing to provide service, less the applicable class fuel charge for the period during which the load would otherwise have been controlled (see Sheet No. 8.030). This incremental charge shall apply to the customer's non-firm load for all consumption above the Customer's Firm Demand during the time in which the non-firm load would otherwise have been controlled. If, for any reason during such period, this capacity and/or energy is (are) no longer available or cannot be accommodated by the Company's system, the terms of this Continuity of Service Provision will cease to apply and interruptions will be required for the remainder of such period unless energy use is for one of the conditions outlined under "Provisions for Energy Use During Control Periods".

Any customer served under this Rider may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Commercial/Industrial Demand Reduction Agreement. Any adjustment or change to the election must be provided to the Company with at least 24 hours' written notice (not including holidays and weekends) and must be by mutual agreement, in writing, between the Customer and the Company. In such case, the written notice will replace any prior election with regard to this Continuity of Service Provision.

RULES AND REGULATIONS:

Service under this rider is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision(s) of this rider and said "General Rules and Regulations for Electric Service", the provision(s) of this rider shall apply.

DEFINITIONS:Generating Capacity Emergency:

A Generating Capacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

Force Majeure:

Force Majeure for the purposes of this rider means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

Backup Generation Equipment:

Backup generation equipment shall be Customer-provided generation equipment and switch gear. This generation equipment will be utilized for emergency purposes, including periods when the Company is controlling load.

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20110602**

**1. ACTION REQUESTED/PURPOSE:**

Authorize the continued use of Quote IW090528 Welding and Metal Fabrication for Utilities, from the awarded vendor Titan Manufacturing, Inc., with an estimated annual expenditure of \$200,000.

**2. FUNDING SOURCE:**

Fund-Lee County Utilities Operations; Programs-Water Treatment Plants, Wastewater Treatment Plants and Systems Maintenance; Projects-Equipment Maintenance and Equipment Repair Parts.

**3. WHAT ACTION ACCOMPLISHES:**

Allows Utilities to get direct support from this specialized vendor on an as needed basis, in a cost effective, efficient and timely manner.

**4. MANAGEMENT RECOMMENDATION:** Approve

**5. Departmental Category:** C13C

**6. Meeting Date:** 8/16/2011

**7. Agenda:**

Consent

**8. Requirement/Purpose:** *(specify)*

- ☐ Statute  
☐ Ordinance  
☒ Admin Code AC-4-1  
☐ Other

**9. Request Initiated**

**Commissioner:**

**Department:** UTILITIES

**Division:** No Divisions

**By:** Pam Keyes

**10. Background:**

Lee County had previously solicited quotes for welding and fabrications services and the current quote was awarded to Titan Manufacturing, Inc. with a start date of January 1, 2010. On July 15, 2011 Utilities informed Procurement that their annual expenditures for these services will exceed \$100,000 annually (as stated for purposes of obtaining competitive quotes). This increased use of services, from \$100,000 to \$200,000 annually, has prompted Procurement to obtain the Board's permission to continue obtaining services from the awarded vendor based on the current quote, not to exceed \$200,000 annually.

Account Strings: Various (See Division's Request)

Attachments:

- (1.) Division's Request for Blue Sheet
- (2.) Tab Sheet (October 29, 2010 Opening)
- (3.) Specification

**11. Required Review:**

<b><i>Pam Keyes</i></b>	<b><i>Reginald Kantor</i></b>	<b><i>David Harris</i></b>	<b><i>Jed Schneck</i></b>	<b><i>Doug Meurer</i></b>	
UTILITIES	Budget Analyst	Budget Services	County Attorney	Public Works Director	

**12. Commission Action:**



Lee County  
SOUTHWEST FLORIDA

INTEROFFICE MEMORANDUM  
FROM  
PUBLIC WORKS  
UTILITIES

Date: July 15, 2011

TO: Robert Franceschini  
Purchasing Director

From: Orlando Figueroa  
Fiscal Manager

**SUBJECT: Titan Manufacturing, Inc.**

The Lee County Utilities Division requests that the Purchasing Division prepare a Blue Sheet for presentation to the Board of County Commissioners requesting approval of increased expenditures for the Informal Quote No.: IW090528 for Welding and Metal Fabrication for Utilities.

LCU estimates expenditures of approximately \$110,000 for this commodity on an annual basis.

This action will allow Utilities to get direct support from this specialized vendor on an as needed basis, in a cost effective, efficient, and timely manner.

The funding source will be: Fund – Lee County Utilities Operations; Programs – Water Treatment Plants, Wastewater Treatment Plants and Systems Maintenance; Projects – Equipment Maintenance and Equipment Repair Parts.

LCU asks that you request that the Purchasing Director be given authority to renew this award for additional periods if in the best interest of Utilities.

Funds are available in account strings: OD5360148700.504630; OD5060548700.504635; OD5361448700.504630; OD5361848700.504630; OD5361948700.504635; OD5362048700.504635; OD5362348700.504635; OD5362448700.504630; OD5362548700.504635; OD5362748700.504630; OD5362848700.504635; OD5362948700.504630; OD5363148700.504635; OD5365148700.504630.

*Orlando Figueroa*

Orlando Figueroa

(Signed electronically to expedite)



Lee County  
SOUTHWEST FLORIDA

**INTEROFFICE MEMORANDUM  
COLLEGE PARKWAY FACILITY  
SYSTEMS MAINTENANCE DEPARTMENT**

**Date:** July 15, 2011

**TO:** Chris Jeffcoat, Bob Franceschini

**From:** Larry Clifford,  
Maintenance Manager

**SUBJECT:** Titan Mfg. Quote # Q-040700

Chris,

The quote with Titan Mfg. has reached its maximum dollar amount for the year. Please look into raising the dollar amount so we will be able to continue business with this vendor. Titan Mfg. has provided us with welding abilities and machine shop abilities. Also they have provided materials such as aluminum flat stock and angle iron, stainless steel material of all sorts along with steel flat stock and angle iron. The maximum dollar amount for the future should be increased to \$200,000 for the fiscal year to cover all our needs.

Thank you,

Larry Clifford

Systems Maintenance Manager

Lee County Utilities

**ATTACHMENT 2**

INFORMAL QUOTATION #ITW090528				LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: OCTOBER 29, 2009				FOR			
BUYER: CHRIS JEFFCOAT				WELDING AND METAL FABRICATION FOR UTILITIES			
VENDORS		AFFORDABLE WELDING		LEROY'S WELDING INC		SOUTHERN MACHINE & STEEL INC	
		WELDING		INC		INC	
Addenda Acknowledged	N/A	N/A	N/A	N/A	N/A	N/A	N/A
COPIES PROVIDED	YES	YES	YES	YES	YES	YES	YES
GRAND TOTAL COST	\$7,625.00	\$5,487.50	\$7,060.00	\$6,653.00	\$7,215.00	\$3,905.00	
Labor Costs - Hourly Rate							
Machine Shop :							
Hourly Rate	\$75.00	NO BID	\$60.00	\$63.00	\$70.00	\$33.00	
Emergency Rate	\$75.00	NO BID	\$85.00	\$63.00	\$70.00	\$33.00	
Welding :							
Hourly Rate	\$75.00	\$75.00	\$60.00	\$63.00	\$70.00	\$33.00	
Emergency Rate	\$90.00	\$85.00	\$90.00	\$63.00	\$70.00	\$33.00	
Misc. Maintenance :							
Hourly Rate	\$75.00	\$75.00	\$50.00	\$63.00	\$70.00	\$33.00	
Emergency Rate	\$75.00	\$85.00	\$80.00	\$63.00	\$70.00	\$33.00	
Material Markup :							
Machine Shop	0%	25-50%	30%	18%	15%	0%	
Welding	0%	25-50%	25%	18%	15%	0%	
Misc. Maintenance	0%	25-50%	30%	18%			
Meets Specifications	YES	NO*	YES	YES	YES	NO****	
Started within calendar days	30 DAYS	30 DAYS	1 DAY	1 DAY	10 DAYS	30 DAYS	
Modifications	NO	NO**	YES***	NO	NO	NO	
Signed	YES	YES	YES	YES	YES	YES	
Local Business Tax	605869	8702538	8603172	0200028	9602550	0708117	
Immigration	NO	YES	YES	YES	YES	YES	
NO BIDS: D&D MACHINE							
POSTING TIME/DATE	*VENDOR DID NOT QUOTE ALL HOURLY RATES AS REQUIRED.			CHANGE PER MARKET CONDITIONS.			
FROM: /	**VENDOR INDICATED PRICES FOR MATERIALS SUBJECT TO						
UNTIL: /	***SPECIAL PURCHASE ITEMS TO BE INVOICED WITH MARKUP APPLIED.						
BY:	***VENDOR DOES NOT HAVE A SHOP.						



**LEE COUNTY**  
SOUTHWEST FLORIDA

PROJECT NO.: IW090528

OPEN DATE: OCTOBER 29, 2009

AND TIME: 2:30 P.M.

PRE-BID DATE: OCTOBER 15, 2009

AND TIME: 9:30 A.M.

LOCATION: LEE COUNTY PURCHASING  
1825 HENDRY ST. 3<sup>RD</sup> FL  
FT. MYERS, FL. 33901

# REQUEST FOR QUOTATIONS

## **TITLE:** WELDING & METAL FABRICATION FOR UTILITIES

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

**MAILING ADDRESS**  
P.O. BOX 398  
FORT MYERS, FL 33902-0398

**PHYSICAL ADDRESS**  
1825 HENDRY ST 3<sup>RD</sup> FLOOR  
FORT MYERS, FL 33901

BUYER: CHRIS JEFFCOAT, CPPB  
PHONE NO.: (239) 533-5458  
EMAIL: cjeffcoat@leegov.com

**GENERAL CONDITIONS**

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 533-5450.

1. **SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:

1. Marked with the words "Sealed Quote"
2. Name of the firm submitting the quotation
3. Title of the quotation
4. Quotation number

- b. The Quotation shall be submitted in triplicate as follows:

1. The original consisting of the Lee County quote forms completed and signed.
2. A copy of the original quote forms for the Purchasing Director.
3. A second copy of the original quote forms for use by the requesting department.

- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.

1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
2. Warranties and guarantees against defective materials and workmanship.

- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".

- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.



3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is quoted, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.)

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **WARRANTY/GUARANTEE** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

6. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

7. **BIDDERS LIST MAINTENANCE**

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a "no bid" notice prior to the quote receipt deadline.

8. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

Lee County Finance Department  
Post Office Box 2238  
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this quote.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

9. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

10. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

11. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

12. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

13. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

14. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

15. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available

relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to ensure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

16. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

17. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

18. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

19. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Purchasing Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

20. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

21. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are **not** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

22. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

**LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR WELDING & METAL FABRICATION  
FOR UTILITIES**

DATE SUBMITTED: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges  
receipt of Addenda numbers:

\_\_\_\_\_

<u>Labor Costs</u>	<u>Hourly Rate</u>	<u>Emergency Rate</u>
Machine Shop- Labor	\$ _____	\$ _____
Welding- Labor	\$ _____	\$ _____
Misc. Maintenance-Labor	\$ _____	\$ _____

<u>Materials Costs</u>	<u>% Markup</u>
Machine Shop-Material	_____ %
Welding-Material	_____ %
Misc. Maintenance-Material	_____ %



**Scenario:**

In order to determine who the low quoter will be for this project we will utilize a scenario to make the award selection.

**Scenario is as follows:**

The fictitious job consists of 20 hours of machine shop-labor, 10 hours of emergency rate machine shop labor, 30 hours of welding labor, 10 hours of emergency rate welding labor, ten hours of misc. maintenance labor, and 5 hours of emergency rate misc. maintenance labor.

The materials cost breakdown is; \$500.00 of machine shop material, \$400.00 of welding material and \$200.00 of misc. maintenance material.

When figuring your materials cost it should be as follows:

Example- \$500.00 of materials with a markup of 10% would equal a total cost of \$550.00

<u>Hourly Rates</u>	<u>Hourly Rate</u>	<u>Total</u>
20 hrs X machine shop labor hourly rate	\$ _____	= \$ _____
10 hrs X emergency machine shop labor hourly rate	\$ _____	= \$ _____
30 hrs X welding labor rate	\$ _____	= \$ _____
10 hrs X emergency welding labor rate	\$ _____	= \$ _____
10 hrs X misc. maintenance labor rate	\$ _____	= \$ _____
5 hrs X emergency misc. maintenance labor rate	\$ _____	= \$ _____

<u>Materials</u>	<u>% Markup</u>	<u>Total</u>
\$500.00 of machine shop material X mark up%	_____ %	= \$ _____
\$400.00 of welding material X mark up%	_____ %	= \$ _____
\$200.00 of misc. maintenance material X mark up%	_____ %	= \$ _____

**GRAND TOTAL COST FOR PROJECT  
(BASIS OF AWARD)**

**\$ \_\_\_\_\_**

TO BE STARTED WITHIN \_\_\_\_\_ CALENDAR DAYS AFTER  
RECEIPT OF AWARD AND PURCHASE ORDER.

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

Are there any modifications to the quote or specifications?

Yes \_\_\_\_\_ No \_\_\_\_\_

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

MODIFICATIONS:

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

**THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE; NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIALS (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.**

FIRM NAME: \_\_\_\_\_

BY (Printed): \_\_\_\_\_

BY (Signature): \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL ID # OR S.S.# \_\_\_\_\_

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

CELLULAR PHONE/PAGER NO.: \_\_\_\_\_

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

REVISED: 3/1/07

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
WELDING AND METAL FABRICATION  
FOR UTILITIES**

SCOPE

The purpose of this specification is to provide machine shop repairs, welding and metal fabrication and miscellaneous plant maintenance at various sites for the Lee County Utilities Division.

TERM OF QUOTE

This quote shall be in effect for one year, or until new quotes are taken and awarded. This quote or any portion thereof, has the option of being renewed for four additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact with Lee County. 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.

BASIS OF AWARD

The basis of award for this quotation will be the overall low quoter (lowest grand total cost) meeting specifications. Lee County will use a scenario in order to determine which vendor will provide us with the lowest cost for the required services.

INSURANCE

Insurance shall be provided, per the attached insurance guide, prior to award.

SERVICE RATE CHANGES

The quoted rates shall be firm and will not vary during the first two years of the agreement. However, if the awarded vendor requests a price increase during the remaining years of the contract, it will be reviewed by the Department. If accepted by the Department, the increase will only take effect after the awarded vendor receives the approval in writing from the Department. The Material markups will remain the same for the duration of the quote.

FYI -ESTIMATED DOLLAR VOLUME

Estimated annual expenditures for this service are \$63,560. This amount is given for vendor's information only and no minimum dollar amount is guaranteed.

### VENDOR REQUIREMENTS

The awarded vendor shall be appropriately licensed, shall obtain all necessary permits, and shall pay all required fees to any governmental agency having jurisdiction over the work. Inspections required by local ordinances during the course of the work shall be arranged by the vendor, as required. Satisfactory evidence to show that all work has been finalized in accordance with the ordinances and code requirements, shall be furnished to Lee County upon completion.

The awarded vendor shall be capable of furnishing, upon request, all state and local licenses required for the specified work to be performed.

### SUBCONTRACTORS

The awarded vendor may not use sub-contractors of any type to perform work under this quote without first obtaining written permission from the County representative.

### TECHNICAL REQUIREMENTS:

Types of Work to be performed under this contract will consist of three major areas; machine work, welding and fabrication and miscellaneous work.

Miscellaneous machine work, on equipment and machinery typically used in the water and wastewater industry, involving all types of machines tools including but not limited to: lathes, bench grinders, surface grinders, horizontal and vertical milling machines, assorted hand and bench power tools, hydraulic presses and brake functions to make various bends.

Welding operations including but not limited to: metal heating and cutting with oxy-acetylene welding, brazing, soldering and plasma cutting; shielded metal arc welding in the flat, horizontal, vertical and overhead positions; Gas Metal Arc Welding (GMAW/MIG) in all positions; Gas Tungsten Arc Welding (GTAW/TIG) in all positions; use of Arc Welding in joining pipe sections; and all types of metalizing.

Miscellaneous plant maintenance as fieldwork directed by County personnel.

While performing fieldwork in plant maintenance at the facilities special care needs to be followed when welding, cutting, burning, heating, and especially working indoors. The possibility of fumes from the process and or the equipment needs to be addressed prior to beginning work. Ventilation in confined spaces needs to be supplied to protect County personnel and the person doing the job. The vendor at the site where work is being performed shall supply a fire extinguisher.

The bidder must provide adequate moving, lifting and transportation capability for all equipment covered under this contract. For rental of such equipment not owned by the successful bidder(s), it is expected that the rental price paid by the bidder will be billed to the County with no markup

#### Warranty

The bidder must provide a written warranty satisfactory to the county covering all parts, materials, when supplied and labor. This warranty must be for period of one year.  
(Minimum)

#### Submittals

Each bidder should submit a breakdown of all shop personnel indicating classification (i.e. journeyman, apprentice, etc.) and documentation showing qualifications, experience, training and certification.

The bidder should provide a list of all machine tool equipment currently in place. The County reserves the right to inspect each bidder's facility prior to and at any point during the contract term.

When necessary upon new fabrication the bidder shall provide auto cadd prints or equal to demonstrate accuracy of items being fabricated for approval to County personnel.

#### Quote Instructions

Each bidder must indicate total hourly rates. A wage rate for emergency and non-emergency jobs shall be indicated. This wage rate shall include all wage classifications involved and shall include all miscellaneous tools and small equipment needed to perform the job.

Each bidder must indicate the % markup from their procurement cost for parts and materials used under this contract. Vendor invoices for parts/materials should be available for random audits to verify procurement costs.

#### Response Times

Response time on most non-emergency jobs shall not exceed 48 hours from notification. For emergency jobs, response time shall not exceed four hours. Response time is defined as having manpower and equipment on site ready to begin work. The response times specified include weekends and holidays.

In the event of a hurricane or other natural disaster, the County will have special needs in this area. Each bidder must commit to place the County's requirements in a high priority classification.

Invoicing

Invoices should show who authorized the work, County purchase order number, work order number and complete description of the work performed. Also, where required if possible, copies of original invoices showing prices of all parts and materials used, breakdown of all labor with copies of time records for all shop personnel that worked on the job, breakdown of total invoice cost calculations showing man-hours and material cost times the applicable hourly rate or mark-up. When applicable, when bulk material is purchased to complete a job due to purchasing limitations regardless of the amount needed for the job and the entire cost is being passed on to the County the County should receive the balance of the material. A current invoice should be provided to verify the material costs but if for some reason this cannot be done the department representative will be the final judge of the cost of materials used for the project.

**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

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

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

SOLICITATION NO.: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY 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").

LEE COUNTY 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 LEE COUNTY.

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

Company Name: \_\_\_\_\_

Signature

Title

Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who has produced  
(Print or Type Name)  
\_\_\_\_\_ as identification.  
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**



**Minimum Insurance Requirements:** *Risk Management 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 County 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; b; c; 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."

**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 Risk Manager for review and approval. The certificate shall provide for the following:
  - a. The certificate holder shall read as follows:

**Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902**
  - b. *"Lee County, a political subdivision and Charter County of the State of 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.
  - c. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

**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.

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your bid proposal.

Please check off each of the following items as the necessary action is completed:

- \_\_\_\_\_ 1. The Quote has been signed.
- \_\_\_\_\_ 2. The Quote prices offered have been reviewed.
- \_\_\_\_\_ 3. The price extensions and totals have been checked.
- \_\_\_\_\_ 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- \_\_\_\_\_ 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- \_\_\_\_\_ 6. All modifications have been acknowledged in the space provided.
- \_\_\_\_\_ 7. All addendums issued, if any, have been acknowledged in the space provided.
- \_\_\_\_\_ 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- \_\_\_\_\_ 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- \_\_\_\_\_ 10. Any Delivery information required is included.
- \_\_\_\_\_ 11. Affidavit Certification Immigration Signed and Notarized
- \_\_\_\_\_ 12. The mailing envelope has been addressed to:
 

<b>MAILING ADDRESS</b>		<b>PHYSICAL ADDRESS</b>
Lee County Purchasing		Lee County Purchasing
P.O. Box 398	or	1825 Hendry St 3 <sup>rd</sup> Floor
Ft. Myers, FL 33902-0398		Ft. Myers, FL 33901
- \_\_\_\_\_ 13. The mailing envelope **MUST** be sealed and marked with:
 

Quote Number \_\_\_\_\_  
 Opening Date and/or Receiving Date \_\_\_\_\_
- \_\_\_\_\_ 14. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)
- \_\_\_\_\_ 15. If submitting a "NO BID" please write quote 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:

\_\_\_\_\_  
\_\_\_\_\_

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20110625**

**1. ACTION REQUESTED/PURPOSE:**

Direct an ordinance amending the Lee County Noise Ordinance No. 93-15, as amended, to public hearing in the Lee County Chambers on Tuesday, September 13, 2011 at 9:30 a.m. or as soon as thereafter as it may be heard.

**2. FUNDING SOURCE:**

N/A

**3. WHAT ACTION ACCOMPLISHES:**

Eliminates any potential violation of the regulatory preemption pertaining to firearms, ammunition and related components adopted by the Florida Legislature in Florida Statutes Chapter 790.

**4. MANAGEMENT RECOMMENDATION:** Approve authorization to advertise for and conduct a Public Hearing on Tuesday, September 13, 2011 at 9:30 a.m.

**5. Departmental Category: C14A**

**6. Meeting Date:** 8/16/2011

**7. Agenda:**

Consent

**8. Requirement/Purpose: (specify)**

☐ Statute

☒ Ordinance 93-15

☐ Admin Code

☐ Other

**9. Request Initiated**

**Commissioner:**

**Department:** COUNTY ATTORNEY

**Division:** No Divisions

**By:** Dawn Perry-Lehnert

**10. Background:**

The Board adopted the Lee County Noise Ordinance in April of 1993 as Lee County Ordinance No. 93-15. The ordinance was subsequently amended by Lee County Ordinance Nos. 94-17 and 96-13.

For the reasons outlined below, staff is proposing an amendment to the definition of "Impulsive Sound" to eliminate the reference to "discharge of firearms". By amending the definition in the manner proposed, the County can avoid a claim that the Noise Ordinance is knowingly or willfully being enforced in violation of Section 790.33, Florida Statutes.

During the 2011 session, the Legislature adopted House Bill 45, which amended Section 790.33, Florida Statutes. The stated purpose of this House Bill is to strengthen the statutory preemption regarding state regulation of firearms and to remove any local discretion with respect to the regulation of firearms. To this end the preemption provision was amended to read as follows:

Except as expressly provided by the State Constitution or general law, the Legislature hereby declares that it is occupying the whole field of regulation of firearms and ammunition, including the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage, and transportation thereof, to the exclusion of all existing and future county, city, town, or municipal ordinances or any administrative regulations or rules adopted by local or state government relating thereto. Any such existing ordinance, rules, or regulations are hereby declared null and void.

**11. Required Review:**

<i>Michael Hunt</i>	<i>Tricia Jackson</i>	<i>David Harris</i>	<i>Peter Winton</i>		
COUNTY ATTORNEY	Budget Analyst	Budget Services	County Manager		

**12. Commission Action:**

In addition to refining the preemption the Legislature clarified the intent of the new provisions as follows:

It is further the intent of this section to deter and prevent the violation of this section and the violation of rights protected under the constitution and laws of this state related to firearms, ammunition, or components thereof, by the abuse of official authority that occurs when enactments are passed in violation of state law or under color of local or state authority.

The Legislature also established civil and criminal penalties to be imposed against any person, county, agency, municipality or district for knowingly or willfully violating the preemption. (Civil penalties: a personal fine of up to \$5,000.00 and specifically disallowing use of public funds to defend or pay the fine and/or termination of employee or removal from office; Criminal penalty: third-degree felony)

Based upon the above, and the balance of House Bill 45, staff conducted a review of the County regulations pertaining to firearms, ammunition and related components in order to determine whether amendment of the regulations were necessary to avoid potential violation of the statutory preemption. In accord with this review, County staff recommends adoption of the amendment as proposed.

Attachment - Draft Ordinance

**LEE COUNTY ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE LEE COUNTY NOISE CONTROL ORDINANCE NO. 93-15, AS AMENDED BY ORDINANCE NOS. 94-17 AND 96-13 TO AMEND THE DEFINITION OF “IMPULSIVE SOUND”; PROVIDING FOR EFFECT OF RECITALS; PROVIDING FOR CONFLICTS OF LAW SEVERABILITY, CODIFICATION, SCRIVENER’S ERRORS AND AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Lee County, Florida is the governing body in and for Lee County; and

**WHEREAS**, the Board of County Commissioners has enacted the Lee County Noise Control Ordinance; and

**WHEREAS**, as part of House Bill 45, adopted in 2011, the Florida Legislature amended Florida Statutes §790.33 to strengthen the provisions preempting any and all regulation of firearms to the state and established penalties for enacting or enforcing regulations pertaining to firearms, ammunition or components thereof, even if enacted in good faith or under color of law; and

**WHEREAS**, the definition of “impulsive sound”, as set forth in the Noise Control Ordinance, uses the discharge of a firearm as an example, which could arguably constitute a violation of the statutory preemption; and

**WHEREAS**, the Board finds amending Lee County Ordinance No. 93-15, as amended, to eliminate any potential violation of Florida Statutes Chapter 790 is prudent and appropriate.

**NOW THEREFORE**, be it ordained by the Board of County Commissioners of Lee County, Florida, that an amendment to Lee County Ordinance No. 93-15 is hereby adopted as follows:

**SECTION ONE:     EFFECT OF RECITALS**

The above recitals are incorporated by reference into the body of this ordinance and adopted as Findings of Fact.

**SECTION TWO:     AMENDMENT OF LEE COUNTY ORDINANCE NO. 93-15**

The definition of “Impulsive Sound”, as set forth in Section Three of Lee County Ordinance No. 93-15, as amended, is hereby amended as follows with strike-through

indicating deleted text and underlining indicating additional text. The balance Lee County Ordinance No. 93-15, as amended, remains unchanged.

*Impulsive Sound* - A sound of short duration, usually less than one second, with an abrupt onset and rapid decay. Examples of sources of impulsive sound include explosions; and drop forge impacts; ~~and the discharge of firearms.~~

### **SECTION THREE: CONFLICTS OF LAW**

Whenever the requirements or provisions of this ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirements will apply.

### **SECTION FOUR: SEVERABILITY**

It is the Board of County Commissioners' intent that if any section, subsection, clause or provision of this ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this ordinance. The Board of County Commissioners further declares its intent that this ordinance would have been adopted if such unconstitutional provision was not included.

### **SECTION FIVE: CODIFICATION AND SCRIVENER'S ERRORS**

The Board of County Commissioners intend that this ordinance will be made part of the Lee County Code; and that sections of this ordinance can be renumbered or relettered and that the word "ordinance" can be changed to "section", "article" or some other appropriate word or phrase to accomplish codification, and regardless of whether this ordinance is ever codified, the ordinance can be renumbered or relettered and typographical errors that do not affect the intent can be corrected with the authorization of the County Manager or designee, without the need for a public hearing.

### **SECTION SIX: EFFECTIVE DATE**

This ordinance will take effect upon its filing with the Office of the Secretary of the Florida Department of State.

Commissioner \_\_\_\_\_ made a motion to adopt the foregoing ordinance,  
seconded by Commissioner \_\_\_\_\_. The vote was as follows:

JOHN E. MANNING	_____
BRIAN BIGELOW	_____
RAY JUDAH	_____
TAMMARA HALL	_____
FRANK MANN	_____

DULY PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Office of the County Attorney

S:\GS\DPL\Ordinances\Noise Control - Firearms\Noise Control\_firearm.wpd

DRAFT FOR DISCUSSION PURPOSES ONLY  
LEE COUNTY ATTORNEY'S OFFICE  
AUGUST 2, 2011



**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20110624**

**1. ACTION REQUESTED/PURPOSE:**

Direct an ordinance amending the Lee County Parks and Recreation Ordinance No. 06-26, as amended, to public hearing in the Lee County Commission Chambers on Tuesday, September 13, 2011 at 9:30 a.m. or as soon thereafter as it may be heard.

**2. FUNDING SOURCE:**

N/A

**3. WHAT ACTION ACCOMPLISHES:**

Eliminates any potential violation of the regulatory preemption pertaining to firearms, ammunition and related components adopted by the Florida Legislature in Florida Statutes Chapter 790.

**4. MANAGEMENT RECOMMENDATION:** Approve authorization to advertise for and conduct a Public Hearing on Tuesday, September 13, 2011 at 9:30 a.m.

**5. Departmental Category: C14B**

**6. Meeting Date:** 8/16/2011

**7. Agenda:**

Consent

**8. Requirement/Purpose: (specify)**

- ☐ Statute  
☒ Ordinance            06-26  
☐ Admin Code  
☐ Other

**9. Request Initiated**

**Commissioner:**

**Department:** COUNTY ATTORNEY

**Division:** No Divisions

**By:** Dawn Perry-Lehnert

**10. Background:**

The Parks and Recreation Ordinance was recently amended by Lee County Ordinance No. 10-41, in an effort to settle litigation against the County regarding a violation of the concealed weapons regulations set forth in Section 790.06, Florida Statutes. Subsequent to adoption of this ordinance the Legislature adopted House Bill 45 amending Section 790.33, Florida Statutes.

For the reasons outlined below, staff is proposing to amend the provisions pertaining weapons to eliminate all references to firearms and clarify that the "weapons" controlled by the ordinance do not include firearms or ammunition. In conjunction with this amendment, County staff is actively changing all signs located on County park property and Conservation 20/20 lands to eliminate text and symbols that may constitute a violation of Section 790.33, Florida Statutes.

The stated purpose of House Bill 45 is to strengthen the statutory preemption regarding state regulation of firearms and to remove any local discretion with respect to the regulation of firearms. To this end the preemption provision was amended to read as follows:

Except as expressly provided by the State Constitution or general law, the Legislature hereby declares that it is occupying the whole field of regulation of firearms and ammunition including the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage, and transportation thereof, to the exclusion of all existing and future county, city, town, or municipal ordinances or any administrative regulations or rules adopted by local or state government relating thereto. Any such existing ordinance, rules, or regulations are hereby declared null and void.

**11. Required Review:**

<i>Michael Hunt</i>	<i>Tricia Jackson</i>	<i>Mike Figueroa</i>	<i>Anne Henkel</i>	<i>David Harner</i>	<i>David Harris</i>
COUNTY ATTORNEY	Budget Analyst	Risk	Budget Analyst	PARKS AND RECREATION	Budget Services
<i>Holly Schwartz</i>					
County Manager					

**12. Commission Action:**

In addition to refining the preemption, the Legislature clarified the intent of the new provisions as follows:

It is further the intent of this section to deter and prevent the violation of this section and the violation of rights protected under the constitution and laws of this state related to firearms, ammunition, or components thereof, by the abuse of official authority that occurs when enactments are passed in violation of state law or under color of local or state authority.

The Legislature also established civil and criminal penalties to be imposed against any person, county, agency, municipality or district for knowingly or willfully violating the preemption. [Civil penalties: a personal fine of up to \$5,000.00 and specifically disallowing use of public funds to defend or pay the fine and/or termination of employee or removal from office; Criminal penalty: third-degree felony]

Based upon the above, and the balance of House Bill 45, staff conducted a review of the County regulations pertaining to firearms, ammunition and related components in order to determine whether amendment of the regulations were necessary to avoid potential violation of the statutory preemption. In accord with this review, County staff recommends adoption of the amendment as proposed.

Attachment - Draft Ordinance

**LEE COUNTY ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING LEE COUNTY ORDINANCE NO. 06-26, KNOWN AS THE LEE COUNTY PARKS AND RECREATION ORDINANCE TO AMEND SECTION 6.1 PERTAINING TO WEAPONS; PROVIDING FOR EFFECT OF RECITALS, CONFLICTS, INCLUSION IN THE CODE, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the recreational use of the public parks is a treasured asset of this County that is afforded to the public at large, including residents of and visitors to the County; and

**WHEREAS**, it is in the interest of the public health, safety and welfare that certain controls and regulations be placed on persons using public park resources in order to ensure maximum enjoyment of the resources by the general public, while affording protection and preservation of natural and manmade resources, and reducing the risk of injury to park patrons; and

**WHEREAS**, as part of House Bill 45, adopted in 2011, the Florida Legislature amended Florida Statutes §790.33 to strengthen the provisions preempting any and all regulation of firearms to the state and established penalties for enacting or enforcing regulations pertaining to firearms, ammunition or components thereof, even if enacted in good faith or under color of law; and

**WHEREAS**, the Board finds amending the provisions of Lee County Ordinance No. 06-26, as amended, to eliminate any potential violation of Florida Statutes Chapter 790, is prudent and appropriate.

**NOW THEREFORE**, be it ordained by the Board of County Commissioners of Lee County, Florida, that an amendment to Lee County Ordinance No. 06-26 is hereby adopted as follows:

**SECTION ONE: EFFECT OF RECITALS**

The above recitals are incorporated by reference into the body of this ordinance and adopted as Findings of Fact.

**SECTION TWO: AMENDMENT OF SECTION 6.1**

Lee County Parks and Recreation Ordinance No. 06-26, Section 6.1 pertaining to weapons is hereby by amended as follows, with deleted text identified by strike-through and additional text identified by underlining.

## 6.1 WEAPONS

~~(A) — Florida Statutes §790.33(3)(a) requires the County to enforce State firearms laws. Consistent with Florida Statutes, the use or possession of weapons or firearms while on County park properties is prohibited, except in compliance with F.S. Ch. 790. Any person carrying a concealed weapon or firearm in a County park must possess on their person a valid Florida Concealed Weapon or Firearm License issued by the Department of Agriculture and Consumer Services and valid identification, or otherwise be exempt from the provisions of F.S. Ch. 790.~~

(A) Consistent with Florida Statutes §790.01(14), the term “weapon” as used in this section specifically excludes firearms and ammunition.

(B) The use or possession of certain weapons on county park property may be permitted for specific activities requiring the use of particular weapons as or other specialized equipment to engage in the permitted activity or special event affirmatively authorized by law enforcement officials or the Parks and Recreation Director.

(C) The use or possession of BB guns, air rifles, air guns and paint guns are prohibited on County park property.

~~(D) — *Penalties.* Consistent with F.S. Ch. 790:~~

~~(1) — A person upon park property carrying a concealed weapon or firearm without also carrying both the license issued under F.S. §790.06 and proper identification commits a non-criminal violation subject to a civil penalty of \$25.00.~~

~~(2) — A person upon park property carrying a concealed weapon or electronic weapon/device on or about his/her person without a proper permit issued under F.S. §790.06 commits a first degree misdemeanor punishable as provided in F.S. §§775.082 or 775.083.~~

~~(3) — A person upon park property carrying a concealed firearm on or about his/her person without a proper permit issued under F.S. §790.06 commits a third degree felony punishable as provided in F.S. §§775.082, 775.083 or 775.084.~~

~~(4) — Unless specifically exempt under F.S. Ch. 790, a person upon park property openly carrying a firearm or electronic weapon/device that is not deemed appropriate equipment to engage in an activity permitted consistent with section 6.1(B), commits a second degree misdemeanor punishable as provided in F.S. §§775.082 or 775.083.~~

~~(E-D)~~ Enforcement of the provisions set forth in this section is the responsibility of

~~may be through the Lee County Sheriff's Office or the Lee County Park Rangers, as appropriate, and in accordance with the provisions of this Ordinance and/or Florida law.~~

### **SECTION THREE: CONFLICTS OF LAW**

Whenever the requirements or provisions of this ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirements will apply.

### **SECTION FOUR: SEVERABILITY**

It is the Board of County Commissioners' intent that if any section, subsection, clause or provision of this ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this ordinance. The Board of County Commissioners further declares its intent that this ordinance would have been adopted if such unconstitutional provision was not included.

### **SECTION FIVE: CODIFICATION AND SCRIVENER'S ERRORS**

The Board of County Commissioners intend that this ordinance will be made part of the Lee County Code; and that sections of this ordinance can be renumbered or relettered and that the word "ordinance" can be changed to "section", "article" or some other appropriate word or phrase to accomplish codification, and regardless of whether this ordinance is ever codified, the ordinance can be renumbered or relettered and typographical errors that do not affect the intent can be corrected with the authorization of the County Manager or designee, without the need for a public hearing.

### **SECTION SIX: EFFECTIVE DATE**

This ordinance will take effect upon its filing with the Office of the Secretary of the Florida Department of State.

Commissioner \_\_\_\_\_ made a motion to adopt the foregoing ordinance,  
seconded by Commissioner \_\_\_\_\_. The vote was as follows:

JOHN E. MANNING	_____
BRIAN BIGELOW	_____
RAY JUDAH	_____
TAMMARA HALL	_____
FRANK MANN	_____

DULY PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Office of the County Attorney

S:\GS\DPL\Ordinances\Parks & Rec\firearms repeal.wpd

DRAFT FOR DISCUSSION PURPOSES ONLY  
LEE COUNTY ATTORNEY 'S OFFICE  
AUGUST 2, 2011

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20110630**

**1. ACTION REQUESTED/PURPOSE:**

Approve Sheriff's expenditure and transfer from reserves in the LET Fund #10500 for \$100,000.00 for prevention and education programs.

**2. FUNDING SOURCE:**

Law Enforcement Trust Fund.

**3. WHAT ACTION ACCOMPLISHES:**

Allow funds to be expended in the current fiscal year.

**4. MANAGEMENT RECOMMENDATION:** Approve.

**5. Departmental Category:** C16A

**6. Meeting Date:** 8/16/2011

**7. Agenda:**

Consent

**8. Requirement/Purpose: (specify)**

- ☐ Statute  
☐ Ordinance  
☐ Admin Code  
☐ Other

**9. Request Initiated**

**Commissioner:** All

**Department:** CONSTITUTIONAL OFFICERS

**Division:** Sheriff

**By:** Chief Homan

**10. Background:**

Sheriff is certifying that the amounts expended from the Law Enforcement Trust Fund comply with the provisions of Florida State Statute section 932.7055 provides in part...Such proceeds and interest earned thereon shall be used for School Resource Officers, Crime Prevention, Safe Neighborhood, Drug Abuse Education and Prevention Programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or expertise...and Law Enforcement expend or donate 15% of their collections to specified programs. The \$100,000.00 of this request will fund prevention and education programs and equipment necessary for the investigations of the sale of illegal drugs.

**11. Required Review:**

<i>Chief Homan</i>	<i>Jed Schneck</i>	<i>Tricia Jackson</i>	<i>Mike Figueroa</i>	<i>Tricia Jackson</i>	<i>Dave Harris</i>
SHERIFF	County Attorney	Budget Analyst	Risk	Grants	Budget Services
<i>Pete Winton</i>					
County Manager					

**12. Commission Action:**

**Lee County Board Of County Commissioners**

**Blue Sheet No. 20110630**

**Agenda Item Summary**

**1. ACTION REQUESTED/PURPOSE:** Approve Sheriff's expenditure and transfer from reserves in the LET Fund #10500 for \$100,000.00 for prevention and education programs.

**2. FUNDING SOURCE:** Law Enforcement Trust Fund

**3. WHAT ACTION ACCOMPLISHES:** Allow funds to be expended in the current fiscal year.

**4. MANAGEMENT RECOMMENDATION:** Approve

**5. Departmental Category:**

*CILA*

**6. Meeting Date:** 8-16-11

**7. Agenda:**

☒ Consent

☐ Administrative

☐ Appeals

☐ Public

☐ Walk-On

**8. Requirement/Purpose: (specify)**

☐ Statute

☐ Ordinance

☐ Admin. Code

☐ Other

**9. Request Initiated:**

Commissioner

Department

Division

By: *Chief R. Roman*  
Office of the Sheriff

**10. Background:**

Sheriff is certifying that the amounts expended from the Law Enforcement Trust Fund comply with the provisions of Florida State Statute section 932.7055 provides in part...Such proceeds and interest earned thereon shall be used for School Resource Officers, Crime Prevention, Safe Neighborhood, Drug Abuse Education and Prevention Programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or expertise...and Law Enforcement expend or donate 15% of their collections to specified programs. The \$100,000.00 of this request will fund prevention and education programs and equipment necessary for the investigations of the sale of illegal drugs.

**11. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P. W. Director
				<i>EJ</i>	Analyst	Risk	Grants	Mgr.	
					<i>D 8/4/11</i>	<i>NA 8/4/11</i>	<i>D 8/4/11</i>	<i>DA 8/4/11</i>	<i>8-411</i>

**12. Commission Action:**

☐ Approved

☐ Deferred

☐ Denied

☐ Other

Rec. by CoAtty  
Date: 8/3/11  
Time: 3:15pm  
8/4/11 10:30am

RECEIVED BY  
COUNTY ADMIN:  
10:30am 8/3/11  
COUNTY ADMIN  
FORWARDED TO:  
1pm 8/3/11  
to Public Res.



## REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Law Enforcement Trust DATE: 08/02/11 BATCH NO. \_\_\_\_\_  
FISCAL YEAR: FY 10-11 FUND #: 10500 DOC TYPE: YB LEDGER TYPE BA  
TO: Sheriff Law Enforcement Trust - Sheriff  
(DIVISION NAME) (PROGRAM NAME)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>DEBIT</u>
CG5216510500.504991	Expenses Other Than Salaries	\$100,000

TOTAL TO: \$100,000

<u>FROM:</u> <u>Non-Departmental</u> (DIVISION NAME)	<u>Reserves</u> (PROGRAM NAME)
<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>
GC5890110500.509910	Reserves for Contingencies
	<u>CREDIT</u>
	\$100,000

TOTAL FROM: \$100,000

**EXPLANATION:**

For prevention and education programs using Law Enforcement Trust Funds per Blue Sheet No. 20110630

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

\_\_\_\_\_  
Chair

BA NO: \_\_\_\_\_ AUTH CODE: \_\_\_\_\_ TRANS DATE: \_\_\_\_\_

**Lee County Board Of County Commissioners**  
**Agenda Item Summary**

**Blue Sheet No. 20110631**

**1. ACTION REQUESTED/PURPOSE:**

Approve Expenditures in the amount of \$389,267.36 by the Lee County Sheriff's Office for FY 10/11 from revenues collected from various fees, services, etc. (see below) that were collected by the Sheriff's Office during the period of 4/16/11 through 7/31/11. Also approve transfers within budget line items within the Sheriff's Office allocation.

**2. FUNDING SOURCE:**

General Fund.

**3. WHAT ACTION ACCOMPLISHES:**

Board approval is needed to expend funds collected.

**4. MANAGEMENT RECOMMENDATION:** Approve.

**5. Departmental Category: C16B**

**6. Meeting Date:** 8/16/2011

**7. Agenda:**

Consent

**8. Requirement/Purpose: (specify)**

- ☐ Statute  
☐ Ordinance  
☐ Admin Code  
☐ Other

**9. Request Initiated**

**Commissioner:** All

**Department:** CONSTITUTIONAL OFFICERS

**Division:** Sheriff

**By:** Chief Homan

**10. Background:**

It was requested by the auditors that expenditures resulting from revenues collected by the Lee County Sheriff's Office be approved by the Board.

The Lee County Sheriff's Office has collected the following revenues in the time period noted above:

Alarm Permit Fees	\$ 20,000.00
Sexual Predator Registration Fees	\$ 9,970.80
Records Background Checks/Copies	\$ 10,813.71
Jail – Media Requests for Mug Shots	\$ 83.10
Charges for 119 Requests	\$ 6,184.94
Fingerprinting Services	\$ 9,729.00
Vehicle Inspection Fees	\$ 236.00
Notary Fees \$ 10.00	
False Alarm Penalties	\$ 70,250.00
Unclaimed Evidence	\$ 4,961.03
FSS 588 Impounding Fees	\$ 1,255.00
Inmate Booking Fees	\$101,004.37
Inmate Medical Fees	\$ 7,965.16
Court Ordered Restitution	\$ 3,102.40
Proceeds – Sale/Trade of Assets	\$121,132.85
Insurance Proceeds for Assets	\$ 22,569.00
<b>TOTAL</b>	<b>\$389,267.36</b>

**11. Required Review:**

<b>Chief Homan</b>	<b>Jed Schneck</b>	<b>Tricia Jackson</b>	<b>Mike Figueroa</b>	<b>Tricia Jackson</b>	<b>Dave Harris</b>
SHERIFF	County Attorney	Budget Analyst	Risk	Grants	Budget Services
<b>Pete Winton</b>					
County Manager					

**12. Commission Action:**

The above revenues are for the following:

Law Enforcement Expense	(521)	\$280,214.73
Corrections Expense	(523)	\$109,052.63
TOTAL		\$389,267.36

Budget Expenditure are for the Following:

Lee County False Alarm Ordinance to offset costs (521) for false alarms and overtime associated with FSS 119 background checks and fingerprinting services. Expenses category (521) to cover costs associated with Fleet Services to include vehicle repairs, equipment purchases and fuel. Correction categories (523) are to offset costs associated with overall expenses.

# Lee County Board Of County Commissioners

Blue Sheet No. 20110631

## Agenda Item Summary

**1. ACTION REQUESTED/PURPOSE:** Approve Expenditures in the amount of \$389,267.36 by the Lee County Sheriff's Office for FY 10/11 from revenues collected from various fees, services, etc. (see below) that were collected by the Sheriff's Office during the period of 4/16/11 through 7/31/11. Also approve transfers within budget line items within the Sheriff's Office allocation.

**2. FUNDING SOURCE:** General Fund.

**3. WHAT ACTION ACCOMPLISHES:** Board approval is needed to expend funds collected.

**4. MANAGEMENT RECOMMENDATION:** Approve

**5. Departmental Category:**

C16B

**6. Meeting Date:**

8-16-11

**7. Agenda:**

☒ Consent  
☐ Administrative  
☐ Appeals  
☐ Public  
☐ Walk-On

**8. Requirement/Purpose: (specify)**

☐ Statute  
☐ Ordinance  
☐ Admin. Code  
☐ Other

**9. Request Initiated:**

Commissioner

Department

Division

By:

Chief R. Homan  
Sheriff of Lee County

**10. Background:** It was requested by the auditors that expenditures resulting from revenues collected by the Lee County Sheriff's Office be approved by the Board.

The Lee County Sheriff's Office has collected the following revenues in the time period noted above:

Alarm Permit Fees	\$ 20,000.00
Sexual Predator Registration Fees	\$ 9,970.80
Records Background Checks/Copies	\$ 10,813.71
Jail - Media Requests for Mug Shots	\$ 83.10
Charges for 119 Requests	\$ 6,184.94
Fingerprinting Services	\$ 9,729.00
Vehicle Inspection Fees	\$ 236.00
Notary Fees	\$ 10.00
False Alarm Penalties	\$ 70,250.00
Unclaimed Evidence	\$ 4,961.03
FSS 588 Impounding Fees	\$ 1,255.00
Inmate Booking Fees	\$101,004.37
Inmate Medical Fees	\$ 7,965.16
Court Ordered Restitution	\$ 3,102.40
Proceeds - Sale/Trade of Assets	\$121,132.85
Insurance Proceeds for Assets	\$ 22,569.00
<b>TOTAL</b>	<b>\$389,267.36</b>

The above revenues are for the following:

Law Enforcement Expense (521) \$280,214.73  
Corrections Expense (523) \$109,052.63  
**TOTAL** \$389,267.36

Budget Expenditure are for the Following:

Lee County False Alarm Ordinance to offset costs (521) for false alarms and overtime associated with FSS 119 background checks and fingerprinting services. Expenses category (521) to cover costs associated with Fleet Services to include vehicle repairs, equipment purchases and fuel. Correction categories (523) are to offset costs associated with overall expenses.

**11. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P. W. Director
					Analyst	Risk	Grants	Mgr.	
					TJ 8/4/11	MA 8/4/11	TJ 8/4/11	DA 8/4/11	18-411

**12. Commission Action:**

☒ Approved  
☐ Deferred  
☐ Denied  
☐ Other

RECEIVED BY  
COUNTY ADMIN:  
10:30am 8/3/11  
COUNTY ADMIN  
FORWARDED TO:  
1pm 8/3/11  
to Public Res.

Rec. by CoAtty  
Date: 8/3/11  
Time: 3:15pm  
Forwarded To:  
8/4/11 10:30am

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20110644**

**1. ACTION REQUESTED/PURPOSE:**

Request Board approves disbursements. The check and wire registers can now be viewed on the Clerk's Website at WWW.LEECLERK.ORG by accessing the BOCC Minutes and Documents link.

**2. FUNDING SOURCE:**

N/A.

**3. WHAT ACTION ACCOMPLISHES:**

Florida Statute Chapter 136.06 (1) requires that all County disbursements be recorded in the Minutes of the Board.

**4. MANAGEMENT RECOMMENDATION:** Compliance with the requirements of FS 136.06 (1).

**5. Departmental Category:** C16C

**6. Meeting Date:** 8/16/2011

**7. Agenda:**

Consent

**8. Requirement/Purpose: (specify)**

- ☒ Statute 136.06(1)  
☐ Ordinance  
☐ Admin Code  
☐ Other

**9. Request Initiated**

**Commissioner:** All

**Department:** CONSTITUTIONAL OFFICERS

**Division:** Clerk of Courts

**By:** Donna Harn

**10. Background:**

**11. Required Review:**

*Donna Harn*

FINANCE

**12. Commission Action:**

**Lee County Board Of County Commissioners**  
**Agenda Item Summary**

Blue Sheet No. 20110644

**1. ACTION REQUESTED/PURPOSE:**

Request Board approves disbursements. The check and wire registers can now be viewed on the Clerk's Website at [WWW.LEECLERK.ORG](http://WWW.LEECLERK.ORG) by accessing the BOCC Minutes and Documents link.

**2. FUNDING SOURCE:**

N/A

**3. WHAT ACTION ACCOMPLISHES:**

Florida Statute Chapter 136.06 (1) requires that all County disbursements be recorded in the Minutes of the Board.

**4. MANAGEMENT RECOMMENDATION:** Compliance with the requirements of FS 136.06 (1)

**5. Departmental Category:**

C16C

**6. Meeting Date:** August 16, 2011


**7. Agenda:**

☒ Consent  
 \_\_\_\_\_ Administrative  
 \_\_\_\_\_ Appeals  
 \_\_\_\_\_ Public  
 \_\_\_\_\_ Walk-On

**8. Requirement/Purpose: (specify)**


☒ Statute 136.06 (1)  
 \_\_\_\_\_ Ordinance  
 \_\_\_\_\_ Admin. Code  
 \_\_\_\_\_ Other

**9. Request Initiated:**

Commissioner \_\_\_\_\_  
 Department CONSTITUTIONAL OFFICERS  
 Division Clerk of Courts  
 By: Donna G. Harn 

**10. Background:**

**11. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P. W. Director
					Analyst	Risk	Grants	Mgr.	

**12. Commission Action:**

\_\_\_\_\_ Approved  
 \_\_\_\_\_ Deferred  
 \_\_\_\_\_ Denied  
 \_\_\_\_\_ Other

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20110645**

**1. ACTION REQUESTED/PURPOSE:**

Approve the Minutes for the following meetings of the Board of County Commissioners held during the week of August 1 through August 5, 2011: June 27, 2011 (Special - at Port), August 02, 2011 (Regular), August 03, 2011 (Millage Rate).

**2. FUNDING SOURCE:**

N/A.

**3. WHAT ACTION ACCOMPLISHES:**

Approval of the Board Minutes, pursuant to Florida Statute 286.011.

**4. MANAGEMENT RECOMMENDATION:** Approve.

**5. Departmental Category:** C16D

**6. Meeting Date:** 8/16/2011

**7. Agenda:**

Consent

**8. Requirement/Purpose: (specify)**

- ☒ Statute 286.011  
☐ Ordinance  
☐ Admin Code  
☐ Other

**9. Request Initiated**

**Commissioner:**

**Department:** CONSTITUTIONAL OFFICES

**Division:** Clerk of Courts

**By:** Lisa Pierce

**10. Background:**

The summary of each of the above Minutes were provided to the Board members sitting at those meetings within one week of the meeting. Any comments from the Commissioners were taken into consideration in the development of the final minutes now presented for approval.

Attached is a listing of all documents that have not been received as of the date the Blue Sheet approval request was submitted for the Agenda.

**11. Required Review:**

*Lisa Pierce*

MINUTES

**12. Commission Action:**

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No.** 20110645

**1. ACTION REQUESTED/PURPOSE:**

Approve the Minutes for the following meetings of the Board of County Commissioners held during the week of August 1 through August 5, 2011.

June 27, 2011 (Special –at Port0  
August 02, 2011 (Regular)      August 03, 2011 (Millage Rate)

**2. FUNDING SOURCE:**

Not Applicable.

**3. WHAT ACTION ACCOMPLISHES:**

Approval of the Board Minutes, pursuant to Florida Statute 286.011

**4. MANAGEMENT RECOMMENDATION:**

Approve.

**5. Departmental Category:**

CICD

**6. Meeting Date:**

8-16-11

**7. Agenda:**

☐ Consent  
☐ Administrative  
☐ Appeals  
  
☐ Public  
☐ Walk-On

**8. Requirement/Purpose:  
(specify)**

☐ Statute  
☐ Ordinance  
☐ Admin.  
☐ Code  
☐ Other

**9. Request Initiated:**

**Commissioner**  
**Department** Minutes Office  
**Division**

**By:** Lisa L. Pierce,  
Minutes Office Manager

**10. Background:**

The summary of each of the above Minutes were provided to the Board members sitting at those meetings within one week of the meeting. Any comments from the Commissioners were taken into consideration in the development of the final minutes now presented for approval.

Attached is a listing of all documents that have not been received as of the date the Blue Sheet approval request was submitted for the Agenda.

**11. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<u>Lisa L. Pierce</u>					Analyst	Risk	Grants	Mgr.	

**12. Commission Action:**

☐ Approved  
☐ Deferred  
☐ Denied  
☐ Other



**REGULAR MEETING NEEDS LIST - AUGUST 02, 2011**

ITEM NO.	BLUE SHEET	DESCRIPTION	COPY	ORIGINAL	SCAN
C1A	20110569	Incentive Application Agreement Resolution No. 11-08-01			
C1B	20110579	Transfer of Funds – Fund # 00100-\$5 million			
C1C	20110581	Transfer of Funds-Fund #00100- \$1 million			
C2A	20110578	Amendment to SHIP C-5461 Amendment to SHIP C-5459			
C5C	20110545	Purchase Agr – Slope Easement – Parcel 122			
C5D	20110546	Purchase Agr – Easements on Various Parcels			
C5E	20110547	Purchase Agr – Easements on Various Parcels			
C5F	20110548	Purchase Agr – Parcels 225 & 225PE			
C5G	20110552	Purchase Agr – Easement – Parcel 1			
C6A	20110551	HUD Action Plan Submission for FY 2011; Certifications; SF-424; Cover Letter Entitlement Agr's: CDBG; HOME; ESG Sub-recipient Agr's: CDBG; HOME; ESG HUD Enviro Assessments Amends to 5-Yr Consolidated/Action Plans	ONLY ONLY ONLY ONLY ONLY ONLY		
C6B	20110567	Cover Letter Certification of Consistency Challenge Grant Application –Salvation Army and Lee Mental Health	ONLY		
C7A	20110573	Budget Amend Reso No. 11-08-02 for \$1,441.00 to Fund #14800 for FY10-11			
C8A	20110564	(Natural Resources) Joint Funding Agr	ONLY		
C10A	20110518	Statement of Agr w/Jerry's Grocery-Sanibel			
C10B	20110557	Statement of Agr w/Tanger Properties			
C10C	20110565	CMA-Roger Burks, Inc.			
C13A	20110507	Utility Easement ( <i>req. recording</i> ) Gulf Paving Final Accept Reso No. 11-08-03			
C13C	20110541	Final Accept Reso No. 11-08-04 Three Oaks			
C13D	20110553	Utility Easement ( <i>req. recording</i> ) SWFL Eye Final Accept Reso No. 11-08-05			
C14A	20110529	Reso No. 11-08-06 w/Ex's A thru F			
A1A	20110583	Transfer of Funds - \$9,460,640.00 -Various			
A2A	20110558	SPA – Jas. Duncan and Assoc.			
CO1	20110228	Utility Easement – Airport Crossings Final Accept Reso No. 11-08-07			
Cmtees		Certificate of Appt. to Housing Finance Authority – Virginia Yates			

**MILLAGE SPECIAL MEETING NEEDS LIST - AUGUST 3, 2011**

ITEM NO.	BLUE SHEET	DESCRIPTION	COPY	ORIGINAL	SCAN
		Resolution No. 11-08-08			

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20110646**

**1. ACTION REQUESTED/PURPOSE:**

File and Record proof of publication of unclaimed cash bond refunds in the minutes of the County Commissioners of Lee County.

**2. FUNDING SOURCE:**

N/A.

**3. WHAT ACTION ACCOMPLISHES:**

Pursuant to Chapter 116.21, Florida Statutes, notifies criminal and civil cash bond depositors of unclaimed funds held by the Clerk of Courts.

**4. MANAGEMENT RECOMMENDATION:** Approved.

**5. Departmental Category:** C16E

**6. Meeting Date:** 8/16/2011

**7. Agenda:**

Consent

**8. Requirement/Purpose: (specify)**

- ☒ Statute 116.21  
☐ Ordinance  
☐ Admin Code  
☐ Other

**9. Request Initiated**

**Commissioner:**

**Department:** CONSTITUTIONAL OFFICERS

**Division:** Clerk of Courts

**By:** Donna Harn

**10. Background:**

Pursuant to Chapter 116.21, Florida Statutes, the Clerk must annually publish any unclaimed criminal and civil cash bonds during the month of July. Unless such monies are claimed on or before September 1st after such publication, these funds shall be paid to the Clerk of Court. The proof of publication is to be filed and recorded in the minutes of the County Commissioners.

**11. Required Review:**

*Donna Harn*

FINANCE

**12. Commission Action:**

Lee County Board Of County Commissioners  
Agenda Item Summary

Blue Sheet No. 20110646

**1. ACTION REQUESTED/PURPOSE:**

File and Record proof of publication of unclaimed cash bond refunds in the minutes of the County Commissioners of Lee County.

**2. FUNDING SOURCE:**

None required

**3. WHAT ACTION ACCOMPLISHES:**

Pursuant to Chapter 116.21, Florida Statutes, notifies criminal and civil cash bond depositors of unclaimed funds held by the Clerk of Courts

**4. MANAGEMENT RECOMMENDATION:** Approved

**5. Departmental Category:**

C16E

**6. Meeting Date:** August 16, 2011

**7. Agenda:**

Consent

**8. Requirement/Purpose: (specify)**

X Statute

116.21

☐ Ordinance

☐ Admin Code


☐ Other

**9. Request Initiated**

**Commissioner:**

**Department:** Finance & Records Department

**Division:**

**By:** Donna G. Harn 

**10. Background:**

Pursuant to Chapter 116.21, Florida Statutes, the Clerk must annually publish any unclaimed criminal and civil cash bonds during the month of July. Unless such monies are claimed on or before September 1<sup>st</sup> after such publication, these funds shall be paid to the Clerk of Court. The proof of publication is to be filed and recorded in the minutes of the County Commissioners.

**11. Required Review:**


**12. Commission Action:**

**NEWS-PRESS**  
*Published every morning -  
Daily and Sunday  
Fort Myers, Florida*  
**Affidavit of Publication**

STATE OF FLORIDA  
COUNTY OF LEE

Before the undersigned authority, personally appeared

**Mary McGreen**

Who on oath says that he/she is the

**Legal Assistant** of the News-Press, a daily newspaper,  
published at Fort Myers, in Lee County, Florida; that the  
attached copy of advertisement, being a

**Notice of Action**

In the matter of:

**Cash Bond Notice**

In the court was published in said newspaper in the  
issues of

**July 18, 2011**

Affiant further says that the said News-Press is a paper of  
general circulation daily in Lee, Charlotte, Collier, Glades and  
Hendry Counties and published at Fort Myers, in said Lee  
County, Florida and that said newspaper has heretofore been  
continuously published in said Lee County, Florida, each day,  
and has been entered as a second class mail matter at the post  
office in Fort Myers in said Lee County, Florida, for a period of  
one year next preceding the first publication of the attached  
copy of the advertisement; and affiant further says that he/she  
has neither paid nor promised any person, firm or corporation  
any discount, rebate, commission or refund for the purpose of  
securing this advertisement for publication in the said  
newspaper.

*Mary McGreen*

Sworn to and subscribed before me this 18th day of  
July, 2011.

By **Mary McGreen**

Personally known to me or who has produced

as identification, and who did or did not take an  
oath.

Notary Public

*Gladys D. Vanderbeck*  
GLADYS D. VANDERBECK  
Commission # DD 826805  
Expires December 13, 2012  
My commission expires

**NOTICE OF PUBLI-  
CATION OF UN-  
CLAIMED CASH  
BONDS FROM JAN-  
UARY 1, 2009,  
THROUGH DECEM-  
BER 31, 2009, PUR-  
SUANT TO CHAP-  
TER 116.21, FLORI-  
DA STATUTES.**

Persons having or  
claiming any interest  
in said funds or any  
portion of them shall  
file their written  
claim with the Lee  
County Clerk of Cir-  
cuit Court by Sep-  
tember 1, 2011, and  
shall make sufficient  
proof of their owner-  
ship and upon doing  
so shall be entitled to  
receive any part of  
the moneys so claim-  
ed. Unless claim is  
filed within such  
time aforesaid, all  
claims in reference  
thereto are forever  
barred.

Claims should be  
mailed to Clerk of  
Circuit Court, Attn:  
General Accounting,  
P.O. Box 9366, Fort  
Myers, Florida,

33902; phone (239)  
533-2100.  
**CLERK OF COURTS-  
UNCLAIMED CASH  
BONDS**

January 1, 2009  
through December  
31, 2009.

Name of Depositor;  
Name of Defendant;  
Check Amount

Acosta, Gabriel;  
Guzman, Carreto  
Vincente; 20.00  
Acosta, Sandra;  
Acosta, Sandra; 20.00  
Agenor, Jeen;  
Agenor, Jeen; 100.00  
Aguilar, Hector  
Perez, Perez  
Aguilar, Hector;  
100.00  
Angel, Jose; Angel,  
Jose Sanchez; 250.00  
Armondo, Jose  
Sanjuan, Ventura-  
Gonzalez, Isaais;  
20.00

Atilus, Iliessaint;  
Atilus, Iliessaint;  
1,000.00  
Ayala, Rivera,  
Ernesto; Ayala  
Rivera, Ernesto;  
20.00

Baker, Bonnie  
Jean; Balm, Randy  
L; 600.00  
Barrios, Elpidio;  
Velazquez, Tito

Bayadavez, Giovanni  
Arriaza, Arriaza-  
Bayadavez, Giovanni  
Alberto; 20.00  
Bello, Pablo Pozos;  
Pozos-Bello, Pablo L;  
20.00

Binuelo, Ernesto;  
Binuelo, Ernesto G;  
20.00  
Burgess, Deanna L;  
Burgess, Deanna  
Lavontace; 50.00

Cardoza, Jesus;  
Cardoza, Jesus Ra-  
mon; 20.00  
Carrato, Ricardo;  
Flores, Maria Ameri-  
ca; 20.00

Castro Itzep, Juan;  
Castro-Itzep, Juan;  
500.00  
Castro Us Diego;  
Us Diego Castro;  
20.00

Castro, Juan; Cas-  
tro, Juan; 20.00  
Castro, Juana;  
Pacheco, Alberto  
Lux; 500.00

Castro, Miguel; Ji-  
menez, Julian Vera;  
20.00  
Catarino, Cornelio;  
Macias, Abraham  
Montoya; 20.00

Cazares, Candido;  
Cazares, Candido;  
20.00  
Ceztner, Henry;  
Leal, Milphon T; 20.00

Chinchilla, Erlinda;  
Chinchilla, Erlinda  
Dallia; 20.00

Imul Jesus; Deleon  
Esteban Armando;  
20.00  
Inocencio, Fernan-  
do Isaac; Inocencio,  
Fernando; 20.00

Islas, Rosalinda;  
Gonzalez-Puga, Jose  
Luis; 20.00  
Itzep, Fermin;  
Itzep, Fermin Cos;  
120.00  
Jackson, Jessica;  
Fleming, Lewis A.;  
250.00

Jimenez Francisco;  
Ramirez Jendri  
Telon; 20.00  
Jimenez Oswaldo  
Pedro; Jimenez Mar-  
io Luis; 20.00  
Jose, Ruben; Jose,  
Ruben Jose; 20.00  
Juan Jose Sanjuan;  
Sanjuan, Juan Jose;  
20.00  
Juarez, Miguel;  
Juarez, Miguel;  
500.00  
Juarez, Andres;  
Juarez, Andres; 20.00  
Juarez, Elisandro;  
Modesto, Alberto;  
20.00  
Lavariega, Joel Lo-  
pez; Gutierrez,  
Hernandez, Mabilia;  
20.00  
Lazano, Sabrina;  
Rivas Roman, Fran-  
cisco Javier; 20.00  
Liatz, Jose; Liatz,  
Jose Guillermo; 20.00  
Lombard, Joseph  
Keith; Lombard, Jo-  
seph; 267.00  
Lopez, Mario; Lo-  
pez, Mario; 260.00  
Lopez, Mario; Lo-  
pez, Mario; 20.00  
Lopez, Moises; Lo-  
pez, Moises; 20.00  
Lopez, Osmar  
Carrillo; Lopez,  
Randolf G Ruiz; 20.00  
Lopez, Pepe; Lo-  
pez, Pepe R; 20.00  
Macario Sanche,  
Ezequiel Daniel; Per-  
ez, Felix Edmundo;  
20.00  
Manuel, Angelfina;  
Manuel, Angelfina  
Francisco; 20.00  
Marquez, Martin  
Ricardo; Gomez,  
Juan S; 20.00  
Martin, Jose; Mar-  
tin, Jose Francisco;  
20.00  
Martin, Ricardo;  
Gonzalez-Mendez,  
Rojelio; 100.00  
Martinez Rogelio  
Rivera; Aguilar-  
Rivera Miguel Algel;  
20.00  
Martinez Sergio  
Guzman; Martinez  
Sergio; 20.00  
Martinez, Jose;  
Rodriguez-Turicos,  
Hugo Reinel; 20.00  
Martinez, Macaria  
Martinez; Martinez,  
Edi Noel; 500.00  
Martinez, Misael;  
Martinez, Misael;  
500.00  
Martinez, Ricardo;  
Martinez, Ricardo;  
20.00  
Mateo Antonio,  
Jose; Mateo-Antonio,  
Jose Navas; 20.00  
Matias, Felix;  
Matias Felix Pedro;  
20.00  
Matias, Eduardo;  
Matias, Eduardo;  
20.00  
Mendoza, Mariana;  
Garcia, Andres San-  
chez; 174.00  
Mendoza, Melecio;  
Pascual, Roland  
Dejesus; 20.00  
Meregildo, Gaspar;  
Imul Lux, Juan Luis;  
20.00  
Meregildo, Miguel;  
Meregildo, Miguel;  
970.00  
Michel, Peter; Mi-  
chel, Peter; 250.00  
Millan, Kelly;  
DeMaio, James; 50.00  
Montejo, Agustin  
Diaz; Diaz-Montejo,  
Diego; 20.00  
Montenegro, Gersi;  
Montenegro, Gersi  
Cano; 250.00

Imul Jesus; Deleon  
Esteban Armando;  
20.00  
Inocencio, Fernan-  
do Isaac; Inocencio,  
Fernando; 20.00  
Islas, Rosalinda;  
Gonzalez-Puga, Jose  
Luis; 20.00  
Itzep, Fermin;  
Itzep, Fermin Cos;  
120.00  
Jackson, Jessica;  
Fleming, Lewis A.;  
250.00  
Jimenez Francisco;  
Ramirez Jendri  
Telon; 20.00  
Jimenez Oswaldo  
Pedro; Jimenez Mar-  
io Luis; 20.00  
Jose, Ruben; Jose,  
Ruben Jose; 20.00  
Juan Jose Sanjuan;  
Sanjuan, Juan Jose;  
20.00  
Juarez, Miguel;  
Juarez, Miguel;  
500.00  
Juarez, Andres;  
Juarez, Andres; 20.00  
Juarez, Elisandro;  
Modesto, Alberto;  
20.00  
Lavariega, Joel Lo-  
pez; Gutierrez,  
Hernandez, Mabilia;  
20.00  
Lazano, Sabrina;  
Rivas Roman, Fran-  
cisco Javier; 20.00  
Liatz, Jose; Liatz,  
Jose Guillermo; 20.00  
Lombard, Joseph  
Keith; Lombard, Jo-  
seph; 267.00  
Lopez, Mario; Lo-  
pez, Mario; 260.00  
Lopez, Mario; Lo-  
pez, Mario; 20.00  
Lopez, Moises; Lo-  
pez, Moises; 20.00  
Lopez, Osmar  
Carrillo; Lopez,  
Randolf G Ruiz; 20.00  
Lopez, Pepe; Lo-  
pez, Pepe R; 20.00  
Macario Sanche,  
Ezequiel Daniel; Per-  
ez, Felix Edmundo;  
20.00  
Manuel, Angelfina;  
Manuel, Angelfina  
Francisco; 20.00  
Marquez, Martin  
Ricardo; Gomez,  
Juan S; 20.00  
Martin, Jose; Mar-  
tin, Jose Francisco;  
20.00  
Martin, Ricardo;  
Gonzalez-Mendez,  
Rojelio; 100.00  
Martinez Rogelio  
Rivera; Aguilar-  
Rivera Miguel Algel;  
20.00  
Martinez Sergio  
Guzman; Martinez  
Sergio; 20.00  
Martinez, Jose;  
Rodriguez-Turicos,  
Hugo Reinel; 20.00  
Martinez, Macaria  
Martinez; Martinez,  
Edi Noel; 500.00  
Martinez, Misael;  
Martinez, Misael;  
500.00  
Martinez, Ricardo;  
Martinez, Ricardo;  
20.00  
Mateo Antonio,  
Jose; Mateo-Antonio,  
Jose Navas; 20.00  
Matias, Felix;  
Matias Felix Pedro;  
20.00  
Matias, Eduardo;  
Matias, Eduardo;  
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Mendoza, Mariana;  
Garcia, Andres San-  
chez; 174.00  
Mendoza, Melecio;  
Pascual, Roland  
Dejesus; 20.00  
Meregildo, Gaspar;  
Imul Lux, Juan Luis;  
20.00  
Meregildo, Miguel;  
Meregildo, Miguel;  
970.00  
Michel, Peter; Mi-  
chel, Peter; 250.00  
Millan, Kelly;  
DeMaio, James; 50.00  
Montejo, Agustin  
Diaz; Diaz-Montejo,  
Diego; 20.00  
Montenegro, Gersi;  
Montenegro, Gersi  
Cano; 250.00

Imul Jesus; Deleon  
Esteban Armando;  
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Inocencio, Fernan-  
do Isaac; Inocencio,  
Fernando; 20.00  
Islas, Rosalinda;  
Gonzalez-Puga, Jose  
Luis; 20.00  
Itzep, Fermin;  
Itzep, Fermin Cos;  
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Jackson, Jessica;  
Fleming, Lewis A.;  
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Jimenez Francisco;  
Ramirez Jendri  
Telon; 20.00  
Jimenez Oswaldo  
Pedro; Jimenez Mar-  
io Luis; 20.00  
Jose, Ruben; Jose,  
Ruben Jose; 20.00  
Juan Jose Sanjuan;  
Sanjuan, Juan Jose;  
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Juarez, Miguel;  
Juarez, Miguel;  
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Juarez, Andres;  
Juarez, Andres; 20.00  
Juarez, Elisandro;  
Modesto, Alberto;  
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Lavariega, Joel Lo-  
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Hernandez, Mabilia;  
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Manuel, Angelfina;  
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Francisco; 20.00  
Marquez, Martin  
Ricardo; Gomez,  
Juan S; 20.00  
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tin, Jose Francisco;  
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Martin, Ricardo;  
Gonzalez-Mendez,  
Rojelio; 100.00  
Martinez Rogelio  
Rivera; Aguilar-  
Rivera Miguel Algel;  
20.00  
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Guzman; Martinez  
Sergio; 20.00  
Martinez, Jose;  
Rodriguez-Turicos,  
Hugo Reinel; 20.00  
Martinez, Macaria  
Martinez; Martinez,  
Edi Noel; 500.00  
Martinez, Misael;  
Martinez, Misael;  
500.00  
Martinez, Ricardo;  
Martinez, Ricardo;  
20.00  
Mateo Antonio,  
Jose; Mateo-Antonio,  
Jose Navas; 20.00  
Matias, Felix;  
Matias Felix Pedro;  
20.00  
Matias, Eduardo;  
Matias, Eduardo;  
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Garcia, Andres San-  
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Millan, Kelly;  
DeMaio, James; 50.00  
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Diaz; Diaz-Montejo,  
Diego; 20.00  
Montenegro, Gersi;  
Montenegro, Gersi  
Cano; 250.00

Imul Jesus; Deleon  
Esteban Armando;  
20.00  
Inocencio, Fernan-  
do Isaac; Inocencio,  
Fernando; 20.00  
Islas, Rosalinda;  
Gonzalez-Puga, Jose  
Luis; 20.00  
Itzep, Fermin;  
Itzep, Fermin Cos;  
120.00  
Jackson, Jessica;  
Fleming, Lewis A.;  
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Jimenez Francisco;  
Ramirez Jendri  
Telon; 20.00  
Jimenez Oswaldo  
Pedro; Jimenez Mar-  
io Luis; 20.00  
Jose, Ruben; Jose,  
Ruben Jose; 20.00  
Juan Jose Sanjuan;  
Sanjuan, Juan Jose;  
20.00  
Juarez, Miguel;  
Juarez, Miguel;  
500.00  
Juarez, Andres;  
Juarez, Andres; 20.00  
Juarez, Elisandro;  
Modesto, Alberto;  
20.00  
Lavariega, Joel Lo-  
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Hernandez, Mabilia;  
20.00  
Lazano, Sabrina;  
Rivas Roman, Fran-  
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Jose Guillermo; 20.00  
Lombard, Joseph  
Keith; Lombard, Jo-  
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pez, Moises; 20.00  
Lopez, Osmar  
Carrillo; Lopez,  
Randolf G Ruiz; 20.00  
Lopez, Pepe; Lo-  
pez, Pepe R; 20.00  
Macario Sanche,  
Ezequiel Daniel; Per-  
ez, Felix Edmundo;  
20.00  
Manuel, Angelfina;  
Manuel, Angelfina  
Francisco; 20.00  
Marquez, Martin  
Ricardo; Gomez,  
Juan S; 20.00  
Martin, Jose; Mar-  
tin, Jose Francisco;  
20.00  
Martin, Ricardo;  
Gonzalez-Mendez,  
Rojelio; 100.00  
Martinez Rogelio  
Rivera; Aguilar-  
Rivera Miguel Algel;  
20.00  
Martinez Sergio  
Guzman; Martinez  
Sergio; 20.00  
Martinez, Jose;  
Rodriguez-Turicos,  
Hugo Reinel; 20.00  
Martinez, Macaria  
Martinez; Martinez,  
Edi Noel; 500.00  
Martinez, Misael;  
Martinez, Misael;  
500.00  
Martinez, Ricardo;  
Martinez, Ricardo;  
20.00  
Mateo Antonio,  
Jose; Mateo-Antonio,  
Jose Navas; 20.00  
Matias, Felix;  
Matias Felix Pedro;  
20.00  
Matias, Eduardo;  
Matias, Eduardo;  
20.00  
Mendoza, Mariana;  
Garcia, Andres San-  
chez; 174.00  
Mendoza, Melecio;  
Pascual, Roland  
Dejesus; 20.00  
Meregildo, Gaspar;  
Imul Lux, Juan Luis;  
20.00  
Meregildo, Miguel;  
Meregildo, Miguel;  
970.00  
Michel, Peter; Mi-  
chel, Peter; 250.00  
Millan, Kelly;  
DeMaio, James; 50.00  
Montejo, Agustin  
Diaz; Diaz-Montejo,  
Diego; 20.00  
Montenegro, Gersi;  
Montenegro, Gersi  
Cano; 250.00

Imul Jesus; Deleon  
Esteban Armando;  
20.00  
Inocencio, Fernan-  
do Isaac; Inocencio,  
Fernando; 20.00  
Islas, Rosalinda;  
Gonzalez-Puga, Jose  
Luis; 20.00  
Itzep, Fermin;  
Itzep, Fermin Cos;  
120.00  
Jackson, Jessica;  
Fleming, Lewis A.;  
250.00  
Jimenez Francisco;  
Ramirez Jendri  
Telon; 20.00  
Jimenez Oswaldo  
Pedro; Jimenez Mar-  
io Luis; 20.00  
Jose, Ruben; Jose,  
Ruben Jose; 20.00  
Juan Jose Sanjuan;  
Sanjuan, Juan Jose;  
20.00  
Juarez, Miguel;  
Juarez, Miguel;  
500.00  
Juarez, Andres;  
Juarez, Andres; 20.00  
Juarez, Elisandro;  
Modesto, Alberto;  
20.00  
Lavariega, Joel Lo-  
pez; Gutierrez,  
Hernandez, Mabilia;  
20.00  
Lazano, Sabrina;  
Rivas Roman, Fran-  
cisco Javier; 20.00  
Liatz, Jose; Liatz,  
Jose Guillermo; 20.00  
Lombard, Joseph  
Keith; Lombard, Jo-  
seph; 267.00  
Lopez, Mario; Lo-  
pez, Mario; 260.00  
Lopez, Mario; Lo-  
pez, Mario; 20.00  
Lopez, Moises; Lo-  
pez, Moises; 20.00  
Lopez, Osmar  
Carrillo; Lopez,  
Randolf G Ruiz; 20.00  
Lopez, Pepe; Lo-  
pez, Pepe R; 20.00  
Macario Sanche,  
Ezequiel Daniel; Per-  
ez, Felix Edmundo;  
20.00  
Manuel, Angelfina;  
Manuel, Angelfina  
Francisco; 20.00  
Marquez, Martin  
Ricardo; Gomez,  
Juan S; 20.00  
Martin, Jose; Mar-  
tin, Jose Francisco;  
20.00  
Martin, Ricardo;  
Gonzalez-Mendez,  
Rojelio; 100.00  
Martinez Rogelio  
Rivera; Aguilar-  
Rivera Miguel Algel;  
20.00  
Martinez Sergio  
Guzman; Martinez  
Sergio; 20.00  
Martinez, Jose;  
Rodriguez-Turicos,  
Hugo Reinel; 20.00  
Martinez, Macaria  
Martinez; Martinez,  
Edi Noel; 500.00  
Martinez, Misael;  
Martinez, Misael;  
500.00  
Martinez, Ricardo;  
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**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20110621**

**1. ACTION REQUESTED/PURPOSE:**

A. Authorize entering into a Service Provider Agreement, in accordance with Florida Statute 287.057 where legal services are exempt from competitive-solicitation, for Water Resources Consulting Services, for Lee County Visitor & Convention Bureau, to Rose Sundstrom & Bentley LLP, in the amount of \$200,000.00 for the 2011-12 fiscal year with a contract period of one (1) year with a one (1) year renewal option.

B. Further authorize Chair to execute the Service Provider Agreement upon receipt. (#20110621-VISITOR AND CONVENTION BUREAU)

**2. FUNDING SOURCE:**

Fund: Tourist Dev. Tax Trust; Program: VCB Capital Planning

**3. WHAT ACTION ACCOMPLISHES:**

Provides for a continuation of services with a proven consultant in the area of water resource management.

**4. MANAGEMENT RECOMMENDATION:** Approve

**5. Departmental Category:** A1A

**6. Meeting Date:** 8/16/2011

**7. Agenda:**

Administrative

**8. Requirement/Purpose: (specify)**

☐ Statute

☐ Ordinance

☒ Admin Code AC-4-4

☐ Other

**9. Request Initiated**

**Commissioner:**

**Department:** VISITOR AND CONVENTION BUREAU

**Division:** No Divisions

**By:** Tamara Pigott

**10. Background:**

In 2004 the Lee County Tourist Development Council decided to take an active role in water resource management as it relates to identifying and protecting the water resources upon which Lee County, its residents, and our economy rely upon. These water resources include our beaches, the Caloosahatchee River and its estuaries, along with and the proper management of Lake Okeechobee.

This decision was an acknowledgment of the critical relationship between a strong tourism based economy and the protection of our natural resources. With Lee County tourism contributing \$2.5 billion to the local economy in 2010, it is imperative that we make every effort to coordinate with the agencies managing Lake Okeechobee – the South Florida Water Management District (SFWMD) and the U.S. Army Corps of Engineers.

John Fumero, previously served as General Counsel for the SFWMD, as well as Director of the SFWMD's Office of Legislative and Governmental Affairs (OLGA). Mr. Fumero's insight to the organization has been of immense benefit in guiding us through the bureaucracy of the SFWMD, Army Corps and other natural resources agencies.

Since we began this effort, Mr. Fumero has been a strong advocate on Lee County's behalf. Attached is a list of the accomplishments and activities related to this water resources initiative in FY 2010-11 as well as the priorities and challenges for FY 2011-12.

**11. Required Review:**

<i>Tamara Pigott</i>	<i>Robert Franceschini</i>	<i>Andrea Fraser</i>	<i>Thelma Davis</i>	<i>David Harris</i>	<i>Karen Hawes</i>
VISITOR AND CONVENTION BUREAU	Purchasing	County Attorney	Budget Analyst	Budget Services	County Manager

**12. Commission Action:**

We feel it is in the best interest of Lee County to use the unique services provided by Rose Sundstrom & Bentley. The relationships developed during the last seven years have been a critical part of our success to this point. While much has been accomplished, the continuation of these efforts is critical. We do not want to lose any of the valuable ground we have gained, and ask that authorization be granted in order to proceed with this effort.

Paid expenses relative to past contracts have been as follows:

FY09-\$184,206

FY10-\$200,000

FY11 YTD (thru June invoice)-\$134,014

The current contract is set up as a monthly retainer of \$16,000 (\$192,000/year) plus up to \$8,000 in expenses for a total of up to \$200,000.



**MEMORANDUM**

**TO:** Cindy Logan  
**FROM:** Tamara Pigott  
**DATE:** July 27, 2011  
**RE:** Request for Bid Waiver – Rose Sundstrom & Bentley LLP

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The cost of this contract will not exceed \$200,000 annually.

Attachment: Water Resource Initiative Priorities & Challenges

**Lee County Tourist Development Council  
Water Resource Initiative  
Priorities & Accomplishments Report**

Almost seven years ago, the Lee County Tourist Development Council (TDC) took bold action by launching its Water Resource Initiative (WRI). At the time, Lee County's beaches, as well as the Caloosahatchee River and Estuary, were in dire condition. From algal blooms to red tide, the environmental condition of the County's precious natural resources was under attack. In turn, tourism and the quality of life in Lee County suffered greatly.

One of the overarching goals of the WRI has been to focus both governmental agency and public awareness of these conditions, and focus the attention and funding of various federal, state and regional agencies on improving and protecting the County's natural resources.

Set forth below is a brief summary of the priorities and challenges in the upcoming year, along with a look back the accomplishments of the WRI during FY 2010-11, and contract deliverables.

<b>FY 2011-12 Priorities &amp; Challenges</b>
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This coming year presents some of the most significant priorities and challenges of the WRI. The focus of our efforts will be on:

1. Quantifying and legally protecting critical environmental water supply for the Caloosahatchee Estuary through the South Florida Water Management District's (SFWMD) Water Reservation Rulemaking effort; and,
2. Implementation of the newly adopted Adaptive Protocols for Lake Okeechobee. The plan implementation effort will be undertaken by the SFWMD and will likely constitute a year-long effort.

Incidents like the algae blooms and red tide during 2006 and 2007 and the BP Oil Spill in 2010 have underscored the economically devastating impacts of natural resources at risk. The Caloosahatchee and coastal estuaries are critical to Lee County's environment and economy. Actions must be taken to protect the County economic backbone and jobs through natural system protection initiatives at the local, regional, state and federal level. Regulators, property owners, environmental/conservation organizations and local governments are all stakeholders whose day to day lives affect

and are affected by the quality of Southwest Florida's water resources. The County's WRI has been widely recognized as a leader and innovator in water resource management and protection for Southwest Florida and beyond.

Recently, Governor Rick Scott appointed six new SFWMD governing board members, as well as the re-assignment of an existing member. The new SFWMD governing board members must be briefed on Lee County Water Resource priorities. Melissa L. Meeker being appointed as the Executive Director also requires additional education and outreach. In addition, the Florida Department of Environmental Protection (DEP) agency appointed Herschel Vinyard as its new secretary. We will need to approach each of the new appointees to provide them with Lee County's perspective on regional water resource matters/issues of great importance to the County natural resources and its \$2.5 billion tourism based economy.

Additional priorities and challenges include the C-43 West Reservoir Project WRDA funding and Phase II Water Quality Components. This project was authorized and submitted to the President and Congress of the United States in April, 2011, by the United States Army Corps of Engineers. Moving forward with the BOMA Water Quality Treatment Area and associated pilot projects will be equally important. At the same time, both DEP and the U.S. Environmental Protection Agency have recently initiated numeric nutrient standard setting efforts, including total maximum daily loads (TMDLs), in several watersheds in Lee County as well as the Caloosahatchee River Watershed. Also, SFWMD has initiated its 2011 update to Caloosahatchee Watershed Protection Plan (CWPP). These agency efforts will have significant natural resource and fiscal implications for Lee County.

There remains a multitude of planning, regulatory, project and funding needs in the Caloosahatchee River Watershed. Federal and State agency priorities, resources and funding are facing unprecedented competition from other areas and stakeholders. It is, therefore, more important than ever before for Lee County's WRI to maintain its visibility and momentum to ensure continued consideration by Federal and State agencies. From implementation of the Comprehensive Everglades Restoration Plan and the CWPP to Water Quality rulemaking and standards, Lee County's WRI must fight for attention and resources from Federal and State agencies.

In addition to the above, the following shall constitute a summary of key FY 2011-12 Priorities and Challenges:

- Seek and secure increased state and federal funding for Everglades, Lake Okeechobee and Caloosahatchee Basin restoration projects. Competition for funding and agency priorities, are at unprecedented levels.
- Develop and seek prioritization of Phase II, the water quality treatment component for C-43 Project at the U.S. Army Corps of Engineers Headquarters (Washington, D.C. level). While we successfully lobbied both the SFWMD and Corps to begin development of a Phase II/water quality component for the C-43 Project, making this critical component a priority will be a daunting challenge. Gaining recognition of this water quality component remains a momentous accomplishment.
- Fund and seek implementation of key initiatives within the CWPP, developed by the SFWMD and mandated by the Northern Everglades and Estuary Protection Plan. Particular emphasis on the implementation of a Best Management Practices – based regulatory program in the Caloosahatchee Watershed is a landmark initiative. Remaining engaged with SFWMD during the 5-year update to the CWPP will be critical.
- Secure a Water Reservation for the Caloosahatchee Estuary from the SFWMD. By law, a Water Reservation will legally quantify and protect needed environmental water supplies for the Estuaries. It is its lifeblood. However, development of the water reservation rule is a multi-step process. A draft technical document will be prepared identifying assumptions, approach models and data used to quantify the volume of water needed for protection of fish and wildlife. This draft document, along with other research results, will be reviewed by a panel of scientific experts and their findings will be published in a technical report to guide development of the water reservation rule. Lee County WRI must continue to press the SFWMD to ensure that the proposed water reservation sets aside adequate water to meet the Caloosahatchee River's water supply needs.
- Work on update to SFWMD's Lower West Coast Regional Water Supply Plan to develop environmental water supply projects and components.
- Expansion of water quality monitoring program for the Caloosahatchee River and Estuary. Without much needed data, important programs and projects cannot move forward.

- Establishing Water Resource Protection priorities for the 2012 State Legislative Session. The House Select Committee on Water Policy will be introducing significant water resource related legislation.
- Pursue funding, design and construction of BOMA property water quality treatment area (WQTA). There are mammoth deficits of water quality treatment projects in the Caloosahatchee Watershed.
- Participate in development of DEP's Caloosahatchee Basin Management Plan and associated water quality initiatives.
- Work with SFWMD concerning violations of the Caloosahatchee River Minimum Flows and Levels (MFLs) and the consideration of the MFLs with regard to the development of the Caloosahatchee water reservation.
- Work to position Lee County as a water resource management innovator through new leadership team at the SFWMD, which includes establishing regional and state budget and legislative priorities for FY 2011-12.

#### **FY 2010-11 Activities & Accomplishments**

FY 2010-11 was dominated by implementation of the new U.S. Army Corps of Engineers Lake Regulation Schedule – LORS-2008, and the resultant need for the SFWMD to overhaul its Adaptive Protocols for Lake Okeechobee (AP). Over the last year, a tremendous effort was mounted to develop and institute major changes to the AP that are beneficial to the Caloosahatchee Estuary and provide greater assurances for Lake Okeechobee water supply releases during those times when the Estuary requires freshwater to maintain healthy ecological conditions. Without such freshwater releases, the Estuary sustains immediate and lasting harm. In the face of great opposition from permitted users in the Lake Okeechobee Service Area, we successfully developed and implemented landmark changes to the AP.

The County has developed a strong relationship with the U.S. Army Corps of Engineers and Colonel Alfred Pantano. Throughout the year, the County WRI prepared briefings and held meetings with Corps Senior Staff and Colonel Pantano on WRI priorities, as well as SFWMD staff as the Corps generally refers to their recommendation for water

allocation unless the releases are required for navigational purposes. Over the objection of the SFWMD, the ACOE sided with Lee County and released critical fresh water discharges from Lake Okeechobee. This agency dispute further emphasizes the importance of active engagement with both ACOE and the SFWMD.

As to DEP, the WRI has begun relationship-building with the new Secretary and DEP leadership team as well as working with Staff to develop TMDLs for the tidally influenced portions of the Caloosahatchee River. The WRI has also been engaged with development of the Caloosahatchee Basin Management Action Plan and will continue to do so in the coming year.

<b>Contract Deliverables</b>
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- On a quarterly basis, provide the Board of County Commissioners with a written Status Report on priorities and accomplishments and oral presentation.
- On a quarterly basis, provide the TDC with a written Status Report on priorities and accomplishments and oral presentation.
- On a monthly basis, provide County Staff and Contract Managers written accounting of all time spent on the WRI along with a description of the work.

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20110617**

**1. ACTION REQUESTED/PURPOSE:**

McGregor II Wastewater Assessment Penalty Waiver Request. Approve or deny customer request to waive 100% of the penalty charges in the amount of \$21,238.64. This action would bring the outstanding penalty balance current. The customer would continue to be responsible for principal and interest charges, and any future penalties that may result from delinquent payments.

**2. FUNDING SOURCE:**

No funds required.

**3. WHAT ACTION ACCOMPLISHES:**

Reduction of customer wastewater assessment penalty from \$21,238.64 to \$-0-.

**4. MANAGEMENT RECOMMENDATION:** Staff does NOT recommend approving this action. The property being assessed is zoned residential; 15290 Codie Street, Fort Myers. A 100% waiver of the penalty fees requires BoCC approval. Utilities has offered to reduce penalty fees by 50% , with payment in full for outstanding principal, interest, and 1/2 the penalty fees. The customer declined the offer.

**5. Departmental Category: A13A**

**6. Meeting Date:** 8/16/2011

**7. Agenda:**

Administrative

**8. Requirement/Purpose: (specify)**

☐ Statute

☐ Ordinance

☐ Admin Code

☒ Other Request

**9. Request Initiated**

**Commissioner:** All

**Department:** UTILITIES

**Division:** No Divisions

**By:** Pam Keyes

**10. Background:**

Lee County Resolution 7-07-15, dated July 24, 2001, states that any requests made by LCU customers for waiver of penalties in excess of 50% of the penalty levied will be brought before the BoCC with a staff recommendation for the Boards consideration.

The McGregor II Wastewater Assessment was initiated in 1990 and completed in October 31, 2010. Annual billings are mailed to the property owners requesting a minimum payment, which if paid would allow pay-off of the principal by October 31, 2010. Once payment in full is received, the lien on the property is to be released. No payments were received.

Tax Sale Certificate number 12519 was issued during 1993 and sold to the highest bidder, Daniel J. Flaherty. On March 19, 2010, Oliver Kipar, who resides in Belgium, purchased the property. The title company did not inform Mr. Kipar of the wastewater assessment lien when he purchased the property. The title company's insurance limit for undiscovered liens on this parcel is \$10,000.00.

Mr. Kipar retained the services of the Burkard Law firm to represent him. Scott Faden, of Burkard Law, is now requesting on behalf of his client that the penalty fee be waived 100%.

Currently, the lien on the property includes the following: \$3,526 for the original principal, \$4,023.40 for interest, and \$21,238.64 for penalties. The total balance due is \$28,788.04. With a penalty waiver of 50%, per Resolution 7-07-15, the penalty amount would be reduced to \$10,619.32, for a total balance due of \$18,168.72.

Attachments: Assessment Data (4 pages)

ORIGINAL (OUTSIDE SIGNATURE) DOCUMENTS TO FOLLOW: -0-

**11. Required Review:**

<i>Pam Keyes</i>	<i>Reginald Kantor</i>	<i>David Harris</i>	<i>Scott Coover</i>	<i>Doug Meurer</i>	
UTILITIES	Budget Analyst	Budget Services	County Attorney	Public Works Director	

**12. Commission Action:**



## LEE COUNTY UTILITIES DIVISION

7/27/2011

KIPAR OLIVER  
BUERGERSCHAFT 37  
4782 ST VITH-SCHOENBERG, BELGIUM

## INVOICE

CUSTOMER# 05000519

MCGREGOR II SEWER ASSESSMENT

STRAP# 32-45-24-00-00010.0050

	PRINCIPAL	INTEREST	PENALTY/LATE FEE
CHARGES PRIOR YEAR(S)	3,526.00	4,023.40	21,238.64
TOTAL BALANCE DUE:		28,788.04	

Lee County  
Utilities Division  
P.O. Box 1641  
Fort Myers, Florida 33902  
239-533-8725

MCGREGOR II SEWER ASSESSMENT

STRAP# 32-45-24-00-00010.0050

CUSTOMER NUMBER 05000519

TOTAL BALANCE DUE:

28,788.04

AMOUNT ENCLOSED





3-Mar-11

LEE COUNTY UTILITIES

KIPAR OLIVER  
BUERGERSCHAFT 37  
4782 ST VITH-SCHOENBERG, BELGIUM

05000519  
32-45-24-00-00010.0050

Dear Property Owner:

On October 1, 2010, our office mailed to you a invoice for your remaining balance on the McGregor II, Sewer Assessment.

This assessment program has ended and all balances became due either on or before October 31, 2010.

As of today, our records show that no payment for the remaining balance owed has been received.

Your balance to pay off this assessment is in the amount of \$28,788.04

In order for Lee County Utilities, to release all liens and close out this assessment program, all payments must be received and paid in full.

We ask that you kindly remit on or before March 31, 2011. Once payment is received, your lien will be released and a copy of the recorded document will be sent to you for your records.

Please send your remittance to:

Lee County Utilities  
P.O. Box 1641  
Fort Myers, FL 33902

If you have any questions or need further assistance, please feel free to contact me personally.

Please be advised that non payment of your lien can or may result in foreclosure and the loss of your property.

Thank you

Judy Raye  
Fiscal Officer  
239-533-8725

10/1/2010

KIPAR OLIVER  
 BUERGERSCHAFT 37  
 4782 ST VITH-SCHOENBERG, BELGIUM

## LEE COUNTY UTILITIES DIVISION

## 2010 INVOICE

CUSTOMER# 5000519

## MCGREGOR II SEWER ASSESSMENT

STRAP# 32-45-24-00-00010.0050

	PRINCIPAL	INTEREST	PENALTY/LATE FEE
2010 BILLING	176.30	229.19	3,091.54
CHARGES PRIOR YEAR(S)	3,349.70	3,758.95	17,282.71
AMOUNT TO PAY IN FULL BY 10-31-10		27,888.39	

Lee County  
 Utilities Division  
 P.O. Box 1641  
 Fort Myers, Florida 33902  
 239-533-8725

## MCGREGOR II SEWER ASSESSMENT

STRAP# 32-45-24-00-00010.0050	CUSTOMER NUMBER	5000519
AMOUNT TO PAY IN FULL BY 10-31-10		27,888.39

AMOUNT ENCLOSED

# Lee County Property Appraiser - Online Parcel Inquiry



**Lee County Property Appraiser**

Tax Year **2010**

[Next Lower Parcel Number](#) [Next Higher Parcel Number](#) [Tax Estimator](#) [Tax Bills](#) [Print](#)

**Property Data for Parcel 32-45-24-00-00010.0050**

**Owner Of Record**

KIPAR OLIVER  
BUERGERSCHAFT 37  
4782 ST VITH-SCHOENBERG BELGIUM

**Site Address**

15290 CODIE ST  
FORT MYERS FL 33908

## Legal Description

THE S 100 FT OF N 250 FT  
OF W 108 FT OF E 399 FT  
OF NE 1/4 OF SE 1/4 OF NW 1/4

Classification / DOR Code

VACANT RESIDENTIAL / 00

**Property Values (2010 Tax Roll)**

Just	3,200
Assessed	3,200
Portability Applied	0
Assessed SOH	3,200
Taxable	3,200
Building	0
Building Features	Ind. In bldg value
Land	3,200
Land Features	Ind. In land value
SOH Difference	0

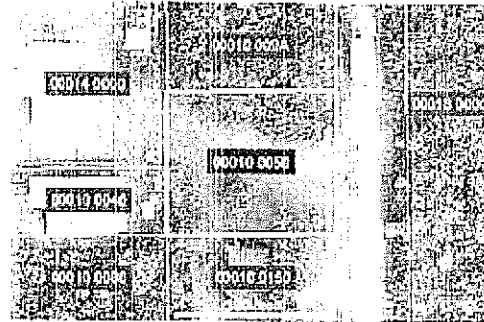
## Exemptions

Homestead  
Additional Homestead  
Widow  
Widower  
Disability  
Wholly  
Senior  
Agriculture

### Attributes

0	Land Units of Measure	UT
0	Total Number of Land Units	2.00
0	Frontage	100
0	Depth	108
0	Total Number of Buildings	0
0	Total Bedrooms	0
0	Total Bathrooms	0
0	Total Buildings Sq Ft	0
	1st Year Building on Tax Roll	0
	Historic District	No

[ Tax Map Viewer ]



[ Pictometry Aerial Viewer ]

### Testing Procedures

## Sales : Transactions

Sale Price	Date	OR Number	Type	Description	Validated/Improved
10,000.00	02/19/2016	2016-0017	01	<b>Sales qualified and included for sales ratio analysis</b> Said qualified as a result of examination of the deed	Y
1,000.00	09/26/2009	2009-0175	06	<b>Sales qualified and included for sales ratio analysis</b> Qualified for Market Value Appeal Lengthy One STRAP #1	Y
1,900.00	11/30/2000	2000-011	01	<b>Sales disqualified as a result of examination of the deed</b> Disqualified (Doc Stamp #1 - SF 60015110) - Other - 0-54	Y
100.00	01/01/1980	1980-350	01	<b>Sales disqualified as a result of examination of the deed</b> Disqualified (Doc Stamp #2 - SF 60015101) - Other - 0-54	Y

## Society 18.44% (333) 19.0% 19.0% 19.0%

### Clientele Information

### Appraisal Details

TRIM (proposed tax) Notices are available for the following tax years