



Board of County Commissioners Meeting Agenda

District #1
John Manning

District #2
Cecil L. Pendergrass

District #3
Larry Kiker

District #4
Brian Hamman
Chair

District #5
Frank Mann
Vice Chair

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

August 18, 2015

If you plan to address the Board, please complete a "Public 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. Or you can submit your comment electronically by clicking on the agenda item below. Then click the "Make a Comment" button that appears in the right column. All back up for this agenda is available on the Internet at <http://www.lee-county.com>. **PLEASE NOTE:** During this meeting the Board may convene and take action in its capacity as the Lee County Port Authority or the Lee County Government Leasing Corporation.

**COMMISSION CHAMBERS, 2120 MAIN STREET, FORT MYERS, FLORIDA
9:30 AM**

Invocation: Russell Howard, McGregor Baptist Church

Pledge of Allegiance

Ceremonial Presentations

Recap

Agenda Items

- Items to be pulled for discussion by the Board
 - **Public comment on balance of items**
- Motion to approve balance of items
- Consideration of items pulled for discussion
 - **Public comment taken on each pulled item as it is considered**

Public Hearings

Walk-ons and Carry-overs

Commissioners' Items/Committee Appointments

County Manager Items

County Attorney Items

Public Presentation of Matters by Citizens

Work Session Update

- Public Comment on Work Session

Adjourn

CEREMONIAL PRESENTATIONS

1. **Presentation of the 2nd Quarter Employee Length of Service Awards**
(#20150434-HUMAN RESOURCES)

AGENDA ITEMS

ANIMAL SERVICES

1. **Accept donation from the Estate of Donald J. Biggs for Lee County Domestic Animal Services**
(\$2,000; Lee County Animal Trust Fund, Not Included in Budget.):
Allows acceptance of funds from the Estate of Donald J. Biggs left to LCDAS in the amount of \$2,000 and allows the Chair to sign the MetLife Life Insurance Claim Form. (#20150422-ANIMAL SERVICES)

COMMUNITY DEVELOPMENT

2. **Reduce mowing and unsafe building liens of \$8, 913.72 to \$0 as requested by Habitat for Humanity**
(No funding required.):
This will remove code enforcement assessment liens on two properties to allow the properties to be donated to Habitat for Humanity (see request dated July 8, 2015). The lien removal does not affect the budget. (#20150448-COMMUNITY DEVELOPMENT)

CONSTITUTIONAL OFFICERS

3. **File and record proof of publication of unclaimed cash bond refunds in the Minutes of the BOCC**
(No funding required.):
Pursuant to Chapter 116.21, Florida Statutes, notifies criminal and civil cash bond depositors of unclaimed funds held by the Clerk of Courts (#20150439-CLERK OF COURTS)
4. **Approve and record County disbursements per Florida law**
(No funding required.):
Florida Statute Chapter 136.06(1) requires that all County disbursements be recorded in the Minutes of the Board. This is for the check and wire registers viewable on the Clerk's website.
(#20150440-CLERK OF COURTS)
5. **Approve extension of the 2015 Tax Roll**
(No funding required.):
Allows the Tax Collector to mail 2015 tax notices on or before November 1, 2015; to collect and distribute tax revenue to taxing authorities before completion of the Value Adjustment Board hearings.
(#20150453-TAX COLLECTOR)
6. **Amend Resolution No. 14-08-14 relating to the County's Child Support Depository Funds**
(Federal CSE Reimbursement.):
The purpose of this amendment is to clarify the language in the resolution and remove reference to "incentive funds". (#20150455-CLERK OF COURTS)

COUNTY LANDS

7. **Approve purchase of Parcels 214, 214-PE, 214-TCE for the Homestead Road Widening Project 5063**
(Purchase Price: \$10,000; Closing Costs, including recording fees and title expenses, are estimated to be \$1,250; Road Impact Fees; Included in FY 2014/2015 CIP Budget; Transportation.):
Approve purchase in the amount of \$10,000, for Parcels 214 (400 sq. ft. fee-simple), 214-PE (300 sq. ft. easement), 214-TCE (938 sq. ft. easement), from an improved commercial property, for Homestead Road Project 5063. Construction of this 2.26 mile widening project, from south of Sunrise Blvd to north of Alabama Rd, is planned for fiscal year 2015/16. (#20150442-COUNTY LANDS)
8. **Commence negotiations for Parcel 397-2, Conservation 20/20 Program**
(No funding required.):
Implements the recommendation of the Conservation Land Acquisition and Stewardship Advisory Committee (CLASAC) for Staff to pursue the acquisition of Parcel 397-2, containing approximately 0.3 acre of environmentally sensitive land located on Cayo Costa Island - STRAP Numbers: 07-44-21-01-00005.0090 and .010A. Seller's asking price is \$29,000 for two residential lots (\$96,667 /acre), which staff considers to be high. Seller indicates willingness to negotiate. (#20150443-COUNTY LANDS)
9. **Reconvey easement located in Section 4, Township 48 South, Range 25 East, in Bonita Springs**
(No funding required.):
Approve reconveyance of an easement not being utilized for the intended purpose back to the fee simple owner of the property, 3725 Bonita, LLC, a Florida Limited Liability Company, in Section 4, Township 48 South, Range 25 East, in the City of Bonita Springs. (#20150444-COUNTY LANDS)
10. **Accept Deed of Conservation Easement & approve Subordination Agreement for FP&L Easement**
(Closing Costs, including recording fees, are estimated to be \$100.):
Accepts a Deed of Conservation Easement, never formally accepted by Lee County, and approves a Subordination Agreement to allow for an FP&L Easement for underground improvements within a portion of the conservation area to facilitate the Pinewoods Wellfield Electrical Upgrade Project No. 7607. Construction of this project is underway. (#20150446-COUNTY LANDS)
11. **Approve Resolution of Necessity (128-PE/128-TCE) for the Homestead Road Widening Project 5063**
(No funding required.):
Authorize staff to pursue acquisition of Parcels 128-PE and 128-TCE, for the Homestead Road Widening Project 5063, through condemnation proceedings, if the parcels are not voluntarily acquired. Widening of this 2.26-mile segment, from south of Sunrise Boulevard to north of Alabama Road, is planned for construction in FY 2015/16. (#20150447-COUNTY LANDS)

COUNTY MANAGER

12. **Present Quarterly Reporting of Expenditures for County-Sponsored Functions**
(\$46,393.39.):
This is the quarterly reporting of expenditures for county-sponsored functions. For the 3rd quarter FY14-15 the amount was \$46,393.39. Much of this is grant sponsored or privately funded. This reporting is required by Lee County Ordinance #90-18. (#20150430-COUNTY MANAGER)
13. **Approve proceeds from reserves for CenturyLink Sports Complex stadium improvements**
(Move \$833,500 from GC5890131505.509930 Tourist Development Tax Revenue Bond 94/04 Reserves Contingency to 20214731505.506540 Twins Spring Training Facility Improvements):
Allows the transfer of Tourist Development Tax Revenue bond escrow reserve funds to the capital improvement construction fund. This will allow additional capital maintenance improvements to be completed at the stadium under the current capital improvement project, including concourse work and decking, shade canopy, power, and parking lot striping and sealing. (#20150414-COUNTY MANAGER)

14. **Approve the SWFL Workforce Development Board's proposed FY15-16 budget**
(No funding required.):
Formalizes the Lee County Board of County Commissioners' acceptance of the proposed 2015-2016 Southwest Florida Workforce Development Board, Inc. (SWFWDB) budget. Thereafter, and with the approval of the other Consortium counties, the SWFWDB can submit its 2015-2016 budget to Workforce Florida, Inc. as required by state law. (#20150463-ECONOMIC DEVELOPMENT)

FACILITIES CONSTRUCTION AND MANAGEMENT

15. **Approve Waiver # W-150405 for the Pinewood Trails Park**
(\$377,888; Community Park Impact Fees; \$336,690 budgeted; an additional \$41,198 will be transferred from reserves to cover the remaining costs.):
Authorizes Lee County to act as its own Construction Manager, as opposed to engaging a contractor through the competitive solicitation process, with respect to the construction of Pinewood Trails Park. Construction of the park will include an ADA accessible trail, two shade structures, tables and benches and a parking lot that is ADA accessible. This park will provide the community with a location to exercise, view sunsets and learn about native plants and animals. Sections of the trails will be ADA accessible. The estimated total cost to design and construct Pinewood Trails Park is \$377,888. This project was planned and all but \$41,198 is included in the current budget.
(#20150379-FACILITIES CONSTRUCTION AND MANAGEMENT)
16. **Approve Award of Bid for Janitorial Services for the Public Safety Building**
(\$198,000; General Fund; Included in Budget.):
Approves the award of Formal Bid No. B-150273 Annual contract for Janitorial Services for the Public Safety Building. This item provides Janitorial Services for the Public Safety Building for a term of one year with four additional one-year renewal periods. The estimated annual expenditures for these services are \$198,000.00. (#20150450-FACILITIES CONSTRUCTION AND MANAGEMENT)

HUMAN SERVICES

17. **Approve submission of the 2015 Challenge Grant application to fund programs for the homeless**
(Up to \$200,000; State of Florida Grant; Not Included in Budget.):
Allows Lee County to apply on behalf of the Lee County Continuum of Care for state funding for local homeless projects, which will be administered by the Department of Human Services and local non-profit agencies. (#20150427-HUMAN SERVICES)
18. **Accept funding from Fort Myers Police Department to continue the Truancy Assistance Program**
(\$31,480; State Grant through General Fund; Not Included in Budget.):
Accepts revenue from the City of Fort Myers Police Department in the amount of \$31,480 to continue the Truancy Assistance Program which serves approximately 25 youth from July 1, 2015 to June 30, 2016.
(#20150435-HUMAN SERVICES)
19. **Accept Housing Opportunities for People with AIDS Program (HOPWA) Grant**
(\$100,000; General Fund-Grant funds; Not Included in Budget.):
Provides Housing Opportunities for People with HIV/AIDS grant funds to financially assist people with HIV/AIDS to prevent homelessness, to re-house homeless households or assist with utility costs between July 1, 2015 and June 30, 2016. (#20150438-HUMAN SERVICES)

INFORMATION TECHNOLOGY GROUP

20. Approve Information Technology & Telecommunications Outsourcing Services

(\$92,000; General Fund; Included in Budget.):

Approve Change Order 2 in the amount of \$42,000 for MyCity CockPit SaaS Services and Change Order 3 in the amount of \$50,000 for MyCity CockPit Department Expansion.

(#20150406-INFORMATION TECHNOLOGY GROUP)

LIBRARY

21. Approve the Library 2015-2018 Strategic Plan

(No funding required.):

Approval of the Library 2015 – 2018 Strategic Plan will allow the Library to submit the Plan to the State of Library Division. To be eligible for the State Aid to Libraries Grant, which is likely to be in excess of \$700,000 this year, the applicant shall have on file with the State Library Division a copy of their strategic plan as approved by the Library's governing body on or before October 1, 2015. (#20150419-LIBRARY)

22. Recognize the receipt of Library donations

(\$950.95; Library; Not Included in Budget.):

Recognizes the receipt of and authorizes a budget adjustment in the amount of \$350.95 for a donation from the Friends of Captiva Library for the purchase of 6 Kik Step Stools and \$600 from the Friends of Dunbar Jupiter for the Summer Reading Program. (#20150432-LIBRARY)

NATURAL RESOURCES

23. Approve funds for the removal of abandoned/derelict vessel throughout Lee County waterways

(\$75,000; Capital Improvement - Florida Boater Improvement Program; Not Included in Budget; Tourism.):

Provides funding for the removal of derelict / abandoned vessels throughout Lee County for the remainder of this fiscal year. Currently, there are not enough funds budgeted to remove all the vessels in need.

This new (additional) funding will allow Lee County to stay current or ahead of the need for their removal.

(#20150421-NATURAL RESOURCES)

PARKS AND RECREATION

24. Approve restoration of native/historic hydrology for Pine Lake Preserve

(\$156,800; Capital Improvement-Environmentally Sensitive Land Management; Included in Budget; Conservation 20/20.):

This item is for the approval of STA No.6 in the amount of \$156,800.00 for restoration of native/historic hydrology, the reconnection of flows between the remnant/historic flow of the Imperial River and the Kehl Canal and the creation of regionally significant wading bird habitat in southern Lee County for Pine Lake Preserve by EcoPlanz. The added dollars total \$156,800.00, bringing the overall total to EcoPlanz contract amount to \$254,600.00. This project is being conducted on Pine Lake Preserve, a Conservation 20/20 preserve. This project will be eligible for TMDL credits. The County will fully pay for the design and permitting to ensure that the project meets the needs of the preserve's restoration needs and is in accordance with the BoCC approved Land Management Plan. A separate agreement (forthcoming) will allow the County and City of Bonita Springs to partner on the project, allowing both entities to gain TMDL credits. Each jurisdiction will get the proportionate share of the costs for the project.

(#20150423-PARKS AND RECREATION)

25. **Approve Galt Preserve ditch cleanout license agreement**
(No funding required; Board Strategic Priority; Conservation 20/20.):
This License Agreement allows King Ranch, Inc. access to Galt Preserve to clean a remnant agricultural ditch. The adjoining agricultural operation (King Ranch, Inc.) has authorization from the South Florida Water Management District (Permit exemption 36-05803-P) to discharge agricultural runoff through the ditch that crosses a portion of Galt Preserve. The adjacent agricultural property is using best management practices as part of their agricultural operation and will pre-treat water on their land before it flows into the ditch on Galt Preserve. This agreement allows King Ranch, Inc. or their contractors to clean the ditch periodically in accordance with the above referenced permit exemption and with notice and consent of the county. (#20150425-PARKS AND RECREATION)

PROCUREMENT MANAGEMENT

26. **Approve the annual purchase of Fungicides, Herbicides, Pesticides, etc. for Countywide use**
(200,000; Funding available from purchasing departments.):
Approves the annual award of B-150352 Annual Purchase of Fungicides, Herbicides, Pesticides, Etc. for Countywide use to the bidders meeting specifications Red River Specialties, Inc., Helena Chemical Co. Rainbow Treecare Scientific Advancements, for an annual expenditure of \$200,000. This will allow County Departments to purchase fungicides, herbicides, pesticides, etc. in a cost effective manner directly from the vendor rather than paying an extra charge to another party.
(#20150424-PROCUREMENT MANAGEMENT)

PUBLIC SAFETY

27. **Renew property use agreement between Lee County and First Baptist Church of St. James City**
(No funding required.):
Renewal of this agreement, voluntarily and without further compensation, grants Lee County permission for the temporary use of First Baptist Church of St. James City property, located at 3417 8th Avenue, St. James City, for emergency relief and recovery efforts for a period of five (5) years.
(#20150404-PUBLIC SAFETY)
28. **Approve Second Amendment to the Lee County Alico Tower Antenna Site Lease Agreement**
(No funding required.):
This second amendment of the original agreement provides the Licensee with the opportunity to move forward with equipment upgrades and provides the County with an additional \$200 per month in License Fees. (#20150374-PUBLIC SAFETY)

SOLID WASTE

29. **Amend Interlocal Agreement with Charlotte County for Solid Waste Disposal on Gasparilla Island**
(No funding required.):
Provides uninterrupted solid waste collection and disposal service to Lee County residents on Gasparilla Island. (#20150441-SOLID WASTE)
30. **Extend the Agreement that provides for solid waste & recycling collection on Gasparilla Island**
(Enterprise Fund; Included in Solid Waste System Ops – Disposal Facilities Budget; Managing Growth.):
Provides a term extension of five years, through September 30, 2020, to the service agreement between Lee County and Waste Management, Inc. for solid waste and recycling collection services to the residents and businesses on the Lee County portion of Gasparilla Island. Conditions of this agreement provide that collection services and the fees for such services are the same as those established for residents and businesses in Charlotte County. (#20150445-SOLID WASTE)

TRANSIT

31. **Approve the purchase of ten (10) Paratransit vehicles for Lee Tran**
(\$999,350; Federal Grant from the Federal Transit Administration (FTA); Not included in budget-100% FTA Grant funded, on a reimbursement basis; BOCC Strategic Priority 4.):
Allows Lee Tran to replace ten (10) Paratransit vehicles that have exceeded their useful life.
(#20150426-TRANSIT)

TRANSPORTATION

32. **Approve Amendment 1 to the Construction Manager at Risk Phase II - Estero Blvd Improvements**
(DOT: (\$6,907,046.32); Gas Taxes; Included in Budget, Strategic Planning Initiative; Transportation Utilities: (\$3,217,044.93); Enterprise Fund; Included Budget.):
Provides Lee County DOT and Lee County Utilities with a CMAR for Phase II, Segment 1 improvements to Estero Blvd, from Crescent Street to Lovers Lane for a Guaranteed Maximum Price (GMP) of \$10,124,091.25. (#20150451-TRANSPORTATION)

UTILITIES

33. **Approve the lease of a 2015 Vac-Con Truck for Lee County Utilities for five years**
(\$86,069.90 annually; Enterprise Fund; Included in the LCU operating budget.):
Approves the 5 year lease agreement of a Vac-Con Vacuum Truck from Southern Sewer Equipment Sales through Leasing 2, Inc. for use by Lee County Utilities. (#20150437-UTILITIES)

9:30 AM PUBLIC HEARINGS

1. **Adopt and certify the Resolution allowing collection of MSBU non-ad valorem special assessments**
(Owners are to pay assessment through established Municipal Service Benefit Units on the 2015 tax roll.):
Annual request for adopting and certifying the Resolution to Certify will allow staff to proceed with the collection of Non Ad Valorem Special Assessments using the Uniform Method of Collection for the following Municipal Service Benefit Units: Anchorage Intracoastal Canal Dredging, Cherry Blueberry Improvements, Cherry Estates Operation and Maintenance, Country Estates Street Lighting, Country Lakes Street Lighting, Dewberry Lane Special Improvements, Gasparilla Island Special Improvements, Golden Lake Heights Street Lighting, Old Pelican Bay Channel/Canal Dredging, Pine Lake Street Lighting, River Forest Street Lighting, Sheltering Pines Mobile Home Village Special Improvements, University Overlay Operation and Maintenance, Airport Woods Sewer, Bal Isle Sewer, Briarcrest Sewer, Charlee Road, Cottage Point Water, Country Triple Crown Water, Diplomat Parkway, Emily Lane Water Sewer, Harbor Drive Road Paving, Iona Shores Waterline, McGregor Isles Canal/Channel Dredging, McGregor Village Sewer, Pine Island Shore Dredging, Pinecrest Riverview Road, Port Carlos Cove Channel Dredge, Rainbow Farms Waterline, San Carlos Island Drainage, South Pebble Broken Arrow Road, Western Acres Road Paving, Whiskey Creek Canal, Old Pelican Bay Dredge, and Cherry Estates Parkway Road Improvement. (#20150429-FACILITIES CONSTRUCTION AND MANAGEMENT)

WALK-ON AGENDA

- 1. Schedule attorney/client session to discuss settlement negotiations related to Archer Western Contractors, LLC, v. Lee County, E.C. Driver & Associates, Inc., URS Corp., and James M. Phillips, III, P.E.**
(No funding required.):
Provides for an attorney/client session to discuss settlement negotiations or strategy sessions related to litigation expenditures in the case of Archer Western Contractors LLC v. Lee County, E.C. Driver & Associates. The opening of the public meeting will convene in the County Commission Chambers, and will adjourn to a closed session in the Lee Room. Upon conclusion of the closed session, the public meeting will reconvene in the County Commission Chambers. (#20150477-COUNTY ATTORNEY)
- 2. Approve Lease Agreement for the temporary Lee Tran Fort Myers Beach Park and Ride site**
(\$5,250 Annually; Transit Operating Fund for Land, Building and Parking Leases):
Entering into this lease will provide Lee Tran with a temporary Fort Myers Beach Park & Ride site until the expected completion time of its permanent Park and Ride facility at 11101 Summerlin Square Drive. (#20150436-COUNTY LANDS)

CARRY-OVER AGENDA

- 1. Commence negotiations for Parcel 536, Conservation 20/20 Program**
(No funding required.):
Implements the recommendation of the Conservation Land Acquisition and Stewardship Advisory Committee (CLASAC) for Staff to pursue the acquisition of Parcel 536, containing approximately 579 acres of environmentally sensitive land located between Corkscrew Road and Corkscrew Swamp Sanctuary two miles west of the county line - STRAP Numbers: 27-46-27- 00-00001.0010; -00002.0000; -00002.0010; -00100.0010; and 34-46-27-00-00001.0000. Seller's asking price is \$5,790,000 (\$10,000 per acre) which staff considers to be high. Seller indicates willingness to negotiate. (#20150303-COUNTY LANDS)
- 2. Approve 2014/2015 Historic Preservation Grant Assistance Program award agreements**
(\$100,000; Unincorporated Area MSTU; Included in Budget.):
Approves Historic Preservation Grant Assistance Program award agreements totaling \$100,000 for eight rehabilitation projects at historic properties in Lee County. (#20150378-COMMUNITY DEVELOPMENT)

Blue Sheet No. 20150434	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Presentation 1
TITLE: Presentation of 2nd Quarter Employee Length of Service Awards		
ACTION REQUESTED:		
FUNDING:		
WHAT ACTION ACCOMPLISHES:		
MANAGEMENT RECOMMENDATION:		
Requirement/Purpose: (specify)		Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other		Commissioner: All Department: HUMAN RESOURCES Division: No Divisions By: Stephanie Figueroa
Background:		

Required Review:					
Stephanie Figueroa					
HUMAN RESOURCES					

LENGTH OF SERVICE REPORT

First Name	Last Name	Department	Yrs of Service
Maria	Sanchez	County Attorney	15
Christine	Berry	County Commissioners	15
Teresa	Mann	County Lands	25
Cheryl	Simpson	D C D Administration And Support	25
Robert	Stewart	D C D Development Svcs	5
Benjamin	Dickson	D C D Development Svcs	10
Edward	Sawtell	D C D Development Svcs	10
Patricia	Lyles	D C D Development Svcs	10
Karen	Myers	D C D Development Svcs	10
David	Paschall	D C D Development Svcs	15
Anne	Burn	D C D Development Svcs	15
Paul	Cousineau	D C D Development Svcs	15
Jonbil	Moore	D C D Development Svcs	15
Elizabeth	Workman	D C D Environmental Sciences	10
Eileen	Webster	D O T Engineering	10
Stephen	Jansen	D O T Engineering	25
Michael	Dixon	D O T Operations	15
Santiago	Guerrero	D O T Operations	15
Richard	Pakosky	D O T Operations	20
David	Mason	D O T Operations	25
Nancy	Vaughan	D O T Tolls	10
Jean	Louis	D O T Tolls	10
Susan	Frazer	D O T Tolls	20
China	Abrams	D O T Traffic	10
Randy	Hart	D O T Traffic	15
Clifford	Scroggins	D O T Traffic	20
Keith	Smith	Fleet Management	5
David	Wynne	G I S Operations	10
Marion	Osborne	Human Resources	5
Carolyn	Dennis	Human Services	15
Denise	Bell	Human Services	20

Carole	Daugherty	Library	10
Elizabeth	Melgar	Library	10
Ann	Wagner	Library	10
Frank	Hintz	Library	10
Adecia	Adams	Library	10
Kevin	Delaney	Library	10
Joanne	Parker Childs	Library	10
Tonya	Player	Library	10
Jennet	Buri	Library	20
Bryan	Mulcahy	Library	25
Sherry	Hill	Library	25
Tina	Girard	Natural Resources	10
Aric	Coffee	Parks And Recreation	5
Christopher	Conrad	Parks And Recreation	5
Justin	Lighthall	Parks And Recreation	5
Patrick	Roemer	Parks And Recreation	10
Glenn	Pollack	Parks And Recreation	10
Troy	Trudo	Parks And Recreation	20
Kathleen	Loomis	Parks And Recreation	25
Terry	Lawhon	Parks And Recreation	30
Georgia	Sekulski	Public Resources	15
Casey	Allo	Public Safety	5
Scott	Standley	Public Safety	15
Diane	Dowdle	Public Safety	15
William	Floyd	Public Safety	15
Scott	Tuttle	Public Safety	30
Betty	Brunick	Public Safety	35
William	Kilby	Solid Waste	5
Shannon	Ackerson	Solid Waste	5
Jennifer	Bockhorn	Solid Waste	10
Michael	Uhlich	Solid Waste	10
Lorna	Antoine	Solid Waste	15
Jennifer	Tyler	Transit	10
Edna	Ordanza Desantis	Transit	10
Martha	Nagata	Transit	10
Mark	Cladopulos	Transit	10
Melanie	Harvey	Transit	10
Peter	Gajdjis	Transit	10
Escolastico	Colon	Transit	20
Scott	Bonetz	Utilities	5

Shawn	Taylor	Utilities	5
Ronald	Dewitt	Utilities	5
Robert	Lanier	Utilities	10
Kevin	Rockafellow	Utilities	10
Rick	Norris	Utilities	10
Michael	Sherman	Utilities	10
Lisa	Donnelly	Utilities	10
Patricia	Brooks	Utilities	15
Francis	Hancock	Utilities	25
Frances	Belasco	Visitor And Convention Bureau	5
Pamela	Johnson	Visitor And Convention Bureau	20

Blue Sheet No. 20150422	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 1
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TITLE:
Accept donation from the Estate of Donald J. Biggs for Lee County Domestic Animal Services.

ACTION REQUESTED:
A) Accept donation in the amount of \$2,000 from the Estate of Donald J. Biggs for the Lee County Domestic Animal Services;

B) Approve a budget amendment resolution to increase the LCDAS FY2014 – 2015 Animal Care Trust Fund budget by \$2,000 for the additional funds.

FUNDING:
\$2,000; Lee County Animal Trust Fund, not included in budget; Program: Animal Trust; Project: Donations.

Will increase the FY 2014 - 2015 Animal Care Trust Fund budget by \$2,000.

Animal Care Trust Fund donations KL520119000.366900.9053.

WHAT ACTION ACCOMPLISHES:
Allows acceptance of funds from the Estate of Donald J. Biggs left to LCDAS in the amount of \$2,000 and allows the Chair to sign the MetLife Life Insurance Claim Form.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-2-21 <input type="checkbox"/> Other	Commissioner: Department: ANIMAL SERVICES Division: No Divisions By: Mack Young

Background:

The Animal Care Trust Fund was established through Administrative Code AC-2-21 to separate out gifts, grants, and awards of money from the General Animal Services budget. The funds in the Animal Care Trust are used to assist pet owners through a variety of affordable services and programs, as well as the animals of Lee County in general.

The donation of \$2000 from the estate of Donald J. Biggs will be deposited into the Animal Care Trust Fund and used to support the animals of Lee County.

Required Review:					
Mack Young	Ashley D. Fesperman	Anne Henkel	Peter Winton	David Harner	
ANIMAL SERVICES	County Attorney	Budget Analyst	Budget Services	County Manager	

*Funds will be deposited into account: KL5620119000.366900.9053

(Animal Services/Animal Care Trust Fund/Donations)

*Funds will be available in expense account KL5620119000.505221

(Animal Services/Animal Care Trust Fund/Medical Supplies and Drugs)

1. Budget Resolution

2. MetLife Life Insurance Claim Form



Group Life Claims
 P.O. Box 6100
 Scranton, PA 18505-6100
 1-800-638-6420

Life Insurance Claim Form
Claimant's Statement

Claim #21505010415
 For MetLife Use Only

Insured's Employer Name: RAILROAD NATIONAL EMPLOYEES

Insured Employee - First Name DONALD Middle Name J. Last Name BIGGS

In order to process your claim as quickly as possible we need some information about you and about the deceased. Each beneficiary must submit his or her own Claimant's Statement. Return this completed Claimant's Statement to the Employer or directly to MetLife, in accordance with the instructions you received with this form. Be sure to include a copy of the death certificate that indicates the cause and manner of death. You can usually obtain one from the funeral director who handled the arrangements. Only one death certificate need be submitted. Please note that original documents cannot be returned.

Additional Information if Beneficiary is a Minor:

If no legal guardian is appointed to handle the minor's estate, a responsible adult should complete and sign the Claimant's Statement on behalf of the minor beneficiary. Be sure to complete Section A with information regarding the minor, not the party completing the form. If a legal guardian of the minor child's estate has been or will be appointed, the guardian must complete and sign the Claimant's Statement. Be sure to include a copy of court-issued guardianship papers in the claim submission to MetLife.

A. Information about the beneficiary

1. Your Name - First (please print in capital letters or type) Middle Initial Last
LEE COUNTY DOMESTIC ANIMAL SERVICES

Maiden Name (if applicable) _____ 2. Social Security No./TIN 59-6000702 3. Date of Birth _____ Male Female

4. Country of Citizenship _____ 5. Day Phone Number (239) 533-9202 Evening Phone Number _____ 6. Fax Number (optional) _____

7. Mailing Address - Number, Street, Apt./Box No. (if any) City State Zip
5600 BANNER DRIVE FORT MYERS FL 33912

8. Relationship to the deceased - You are the Spouse Parent Child Other - Explain BENIFICIARY

9. If you have signed a document with a funeral home (a funeral home assignment) that authorizes MetLife to make a payment directly to it, please attach the document and check here

B. Information about the deceased

1. His/Her Name - First Middle Initial Last
Donald J Biggs

Maiden Name (if applicable) _____

2. Residence Address - Number, Street, Apt./Box No. (if any) City State Zip

3. Marital Status Single Married Divorced Separated Widow/Widower 4. Date of Birth _____ 5. Social Security No. _____

6. Copy of death certificate is attached (or was previously submitted) not attached. If not attached, please explain _____

7. If the decedent also held an individual life insurance policy with MetLife, please provide the policy number: _____ or call 1-800-638-5000 for information.

Insured Employee - First Name

DONALD

Middle Name

J.

Last Name

BIGGS

C. Total Control Account (TCA)

~~Our standard payment method is in the form of a Total Control Account. A personalized draftbook and a kit that includes information about your TCA will be sent to you if an Account is established. Your TCA will be guaranteed by MetLife and your TCA will be accessible to you when you need it. A check will be issued to you if required by state law, regulation or direction.~~

D. Certifications and Signature

By signing below, I acknowledge:

1. All information I have given is true and complete to the best of my knowledge and belief.
2. That any contributions owed by the insured will be deducted from the insurance proceeds paid to me.
3. MetLife has the right to recover any amounts that it determines to be an overpayment. An overpayment occurs if MetLife determines that: (a) the total amount paid by MetLife on your claim is more than the total amount of benefits due to you under the benefit plan/insurance certificate; or (b) MetLife made payment to you when the payment should have been made to someone else. In case of an overpayment, I agree to repay MetLife the specifically overpaid funds. I further understand that if an overpayment is not repaid, MetLife reserves the right to rely on any means to recover the overpayment, including institution of litigation.
4. I have read the applicable Fraud Warning(s) provided in this form. **New York Residents:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Under penalty of perjury, I certify:

1. That the number shown on this form is my correct taxpayer identification number; and
2. That I am not subject to IRS required backup withholding as a result of failure to report all interest or dividend income; and
3. I am a U.S. citizen, or a U.S. resident for tax purposes.

Please note: If item 2 or 3 above is not true, cross out the applicable item(s).

The IRS does not require your consent to any provision of this document other than the certification to avoid backup withholding.

Please sign below include first and last name. If you are receiving a Total Control Account, this signature will be placed on file with your Account. If Beneficiary is a minor, the legal guardian or adult submitting this form must sign, not the minor.

Claimant Signature

Date Signed

*** As a governmental entity, payment must be by check. TCA cannot be used.

RESOLUTION

Amending the Animal Trust Fund 19000 budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2014-2015.

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 Animal Trust Fund 19000 budget for \$2,000 of the unanticipated revenue from a donation and an appropriation of a like amount for Medical Supplies and Drugs and;

WHEREAS, the Animal Trust Fund 19000 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES		
Prior Total:		\$476,942
Additions		
KL562019000.366900.9053	Donations	\$2,000
Amended Total Estimated Revenues		\$478,942

APPROPRIATIONS		
Prior Total:		\$476,942
Additions		
KL5620119000.505221	Medical Supplies and Drugs	\$2,000
Amended Total Appropriations		\$478,942

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Animal Trust Fund 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 _____, 2015.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

Blue Sheet No. 20150448	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 2
------------------------------------	--	-------------------

TITLE:
Reduce County lot mowing and unsafe building liens from \$8, 913.72 to \$0 at the request of Habitat for Humanity.

ACTION REQUESTED:
Approve reduction of County lot mowing liens for 5444/5446 Fifth Avenue (\$4675.80), and for unsafe building lien for 432 Wickham Avenue (\$4,237.92) that total \$ 8,913.72 to \$0.

FUNDING:
No funds required. The lien removal does not affect the Code Enforcement budget

WHAT ACTION ACCOMPLISHES:
This will remove code enforcement assessment liens on two properties to allow the properties to be donated to Habitat for Humanity (see request dated July 8, 2015). The lien removal does not affect the budget.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input checked="" type="checkbox"/> Other	Commissioner: Department: COMMUNITY DEVELOPMENT Division: Development Services By: Robert Stewart

Background:
The properties listed below had code violations that were abated by the County. The liens, which total \$8,913.72, are for costs and interest incurred by the County to abate the violations.

5444/5446 Fifth Avenue
 Lot Mowing Liens:
 Principal \$ 351.45 Interest \$ 697.66 Lien Release Fee \$12.00 Total: \$1,061.11
 Principal \$ 351.45 Interest \$ 726.89 Lien Release Fee \$12.00 Total: \$1,090.34
 Principal \$ 198.45 Interest \$ 443.33 Lien Release Fee \$12.00 Total: \$ 653.78
 Principal \$ 215.85 Interest \$ 21.99 Lien Release Fee \$10.00 Total: \$ 347.84
 Principal \$ 199.79 Interest \$ 131.43 Lien Release Fee \$10.00 Total: \$ 341.22
 Principal \$ 236.00 Interest \$ 353.50 Lien Release Fee \$10.00 Total: \$ 599.50
 Principal \$ 221.00 Interest \$ 351.01 Lien Release Fee \$10.00 Total: \$ 582.01
 5444/5446 Fifth Avenue total: \$ 4,675.80

432 Wickham Avenue
 Unsafe Building Lien:

Required Review:					
David Loveland	Corris L. McIntosh Jr.	Thelma Davis	Peter Winton	Doug Meurer	
COMMUNITY DEVELOPMENT	County Attorney	Budget Analyst	Budget Services	County Manager	

Principal \$2,880.70 Interest \$1,347.11 Lien Release Fee \$10.00 Total: \$4,237.92

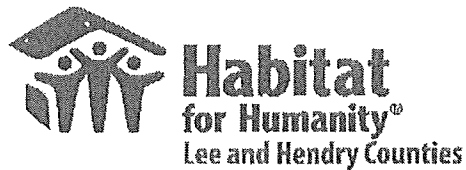
Fund: Unincorporated MSTU

Program: Code Enforcement/Inspections

Project: Lot Mowing, Unsafe Building

Attachments: Habitat for Humanity Request July 8, 2015

Lien Payoff Letters accrual through 9/1/2015



July 8, 2015

Mr. Robert Stewart
Building Official
Lee County Community Development
1500 Monroe St.
Fort Myers, FL 33901

Re: 432 Wickham Avenue S., Lehigh Acres, demo lien totaling \$4,237.92
5444/5446 Fifth Avenue, Pine Manor, lot mowing liens totaling \$4,675.80

Dear Bob:

The owners of each of the parcels above are interested in donating their property to Habitat for Humanity. We will only accept the properties if the County is willing to waive the liens associated with the lots. We will of course maintain the properties once they are in our possession.

We respectfully request that the Lee County Board of County Commissioners waive the liens upon the transfer of the property to Habitat for Humanity of Lee and Hendry Counties.

As you know, Habitat for Humanity is a non-profit organization whose mission is to bring people together to build homes, communities, and hope for low-income families. This year we will assist 55 families in buying their own affordable home, and achieving financial stability. Last year our homeowners paid \$314,000 in ad valorem taxes to the County.

As always, thank you for your assistance. Please contact me if I can provide any further information.

Sincerely,

Katherine Green
President/CEO



FORTE IRENE
5444 FIFTH AV
FORT MYERS, FL 33907

6/22/2015

LM - created to do a payoff on an old case?

RE: Lien Payoff Case #: VIO2014-15563
Violation Address: 5444 46 FIFTH AVE FORT MYERS 33907

TRAF LLC
PO BOX 101526
CAPE CORAL FL 33910

Lien OR Book#: ~~1935~~ 3078 OR PG#: ~~1749-50~~ 1780-1787
Instrument #:

Dear Requestor:

The following is a summary of the payoff of the above referenced lien through 9/1/2015.

Principal	\$351.45
Interest	\$697.66
<hr/> SubTotal	<hr/> \$1,049.11
Lien Release Filing Fee (1pg)	\$12.00
<hr/> Total	<hr/> \$1,061.11

Interest accrues at 12% per annum. The per diem charge after 09/01/2015 will be 0.12.

Please remit payment to my attention at: Lee County Development Services
Code Enforcement
P.O. Box 398
Fort Myers, FL 33902-0398

Certified check or money order should be made payable to Lee County Board of County Commissioners. We do not accept personal checks. Or you may make your payment on line at www.lee-county.com/econnect and insert VIO2014-15563.

You may obtain a copy of the recorded release via the Lee County Clerk of Court www.leeclerk.org/SearchOfficialRecords.

Please contact me at 239-533-8873 if I can be of further assistance.

Sincerely,
Paul Smith
Senior Code Enforcement Officer

10.50p

4570980

DR3078 PG 1786

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA
LEVYING A SPECIAL ASSESSMENT LIEN AGAINST THE PROPERTY OF

Irene Forte
(FROM THE MOST RECENT TAX RECORDS)

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE
COUNTY, FLORIDA, that:

SECTION 1

This Resolution is adopted pursuant to the provisions of Lee County Ordinance No. 93-23,
as amended, (Lee County Lot Mowing Ordinance).

SECTION 2.

It is hereby found and determined as follows:

A. All conditions precedent to the levying of a Special Assessment Lien on the property
described herein pursuant to the provisions of the Lee County Lot Mowing Ordinance have been
complied with.

B. Written demands have been made on the record owner or owners of the herein
described property for payment of the cost incurred by the County in correcting
conditions in violation of the Lee County Lot Mowing Ordinance and said owner or
owners have not reimbursed the County for such cost.

SECTION 3.

A Special assessment Lien pursuant to and in accordance with the provisions of the Lee
County Lot Mowing Ordinance, in the principal amount of \$199.00, which shall bear interest at
the rate of 12% per annum, is hereby levied against the following described property:

11-45-24-03-00014.0080
5444/46 Fifth Ave.

LEGAL DESCRIPTION:

LOTS 8 AND 9, BLOCK 14, PINE MANOR SUBDIVISION, UNIT 3, LEE COUNTY,
FLORIDA, OFFICIAL RECORDS BOOK 1935 AT PAGES 1749 AND 1750 OF THE PUBLIC
RECORDS OF LEE COUNTY, FLORIDA

RECORDED BY
PAUL CHANDLER, D.C.

SECTION 4.

A certified copy of this resolution shall be recorded in the Official Records Book of Lee County, Florida, and a copy thereof mailed by the Clerk to the owners of the subject property as shown on the most recent tax records of Lee County, Florida.

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 17th day of February, 1999.

ATTEST:
CHARLIE GREEN, CLERK

BY: Michelle B. Keisner
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Ray J. Judd
CHAIRMAN

APPROVED AS TO FORM:

BY: John W. Dwyer
OFFICE OF THE COUNTY ATTORNEY

OR3078 P61787

CHARLIE GREEN, CLERK
LEE COUNTY, FL
99 FEB 18 AM 9:13

mn

February 17th 1999
Michelle B. Keisner



FORTE IRENE A/K/A PENNY IRENE FORT
5444 FIFTH AV
FORT MYERS, FL 33907

6/22/2015

RE: Lien Payoff Case #: VIO2014-15561

Violation Address: 5444 46 FIFTH AVE FORT MYERS 33907

TRAF LLC
PO BOX 101526
CAPE CORAL FL 33910

Lien OR Book#: 1935 *2071* OR PG#: 1749-50 *3045-3040*
Instrument #:

Dear Requestor:

The following is a summary of the payoff of the above referenced lien through 9/1/2015.

Principal	\$351.45
Interest	\$726.89
<hr/> SubTotal	<hr/> \$1,078.34
Lien Release Filing Fee (1pg)	\$12.00
<hr/> Total	<hr/> \$1,090.34

Interest accrues at 12% per annum. The per diem charge after 09/01/2015 will be 0.12.

Please remit payment to my attention at: Lee County Development Services
Code Enforcement
P.O. Box 398
Fort Myers, FL 33902-0398

Certified check or money order should be made payable to Lee County Board of County Commissioners. We do not accept personal checks. Or you may make your payment on line at www.lee-county.com/econnect and insert VIO2014-15561.

You may obtain a copy of the recorded release via the Lee County Clerk of Court www.leeclerk.org/SearchOfficialRecords.

Please contact me at 239-533-8873 if I can be of further assistance.

Sincerely,
Paul Smith
Senior Code Enforcement Officer

10-22

4408020

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA
LEVYING A SPECIAL ASSESSMENT LIEN AGAINST THE PROPERTY OF

Irene Forte, a/k/a Penny Irene Forte
(FROM THE MOST RECENT TAX RECORDS)

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE
COUNTY, FLORIDA, that:

SECTION 1

This Resolution is adopted pursuant to the provisions of Lee County Ordinance No. 93-23,
as amended, (Lee County Lot Mowing Ordinance).

SECTION 2.

It is hereby found and determined as follows:

A. All conditions precedent to the levying of a Special Assessment Lien on the property
described herein pursuant to the provisions of the Lee County Lot Mowing Ordinance have been
complied with.

B. Written demands have been made on the record owner or owners of the herein
described property for payment of the cost incurred by the County in correcting
conditions in violation of the Lee County Lot Mowing Ordinance and said owner or
owners have not reimbursed the County for such cost.

SECTION 3.

A Special assessment Lien pursuant to and in accordance with the provisions of the Lee
County Lot Mowing Ordinance, in the principal amount of \$199.00 , which shall bear interest at
the rate of 12% per annum, is hereby levied against the following described property:

11-45-24-03-00014.0080
5444 Fifth Ave.

LEGAL DESCRIPTION:

LOTS 8 AND 9, BLOCK 14, PINE MANOR SUBDIVISION, UNIT 3, LEE COUNTY,
FLORIDA, OFFICIAL RECORDS BOOK 1935 AT PAGES 1749 AND 1750 OF THE PUBLIC
RECORDS OF LEE COUNTY, FLORIDA

OR2971 PG3645

RECORDED BY
JOANNE MILLER, D.C.

SECTION 4.

A certified copy of this resolution shall be recorded in the Official Records Book of Lee County, Florida, and a copy thereof mailed by the Clerk to the owners of the subject property as shown on the most recent tax records of Lee County, Florida.

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 10th day of June, 1998.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Ruth Tignia
DEPUTY CLERK

BY: [Signature]
CHAIRMAN

APPROVED AS TO FORM:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

State of Florida
County of Lee

I, Charlie Green, Clerk of the Circuit Court for Lee County, Florida, do hereby certify this document to be a true and correct copy of the original document filed in the Minutes Department.

Given at _____ and official seal at
Fort _____ this 11th day of
June, 1998

CHARLIE GREEN, CLERK

BY: Ruth Tignia
Deputy Clerk

OR 2971 PG 3646

98 JUN 11 PM 2:29
CHARLIE GREEN, CLERK
LEE COUNTY, FL

MINUTES DEPARTMENT



FORTE IRENE
5446 FIFTH AVE
FORT MYERS, FL 33907

6/22/2015

RE: Lien Payoff Case #: VIO2014-15555 *UM*

Violation Address: 5444 46 FIFTH AVE FORT MYERS 33907

TRAF LLC
PO BOX 101526
CAPE CORAL FL 33910

Lien OR Book#: 2784 OR PG#: 1979
Instrument #: 4099724

Dear Requestor:

The following is a summary of the payoff of the above referenced lien through 9/1/2015.

Principal	\$198.45
Interest	\$443.33
<u>SubTotal</u>	<u>\$641.78</u>
Lien Release Filing Fee (1pg)	\$12.00
<u>Total</u>	<u>\$653.78</u>

Interest accrues at 12% per annum. The per diem charge after 09/01/2015 will be 0.07.

Please remit payment to my attention at: Lee County Development Services
Code Enforcement
P.O. Box 398
Fort Myers, FL 33902-0398

Certified check or money order should be made payable to Lee County Board of County Commissioners. We do not accept personal checks. Or you may make your payment on line at www.lee-county.com/econnect and insert VIO2014-15555.

You may obtain a copy of the recorded release via the Lee County Clerk of Court www.leeclerk.org/SearchOfficialRecords.

Please contact me at 239-533-8873 if I can be of further assistance.

Sincerely,
Paul Smith
Senior Code Enforcement Officer

4099724

RECORD VERIFIED - CHARLIE GREEN, CLERK.
BY HELEN CARROLL, D.C.

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA
LEVYING A SPECIAL ASSESSMENT LIEN AGAINST THE PROPERTY OF

IRENE FORTE

(FROM THE MOST RECENT TAX RECORDS)

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY,
FLORIDA, that:

SECTION 1.

This Resolution is adopted pursuant to the provisions of Lee County
Ordinance No. 93-23, as amended, (Lee County Lot Mowing Ordinance).

SECTION 2.

It is hereby found and determined as follows:

A. All conditions precedent to the levying of a Special Assessment
Lien on the property described herein pursuant to the provisions of the Lee
County Lot Mowing Ordinance have been complied with.

B. Written demands have been made on the record owner or owners of the
herein described property for payment of the cost incurred by the County in
correcting conditions in violation of the Lee County Lot Mowing Ordinance and
said owner or owners have not reimbursed the County for such cost.

SECTION 3.

A Special Assessment Lien pursuant to and in accordance with the
provisions of the Lee County Lot mowing Ordinance (in the principal amount of
\$196.00, which shall bear interest at the rate of 12% per annum), is hereby
levied against the following described property:

11-45-24-03-00014.0080
5444/46 Fifth Avenue, Ft. Myers, FL

LEGAL DESCRIPTION: LOTS 8 AND 9, BLOCK 14, PINE MANOR SUBDIVISION, UNIT
3, LEE COUNTY, FLORIDA, OFFICIAL RECORDS BOOK 1935 AT PAGES 1749 AND
1750 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

97 JAN 23 PM 12:01

OR2784 PG1980

SECTION 4.

A certified copy of this resolution shall be recorded in the Official Records Book of Lee County, Florida, and a copy thereof mailed by the Clerk to the owners of the subject property as shown on the most recent tax records of Lee County, Florida.

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 22nd day of January, 1997.

ATTEST:

CHARLIE GREEN, CLERK

BY: [Signature]
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIRMAN

APPROVED AS [Signature] FOR:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

State of Florida
County of Lee

I, Charlie Green, Clerk of the Circuit Court for Lee County, Florida, do hereby certify this document to be a true and correct copy of the original document filed in the minutes department.

bh

Given under my hand and official seal at Fort Myers, Florida, this 22nd day of January, A.D. 1997.

CHARLIE GREEN, CLERK
BY: [Signature]
Deputy Clerk

minutes



HAYWOOD STEPHEN W
PO BOX 101526
CAPE CORAL, FL 33910

6/22/2015

RE: Lien Payoff Case #: VIO2010-13661
Violation Address: 5444 46 FIFTH AVE FORT MYERS 33907

UM

TRAF LLC
PO BOX 101526
CAPE CORAL FL 33910

Lien OR Book#: OR PG#:
Instrument #: 2010000307867

Dear Requestor:

The following is a summary of the payoff of the above referenced lien through 9/1/2015.

Principal	\$215.85
Interest	\$121.99
<hr/> SubTotal	<hr/> \$337.84
Lien Release Filing Fee (1pg)	\$10.00
<hr/> Total	<hr/> \$347.84

Interest accrues at 12% per annum. The per diem charge after 09/01/2015 will be 0.07.

Please remit payment to my attention at: Lee County Development Services
Code Enforcement
P.O. Box 398
Fort Myers, FL 33902-0398

Certified check or money order should be made payable to Lee County Board of County Commissioners. We do not accept personal checks. Or you may make your payment on line at www.lee-county.com/econnect and insert VIO2010-13661.

You may obtain a copy of the recorded release via the Lee County Clerk of Court www.leeclerk.org/SearchOfficialRecords.

Please contact me at 239-533-8873 if I can be of further assistance.

Sincerely,
Paul Smith
Senior Code Enforcement Officer

PREPARED BY:

Code Enforcement Officer
Development Services Division
P.O. Box 398
Fort Myers, FL 33902

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA
LEVYING A SPECIAL ASSESSMENT LIEN AGAINST THE PROPERTY OF
HAYWOOD, STEPHEN W

(FROM THE MOST RECENT TAX RECORDS)

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that:

This Resolution is adopted pursuant to the provisions of Lee County Ordinances No. 93-23, as amended, (Lee County Lot Mowing Ordinance).

It is hereby found and determined as follows:

A. All conditions precedent to the levying of a Special Assessment Lien on the property described herein pursuant to the provisions of the Lee County Lot Mowing Ordinance have been complied with.

B. Written demands have been made on the record owner or owners of the herein described property for payment of the cost incurred by the County in correcting conditions in violation of the Lee County Lot Mowing Ordinance and said owner or owners have not reimbursed the County for such cost.

A Special assessment Lien pursuant to and in accordance with the provisions of the Lee County Lot Mowing Ordinance, in the principal amount of \$215.85, which shall bear interest at the rate of 12% per annum, is hereby levied against the following described property located in Lee County, Florida:

STRAP NO.:11-45-24-03-00014.0080
STREET ADDRESS:5444 46 FIFTH AVE FORT MYERS 33907
LEGAL DESCRIPTION: THE PROPERTY DESCRIBED IN THAT CERTAIN DEED
RECORDED IN Instrument Number 2007000207036
IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

A certified copy of this resolution shall be recorded in the Official Records Book of Lee County, Florida, and a copy thereof mailed by the Clerk to the owners of the subject property as shown on the most recent tax records of Lee County, Florida.

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said Board this 17th, day of December, 2010.

ATTEST:
CHARLIE GREEN, CLERK

BY: Marcia Wilson
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

APPROVED AS TO FORM:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY



I CERTIFY THIS DOCUMENT TO BE A
TRUE AND CORRECT COPY OF THE
ORIGINAL ON FILE IN MY OFFICE
CHARLIE GREEN, CLERK CIRCUIT COURT
LEE COUNTY, FLORIDA
DATED: 12-17-10

BY: Marcia Wilson
Deputy Clerk





HAYWOOD STEPHEN W
PO BOX 101526
CAPE CORAL, FL 33910

6/22/2015

RE: Lien Payoff Case #: VIO2009-19263
Violation Address: 5444 46 FIFTH AVE FORT MYERS 33907

LM

TRAF LLC
PO BOX 101526
CAPE CORAL FL 33910

Lien OR Book#: OR PG#:
Instrument #: 2010000062056

Dear Requestor:

The following is a summary of the payoff of the above referenced lien through 9/1/2015.

Principal	\$199.79
Interest	\$131.43
<hr/> SubTotal	<hr/> \$331.22
Lien Release Filing Fee (1pg)	\$10.00
<hr/> Total	<hr/> \$341.22

Interest accrues at 12% per annum. The per diem charge after 09/01/2015 will be 0.07.

Please remit payment to my attention at: Lee County Development Services
Code Enforcement
P.O. Box 398
Fort Myers, FL 33902-0398

Certified check or money order should be made payable to Lee County Board of County Commissioners. We do not accept personal checks. Or you may make your payment on line at www.lee-county.com/econnect and insert VIO2009-19263.

You may obtain a copy of the recorded release via the Lee County Clerk of Court www.leeclerk.org/SearchOfficialRecords.

Please contact me at 239-533-8873 if I can be of further assistance.

Sincerely,
Paul Smith
Senior Code Enforcement Officer

PREPARED BY:

Code Enforcement Officer
Development Services Division
P.O. Box 398
Fort Myers, FL 33902

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA
LEVYING A SPECIAL ASSESSMENT LIEN AGAINST THE PROPERTY OF

HAYWOOD, STEPHEN W

(FROM THE MOST RECENT TAX RECORDS)

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that:

This Resolution is adopted pursuant to the provisions of Lee County Ordinances No. 93-23, as amended, (Lee County Lot Mowing Ordinance).

It is hereby found and determined as follows:

A. All conditions precedent to the levying of a Special Assessment Lien on the property described herein pursuant to the provisions of the Lee County Lot Mowing Ordinance have been complied with.

B. Written demands have been made on the record owner or owners of the herein described property for payment of the cost incurred by the County in correcting conditions in violation of the Lee County Lot Mowing Ordinance and said owner or owners have not reimbursed the County for such cost.

A Special assessment Lien pursuant to and in accordance with the provisions of the Lee County Lot Mowing Ordinance, in the principal amount of \$199.79, which shall bear interest at the rate of 12% per annum, is hereby levied against the following described property located in Lee County, Florida:

STRAP NO.:11-45-24-03-00014.0080

STREET ADDRESS:5444 46 FIFTH AVE FORT MYERS 33907

LEGAL DESCRIPTION: THE PROPERTY DESCRIBED IN THAT CERTAIN DEED

RECORDED IN Instrument Number 2007000207036

IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

A certified copy of this resolution shall be recorded in the Official Records Book of Lee County, Florida, and a copy thereof mailed by the Clerk to the owners of the subject property as shown on the most recent tax records of Lee County, Florida.

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said

Board this 9th, day of March, 2010.

ATTEST:
CHARLIE GREEN, CLERK

BY: Marcia Wilson
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

APPROVED AS TO FORM:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY



I CERTIFY THIS DOCUMENT TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE CHARLIE GREEN, CLERK CIRCUIT COURT LEE COUNTY, FLORIDA DATED: 3-10-10

BY: Marcia Wilson
Deputy Clerk



FORTE IRE NE
1403 S GROVE AV
FT MYERS, FL 33919

6/22/2015

RE: Lien Payoff
Violation Address: 5444/4 FIFTH AV

Case #: VIO2002-15417

UM

TRAF LLC
PO BOX 101526
CAPE CORAL FL 33910

Lien OR Book#: 3870
Instrument #: 5744459

OR PG#: 0572

Dear Requestor:

The following is a summary of the payoff of the above referenced lien through 9/1/2015.

Principal	\$236.00
Interest	\$353.50
<u>SubTotal</u>	<u>\$589.50</u>
Lien Release Filing Fee (1pg)	\$10.00
<u>Total</u>	<u>\$599.50</u>

Interest accrues at 12% per annum. The per diem charge after 09/01/2015 will be 0.08.

Please remit payment to my attention at:

Lee County Development Services
Code Enforcement
P.O. Box 398
Fort Myers, FL 33902-0398

Certified check or money order should be made payable to Lee County Board of County Commissioners. We do not accept personal checks. Or you may make your payment on line at www.lee-county.com/econnect and insert VIO2002-15417.

You may obtain a copy of the recorded release via the Lee County Clerk of Court www.leeclerk.org/SearchOfficialRecords.

Please contact me at 239-533-8873 if I can be of further assistance.

Sincerely,
Paul Smith
Senior Code Enforcement Officer



INSTR # 5744459
Official Records BK 03870 PG 0572
RECORDED 03/12/2003 01:56:31 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK J Miller

2

PREPARED BY:

CODE ENFORCEMENT
DEVELOPMENT SERVICES DIVISION
P.O. BOX 398
FORT MYERS, FL 33902

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA
LEVYING A SPECIAL ASSESSMENT LIEN AGAINST THE PROPERTY OF

Irene Forte
(FROM THE MOST RECENT TAX RECORDS)

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE
COUNTY, FLORIDA, that:**

This Resolution is adopted pursuant to the provisions of Lee County Ordinance No. 93-23, as amended, (Lee County Lot Mowing Ordinance).

It is hereby found and determined as follows:

A. All conditions precedent to the levying of a Special Assessment Lien on the property described herein pursuant to the provisions of the Lee County Lot Mowing Ordinance have been complied with.

B. Written demands have been made on the record owner or owners of the herein described property for payment of the cost incurred by the County in correcting conditions in violation of the Lee County Lot Mowing Ordinance and said owner or owners have not reimbursed the County for such cost.

A Special assessment Lien pursuant to and in accordance with the provisions of the Lee County Lot Mowing Ordinance, in the principal amount of \$236.00, which shall bear interest at the rate of 12% per annum, is hereby levied against the following described property located in Lee County, Florida:

Page 2
Lot Mowing Lien

STRAP NO.: 11-45-24-03-00014.0080
STREET ADDRESS: 5444/46 Fifth Ave.

LEGAL DESCRIPTION:
THE PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED IN O.R. BOOK,
1974, PAGE 4254, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

A certified copy of this resolution shall be recorded in the Official Records Book of Lee County,
Florida, and a copy thereof mailed by the Clerk to the owners of the subject property as shown on
the most recent tax records of Lee County, Florida.

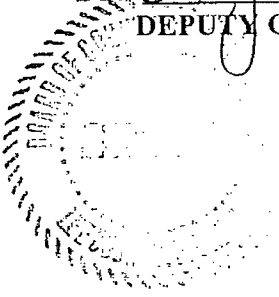
IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name
by its Board of County Commissioners acting by the Chairman of said
Board this 11 day of March, 2003.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Cindy Morrison
DEPUTY CLERK

BY: Ray Judas
CHAIRMAN



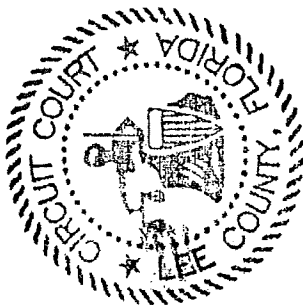
APPROVED AS TO FORM:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

State of Florida
County of Lee

I, Charlie Green, Clerk of the Circuit Court
for Lee County, Florida, do hereby certify
this document to be a true and correct copy
of the original document filed in the
Minutes Department.

Given under my hand and official seal at
Tallahassee, Florida, this 11 day of
March, A.D. 2003



CHARLIE GREEN, CLERK
BY: Cindy Morrison
Deputy Clerk



FORTE IRE NE
1403 S GROVE AV
FT MYERS, FL 33919

6/22/2015

RE: Lien Payoff
Violation Address: 5444/4 FIFTH AV

Case #: VIO2001-12037 *JM*

TRAF LLC
PO BOX 101526
CAPE CORAL FL 33910

Lien OR Book#: 3663 OR PG#: 1524
Instrument #: 5472551

Dear Requestor:

The following is a summary of the payoff of the above referenced lien through 9/1/2015.

Principal	\$221.00
Interest	\$351.01
<hr/> SubTotal	<hr/> \$572.01
Lien Release Filing Fee (1pg)	\$10.00
<hr/> Total	<hr/> \$582.01

Interest accrues at 12% per annum. The per diem charge after 09/01/2015 will be 0.07.

Please remit payment to my attention at: Lee County Development Services
Code Enforcement
P.O. Box 398
Fort Myers, FL 33902-0398

Certified check or money order should be made payable to Lee County Board of County Commissioners. We do not accept personal checks. Or you may make your payment on line at www.lee-county.com/econnect and insert VIO2001-12037.

You may obtain a copy of the recorded release via the Lee County Clerk of Court www.leeclerk.org/SearchOfficialRecords.

Please contact me at 239-533-8873 if I can be of further assistance.

Sincerely,
Paul Smith
Senior Code Enforcement Officer

Page 2
Lot Mowing Lien

STRAP NO.:11-45-24-03-00014.0080
STREET ADDRESS:5444/46 5th Ave.

LEGAL DESCRIPTION:
LOTS 8 AND 9, BLOCK 14, PINE MANOR SUBDIVISION, UNIT 3, LEE COUNTY,
FLORIDA, OFFICIAL RECORDS BOOK 1935 AT PAGES 1749 AND 1750 OF THE PUBLIC
RECORDS OF LEE COUNTY, FLORIDA.

A certified copy of this resolution shall be recorded in the Official Records Book of Lee County,
Florida, and a copy thereof mailed by the Clerk to the owners of the subject property as shown on
the most recent tax records of Lee County, Florida.

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name
by its Board of County Commissioners acting by the Chairman of said
Board this 7 day of June, 2002.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Cindy Morrison
DEPUTY CLERK

BY: [Signature]
CHAIRMAN



APPROVED AS TO FORM:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

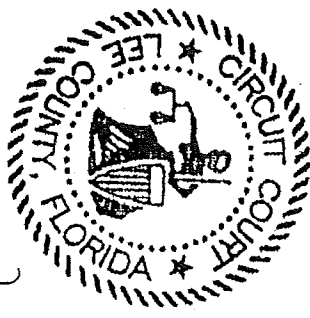
State of Florida
County of Lee

I Charlie Green, Clerk of the Circuit Court
for Lee County, Florida, do hereby certify
this document to be a true and correct copy
of the original document filed in the
Minutes Department.

mn

Given under my hand and official seal at
Fort Myers, Florida, this 7 day of
June, A.D. 2002

CHARLIE GREEN, CLERK
By Cindy Morrison
Deputy Clerk





WHEELER JAMES
2447 HARBOR RD
NAPLES, FL 34104

6/22/2015

RE: Lien Payoff Case #: VIO2010-09096
Violation Address: 432 WICKHAM AVE S LEHIGH ACRES 33974

TOTH DENNIS J
3207 HIBISCUS DR W
BELLEAIR BEACH FL 33786

Lien OR Book#: OR PG#:
Instrument #: 2010000313153

Dear Requestor:

The following is a summary of the payoff of the above referenced lien through 9/1/2015.

Principal	\$2,880.70
Interest	\$1,347.22
Lien Release Fee	\$10.00
Total	\$4,237.92

Interest accrues at 10% per annum. The per diem charge after 09/01/2015 will be \$0.79.

Please remit payment to my attention at: Lee County Development Services
Code Enforcement
P.O. Box 398
Fort Myers, FL 33902-0398

Certified check or money order should be made payable to Lee County Board of County Commissioners. We do not accept personal checks. Or you may make your payment on line at www.lee-county.com/econnect and insert VIO2010-09096.

You may obtain a copy of the recorded release via the Lee County Clerk of Court www.leeclerk.org/SearchOfficialRecords.

Please contact me if I can be of further assistance.

Sincerely,
Paul Smith
Senior Code Enforcement Officer

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA
LEVYING A SPECIAL ASSESSMENT LIEN AGAINST THE PROPERTY OF

JAMES WHEELER

(From the most recent tax records)

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that:

SECTION 1.

This Resolution is adopted pursuant to the provisions of Lee County Land Development Code Section 6-211 which adopts the 1985 Standard Unsafe Building Abatement Code.

SECTION 2.

It is hereby found and determined as follows:

A. All conditions precedent to the levying of a Special Assessment Lien on the property described herein pursuant to the provisions of the Lee County Land development Code and Standard Unsafe Building Abatement Code have been satisfied.

B. Written demands have been made on the record owner or owners of the herein described property for payment of the cost incurred by the County in correcting conditions in violation of the Lee County Land Development Code and Standard Unsafe Building Abatement Code and said owner or owners have not reimbursed the County for such cost.

SECTION 3.

A Special Assessment Lien pursuant to and in accordance with the provision of the Lee County Land Development Code and Unsafe Building Abatement Code in the principal amount of 2,870.70, which shall bear interest at the rate of 10% per annum is hereby levied against the following described property:

432 WICKHAM AVE S LEHIGH ACRES 33974
Strap No: 11-45-27-15-00065.0300

LEGAL DESCRIPTION: THE PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED IN INSTRUMENT NUMBER 6539745, IN PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

(The above referenced property is located in Lee County Florida)

SECTION 4.

"A certified copy of this resolution shall be recorded in the Official Records Book of Lee County, Florida, and a copy thereof mailed by the Clerk to the owners of the subject property as shown on the most recent tax records of Lee County, Florida."

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairwoman of said Board this 22nd day of DECEMBER, 2010.


ATTEST:

CHARLES GREEN, CLERK

By: Chris Du
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: Jolene
Chair



APPROVED AS TO FORM

I CERTIFY THIS DOCUMENT TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE CHARLIE GREEN, CLERK OF CIRCUIT COURT, STATE OF FLORIDA, COUNTY OF LEE

REDACTED COPY PER F.S.118.071

BY: Chris Du
DATED: 12/22/2010 Deputy Clerk



By: John
COUNTY ATTORNEY

Blue Sheet No. 20150439	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 3
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TITLE:
File and Record proof of publication of unclaimed cash bond refunds in the minutes of the County Commissioners of Lee County

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

FUNDING:
No funding required.

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

MANAGEMENT RECOMMENDATION:
Compliance with the requirements of FS 116.21

Requirement/Purpose: <i>(specify)</i>	Request Initiated
<input checked="" type="checkbox"/> Statute 116.21 <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: All Department: CONSTITUTIONAL OFFICERS Division: Clerk of Courts By: Terry Mallow

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.

Required Review:					
Terry Mallow					
FINANCE					

THE 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 **Shari Terrell** 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:
Publication of Unclaimed Cash Bonds

In the court was published in said newspaper in the issues of
July 22, 2015

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.

Shari Terrell

Sworn to and subscribed before me this 22nd day of July, 2015.

by **Shari Terrell**
 personally known to me or who has produced

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

Notary Public

Jessica Hanft

Print Name: **Jessica Hanft**
 My commission Expires: **February 12, 2017**



NOTICE OF PUBLICATION OF UNCLAIMED CASH BONDS FROM JANUARY 1, 2013, THROUGH DECEMBER 31, 2013, PURSUANT TO CHAPTER 116.21, FLORIDA 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 Circuit Court by September 2, 2015, and shall make sufficient proof of their ownership and upon doing so shall be entitled to receive any part of the moneys so claimed. Unless claim is filed within such time aforesaid, all claims in reference thereto are forever barred. Claims forms may be obtained online at www.LeeClerk.org using the unclaimed monies link. Claims should be mailed to Clerk of Circuit Court, Attn: Finance Operations, P.O. Box 9366, Fort Myers, Florida, 33907; phone (239) 533-2100.	Jose-Jose, Celestino 1,708.00 Leonard, Jeanle Michelle 10.00 Luis, Rolando 250.00 Machado, Wilder 500.00 Medrano, Eris Y 35.00 Mella, Itzep Abraham 500.00 Morales, Remigio Velasquez 55.00 Morales, Zoe Hernandez-Lopez, Diego Alberto 30.00 Nieto, Erika 1.00 Noraka, Isabella 1,000.00 Omlor, Troy Jason 1.00 Pacheco, Martin Marguez 1,500.00 Pascual, Angelina Tomas Ricardo 1,000.00 Perez, Adolfo Adolfo Humberto Bravo 180.00 Perez, Marlo Marlo Lopez 500.00 Perez-Perez, Rogelio 1,500.00 Phillips, Ronnie Lee 50.00 Ponce, Rolando Herrera, Geane Carlos 400.00 Ramirez, Luis Ayala, Carlos 500.00 Rodriguez, Gabriel Sanchez 500.00 Rugerio, Francisco Ramirez 30.00 Salvador, Rodolfo 1,000.00 Szeszalski Michael A 58.75 Tant, Jeffery Mark 98.00 Thomas, Martin Segundo, Gaspar Juan 500.00 Troche-Moreno, Horacio 1.00 Uscastro, Jose Manuel 500.00 Vasquez, Martin 500.00 Velasco, Andrew 500.00 Ventura, Hilaria Jose 80.00 Wellman, Shelly Ann Hoover, Michele Marie 99.00 Yat-Tum, Gaspar 387.00 No. 1501956 July 22, 2015	
CLERK OF COURTS UNCLAIMED CASH BONDS		
January 1, 2013 through December 31, 2013		
Name of Depositor	Name of Defendant	
Check Amount		
Allon, Santiago	Santiago Chavez	500.00
A l l n - T e c u m , Apollinario		
A l l n - T e c u m , Apollinario 500.00		
Alfonzo-Garcia, Ivan	Alfonzo-Garcia, Ivan	80.00
Alva, Elfeego	Alva, Elfeego	500.00
Baten-Hernandez, Thomas	Hernandez, Tomas	30.00
Castaneda, Antonio	Castaneda, Antonio Nicolas	222.50
Cotly, Antonio Lopez	Cotly, Antonio Lopez	300.00
Cruz-Ventura, Erasmo	Cruz-Ventura, Ventura	180.00
Fero, Richard Thomas	Perez, Irma Laura	262.50
Figueroa-Hernandez, Fabiola	Figueroa-Hernandez, Fabiola Figuera	500.00
Gabriel-Yoc, Luis	Gabriel-Yoc, Luis Alberto	30.00
Garcia-Bermudez, Jose	Garcia, Jose Alonso	30.00
Jimenez, Luis	Jimenez, Eduardo	55.00

Blue Sheet No. 20150440	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 4
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TITLE:
Approve and record County disbursements per Florida law

ACTION REQUESTED:
Request Board approves disbursements. The check and wire registers can now be viewed on the Clerk's website, www.leeclerk.org by accessing the BoCC Minutes and Documents link.

FUNDING:
No funding required.

WHAT ACTION ACCOMPLISHES:
Florida Statute Chapter 136.06(1) requires that all County disbursements be recorded in the Minutes of the Board. This is for the check and wire registers viewable on the Clerk's website

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

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute 136.06 <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: All Department: CONSTITUTIONAL OFFICERS Division: Clerk of Courts By: Terry Mallow

Background:

Required Review:					
Terry Mallow					
FINANCE					

Blue Sheet No. 20150453	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 5
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TITLE:
Approve extension of the 2015 Tax Roll

ACTION REQUESTED:
Request Board approval for extension of the 2015 Tax Roll by the Property Appraiser to the Tax Collector prior to completion of the Value Adjustment Board hearings, pursuant to Florida Statute 197.323.

FUNDING:
No funding required.

WHAT ACTION ACCOMPLISHES:
Allows the Tax Collector to mail 2015 tax notices on or before November 1, 2015; to collect and distribute tax revenue to taxing authorities before completion of the Value Adjustment Board hearings.

MANAGEMENT RECOMMENDATION:
Approve.

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute 197.323 <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: All Department: CONSTITUTIONAL OFFICERS Division: Tax Collector By: Larry Hart

Background:

The Tax Collector annually requests extensions of the tax roll prior to completion of the Value Adjustment Board hearings to allow sufficient time to prepare and mail tax notices on or before November 1.

Required Review:					
Larry Hart	Andrea Fraser	Mike Figueroa	Peter Winton		
TAX COLLECTOR	County Attorney	Risk	County Manager		

Blue Sheet No.	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: August 18, 2015	Item No. <ITEM_OUTLINE>
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TITLE:

Extension of the 2015 Tax Roll

ACTION REQUESTED:

Request Board approval for extension of the 2015 tax roll by the Property Appraiser to the Tax Collector prior to completion of the Value Adjustment Board hearings, pursuant to Florida Statute 197.323.

FUNDING:

A) Dollar amount for this Item; Fund type (General, Enterprise, Unincorporated MSTU, etc.); Included/Not Included in Budget

B) Description of ongoing (future year) budget implications, total project cost at completion and/or other relevant financial information.

C) Fund name; Program; Project; Account string(s).

WHAT ACTION ACCOMPLISHES:

Allows the Tax Collector to mail 2015 tax notices on or before November 1, 2015; to collect and distribute tax revenue to taxing authorities before completion of the Value Adjustment Board hearings

MANAGEMENT RECOMMENDATION:

Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute 197.323 <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: Department: Lee County Tax Collector Division: By: Larry D. Hart <i>Larry D. Hart</i>

Background:

A) Options

B) Analysis

C) BoCC Goals; Policy Issues; History

The Tax Collector annually requests extension of the tax roll prior to completion of the Value Adjustment Board hearings to allow sufficient time to prepare and mail tax notices on or before November 1.

D) Attachments

11. Required Review:					Rec. by CoAtty Date: 7/30/15 Time: 3:25pm Forwarded to: Admin 3:28pm
<i>[Signature]</i>		<i>Risk MF 7/31/15</i>	<i>7-31-15</i>		



July 23, 2015

Lee County Board of
County Commissioners
Attn: Honorable Brian Hamman, Chairman
PO Box 398
Fort Myers FL 33902-0398

SUBJECT: Extension of the 2015 Tax Roll

Dear Chairman Hamman and Commissioners:

Pursuant to F.S. 197.323, I am hereby requesting that the Lee County Board of County Commissioners, by majority vote, order the 2015 tax roll to be extended prior to completion of the Value Adjustment Board hearings. By your action, the tax notices for 2015 can be mailed to property owners in a timely manner.

Subsequent to the Value Adjustment Board hearings, the Tax Collector has the authority to make adjustments and corrections authorized by the Value Adjustment Board.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry D. Hart".

Larry D. Hart
Lee County Tax Collector

C: The Honorable Kenneth M. Wilkinson
Lee County Property Appraiser

The Honorable Linda Doggett
Lee County Clerk of Court

Richard Wm. Wesch
Lee County Attorney

Roger Desjarlais
Lee County Manager

Blue Sheet No. 20150455	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 6
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TITLE:
Adopt a Resolution amending existing Resolution No. 14-08-14 relating to the County's Child Support Depository Funds

ACTION REQUESTED:
Adopt a Resolution amending existing Resolution No. 14-08-14 relating to the County's Child Support Depository Funds.

FUNDING:
Federal CSE Reimbursement.

WHAT ACTION ACCOMPLISHES:
The purpose of this amendment is to clarify the language in the resolution and remove reference to "incentive funds".

MANAGEMENT RECOMMENDATION:
Approve.

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute 61.181(1) and 218.36(2) <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: All Department: CONSTITUTIONAL OFFICERS Division: Clerk of Courts By: Terry Mallow

Background:
The Clerk of Courts manages the Child Support Depository (CSE) for Lee County, to collect court mandated child support payments. The Clerk receives a reimbursement from the Federal government for the costs to administer the CSE program. The original language of the Resolution referred to incentive payments. The amendment clarifies the language in the resolution to reflect the intent to allow the Clerk to retain any reimbursements in excess of the direct cost of operations of the Child Support collection and enforcement.

Resolution

Required Review:					
Terry Mallow	Andrea Fraser	Peter Winton			
FINANCE	County Attorney	County Manager			

LEE COUNTY RESOLUTION NO. _____

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA RELATING TO THE COUNTY'S CHILD
SUPPORT DEPOSITORY FUNDS**

WHEREAS, as required by § 409.2557, Florida Statutes, the Florida Department of Revenue is designated as the state agency responsible for the administration of Florida's child support enforcement program as required by Title IV-D of the Social Security Act, 42 U.S.C. §§ 651-670;

WHEREAS, as required by § 61.181(1), Florida Statutes, the Department must extend participation in the federal child support cost reimbursement program to the depositories, as defined in § 61.046(5), Florida Statutes, to the maximum extent possible;

WHEREAS, as required by § 61.181(1), Florida Statutes, the office of the Clerk of Court operates the depository; and

WHEREAS, § 61.1826(1) and (2), Florida Statutes require the Department to contract with the Depository to perform duties with respect to the operation and maintenance of a State Disbursement Unit and the non-Title IV-D component of the State Case Registry through the Clerk of Court Child Support Enforcement Collection System and provide the depository with federal, Title IV-D matching funds for eligible expenditures incurred and paid by the depository;

WHEREAS, the Clerk of Courts as the manager of the Child Support Depository for Lee County, is entitled to retain the excess reimbursement monies.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, that:

1. Any reimbursements received by the Clerk from the State of Florida, Department of Revenue (or any subsequent State Title IV-D agency) relative to the operation of the County's Child Support collection and enforcement exceeding the direct cost of operations, at the end of the fiscal year, shall be deposited into a Special Revenue Fund and used for all court-related functions including personnel, operations, and technology.
2. Such reimbursements shall be exempt from § 218.36(2), Florida Statutes.

Commissioner _____ made a motion to adopt the foregoing Resolution, seconded by Commissioner _____. The vote was as follows:

JOHN MANNING _____

CECIL PENDERGRASS _____

LARRY KIKER _____

BRIAN HAMMAN _____

FRANK MANN _____

DULY PASSED AND ADOPTED THIS ____ day of _____, 2015

ATTEST: LINDA DOGGETT
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: _____
Office of the County Attorney

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

Blue Sheet No.

ACTION REQUESTED/PURPOSE:

Adopt a Resolution amending existing Resolution No. 14-08-14 relating to the County's Child Support Depository Funds.

FUNDING SOURCE:

Federal CSE Reimbursement.

WHAT ACTION ACCOMPLISHES:

The purpose of this amendment is to clarify the language in the resolution and remove reference to "incentive funds".

MANAGEMENT RECOMMENDATION:

Approve.

Departmental Category:		Meeting Date:
Agenda:	Requirement/Purpose: (specify) <input checked="" type="checkbox"/> Statute § 61.181(1) and § 218.36(2) <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Request Initiated Commissioner: Department: Division: Clerk of Courts By: Terry Mallow <i>RM</i>

Background:
 The Clerk of Courts manages the Child Support Depository (CSE) for Lee County, to collect court mandated child support payments. The Clerk receives a reimbursement from the Federal government for the costs to administer the CSE program. The original language of the Resolution referred to incentive payments. The amendment clarifies the language in the resolution to reflect the intent to allow the Clerk to retain any reimbursements in excess of the direct cost of operations of the Child Support collection and enforcement.

RECEIVED BY
 COUNTY ADMIN:
 7/31/15
 4:00 PM
 COUNTY ADMIN
 FORWARDED TO:

Rec. by CoAtty
 Date: 7/31/15
 Time: 3:25 PM
 Forwarded To:
 County Admin.
 7/31/15 4:00 PM

Required Review:				
	<i>Andrea Fusler</i>			<i>8-4-15</i>
Commission Action:				

Blue Sheet No. 20150442	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 7
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TITLE:

Approve purchase of Parcels 214, 214-PE, 214-TCE for the Homestead Road Widening Project 5063.

ACTION REQUESTED:

- A) Approve Purchase Agreement for Parcel 214 (300 sq. ft. fee-simple), Parcel 214-PE (300 sq. ft. slope easement), Parcel 214-TCE (938 sq. ft. temporary construction easement) for the Homestead Road Widening Project No. 5063, pursuant to the terms and conditions set forth therein;
- B) Authorize the Chair on behalf of the Board to execute the Purchase Agreement and Temporary Construction Easement Agreement;
- C) Authorize payment of necessary fees and costs to close;
- D) Authorize County Lands to handle all documentation necessary to complete transaction.

FUNDING:

Purchase Price: \$10,000; Closing Costs, including recording fees and title expenses, are estimated to be \$1,250; Road Impact Fees; Included in FY 2014/2015 CIP Budget. Transportation

Construction of this project is funded in FY 2015/16 at an estimated cost of \$11,605,000. Total project cost at completion, including design, right-of-way acquisition, construction and landscaping is \$21,000,000.

Fund: Road Impact Fees-Central District; Program: Capital Projects; Project: Homestead Road Widening.
Account: 20506338823

WHAT ACTION ACCOMPLISHES:

Approve purchase in the amount of \$10,000, for Parcels 214 (400 sq. ft. fee-simple), 214-PE (300 sq. ft. easement), 214-TCE (938 sq. ft. easement), from an impr. commercial property, for Homestead Road Project 5063. Construction of this 2.26 mile widening project, from south of Sunrise Blvd to north of Alabama Rd, is planned for fiscal year 2015/16.

MANAGEMENT RECOMMENDATION:

Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute Chapter 73, 74, 125 Florida Statutes <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input checked="" type="checkbox"/> Other Resolution 15-06-19	Commissioner: Department: COUNTY LANDS Division: No Divisions By: Karen Wells

Background:

In September 2006, the Board approved, as a part of the Lee County Department of Transportation Capital Improvement Plan, the widening of Homestead Road from two lanes to four lanes from south of Sunrise Boulevard to north of Alabama Road. An alignment study was conducted in conjunction with the

Required Review:					
Karen Wells	Lori Borman	Peter Winton	John J. Fredyma	Randy Cerchie	Peter Winton
COUNTY LANDS	Budget Analyst	Budget Services	County Attorney	DOT/ADMINISTRATI ON	County Manager

design phase of the project. The Board adopted the road alignment on March 25, 2008 and authorized County Lands to pursue acquisition of the necessary right-of-way needed to widen Homestead Road.

Parcel 214 (300 sq. ft. fee-simple), Parcel 214-SE (300 sq. ft. perpetual slope easement), and Parcel 214-TCE (938 sq. ft. temporary construction easement), are being acquired from an improved commercial property. The parent tract property is zoned C-2 (commercial) and has a land use designation of Central Urban.

Property Details:

Owner: Darry D. Griebel

Site Address: 21 Homestead Road South, Lehigh Acres

STRAP No.: 05-45-27-00-00010.0040

Purchase Details:

Purchase Price: \$10,000

Est. Closing Costs: \$1,250

Appraisal Information: This property was not appraised. See the attached Value Justification Analysis.

Staff is of the opinion that the purchase price of \$10,000 can be justified, considering the costs of condemnation to be between \$19,000 and \$25,000, excluding land value adjustments and additional owner's attorney fees/costs.

A Resolution of Necessity for this parcel was adopted by the Board of County Commissioners on June 16, 2015.

The parent tract property has not sold within the past five years.

Attachments:

1. Value Justification Analysis
2. Purchase Agreement
3. Temporary Construction Easement Agreement
4. Title Data
5. Location Map

Value Justification Analysis
Homestead Road Widening
Project No. 5063

Parcels 214, 214-PE, 214-TCE/Griebel

The Department of County Lands has negotiated a proposed agreement in the amount of \$10,000, for the acquisition of Parcels 214 (300 sq. ft. fee-simple), 214-PE (300 sq. ft. perpetual slope easement), and 214-TCE (938 sq. ft. temporary construction easement), located at 21 Homestead Road South. The property is owned by Darry D. Griebel.

This purchase represents a partial acquisition from an improved commercial property, which is zoned C-2 and has a land use designation of Central Urban.

A nearby commercial property (Parcel 233) was appraised by Lee County in March of 2014, with a resulting market value of \$5.75/sq. ft. By utilizing that corresponding per square foot value, we have estimated Parcels 214, 214-PE and 214-TCE to have a land value of \$2,900. In addition, the contract purchase price includes payment for improvements and landscaping located within the parcels being acquired, and for impacts to the parking area and remainder property.

In addition to time savings, due to a voluntary resolution, the County benefits from cost avoidance of condemnation. Estimated cost of initiating Eminent Domain procedures:

1.	Cost for County appraisal.....	\$3,300 - \$3,300
2.	Estimated cost for owner's appraisal.....	\$4,000 - \$5,000
3.	Estimated cost for engineering analysis.....	<u>\$12,000 - \$17,000</u>
	Total Estimated Range of Costs:	\$19,300 - \$25,300

This document prepared by:

Lee County – Department of County Lands
Project No.: 5063/Homestead Road Widening
Parcel No.: 214, 214-PE, 214-TCE/Griebel
STRAP No.: Part of 05-45-27-00-00010.0040

ORIGINAL

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this 14 day of July, 2015 by and between **Darry D. Griebel**, hereinafter referred to as SELLER, whose address is 16 Homestead Road S., Lehigh Acres, FL 33936, and **Lee County, a political subdivision of the State of Florida**, hereinafter referred to as BUYER.

WITNESSETH:

- 1. AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a fee-simple parcel of land consisting of ± 300 sq. ft., and more particularly described in attached "Exhibit A", and a perpetual slope easement consisting of ± 300 sq. ft., and more particularly described in attached "Exhibit B", and a temporary construction easement consisting of ± 937.50 sq. ft., and more particularly described in attached "Exhibit C", the parcels being located at 21 Homestead Road S., Lehigh Acres, and collectively referred to as the "Property". This Property will be acquired for the Homestead Road Widening Project No. 5063 ("Project").
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Ten Thousand and No/100 (\$10,000.), payable at closing in U.S. Currency by official bank check. The Purchase Price includes payment for any improvements and/or landscaping within the existing Homestead Road or the Property, and any impacts to the parking area or remainder property.
- 3. EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the Purchase Price, from a title company acceptable to BUYER. The commitment

will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning, use restrictions imposed by governmental authority, deed restrictions and easements acceptable to BUYER, as determined by BUYER.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER's sole risk and expense. However, BUYER may accept the damaged property or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS:** SELLER will provide:

A statutory warranty deed, slope easement and temporary construction easement (the forms of the easements are attached as Exhibits "D" and "E", respectively), and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance (deed/affidavit to be prepared by BUYER'S title company);

5.01 **SELLER'S EXPENSES:** SELLER will pay for and provide:

- (a) taxes, prorated to the day before closing;
- (b) any and all assessments levied against the Property must be paid in full at closing;
- (c) payment of partial release of mortgage fees, if any; and
- (d) SELLER'S attorney fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed and easements;
- (b) survey, (if desired by BUYER); and
- (c) Title Commitment and Owner's Policy.

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing. BUYER is exempt from ad valorem taxation. SELLER will pay all taxes determined to be legally due and payable by the County Tax Collector.

8. **ASSESSMENTS:** SELLER will provide any and all notices of pending or imminent assessments. Failure to disclose assessment notices becomes a breach of agreement and SELLER will be responsible to pay the full amount due.
9. **DEFECTS IN TITLE:** Prior to closing, BUYER will have a reasonable time to examine the title. If title is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition or may terminate this Agreement without obligation.
10. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations or encroachments as a title defect.
11. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental conditions unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition or BUYER may terminate this Agreement without obligation.
12. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER, to the best of SELLER'S knowledge, hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. To the best of SELLER'S knowledge, no hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER, to the best of SELLER'S knowledge, further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the Property in violation of applicable law or regulation, and that there are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. To the best of SELLER'S knowledge, there is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the Property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. To the best of SELLER'S knowledge, there are

no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property, and there is no evidence of release of hazardous materials onto or into the Property.

The SELLER, to the best of SELLER'S knowledge, also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

13. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. The BUYER'S written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns.

14. DATE AND LOCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before 60 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

15. ATTORNEYS' FEES: The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

16. REAL ESTATE BROKERS: SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

17. POSSESSION: SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

18. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

19. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

SELLER:

Jeremy W. Nelson
First Witness Signature

By: Darry D. Griebel 14/JULY/2015
Darry D. Griebel (DATE)

Jeremy W. Nelson
First Witness Printed Name

[Signature]
Second Witness Signature

Sabrina E. Kopfhauer
Second Witness Printed Name

LINDA DOGGETT, CLERK

BUYER:
LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIR

Approved as to form for the reliance of
Lee County only:

By: _____
Office of the County Attorney

PARCEL 214
 RIGHT OF WAY TAKE
 HOMESTEAD ROAD
 LEE COUNTY PROJECT NUMBER CN-06-17

THAT PORTION OF SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST,
 LEE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 5; THENCE SOUTH 02°23'19" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 1132.47 FEET TO STATION 136+85.57 ON THE SURVEY BASE LINE OF HOMESTEAD ROAD PER LEE COUNTY DEPARTMENT OF TRANSPORTATION PROJECT NUMBER CN-06-17; THENCE NORTH 45°16'10" WEST ALONG SAID SURVEY BASE LINE, A DISTANCE OF 779.28 FEET TO STATION 144+64.84 ON SAID SURVEY BASE LINE AND TO A POINT ON THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 948, PAGE 459 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE NORTH 44°39'43" EAST ALONG THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF SAID LANDS, A DISTANCE OF 43.98 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF SAID HOMESTEAD ROAD, BEING THE POINT OF BEGINNING;

THENCE NORTH 45°20'18" WEST ALONG SAID EXISTING RIGHT OF WAY LINE, A DISTANCE OF 75.07 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 948, PAGE 459 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE NORTH 44°39'43" EAST ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 4.00 FEET TO A POINT; THENCE SOUTH 45°20'17" EAST, A DISTANCE OF 75.07 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 948, PAGE 459; THENCE SOUTH 44°39'43" WEST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 300 SQUARE FEET, MORE OR LESS.

NOTE:

1. THIS SKETCH OF DESCRIPTION IS BASED UPON A RIGHT OF WAY CONTROL SURVEY AND RIGHT OF WAY MAP PREPARED FOR HOMESTEAD ROAD LEE COUNTY PROJECT NUMBER CN-06-17.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED BY:
 MCKIM & CREED, INC.

Thomas M. Halstead

THOMAS M. HALSTEAD (FOR THE FIRM LB 7917)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5770

PAGE 1 OF 2

THIS IS NOT A BOUNDARY SURVEY

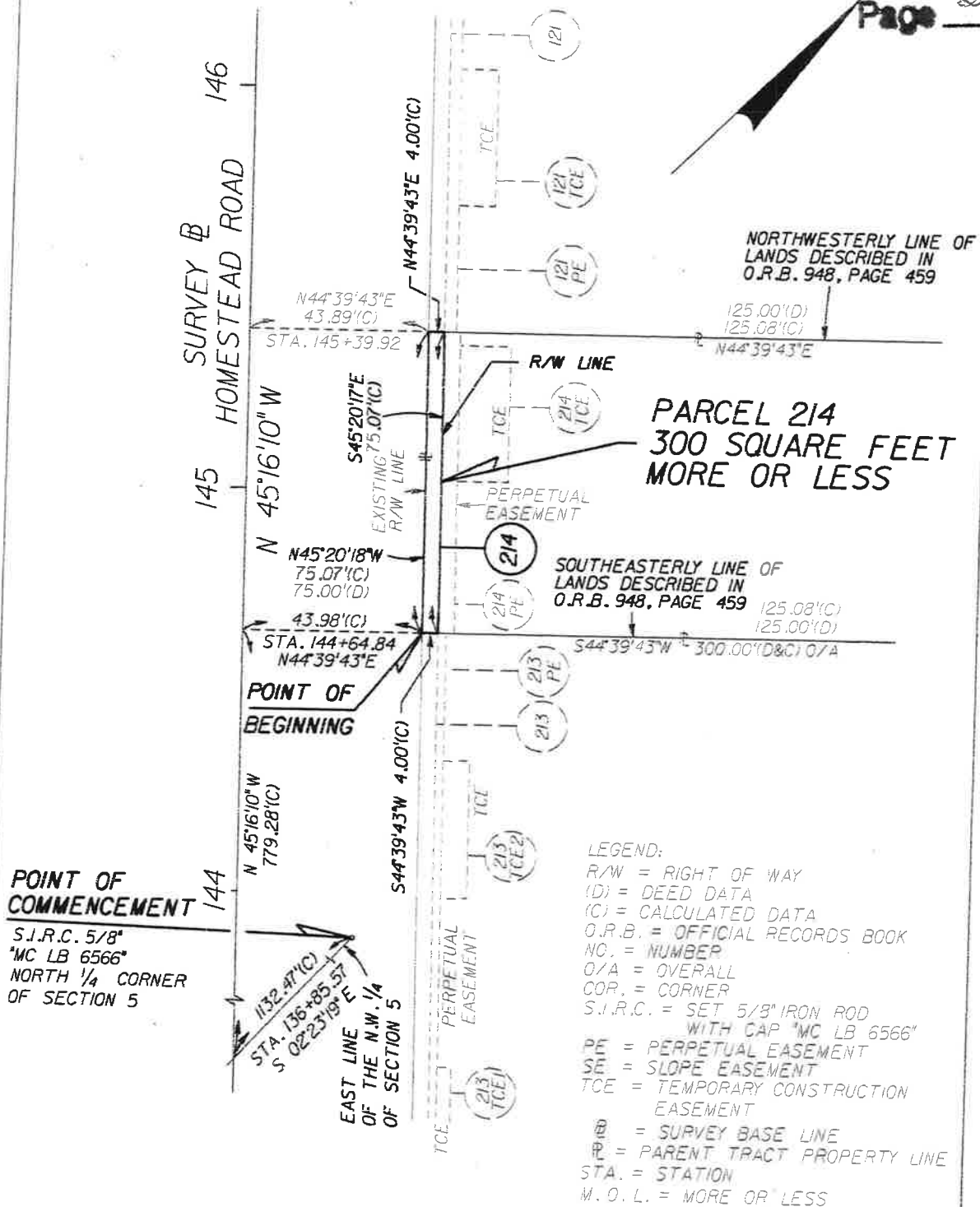
PROJECT NUMBER: 1183-0021	DESCRIPTION: SKETCH OF DESCRIPTION
DRAWN BY: WDM	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION
DATE: 04-20-2015	SEC-TWP-RGE: SEC 5, T 45 S, R 27 E
FILE: 214-1	COUNTY: LEE



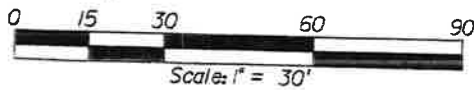
MCKIM & CREED

5701 Division Drive Suite A
 Fort Myers, FL 33905
 Phone: (239) 275-8875
 Fax: (239) 275-7029

Licensed Business
 No. 7917
 www.mckimcreed.com



LEGEND:
 R/W = RIGHT OF WAY
 (D) = DEED DATA
 (C) = CALCULATED DATA
 O.R.B. = OFFICIAL RECORDS BOOK
 NO. = NUMBER
 O/A = OVERALL
 COR. = CORNER
 S.I.R.C. = SET 5/8" IRON ROD WITH CAP "MC LB 6566"
 PE = PERPETUAL EASEMENT
 SE = SLOPE EASEMENT
 TCE = TEMPORARY CONSTRUCTION EASEMENT
 @ = SURVEY BASE LINE
 P = PARENT TRACT PROPERTY LINE
 STA. = STATION
 M.O.L. = MORE OR LESS



PAGE 2 OF 2
 THIS IS NOT A BOUNDARY SURVEY

PROJECT NUMBER: 1183-0021	DESCRIPTION: SKETCH OF DESCRIPTION
DRAWN BY: HOM	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION
DATE: 04-20-2015	SEC-TWP-RGE: SEC 5, T 45 S, R 27 E
	FILE: 214-2
	COUNTY: LEE

MCKIM & CREED
 5701 Division Drive, Suite A
 Fort Myers, FL 33905
 Phone: (239) 275-8875
 Fax: (239) 275-7029
 Licensed Business
 No. 7917
 www.mckimcreed.com

PARCEL 214
PERPETUAL EASEMENT
HOMESTEAD ROAD
LEE COUNTY PROJECT NUMBER CN-06-17

THAT PORTION OF SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST,
LEE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 5; THENCE
SOUTH 02°23'19" EAST ALONG THE EAST LINE OF THE NORTHWEST
1/4 OF SAID SECTION 5, A DISTANCE OF 1132.47 FEET TO STATION
136+85.57 ON THE SURVEY BASE LINE OF HOMESTEAD ROAD PER LEE
COUNTY DEPARTMENT OF TRANSPORTATION PROJECT NUMBER CN-06-17;
THENCE NORTH 45°16'10" WEST ALONG SAID SURVEY BASE LINE, A
DISTANCE OF 779.28 FEET TO STATION 144+64.84 ON SAID SURVEY
BASE LINE AND TO A POINT ON THE SOUTHWESTERLY EXTENSION OF THE
SOUTHEASTERLY LINE OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK
948, PAGE 459 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA;
THENCE NORTH 44°39'43" EAST ALONG THE SOUTHWESTERLY EXTENSION
AND THE SOUTHEASTERLY LINE OF SAID LANDS, A DISTANCE OF 47.98
FEET TO THE POINT OF BEGINNING;

THENCE NORTH 45°20'17" WEST, A DISTANCE OF 75.07 FEET TO A POINT
ON THE NORTHWESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS
BOOK 948, PAGE 459 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA;
THENCE NORTH 44°39'43" EAST ALONG SAID NORTHWESTERLY LINE, A
DISTANCE OF 4.00 FEET TO A POINT; THENCE SOUTH 45°20'17" EAST,
A DISTANCE OF 75.07 FEET TO A POINT ON THE SOUTHEASTERLY LINE
OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 948, PAGE 459;
THENCE SOUTH 44°39'43" WEST ALONG SAID SOUTHEASTERLY LINE, A
DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 300 SQUARE FEET, MORE OR LESS.

NOTE:

- 1. THIS SKETCH OF DESCRIPTION IS BASED UPON A RIGHT OF WAY CONTROL
SURVEY AND RIGHT OF WAY MAP PREPARED FOR HOMESTEAD ROAD LEE COUNTY
PROJECT NUMBER CN-06-17.

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.

PREPARED BY:
MCKIM & CREED, INC.

Thomas M. Halstead

THOMAS M. HALSTEAD (FOR THE FIRM LB 7917)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5770

PAGE 1 OF 2

THIS IS NOT A BOUNDARY SURVEY

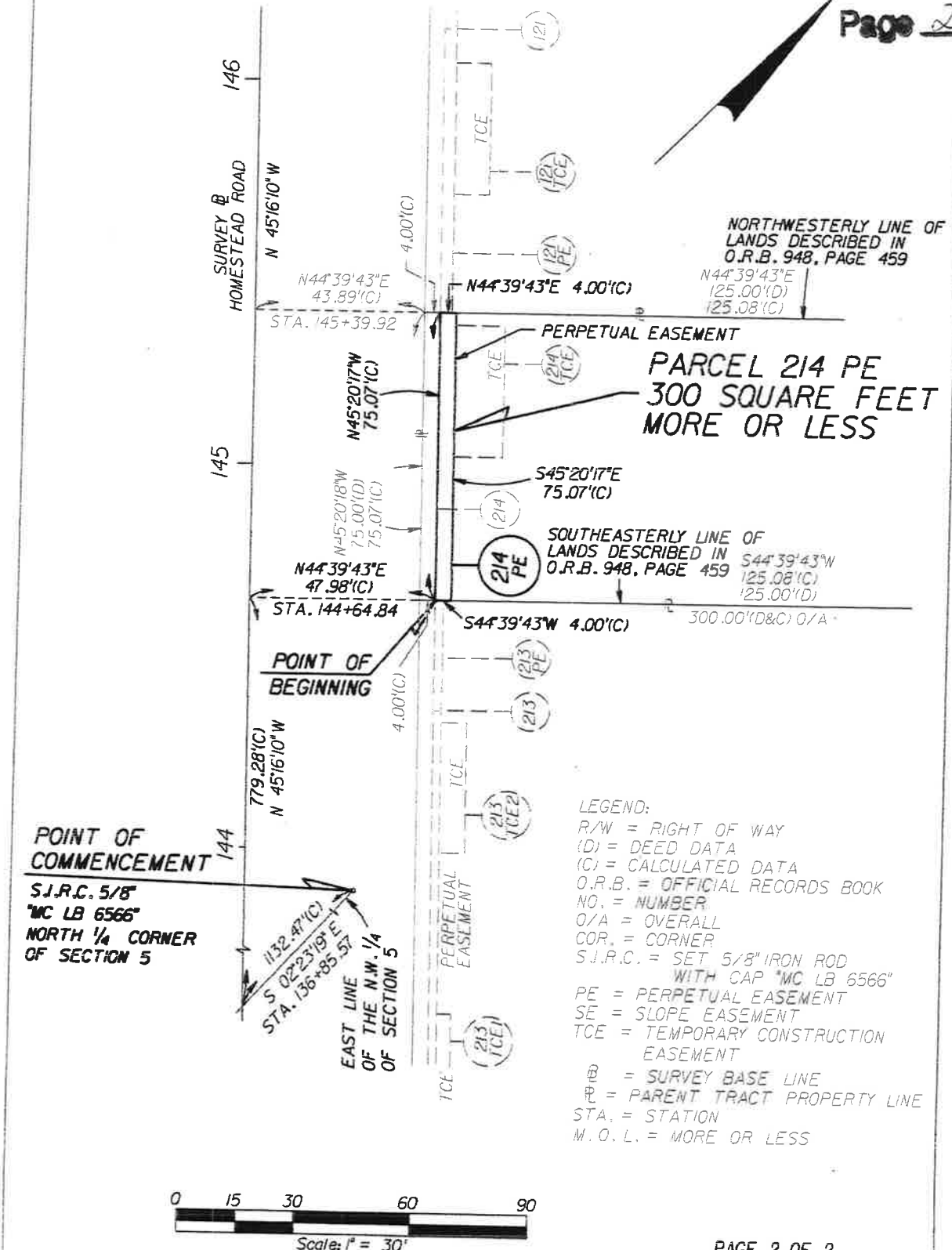
PROJECT NUMBER: 1183-0021	DESCRIPTION: SKETCH OF DESCRIPTION
DRAWN BY: WDM	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION
DATE: 04-20-2015	SEC-TWP-RGE: SEC 5, T 45 S, R 27 E
	FILE: 214-PE-1
	COUNTY: LEE



MCKIM & CREED

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Fax: (239) 275-7629

Licensed Business
No. 7917
www.mckimcreed.com



PAGE 2 OF 2
THIS IS NOT A BOUNDARY SURVEY

PROJECT NUMBER: 183-2021	DESCRIPTION: SKETCH OF DESCRIPTION
DRAWN BY: MDM	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION
DATE: 04-20-2015	SEC-TWP-RQE: SEC 5, T 45 S, R 27 E
FILE: 214-PE-2	COUNTY: LEE

MCKIM & CREED
 5701 Division Drive Suite A
 Fort Myers, FL 33905
 Phone: (239) 275-8875
 Fax: (239) 275-7029
 Licensed Business No. 7917
 www.mckimcreed.com

Project No.: 5063/Homestead Road Widening
Parcel No.: 214-TCE/Griebel
STRAP No.: Part of 05-45-27-00-00010.0040

Exhibit "C"
(Page 1 of 1)

A Tract or Parcel of land located in Section 5, Township 45 South, Range 27 East, Lee County, Florida and being more particularly described as the Easterly 12.5 feet of the Westerly 20.5 feet of the following described property:

Beginning at the Northwest corner of Section 5, Township 45 South, Range 27 East; thence North 89°-15'-13" East along the North line of Section 5, Township 45 South, Range 27 East a distance of 1,632.74 feet to the Northeasterly right-of-way line of Homestead Road; thence along said right-of-way line of Homestead Road South 45°-10'-13" East, a distance of 686.88 feet to the Point of Beginning of a tract of land herein described; thence North 44°-49'-47" East, a distance of 125.00 feet; thence South 45°-10'-13" East a distance of 75.00 feet; thence South 44°-49'-47" West, a distance of 125.00 feet to the Northeasterly right-of-way line of Homestead Road; thence along same North 45°-10'-13" West, a distance of 75.00 feet to the Point of Beginning, said tract of land containing 0.215 acres, more or less.

Said Parcel 214-TCE being parallel with and eight feet easterly of the Homestead Road right of way.

This instrument prepared by:
Lee County – County Lands Department
Post Office Box 398
Fort Myers, Florida 33902-0398

Parcel No.: 214-PE
Project No.: 5063/Homestead Road Widening
STRAP No.: Part of 05-45-27-00-00010.0040

GRANT OF PERPETUAL SLOPE EASEMENT

This INDENTURE, made and entered into this _____ day of _____, 20____, between **Darry D. Griebel**, whose address is 16 Homestead Road, Lehigh Acres, FL 33936 herein referred to as the Grantor, and **Lee County, a political subdivision of the State of Florida**, whose mailing address is P.O. Box 398, Fort Myers, Florida 33902-0398 herein referred to as the Grantee.

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a perpetual slope easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "A" ("Easement Area").
2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, fill, replace, repair, remove, extend, and maintain a slope easement in the Easement Area to support, reinforce, and stabilize the adjacent public roadway.
3. The improvements that may be placed within the Easement Area for roadway slope purposes are not limited to a particular type, style, material or design. These improvements may include the use of foliage.
4. Title to the improvements constructed by the Grantee within the Easement Area will remain in the Grantee, it's successors or assigns.
5. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant they are lawfully seized and possessed of the real property described in Exhibit "A", have good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this easement and the quiet possession thereof against all claims and demands of all other entities.

6. Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the Easement Area on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon resulting from Grantee's use of this access right will be restored by the Grantee, to the condition in which it existed prior to the damage.

7. Grantee has the right and authority to remove and dispose of dirt, rocks and vegetation within the Easement Area.

8. This Easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, Grantor, has caused this document to be signed on the date first above written.

Signed, sealed and delivered in presence of two separate witnesses:

GRANTOR:

1st Witness Signature

By: _____
Darry D. Griebel

Printed Name of 1st Witness

2nd Witness Signature

Printed Name of 2nd Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by Darry D. Griebel. He is personally known to me or has produced a as identification.

SEAL

(Signature of Notary Public)

(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

This instrument prepared by:
Lee County – County Lands Department
Post Office Box 398
Fort Myers, Florida 33902-0398

Exhibit "E"

Page 1 of 2

Project No.: 5063/Homestead Road Widening
Parcel No.: 214-TCE
Part of STRAP No.: 05-45-27-00-00010.0040

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20___, between **Darry D. Griebel**, whose address is 16 Homestead Road, Lehigh Acres, Florida 33936 hereinafter referred to as GRANTOR, and **Lee County, a political subdivision of the State of Florida**, whose address is Post Office Box 398, Fort Myers, Florida 33902, hereinafter referred to as GRANTEE.

GRANTOR is the owner of the lands described in attached Exhibit "A" ("Easement Area") and has the power to grant the GRANTEE a temporary interest in these lands.

GRANTOR, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, permission to enter upon the Easement Area, for the purpose of ingress and egress by workmen, machinery and vehicles, as necessary for the construction of driveway connection improvements in accordance with the design of the Homestead Road Widening Project No. 5063.

GRANTEE has the right to enter upon the Easement Area at reasonable times with the necessary equipment, personnel and vehicles in order to exercise the rights granted. GRANTEE's exercise of its rights may not unreasonably interfere with GRANTOR's use of the property.

All rights granted to the GRANTEE by this Agreement commence upon conveyance of the temporary construction easement and terminate at the project completion date or after three years, whichever occurs first, unless extended by a written agreement between the parties. The GRANTEE has the right and authority to remove and dispose of dirt, rocks and vegetation within the Easement Area.

GRANTEE will restore the Easement Area to a safe and aesthetic condition. The completed work includes restoring or replacing sod and landscaping.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

Signed, sealed and delivered in presence of two separate witnesses:

GRANTOR:

1st Witness Signature

By: Darry D. Griebel

Printed Name of 1st Witness

2nd Witness Signature

Printed Name of 2nd Witness

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this day of 20, by Darry D. Griebel, He is personally known to me or has produced a as identification.

SEAL

(Signature of Notary Public)

(Name typed, printed or stamped) (Title or Rank) (Serial Number, if any)

ATTEST: LINDA DOGGETT, CLERK

ACCEPTED ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS LEE COUNTY, FLORIDA

By: Deputy Clerk

By: County Administrator

Date

Approved as to form for the reliance of Lee County only:

By: Office of County Attorney

This instrument prepared by:
Lee County – County Lands Department
Post Office Box 398
Fort Myers, Florida 33902-0398

Project No.: 5063/Homestead Road Widening
Parcel No.: 214-TCE
Part of STRAP No.: 05-45-27-00-00010.0040



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 14 day of JULY, 2015, between **Darry D. Griebel**, whose address is 16 Homestead Road, Lehigh Acres, Florida 33936 hereinafter referred to as GRANTOR, and **Lee County, a political subdivision of the State of Florida**, whose address is Post Office Box 398, Fort Myers, Florida 33902, hereinafter referred to as GRANTEE.

GRANTOR is the owner of the lands described in attached Exhibit "A" ("Easement Area") and has the power to grant the GRANTEE a temporary interest in these lands.

GRANTOR, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, permission to enter upon the Easement Area, for the purpose of ingress and egress by workmen, machinery and vehicles, as necessary for the construction of driveway connection improvements in accordance with the design of the Homestead Road Widening Project No. 5063.

GRANTEE has the right to enter upon the Easement Area at reasonable times with the necessary equipment, personnel and vehicles in order to exercise the rights granted. GRANTEE's exercise of its rights may not unreasonably interfere with GRANTOR's use of the property.

All rights granted to the GRANTEE by this Agreement commence upon conveyance of the temporary construction easement and terminate at the project completion date or after three years, whichever occurs first, unless extended by a written agreement between the parties. The GRANTEE has the right and authority to remove and dispose of dirt, rocks and vegetation within the Easement Area.

GRANTEE will restore the Easement Area to a safe and aesthetic condition. The completed work includes restoring or replacing sod and landscaping.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

Signed, sealed and delivered in presence of two separate witnesses:

[Signature]
1st Witness Signature

Jeremy W. Nelson
Printed Name of 1st Witness

[Signature]
2nd Witness Signature

Barbara Gonzalez
Printed Name of 2nd Witness

GRANTOR:

By: [Signature]
Darry D. Griebel
FLDL Signature only.



STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 14th day of July, 2015, by Darry D. Griebel, He is personally known to me or has produced a Darry D. Griebel as identification.

[Signature]
(Signature of Notary Public)

SEAL

(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

ACCEPTED ON BEHALF OF THE
BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
County Administrator

Date

Approved as to form for the reliance of
Lee County only:

By: _____
Office of County Attorney

Project No.: 5063/Homestead Road Widening
Parcel No.: 214-TCE/Griebel
STRAP No.: Part of 05-45-27-00-00010.0040

Exhibit "A"
(Page 1 of 1)

A Tract or Parcel of land located in Section 5, Township 45 South, Range 27 East, Lee County, Florida and being more particularly described as the Easterly 12.5 feet of the Westerly 20.5 feet of the following described property:

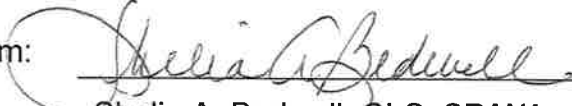
Beginning at the Northwest corner of Section 5, Township 45 South, Range 27 East; thence North 89°-15'-13" East along the North line of Section 5, Township 45 South, Range 27 East a distance of 1,632.74 feet to the Northeasterly right-of-way line of Homestead Road; thence along said right-of-way line of Homestead Road South 45°-10'-13" East, a distance of 686.88 feet to the Point of Beginning of a tract of land herein described; thence North 44°-49'-47" East, a distance of 125.00 feet; thence South 45°-10'-13" East a distance of 75.00 feet; thence South 44°-49'-47" West, a distance of 125.00 feet to the Northeasterly right-of-way line of Homestead Road; thence along same North 45°-10'-13" West, a distance of 75.00 feet to the Point of Beginning, said tract of land containing 0.215 acres, more or less.

Said Parcel 214-TCE being parallel with and eight feet easterly of the Homestead Road right of way.

Department of County Lands

3rd Updated In House Title Search
Search No. 05-45-27-00-00010.0040
Date: April 24, 2015
Parcel: 214
Project: Homestead Road Widening,
#5063

To: J. Keith Gomez, SRWA
Property Acquisition Agent

From: 
Shelia A. Bedwell, CLS, SRWA
Real Estate Title Examiner

STRAP: 05-45-27-00-00010.0040

This search covers the period of time from January 1, 1940, at 8:00 a.m. to April 15, 2015, at 5:00 p.m.

Subject Property: See attached legal description.

Title to the subject property is vested in the following:

Darry D. Griebel

By Marriage Settlement Agreement between Darry D. Griebel and Mary Lou H. Griebel, attached to Final Judgment of Dissolution of Marriage that certain instrument dated June 18, 1991, recorded June 20, 1991, in Official Record Book 2228, Page 3995, Public Records of Lee County, Florida.

Subject to:

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
2. Lee County Ordinances relating to garbage and solid waste collection recorded in Official Record Book 2189, Pages 3281 and 3334, Public Records of Lee County, Florida.

Tax Status: Taxes for 2014 are delinquent in the current amount of \$1,990.27; property is assessed at \$108,970 for 2014.

(The end user of this report is responsible for verifying tax and/or assessment information.)

The Department of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

Department of County Lands

3rd Updated In House Title Search
Search No. 05-45-27-00-00010.0040
Date: April 24, 2015
Parcel: 214
Project: Homestead Road Widening,
#5063

Subject Property

Beginning at the Northwest corner of Section 5, Township 45 South, Range 27 East; thence North 89°-15'-13" East along the North line of Section 5, Township 45 South, Range 27 East a distance of 1,632.74 feet to the Northeasterly right-of-way line of Homestead Road; thence along said right-of-way line of Homestead Road South 45°-10'-13" East, a distance of 686.88 feet to the Point of Beginning of a tract of land herein described; thence North 44°-49'-47" East, a distance of 125.00 feet; thence South 45°-10'-13" East a distance of 75.00 feet; thence South 44°-49'-47" West, a distance of 125.00 feet to the Northeasterly right-of-way line of Homestead Road; thence along same North 45°-10'-13" West, a distance of 75.00 feet to the Point of Beginning, said tract of land containing 0.215 acres, more or less.

Homestead Road Project 5063

Parcels 214, 214-PE, 214-TCE Subject Area



Blue Sheet No. 20150443	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 8
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TITLE:

Commence negotiations for Parcel 397-2, Conservation 20/20 Program.

ACTION REQUESTED:

Authorize commencement of negotiations for Parcel 397-2 Conservation 20/20.

FUNDING:

No specific funding is required for this request.

Conservation 20/20 Acquisition Fund: 30103 Program: 20 CIP: Project: 8800

WHAT ACTION ACCOMPLISHES:

Implements the recommendation of the Conservation Land Acquisition and Stewardship Advisory Committee (CLASAC) for Staff to pursue the acquisition of Parcel 397-2, containing approximately 0.3 acre of environmentally sensitive land located on Cayo Costa Island - STRAP Numbers: 07-44-21-01-00005.0090 and .010A. Seller's asking price is \$29,000 for two residential lots (\$96,667 /acre), which staff considers to be high. Seller indicates willingness to negotiate.

MANAGEMENT RECOMMENDATION:

At the will of the Board.

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input checked="" type="checkbox"/> Ordinance 13-09; 05-17; 15-08 <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: Department: COUNTY LANDS Division: No Divisions By: Karen Wells

Background:

The CLASAC recommends that Conservation 20/20 Nomination 397-2 be pursued for acquisition.

The asking price is \$29,000 (\$96,667 per acre). Staff considers the asking price to be high. An independent fee appraisal will be obtained prior to commencing negotiations.

5-Year Sales History: None

Attachments:

1. Location map
2. Environmental attributes report


Required Review:					
Karen Wells	Lori Borman	Peter Winton	John J. Fredyma	Peter Winton	
COUNTY LANDS	Budget Analyst	Budget Services	County Attorney	County Manager	

CONSERVATION 20/20 #397-2

Revised November 21, 2012

NOMINATION #397-2
07-44-21-01-00005.0090
Approximate Acreage: 0.3

Conservation 20/20

 SUBJECT - UNDER REVIEW


NOMINATIONS

 ACQUIRED

 UNDER NEGOTIATION

 UNDER REVIEW

 WITHDRAWN

 Existing Other Conservation Lands

 Conservation Easement

 Mitigation Land

 **LEE COUNTY**
SOUTHWEST FLORIDA
Division of County Lands



0 1,000 2,000 Feet

Photography: Pictometry International, February 2012

THIS IS NOT A SURVEY.
THE COUNTY LANDS DIVISION HAS PREPARED THIS MAP FOR
INFORMATIONAL PURPOSES ONLY. DETAILS SHOWN MAY BE
UNOFFICIAL DETERMINATIONS AND MAY NOT BE ACCOMPANIED
BY WARRANTY OR GUARANTEE. WHILE THE DIVISION HAS MADE
EVERY EFFORT TO PROVIDE THE CORRECT INFORMATION,
INDEPENDENT VERIFICATION MAY BE REQUIRED.

Revised November 21, 2012

**CONSERVATION 20/20 PROGRAM
SECONDARY REVIEW**

**Cayo Costa Island
0.3 Acres (2 residential lots)
STRAP# 07-44-21-01-00005.0090; -.010A**

NOMINATION # 397-2

CRITERIA		SCORE		COMMENTS
A. SIZE AND LOCATION				
1.	Size of Property			
	a. ≥ 500 acres	6		
	b. 400 to < 500 acres	5		
	c. 300 to <400 acres	4		
	d. 200 to <300 acres	3		
	e. 100 to <200 acres	2		
	f. 50 to <100 acres	1		
	g. < 50 acres	0	0	0.3 acre (2 residential lots)
2.	Contiguous to:			
	a. Coastal waters/other sovereignty submerged lands	4	4	
	b. Existing preserve area, c.e., wma or refuge	4	4	
	c. Preserve areas officially proposed for acquisition Within a mitigation area as depicted on the Master Mitigation	2	0	
3.	Plan map	4	0	
B. HABITAT FOR PLANTS AND ANIMALS				
1.	Native Plant Cover			
	a. ≥ 75 % of the property has native plant cover	8	8	
	b. 50% to < 75% has native plant cover	4		
	c. 25% to <50% has native plant cover	2		
	d. < 25% has native plant cover	0		
2.	Significant for wide-ranging species Panther Habitat, wetlands, ponds, grass lands, etc.	2	0	
3.	Rare and Unique Uplands (Maximum 2 points)			
	a. Scrub, hammock, old growth pine	2	2	
	b. Mature, second growth pine flatwoods	1	0	Maritime hammock
4.	Diversity			
	a. 5 or more FLUCFCS native plant community categories	2		
	b. 3 or 4 FLUCFCS native plant community categories	1		
	c. 2 or less FLUCFCS native plant community categories	0	0	

**CONSERVATION 20/20 PROGRAM
SECONDARY REVIEW**

**Cayo Costa Island
0.3 Acres (2 residential lots)
STRAP# 07-44-21-01-00005.0090; -.010A**

NOMINATION # 397-2

C. SIGNIFICANCE FOR WATER RESOURCES						
	1. Serves or can serve as flow-way					
	a.	Site contains a primary flow-way, creek, river, wetland corridor, large contributing watershed; possibly identified in the Lee County Surface Water Master Plan, South Lee County Study, or by staff	4			
	b.	Site contains flow-way, through tributary, medium size watershed, or just a portion of system/one side of conveyance, may not be identified in study	3			
	c.	Same as b., smaller watershed, not as defined, disconnected	2			
	d.	Site conveys runoff, minimal area	1	1	Site does not contain a flow way, but being that it is on a barrier island may convey minimal runoff.	
	e.	Site provides no conveyance of surface water	0			
	f.	Add 2 points if conveyance is natural (not man-made)	+2			
	2. Strategic to Flood Management					
	a.	Well defined flood-way within parcel, possibly identified in FEMA or other study, both sides of conveyance, large upstream area, protection from encroachment critical or known flooding history	4	4		
	b.	Same as a., portion of floodway (one side) or within floodplain	3			
	c.	Medium size watershed, need for floodplain protection, possibly serves as an outfall for a road or development	2			
	d.	Small watershed, minimal flooding	1			
	e.	No significant flood issues	0		Identified as a FEMA high hazard flood zone currently	
	3. Protect a water supply source.					
	a.	Parcel is within area designated high potential productivity of the Water Table, Sandstone or Tamiami Aquifer and also within area of current or proposed wellfield development	2			
	b.	Not within above mentioned zones, but advantageous due to proximity to existing water supply facilities or identified as potential water storage area	1			
	c.	No recharge or potential water supply opportunities	0	0		
	4. Offset Damage to or Enhance Water Quality.					
	a.	Presence of wetland, retention, or lake that is currently providing water quality benefits	2			
	b.	Same as a., but achieved through some alterations to existing site or very limited in contributing watershed	1		Parcel is upland and does not create water quality benefits in its natural state.	
	c.	No existing or potential water quality benefits	0	0		

**CONSERVATION 20/20 PROGRAM
SECONDARY REVIEW**

**Cayo Costa Island
0.3 Acres (2 residential lots)
STRAP# 07-44-21-01-00005.0090; -.010A**

NOMINATION # 397-2

D. LAND MANAGEMENT/RECREATION/PLANNED LAND USE					
1.	Good Access for Public Use and Land Management				
	Parcel can be accessed from a freeway, expressway, arterial street, or major collector	3			
	Parcel can be accessed from a minor collector or local street	2			
	Parcel can be accessed from a privately-maintained road that is dedicated for public use	1			
	Parcel can only be accessed by a private road or does not have physical or legal access	0	0		
2.	Recreation/Eco-Tourism Potential				
	Score depends upon the variety or uniqueness of potential public uses. Examples of appropriate public uses include paddling sports, fishing, hiking, equestrian, mountain biking, photography, nature study, and environmental education about native plants and animals, eco-archaeological resources, land restoration, etc.	0-2	0		
3.	Land Manageability				
	75% or greater of the perimeter of site is surrounded by low impact land uses	3	3		
	50%-75% of the perimeter of site is surrounded by low impact land uses	2			
	25%-50% of the perimeter of site is surrounded by low impact land uses	1			
	Less than 25% of the perimeter of the site is surrounded by low impact land uses	0			
4.	Development Status (Maximum 4 points)				
a.	The Parcel is Approved for Development or is Exempt from Clearing Regulations	4	4		According to a 2004 MUD, a single family residence would be allowed on each lot.
b.	The Parcel is Zoned for Intensive Use	2	0		AG-2.
c.	Future Land Use Map: Intensive Land Use Category	1	0		Outer Islands
TOTAL POINTS			30	<i>Maximum Points = 60</i>	
Staff Comments: The staff analysis is that the asking price of \$29,000 for 2 residential lots or 0.3 acre (\$96,667 per acre) is high. Owner is willing to negotiate. Note: Asking price started at \$160,000 and has been reduced 5 times to current price.					
RECOMMENDATIONS					
11-Jun-15	Criteria and Ranking Subcommittee: Pursue for acquisition by unanimous vote				
11-Jun-15	CLASAC: Pursue for acquisition by unanimous vote				

Blue Sheet No. 20150444	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 9
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TITLE:
Approve reconveyance of easement located in Section 4, Township 48 South, Range 25 East, in Bonita Springs

ACTION REQUESTED:
A) Approve re-conveyance of an Access Road Easement Grant located in Section 4, Township 48 South, Range 25 East, in the City of Bonita Springs, further identified as a part of STRAP No. 04-48-25-B1-00011.0000;
B) Authorize Chairman to execute the County Deed;
C) Authorize County Lands Division to handle all documentation necessary to complete transaction.

FUNDING:
No funding is required.

WHAT ACTION ACCOMPLISHES:
Approve reconveyance of an easement not being utilized for the intended purpose back to the fee simple owner of the property, 3725 Bonita, LLC, a Florida Limited Liability Company, in Section 4, Township 48 South, Range 25 East, in the City of Bonita Springs.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute Chapter 255.22 Florida Statutes <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: Department: COUNTY LANDS Division: No Divisions By: Karen Wells

Background:
The subject Access Road Easement Grant was recorded October 26, 1989 in Official Record Book 2105, Page 1642, Public Records of Lee County, Florida. 3725 Bonita, LLC, a Florida Limited Liability Company, the present owner of the underlying fee simple interest in the property identified as part of STRAP Number 04-48-25-B1-00011.0000 is requesting this easement be reconveyed.

Florida Statutes §255.22 authorizes the County to reconvey property donated for a specific purpose if a request is received from an adjacent (underlying) owner, and the County has not used the property for the intended purpose for a period of 60 consecutive months. County staff reviewed this request and determined the easement has not been used by Lee County, nor are there any future plans to use this easement by the County or the City of Bonita Springs. Therefore, the statutory requirements for

Required Review:					
Karen Wells	Randy Cerchie	John J. Fredyma	Thelma Davis	Peter Winton	Peter Winton
COUNTY LANDS	DOT/ADMINISTRATI ON	County Attorney	Budget Analyst	Budget Services	County Manager

reconveyance have been met.

Attachments:

1. County Deed
2. Title Information
3. Letter from Owner's Attorney
4. Location Map

This Instrument Prepared by:

Lee County
Department of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

ORIGINAL

Part of STRAP No. 04-48-25-B1-00011.0000

THIS SPACE FOR RECORDING

COUNTY DEED
(Statutory)

THIS DEED is given this ____ day of _____, 2015, by **LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 ("*County*" or *Grantor*"), to **3725 BONITA, LLC**, a Florida Limited Liability Company, whose address is P.O. Box 10608, Naples, FL 34101 ("*Grantee*").

For and in consideration of the sum of Ten and xx/1000 Dollars (\$10.00) to it in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, the County grants and conveys to the Grantee, its heirs and assigns forever, all right, title and interest in an Access Road Easement Grant given to the County by David C. Jones, Jr. and Irene C. Jones, dated August 23, 1989, and recorded in the Public Records of Lee County, Florida, on October 26, 1989, in Official Records (O.R.) Book 2105, Page 1642, which aforesaid easement is more particularly described in attached Exhibit "A".

This deed conveys only the interest of the County and its Board of County Commissioners in that certain Access Road Easement Grant in attached Exhibit "A" and does not warrant the title or represent any state of facts concerning the title.

IN WITNESS WHEREOF, the County has caused this County Deed to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said Board, the day and year first written above.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____

BY: _____
[Signature]

[Type or Print Name]
Deputy Clerk

[Type or print name]
Chair / Vice-Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: _____
Office of the County Attorney
Assistant County Attorney

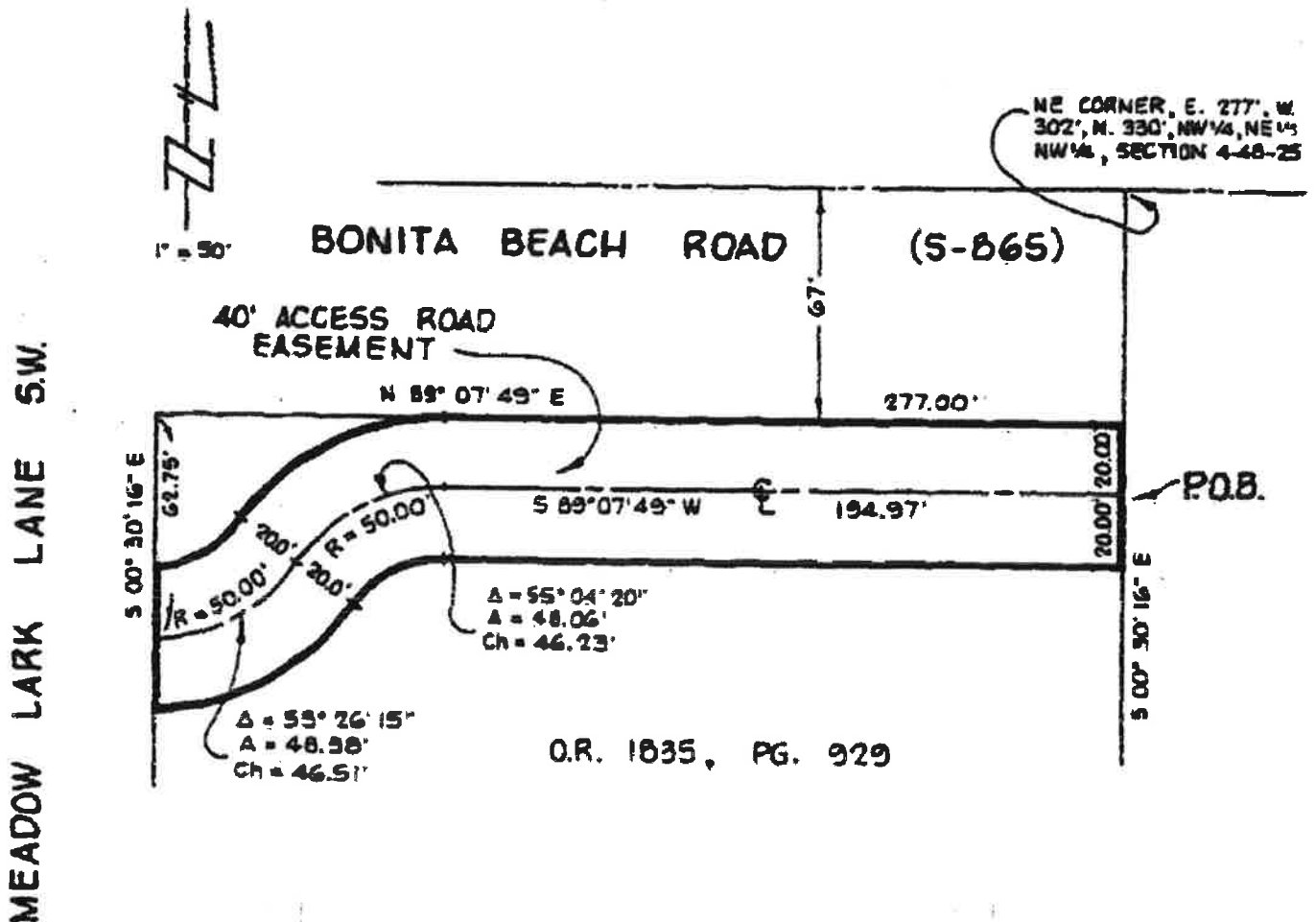
EXHIBIT "A"

Part of STRAP No. 04-48-25-B1-00011.0000

LEGAL DESCRIPTION

A 40 FOOT ACCESS ROAD EASEMENT ACROSS PART OF THE EAST 277 FEET OF THE WEST 302 FEET OF THE NORTH 330 FEET OF THE NORTHWEST QUARTER, OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 48 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 67 FEET FOR THE STATE ROAD RIGHT-OF-WAY, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LANDS; THENCE S 00°30'16" E (BASIS OF BEARINGS BEING STATE ROAD RIGHT-OF-WAY MAPS FOR S-865/BONITA BEACH ROAD) ALONG THE EAST BOUNDARY LINE OF SAID LANDS FOR 20.00 FEET TO THE CENTERLINE AND THE BEGINNING OF HEREIN DESCRIBED EASEMENT; THENCE S 89°07'49" W PARALLEL WITH AND 20.00 FEET FROM THE SOUTH RIGHT-OF-WAY LINE OF BONITA BEACH ROAD FOR 194.97 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, RADIUS 50.00 FEET, CENTRAL ANGLE 55°04'20", FOR 48.06 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, RADIUS 50.00 FEET, CENTRAL ANGLE 55°26'15", FOR 48.38 FEET TO A POINT ON THE WEST BOUNDARY OF THE AFORESAID LANDS, BEING S 00°30'16" E, 62.75 FEET ALONG SAID WEST BOUNDARY FROM THE NORTHWEST CORNER OF SAID LANDS BEING THE TERMINATION OF THE HEREIN DESCRIBED EASEMENT. THE SIDE LINES OF SAID EASEMENT TO BE PROLONGED OR SHORTENED TO TERMINATE AT THE BOUNDARIES OF THE AFORESAID LANDS.



Bradley W. Butcher, Esq. †
Tammy R. Page, Esq.
Bryan R. Findley, Esq.



John M. Morgan, Esq.
Of Counsel

† Admitted in Michigan and Florida

Butcher & Associates, P.L.
Attorneys at Law

Direct: (239) 322-1664
Fax: (239) 322-1665
Email: brf@b-a-law.com

Deraignment of Title

3725 Bonita Beach Rd., SW, Bonita Springs, FL 34134
Strap No: 04-48-25-B1-00011.0000

David C. Jones, individually and as Trustee conveyed his interest to David C. Jones, Jr. and Irene C. Jones, husband and wife, as an estate by the entirety, by Warranty Deed dated March 17, 1986 and recorded on March 19, 1986 in the Official Records of Lee County as Book 1835, Page 929.

On August 23rd, David C. Jones Jr. and Irene C. Jones granted the easement at issue by virtue of an Access Road Easement Grant to Lee County, for nominal consideration, dated August 23, 1989 and recorded on October 26, 1989 at Official Records Book 2105, Page 1642 in the Official Records of Lee County.

David C. Jones and Irene C. Jones, husband and wife, conveyed their interest to David C. Jones, Jr., Trustee of the David C. Jones, Jr., Revocable Living Trust Dtd 05/08/92, and Irene Cole Jones, Trustee of the Irene Cole Jones Revocable Living Trust Dtd 05/08/95 as tenants in common by Fee Simple Deed dated April 29, 1993 and recorded on May 17, 1993 in the Official Records of Lee County as Book 2387, Page 4175.

Irene C. Jones, as Trustee of the Irene C. Jones Revocable Living Trust dated May 8, 1992; David C. Jones, Jr., individually and as Trustee by Irene C. Jones, his attorney-in-fact; Willet E. Wentzel, Jr., as Successor Trustee of the David C. Jones, Jr. Revocable Living Trust dated May 8, 1992; and Terence L. Fitzgerald, as Successor Trustee of the David C. Jones Declaration of Trust dated September 28, 1976 conveyed their interest to Beachway Development, Inc., a Florida Corporation, by Trustee's Deed on March 10th, 2004 and recorded on April 5, 2004 in the Official Records of Lee County as Instrument number 6208648 at Book 4246, Page 1559.

The Clerk of the Circuit Court of Lee County and Beachway Development, Inc. conveyed their interest to Distressed Capital III, LLC by a Certificate of Title dated November 20, 2012 and recorded on November 21, 2012 in the Official Records of Lee County, Florida as instrument number 2012000255614. The

Distressed Capital III, LLC conveyed its interest to 3725 Bonita, LLC by Warranty Deed on December 12, 2013 and recorded on December 16, 2013 in the Official Records of Lee County as instrument number 2013000278081.

6830 Porto Fino Circle Ste. 2
Fort Myers, Florida 33912

Bradley W. Butcher, Esq.†
Tammy R. Page, Esq.
Bryan R. Findley, Esq.



John M. Morgan, Esq.
Of Counsel

† Admitted in Michigan and Florida

Butcher & Associates, P.L.
Attorneys at Law

Direct: (239) 322-1664
Fax: (239) 322-1665
Email: brf@b-a-law.com

June 11, 2015

Robert Clemens
Lands Acquisition Manager
Lee County Department of County Lands
P.O. Box 398
Fort Myers, FL 33902

Re: Request for Reconveyance – Fla. Stat. § 255.22
3725 Bonita Beach Rd., SW, Bonita Springs, FL 34134
Strap No: 04-48-25-B1-00011.0000

Via: E-Mail: CLEMENRG@leegov.com
First Class U.S. Mail

Dear Mr. Clemens,

This firm and the undersigned represents 3725 Bonita, LLC (the “Client”), owner of 3725 Bonita Beach Rd., SW, Bonita Springs, FL 34134, Strap No: 04-48-25-B1-00011.0000 (the “Real Property”). After having a chance to discuss matters with John Fredyma, Senior Assistant County Attorney, I write to you today to deliver my Client’s request for a reconveyance of a certain access road easement granted to Lee County located on the Real Property.

Enclosed, you will find the following documents:

- 1) Copy of Lee County Tax Collector Online record showing all taxes paid.
- 2) A copy of the Instrument granting the Access Road Easement, recorded in the Official Records of Lee County on October 26, 1989 at Official Records Book 2105, Page 1642
- 3) Copy of Warranty Deed, recorded in the Official Records of Lee County on December 16, 2013 as Instrument number 2013000278081
- 4) A surveyor’s sketch of the Easement as it sits currently.
- 5) Copy of map with surveyor’s cross hatch.
- 6) Copies of Letters of Review and Recommendation from the following parties:
 - a. Florida Power and Light Company – April 30, 2015
 - b. Comcast – August 13, 2014
 - c. CenturyLink – August 8, 2014

6830 Porto Fino Circle Ste. 2
Fort Myers, Florida 33912

Bradley W. Butcher, Esq. †
Tammy R. Page, Esq.
Bryan R. Findley, Esq.



John M. Morgan, Esq.
Of Counsel

† Admitted in Michigan and Florida

Butcher & Associates, P.L.
Attorneys at Law

Direct: (239) 322-1664
Fax: (239) 322-1665
Email: brf@b-a-law.com

- d. Lee County Division of Natural Resources – August 4, 2014
- e. Florida Department of Transportation – August 4, 2014
- f. Lee County Department of Transportation – August 8, 2014
- g. City of Bonita Springs, Department of Public Works – June 8, 2015

In addition to these documents, I have personally reviewed the chain of title from the original conveyance of the easement to Lee County. From that conveyance and through those indicated in the deraignment of title located on the following page, my Client is the successor-in-title to the property from which the subject easement was derived. Further, the County has not used the property for the purposes described in the original conveyance for a period of greater than sixty (60) consecutive months. The location of the Access Easement at issue currently sits in a parking lot constructed on the Real Property.

My Client respectfully requests that you or the appropriate person in your department review its proposal to reconvey the easement at issue, pursuant to Fla. Stat. § 255.22. Should the proposal be acceptable, please advise as to the next steps necessary to facilitate the reconveyance.

Sincerely,



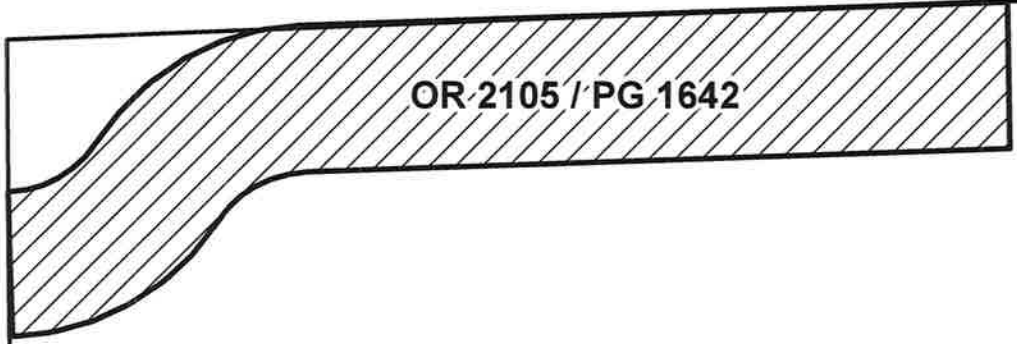
Bryan R. Findley
BRF/brf

Enclosures

6830 Porto Fino Circle Ste. 2
Fort Myers, Florida 33912

BONITA BEACH RD SW

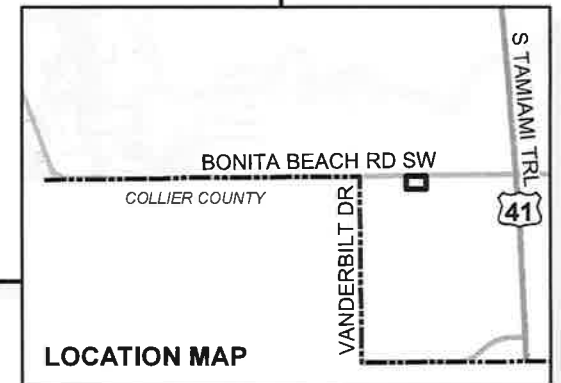
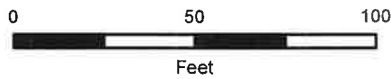
MEADOWLARK LN



OR-2105 / PG 1642

04-48-25-B1-00011.0000
3725 BONITA BEACH RD SW

MARAN LN



LOCATION MAP



THIS IS NOT A SURVEY.
 THE COUNTY LANDS DIVISION HAS PREPARED THIS MAP FOR
 INFORMATIONAL PURPOSES ONLY. DETAILS SHOWN MAY BE
 UNOFFICIAL DETERMINATIONS AND MAY NOT BE ACCOMPANIED
 BY WARRANTY OR GUARANTEE, WHILE THE DIVISION HAS MADE
 EVERY EFFORT TO PROVIDE THE CORRECT INFORMATION,
 INDEPENDENT VERIFICATION MAY BE REQUIRED.



Access Easement

Parcels (Lee County Property Appraiser)

3725 Bonita, LLC (Reconveyance - FS 255.22)

DATE	PROJECT NO	S-T-R	SCALE	SHEET
6/30/2015		04-48-25	1" = 53'	1 of 1

Blue Sheet No. 20150446	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 10
------------------------------------	--	--------------------

TITLE:

Accept Deed of Conservation Easement & approve Subordination Agreement for land in Sec 31, Twp 46 South, Rge 26 East in Estero

ACTION REQUESTED:

- A) Accept Deed of Conservation Easement from RCS-Corkscrew Land, LLC, to Lee County, recorded 7/21/2011, as Instrument 2011000164840, but never formally accepted by the Board prior to recording;
- B) Approve Subordination Agreement to allow for a Florida Power & Light Company Easement within a portion of the conservation area to facilitate the Pinewoods Wellfield Electrical Upgrade Project No. 7607;
- C) Authorize the Chairman on behalf of the Board to execute the Subordination Agreement;
- D) Authorize payment of necessary fees and costs to close;
- E) Authorize County Lands to handle all documentation necessary to complete transaction.

FUNDING:

Closing Costs, including recording fees, are estimated to be \$100.

Construction of this project is funded in FY 2015/16

Fund: Utilities Capital Improvements; Program: Capital Projects; Project: Pinewoods Wellfield Electrical Improvements; Account String: 20760748730.506510

WHAT ACTION ACCOMPLISHES:

Accepts a Deed of Conservation Easement, never formally accepted by Lee County, and approves a Subordination Agreement to allow for an FP&L Easement for underground improvements within a portion of the conservation area to facilitate the Pinewoods Wellfield Electrical Upgrade Project No. 7607. Construction of this project is underway.

MANAGEMENT RECOMMENDATION:

Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute Chapter 125 Florida Statutes <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: Department: COUNTY LANDS Division: No Divisions By: Karen Wells

Background:

The Deed of Conservation Easement granted by RCS-Corkscrew Land, LLC, to Lee County, on July 19, 2011, was a requirement of zoning for the offsite wetland preserve. However, the easement was recorded July 21, 2011, as Instrument 2011000164840, but never formally accepted by the Board. Lee County Utilities operates the Pinewoods Wellfield, which is located off Corkscrew Road in Estero. Power to the wellfield is currently supplied by aging overhead power lines. Lee County Utilities is in the process of upgrading the electrical lines and communication system with underground facilities. This will minimize repairs, the risk of power outages and potential water service disruptions due to frequent storm events.

Required Review:					
Karen Wells	Lori Borman	Peter Winton	John J. Fredyma	Pam Keyes	Peter Winton
COUNTY LANDS	Budget Analyst	Budget Services	County Attorney	UTILITIES	County Manager

FP&L will install, own and maintain an underground power cable across property within this conservation easement. No wetland impact within the conservation area will occur due to installation or maintenance of this project. The Subordination Agreement will allow for the FP&L Easement within a portion of this conservation area.

STRAP No.: 31-46-26-E4-U2498.2286

Attachments:

1. Copy of Deed of Conservation Easement
2. Subordination Agreement
3. Location Map

IFO
Lee Co

DEED OF CONSERVATION EASEMENT

Return recorded document to:
Banks Engineering
10511 Six Mile Cypress Parkway, Suite 101
Fort Myers, FL 33966

THIS DEED OF CONSERVATION EASEMENT is given this 19 day
of July, 2011, by RCS - Corkscrew Land, LLC ("Grantor")
whose mailing address is 10491 Six Mile Cypress Parkway, Suite 207, Fort Myers, FL
33966 to Lee County Board of County Commissioners ("Grantee"). As used herein, the
term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all
subsequent owners of the "Property" (as hereinafter defined) and the term "Grantee" shall
include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Lee County,
Florida, and more specifically described in Exhibit "A" attached hereto and incorporated
herein ("Property"); and

WHEREAS, the Grantor desires to construct The Preserve at Corkscrew ("Project")
at a site in Lee County, which is subject to the regulatory jurisdiction of the Lee County
Board of County Commissioners ("County"); and

WHEREAS, Zoning Ordinance Z-08-56 ("Permit") authorizes certain activities
which affect waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore and/or
mitigate wetlands and/or uplands under the County's jurisdiction; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is
agreeable to granting and securing to the Grantee a perpetual Conservation Easement
as defined in Section 704.06, Florida Statutes, over the area described on Exhibit "B"
("Conservation Easement").

NOW, THEREFORE, in consideration of the issuance of the Permit to construct
and operate the permitted activity, and as an inducement to Grantee in issuing the
Permit, together with other good and valuable consideration, the adequacy and receipt
of which are hereby acknowledged, Grantor hereby grants, creates, and establishes a
perpetual Conservation Easement for and in favor of the Grantee upon the property
described on Exhibit "B" which shall run with the land and be binding upon the Grantor,
and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in this Conservation Easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Easement that may be damaged by any inconsistent activity or use.

3. Prohibited Uses. Except for restoration, creation, enhancement, maintenance and monitoring activities, or other activities described herein that are permitted or required by the Permit, the following activities are prohibited in or on the Conservation Easement:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a District approved maintenance plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural or enhanced condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any District rule, criteria, permit and the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

7. Property Taxes. Grantor shall keep the payment of taxes and assessments on the Easement Parcel current and shall not allow any lien on the Easement Parcel superior to this Easement. In the event Grantor fails to extinguish or obtain a subordination of such lien, in addition to any other remedy, the Grantee may, but shall not be obligated to, elect to pay the lien on behalf of the Grantor and Grantor shall reimburse Grantee for the amount paid by the Grantee, together with Grantee's reasonable attorney's fees and costs, with interest at the maximum rate allowed by law, no later than thirty days after such payment. In the event the Grantor does not so reimburse the Grantee, the debt owed to Grantee shall constitute a lien against the Easement Parcel which shall automatically relate back to the recording date of this Easement. Grantee may foreclose this lien on the Easement Parcel in the manner provided for mortgages on real property.

8. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Lee County.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; and all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; and that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, RCS - Corkscrew Land, LLC (Grantor) has hereunto set its authorized hand this 19 day of July, 2011.

RCS - Corkscrew Land, LLC
a Florida corporation

By: Nicholas Cameratta
(Signature)

Name: Nicholas Cameratta
(Print)

Title: Manager

Signed, sealed and delivered in our presence as witnesses:

By: [Signature]
(Signature)
Name: RAY BLACKSMITH
(Print)

By: [Signature]
(Signature)
Name: Cheryl A. Yano
(Print)

STATE OF FLORIDA

) ss:

COUNTY OF Lee

On this 19 day of July, 2011 before me, the undersigned notary public, personally appeared Nicholas Cameraatta, the person who subscribed to the foregoing instrument, as the Manager (title), of RCS - Cockscrew Land LLC (corporation), a Florida corporation, and acknowledged that he/she executed the same on behalf of said corporation and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
(Signature)
Name: Cheryl A. Yano
(Print)

My Commission Expires: Oct. 17, 2013



EXHIBIT A

[DESCRIPTION OF PROPERTY]

Banks Engineering

Professional Engineers, Planners & Land Surveyors
2515 Northbrooke Plaza Drive-Suite 200
Naples, Florida 34119
(239) 597-2061
Fax (239) 597-3082

DESCRIPTION
OF
A PARCEL OF LAND
LYING IN
SECTIONS 20, AND 29, TOWNSHIP 46 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

"EXHIBIT A"

(THE PRESERVE AT CORKSCREW)

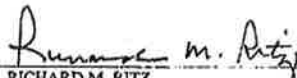
A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 20 AND 29, TOWNSHIP 46 SOUTH, RANGE 26 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE N.01°10'24"W., ALONG THE WEST LINE OF SAID FRACTION FOR 190.06 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF PARCEL 210 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4556, AT PAGES 982 THROUGH 985 OF THE PUBLIC RECORDS OF SAID LEE COUNTY BEING 30.00 FEET SOUTHERLY OF AND PARALLEL WITH (AS MEASURED ON A PERPENDICULAR) THE SOUTHERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD (100.00 FEET WIDE); THENCE N.61°46'59"E. ALONG SAID PARALLEL LINE AND PARCEL LINE FOR 216.45 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2220.00 FEET; THENCE LEAVING SAID PARALLEL LINE EASTERLY ALONG SAID CURVE AND SAID PARCEL LINE THROUGH A CENTRAL ANGLE OF 24°45'24" FOR 959.23 FEET TO AN INTERSECTION WITH SAID PARALLEL LINE; THENCE N.86°32'23"E. ALONG SAID PARALLEL LINE AND PARCEL LINE FOR 1527.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID FRACTION, THE SAME BEING AN INTERSECTION WITH THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2232, AT PAGES 3955 THROUGH 3957 OF THE PUBLIC RECORDS OF SAID LEE COUNTY; THENCE S.01°09'48"E. ALONG SAID EAST LINE FOR 615.32 FEET PASSING THROUGH THE SOUTHWEST CORNER OF SAID LANDS AND THE NORTHWEST CORNER OF BELLA TERRA - UNIT ONE AS RECORDED IN PLAT BOOK 77, AT PAGES 84 THROUGH 99 OF THE PUBLIC RECORDS OF SAID LEE COUNTY AT 20.02 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION AND THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE S.01°08'12"E. ALONG THE EAST LINE OF SAID NORTHWEST QUARTER AND THE WEST LINE OF SAID BELLA TERRA - UNIT ONE FOR 2643.59 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION AND THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE CONTINUE S.01°08'12"E. ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER FOR 2638.50 FEET PASSING THROUGH A CORNER COMMON TO SAID BELLA TERRA - UNIT ONE AND BELLA TERRA - UNIT TWO AS RECORDED IN PLAT BOOK 81, AT PAGES 1 THROUGH 36 OF THE PUBLIC RECORDS OF SAID LEE COUNTY AT 175.42 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE S.89°19'35"W. ALONG THE SOUTH LINE OF SAID FRACTION AND NORTHERLY LINE OF SAID BELLA TERRA - UNIT TWO FOR 2634.39 FEET TO THE SOUTHWEST CORNER OF SAID FRACTION AND THE NORTHWESTERLY MOST CORNER OF SAID BELLA TERRA - UNIT TWO; THENCE N.01°11'25"W. ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER FOR 2642.03 FEET TO THE NORTHWEST CORNER OF SAID FRACTION AND THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE N.01°11'25"W. ALONG THE WEST LINE OF SAID NORTHWEST QUARTER FOR 2642.03 FEET TO THE POINT OF BEGINNING.

BEARINGS AND DISTANCES ARE BASED ON "THE STATE PLANE COORDINATES SYSTEM" WEST ZONE 1983/90 ADJUSTMENT WHEREIN THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST BEARS N.01°10'24"W. THE AVERAGE SCALE FACTOR IS 0.99999498.

PARCELS CONTAIN 350.62 ACRES, MORE OR LESS.

DESCRIPTION PREPARED ON MARCH 9, 2005, REVISED MAY 20, 2008.


RICHARD M. RITZ
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 4001
DATE SIGNED: 1-25-11

SHBBT | OF 2

S:\Jobs\23xx\2396\2396 Naples Files\Surveying\Descriptions\2396 BNDY_REV_DESC.doc

Fort Myers Office
10511 Six Mile Cypress Pkwy, Suite #101
Fort Myers, Florida 33966
(239) 939-5490
Fax (239) 939-2523

Sarasota Office
1144 Tallevast Road Suite #115
Sarasota, Florida 34243
(941) 360-1618
Fax (941) 360-6918

Port Charlotte Office
12653 SW CR 769 Suite B
Lake Suzy, Florida 34269
(941) 625-1165
Fax (941) 625-1149

SKETCH OF DESCRIPTION

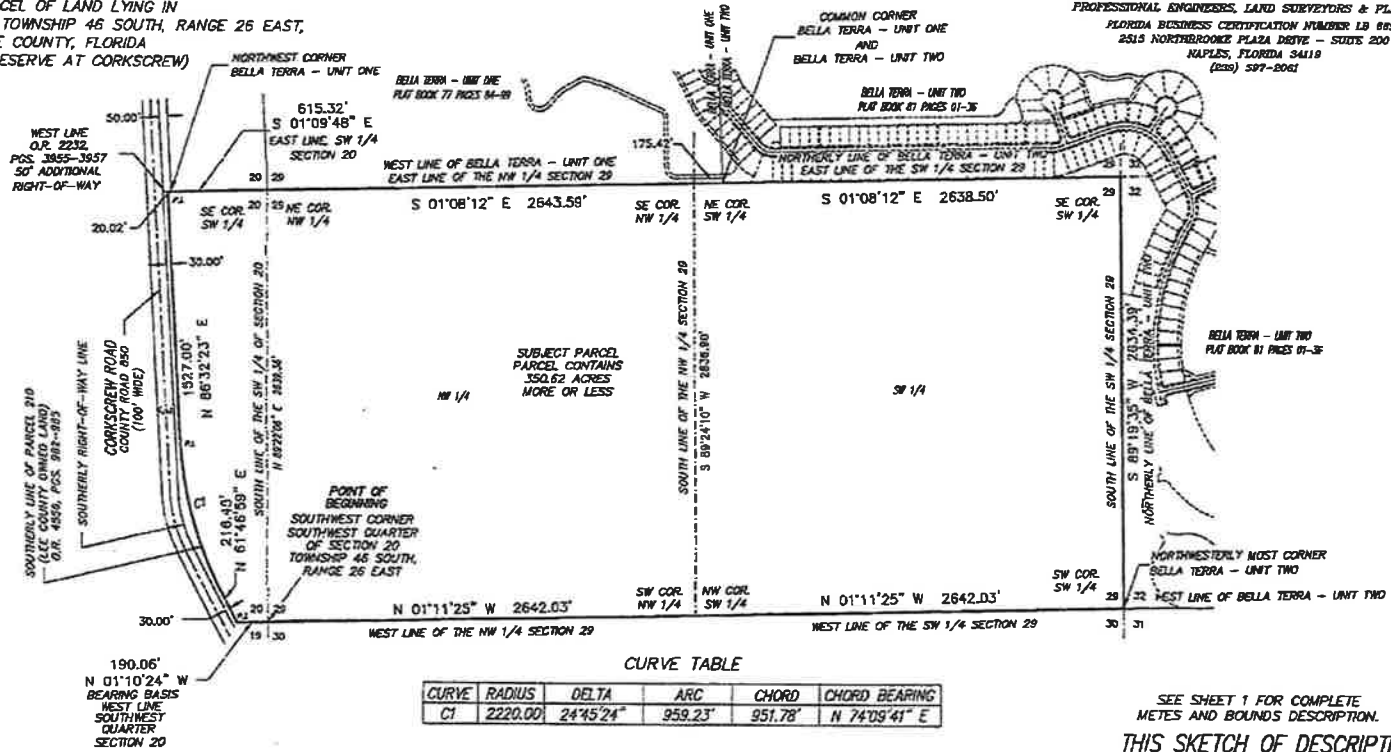
OF
A PARCEL OF LAND LYING IN
SECTIONS 20 AND 29, TOWNSHIP 46 SOUTH, RANGE 26 EAST,
LEE COUNTY, FLORIDA
(THE PRESERVE AT CORKSCREW)

Banks Engineering

PROFESSIONAL ENGINEERS, LAND SURVEYORS & PLANNERS
FLORIDA BUSINESS CERTIFICATION NUMBER LB 8850
2515 NORTHBROOKE PLAZA DRIVE - SUITE 200
NAPLES, FLORIDA 34119
(239) 597-8061



1" = 800'



CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	2220.00	24°45'24"	959.23'	951.78'	N 74°09'41" E

LEGEND:

- C1 INDICATES NUMBER ONE OF THE CURVE TABLE
- E INDICATES CENTERLINE
- COR. INDICATES CORNER
- O.R. INDICATES OFFICIAL RECORD BOOK
- PSS. INDICATES PAGES
- P.I. INDICATES POINT OF INTERSECTION

SEE SHEET 1 FOR COMPLETE METES AND BOUNDS DESCRIPTION.

THIS SKETCH OF DESCRIPTION IS NOT A BOUNDARY SURVEY

Richard M. Ritz
RICHARD M. RITZ
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 4009

- DATE SIGNED: 1-25-11
- THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

"EXHIBIT A"

PREPARED 03-09-05, REVISED 5-20-08
SHEET 2 OF 2

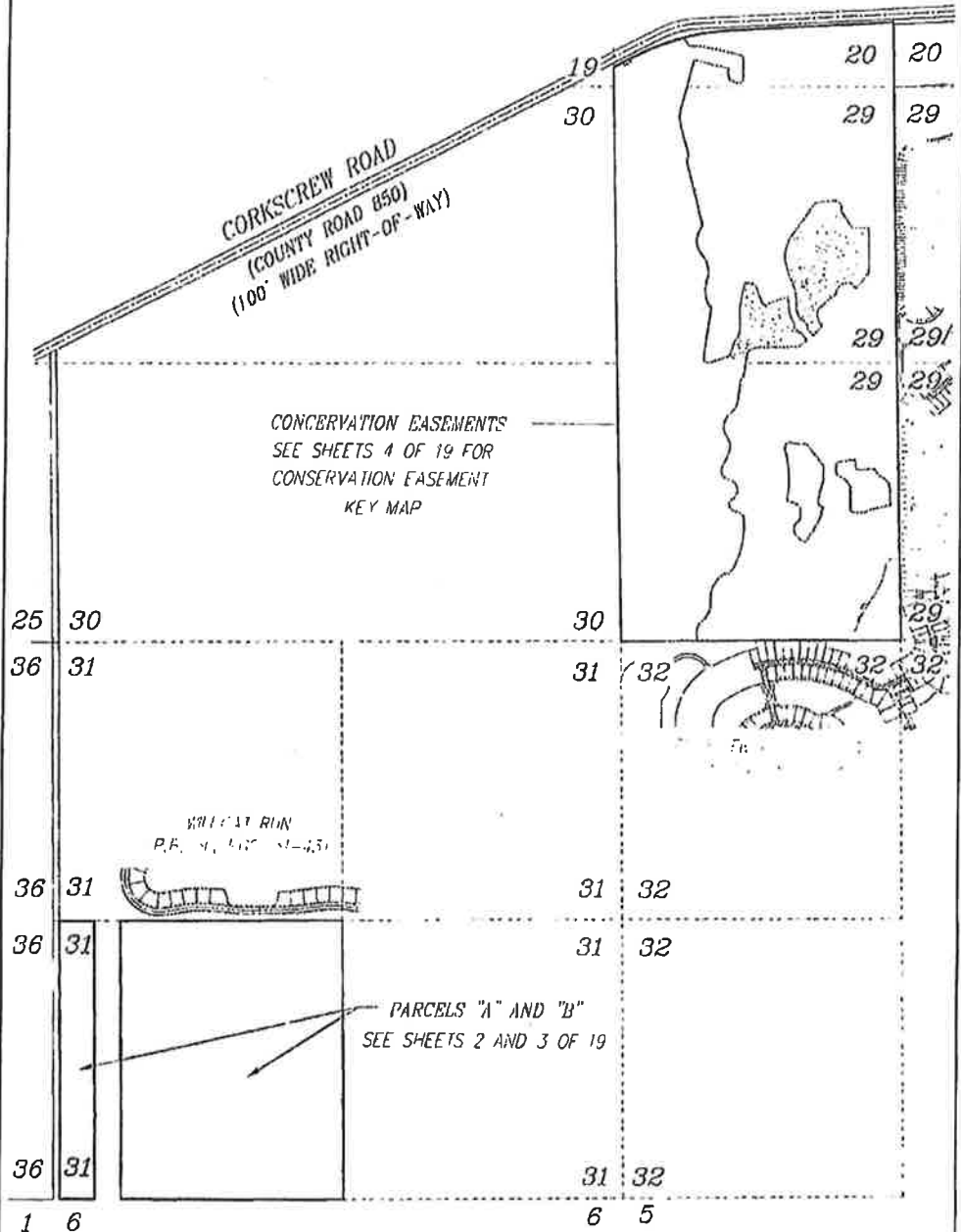
S:\JGBS\232X\2396\SURVEYING\DESCRIPTIONS\2396_BNDY_REV_DESC.DWG
S:\JGBS\232X\2396\SURVEYING\DESCRIPTIONS\2396_BNDY_REV_SLDWG



SKETCH TO ACCOMPANY DESCRIPTION

OF
A PARCEL OF LAND LYING IN
SECTIONS 20, 29, AND 31, TOWNSHIP 46 SOUTH, RANGE 26 EAST,
LEE COUNTY, FLORIDA

"EXHIBIT B"



PREPARED BY:
Banks Engineering

PROFESSIONAL ENGINEERS, LAND SURVEYORS & PLANNERS
FLORIDA BUSINESS CERTIFICATION NUMBER LN 0630
10011 SIX MILE CYPRESS PARKWAY - SUITE 101
FORT WORTH, FLORIDA 33540
(817) 618-5480

OVERALL KEY MAP

THIS IS NOT A SURVEY

Banks Engineering

Professional Engineers, Planners & Land Surveyors
FORT MYERS ♦ SARASOTA ♦ PORT CHARLOTTE

DESCRIPTION
OF
A PARCEL OF LAND
LYING IN
SECTION 31, TOWNSHIP 46 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

TRACTS OR PARCELS OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 31, TOWNSHIP 46 SOUTH, RANGE 26 EAST, BEING A PORTION OF THE SOUTHWEST QUARTER OF SAID SECTION, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

PARCEL "A"

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE S 00°34'16"E ALONG THE EAST LINE OF SAID FRACTION FOR 2654.35 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION; THENCE S 89°40'05"W ALONG THE SOUTH LINE OF SAID FRACTION FOR 2073.67 FEET TO POINT "A" AND AN INTERSECTION WITH THE EAST LINE OF A FLORIDA POWER AND LIGHT EASEMENT (125.00 FEET WIDE) AS DESCRIBED IN OFFICIAL RECORDS BOOK 730 AT PAGE 622 OF THE PUBLIC RECORDS OF SAID LEE COUNTY; THENCE N 00°27'50"W ALONG SAID EAST LINE FOR 2645.91 FEET; THENCE N 89°26'05"E ALONG THE NORTH LINE OF SAID FRACTION FOR 2068.70 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL "B"

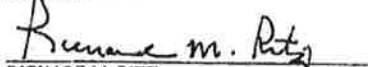
COMMENCING AT SAID POINT "A"; THENCE S 89°40'05" W ALONG THE SOUTH LINE OF SAID FRACTION FOR 235.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF A FLORIDA POWER AND LIGHT EASEMENT (110.00 FEET WIDE) AS DESCRIBED IN OFFICIAL RECORDS BOOK 221 AT PAGE 191 OF THE PUBLIC RECORDS OF SAID LEE COUNTY AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE FOR 330.00 FEET TO THE SOUTHWEST CORNER OF SAID FRACTION; THENCE N 00°27'50" W ALONG THE WEST LINE OF SAID FRACTION FOR 2643.61 FEET TO THE NORTHWEST CORNER OF SAID FRACTION; THENCE N 89°26'05" E ALONG THE NORTH LINE OF SAID FRACTION FOR 330.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT; THENCE S 00°27'50" E ALONG SAID WEST LINE FOR 2644.96 FEET TO THE POINT OF BEGINNING.

PARCELS CONTAIN 146.04 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

BEARINGS AND DISTANCES ARE BASED ON "THE STATE PLANE COORDINATES SYSTEM" WEST ZONE 1983/90 ADJUSTMENT WHEREIN THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 46 SOUTH, RANGE 26 EAST BEARS N 00°27'50" W. THE AVERAGE SCALE FACTOR IS 0.99994998.

DESCRIPTION PREPARED 01-16-07
REVISED 01-24-11
REVISED 2-8-11
REVISED 7-14-11


RICHARD M. RITZ
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 4009
DATE SIGNED: 7-14-2011

Top 25 2350 2396 Auto. Plot - in c:\p\description\1011\top 25 2350 2396
TOP 25 2350 2396 SURVEYING DESCRIPTION AS CORRECTED FROM PLANS SK REV 2-11-DW

PREPARED BY AND RETURN TO:

Lee County
Department of County Lands
PO Box 398
Fort Myers, FL 33902-0398



STRAP Number: 31-46-26-E4-U2498.2286

SUBORDINATION AGREEMENT

This Subordination Agreement ("*Agreement*") made this ____ day of _____, 2015, by **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 ("*County*") and **FLORIDA POWER & LIGHT COMPANY**, a Florida Corporation, whose address is 700 Universe Boulevard, Juno Beach, Florida 33408 ("*FPL*").

WHEREAS, the County, is the Grantee and holder of certain rights as a result of the Deed of Conservation Easement given by RCS - Corkscrew Land, LLC, to Lee County, dated July 19, 2011, and recorded in the Public Records of Lee County, Florida, on July 21, 2011, as Instrument Number 2011000164840 ("*Conservation Easement*"), granting and establishing a perpetual conservation easement upon the real property described therein; and

WHEREAS, the Conservation Easement otherwise prohibits utilities or other structures to be constructed or placed on or above the ground of the property described therein; and

WHEREAS, The Preserve at Corkscrew Master Association, Inc., a Florida not-for-profit corporation ("*The Preserve at Corkscrew*"), is the successor in interest to certain real property previously owned by RCS-Corkscrew Land, LLC, which property is subject to the terms and conditions of the aforementioned Conservation Easement; and

WHEREAS, The Preserve at Corkscrew is granting, or has granted, a utility easement ("*Utility Easement*") to FPL across a portion of the real property described in the above-referenced Conservation Easement, which Utility Easement is more particularly described in attached Exhibit "A"; and

WHEREAS, the Utility Easement to FPL is limited to the installation and maintenance of underground improvements only and will not create any unnecessary above-ground disturbance to the existing conservation lands.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, the County hereby consents and agrees to subordinate its interest in the Conservation Easement referenced above to permit the installation of underground utility lines pursuant to the terms of the Utility Easement, of near or even date given by The Preserve at Corkscrew to FPL, and recorded in the Public Records of Lee County, Florida on the _____ day of _____, 2015, as Instrument Number _____.

This Agreement shall be binding on and benefit the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the County has caused this instrument to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said Board, the day and year first written above.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____

BY: _____
[Signature]

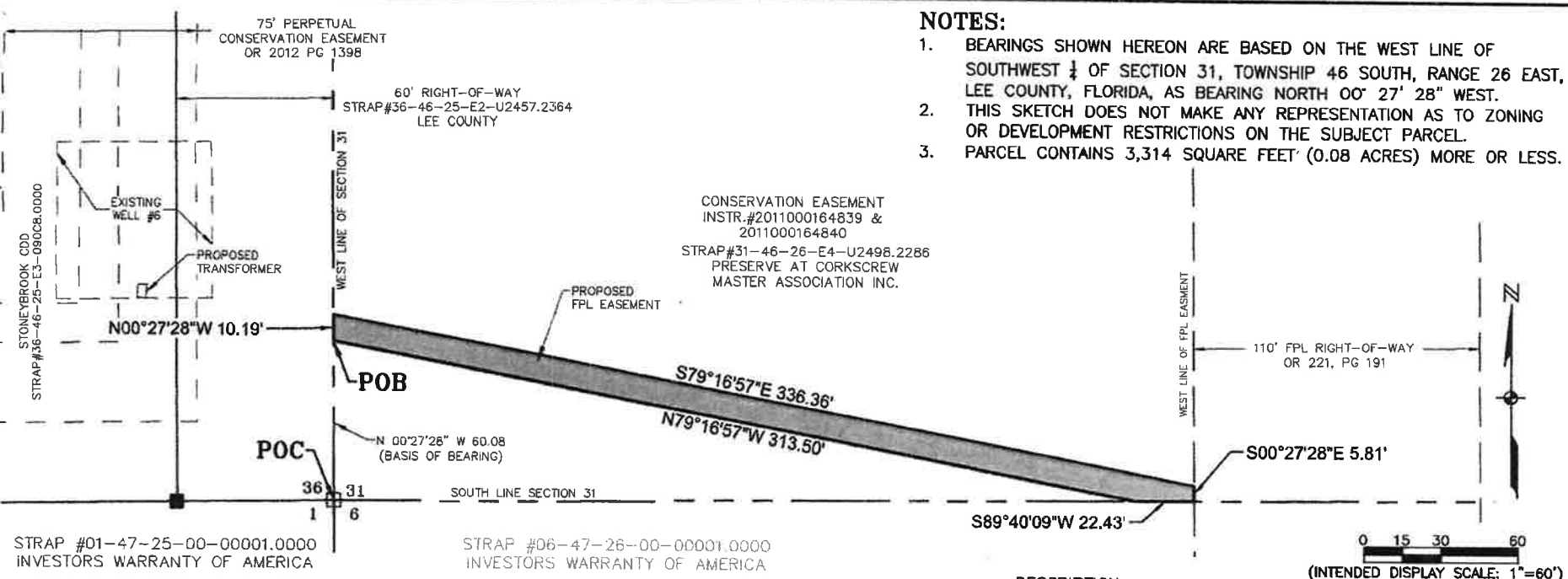
[Type or Print Name]
Deputy Clerk

[Type or print name]
Chair / Vice-Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: _____
John J. Fredyma
Senior Assistant County Attorney
Lee County Attorney's Office

O:\2013\20139528-002\Surveying\Worksheets\20108600-010 Additional Utility Easements.dwg (Pinewoods S&D) MLB Mar 17, 2015 - 4



- NOTES:**
1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEARING NORTH 00° 27' 28" WEST.
 2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
 3. PARCEL CONTAINS 3,314 SQUARE FEET (0.08 ACRES) MORE OR LESS.

0 15 30 60
(INTENDED DISPLAY SCALE: 1"=60')

DESCRIPTION
 PROPOSED FLORIDA POWER AND LIGHT EASEMENT
 SECTION 31, TOWNSHIP 46 SOUTH, RANGE 26 EAST
 LEE COUNTY, FLORIDA

PROPOSED FLORIDA POWER AND LIGHT EASEMENT LYING IN SECTION 31, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31 THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID SECTION AND ALSO THE EAST LINE OF A 60 FOOT WIDE INGRESS/EGRESS EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1369, PAGE 1961 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA NORTH 00°27'28" WEST, A DISTANCE OF 60.08 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING THENCE CONTINUE ALONG SAID WEST SECTION LINE NORTH 00°27'28" WEST, A DISTANCE OF 10.19 FEET; THENCE DEPARTING SAID WEST SECTION LINE SOUTH 79°16'57" EAST, A DISTANCE OF 336.36 FEET TO THE WEST LINE OF A 110 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 221, PAGE 191 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE SOUTH 00°27'28" EAST, A DISTANCE OF 5.81 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 31; THENCE DEPARTING SAID WEST EASEMENT LINE ALONG SAID SOUTH SECTION LINE SOUTH 89°40'09" WEST, A DISTANCE OF 22.43 FEET; THENCE DEPARTING SAID SOUTH SECTION LINE NORTH 79°16'57" WEST, A DISTANCE OF 313.50 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAIN 3,314 SQUARE FEET (0.08 ACRES) MORE OR LESS.

STRAP #01-47-25-00-00001.0000
 INVESTORS WARRANTY OF AMERICA

STRAP #06-47-26-00-00001.0000
 INVESTORS WARRANTY OF AMERICA

- LEGEND:**
- OR = OFFICIAL RECORDS BOOK
 - PG = PAGE
 - POC = POINT OF COMMENCEMENT
 - POB = POINT OF BEGINNING
 - INSTR. = INSTRUMENT NUMBER
 - QCD = QUIT CLAIM DEED

THIS IS NOT A SURVEY

KEVIN M. RISCASSI
 KEVIN M. RISCASSI 6433 THE FIRM LB-642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6433
 DATE SIGNED: MAR 17 2015
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**PROPOSED
 FLORIDA POWER & LIGHT EASEMENT
 SEC. 36, TWP. 46 SOUTH, RGE. 25 EAST
 LEE COUNTY, FLORIDA**



2122 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03/12/15	20139528-002	31-46-26	1"=60'	1 OF 1

EXHIBIT "A"

36-46-25-E3-090C8.0000
STONEBROOK CDD

36-46-25-E2-U2457.2364
LEE COUNTY

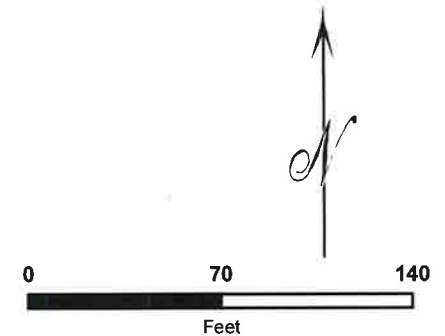
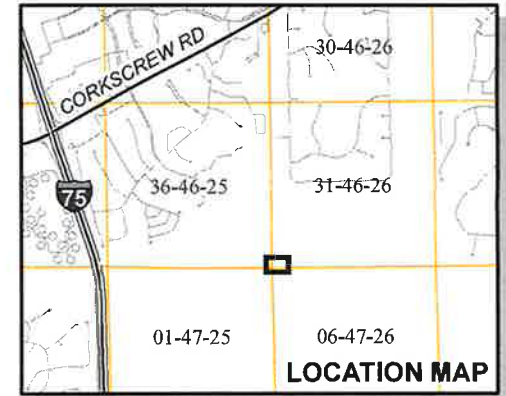
Conservation easement
Inst. 2011000164840

31-46-26-E4-U2498.2286
PRESERVE AT CORKSCREW MASTER



Subordination
Agreement Area

01-47-25-00-00001.0000
INVESTORS WARRANTY OF AMERICA

06-47-26-00-00001.0000
INVESTORS WARRANTY OF AMERICA



THIS IS NOT A SURVEY.
THE COUNTY LANDS DIVISION HAS PREPARED THIS MAP FOR
INFORMATIONAL PURPOSES ONLY. DETAILS SHOWN MAY BE
UNOFFICIAL DETERMINATIONS AND MAY NOT BE ACCOMPANIED
BY WARRANTY OR GUARANTEE. WHILE THE DIVISION HAS MADE
EVERY EFFORT TO PROVIDE THE CORRECT INFORMATION,
INDEPENDENT VERIFICATION MAY BE REQUIRED.

 Parcels (Property Appraiser)
 Section Corner

Pinewoods Wellfield #7607 Upgrade Project
Proposed FPL Easement

DATE 7/17/2015	PROJECT NO	S,T,R 31-46-26	SCALE 1" = 70'	SHEET 1 of 1
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Blue Sheet No. 20150447	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 11
------------------------------------	--	--------------------

TITLE:

Approve Resolution of Necessity (128-PE/128-TCE) for the Homestead Road Widening Project 5063.

ACTION REQUESTED:

- A) Approve the Resolution of Necessity for acquisition and condemnation of Parcels 128-PE and 128-TCE, required for the Homestead Road Widening Project No. 5063
- B) Authorize the Chairman on behalf of the Board to execute the Resolution of Necessity
- C) Authorize County Lands' staff to proceed with acquisition of the parcels.

FUNDING:

No funding required. Transportation

Construction of this project is funded in FY 2015/16 at an estimated cost of \$11,605,000. Total project cost at completion, including design, right-of-way acquisition, construction and landscaping is \$21,000,000.

WHAT ACTION ACCOMPLISHES:

Authorize staff to pursue acquisition of Parcels 128-PE and 128-TCE, for the Homestead Road Widening Project 5063, through condemnation proceedings, if the parcels are not voluntarily acquired. Widening of this 2.26-mile segment, from south of Sunrise Boulevard to north of Alabama Road, is planned for construction in FY 2015/16.

MANAGEMENT RECOMMENDATION:

Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute Chapter 73, 74, 125, 127 Florida Statutes <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: Department: COUNTY LANDS Division: No Divisions By: Karen Wells

Background:

In September 2006, the Board approved, as a part of the Lee County Department of Transportation Capital Improvement Plan, the widening of Homestead Road from two lanes to four lanes from south of Sunrise Boulevard to north of Alabama Road. An alignment study was conducted in conjunction with the design phase of the project. The Board adopted the road alignment on March 25, 2008 and authorized the Division of County Lands to pursue acquisition of the necessary right-of-way needed to widen Homestead Road.

The widening of this 2.26-mile segment of Homestead Road, from south of Sunrise Boulevard to north of Alabama Road, is planned for construction in FY 2015/16

Required Review:					
Karen Wells	Lori Borman	Anne Henkel	Peter Winton	John J. Fredyma	Randy Cerchie
COUNTY LANDS	Budget Analyst	Budget Analyst	Budget Services	County Attorney	DOT/ADMINISTRATI ON
Peter Winton					
County Manager					

The parcels are necessary for the public purpose set forth in the attached Resolution of Necessity.

Approval of the Resolution of Necessity authorizes Eminent Domain, if required to complete the acquisition of Parcels 128-PE and 128-TCE.

Attachments:

1. Resolution of Necessity Parcels 128-PE and 128-TCE
2. Location Map

ORIGINAL

**RESOLUTION OF NECESSITY
OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

WHEREAS, after consideration of the availability of alternative routes, the costs of the project, environmental factors, long range area planning, and safety concerns, the Board of County Commissioners of Lee County, Florida, desires to exercise its right to condemn property for public use or purpose and that the property to be condemned is necessary for that use.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY FLORIDA, that:

The Capital Improvement Program provides for the construction of the Homestead Road Widening Project No. 5063, from south of Sunrise Boulevard to north of Alabama Road, by acquiring the necessary real property interests to widen Homestead Road to four lanes with sidewalks and stormwater management facilities.

SECTION ONE: USE, NECESSITY AND DESCRIPTION OF PROPERTY

The Board of County Commissioners finds that a perpetual slope easement right to the property described in attached Exhibit "A", and a temporary construction easement right to the property described in attached Exhibit "B", are being acquired for the following specific public use or purpose:

To improve traffic flow and transportation safety by providing right-of-way for an increased traffic flow for public as well as private vehicles, improvement of evacuation routes and widening this segment of Homestead Road to a four lane roadway with sidewalk and stormwater management facilities.

**Exhibit "A" consists of Parcel 128-PE
Exhibit "B" consists of Parcel 128-TCE**

SECTION TWO: AUTHORITY AND ESTATE

By virtue of the authority granted to the Board of County Commissioners of Lee County by Chapters 73, 74, 125 and 127, Florida Statutes, and all other statutory or common law which grants to the Board of County Commissioners the power to institute and proceed with acquiring property under the exercise of the power of eminent domain, the Board of County Commissioners hereby authorizes and directs the County Attorney's Office to commence and prosecute any and all proceedings necessary to acquire a perpetual slope easement right to the property described in Exhibit "A", and a temporary construction easement right to the property described in Exhibit "B", for the above described public use or purpose.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote was as follows:

John E. Manning	_____
Cecil L Pendergrass	_____
Larry Kiker	_____
Brian Hamman	_____
Franklin Mann	_____

DULY PASSED AND ADOPTED this _____ day of _____, 20__.

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
CHAIR



Approved as to Form for the Reliance
of Lee County Only:

By: _____
Office of County Attorney

PARCEL 128
 PERPETUAL EASEMENT
 HOMESTEAD ROAD
 LEE COUNTY PROJECT NUMBER CN-06-17

THAT PORTION OF LOTS 7 AND 8, BLOCK 1, LEELAND HEIGHTS,
 UNIT NO. 1, AS RECORDED IN PLAT BOOK 9, PAGE 124 OF THE
 PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LOCATED IN SECTION
 32, TOWNSHIP 44 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32;
 THENCE NORTH 00°42'14" EAST ALONG THE WEST LINE OF SAID
 SECTION 32, A DISTANCE OF 929.11 FEET; THENCE
 SOUTH 89°17'46" EAST, A DISTANCE OF 149.26 FEET TO STATION
 4+90.04 ON THE SURVEY BASE LINE OF HOMESTEAD ROAD PER LEE
 COUNTY DEPARTMENT OF TRANSPORTATION PROJECT NUMBER CN-06-17;
 THENCE NORTH 00°48'29" EAST ALONG THE SAID SURVEY BASE LINE,
 A DISTANCE OF 160.00 FEET TO STATION 3+30.04 OF SAID SURVEY
 BASE LINE; THENCE NORTH 89°17'46" WEST, A DISTANCE OF 35.60
 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF ALABAMA ROAD
 AND THE POINT OF BEGINNING;

THENCE NORTH 89°17'46" WEST, A DISTANCE OF 2.00 FEET TO A
 POINT; THENCE NORTH 00°43'29" EAST, A DISTANCE OF 43.41 FEET
 TO A POINT; THENCE SOUTH 89°16'31" EAST, A DISTANCE OF 2.00
 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF ALABAMA ROAD;
 THENCE SOUTH 00°43'29" WEST, A DISTANCE OF 43.41 FEET TO THE
 POINT OF BEGINNING.

CONTAINING 87 SQUARE FEET, MORE OR LESS.

NOTE:

- THIS SKETCH OF DESCRIPTION IS BASED UPON A RIGHT OF WAY CONTROL SURVEY AND RIGHT OF WAY MAP PREPARED FOR HOMESTEAD ROAD LEE COUNTY PROJECT NUMBER CN-06-17.

LEGEND:

- R/W = RIGHT OF WAY
- (D) = DEED DATA
- (C) = CALCULATED DATA
- O.R.B. = OFFICIAL RECORDS BOOK
- NO. = NUMBER
- O/A = OVERALL
- COR. = CORNER
- S.I.R.C. = SET 5/8" IRON ROD WITH CAP "MC LB 6566"
- PE = PERPETUAL EASEMENT
- SE = SLOPE EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ⊕ = SURVEY BASE LINE
- ⊞ = PARENT TRACT PROPERTY LINE
- STA. = STATION
- M.O.L. = MORE OR LESS

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED BY:
 MCKIM & CREED, P.A.
James M. Condon 5-26-09

JAMES M. CONDON (FOR THE FIRM LB 6566)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6074

PAGE 1 OF 2

THIS IS NOT A BOUNDARY SURVEY

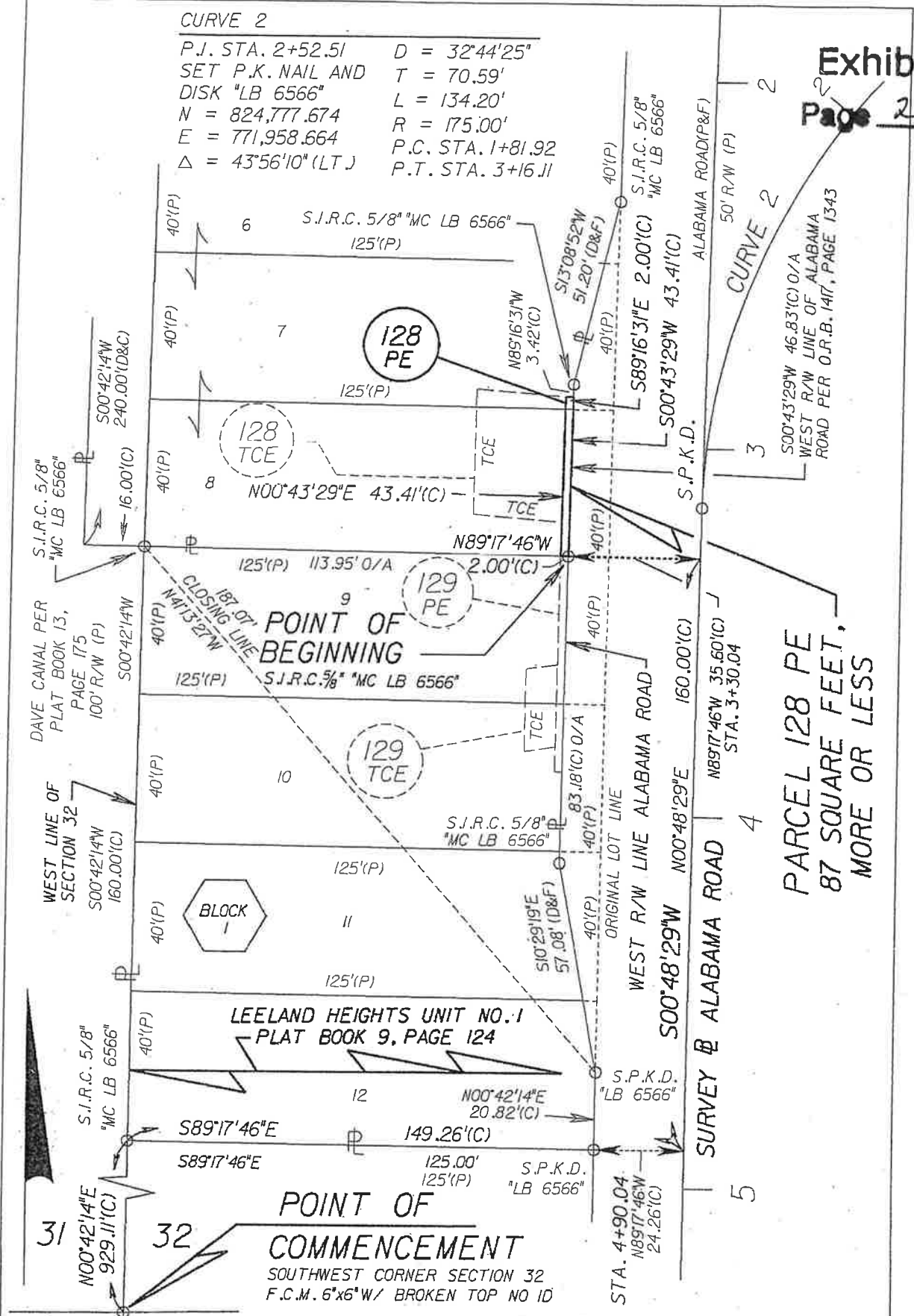
PROJECT NUMBER: 1183-0021	DESCRIPTION: SKETCH OF DESCRIPTION		
DRAWN BY: JMC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION		
DATE: 05-26-2009	SEC-TWP-RGE: SEC 32, T44S; R. 27 E	FILE: 128-PE-1	COUNTY: LEE



MCKIM & CREED
 10970 South Cleveland Avenue Suite 401
 Fort Myers, FL 33907-2315
 Phone: (239) 275-8875
 Fax: (239) 275-7029
 Licensed Business No. 6566
 www.mckimcreed.com

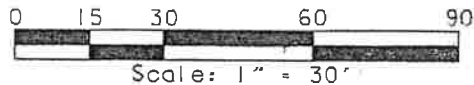
CURVE 2

P.J. STA. 2+52.51 D = 32°44'25"
 SET P.K. NAIL AND T = 70.59'
 DISK "LB 6566" L = 134.20'
 N = 824,777.674 R = 175.00'
 E = 771,958.664 P.C. STA. 1+81.92
 Δ = 43°56'10" (LT.) P.T. STA. 3+16.11



PARCEL 128 PE
 87 SQUARE FEET,
 MORE OR LESS

THIS IS NOT A BOUNDARY SURVEY PAGE 2 OF 2



PROJECT NUMBER: 1183-0021	DESCRIPTION: SKETCH OF DESCRIPTION		
DRAWN BY: JMC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION		
DATE: 05-26-2009	SEC-TWP-RGE: SEC 32, T44S, R. 27 E	FILE: 128-PE-2	COUNTY: LEE

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PARCEL 128
 TEMPORARY CONSTRUCTION EASEMENT
 HOMESTEAD ROAD
 LEE COUNTY PROJECT NUMBER CN-06-17

THAT PORTION OF LOTS 7 AND 8, BLOCK 1, LEELAND HEIGHTS,
 UNIT NO. 1, AS RECORDED IN PLAT BOOK 9, PAGE 124 OF THE
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BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE
 NORTH 00°42'14" EAST ALONG THE WEST LINE OF SAID SECTION 32,
 A DISTANCE OF 929.11 FEET; THENCE SOUTH 89°17'46" EAST, A
 DISTANCE OF 149.26 FEET TO STATION 4+90.04 ON THE SURVEY
 BASE LINE OF HOMESTEAD ROAD PER LEE COUNTY DEPARTMENT OF
 TRANSPORTATION PROJECT NUMBER CN-06-17; THENCE
 NORTH 00°48'29" EAST ALONG THE SAID SURVEY BASE LINE, A
 DISTANCE OF 160.00 FEET TO STATION 3+30.04 OF SAID SURVEY
 BASE LINE; THENCE NORTH 89°17'46" WEST, A DISTANCE OF 35.60
 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF ALABAMA
 ROAD; THENCE NORTH 89°17'46" WEST, A DISTANCE OF 2.00 FEET;
 THENCE NORTH 00°43'29" EAST, A DISTANCE OF 9.34 FEET
 TO THE POINT OF BEGINNING;

THENCE NORTH 85°37'44" WEST, A DISTANCE OF 24.05 FEET TO
 A POINT; THENCE NORTH 00°43'29" EAST, A DISTANCE OF 34.07
 FEET TO A POINT; THENCE SOUTH 85°37'47" EAST, A DISTANCE OF
 24.05 FEET TO A POINT; THENCE SOUTH 00°43'29" WEST, A
 DISTANCE OF 34.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 818 SQUARE FEET, MORE OR LESS.

NOTE:

- THIS SKETCH OF DESCRIPTION IS BASED UPON A RIGHT OF WAY CONTROL SURVEY AND RIGHT OF WAY MAP PREPARED FOR HOMESTEAD ROAD LEE COUNTY PROJECT NUMBER CN-06-17.

LEGEND:

R/W = RIGHT OF WAY
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 (C) = CALCULATED DATA
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 WITH CAP "MC LB 6566"
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 M.O.L. = MORE OR LESS.

NOT VALID WITHOUT THE SIGNATURE AND
 THE ORIGINAL RAISED-SEAL OF A FLORIDA
 LICENSED SURVEYOR AND MAPPER.

PREPARED BY:
 MCKIM & CREED P.A.

JAMES M. GONDON (FOR THE FIRM LB 6566)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6074

THIS IS NOT A BOUNDARY SURVEY

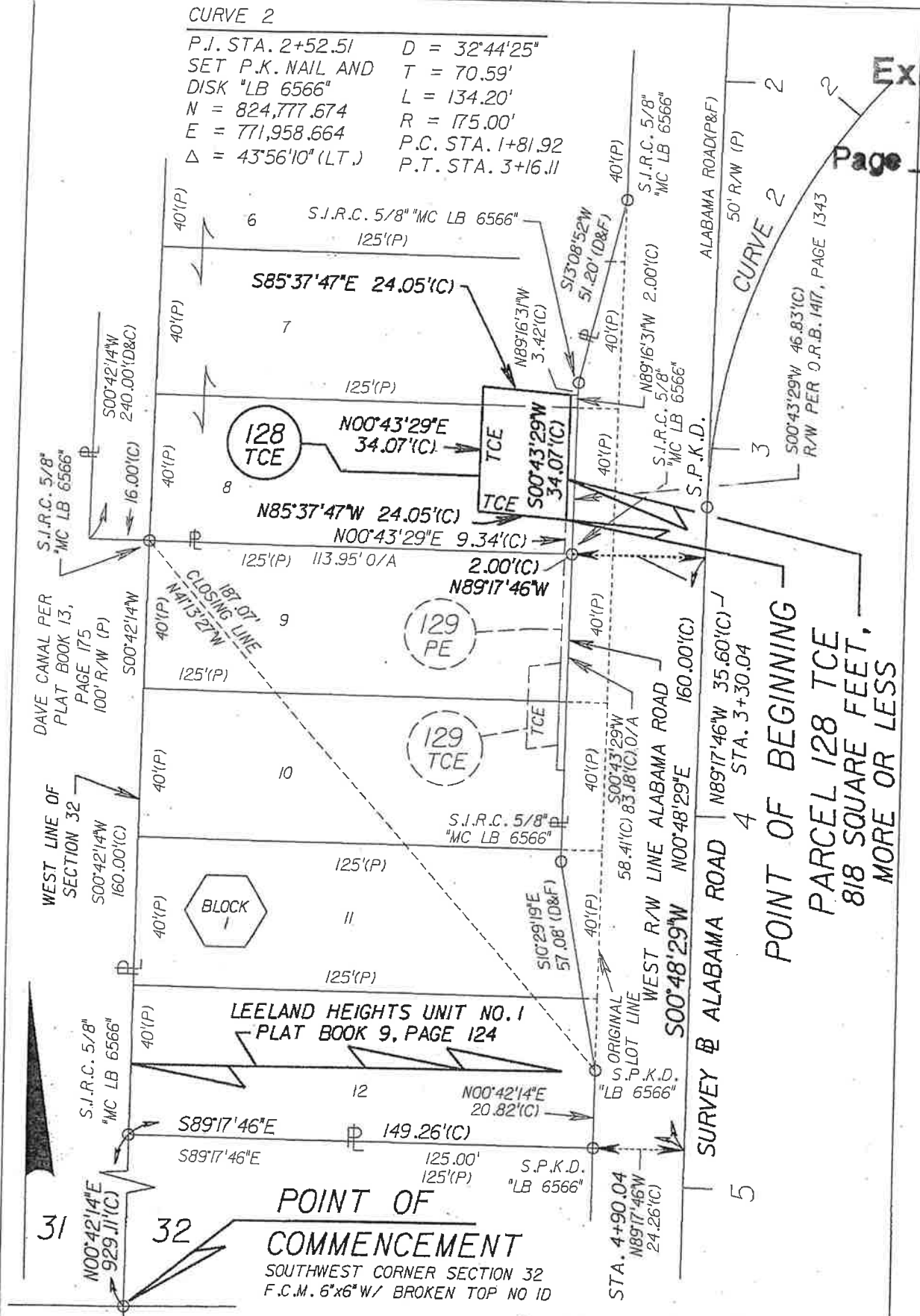
PAGE 1 OF 2

PROJECT NUMBER: 1183-0021	DESCRIPTION: SKETCH OF DESCRIPTION		
DRAWN BY: JMC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION		
DATE: 05-26-2009	SEC-TWP-RGE: SEC 32, T.44S, R. 27 E	FILE: 128-TCE-1	COUNTY: LEE



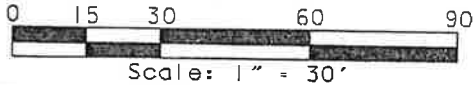
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CURVE 2
 P.I. STA. 2+52.51 D = 32°44'25"
 SET P.K. NAIL AND T = 70.59'
 DISK "LB 6566" L = 134.20'
 N = 824,777.674 R = 175.00'
 E = 771,958.664 P.C. STA. 1+81.92
 Δ = 43°56'10" (LT.) P.T. STA. 3+16.11



POINT OF BEGINNING
PARCEL 128 TCE
818 SQUARE FEET,
MORE OR LESS

6 5
 THIS IS NOT A BOUNDARY SURVEY PAGE 2 OF 2

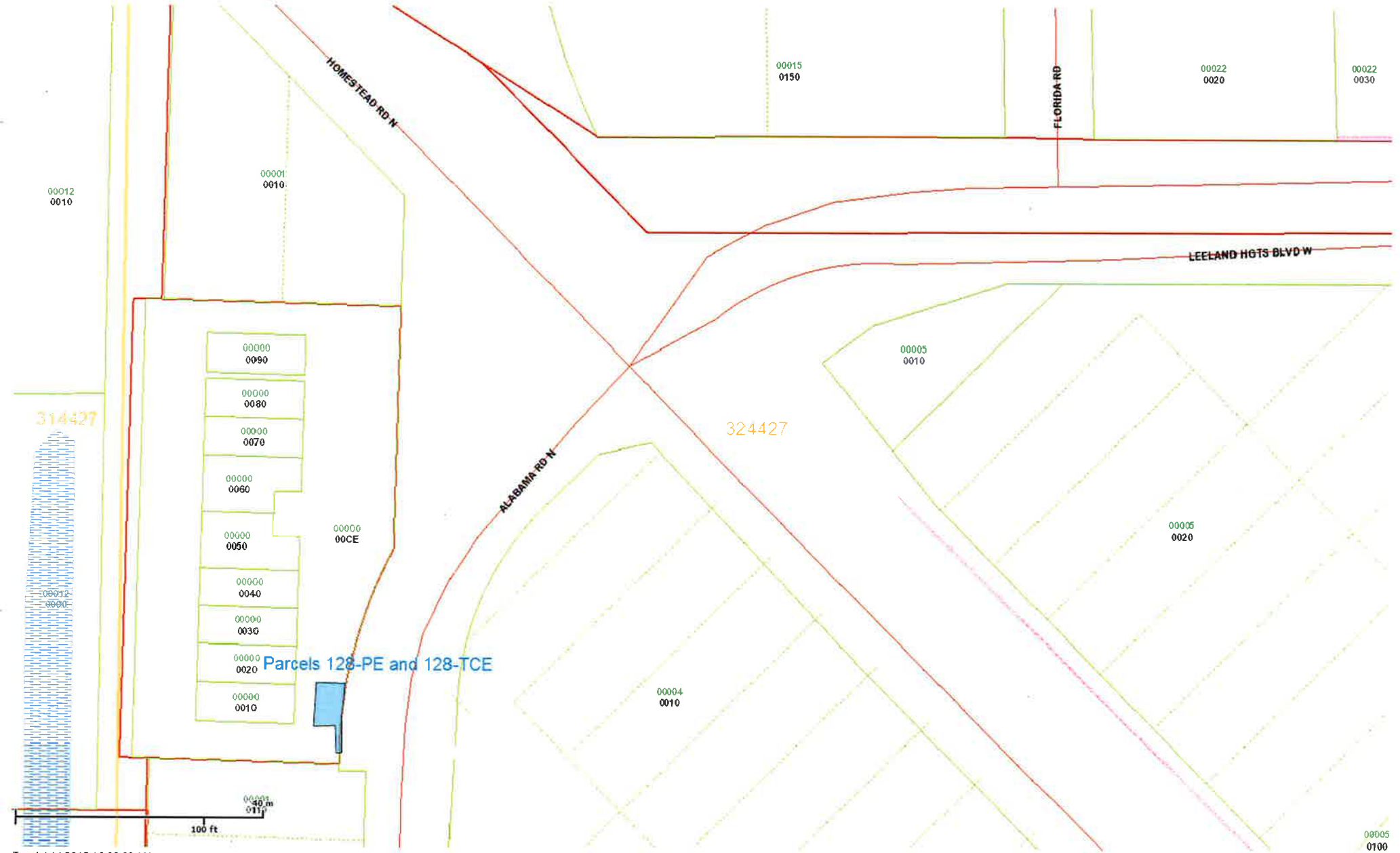


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Homestead Road Widening Project 5063

Parcels 128-PE and 128-TCE



Blue Sheet No. 20150430	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 12
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TITLE:
Quarterly Reporting of Expenditures for County-Sponsored Functions

ACTION REQUESTED:
Present to the Board for information and filing the Object Code #504015 Expenditure Detail Report for the third quarter of FY14-15 (April through June 2015) as required by Lee County Ordinance #90-18

FUNDING:
\$46,393.39

Combination of Libraries, Public Resources, Public Safety, and Transit

WHAT ACTION ACCOMPLISHES:
This is the quarterly reporting of expenditures for county-sponsored functions. For the 3rd quarter FY14-15 the amount was \$46,393.39. Much of this is grant sponsored or privately funded. This reporting is required by Lee County Ordinance #90-18

MANAGEMENT RECOMMENDATION:
Approve.

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input checked="" type="checkbox"/> Ordinance 90-18 <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: Department: COUNTY MANAGER Division: No Divisions By: Peter Winton

Background:

Lee County Ordinance #90-18 authorizes the expenditure of public funds for functions organized, sponsored, or co-sponsored by the Board of County Commissioners or its designees. The attached report is being provided in accordance with the requirements of that ordinance

Attachment: Object Code #4015, FY14-15 3rd Quarter Report

Required Review:					
Peter Winton					
COUNTY MANAGER					

APRIL - JUNE 2015

DEPARTMENT	AMOUNT
LIBRARIES	\$34,461.14 (1)
PUBLIC RESOURCES	\$10,785.76 (2)
PUBLIC SAFETY	\$1,199.51 (3)
TRANSIT	-\$53.02

FY14-15 THIRD QUARTER EXPENDITURES \$46,393.39

- (1) Libraries - Reading Festival Fundraiser; funded with donations
- (2) Public Resources - LeeGrows expenses: busing, food, parking, supplies/materials, mailings and supplies
- (3) Public Safety - EMS Grant Funding (Town Hall Meetings for Lee County Youth)

Blue Sheet No. 20150414	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 13
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TITLE:

Approve transfer of funds and budget amendment resolution to move remaining bond escrow proceeds from reserves to be used for additional improvement construction for the CenturyLink Sports Complex stadium improvements.

ACTION REQUESTED:

Approve transfer of funds in the amount of \$832,031 to move remaining bond escrow proceeds from reserves to improvement construction for the CenturyLink Sports Complex stadium improvements. Also approve a budget amendment resolution to accept the receipt of interest in this account.

FUNDING:

Move \$833,500 from GC5890131505.509930 Tourist Development Tax Revenue Bond 94/04 Reserves Contingency to 20214731505.506540 Twins Spring Training Facility Improvements

WHAT ACTION ACCOMPLISHES:

Allows the transfer of Tourist Development Tax Revenue bond escrow reserve funds to the capital improvement construction fund. This will allow additional capital maintenance improvements to be completed at the stadium under the current capital improvement project, including concourse work and decking, shade canopy, power, and parking lot striping and sealing.

MANAGEMENT RECOMMENDATION:

Approval

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: All Department: COUNTY MANAGER Division: No Divisions By: Peter Winton

Background:

On May 16, 2014, the Board approved the Construction Management for the improvements to the Minnesota Twins Spring Training Facility, financed by the Tourist Development Tax Revenue Bonds. Per bonding requirements an escrow fund was setup for contingency expenses. The Stadium construction projects is reaching final completion and to meet guidelines for closing of the bonding funds the remaining escrow funds need to be moved from reserves in order for them to be used for some additional improvements to the stadium facility.

Transfer of Funds and Budget Amendment Resolution

Required Review:					
Peter Winton	Lori Borman	Peter Winton	Richard Wm. Wesch	Roger Desjarlais	
COUNTY MANAGER	Budget Analyst	Budget Services	County Attorney	County Manager	

RESOLUTION

Amending the TD Tax Revenue Bond 94/04 Reserve Construction fund 31505 Budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2014-2015.

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 Tax Revenue Bond 94/04 Reserve Construction fund 31505 budget for \$1,545 of the unanticipated revenue from interest on investments and an appropriation of a like amount improvement construction and;

WHEREAS, the Tax Revenue Bond 94/04 Reserve Construction fund 31505 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$832,031
Additions		
GC5000031505.361100.9000	Interest on Investments	\$1,545
Amended Total Estimated Revenues		\$833,576

APPROPRIATIONS

Prior Total:		\$832,031
Additions		
20214731505.506540	Improvement Construction	\$1,545
Amended Total Appropriations		\$833,576

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Tax Revenue Bond 94/04 Reserve Construction fund 31505 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 _____, 2015.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Tourist Dev - Bond Res Proceeds DATE: 06/16/15 BATCH NO. _____

FISCAL YEAR: FY 14/15 FUND #: 31505 DOC TYPE: YB LEDGER TYF: BA

TO: Non-Departmental Non-Departmental - Transfers
(DIVISION NAME) (PROGRAM NAME)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>DEBIT</u>
20214731505.506540	Improvement Construction	\$832,031

TOTAL TO: \$832,031

FROM: Non-Departmental Non-Departmental - Reserves
(DIVISION NAME) (PROGRAM NAME)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>CREDIT</u>
GC5890131505.509930	Reserve for Future Cap Outlay	\$832,031

TOTAL FROM: \$832,031

EXPLANATION:

Move funds from reserves to Improvement Construction.

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

Chair

BA NO: _____ AUTH CODE: _____ TRANS DATE: _____

Blue Sheet No. 20150463	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 14
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TITLE:
Approve the SWFL Workforce Development Board's proposed FY15-16 budget

ACTION REQUESTED:
Adopt the proposed resolution formalizing the Lee County Board of County Commissioners' approval of the 2015-2016 budget of the Southwest Florida Workforce Development Board, Inc.

FUNDING:
(No funding required)

WHAT ACTION ACCOMPLISHES:
Formalizes the Lee County Board of County Commissioners' acceptance of the proposed 2015-2016 Southwest Florida Workforce Development Board, Inc. (SWFWDB) budget. Thereafter, and with the approval of the other Consortium counties, the SWFWDB can submit its 2015-2016 budget to Workforce Florida, Inc. as required by state law.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: <i>(specify)</i>	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input checked="" type="checkbox"/> Other Interlocal Agreement	Commissioner: Brian Hamman Department: ECONOMIC DEVELOPMENT Division: By: Glen Salyer

Background:
On March 20, 2012, the Lee County Board of County Commissioners approved the Workforce Investment Act Second Amended and Restated Interlocal Agreement for the Southwest Florida Job Training Consortium. Lee County is one of the five counties comprising the Consortium. The other Consortium counties are Charlotte, Collier, Glades and Hendry. Section II(F) of the Agreement sets forth that the Consortium has the authority and responsibility to approve the annual budget of the Southwest Florida Workforce Development Board, Inc. (SWFWDB).

The proposed resolution will formalize the Lee County Board of County Commissioners' acceptance of the proposed 2015-2016 SWFWDB budget. Thereafter, and with the approval of the other Consortium counties, the SWFWDB can submit its 2015-2016 budget to Workforce Florida, Inc. as required by state law.

Required Review:					
Glen Salyer	Andrea R. Fraser	Reginald Kantor	Mike Figueroa	Peter Winton	Roger Desjarlais
ECONOMIC DEVELOPMENT	County Attorney	Budget Analyst	Risk	Budget Services	County Manager

Attachments:

1. Proposed Resolution
2. SWFWDB Interlocal
3. SWFWDB FY2015-2016 Budget
4. SWFWDB FY2014 Audit

LEE COUNTY RESOLUTION NO. _____

A RESOLUTION OF THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC. BUDGET FOR FISCAL YEAR COMMENCING ON JULY 1, 2015 AND ENDING ON JUNE 30, 2016; PROVIDING FOR TRANSMISSION OF RESOLUTION TO NECESSARY PARTIES; PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, on March 20, 2012, the Lee County Board of County Commissioners approved the Workforce Investment Act Second Amended and Restated Interlocal Agreement for the Southwest Florida Job Training Consortium, which is attached hereto, and incorporated herein, as Exhibit “A”; and

WHEREAS, the above-referenced Consortium is comprised of the following counties: Charlotte, Collier, Glades, Hendry and Lee; and

WHEREAS, Section II(F) of the above-referenced Interlocal Agreement sets forth that the Consortium has the authority and responsibility to approve the annual budget of the Southwest Florida Workforce Development Board, Inc. (SWFWDB); and

WHEREAS, a copy of the proposed SWFWDB budget commencing on July 1, 2015 and ending on June 30, 2016 is attached hereto, and incorporated herein, as Exhibit “B”; and

WHEREAS, approval of the 2015-2016 SWFWDB budget by Lee County and the other Consortium counties will facilitate in the SWFWDB submitting its 2015-2016 budget to Workforce Florida, Inc. for its review, as required by state law; and

WHEREAS, in light of Section II(F) of the above-referenced Interlocal Agreement it is contemplated and/or expected that each Consortium member county will approve the

attached 2015-2016 SWFWDB budget; and

WHEREAS, the Board of County Commissioners of Lee County, on behalf of Consortium member Lee County, Florida, has determined that the attached SWFWDB 2015-2016 budget is in the best interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS that:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.

Section 2. The Board of County Commissioners of Lee County, on behalf of Consortium member Lee County, Florida, approves the attached Southwest Florida Workforce Development, Inc. budget for the Fiscal Year Commencing on July 1, 2015 and ending on June 30, 2016.

Section 3. The County Manager or County Attorney, or a designee of either, is authorized to transmit a copy of this Resolution to the Southwest Florida Workforce Development Board, Inc., so that the SWFWDB may use the Resolution to comply with any requirement set forth or noted under State and/or Federal Law.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 5. This Resolution shall become effective immediately upon its adoption by the Board of County Commissioners.

Commissioner _____ made a motion to adopt the foregoing Resolution,
seconded by Commissioner _____. The vote was as follows:

JOHN MANNING _____
CECIL L PENDERGRASS _____
LARRY KIKER _____
BRIAN HAMMAN _____
FRANK MANN _____

DULY PASSED AND ADOPTED this ____ day of _____, 2015.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Brian Hamman, Chair

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

**WORKFORCE INVESTMENT ACT
SECOND AMENDED AND RESTATED
INTERLOCAL AGREEMENT
FOR THE
SOUTHWEST FLORIDA JOB TRAINING CONSORTIUM**

This Second Amended and Restated Interlocal Agreement (this "Agreement") is made and entered into between the Boards of County Commissioners for Charlotte, Collier, Glades, Hendry, and Lee Counties, political subdivisions of the State of Florida, for continuation of the Southwest Florida Job Training Consortium.

WHEREAS, the Workforce Investment Act of 1998, hereinafter referred to as the Act, federal Public Law 105-220, replaced the Job Training Partnership Act as amended in 1996, and restructured a multitude of workforce development programs into an integrated workforce investment system and authorized the expenditure of federal funds for allowable services and activities in local workforce investment (development) areas; and

WHEREAS, the counties of Charlotte, Collier, Glades, Hendry, and Lee were designated by the Governor of the State of Florida, as recommended by the Jobs and Education Partnership in 1996, to form a five county workforce development area, Region 24, and this designation was approved by the Governor to continue under the Workforce Investment Act; and

WHEREAS, the five participating counties had previously entered into an interlocal agreement in 1996 creating the Southwest Florida Job Training Consortium and had entered into an agreement with a Private Industry Council acting as grant recipient and administrative entity until such time as Southwest Florida Workforce Development Board, Inc. ("SFWDB") was formed, and continued under that agreement ("Original Interlocal Agreement"); and

WHEREAS, subsequent to the Original Interlocal Agreement, the five participating counties entered into that certain Workforce Investment Act Interlocal Agreement for the Southwest Florida Job Training Consortium dated as of July 1, 2005 ("WIA Interlocal Agreement"). This Agreement is intended to be an amendment and restatement of the WIA Interlocal Agreement; and

WHEREAS, SFWDB is in existence and operational with respect to the Region 24 Workforce Investment Area; and

WHEREAS, the Region 24 Workforce Investment Area is required to submit a Workforce Investment Act local plan pursuant to Section 118 of the Act; and

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Boards of County Commissioners for Charlotte, Collier, Glades, Hendry, and Lee Counties find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law.

NOW THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

- I. Continuation of the Southwest Job Training Consortium.
 - A. Consistent with the Original Interlocal Agreement, the participating five counties agree to accept the Governor's designation of the five county local area as Workforce Investment Area for Region 24 for purposes of programs promulgated under the Act.
 - B. Consistent with the Original Interlocal Agreement, the five counties agree to continue the Southwest Florida Job Training Consortium (the "Consortium") which is composed of the Chief Local Elected Official (Chair) from each of the participating County Commissions, or a designee, who shall be an elected County Commissioner. These five Chairs will elect one member of the Consortium to serve as Chair of the Consortium. The Chair shall remain in its position as Chair until replaced by the Consortium. The Consortium may elect to rotate the position of Chair each year according to procedures which may be developed by the Consortium.
- II. Authority and Responsibilities of the Southwest Florida Job Training Consortium.
 - A. Sections 117, 118, and 121 of the Workforce Investment Act (the "Act") are hereby incorporated within this Agreement as if set out herein.
 - B. The Consortium shall request any change in the number of local board members of SFWDB that will represent each county, identify which sector they will represent, identify the length of term, and request certification from the Governor should any changes to the current representation be required, ensuring that 51% of the membership represent the private sector.
 - C. Each County Chair, or designee Commissioner, shall be responsible for making his/her County's private sector appointments for board members of SFWDB, in accordance with the Act, to the Board for the participating counties. The nomination process for these appointments must adhere to the following criteria:
 1. Representatives of business in the local area who are owners of businesses, chief executives or operating officers of business, and other business executives or employers with optimum policymaking or hiring authority;

2. Representatives of businesses with employment opportunities that reflect the employment opportunities of the local area; and
 3. Representatives are appointed from among individuals nominated by local business organizations and business trade associations.
- D. The nomination process for these private sector appointments for board members of SFWDB shall be as follows:
1. Private sector representatives shall be selected from among individuals nominated by general purpose business organizations after consulting with and receiving recommendations from other business organizations in the workforce development region.
 2. General purpose business organizations are defined as those organizations which admit to membership any for-profit business operation within the workforce development region, or any entity that represents or serves as an umbrella organization that includes membership from for-profit businesses.
 3. Such nominations, and the individuals selected from such nominations, shall reasonably represent the industrial and demographic composition of the business community.
 4. The Chair of SFWDB is selected from the private-for-profit sector.
- E. Ensure through its appointments that board membership of SFWDB includes required public sector representatives, as required under the Act and State of Florida definitions, regardless of County, with optimum policymaking authority within the organizations, agencies, or entities:
1. Representatives of local educational entities, including educational agencies, local school boards, entities providing adult education and literacy activities, and postsecondary educational institutions (including representatives of community colleges, where such entities exist), selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities;
 2. Representatives of labor organizations, nominated by local federations, or (for a local area in which no employees are represented by such organizations), other representatives of employees;
 3. Representatives of community-based organizations (including organizations representing individuals with disabilities and veterans, for a local area in which such organizations are present);

4. Representatives of economic development agencies;
5. Representatives of each of the one-stop partners; and
6. May include such other individuals or representatives of entities as the chief elected official(s) in the local area may determine appropriate.

F. Share with SFWDB the responsibility for the following:

- Approval of the local plan or modification of the local plan described under Section 118 of the Act for Region 24 pursuant to the following procedure. SFWDB shall prepare and adopt the proposed local plan (or modification, as applicable) as required by the Act and transmit the same to the Consortium for its approval prior to submission of the local plan to the Governor pursuant to the Act and Florida law. Transmission of the local plan shall be by sending or delivering a copy of the local plan to both the Chair and the county administrator or county manager, as applicable, for each of the participating counties. The local plan submitted to the Consortium for approval under this section shall be deemed approved by the Consortium at the end of the sixty (60) day period beginning on the date upon which the proposed local plan is received by the Consortium (“Local Plan Review Period”) unless one or more members of the Consortium notifies SFWDB in writing prior to the expiration of the Local Plan Review Period of either an objection to the local plan or that it has requested a meeting of the Consortium to review the local plan. If any member of the Consortium provides such written notice to SFWDB, a meeting of the Consortium shall be called for the purpose of reviewing the local plan within thirty (30) days after the Consortium member’s correspondence (“Requested Plan Review Period”). In the event the Consortium does not take action to approve or disapprove the local plan for any reason prior to the expiration of the Requested Plan Review Period, the local plan shall be deemed approved by the Consortium;
- Approval of the annual budget of SFWDB for purposes of carrying out the duties of SFWDB pursuant to Section 118 of the Act in accordance with the following procedures. SFWDB shall prepare and adopt an annual budget as may be required by law and transmit the same to the Consortium for its approval. Transmission of the budget shall be by sending or delivering a copy of the budget to both the Chair and the county administrator or county manager, as applicable, for each of the participating counties. The budget submitted to the Consortium for approval under this section shall be deemed approved by the Consortium at the end of the sixty (60) day period beginning on the date upon which the proposed budget is received by the Consortium (“Budget Review Period”) unless one or more members of the Consortium notifies SFWDB

in writing prior to the expiration of the Budget Review Period of either an objection to the budget or that it has requested a meeting of the Consortium to review the budget. If any member of the Consortium provides such written notice to SFWDB, a meeting of the Consortium shall be called for the purpose of reviewing the budget within thirty (30) days after the Consortium member's correspondence ("Requested Budget Review Period"). In the event the Consortium does not take action to approve or disapprove the budget for any reason prior to the expiration of the Requested Budget Review Period, the budget shall be deemed approved by the Consortium. During any period of review of the budget by the Consortium and until approval of the budget by the Consortium, SFWDB can continue its operations consistent with the budget that was most recently approved by the Consortium. Any material modification to any budget approved by the Consortium hereunder shall be approved by the Consortium in accordance with the foregoing procedure. For purposes of this section, the addition into SFWDB's budget of mid-year, program specific earmarked funds from the state or federal government shall not be deemed to be a material modification to SFWDB's budget; and

- oversight of activities and services including designation, certification, or termination of One Stop Operators.

III. Terms of Agreement.

A. None of the parties hereto shall be liable for any claims, damages, losses or expenses arising out of or resulting from any act, omission, negligence of the others, their officers, employees or agents, related parties' respective authorities and responsibilities under this Agreement.

B. The term of the Agreement shall commence upon the adoption of this Agreement by the last of the participating counties and shall run through June 30, 2016, which date coincides with the next local plan submittal date required under Section 118 of the Act. Thereafter the term of this Agreement shall automatically be renewed for successive five-year terms, unless any party notifies the others of its intention not to renew at least ninety (90) days prior to the expiration of the original term or the then-current five-year renewal term.

C. Upon proper execution, the Agreement shall be legally valid and binding, and supersedes other agreements of the Southwest Florida Job Training Consortium. This Agreement shall be recorded in the public records of the counties of Charlotte, Collier, Glades, Hendry, and Lee.

D. This Agreement may be amended or modified upon the written request of any party hereto. Any alterations, amendments, modification or waivers in the terms and conditions of this Agreement shall not be effective unless reduced to writing, approved by all parties, signed by their duly authorized representatives and filed with the Clerks of the Circuit Courts of the participating counties.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated on the attached pages.

PASSED AND DULY ADOPTED THIS 20th DAY OF March, 2012.

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: *J. Manning*
Chair or Commissioner Designee

Attest:

Tricia J. Purice
Deputy Clerk

By: _____

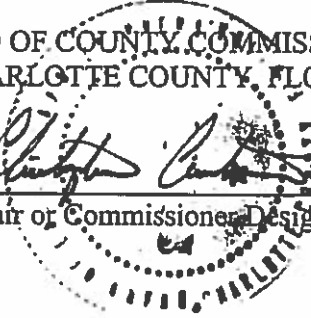
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *Michael D. Hunt*



BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: 
Chair of Commissioners Designee

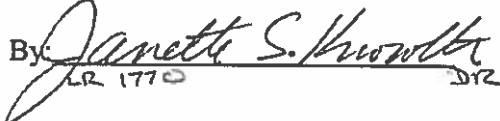


Attest:

Anne L. Fakler

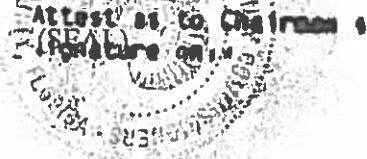
By: _____
2nd. Amend. to AGR2005-029
5-8-12

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
LR 1770 3/12

ATTEST:
Dwight E. Brock, Clerk of Courts

By: *[Signature]*



BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: *[Signature]*
Fred W. Coyle, Chairman

Dated: June 12, 2012

Approved as to form and
legal sufficiency:

[Signature] (SRT)

Scott R. Teach
Deputy County Attorney

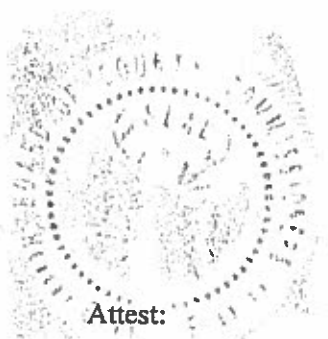
BOARD OF COUNTY COMMISSIONERS
OF GLADES COUNTY, FLORIDA

By: W. S. Jones
Chair or Commissioner Designee

Attest: Richard W. Pringle

By: Richard W. Pringle

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
By: Richard W. Pringle
Richard W. Pringle



BOARD OF COUNTY COMMISSIONERS
OF HENDRY COUNTY, FLORIDA

By: [Signature]
Chair or Commissioner Designee

Attest:

Anita Bischof DC
Anita Bischof
Deputy Clerk

By: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]

SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, Inc

PROGRAM YEAR JULY 1, 2015 THROUGH JUNE 30, 2016

FINANCIAL BUDGET

SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.

BUDGET PROGRAM YEAR 2015 – 2016

TOTAL FUNDING	<u>\$ 18,538,000</u>
PAYROLL & BENEFITS	\$ 7,468,000
FACILITIES EXPENSE	\$ 2,048,000
EQUIPMENT EXPENSE	\$ 101,000
OPERATIONAL EXPENSE	\$ 932,000
TRAINING & SUPPORT COSTS	\$ 7,986,000
TOTAL EXPENSES	<u>\$ 18,535,000</u>

**SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.
BUDGET PROGRAM YEAR 2015 – 2016**

Notes to 2015 – 2016 Financial Budget

Southwest Florida Workforce Development Board, Inc., (the Board) is a not-for-profit corporation that was established in April 1997 under the laws of the State of Florida. The Board is one of twenty-four Regional Workforce Development Boards in the State of Florida providing for the development, planning, monitoring and administration of Federal and State grants.

The following grants and programs are anticipated for the period of July 1, 2015 through June 30, 2016:

A.	Workforce Innovation & Opportunity	\$ 11,017,000
B.	Welfare Transition	\$ 2,360,000
C.	Wagner-Peyser	\$ 843,000
D.	Unemployment Activities	\$ 100,000
E.	Food Stamp Employment and Training	\$ 125,000
F.	Veterans Activities	\$ 32,000
G.	Education	\$ 3,943,000
H.	Facilities and Misc Projects	\$ 118,000

Grants are subject to renewals and period amendments and require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of the funds to grantors. Although that is a possibility, the Board deems the contingency remote, since by accepting the contracts and their terms; it has accommodated the objectives of the grantors to the provisions of these contracts.

**SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.
BUDGET PROGRAM YEAR 2015 – 2016**

Notes to 2015 – 2016 Financial Budget

The Board covers Region 24 which includes Collier, Charlotte, Hendry, Glades and Lee Counties with offices at the locations shown below. Support and revenue are obtained primarily from Federal grants and State grants. The Board is responsible for developing and implementing an area plan and subgranting funds to direct providers of services.

Corporate Office 9530 Marketplace Road, Suite 104
Fort Myers, FL 33912

FULL SERVICE ONE STOP CENTERS

Fort Myers 4150 Ford Street Extension
Fort Myers, FL 33916

Naples 3050 Horseshoe Dr
Naples, FL 34104

Port Charlotte 1032 Tamiami Trail, Unit 9
Port Charlotte, FL 33953

Immokalee 750 South 5th Street
Immokalee, FL 34142

Clewiston 215 B South Francisco Street
Clewiston, FL 33440

SATELLITE SERVICE CENTERS

La Belle 921 Anvil Circle
La Belle, FL 33935

Cape Coral 1020 Cultural Park Blvd, Building #2

**SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.
BUDGET PROGRAM YEAR 2015 – 2016**

Notes to 2015 – 2016 Financial Budget

SALARIES/WAGES: Projected operations staffing for program year 15-16 is 87 FTE's. Staff will be stationed at one of the locations listed above. Performance reviews are conducted annually for all employees. Salary level is based on job classification and performance. Salary increases and adjustments are reviewed annually and only distributed once it has been determined that there are adequate funds available. These have been done once annually and have been applied against the base as a percentage. The budget contains an estimated 10% of current salaries that would provide for promotions, adjustments, increases and additional changes as approved.

TAXES/INSURANCE: All statutory taxes are charged and paid as they relate to employee expenses. Group insurance is bid out annually and handled through a licensed broker for review, recommendations, implementation and year round support. Group insurance includes Medical, Dental, Basic Life, Basic Dental and HSA contributions in conjunction with the high deductible plan in effect. "Southwest Florida Workforce Development Board complies with the ACA by offering minimum essential coverage to eligible employees. Contributions for the employees are determined annually while all non employee coverage is the responsibility of the employee. AFLAC is also offered on a voluntary basis to the employees. All costs are the sole responsibility of the employee.

FACILITY EXPENSES: Costs are directly related to the rental, maintenance and operation of the facility and include:

- Rent – Including CAM
- Utilities – Where appropriate
- Communications – Voice/Data/Cell
- Maintenance – External and Internal
- Insurance

All facilities are rented to non related parties, contracts have been negotiated with the assistance of a licensed broker for long term cost containment. All leases have provisions for termination if Federal funding is decreased or eliminated.

**SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.
BUDGET PROGRAM YEAR 2015 – 2016**

Notes to 2015 – 2016 Financial Budget

EQUIPMENT EXPENSE:

Expense is for non capitalized equipment and furniture (less than \$ 5,000). Items are based on replacement of current pieces that have become worn with time or require needed upgrade to function efficiently. Annual review of all facilities are made and then a determination based on the use of the items, as well as their age is broken down to the required individual items needed. These include:

Laptop computers
Desktop Computers and Monitors
Servers – Location/USE/Backup/Archives
Office Furniture

All equipment is procured through a competitive bid process or is procured from State Contracts. In all cases cost and requirements are considered. Replace items are donated to our local partners or disposed of appropriately.

OPERATIONAL EXPENSE:

Include all normal costs associated with the daily operations of the business. Travel is determined using the State DEO guidelines for reimbursement and approvals, as well as, Florida Statutes regarding food and beverage restrictions for Workforce Boards. Also, prior approval policies as required by DEO are used in conjunction with certain types of expenses. Operations expenses includes but are not limited to:

Travel
Insurance-General
Business Development for Employment & Training
Office Needs
Printing, Postage
Fees – Audit/Monitoring/Legal
Equipment leases – Postage/Copiers/etc

**SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.
BUDGET PROGRAM YEAR 2015 – 2016**

Notes to 2015 – 2016 Financial Budget

TRAINING & SUPPORT:

Client support services include payment for daily expenses as well as issuance of gas cards as determined by policy and guidelines. Cards are audited periodically by DEO as well as, internal means. Minimal cards are kept on hand for security reasons.

Training for clients, has been budgeted at 50% of the dollars awarded for the current program year as well as carryover from the prior program year for WIOA Adult and WIOA Dislocated Worker. These dollars are designated for training, upgrading of skills and review of techniques for obtaining full time employment. In addition the current year training expenses have been budgeted at 50% for older youth for the WIOA Youth programs as mandated. These costs will increase to 75% in program year 2016-2017.

Expenses also include the cost of On the Job Training and Intern programs designed to provide the needed experience in order to gain full time employment.

Contracts for the year include: Youth program operated by Henkel's & McCoy, Teen Awareness programs operated by Hendry County Health Department, various Educational contracts to support the Miracle After School Programs and for after school meals in the Immokalee school area.. Additional dollars have been budgeted for summer work opportunities for our youth in all five counties.

To carry out its training programs, the organization may enter into an individual training account (Vouchers) with local colleges and other training vendors. The ITA voucher states that the Board will cover the cost of tuition, books, uniforms, tools, etc. needed by the client for training.

Southwest Florida Workforce Development Board
Program Year 07/01/15 - 06/30/16
Budget - Original

	<u>Operations</u>	<u>Education</u>	<u>Facilities</u>	<u>Total</u>
4000 Grant Revenue	14,477,358.00	2,816,633.78	355,000.80	17,648,992.58
Grants-Other	(426,878.30)	1,126,585.62	189,339.72	889,047.04
		-		-
		-	-	-
Total Revenue	<u>14,050,479.70</u>	<u>3,943,219.40</u>	<u>544,340.52</u>	<u>18,538,039.62</u>
<u>Payroll and Benefits</u>				
5000 Salaries	4,969,566.74	1,118,819.67	69,770.04	6,158,156.45
5020 Salaries-PLT Payoff	47,654.75			47,654.75
5030 Taxes-Federal	380,171.86	84,159.17	5,337.41	469,668.43
5035 Taxes-State	9,401.00	7,947.69	119.00	17,467.69
5040 W/C	12,520.82	3,785.66	175.79	16,482.27
5055 Grp Ins	656,904.09	100,595.40	1,200.00	758,699.49
	<u>6,076,219.26</u>	<u>1,315,307.59</u>	<u>76,602.23</u>	<u>7,468,129.08</u>
<u>Facilities</u>				
5300 RENT	1,358,895.48	118,573.27	-	1,477,468.75
5305 FACILITIES EXPENSE	-	-	-	-
5310 UTILITIES	5,700.00	-	34,500.00	40,200.00
5320 COMMUNICATIONS-Voice	23,320.00	5,050.00	8,704.33	37,074.33
5325 COMMUNICATIONS-Cell	31,800.00	1,790.00	2,400.00	35,990.00
5350 COMMUNICATIONS-Data	138,245.43	6,180.00	9,050.28	153,475.71
5330 OFF REPAIR MAINT	7,000.00	1,200.00	24,000.00	32,200.00
5332 LAWN MAINTENANC	-	-	13,560.00	13,560.00
5335 PEST CONTROL EX	-	-	1,900.00	1,900.00
5337 JANITORIAL SERV	-	-	74,500.00	74,500.00
5340 INSURANCE-BLDG	6,883.57	875.00	19,746.00	27,504.57
5345 Interest Expense	-	-	99,200.00	99,200.00
5365 Bldg R & M	-	-	46,260.00	46,260.00
5375 DISPOSAL	2,317.00	-	7,100.00	9,417.00
	<u>1,574,161.48</u>	<u>133,668.27</u>	<u>340,920.61</u>	<u>2,048,750.36</u>
<u>Equipment</u>				
5360 EQUIP-FF-OFF-IT (NOT CAPITAL)	78,395.00	17,500.00	5,000.00	100,895.00
	<u>78,395.00</u>	<u>17,500.00</u>	<u>5,000.00</u>	<u>100,895.00</u>
<u>Operational Costs</u>				
5050 TRAVEL	123,124.00	62,532.00	5,610.00	191,266.00
5057 DRUG SCREENING	2,750.00	4,450.00	-	7,200.00
5058 BACKGROUND	2,250.00	4,470.00	-	6,720.00
5060 STAFF DEVELOP	15,750.00	2,500.00	-	18,250.00
5065 TUITION RE-IM	-	-	-	-
5082 DEO - STAFF TRA	10,500.00	-	-	10,500.00
5087 WEB SITE SVC	20,555.00	8,400.00	-	28,955.00
5100 CONF. & MEET.	76,400.00	12,500.00	27,500.00	116,400.00
5341 INSURANCE	38,586.06	2,800.00	12,190.40	53,576.46
5355 SOFTWARE &SUPP.	35,625.00	3,800.00	-	39,425.00
5361 EQUIPMENT LEASE	40,800.00	1,860.00	4,063.25	46,723.25
5362 EQUIP REP&MNT	1,500.00	750.00	599.42	2,849.42
5370 OFFICE SUPPLIES	63,800.00	6,750.00	250.00	70,800.00
5390 POSTAGE	12,750.00	750.00	1,500.00	15,000.00

	<u>Operations</u>	<u>Education</u>	<u>Facilities</u>	<u>Total</u>
5400 PRINTING & PUBL	26,400.00	1,350.00	-	27,750.00
5410 LEGAL FEES	45,000.00	1,500.00	7,500.00	54,000.00
5420 AUD&MONIT	160,000.00	6,300.00	250.00	166,550.00
5430 DUES & SUBSCRIP	14,067.00	2,596.00	4,300.00	20,963.00
5440 OUTREACH	17,345.00	2,500.00	-	19,845.00
5450 BANK CHARGES	16,500.00	-	-	16,500.00
5490 BUSINESS DEVELOPMENT	8,750.00	-	-	8,750.00
5500 WKFCE BD EXP	7,700.00	25.00	-	7,725.00
5501 Funding Decisions	-	1,887.00	-	1,887.00
	<u>740,152.06</u>	<u>127,720.00</u>	<u>63,763.07</u>	<u>931,635.13</u>
<u>Training & Support</u>				
5608 Transportation	175,000.00	1,475.00	-	176,475.00
5609 Support Services-All	31,500.00	-	-	31,500.00
5592 Training-Customized	250,000.00	-	-	250,000.00
5593 Training-Educational	25,000.00	-	-	25,000.00
5601 Training-Teen Pregnancy	64,100.00	-	-	64,100.00
5610 Training-OJT	425,000.00	-	-	425,000.00
5904 Intensive Services	40,000.00	-	-	40,000.00
5905 Training-Internships	50,000.00	-	-	50,000.00
5907 Training-O/S-50%	850,000.00	-	-	850,000.00
5908 Training-Younger Youth-DG	340,650.00	-	-	340,650.00
5909 ITA Offset	(763,274.56)	-	-	(763,274.56)
5909 Training-ITA (50%)	3,673,552.00	-	-	3,673,552.00
5960 Training-Summer Youth-DG	844,200.00	-	-	844,200.00
	<u>6,005,727.44</u>	<u>1,475.00</u>	<u>-</u>	<u>6,007,202.44</u>
<u>Educational Contracts</u>				
5714 Contracts-Guadalupe Center	-	-	-	-
5718 Contracts-Collier County S.D	-	319,864.00	-	319,864.00
5718 Contracts-CCSD-Vendor	-	180,562.00	-	180,562.00
5720 Contracts-United Arts	-	-	-	-
5725 Contracts-Parks & Recreation	-	38,400.00	-	38,400.00
5728 Contracts-Boy & Girls Club	-	-	-	-
5738 Contracts-Field Trips	-	108,000.00	-	108,000.00
5740 Contracts-RCMA	-	-	-	-
5746 Contracts-Science Unleashed	-	-	-	-
5752 Contracts-SI2	-	-	-	-
5754 Contracts-Stipends	-	135,000.00	-	135,000.00
5755 Contracts-STEM	-	-	-	-
5759 Contracts-Individual Training	-	51,745.00	-	51,745.00
5760 Contracts-Evaluation	-	27,000.00	-	27,000.00
5761 Contracts-Immokalee Foundation	-	-	-	-
5762 Contracts-Immokalee Housing Found	-	-	-	-
5763 Contracts-Food Service	-	976,274.00	-	976,274.00
5764 Contracts-Halocaust Ctr	-	7,225.00	-	7,225.00
5912 Supplies-ED	-	134,614.00	-	134,614.00
S.T.	-	1,978,684.00	-	1,978,684.00
5999 Indirect Cost Allocation	(426,878.30)	368,864.39	58,013.91	(0.00)
Total Expenses	<u>14,047,776.95</u>	<u>3,943,219.25</u>	<u>544,299.82</u>	<u>18,535,296.02</u>
Net	<u>2,702.76</u>	<u>0.15</u>	<u>40.70</u>	<u>2,743.60</u>

Southwest Florida Workforce Development Board
Budget Comparison

	Original Budget- PY 2015-2016	Original Budget- PY 2014-2015	Original Budget- PY 2013-2014	Revised Budget- PY 2012-2013	Revised Budget- PY 2011-2012	Revised Budget- PY 2010-2011	Revised Budget- PY 2009-2010	Revised Budget- PY 2008-2009	Revised Budget-PY 2007-2008
Operating Revenues									
Funding	18,538,039.62	16,097,711.84	18,979,741.25	19,567,561.27	22,090,825.25	21,788,137.01	25,115,081.91	13,414,101.00	9,674,611.00
Rental Income		221,515.49	174,317.23	247,062.84	336,383.91	507,013.20	305,580.84	486,781.00	334,083.00
Total Operating Revenues	18,538,039.62	16,319,227.33	19,154,058.48	19,814,624.11	22,427,209.16	22,295,150.21	25,420,662.75	13,900,882.00	10,008,694.00
Operating Expenditures									
Payroll & Benefits									
Salaries	6,205,811.20	5,107,853.02	4,989,295.92	4,765,571.09	4,535,167.84	5,410,084.23	5,640,431.47	4,862,123.00	3,779,175.00
Payroll Taxes	487,136.12	419,910.76	425,601.08	400,931.66	452,185.29	490,320.94	531,246.67	381,348.31	295,981.00
Worker's Comp	16,482.27	12,886.64	21,822.86	20,718.79	19,988.85	20,677.92	24,119.88	17,956.03	23,834.00
Group Insurance	758,699.49	702,476.15	649,919.62	597,716.92	496,525.58	500,724.28	423,391.77	273,019.27	215,972.00
Total Payroll & Benefits	7,468,129.08	6,243,126.56	6,086,639.48	5,784,938.46	5,503,867.56	6,421,807.37	6,619,189.79	5,534,446.61	4,314,962.00
Facilities Expense									
Rent	1,477,468.75	1,374,282.39	1,086,651.53	1,074,942.65	1,011,677.52	1,166,554.80	1,331,704.46	1,014,942.50	1,054,979.00
Facilities Expense	-	21,000.00	110,000.00	25,853.64	20,000.00	64,951.24	-	-	-
Utilities	40,200.00	50,160.00	49,560.00	55,228.82	83,600.00	55,100.00	67,976.00	54,725.00	40,907.00
Communications	226,540.04	147,714.74	240,715.18	128,695.57	231,059.34	309,673.00	261,222.03	267,161.00	187,399.00
Office R&M	32,200.00	27,450.00	68,200.00	42,000.00	24,500.00	51,250.00	95,237.00	18,715.00	6,040.00
Lawn	13,560.00	19,560.00	28,060.00	13,730.00	10,000.00	10,000.00	10,000.00	10,000.00	9,500.00
Pest	1,900.00	1,900.00	1,550.00	1,050.00	2,500.00	2,500.00	3,647.00	4,207.00	500.00
Janatorial	74,500.00	74,500.00	74,500.00	76,887.28	68,000.00	72,625.00	75,125.00	77,500.00	66,330.00
Insurance	27,504.57	55,999.69	25,012.74	33,616.31	53,619.06	30,771.88	41,326.85	56,152.00	43,300.00
Interest	99,200.00	99,200.00	103,500.00	103,500.00	110,500.00	122,000.00	122,000.00	122,000.00	119,308.00
Building R&M	46,260.00	88,260.00	242,707.80	36,707.80	24,000.00	129,300.00	317,511.97	86,785.00	-
Disposal	9,417.00	12,100.00	16,450.00	8,110.88	7,500.00	29,000.00	9,000.00	4,000.00	3,200.00
R.E. Tax	-	-	-	-	-	-	-	-	47,500.00
Total Facilities Expense	2,048,750.36	1,972,126.83	2,046,907.24	1,600,322.95	1,646,955.92	2,043,725.92	2,334,750.31	1,716,187.50	1,578,963.00
Equipment Expense									
Equipment Purchases	100,895.00	60,490.00	168,450.00	112,550.00	125,000.00	128,450.00	180,165.00	94,103.00	15,483.00
Total Equipment Expense	100,895.00	60,490.00	168,450.00	112,550.00	125,000.00	128,450.00	180,165.00	94,103.00	15,483.00
Operational Expense									
Travel	191,266.00	121,314.00	193,067.54	155,140.97	116,757.00	116,187.00	219,343.52	119,149.00	68,102.00
HR Expense	13,920.00	9,000.00	26,750.00	40,218.00	11,700.00	11,876.00	12,651.00	4,417.00	331.00
Staff Development	18,250.00	29,000.00	54,000.00	47,250.00	45,500.00	72,000.00	109,925.00	23,497.00	17,481.00
DEO-Expense	10,500.00	10,500.00	18,166.00	18,750.00	25,000.00	25,000.00	25,075.00	14,092.00	18,520.00
Web Costs	28,955.00	20,100.00	26,350.00	27,287.50	26,250.00	-	-	-	1,305.00
Conference&Meetings	116,400.00	103,500.00	67,500.00	51,787.50	75,000.00	71,167.00	145,148.33	89,927.00	33,586.00
Insurance-General	53,576.46	47,129.08	36,784.96	17,727.00	13,776.33	17,079.00	28,517.00	35,837.00	6,217.00
Software Expense	39,425.00	34,500.00	62,395.00	35,555.00	42,039.56	41,845.00	44,644.71	28,606.00	17,820.00
Equipment Lease	46,723.25	39,281.10	38,194.84	92,268.29	75,768.19	42,596.08	66,120.19	120,774.00	104,053.00
Equipment R&M	2,849.42	4,809.22	8,250.00	49,444.88	10,000.00	69,000.00	39,713.13	37,895.00	33,892.00
Office Supplies	70,800.00	89,000.00	80,625.00	165,547.86	288,666.00	92,234.00	233,833.63	113,893.00	72,152.00
Postage	15,000.00	26,500.00	25,750.00	54,000.00	57,500.00	24,000.00	65,727.00	52,639.00	51,331.00
Printing	27,750.00	36,000.00	74,650.00	100,650.00	40,000.00	63,763.00	155,366.00	86,271.00	24,666.00
Legal	54,000.00	50,500.00	32,500.00	30,500.00	41,500.00	22,040.00	36,985.71	48,712.00	14,430.00
Audit-Monitor Expense	166,550.00	160,250.00	155,250.00	160,600.00	182,500.00	175,364.00	204,252.42	146,604.00	223,802.00
Dues-Fees	20,963.00	25,715.00	25,715.00	15,545.00	10,536.00	8,181.00	21,514.00	11,636.50	7,616.00
Outreach	19,845.00	35,000.00	76,000.00	40,850.00	63,078.00	160,674.30	99,583.21	75,396.85	12,777.00
Bank Expense	16,500.00	12,000.00	150.00	9,000.00	14,000.00	14,000.00	4,250.00	7,430.00	175.00
Business Development	8,750.00	17,000.00	100,000.00	30,000.00	10,000.00	-	-	-	31,100.00
Board Expenses	9,612.00	15,000.00	10,088.75	7,300.00	24,500.00	94,948.60	112,156.00	148,164.52	126,618.00
Total Operational Expense	931,635.13	886,098.39	1,112,187.09	1,149,422.00	1,174,071.08	1,121,954.98	1,624,805.85	1,164,940.87	865,974.00
Training & Support									
Training-All	5,117,202.44	6,078,456.50	7,698,799.10	8,344,420.28	11,481,000.00	1,902,907.20	4,893,348.19	1,094,252.00	1,260,844.00
Training-ARRA						7,777,287.96	6,613,807.00	1,724,506.04	-
Total Training & Support	5,117,202.44	6,078,456.50	7,698,799.10	8,344,420.28	11,481,000.00	9,680,195.16	11,507,155.19	2,818,758.04	1,260,844.00
Contracts									
Specific Funding		-	824,960.00	1,050,000.00	158,063.00	79,151.67	419,035.00	610,866.00	597,869.00
Out of School	850,000.00	950,000.00	950,000.00	950,000.00	950,000.00	804,624.86	650,000.00	650,664.00	295,625.00
Educational Programs	1,978,684.00	65,175.00	262,300.00	232,411.38	854,630.75	1,522,490.25	1,381,647.00	1,254,284.00	1,038,135.00
In School Program		-	-	-	100,000.00	442,750.00	650,000.00	-	-
TANF	40,000.00	40,000.00	4,000.00	590,000.00	430,000.00	50,000.00	50,000.00	40,000.00	25,000.00
Total Contracts	2,868,684.00	1,055,175.00	2,041,260.00	2,822,411.38	2,492,693.75	2,899,016.78	3,150,682.00	2,555,814.00	1,956,629.00
Total Operating Expenditures	18,535,296.02	16,295,473.27	19,154,242.92	19,814,065.06	22,423,588.31	22,295,150.21	25,416,748.14	13,884,250.02	9,992,855.00
Excess of Revenues over Expenditures	2,743.60	23,754.06	(184.44)	559.04	3,620.85	-	3,914.61	16,631.98	15,839.00

**SOUTHWEST FLORIDA WORKFORCE
DEVELOPMENT BOARD, INC.
d/b/a CAREERSOURCE SOUTHWEST FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.
FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2014

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Southwest Florida Workforce Development Board, Inc.
Fort Myers, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Southwest Florida Workforce Development Board, Inc. (a nonprofit organization) (the "Organization"), which comprise the statement of financial position as of June 30, 2014, and the related statements of activities and cash flows for the fiscal year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Southwest Florida Workforce Development Board, Inc. as of June 30, 2014, and the changes in its net assets and its cash flows for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 7, 2014, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

November 7, 2014

FINANCIAL STATEMENTS

SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2014

ASSETS

Current assets:	
Cash and cash equivalents	\$ 1,161,426
Restricted cash	187,572
Accounts receivable	2,318
Grant receivable	649,742
Prepaid expenses	19,944
Total current assets	<u>2,021,002</u>
Property and equipment:	
Land and building	2,700,189
Leasehold improvements	414,156
Data processing equipment	488,701
Furniture and fixtures	375,584
Office equipment	27,171
Total Property and equipment	<u>4,005,801</u>
Less accumulated depreciation	<u>(1,732,387)</u>
Net property and equipment	<u>2,273,414</u>
Long-term assets	
Unamortized loan costs, net	29,176
Total assets	<u><u>\$ 4,323,592</u></u>

LIABILITIES AND NET ASSETS

Current liabilities:	
Accounts payable	\$ 895,407
Accrued wages and benefits	311,794
Deferred grant revenue	508,474
Current portion - note payable	94,453
Total current liabilities	<u>1,810,128</u>
Long-term liabilities:	
Note payable	<u>1,908,868</u>
Net assets:	
Unrestricted	334,503
Property and equipment	<u>270,093</u>
Total net assets	<u>604,596</u>
Total liabilities and net assets	<u><u>\$ 4,323,592</u></u>

See notes to financial statements

SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2014

Revenues:	
Grant revenue (Federal)	\$ 15,004,628
Grant revenue (Other)	1,035,703
Rent revenue	568,249
Contributions	159,669
Interest income	281
Total revenues	<u>16,768,530</u>
Expenses:	
Program	14,899,354
Administrative	1,187,651
Interest expense	97,499
Depreciation and amortization	71,088
Total expenses	<u>16,255,592</u>
Change in net assets	<u>512,938</u>
Net assets, beginning of year	91,658
Net assets, end of year	<u><u>\$ 604,596</u></u>

See notes to financial statements

SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.
STATEMENT OF CASH FLOWS
FOR THE FISCAL YEAR ENDED JUNE 30, 2014

Cash flows from operating activities:	
Change in net assets	\$ 512,938
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	71,088
(Increase)/Decrease in:	
Accounts receivable	1,238
Grants receivable	(273,146)
Prepaid Expenses	41,606
Increase/(Decrease) in:	
Accounts payable	316,177
Accrued expenses	22,743
Deferred revenue	64,181
Net cash provided by operating activities	<u>756,825</u>
Cash flows from investing activities:	
Acquisition of fixed assets	<u>(421,679)</u>
Net cash (used) by investing activities	<u>(421,679)</u>
Cash flows from financing activities:	
Loan repayment	<u>(90,073)</u>
Net cash (used) by financing activities	<u>(90,073)</u>
Total increase in cash and cash equivalents	<u>245,073</u>
Cash and cash equivalents, Beginning of year	1,103,925
Cash and cash equivalents, End of year	<u>\$ 1,348,998</u>

See notes to financial statements

SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014

NOTE 1 - NATURE OF OPERATIONS

Southwest Florida Workforce Development Board, Inc., (the "Board") d/b/a CareerSource Southwest Florida is a not-for-profit corporation that was established in April 1997 under the laws of the State of Florida. The Board is one of twenty-four Regional Workforce Development Boards in the State of Florida providing for the development, planning, monitoring and administration of the following grants and programs:

- A. Workforce Investment Act (WIA Title I)
- B. 21st Century Community Learning Centers
- C. Wagner-Peyser
- D. Disability Navigator
- E. Unemployment Compensation
- F. Trade Adjustment Assistance Program
- G. Child and Adult Care Food Program
- H. Disabled Veterans Outreach Program
- I. Local Veterans Employment Representative
- J. Food Stamp Employment and Training
- K. Welfare Transition
- L. State Mentoring and Student Assistance Initiative

The Board covers Region 24 which includes Collier, Charlotte, Hendry, Glades and Lee counties. Support and revenue are obtained primarily from federal grants and state grants. The Board is responsible for developing and implementing an area plan and subgranting funds to direct providers of services.

During the current fiscal year, the Board rebranded under the name CareerSource Southwest Florida. The rebranding was a statewide initiative for all Workforce Boards in Florida.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting and Presentation: The Board uses the accrual basis of accounting, in which revenues are recognized when they are earned and expenses are recognized when they are incurred. Revenues and the related expenses of cost-reimbursement grant programs are recognized as allowable costs are incurred. Financial statement presentation follows the recommendations of the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 "Not-for-Profit Entities". Under FASB ASC 958, the Board is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Restricted and Unrestricted Revenue and Support: Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. In addition, the Board recognizes only those contributed services which are provided by individuals possessing "specialized skills".

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions. Temporarily restricted grant revenues are reported in the Statement of Activities as unrestricted revenues if the restrictions are met during the Board's fiscal year. Federal grant advances are classified as deferred revenue until expended for the purpose intended.

Promises to Give: Unconditional promises to give are recognized as revenues or gains in the period received and as assets, decreases of liabilities, or expenses depending on the form of the benefits received. Conditional promises to give are recognized when the conditions on which they depend are substantially met.

Allowance for Doubtful Accounts: Management believes that all receivables are collectible within one year, therefore, the Board has not included a provision for uncollectible accounts. Any accounts deemed uncollectible will be charged to expense when the determination is made. There were no uncollectible accounts during the fiscal year ended June 30, 2014.

Fixed Assets: Property and equipment are recorded at cost, if purchased by the Board or at fair market value at the date of the gift, if received as a donation. Donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Board reports expirations of donor restricted assets when the donated or acquired assets are placed in service as instructed by the donor. The Board reclassifies temporarily restricted assets to unrestricted net assets at that time. The Board generally capitalizes those assets with a cost in excess of \$5,000 and a useful life over one year. Depreciation is provided over the estimated useful lives of the respective assets using the straight-line method.

Interest costs incurred from the date of borrowing until the specified qualifying assets acquired with those borrowings are ready for use are capitalized as part of the cost of the asset.

Substantially all fixed assets recorded by the Board were acquired with federal funds. Accordingly, certain rules and regulations apply to the acquisition, recording, use and disposition of such fixed assets, including authorization for disposal by the specific grantor agency.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Loan and Financing Costs: Loan and financing costs are being amortized over the remaining life of the loan.

Donated Use of Assets and Donated Services: The estimated fair market value of the free use of assets owned by others, and the estimated fair value of contributed services of individuals with special skills over which the Board exercises control and which constitute a part of the normal program or services that would otherwise be performed by paid personnel, the amount of which is clearly measurable, are also recorded and reflected in the accompanying financial statements.

Income Taxes: The Board is exempt from federal income taxes under the provisions of the Internal Revenue Code Section 501(c)(3). Management has evaluated the effect of the guidance provided by U.S. Generally Accepted Accounting Principles on Accounting for Uncertainty in Income Taxes. Management believes that the Board continues to satisfy the requirements of a tax-exempt organization at June 30, 2014. Management has evaluated all other tax positions that could have a significant effect on the financial statements and determined the Board had no uncertain income tax positions. As required by the Internal Revenue Service's regulations, the Board annually files a Form 990, "Return of Organization Exempt from Income Tax" with the Internal Revenue Service. Those returns for 2013, 2012, and 2011 are currently subject to review and adjustment by the Internal Revenue Service.

Cash and Cash Equivalents: For purposes of reporting cash flows, the Board considers all money market funds with an original maturity of three months or less to be cash equivalents.

Paid Leave Time: Board employees are entitled to certain paid leave time benefits based on length of employment and other factors. These benefits either vest or accumulate and are accrued when they are earned. The amount of paid leave time accrued at June 30, 2014 was \$352,540, of which \$78,869 was paid after year fiscal end to employees.

Restricted Cash: Restricted cash consists of cash reserves required under the note payable. The Board is required to add to the balance each year until the balance equals the equivalent of one year's debt service.

Functional Allocation of Expenses: The costs of providing the various programs and other activities have been summarized on a functional basis in the Statement of Activities.

Use of Estimates in the Preparation of Financial Statements: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (generally accepted accounting principles) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues, support and expenses during the period. Actual results could vary from the estimates that were used.

NOTE 3 – GRANTS RECEIVABLE

At June 30, 2014, grants receivable consists of the following:

<u>Program</u>	<u>Amount</u>
WIA Adult	\$ 138,259
WIA Youth	162,124
Wagner Peyser	16,070
DVOP	4,017
Welfare Transition	19,055
21st Century Community Learning Centers (Miracle)	130,212
Other	180,005
Grants Receivable	\$ 649,742

NOTE 4 – DEFERRED REVENUE

The Board records advances on grants and contracts as deferred revenue until it is expended for the purpose of the grant or contract, at which time it becomes unconditional and is recognized as revenue.

At June 30, 2014, deferred revenue consisted of the following:

<u>Program</u>	<u>Amount</u>
WIA Dislocated Worker	\$ 9,210
Food Stamp Employment and Training	6,077
Local Veterans Employment Representative	690
Unemployment Compensation	17,413
Trade Adjustment Program	5,004
21st Century Community Learning Centers (Miracle)	48,302
Other	421,778
Deferred Revenue	\$ 508,474

NOTE 5 – PROPERTY AND EQUIPMENT

A schedule of property and equipment at June 30, 2014 follows:

<u>Asset</u>	<u>2013</u>	<u>Useful Lives</u> <u>In Years</u>
Land	\$ 25,000	-
Building	2,675,189	40
Leasehold improvements	414,156	5
Office Equipment	27,171	5
Data Processing Equipment	488,701	5
Furniture and Fixtures	375,584	5
	<u>4,005,801</u>	
Less: Accumulated Depreciation	<u>(1,732,387)</u>	
	<u>\$ 2,273,414</u>	

NOTE 6 – GRANTS

Grants are subject to renewals and period amendments and require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of the funds to grantors. Although that is a possibility, the Board deems the contingency remote, since by accepting the contracts and their terms; it has accommodated the objectives of the grantors to the provisions of these contracts.

The Board receives funds from the Naples Children Education Fund (“NCEF”) to support the Immokalee Out of School Program and the Miracle Program administered by the Board. For the fiscal year ended June 30, 2014, the Board received \$730,632 and \$340,000 respectively for the programs.

Grants accounted for approximately 97% of revenues for the fiscal year ended June 30, 2014. Without these grants, the Board's ability to fund its programs would be greatly reduced.

NOTE 7 – EMPLOYEE BENEFIT PLAN

The Board maintains a flexible benefits plan that includes a 403(b) savings plan. All qualified employees are allocated an amount equal to 33% of the individual's annual salary. The employees can use the amount to purchase various benefit plans including health insurance, group term life insurance and other benefits. Employees may make voluntary contributions to the 403(b) savings plan for any amount up to the 33% allocated by the Board.

NOTE 8 – NOTE PAYABLE

Note payable consists of one note payable to the U.S. Department of Agriculture (USDA). The note accrues interest at 4.75% per annum. Principal and interest payments of \$15,631 are due monthly through June 30, 2029. The loan is secured by a lien on a building and all personal property owned or acquired as part of the facility. In addition, revenues derived from the operation of the Center have been secured through a security agreement.

At June 30, 2014, the scheduled principal and interest payments are as follows:

Year ending			
June 30:	Principal	Interest	Total
2015	\$ 94,453	\$ 93,119	\$ 187,572
2016	99,038	88,534	187,572
2017	103,847	83,725	187,572
2018	108,888	78,684	187,572
2019	114,174	73,398	187,572
2020-2024	659,597	278,263	937,860
2025-2029	823,324	101,833	925,157
Total	<u>\$ 2,003,321</u>	<u>\$ 797,556</u>	<u>\$ 2,800,877</u>

The note payable to the USDA contains certain covenants related to establishing reserve accounts, insurance and bonding requirements, and financial reporting requirements. Management of the Board believes that they are in compliance with all significant debt covenants.

NOTE 9 – CASH CONCENTRATION

The Board maintains cash balances with a financial institution. All deposits were 100% insured by Federal Depository Insurance or by collateral provided by the institution as a qualified public depository to the State Treasurer pursuant to the Public Depository Security Act of the State of Florida.

NOTE 10 – RELATED PARTIES

To carry out its training programs, the Board entered into contractual agreements with local colleges and other community organizations, several of which have delegates on the Board of Directors. All of the contracts were approved by the Board of Directors in accordance with procedures established by the Florida Department of Economic Opportunity. These procedures require a two-thirds majority vote of the Board of Directors in favor with the related party abstaining from the vote. Utilization of these training vendors is the decision of individual participants.

NOTE 11 – LEASE COMMITMENTS

As Lessee

The Board has entered into lease agreements for office rent. Total rent expense for the fiscal year ended June 30, 2014 was approximately \$1,291,483. This amount is net of the \$190,604 received from sub-lessees. The leases have different expiration dates, and may or may not be renewed. The Board has also entered into operating lease agreements for the rent of office equipment. Minimum future annual lease payments under these agreements for rent is as follows:

<u>Year ending June 30,</u>	<u>Total</u>
2015	\$ 930,023
2016	818,058
2017	844,691
2018	627,552
2019	88,591
Total	<u>\$ 3,308,915</u>

As Lessor

The Board has long-term operating lease agreements with unaffiliated lessees to occupy space in its offices and at the One-Stop Career Center. Minimum future annual rents receivable under non-cancelable leases that have remaining terms is as follows:

<u>Year ending June 30,</u>	<u>Total</u>
2015	\$ 173,779
2016	120,728
2017	23,949
Total	<u>\$ 318,456</u>

NOTE 12 – RECONCILIATION OF SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND THE STATEMENT OF ACTIVITIES TO OSMIS

As required, the Board regularly reconciles its financial records to the One Stop Management Information System (OSMIS) maintained by the State of Florida Department of Economic Opportunity. As of June 30, 2014, no discrepancies were noted.

Amounts expended on the Schedule of Expenditures of Federal Awards and revenues and expenses on the statement of activities were determined in accordance with the accrual basis of accounting. The following shows a reconciliation of grant revenue on the Schedule of Expenditures of Federal Awards and the amounts reported in OSMIS for the fiscal year ended June 30, 2014:

Expenditures/grant revenue	\$ 16,040,331
Funding directly obtained from the Federal government and other entities, not passed through the State OSMIS system	(3,311,490)
Amount reported in OSMIS	<u>\$ 12,728,841</u>

NOTE 13 – LEGAL MATTERS

In the ordinary course of business, the Board is subject to certain legal actions. In the opinion of management, such matters will not have a material effect on the financial position of the Board.

NOTE 14 – SUBSEQUENT EVENTS

In preparing these financial statements, Southwest Florida Workforce Development Board, Inc. has evaluated events and transactions for potential recognition or disclosure through November 7, 2014, the date the financial statements were available to be issued.

SINGLE AUDIT AND COMPLIANCE SECTION

**SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

<u>Federal Grantor/Pass Through Grantor/Program</u>	<u>CFDA Number</u>	<u>Expenditures</u>
<u>U.S. Department of Education</u>		
<u>Economic Development Administration</u>		
Passed through Florida Department of Education		
21ST Century Community Learning Centers	84.287	<u>1,252,832</u>
<u>U.S. Department of Labor</u>		
<u>Employment and Training Administration</u>		
Passed through the State of Florida		
Department of Economic Opportunity		
Workforce Investment Act (WIA) - Adult Program		
WIA Adult	17.258	4,284,446
WIA Performance Incentives	17.258	<u>20,574</u>
		<u>4,305,020</u>
Workforce Investment Act (WIA) - Youth Program		
WIA Youth	17.259	<u>2,633,634</u>
Workforce Investment Act (WIA) - Dislocated Worker Program		
WIA Dislocated Worker	17.278	<u>2,041,405</u>
Trade Adjustment Assistance		
Trade Adjustment Assistance	17.245	<u>21,690</u>
Employment Service		
Wagner Peysner	17.207	<u>1,091,753</u>
Unemployment Insurance		
Unemployment Compensation	17.225	<u>175,592</u>

(Continued)

See notes to schedule of expenditures of federal awards

**SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

<u>Federal Grantor/Pass Through Grantor/Program</u>	<u>CFDA Number</u>	<u>Expenditures</u>
<u>U.S. Department of Labor</u>		
<u>Veterans Employment and Training</u>		
Passed through the State of Florida		
Department of Economic Opportunity		
Disabled Veterans Outreach Program	17.801	56,358
Local Veterans Employment Representative Program	17.804	16,309
<u>U.S. Department of Labor</u>		
Passed through the State of Florida		
Department of Health		
After School Nutritional Program	10.586	\$ 947,558
<u>U.S. Department of Agriculture</u>		
<u>Food and Nutrition Service</u>		
Passed through the State of Florida		
Department of Economic Opportunity		
State Administrative Matching Grants for Food Stamp Program		
Food Stamp Employment and Training	10.561	124,419
<u>U.S. Department of Health and Human Services</u>		
<u>Administration for Children and Families</u>		
Passed through the State of Florida		
Department of Economic Opportunity		
Temporary Assistance to Needy Families		
Welfare Transition Program	93.558	2,338,058
Total Expenditures of Federal Awards		\$ 15,004,628

See notes to schedule of expenditures of federal awards

**SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.
 NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

NOTE A – SCOPE OF AUDIT PURSUANT TO OMB CIRCULAR A-133

All Federal grant operations of the Southwest Florida Workforce Development Board, Inc. (the "Board") are included in the scope of the Office of Management and Budget (OMB) Circular A-133 audit (the Single Audit). The Single Audit was performed in accordance with the provisions of the OMB Circular A-133 Compliance Supplement (Revised June 2014, the "Compliance Supplement"). Compliance testing of all requirements, as described in the Compliance Supplement, was performed for the grant programs noted below. These programs represent all Federal award Type A programs with the fiscal year 2014 cash and noncash expenditures in excess of \$450,009 and other grants that ensure coverage of at least 25 percent of Federally granted funds.

The programs tested as major programs include:

<u>Federal Program</u>	<u>CFDA No.</u>
WIA Cluster	17.258 - 17.260
21st Century Community Learning Centers	84.287

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying Schedule of Expenditures of Federal Awards includes all Federal Grants to the Board that had activity during the fiscal year ended June 30, 2014. The basis of accounting is described in Note 2 to the Board's financial statements.

NOTE C – FINDINGS OF NONCOMPLIANCE

There were no findings of noncompliance identified in connection with the 2014 Federal Single Audit.

NOTE D – SUBRECIPIENTS

Southwest Florida Workforce Development Board, Inc. provided federal awards to subrecipients as follows during the fiscal year ended June 30, 2014.

Henkels and McCoy	17.259	\$ 900,132
Hendry County Health Department	93.558	40,000



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors
Southwest Florida Workforce Development Board, Inc.
Fort Myers, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Southwest Florida Workforce Development Board, Inc. (a nonprofit organization) (the "Organization"), which comprise the statement of financial position as of June 30, 2014, and the related statements of activities and cash flows for the fiscal year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 7, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

This report is intended for the information of the management, Board of Directors, and grantor agencies and is not intended to be and should not be used by anyone other than these specified parties.

November 7, 2014



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

To the Board of Directors
Southwest Florida Workforce Development Board, Inc.
Fort Myers, Florida

Report on Compliance for Each Major Federal Program

We have audited Southwest Florida Workforce Development Board, Inc.'s. (a nonprofit organization) (the "Organization") compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the fiscal year ended June 30, 2014. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Organization's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Opinion on Each Major Federal Program

In our opinion, Southwest Florida Workforce Development Board, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the fiscal year ended June 30, 2014.

Report on Internal Control Over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

November 7, 2014

**SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.
SCHEDULE OF FINDINGS
FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

A. SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unmodified opinion on the financial statements of the Southwest Florida Workforce Development Board, Inc.
2. No significant deficiencies or material weaknesses relating to the audit of the financial statements are reported in the independent auditor's report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Southwest Florida Workforce Development Board, Inc., were disclosed during the audit.
4. No significant deficiencies or material weaknesses relating to the audit of the major federal award programs are reported in the independent auditor's report on compliance for each major program and on internal control over compliance required by OMB Circular A-133.
5. The independent auditor's report on compliance for each major federal awards program of Southwest Florida Workforce Development Board, Inc. expresses an unmodified opinion.
6. There were no audit findings relative to the major federal awards tested for Southwest Florida Workforce Development Board, Inc.
7. Dollar threshold for Type A programs was \$450,009. The programs tested as major programs include:

<u>Federal Program</u>	<u>CFDA No.</u>
WIA Cluster	17.258 - 17.260
21st Century Community Learning Centers	84.287

8. Southwest Florida Workforce Development Board, Inc. was determined to be a low-risk auditee pursuant to OMB Circular A-133.

B. FINDINGS - FINANCIAL STATEMENTS AUDIT

None

C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS

None

D. OTHER ISSUES

No summary schedule of prior audit findings is required because there were no prior audit findings related to Federal awards programs.

No corrective action plan is required because there were no findings required to be reported under the Federal Single Audit Act.

Blue Sheet No. 20150379	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 15
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TITLE:
Approve Waiver # W-150405 for the Pinewood Trails Park

ACTION REQUESTED:

(A) Approve a Waiver # W-150405 from the County Construction Manager procurement process to authorize County staff to serve as the Construction Manager and solicit informal sub-contractor bids for the development of 30 acres which will create the Pinewood Trails Park.

(B) Approve expenditures to construct Pinewood Trails Park which includes trails, two shade structures, tables, benches, parking lot, site amenities and interpretive signage in the amount of \$377,888.

(C) Approve Budget Resolution and Budget Transfer in the amount of \$41,198 from the Pine Island/Matlacha Community Park fund reserves to the Phillips Park project and amend the FY 14/15 budget accordingly.

FUNDING:

\$377,888; Fund type – Community Park Impact Fees; This project was planned and \$336,690 has been budgeted. An additional \$41,198 will be transferred from reserves to cover the remaining costs.

Development of Pinewood Trails Park will require minimal annual maintenance to the trails and amenities.

Fund type – Pine Island/Matlacha Community Park Impact Fees; Program – Parks Capital Project; Project – Pinewood Trails Park; \$58,700 has been spent or is encumbered for the engineering/design and permitting of the park, \$277,990 is available to construct the park and \$41,198 will be available upon approval of transfer of funds from reserves. Account string: 20179838625 will be used to fund this project.

WHAT ACTION ACCOMPLISHES:

Authorizes Lee County to act as its own Construction Manager, as opposed to engaging a contractor through the competitive solicitation process, with respect to the construction of Pinewood Trails Park. Construction of the park will include an ADA accessible trail, two shade structures, tables and benches and a parking lot that is ADA accessible. This park will provide the community with a location to exercise, view sunsets and learn about native plants and animals. Sections of the trails will be ADA accessible. The estimated total cost to design and construct Pinewood Trails Park is \$377,888. This project was planned and all but \$41,198 is included in the current budget.

MANAGEMENT RECOMMENDATION:

Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other	Commissioner: Department: FACILITIES CONSTRUCTION AND MANAGEMENT Division: No Divisions

Required Review:					
Damon Grant	Lori Borman	Mike Figueroa	Anne Henkel	Corris L. McIntosh Jr.	Peter Winton
FACILITIES CONSTRUCTION AND MANAGEMENT	Budget Analyst	Risk	Budget Analyst	County Attorney	Budget Services
David Harner					
County Manager					

	By: Damon Grant
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Background:

Lee County acquired the parent 38-acre tract in 1990 for \$221,000 on Pine Island that is catty-corner from Phillips Park. In 2013, this parcel was subdivided into two via a lot split. This project proposes to develop the northernmost 30 acres into a passive park containing trails, shade structures, parking lot, site amenities and interpretive signage.

Staff recommends using County Staff as the Construction Manager to oversee the development of Pinewood Trails Park because a savings of at least \$46,700 will be realized. Approximately \$26,700 will be saved based on a 7.07% CM fee and a minimum of \$20,000 will be saved on general conditions.

Even though a waiver is being requested from the CM procurement process, County staff will select firms to construct the improvements to the new Pinewood Trails Park based on the standard Procurement processes of acquiring quotes.

The total estimated cost to develop Pinewood Trails Park is \$377,888.

- 1) Construction Cost Analysis
- 2) Budget Resolution
- 3) Budget Transfers - 2
- 4) Justification for Waiver

6/19/2015 **COST ESTIMATE PINE ISLAND PARK**

Trades	Description	cost #1
Plumbing	Tap water line Sleeve into Water Meter	14,870.00
Art	Signage	4,500.00
Pavement	ADA trail through Park	103,780.00
Signage	All Signage through out Park	16,404.00
clearing	Trail, Primitive Trail, Parking	12,000.00
silt fence	5,600 ft.	4,424.00
Exotic plant removal	Through out Park and 75` of road frontage	22,500.00
Concrete	Pads, side walks, Culvert Pipes	19,561.00
Pavilions	Pavilions and Installation	45,665.00
Furniture	All Furniture Items Throughout Park	12,564.00
Parking lot	Shell Parking lot, Dry Detention, Culvert Pipe	44,220.00
Landscaping	Sod and Pine Straw	3,500.00
Construction Sub Total		303,988.00
Contingency	5%	15,200.00
Engineering/Design		58,350.00
Permits		350.00
Total Cost		377,888.00

RESOLUTION

Amending the Budget of impact fee construction – Pine Island/Matlacha, fund 38625 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2014-2015.

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 impact fee construction – Pine Island/Matlacha, fund 38625 for \$37,009 of the unanticipated revenue from the interfund transfer and an appropriation of a like amount for improvement construction and;

WHEREAS, the impact fee construction – Pine Island/Matlacha, fund 38625 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$291,214
Additions		
GC5810138625.381000.918625	Transfer from 18625	\$37,009
Amended Total Estimated Revenues		\$328,223

APPROPRIATIONS

Prior Total:		\$291,214
Additions		
20179838625.506540	Improvement Construction	\$37,009
Amended Total Appropriations		\$328,223

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the impact fee construction – Pine Island/Matlacha, fund 38625 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 _____, 2015.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

DOC TYPE YA
LEDGER TYPE BA

OFFICE OF COUNTY ATTORNEY

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Impact Fee Pine Island DATE: 06/25/15 BATCH NO. _____

FISCAL YEAR FY 14/15 FUND #: 18625 DOC TYPE: YB LEDGER TY| BA

TO: Non-Departmental Non-Departmental - Transfers
(DIVISION NAME) (PROGRAM NAME)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>DEBIT</u>
GC5810118625.509110.T38625	Transfer to 38625	\$37,009

TOTAL TO: \$37,009

FROM: Non-Departmental Non-Departmental - Reserves
(DIVISION NAME) (PROGRAM NAME)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>CREDIT</u>
GC5890118625.509930	Reserve for Future Cap Outlay	\$37,009

TOTAL FROM: \$37,009

EXPLANATION:

Move funds from reserves to transfer to impact fee construction fund to cover costs to build Pinewood Trails Park.

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

Chair

BA NO: _____ AUTH CODE: _____ TRANS DATE: _____

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Impact Fee Cons Pine Island DATE: 06/25/15 BATCH NO. _____

FISCAL YEAR FY 14/15 FUND #: 38625 DOC TYPE: YB LEDGER TY| BA

TO: Non-Departmental Non-Departmental - Transfers
(DIVISION NAME) (PROGRAM NAME)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>DEBIT</u>
20179838625.506540	Improvement Construction	\$4,189

TOTAL TO: \$4,189

FROM: Non-Departmental Non-Departmental - Reserves
(DIVISION NAME) (PROGRAM NAME)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>CREDIT</u>
GC5890138625.509930	Reserve for Future Cap Outlay	\$4,189

TOTAL FROM: \$4,189

EXPLANATION:

Move funds from reserves to the Pinewood Trails Project to cover costs to build a park on property acquired in 1990.

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

Chair

BA NO: _____ AUTH CODE: _____ TRANS DATE: _____

JUSTIFICATION FOR SOLE SOURCE AND/OR WAIVER PURCHASE

REQUISITION NUMBER _____ DATE 6/25/15

DEPARTMENT FACILITIES CONSTRUCTION & MANAGEMENT BUSINESS
UNIT 20179838625

SUGGESTED VENDOR

VARIOUS

ITEM DESCRIPTION AND REASON FOR SOLE SOURCE AND/OR WAIVER:
(MAY ALSO BE ATTACHED AS A MEMO)

THIS WAIVER IS TO ALLOW COUNTY STAFF TO SERVE AS CONSTRUCTION MANAGER TO
CONSTRUCT THE PINWOOD TRAILS PARK. A MINIMUM OF \$46,700 WILL BE SAVED
WHICH IS MADE UP OF \$26,700 IN CM FEE AND A MINIMUM OF \$20,000 OF GENERAL
CONDITIONS.

TECHNICAL CHARACTERISTICS:

THE PARK WILL HAVE TRAILS, TWO SHADE STRUCTURES, TABLES, BENCHES, PARKING LOT,
SITE AMENITIES AND INTERPRETIVE SIGNAGE.

REASON FOR REQUESTING SOLE SOURCE: N/A

ITEM MUST MATCH EXISTING EQUIPMENT, WHICH IS:

ITEM IS A REPAIR PART FOR EXISTING EQUIPMENT, WHICH IS:

ITEM IS TO BE ATTACHED TO EXISTING ITEM, WHICH IS:

TECHNICAL CHARACTERISTICS OF REQUESTED ITEM ARE ESSENTIAL TO OUR NEEDS
BECAUSE:

NO OTHER MANUFACTURER OF THIS TYPE OF PRODUCT EXISTS

Revision Date:

() OTHER MANUFACTURERS OF THIS TYPE OF PRODUCT DO NOT MEET OUR MINIMUM REQUIREMENTS:

MANUFACTURER'S NAME: _____

REASON: _____

MANUFACTURER'S NAME: _____

REASON: _____

MANUFACTURER'S NAME: _____

REASON: _____

() OTHER _____

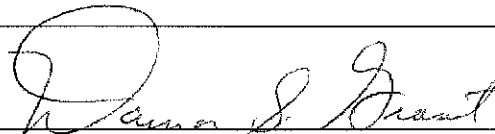
MUST PERFORM PRICE OR COST ANALYSIS OR ATTACH NEGOTIATED PRICE QUOTE FROM VENDOR; LETTER FROM MANUFACTURER STATING SOLE SOURCE. N/A

A) PRICE ANALYSIS PERFORMED

BASED ON:

B) COST ANALYSIS PERFORMED:

BASED ON:



SIGNATURE AND TITLE OF REQUESTER

Director, Facilities Construction & Management

Damon S. Grant

Revision Date:

APPROVED: 7/9/02

I, Diana Khan, AUTHORIZED BUYER,
CONCLUDE THE FOLLOWING:

SOLE SOURCE JUSTIFICATION IS ADEQUATE AND PURCHASE IS AUTHORIZED
WITHOUT COMPETITIVE BIDDING.

SOLE SOURCE JUSTIFICATION IS INADEQUATE AND REQUISITION IS
RETURNED TO DEPARTMENT.

DUE TO TIME RESTRAINTS PURCHASE IS AUTHORIZED WITHOUT
COMPETITIVE BIDDING.

COMPETITIVE/NON-COMPETITIVE BID WAIVER APPROVED.

Diana Khan
BUYER

[Signature]
PURCHASING DIRECTOR

Revision Date:

Blue Sheet No. 20150450	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 16
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TITLE:

Approve Award of Bid for Janitorial Services for the Public Safety Building

ACTION REQUESTED:

A) Approve Award of B-150273 Janitorial Services for the Public Safety Building to American Facility Services, Inc., for a Period of one year or until new bids are taken and awarded, at an annual expenditure of \$198,000.00. Additionally approve other miscellaneous charges, under the terms and conditions of B-150273, reflected on the Step Two section of the attached tabulation sheet.

B) Grant the Procurement Director, with County Administration approval, the authority to act on behalf of the Board in the event of vendor non-compliance and proceed to the next low bidder(s) in the event that the low bidder is unable to establish the effectiveness of their service or comply with the specification requirements.

C) Grant the Procurement Director, with County Administration approval, the authority to renew this agreement for four additional one-year periods, at the same terms and conditions, if doing so is in the best interest of Lee County.

D) Grant the Procurement Director, with County Administration approval, the authority to negotiate lower pricing if possible or exercise annual increases based on the Consumer Price Index upon mutual agreement of both parties.

E) Authorize the award of annual increase based on the Consumer Price Index.

F) Authorize annual expenditure of up to 4% of the annual total contract cost to cover such incidentals as, but not limited to, optional services, and the addition of geographically relevant facilities as permitted by the bid.

FUNDING:

\$198,000.00; General Fund; Included in the budget

This is routine janitorial services for the Public Safety Building. The award is for one year with four additional one-year renewal periods and includes increases to the initial amount for CPI and potential increases to services if applicable.

General Fund; Sheriff Support, CG5211600100.503410 - \$178,200

General Fund; Public Safety, Emergency Response; KF5260100100.503410.735 - \$19,800

WHAT ACTION ACCOMPLISHES:

Approves the award of Formal Bid No. B-150273 Annual contract for Janitorial Services for the Public Safety Building. This item provides Janitorial Services for the Public Safety Building for a term of one

Required Review:					
Damon Grant	Reginald Kantor	Mike Figueroa	Peter Winton	Corris L. McIntosh Jr.	David Harner
FACILITIES CONSTRUCTION AND MANAGEMENT	Budget Analyst	Risk	Budget Services	County Attorney	County Manager

year with four additional one-year renewal periods. The estimated annual expenditures for these services is \$198,000.00

MANAGEMENT RECOMMENDATION:

Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-1 <input type="checkbox"/> Other	Commissioner: Department: FACILITIES CONSTRUCTION AND MANAGEMENT Division: No Divisions By: Damon Grant

Background:
Approve the request- Allows Facilities Construction & Management to have the Public Safety Building serviced at a competitive price.
Do not approve the request- Will result in repeating the bidding process, with the likelihood of the same or similar results.

Provides Facilities Construction & Management with the janitorial services necessary to maintain the Public Safety Building in the most efficient and cost effective manner.

On June 30, 2015 Lee County Procurement received two (2) bid submittals. The submittals were reviewed and Facilities Construction & Management requested that the Division of Procurement obtain Board approval for the award of B-150273 to American Facility Services, Inc.

1. Bid Tabulation
2. American Facility Services, Inc. Bid



American Facility Services, Inc.
1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004
Office: 770.740.1613 Fax: 770.475.7720
www.americanfacilityservices.com

**PROJECT NO. B-150273 Janitorial Services
Public Safety Building Lee County
Step Two-Prices - ORIGINAL**

LEE COUNTY, FLORIDA
PROPOSAL BID FORM
FOR
JANITORIAL SERVICES FOR THE PUBLIC SAFETY BUILDING

DATE SUBMITTED: 6/26/2015

VENDOR NAME: American Facility Services, Inc.

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:

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

The undersigned acknowledges receipt of Addenda numbers: _____

IN ORDER FOR YOUR BID TO BE CONSIDERED VALID, REQUIRED SUBMITTALS, AS LISTED IN THIS SPECIFICATION, SHOULD BE INCLUDED WITH YOUR BID

PUBLIC SAFETY BUILDING

TOTAL ANNUAL CHARGES \$ 198,000.00 *
(BASIS OF AWARD) ANNUAL COST

***For this project sub contracting for special cleaning tasks, such as but not limited to window cleaning and pressure washing of buildings will be allowable; however, in regards to the day to day general cleaning no sub-contracting will be allowed for this project.**

THE FOLLOWING OPTIONS ARE TO BE USED AT LEE COUNTY'S DISCRETION, AS NEEDED:

Option A
COST PER SQUARE FOOT, PER DAY TO ADD \$ 0.02
DUSTING AND VACUUMING OF OFFICE AREAS P.S.F./PER DAY
(if over the required 2 x per week)

Option B
HOURLY RATE FOR EMERGENCY WORK \$ 13.00
PER PERSON PER HOUR

Option C
YEARLY COST TO ADD OR DELETE THE FOLLOWING POSITION:

UTILITY PERSON \$ 30,000.00

Option D
YEARLY COST TO ADD OR DELETE THE FOLLOWING POSITION:

ON-SITE SUPERVISOR \$ 32,400.00

IF IT IS DEEMED NECESSARY TO ADD OR DELETE SQUARE FOOTAGE FROM THIS CONTRACT, INCLUDING OTHER FACILITES OR SITES, ON A TEMPORARY OR PERMANENT BASIS; THE TOTAL ANNUAL CHARGE WILL BE DIVIDED BY THE NUMBER OF SQUARE FEET TO DETERMINE THE ANNUAL COST PER SQUARE FOOT. THAT COST PER SQUARE FOOT WILL BE ADDED TO OR DEDUCTED FROM THE TOTAL ANNUAL CHARGES.

TO BE STARTED WITHIN 14 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Does your firm have a location/office/facility in Lee County? AFS will open an office in Lee County upon award.
YES _____ NO X

Address:

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

Are there any modifications to the bid or specifications:
YES _____ NO X

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

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED THEIR BID WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO A BID 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 MATERIAL (AS APPLICABLE).

FIRM NAME American Facility Services, Inc.

BY (Printed): Kevin McCann

BY (Signature): 

TITLE: President

FEDERAL ID # OR S.S.# 58-1950842

ADDRESS: 1325 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004

PHONE NO.: (770) 740-1614

FAX NO.: (770) 475-7720

CELLULAR PHONE/PAGER NO.: (770) 318-9787

DUNS #: 78-451-9977

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:
1404387

E-MAIL ADDRESS: anugent@amfacility.com

DISADVANTAGED BUSINESS ENTERPRISE (DBE): Yes No

EXHIBIT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 08-26)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE/COLLIER COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee/Collier County)

1. What is the physical location of your principal place of business that is located within the boundaries of Lee/Collier County, Florida?

2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE/COLLIER COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE/COLLIER COUNTY (Please complete this section.)

1. How many employees are available to service this contract? 50

2. Describe the types, amount and location of equipment you have available to service this contract.

AFS has an office and warehouse in central Florida that we use to store the equipment that we will use for this contract. We also have a \$5M line of credit with Veritiv for any additional equipment that will be necessary and they have locations throughout Florida.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types, amount and location of material stock that you have available to service this contract.

AFS has an office and warehouse in central Florida that we use to store the material that will be used for this contract. We also have suppliers in Florida that we will use to provide paper products and chemicals on an on-going basis for this contract.

4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive three years?

Yes _____ No X

If yes, please provide your contractual history with Lee County for the past three, consecutive years. Attach additional pages if necessary.

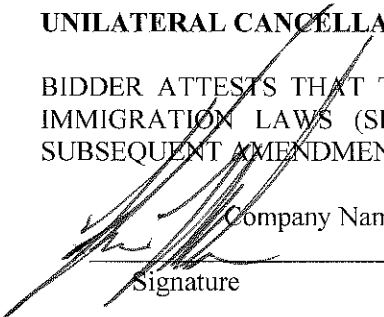
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: B-150273 PROJECT NAME: Janitorial Services for the Public Safety Building

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").

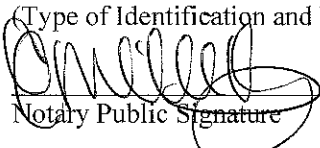
LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

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

 Company Name: American Facility Services, Inc. Kevin McCann
President 6/26/2015
Signature Title Date

STATE OF Georgia
COUNTY OF Forsyth

The foregoing instrument was signed and acknowledged before me this 26th day of June 2015, by Kevin McCann who has produced (Print or Type Name) drivers license as identification. (Type of Identification and Number)


Notary Public Signature

Emilie A. Blankenship
Printed Name of Notary Public

10/8/2017
Notary Commission Number/Expiration

Emilie A. Blankenship
Notary Public
State of Georgia
Cherokee County
My Commission Expires
10/8/2017

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

Blue Sheet No. 20150427	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 17
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TITLE:
Approve submission of the 2015 Challenge Grant application to fund programs for people who are homeless.

ACTION REQUESTED:
1) Approve submission of the 2015 Challenge Grant application on behalf of the Lee County Continuum of Care to the State of Florida Department of Children and Families' Office on Homelessness; and 2) Authorize Board to sign cover letter, certifications, and any other application forms requiring Lee County signature.

FUNDING:
Up to \$200,000; State of Florida Grant; Not included in current budget.

These are annual competitive grants.

None.

WHAT ACTION ACCOMPLISHES:
Allows Lee County to apply on behalf of the Lee County Continuum of Care for state funding for local homeless projects, which will be administered by the Department of Human Services and local non-profit agencies.

MANAGEMENT RECOMMENDATION:
Approve.

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute 420 <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code 3-17 <input type="checkbox"/> Other	Commissioner: Department: HUMAN SERVICES Division: No Divisions By: Ann Arnall

Background:
Approve submission of grant application.

The Florida Department of Children and Families' State Office on Homelessness (SOH) posted notice of the Challenge Grant solicitation on Friday, July 17, 2015. The Challenge Grant provides up to \$200,000 for local Continuums of Care for homeless housing, programs, and/or services. The Lee County Board of County Commissioners is the Lead Agency for the Lee County Continuum of Care. The County solicits local applications for funding, and then combines eligible and approved applications into one consolidated Lee County application for submission to the SOH.

Following the notice on Friday, July 17, Lee County Department of Human Services' staff prepared a solicitation for local projects, which was issued on Friday, July 24, 2015. The local process allowed two weeks to develop and submit applications to the Department of Human Services. Following the close of the local process on Friday, August 7, 2015, the applications are reviewed for eligibility, ranked according to published criteria, and combined into the consolidated application for submission by the deadline of

Required Review:					
Ann Arnall	Mark A. Trank	Anne Henkel	Peter Winton	Christine Brady	
HUMAN SERVICES	County Attorney	Budget Analyst	Budget Services	County Manager	

September 1, 2015.

Due to the Board's meeting schedule, it is not possible for the local process to be completed and the draft application to be made available for Board review prior to the meeting on Tuesday, August 18, 2015. Therefore, the Board is requested to approve the submission of the application, authorize chair signature on the required cover letter, certifications, and other grant materials as needed.

Provides for additional Human Services in Lee County.

None

Blue Sheet No. 20150435	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 18
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TITLE:
Accept \$31,480 in grant funding from the City of Fort Myers Police Department to continue the Truancy Assistance Program (TAP).

ACTION REQUESTED:
Approve a budget resolution to increase FY2014-2015 budget by \$31,480.

FUNDING:
\$31,480; State Grant through General Fund; not included in current budget

This grant may be renewed on an annual basis. There is no match requirement.

State grant through General Fund; City of Fort Myers Police Department through the Florida Department of Juvenile Justice Grant; Truancy Assistance Program.
Funds will be available in the following business unit upon approval of this action: FC5690100100

WHAT ACTION ACCOMPLISHES:
Accepts revenue from the City of Fort Myers Police Department in the amount of \$31,480 to continue the Truancy Assistance Program which serves approximately 25 youth from July 1, 2015 to June 30, 2016.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC 3-6 <input type="checkbox"/> Other	Commissioner: All Department: HUMAN SERVICES Division: No Divisions By: Ann Arnall

Background:
Accept revenue from the City of Fort Myers Police Department through the Florida Department of Juvenile Justice Grant.

TAP will mainly focus on students who attend an elementary school within the City of Fort Myers living in the identified zip codes 33901, 33905, and 33916 and some middle school students. The Department of Human Services' Case Manager will identify and address external factors that preclude the youth from attending school, provide home visits, identify and assist youth and family with obtaining social services, attend school conferences, court hearings, and any other meetings pertaining to the youth and their academics, and monitor the child's attendance. The term of the contract is July 1, 2015 through June 30, 2016.

The Truancy Assistance Program's overall goals are to increase student attendance, engage youth in activities in the community, and potentially divert youth away from entering into the judicial system. The City of Fort Myers Police Department is subcontracting with the Lee County Department of Human Services to provide case management services for TAP for a third year.

Required Review:					
Ann Arnall	Anne Henkel	Peter Winton	Mark A. Trank	Christine Brady	
HUMAN SERVICES	Budget Analyst	Budget Services	County Attorney	County Manager	

Attachments:

1. Budget Amendment Resolution

RESOLUTION

Amending the General Fund #00100 Budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2014-2015.

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 General Fund #00100 budget for \$31,480 of the unanticipated revenue from the Fort Myers Police for the Truancy Assistance Program (TAP) grant proceeds and an appropriation of a like amount for salaries and;

WHEREAS, the General Fund #00100 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES		
Prior Total:		\$498,062,467
Additions		
FC5690100100.366900.9263	TAP - FMPD	\$31,480
Amended Total Estimated Revenues		\$498,093,947

APPROPRIATIONS		
Prior Total:		\$498,062,467
Additions		
FC5690100100.501210.305	Salaries	\$31,480
Amended Total Appropriations		\$498,093,947

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the General Fund #00100 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 _____, 2015.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY
BY: _____
OFFICE OF THE COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

Blue Sheet No. 20150438	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 19
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TITLE:
Accept Housing Opportunities for People with AIDS Program (HOPWA) grant in the amount of \$100,000.

ACTION REQUESTED:
A. Execute contract CODKW between Lee County and the Health Planning Council of Southwest Florida for the Housing Opportunities for People with AIDS Program (HOPWA).
B. Approve budget resolution to increase FY2014-2015 budget by \$100,000.

FUNDING:
\$100,000; General Fund-Grant funds; not approved in current budget.

This grant may be renewed on an annual basis. There is no match requirement.

Federal grant through the General Fund; Health Planning Council; Housing Opportunities for People with AIDS Program. Funds will be available in the following business unit upon approval of this action:
11110100100

WHAT ACTION ACCOMPLISHES:
Provides Housing Opportunities for People with HIV/AIDS grant funds to financially assist people with HIV/AIDS to prevent homelessness, to re-house homeless households or assist with utility costs between July 1, 2015 and June 30, 2016.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC 3-6, 3-17 <input type="checkbox"/> Other	Commissioner: Department: HUMAN SERVICES Division: No Divisions By: Ann Arnall

Background:
This program will provide housing and utility payments for approximately 120 households whose income is at or below 80% of the Area Median Income. Grant funds cover the majority of salary and benefit expenses for two case managers. Case management activities include developing self sufficiency plans and authorizing housing and utility payments that are disbursed by the Health Planning Council.

Program has been funded annually since 1995.
Provides for Human Services in Lee County.

Attachments
1. Contract CODKW
2. Budget resolution

Required Review:					
Ann Arnall	Andrea R. Fraser	Anne Henkel	Peter Winton	Christine Brady	
HUMAN SERVICES	County Attorney	Budget Analyst	Budget Services	County Manager	

08/13

CFDA No. 14.241
CSFA No.

STATE OF FLORIDA
HEALTH PLANNING COUNCIL OF SOUTHWEST FLORIDA, INC
STANDARD CONTRACT

Client Non-Client
 Multi-County

THIS CONTRACT is entered into between the Health Planning Council of Southwest Florida, hereinafter referred to as the *Lead Agency*, and Lee County Department of Human Services hereinafter referred to as the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

- A. To provide services in accordance with the conditions specified in Attachment I.
B. Requirements of §287.058, Florida Statutes (F.S.)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, F.S. The Lead Agency may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, F.S. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law
 - a. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.
 - b. If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in §215.473, F.S. Pursuant to §287.135(5), F.S., the Department shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the Department shall take civil action against the provider as described in §287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.
2. Federal Law
 - a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
 - b. If this agreement includes federal funds and more than \$2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the Lead Agency.
 - c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 CFR, Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements."
 - d. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the Lead Agency.
 - e. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment III. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
 - f. Not to employ unauthorized aliens. The Lead Agency shall consider employment of unauthorized aliens a violation of §274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and §101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Lead Agency. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the provider. The provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
 - g. The provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by President's Executive Order 11375, and as supplemented by regulations at 41 CFR, Part 60.
 - h. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

- i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).
 - j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.
 - k. If the provider is determined to be a subrecipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and www.ccr.gov.
- D. Audits, Records, and Records Retention**
- 1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Lead Agency under this contract.
 - 2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
 - 3. Upon completion or termination of the contract and at the request of the Lead Agency, the provider will cooperate with the Lead Agency to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
 - 4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the Lead Agency.
 - 5. Persons duly authorized by the Lead Agency, the Department and federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
 - 6. To provide a financial and compliance audit to the Lead Agency as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor.
 - 7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
 - 8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or §215.97 F.S., as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.
Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
 - 1) allowable under the contract and applicable laws, rules and regulations;
 - 2) reasonable; and
 - 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.
 The aforementioned documentation is subject to review by Lead Agency, the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.
 - b. To ensure that funding received under this contract in excess of expenditures is remitted to the Lead Agency within 45 days of the earlier of the expiration of, or termination of, this contract.
 - 9. Public Records. Keep and maintain public records that ordinarily and necessarily would be required by the provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, F.S., or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

E. Monitoring by the Lead Agency

To permit persons duly authorized by the Lead Agency to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the Lead Agency of satisfactory performance of the terms and conditions of this contract. Following such evaluation the Lead Agency will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the Lead Agency within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Lead Agency, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the Lead Agency; and (3) the termination of this contract for cause.

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F. Indemnification

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the Lead Agency and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the Lead Agency is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the Lead Agency. The Lead Agency's failure to notify the provider of a claim shall not release the provider of the above duty to defend. **NOTE: Paragraph I.F.1. and I.F.2. are not applicable to the Florida Department of Health, as defined in §768.28, F.S.**

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the Lead Agency written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Lead Agency reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Lead Agency, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the Lead Agency permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the Lead Agency shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the Lead Agency against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Subcontractor Expenditure Report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Lead Agency.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Lead Agency in accordance with §287.0585, F.S. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the Lead Agency any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the Lead Agency. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the Lead Agency. In the event that the Lead Agency first discovers an overpayment has been made, the Lead Agency will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the Lead Agency will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, F.S., an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of Department of Health publication, "Methods of Administration, Equal Opportunity in Service Delivery."

M. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the Lead Agency.

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2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida or of the Lead Agency. Nor shall the provider represent to others that it has the authority to bind the Department or Lead Agency unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment or of employment at the lead agency as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida or of the Lead Agency.
5. Unless justified by the provider and agreed to by the Lead Agency in Attachment I, the Lead Agency will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

N. Sponsorship

As required by §286.25, F.S., if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and the State of Florida, Department of Health*. If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in at least the same size letters or type as the name of the organization.

O. Final Invoice

To submit the final invoice for payment to the Lead Agency no more than 30 days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the Lead Agency will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the Lead Agency.

P. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

Q. Public Entity Crime and Discriminatory Vendor

1. Pursuant to §287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, F.S., the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

R. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the Department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

S. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, §384.29, §381.004, §392.65, and §456.057, F.S. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the Department's security requirements provided to it during the period of this agreement. The provider must also

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comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE LEAD AGENCY AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed **\$100,000** subject to the availability of funds. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

III. THE PROVIDER AND THE LEAD AGENCY MUTUALLY AGREE

A. Effective and Ending Dates

This contract shall begin on 7/1/2015, or on the date on which the contract has been signed by both parties, whichever is later. It shall end on 6/30/2016.

B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the Lead Agency may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Lead Agency's right to remedies at law or in equity.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Lead Agency's operating budget.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

Kim Hustad
Lee County Department of Human Services
2440 Thompson Street, Fort Myers, FL 33901
239-533-7916

3. The name, address, and telephone number of the contract manager for the Lead Agency for this contract is:

Peggy Brown
8961 Daniels Center Drive Suite #401
Fort Myers FL, 33912
239-433-6700

2. The name of the contact person and street address where financial and administrative records are maintained is:

Barbara Hollis
Lee County Department of Human Services
2440 Thompson Street, Fort Myers, FL 33901

4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

E. All Terms and Conditions Included

This contract and its attachments as referenced, Attachments I, II, III, V, VII and VIII contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

I have read the above contract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this 6 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

THE HEALTH PLANNING COUNCIL OF SOUTHWEST FLORIDA INC.

SIGNATURE: _____

SIGNATURE: _____

PRINT/TYPE NAME: COMMISSIONER BRIAN HAMMAN

PRINT/TYPE NAME: ED HOUCK

TITLE: BOARD CHAIR

TITLE: CEO

DATE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: NA

FEDERAL EID# (OR SSN): 596000702

PROVIDER FISCAL YEAR ENDING DATE: 9/30

ATTACHMENT I

A. Services to be Provided1. Definition of Terms

- a. Acquired immunodeficiency syndrome (AIDS): A manifestation of infection with the human immunodeficiency virus characterized by the presence of one or more diseases as defined by the Center for Disease Control (CDC).
- b. Administrative costs: The costs for general management, oversight, coordination, evaluation, and reporting on eligible activities. These costs do not include costs directly related to carrying out eligible activities.
- c. AIDS Information Management System 2.0 (AIMS 2.0): The Department's software for the collection of information regarding individuals with AIDS.
- d. CAREWare: Software for managing and monitoring HIV/AIDS patient care services.
- e. Case Management Services: Client-centered services focused on maintaining eligible individuals in their home or shifting people back to a more permanent living situation. Services include HOPWA enrollment, counseling, housing information, and referral services to assist an eligible individual to locate, acquire, finance and maintain housing.
- f. Family: A household composed of two or more related persons. The term family also includes one or more eligible individuals living with another person or people who are determined to be important to their care or wellbeing, and the surviving member or members of any family described in this definition who were living in a unit assisted under the HOPWA program with the individual with AIDS at the time of his or her death.
- g. Housing Opportunities for Persons with AIDS (HOPWA): The federal program designed to directly address the housing needs of individuals living with HIV/AIDS.
- h. Human immunodeficiency virus (HIV): The agent isolated and recognized as the etiology of AIDS.
- i. Leveraged Non-HOPWA Resource: A resource other than HOPWA, which is used by the Provider in conjunction with HOPWA to provide housing opportunities to people with HIV/AIDS and their families. Such resources include Housing Choice Vouchers (Section 8), Public Housing Authority units, Supportive Housing for Persons with Disabilities/Elderly, Ryan White HIV/AIDS Treatment Modernization Act programs, and other federal, state, local, and private assistance programs and organizations.
- j. Local Homelessness Planning Process: A forum for communicating, sharing ideas, and developing area strategies to address homelessness.

- k. Low Income: A person whose household income is at or below the maximum allowable amount as defined in Florida Administrative Code Rule 64D-4.
- l. Project Sponsor: Any nonprofit organization or governmental housing agency that receives funds under a contract with the Department to carry out eligible activities under Title 24 Code of Federal Regulations, Part 574. Provider is the Project Sponsor under this contract.
- m. Quarter: A three month period of the fiscal year beginning on July 1. The quarters for this contract are July to September (first quarter); October to December (second quarter); January to March (third quarter); and April to June (fourth quarter).
- n. Short-Term Rent, Mortgage, and Utility (STRMU): This program provides financial assistance, limited to 21 weeks in a 52 week period.
- o. Tenant-Based Rental Assistance (TBRA): This program provides a rental subsidy used to assist participants obtain permanent housing.
- p. Transitional Housing: Short-term housing not to exceed 60 days in six months (e.g., hotel/motel, housing rooms), and is a supportive service.

2. General Description

- a. General Statement: This contract is to provide low income individuals with HIV/AIDS housing and support services.
- b. Authority: Section 381.003, Florida Statutes; Florida Administrative Code Chapter 64D-4; Title 24 Code of Federal Regulations, Part 574; and the U.S. Department of Housing and Urban Development Notice of Community Planning and Development 06-07.

- 3. Clients to be Served: Low income individuals with HIV/AIDS who meet the requirements of Florida Administrative Code Chapter 64D-4, whose eligibility information has been entered into the eligibility module in the state of Florida CAREWare database, and their families. The total household income of a client cannot exceed 80 percent of the median income in the area that they reside.

B. Manner of Service Provision

- 1. Scope of Work: Provider will provide housing and support services to clients and improve the quality and availability of HIV/AIDS services within the designated area. Provider must adhere to the most recent version of the following regulations in performing all tasks and deliverables covered by this contract:
 - *The Florida HIV/AIDS Patient Care Eligibility Determining Procedures Manual* (published on the Department website at <http://www.floridahealth.gov/diseases-and-conditions/aids/patient-care/eligibility-information1.html>).
 - *The Florida HIV/AIDS Case Management Operating Guidelines* (published on the Department website at

<http://www.floridahealth.gov/diseases-and-conditions/aids/patient-care/case-management-info.html>).

- *The Florida Department of Health, HIV/AIDS Section CAREWare User Manual.*
- Title 24 Code of Federal Regulations, Part 574.
- *The U.S. Department of Housing and Urban Development Notice of Community Planning Development 06-07.*
- *The HOPWA Grantee Oversight Resource Guide* (available online at <https://www.hudexchange.info/resource/1003/hopwa-grantee-oversight-resource-guide/>).

a. Tasks: Provider will perform the following tasks.

- 1) Provide client assistance to all clients requesting services. Client assistance includes paying invoices for STRMU, TBRA, and support services (e.g. permanent housing placement and/or transitional housing) in accordance with HUD regulations.
- 2) Prepare and maintain a case management file for each client seeking services, which must include at a minimum the client's State HOPWA Program eligibility determination, as described in Attachments VIII through XXII; and comprehensive case notes documenting the delivery of services.
- 3) Review five percent of active HOPWA case management files each month in accordance with Attachment V, Exhibit B. Prepare a HOPWA Case Management File Review Form, Attachment V, Exhibit B, based on the review and submit it to the Lead Agency within 10 days of the end of each month, but no later than submission of the monthly invoice.
- 4) Ensure the availability of at least one case manager to clients during normal business hours.
- 5) Prepare a disaster response plan and submit it to the Lead Agency within 60 days of contract execution. The disaster response plan must address Provider's plans to ensure client safety during a natural disaster.
- 6) Determine HOPWA program eligibility for all applicants prior to rendering services under this contract. The eligibility information of any eligible applicant must be entered into the eligibility module in the CAREWare database.
- 7) Prepare a HOPWA Invoice and Counts, Attachment V, using the data and submit it to the Lead Agency within 10 days of the end of each month.

- 8) Collect client demographic information for clients receiving services for the first time this contract year. Prepare a HOPWA Monthly Demographic Report (also known as the First Time This Year Report), Attachment V, using this information and submit it to the Lead Agency within 10 days of the end of each month, but no later than submission of the monthly invoice.
 - 9) Survey at least five percent of clients each year of the contract using the Client Satisfaction Survey and submit the completed surveys to the Lead Agency throughout the year. The results of this survey are compiled by February 20, each year of this contract.
 - 10) Prepare an Annual Progress Report using the most recent version of Form HUD-40110-C and submit it to the Lead Agency within 45 days following the end of each contract year. This form is available on the U.S. Department of Housing and Urban Development website at <https://www.hudexchange.info/resource/1012/hopwa-annual-progress-report-apr-form-hud-40110-c/>.
 - 11) Report the actual amount of leveraged non-HOPWA resources used to address needs identified in clients' individual housing service plans using the Planned Leveraged Non-HOPWA Funds Form (Attachment VII). Submit the completed Attachment VII to the Lead Agency within 15 days of the end of the contract year.
- b. Deliverables: Provider will complete the following deliverables in the time and manner indicated:
- 1) Monthly: Client Assistance as specified in B.1.a.1)
 - 2) Monthly: Case management as specified in Tasks B.1.a.2) through B.1.a.4).
 - 3) Monthly: Reporting services as specified in Tasks B.1.a.6) through B.5.a.11).
- c. Performance Measures: The Deliverables must be met at this minimum level of performance:
- 1) Deliverable B.1.b.1): Direct and support services must be provided on time and as specified.
 - 2) Deliverable B.1.b.2):
 - a) A case management file for each client must be prepared and maintained as specified.
 - b) The HOPWA Case Management File Review must be submitted within 10 days of the end of each month.

- c) A case manager must be available during normal business hours as specified.
 - 3) Deliverable B.1.b.3):
 - a) The Disaster Response Plan must be submitted as specified and within 60 days of contract execution as specified.
 - b) Determine HOPWA eligibility for all applicants prior to rendering services under this contract as specified.
 - c) The HOPWA Invoice and Counts must be submitted within 10 days from the end of each month as specified.
 - d) The completed client satisfaction surveys should be submitted throughout the year and must be submitted by February 20 of each year of the contract as specified.
 - e) The HOPWA Monthly Demographic Report (FTTY) must be submitted within 10 days from the end of each month as specified.
 - f) The Annual Progress Report must be submitted within 45 days following the end of each contract year as specified.
 - g) The Planned Leveraged Non-HOPWA Funds Form must be submitted within 15 days of the end of each contract year as specified.
- 2. Financial Consequences: If Provider does not provide the Deliverables in the time and manner specified in Section B., financial consequences will be assessed as follows:
 - a. Deliverable B.1.b.1): Failure to provide client assistance to all eligible clients as specified will result in a \$25.00 reduction of the monthly invoice for each day that client assistance is unavailable.
 - b. Deliverable B.1.b.2):
 - 1) Failure to prepare and maintain a case management file for each client as specified will result in a \$25.00 reduction of the monthly invoice for each day any client lacks a case management file.
 - 2) Each day the HOPWA Case Management File Review is late and not submitted as specified will result in a \$25.00 reduction of the monthly invoice for each day the report is late.
 - 3) Failure to provide a case manager as specified will result in a \$25.00 reduction of the monthly invoice for each day a case manager is not available.
 - c. Deliverable B.1.b.3):

- 1) Each day the Disaster Response Plan is late and not submitted as specified, will result in a \$25.00 reduction of the monthly invoice for each day the plan is late.
- 2) Failure to determine HOPWA program eligibility for each applicant as specified will result in a \$100.00 reduction of the monthly invoice per applicant for whom eligibility was not determined.
- 3) Each completed Client Satisfaction Survey that are not submitted as specified, will result in a \$25.00 reduction of the monthly invoice for each required completed survey that is not submitted.
- 4) Each day the HOPWA Monthly Demographic Report (FTTY) is late and not submitted as specified, will result in a \$25.00 reduction of the monthly invoice for each day the report is late.
- 5) Each day the Annual Progress Report is late and not submitted as specified, will result in a \$25.00 reduction of the monthly invoice for each day the report is late.
- 6) Each day the Planned Leveraged Non-HOPWA Funds Form is late and not submitted as specified, will result in a \$25.00 reduction of the monthly invoice for each day the form is late.

3. Service Location and Equipment:

- a. Service Delivery Location: Service will be available to clients in Area 8 which includes the following counties: Collier, Desoto, Glades, Hendry, Lee and Sarasota Counties. All service delivery locations should be accessible through public transportation or supplied transportation.
- b. Service Times: Services must be provided to clients a minimum of eight hours per day, Monday through Friday excluding state holidays. The eight hours per day must be consecutive and must include the core business hours of 9:00 a.m. to 4:00 p.m. in the local time zone.
- c. Changes in Location and Times: Provider must send the Lead Agency written notification one month prior to making any changes to location.

4. Staffing Requirements

- a. Staffing Levels and Professional Qualifications:
 - 1) Staffing Levels: Provider must maintain sufficient staff, community service providers, facilities, and equipment to deliver the services in B.1. Provider must notify the Lead Agency in writing within seven days of any changes in staffing that will render the Provider unable to perform the required services.
 - 2) Professional Qualification: Provider must ensure that all project staff possess the relevant qualifications, experience, and licensure needed to perform all required contract duties.

- b. Staffing Level Changes: Provider will notify the Lead Agency as soon as possible, but no later than five working days of any changes in key personnel positions of Provider. Key personnel positions include Supervisors and Case Managers. Such notification must be in writing and include information related to replacement staff assigned.

C. Method of Payment:

1. Payment: This is cost-reimbursement. The Department will pay Provider, upon satisfaction of the Deliverables specified in B.1.b. as follows:
 - a. Cost Reimbursement: Provider may seek reimbursement on a monthly basis for the following Deliverables:
 - 1) Case Management (Deliverable B.1.b.3): Case Management will be reimbursed according to Provider's expenditures for salaries and benefits of FTE case managers and using the criteria for allowable/unallowable costs as specified in C.4. below. Provider must submit the invoice in the format designated by the lead agency. The provider must also have the following information available at the annual monitoring and upon request for review:
 - a) Salaries: Source documentation is required including timesheet(s) and a copy of the check(s). A payroll register or similar document may be included but does not stand alone as sufficient backup documentation.
 - b) Fringe benefits:
 - Electronic verification numbers for payroll taxes or 941 form and copy of check.
 - Invoice stamped "paid" with check number and date paid (for insurance must list employees covered).
 - Covered amount for each employee and a copy of any retirement checks for each employee.
2. Invoice Requirements:
 - a. One invoice should be submitted for payment.
 - b. Provider must request payment on a monthly basis within 10 days following the end of the month service is provided.
 - c. Invoice should be submitted in the format designated by the Lead Agency (currently excel).
3. Financial Specifications: This project is funded through the U.S. Department of Housing and Urban Development (HUD).
 - a. Allowable Costs:

- 1) The Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations, is used as a guideline to determine allowable costs.
- 2) Eligible activities as prepared by HUD describe allowable services for HOPWA in Title 24 Code of Federal Regulations, Part 574.300(b).
- 3) Each Provider receiving amounts made under this program may use not more than seven percent of the amounts received for administrative costs as referenced in Title 24 Code of Federal Regulations, Part 574.300.
- 4) Each Provider receiving amounts from this program is limited to 35 percent for case management services as per state guidance.

b. Costs Not Allowed:

- 1) Funds cannot be used to purchase or improve land, or to purchase, construct or permanently improve any building or other facility. The provider cannot pay a mortgage or pay itself rent for the use of a building that it owns.
- 2) No cash payments to service clients.
- 3) Funds cannot be used to develop materials designed to promote or encourage intravenous drug use or sexual activity, whether homosexual or heterosexual.
- 4) Funds cannot be used for: Non-targeted marketing promotions or advertising about HIV services that target the general public (poster campaigns for display on public transit, TV or radio public service announcements, etc.). Broad-scope awareness activities about HIV services that target the general public.
- 5) Funds cannot be used for outreach activities that have HIV prevention education as their exclusive purpose.
- 6) Funds cannot be used for influencing or attempting to influence members of Congress and other federal personnel.
- 7) Funds cannot be used for foreign travel.
- 8) Funds cannot be used to pay any costs associated with the creation, capitalization or administration of a liability risk pool (other than those costs paid on behalf of individuals as part of premium contributions to existing liability risk pools), or to pay any amount expended by a state under Title XIX of the Social Security Act.
- 9) Funds cannot be used to support employment, vocational or employment-readiness services.

- 10) Funds cannot be used for direct maintenance expenses (tires, repairs, etc.) of a privately owned vehicle or any other costs associated with a vehicle, such as lease or loan payments, insurance or license and registration fees.
- 11) Funds cannot be used for the following activities or to purchase these items:
 - a) Clothing.
 - b) Funeral, burial, cremation or related expenses.
 - c) Household appliances.
 - d) Pet foods or other non-essential products.
 - e) Off-premise social/recreational activities or payments for a client's gym membership.
 - f) Purchase or improve land or to purchase, construct or permanently improve (other than minor remodeling) any building or other facility.
 - g) Pre-exposure prophylaxis.
- 12) Acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing services.
- 13) New construction (for single room occupancy (SRO) dwellings and community residences only).
- 14) Technical assistance in establishing and operation of a community residence, including planning and other pre-development or pre-construction expenses and including, but not limited to, costs relating to community outreach and educational activities regarding AIDS or related diseases for persons residing in proximity to the community residence.
- 15) The state HOPWA program prohibits the use of funds to house registered sex offenders in accordance with the Quality Housing and Work Responsibility Act of 1998 (QHWRA). The Provider must maintain a statement signed by the leaseholder(s) certifying that the leaseholder(s) is/are not subject to a lifetime registration requirement under the state sex offender registration program.

D. Special Provisions

1. Contract Renewal: This contract may be renewed on a yearly basis for no more than three years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Lead Agency and will be subject to the availability of funds.



DCF OFFICE OF CIVIL RIGHTS COMPLIANCE CHECKLIST

[To see "INSTRUCTIONS," click paragraph symbol ¶ on standard toolbar at top of your computer screen.]

Provider Name Lee County Board of County Commissioners		County Lee	Region/Circuit Suncoast
Corporate Mailing Address 2440 Thompson Street			
City, State, Zip Code Fort Myes, FL 33901		Main Telephone Number (239) 533-7930	
DCF Contract(s) Number(s) LHZ44	Total Contract(s) amount \$ 747,457.88	Total amount of federal funding \$ 0	Total amount of state funding \$ 747,457.88
Are any of the contract numbers listed above a multi-year contract? If yes, state which one(s) and contract period. Yes			
Completed By (name and title) Deanna Gilkerson, Program manager		Telephone Number (239) 533-7918	Date Completed 7-24-15

PART I.

1. Describe the geographic area served and the type of service(s) provided: **Lee County, Florida.**

2. Population of Area Served. List source of data: **US Census Bureau, Lee County Florida Census 2014/2013**

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male
661,336	69.8	9.0	19.1	2.2	50.9	49.1

3. Staff Currently Employed. Effective date: **September, 2013**

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
2,638	79.41	7.54	11.33	1.71	38.70	61.30	

4. Number of Clients Participating or Served. Effective date: **Annual as of 4/15**

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
686	72	16	9	2	18	82	67

5. Advisory or Governing Board, if applicable.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
15	73	13	0	0	53	47	

PART II. (Use a separate sheet of paper for any explanations requiring more space.)

6. Compare staff composition (#3) to population of area served (#2). Is staff representative of the population served? If No or NA, please explain. Responses for item (#3) are based on the 2013 EEO-4 report. 2015 EEO-4 report not yet available.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA
7. Compare client composition (#4) to population of area served (#2). Are race/sex composition representative of populations served? If NO or NA, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
8. Do you inform employees, applicants, and clients of their protection against discrimination in employment practices and in the delivery of services? If YES, how (verbal, written, poster)? If NO or NA, please explain. Job vacancy website includes EEO statement; Orientation includes EEO statement and policies review; Harassment Avoidance Training required for all employees.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
9. Do recruitment and notification materials advise applicants, employees and clients of your non-discrimination policy? If NO, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
10. Do you have a grievance/complaint policy or procedure receive, investigate and resolve complaints regarding employment decisions and provision of services to clients? If NO, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
11. Does your grievance/complaint policy or procedure notify your employees and clients of their right to file a complaint with the appropriate external agency and provide contact information for these agencies (DOJ, HHS, EEOC, DCF)? If NO, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

<p>12. If applicable, does your grievance/complaint policy incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of Section 504 of the Rehabilitation Act of 1973 (disability in employment practices and the delivery of services)? [Applicable to providers with 50 or more employees and \$25,000 or more in DOJ funding.] If NO, please explain.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
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PART III. (Use a separate sheet of paper for any explanations requiring more space.)

<p>13. Provide the number and status of any service delivery and employment discrimination complaints filed against your organization within the last 12 months. 0</p>	
<p>14. Have you submitted any findings of discrimination issued by a court or administrative agency to both the DCF Office of Civil Rights and appropriate external agency (DOJ, USDA). If NO, please explain.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA
<p>15. Are program eligibility requirements applied to applicants and clients without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>16. Are benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>17. Are room assignments for in-patient services made without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>18. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, please explain.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>19. Are the programs/facilities/services accessible to mobility, deaf or hard of hearing, and sight impaired individuals? If NO or NA, please explain.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>20. Are Limited-English Proficient (LEP) applicants and recipients provided equal access to benefits and services, including free interpreter services? If NO or NA, please explain. List below what steps are taken to ensure meaningful access to persons with LEP (written policy, outreach, etc.).</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>21. Have you conducted a self-evaluation to identify barriers to serving individuals with disabilities or LEP? If NO or NA, please explain.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>22. Provide the name and contact information for the individual designated as your organization's Section 504, ADA, and/or Title VI Coordinator for compliance activities.</p>	<p>Glen Salyer, gsalyer@leegov.com</p>
<p>23. Are you providing Civil Rights training (employment and service delivery) for staff? If YES, how often? If NO or NA, please explain. List all the civil rights training provided to staff within the last 12 months. EEOC training Jan 2014; Harassment Avoidance ongoing annually;</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>24. If you conduct religious activities as part of your program or services, do you: a. Provide services to everyone regardless of religion or religious belief? b. Keep religious activity such as prayer and religious instruction separate from federally funded activities? c. Are religious activities voluntary? If NO or NA to any of the questions above, please explain. Religious activities not a part of the program.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA

<p>25. If you are a sub-recipient of DOJ funding and operate an educational program or activity, have you taken the following actions:</p> <p>a. Adopted grievance procedures that provide for prompt and equitable resolution of complaints that allege sex discrimination in violation of Title IX of the Education Amendments of 1972?</p> <p>b. Designated a person to coordinate compliance with Title IX?</p> <p>c. Notified applicants, employees, students, parents, and clients that you do not discriminate on the basis of sex in your educational programs or activities?</p> <p>If applicable and you answered NO to any of the questions above, please explain.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA</p>
<p>26. If applicable, do you have an Equal Employment Opportunity Plan (EEO)? If you are a sub-recipient of DOJ funding, have you filed the appropriate EEO certification with Office of Civil Rights, Office of Justice Programs? If YES, provide a copy of the EEO and/or certification. Attached</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p>

PART IV.

DEPARTMENT OF CHILDREN AND FAMILIES USE ONLY			
Date Received by DCF Contract Manager		Date Reviewed by Contract Manager	
Contract Manager Name/Signature		Telephone Number	
Is the contract information (contract number, amount of contract, etc.) correct?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Did contracted services provider answer/complete all three sections? If YES, submit to Civil Rights Officer (CRO). If NO, return to provider for completion.		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Date Submitted to Civil Rights Officer (CRO)	Date Received by CRO	Date Reviewed by CRO	In Compliance? <input type="checkbox"/> YES <input type="checkbox"/> NO
Comments			
Type of Compliance Review: <input type="checkbox"/> On-Site Limited Review <input type="checkbox"/> On-Site Full Review <input type="checkbox"/> Desk Limited Review			
Date of Compliance/No-Compliance Notice	Response Due Date	Response Received Date	
Compliant? <input type="checkbox"/> YES <input type="checkbox"/> NO	Civil Rights Officer Name/Signature		

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

Recipient's Name: Lee County Board of County Commissioners		DUNS Number: 013461611
Address: 2115 Second Street, Fort Myers Florida 33901		
Grant Title: Lee County Triage Center	Grant Number: 2015-JAGC-2430	Award Amount: \$30,500 requested
Name and Title of Contact Person: Deanna Gilkerson Carpenter, Program Manager Department of Human Services		
Telephone Number: 239-533-7918	E-Mail Address: dgilkerson@leegov.com	

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- Recipient has less than fifty employees. Recipient is an Indian tribe. Recipient is a medical institution.
 Recipient is a nonprofit organization. Recipient is an educational institution. Recipient is receiving an award less than \$25,000.

I, _____ [responsible official],
certify that _____ [recipient] is
not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.
I further certify that _____ [recipient]
will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of
services.

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Stephanie Figueroa, Interim Human Resources Director _____ [responsible official],
certify that Lee County Board of County Commissioners _____ [recipient],
which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than
\$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last
twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable
federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for
Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:
Lee County Board of County Commissioners' Human Resources Office _____ [organization],
Lee County Administration Building, 2115 Second St., Fort Myers, Florida, 33901 _____ [address].

Stephanie Figueroa, Interim Human Resources Director

Print or Type Name and Title

Signature

7/30/14
Date

Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, _____ [responsible official],
certify that _____ [recipient],
which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in
accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the
Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date

ATTACHMENT

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Department of Health to the provider may be subject to audits and/or monitoring by the Department of Health, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part §200.500, formerly OMB A-133 and Section 215.97, F.S., monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Health to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in 2 CFR Part §200.500.

1. In the event that the provider expends \$750,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part §200.501. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Health by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Health. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part §200.502-§503. An audit of the provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.500 will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part §200.508 - §200.512.
3. If the provider expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part §200.501(d) is not required. In the event that the provider expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part §200.506, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by 2 CFR Part §200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the provider is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the

provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), and Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department of Health by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Health shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Health in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part §200.512 will be submitted by or on behalf of the provider directly to each of the following:

- A. The Department of Health as follows:

SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

- B. The Federal Audit Clearinghouse designated in 2 CFR Part §200.36 should submit a copy to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with 2 CFR Part §200.331.

2. Pursuant to 2 CFR Part 200.521 the provider shall submit a copy of the reporting package and any management letter issued by the auditor, to the Department of Health as follows:

SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

3. Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

A. The Department of Health as follows:

SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto, and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

B. The Auditor General's Office at the following address:

Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part §200.512, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Providers, when submitting financial reporting packages to the Department of Health for audits done in accordance with 2 CFR Part §500.512 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Department of Health or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

Contract #: _____

EXHIBIT 1

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program 1 U.S. Department of Housing and Urban Development CFDA#14.241 Title HOPWA \$ 1,041,604

Federal Program 2 _____ CFDA# _____ Title _____ \$ _____

TOTAL FEDERAL AWARDS \$ 1,041,604

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State financial assistance subject to Sec. 215.97, F.S.: CSFA# _____ Title _____ \$ _____

State financial assistance subject to Sec. 215.97, F.S.: CSFA# _____ Title _____ \$ _____

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. \$ _____

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Financial assistance not subject to Sec. 215.97, F.S. or 2 CFR Part §200.40: \$ _____

Financial assistance not subject to Sec. 215.97, F.S. or 2 CFR Part §200.40: \$ _____

Matching and Maintenance of Effort *

Matching resources for federal program(s):

Program: _____ CFDA# _____ Title _____ \$ _____

Maintenance of Effort (MOE):

Program: _____ CFDA# _____ Title _____ \$ _____

*Matching Resources, MOE, and Financial Assistance not subject to Sec. 215.97, F.S. or 2 CFR Part §200.306 amounts should not be included by the provider when computing the threshold for single audit requirements totals. However, these amounts could be included under notes in the financial audit or footnoted in the Schedule of Expenditures of Federal Awards and State Financial Assistance (SEFA). Matching, MOE, and Financial Assistance not subject to Sec. 215.97, F.S. or 2 CFR Part §200.306 is not considered State/Federal Assistance.

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part §200.500, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR Part §200.38, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part §200 and/or Rule 69I-5.006, FAC, provider has been determined to be:

- Vendor not subject to 2 CFR Part §200.38 and/or Section 215.97, F.S.
- Recipient/subrecipient subject to 2 CFR Part §200.86 and §200.93 and/or Section 215.97, F.S.
- Exempt organization not subject to 2 CFR Part §200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, FAC [state financial assistance] and 2 CFR Part §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR Part §200.416 – Cost Principles*
- 2 CFR Part §200.201 – Administrative Requirements**
- 2 CFR Part §200.500 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR Part §200.400-.411 – Cost Principles*
- 2 CFR Part §200.100 – Administrative Requirements
- 2 CFR Part §200.500 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR Part §200.418 – Cost Principles*
- 2 CFR Part §200.100 – Administrative Requirements
- 2 CFR Part §200.500 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 CFR Part §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR 92; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient must comply with the following fiscal laws, rules and regulations:

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

Additional audit guidance or copies of the referenced fiscal laws, rules and regulations may be obtained at [FCAM/Single Audit Review section](#) by selecting "Single Audit Review" in the drop-down box at the top of the Department's webpage. * Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein. Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Fund recipients will be held to applicable legal requirements whether or not outlined herein.

EXHIBIT 3

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

Single Audit Reporting Packages ("SARP") must be submitted to the Department in an electronic format. This change will eliminate the need to submit multiple copies of the reporting package to the Contract Managers and various sections within the Department and will result in efficiencies and cost savings to the Provider and the Department. Upon receipt, the SARP's will be posted to a secure server and accessible to Department staff.

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.
 - Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.
- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2009-10 fiscal year for the City of Gainesville, the document should be entitled 2010 City of Gainesville.pdf.
- Be accompanied by the attached "Single Audit Data Collection Form." This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

Questions regarding electronic submissions may be submitted via e-mail to SingleAudits@flhealth.gov or by telephone to the Single Audit Review Section at (850) 245-4444 ext. 3046.

CERTIFICATION REGARDING LOBBYING

Attachment III

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (1996). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

August 19, 2015

Date

Commissioner Brian Hamman
Name of Authorized Individual

CODKW

Application or Contract Number

Lee County Board of County Commissioners
Name of Organization

2440 Thompson Street, Fort Myers, FL 33.
Address of Organization

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)

REPORTING REQUIREMENTS 2015-2016

HOPWA project sponsors are required to submit the following reports. These reports are used for federal and state reporting and program planning. It is extremely important that these reports be accurate and submitted on time.

1. *HOPWA Monthly Invoice and Counts*

Project sponsors are required to submit a ***Monthly Invoice and Counts*** in the format requested by the Health Planning Council (currently Excel) by the 10th day of the month following the month being reported. The invoice and counts are necessary for the payment of Case Management costs.

2. *HOPWA Monthly Demographic Report (FTTY report)*

Project sponsors are required to submit the HOPWA Monthly Demographic Report, which captures demographic information for clients served with HOPWA funds for first time this year (or FTTY). The client should only be counted once per fiscal year. Enter the total unduplicated clients served in the month being reported by gender and HIV status. For example, once you report a client in April, he or she will not be counted again until the new fiscal year, which begins the following April. In order to maintain common reporting data elements across programs, the report format may be updated. The report must be submitted on or before the 10th of the month following the month being reported.

3. *HOPWA Client Satisfaction Surveys*

Project sponsors must implement a client satisfaction survey in the format proscribed by the lead agency. Surveys must be submitted for a minimum of five percent of HOPWA clients. Results are tallied and reported by February 20th of each calendar year.

4. HOPWA Case Management File Review Summary Report

Subcontractors are required to conduct monthly case management file reviews, and submit a written report of the results to the lead agency on or before the 10th of the month following the month reviews were conducted using the Case Management File Review Worksheet (also known as the HOPWA Checklist). The review will include a minimum of 5% of the HOPWA case management files. The files to be reviewed will be determined by the lead agency who will conduct a review of the information in CAREWare for those same clients.

5. HOPWA Annual Progress Report

This report is a U.S. Department of Housing and Urban Development (HUD) requirement. Information collected and reported in the HOPWA Annual Progress Report (APR) should represent the activities that were carried out with HOPWA funds during the reporting year. It captures information on all persons who received housing assistance, including the number of adults and children with HIV/AIDS and their families (i.e., the client and other persons in the household).

The APR is due to the Florida DOH, Division of Disease Control and Health Protection, HIV/AIDS Section, Patient Care Reporting Program, within forty-five (45) days following the end of each contract year. The Consolidated Annual Progress Report (CAPER) for HOPWA is submitted by DOH to HUD no later than ninety (90) days after the end of the state fiscal year.

PLANNED LEVERAGED NON-HOPWA FUNDS

(Other federal, state, local, & private funds planned to be used in conjunction with HOPWA funds)*

Provider Name: Lee County Department of Human Services

Contract #: CODKW **Amendment #:**

The state must illustrate plans to obtain and use other public and private resources to address the critical housing needs of persons living with HIV/AIDS. Therefore, the information requested below must be provided in order for the state to continue to receive a HOPWA grant award from the Department of Housing and Urban Development (HUD).

On the chart below, enter the planned (estimated) dollar amount for each non-HOPWA public and private funding source to be used for the purpose of providing HOPWA housing activities to persons living with HIV/AIDS. HOPWA housing activities include any eligible activity listed in 574.300, including paragraphs (1) through (10). Paragraph (7) of this section details all qualifying supportive services.

Other resources (non-HOPWA leveraged resources) to be used in conjunction with HOPWA funds refers to cash resources separate from the HOPWA contract award, and may include cash and in-kind contributions such as the value of services or materials provided by volunteers or by other individuals or organizations. The organizations may include but are not limited to: Housing Choice Vouchers (Section 8), Public Housing Authority units, Supportive Housing for Persons with Disabilities/Elderly, Ryan White HIV/AIDS Treatment Modernization Act programs and other federal programs, state funds, local government funds and private philanthropy. **The "Actual Amount" column must be completed and forwarded to the contract manager for submission to the Department for receipt by July 20, 2016.**

NON-HOPWA Funding Sources		Leveraged Funds for HOPWA Housing Activities	
		Planned Amount	Actual Amount
	List Name of Other Resources (Federal, State, Local, Private)		
1.	County Ad Valorem	\$5,000	
2.	LIHEAP	\$5,000	
3.	Social Services	\$1,000	
4.	Self-Pay (rent or utilities by clients)	\$40,000	
	Total	\$51,000	

Please enter "N/A" in the box only if the information requested on the chart above is not applicable to this Contract.

IF YOU ENTERED N/A ABOVE, you must briefly describe/explain in the box provided below your agency's plans to obtain other resources to be used in conjunction with HOPWA funds to address the housing needs of low-income persons living with HIV/AIDS in the consortium area:

*Note: Match is not required, however, the Department must report to HUD plans and progress in obtaining "other" public and private resources to address housing needs identified in the state plan.

STATE HOPWA PROGRAM CHECKLIST

BEFORE YOU APPLY FOR HOPWA:

1. You must be determined *eligible* for patient care services.
2. You must be at *imminent risk of homelessness* if assistance is not provided.
3. You must show the *ability to maintain future rent/mortgage and utility expenses* if HOPWA assistance is granted.

Client Name: _____

Date: _____

NOTE: Client **must** provide first 5 items on checklist to case manager before proceeding.

- _____ 1. Client has provided a Notice of Eligibility.
- _____ 2. Client has provided a signed statement certifying they are **not** a registered sex offender.
- _____ 3. Client has provided documentation of all household income and meets HUD household income requirements. 80% median income requirement has been verified.
- _____ 4. Client has provided verifiable documentation of expense(s) to be covered by program assistance as follows:
 - Monthly mortgage statements/coupons.
 - Lease/rental agreements.
 - Default/late payment notice for rent, mortgage or deed of trust, or certified letters from landlords.
 - Original copy of utility bill, or default/late/overdue payment notice for utilities showing period of service rendered.
- _____ 5. Security deposit/Landlord agreement have been completed, signed, and returned from landlord.
 - If client is living with a family member, they must provide a copy of lease agreement dated **prior** to request for HOPWA assistance.
- _____ 6. Participation Agreement signed by client
- _____ 7. Application Form for Housing Assistance completed and signed by client.
- _____ 8. Verification of No Income completed and signed by client.
- _____ 9. Client Needs Assessment for Assistance completed and signed by client.
- _____ 10. Participant Rights and Responsibilities signed by client.
- _____ 11. Consent to Release Information completed, initialed, and signed by client.
- _____ 12. Client Budget Worksheet completed and signed by client.
- _____ 13. Housing Plan of Care goals completed and signed by client.
- _____ 14. Worksheet for Calculating the Maximum Subsidy for Resident Rent/Mortgage Payment completed.

**STATE HOPWA PROGRAM
PARTICIPATION AGREEMENT**

The HOPWA Program was authorized by the National Affordable Housing Act (Public Law #101-625) on November 28, 1990, to provide states and designated eligible metropolitan statistical areas (EMSAs) with the resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of persons with HIV disease and AIDS.

The purpose of the HOPWA grant in Florida is to provide assistance with short-term rent, mortgage, and utilities (STRMU); transitional housing; and permanent housing placement (PHP). As a short-term intervention tool, STRMU assistance is not intended to provide continuous or perpetual assistance.

The objective of the HOPWA program is to address the housing needs of eligible persons associated with the challenges of living with HIV/AIDS. HOPWA is a "needs-based" program; therefore, clients must demonstrate the level of benefits needed through verifiable documentation.

Verifiable documentation of client expenses to be covered by program assistance is as follows:

- Monthly mortgage statements or lease/rental agreements.
- Default/late payment notice for rent, mortgage or deed of trust, or certified letters from landlords.
- Original copy of utility bill, or default/late/overdue payment notice for utilities showing period of service rendered.

Guidelines from HUD strongly encourage the HOPWA funding be administered in coordination with Ryan White programs. Funding received from this grant may not be used to replace other state, federal, or local funding.

HOPWA is a federal funding source from HUD, and should be accessed **AS A LAST RESORT**.

HUD guidelines also require the client to secure and maintain housing stability and enhance financial management. The strategies to accomplish this will include a comprehensive, goal-oriented, individualized plan of care.

The following application and plan of care information must be completed and signed by the client and case manager to process your application.

Client Signature

Date

Case Manager Signature

Date

STATE HOPWA PROGRAM APPLICATION FORM FOR HOUSING ASSISTANCE

NOTES:

- * If the client's income is above 80% of the median income for the area, he/she is not eligible for housing assistance under this program. **NOTE:** Income Limit information can be found at: <http://www.huduser.org/portal/datasets/il.html>
- * As a short-term intervention tool, STRMU assistance is not intended to provide continuous or perpetual assistance.
- * Permanent housing placement services may be used to help eligible persons establish a new residence where on-going occupancy is expected to continue.
- * Transitional housing may not exceed 60 days during any six month period.

Name: _____
Last First Middle

Current Address: _____
Street Apt. No. City County Zip Code

Social Security Number: _____ Date of Birth: _____
Month Day Year

Telephone #: _____ Gender: _____ Male _____ Female

Race/Ethnicity:
_____ White (not Hispanic) _____ Black (not Hispanic)
_____ Hispanic _____ Asian/Pacific Islander
_____ Native American/Alaskan _____ Other

Household Income: \$ _____ # in Household: _____ Adults: _____ Children: _____

Food Stamp Amount: \$ _____ # of Bedrooms: _____

Medical Insurance: (check all that apply)
_____ Medicaid _____ Medicare _____ Private Insurance _____ Other _____ None

Assistance Applying For:
_____ Rent _____ Utilities _____ Transitional Housing
_____ Mortgage _____ PHP _____ Other _____

Monthly Rent/Mortgage: \$ _____ Amount Owed: \$ _____
Utilities Owed: \$ _____ Deposit Amount: \$ _____

What Supportive Services Are You In Need Of? _____

What Supportive Services Are You Receiving (e.g., transportation, food bank)? _____

Present Living Arrangements:
_____ With Friend _____ With Family _____ Group Home
_____ Parents' Home _____ Shelter _____ Street
_____ Unrelated Person _____ Alone _____ Other

To Be Completed By Interviewer:
_____ Is the client enrolled with a case manager?
_____ Has assistance for housing been identified in the client's individualized written plan of care?
_____ Is the client's income below 80% of the median income for the area?

Client Signature

Date

Interviewer Signature

Date

**STATE HOPWA PROGRAM
VERIFICATION OF NO INCOME**

I, _____ have applied for housing services through the State HOPWA Program. The federal government and the Department of Health require verification of all income.

I have stated during this verification process that I have no income at this time. I have not received income since _____. I do not expect to receive any income until _____.

I verify that all statements regarding my income are true.

Client Signature: _____

Date: _____

Case Manager: _____

Date: _____

STATE HOPWA PROGRAM
CLIENT NEEDS ASSESSMENT FOR ASSISTANCE

Client Name: _____ Date: _____

Employment:

- 1. Are you now employed? (Y/N) _____
2. Name of Business: _____
3. Address: _____
4. Phone number: _____
5. Your Title/Type of work you do: _____
6. Gross Monthly Income: _____

Unemployment:

- 1. Are you now unemployed? (Y/N) _____
2. Date of last employment: _____
3. Place of last employment: _____
4. Reason you left your job: _____
5. Your title/type of work you did: _____
6. Are you now able to work? (Y/N) _____ If no, explain: _____
7. Have you been seeking employment? (Y/N) _____ If yes, for how long? _____
8. Are you receiving unemployment assistance? (Y/N) _____ How much? _____/month

Social Security

- 1. Are you now receiving Social Security Income? (Y/N) _____ If yes, amount \$ _____
2. Have you applied for Social Security? (Y/N) _____
3. When will you receive your first SSI check? _____
4. Have you been denied Social Security? (Y/N) _____
5. If yes, are you appealing? (Y/N) _____ Date of Last Appeal: _____
6. Do you have an appeal hearing date? (Y/N) _____ Hearing date: _____

Housing

- 1. Are you now homeless? (Y/N) _____
2. If yes, how long have you been homeless? _____ Years _____ Months
3. How many people reside within your household? _____
4. # of adults in your household: _____ What is each adult's relation to you? _____
5. # of children in your household: _____ What is each child's relation to you? _____
6. What is the total income of all other members of your household? (Do not include yourself) \$ _____
7. Do you live alone? (Y/N) _____ If yes, would you consider shared housing? (Y/N) _____

STATE HOPWA PROGRAM PARTICIPANT RIGHTS AND RESPONSIBILITIES

I am applying for assistance through the State HOPWA Program. I understand there are multiple components in the application process that I agree to complete to the best of my ability.

I authorize my case manager to obtain the information needed to determine my meeting program qualifications for HOPWA services and to develop a personalized plan of care.

Persons applying for assistance through the State HOPWA Program have rights and responsibilities.

RIGHTS

- You have the right to choose whether or not to apply for assistance through this program.
- You have the right to choose the service providers from whom you will receive your HOPWA services, to the extent that they are available.
- You have the right to receive the HOPWA services you need; these may or may not include all the services you desire.
- You have the right to receive timely, respectful, high quality services from the staff of all providers without regard to age, ethnicity, gender, disability, religion, sexual orientation, values and beliefs, and marital status.
- You have the right to request copies of all signed documents and have access to your service record.
- You have the right to participate in the development of your plan of care.
- You have the right to receive current information and education about housing services and resources.
- You have the right to file a complaint, grievance, and appeal for decisions with which you do not agree.
- You have the right to request an interpreter to enhance communication.

RESPONSIBILITIES

- You are responsible to conduct yourself in a courteous, cooperative, assertive, and respectful manner.
- You are responsible for keeping scheduled appointments, responding in a timely manner to all appointments, and accepting offered and necessary services.
- You are responsible for notifying the project sponsor if any illness interferes with scheduled appointments.
- You are responsible for working with your case manager to develop a plan of care, and actively participate in its implementation.
- You are responsible for providing all documentation needed to acquire housing services.
- You are responsible for notifying your case manager when you have problems in obtaining housing services or when you are dissatisfied with your care.
- You are responsible for following health care instructions to the best of your ability.
- You may be responsible for a portion of the costs of your housing services.
- You are responsible for notifying your case manager of any changes such as address, income, and living arrangements.

**STATE HOPWA PROGRAM
PARTICIPANT RIGHTS AND RESPONSIBILITIES
(continued)**

CLIENT COMPLAINT, GRIEVANCE, AND APPEAL PROCEDURES

- You have been informed of the project sponsor's client complaint, grievance, and appeal procedures.
- You have the right to file a complaint, grievance, and/or an appeal.
- You have the responsibility to initiate these actions.

I have had the opportunity to discuss, and I am fully aware of the Participants Rights and Responsibilities outlined above. (Case manager will provide a signed copy to the client.)

Client Signature _____ Date _____

Case Manager Signature _____ Date _____

STATE HOPWA PROGRAM CONSENT TO RELEASE INFORMATION

I, _____, authorize staff and/or volunteer staff of the following agencies to release and/or share information regarding services received, past, current, or in the future, for the express purpose of receiving or gaining access to services related to my current or future needs.

This consent may be revoked by me anytime by writing and informing the agency holding this original form. I understand that I may add other agencies to this list if needed.

Agency	Client Initials	Date
Lead Agency (insert name here)		
Department of Health (Required)		
Department of Children and Families		
Food Stamp Office		
Medicaid Office		
Social Security Office		
Primary Healthcare Provider		
Other (insert name here)		

Client/Guardian Signature

Date

Case Manager Signature

Date

STATE HOPWA PROGRAM CLIENT BUDGET WORKSHEET

Client Name: _____ Date: _____

of people in household: _____ # of adults: _____ # of children: _____

Monthly Household Income and Assets

In this section, list **all** household income and assets, including paychecks, unemployment, Social Security checks, TANF, child support, savings accounts, checking accounts, stocks, CDs, mutual funds, IRAs, annuities, etc.

Household Member's Name	Type of Income/Asset	Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
Total		\$ _____

Monthly Expenses	Current	Goal
Rent/Mortgage	\$ _____	\$ _____
Electricity	\$ _____	\$ _____
Gas (home)	\$ _____	\$ _____
Water	\$ _____	\$ _____
Child care	\$ _____	\$ _____
Health care	\$ _____	\$ _____
Car insurance	\$ _____	\$ _____
Gas (transportation)	\$ _____	\$ _____
Bus/Taxi/Other	\$ _____	\$ _____
Groceries	\$ _____	\$ _____
Dining out	\$ _____	\$ _____
Telephone/land line and/or cell	\$ _____	\$ _____
Other	\$ _____	\$ _____
Total	\$ _____	\$ _____

I hereby certify that I am in need of HOPWA assistance, and declare that all the information that I have provided regarding my current financial situation is accurate and complete.

Client Signature

Date

**STATE HOPWA PROGRAM
HOUSING PLAN OF CARE
(Goals and Progress Report)**

Client Name: _____ Date: _____

Current housing situation: _____

Number in household: _____

Housing Objectives

- Establish or better maintain a stable living environment.
- Improved access to HIV treatment and other healthcare support.
- Reduce the risk of homelessness among people living with HIV/AIDS and their families.

Assessment

This section is designed to be used with the Application Form for Housing Assistance, Client Needs Assessment for Assistance, and Client Budget Worksheet to:

- Help keep the focus on immediate needs while assisting in the development of long-term housing plans.
- Help determine the feasibility of independent housing vs. supportive living environments.

Plan

List any problems identified in the Client Needs Assessment for Assistance and Client Budget Worksheet (may include others problems not identified):

Short-Term Housing (STRMU)

Goals:

Target Date:

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Progress:

Date:

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

**STATE HOPWA PROGRAM
HOUSING PLAN OF CARE
(continued)**

Accomplished Goals:

Completion Date:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

- _____
- _____
- _____
- _____

**Permanent Housing Placement (PHP)
Goals:**

Target Date:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

- _____
- _____
- _____
- _____

Progress:

Date:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

- _____
- _____
- _____
- _____

Accomplished Goals:

Completion Date:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

- _____
- _____
- _____
- _____

**Transitional Housing
Goals:**

Target Date:

- 1. _____
- 2. _____

- _____
- _____

STATE HOPWA PROGRAM
HOUSING PLAN OF CARE
(continued)

3. _____
4. _____

Progress:

Date:

1. _____
2. _____
3. _____
4. _____

Accomplished Goals:

Completion Date:

1. _____
2. _____
3. _____
4. _____

I, _____ agree to the above goals, and will make all efforts toward achieving these goals to become independent of HOPWA assistance. ***I understand that I must demonstrate what I have accomplished regarding the above goals before applying for HOPWA assistance again.***

Client Signature

Date

Case Manager Signature

Date

NOTE: Comprehensive case notes must include detailed information regarding the progress of all goals identified.

STATE HOPWA PROGRAM WORKSHEET FOR CALCULATING THE MAXIMUM SUBSIDY FOR RESIDENT RENT/MORTGAGE PAYMENT

Client Name: _____ # of Bedrooms: _____

County of Residence: _____ Household Income: _____

Anticipated Annual Gross Income \$ _____

Less Allowances (including child care expenses) -\$ _____
 (\$480/yr per child; \$400/yr per elderly person)

Adjusted Income \$ _____

Rental assistance is based upon Fair Market Rent (FMR) for the county/city of residence and the size of the residence (1BR, 2BR, 3BR, etc.), or the client's actual rent, if lower than the FMR.

NOTE: Fair Market Rent information can be found at:
<http://www.huduser.org/portal/datasets/fmr.html>

Each person receiving rent, mortgage, or (monthly) transitional housing assistance will contribute as their portion of the rent the higher of:

- 1) Monthly Adjusted Gross Income x 30% \$ _____
- 2) Family's Monthly Gross Income x 10% \$ _____
- 3) TANF Assistance (adjusted in accordance with the family's actual housing costs) \$ _____

If the client has no income or TANF assistance, enter "0" on lines 1, 2, and 3 and document "no income" in progress notes.

Monthly income is: weekly gross wages or payment x 4.33, or monthly payments from Social Security, pension funds, etc.

Monthly assistance for rent, mortgage, and transitional housing assistance for an eligible person may not exceed the difference between the resident's portion of the rent payment (which is the higher of 1, 2, or 3 above) and the Fair Market Rent (FMR) for the Unit.

Fair Market Value for the area, or actual rent (if lower) \$ _____

Less client's portion of the rent -\$ _____

Maximum subsidy provided for the client \$ _____

Example of Calculation of Maximum Subsidy/Client Co-Payment Responsibility:

Client has income of \$750 per month from Social Security, and has one dependent.

Annual adjusted gross income is \$9,000 - \$480 = \$8,250. $\$8,250 \times 30\% = \$2,556 + 12 = \$213.00$

Family's annual gross income is \$9,000. $\$9,000 + 12 = \750 . $\$750 \times 10\% = \75.00

Client/family receives no public assistance. Client contributes \$213.00 per month towards the rent/mortgage payment.

LANDLORD AGREEMENT

NOTE: THIS FORM MUST BE FILLED OUT COMPLETELY IN ORDER TO BE PROCESSED FOR PAYMENT.

This is to verify that _____ is/are the tenant(s) residing at _____

The rent is \$ _____ per _____ (month/week). As of _____ the tenant's account has a \$ _____ balance due. This amount is for rent payment(s) due from _____ to _____.

An eviction notice will be served if the account is not paid current by _____.

If the tenant(s) is/are eligible for assistance, I agree to accept payment for the amount listed in the authorization voucher. I understand that payment will be received within 30 days of the date on the voucher. Further, I understand that any balance due on the rent after the authorized amount has been paid remains the responsibility of the tenant(s).

Please print clearly:

Make check payable to: _____

Address: _____

Name of landlord: _____

Telephone #: _____ Fax #: _____

Landlord Signature: _____ Date: _____

Tax ID # or Social Security # _____

.....
FOR OFFICE USE ONLY
AUTHORIZED AMOUNT: Rent \$ _____

Case Manager Signature: _____ Date: _____

SECURITY DEPOSIT AGREEMENT

NOTE: THIS FORM MUST BE FILLED OUT COMPLETELY IN ORDER TO BE PROCESSED FOR PAYMENT.

This is to verify that _____ has applied to rent an apartment located at _____. The rent is \$ _____ per _____ (month or week). The security deposit is \$ _____.

If this individual is eligible for assistance, I agree to accept a check from the Department of Health to cover the cost of the security deposit. I understand that payment will be received within 30 days of the date on the voucher. Further, I understand that any balance due on the security deposit after the authorized amount has been paid by the Department of Health remains the responsibility of the tenant.

Please print clearly:

Make check payable to: _____

Address: _____

Name of landlord: _____

Telephone #: _____ Fax #: _____

Landlord Signature: _____ Date: _____

Tax ID # or Social Security #: _____

.....
FOR OFFICE USE ONLY
AUTHORIZED AMOUNT: Security Deposit \$ _____

Case Manager Signature: _____ Date: _____

**STATE HOPWA PROGRAM
CLIENT AGREEMENT FOR RETURN OF SECURITY DEPOSIT**

I, _____ am applying for financial assistance through the State HOPWA Program to cover my deposit for:

Type	Amount	Paid to Agency or Individual
Rent		
Electric		
Water		
Gas		

at the following address:

If my application for assistance is approved:

- I understand that if my deposit amount is not returned to the State HOPWA Program when I leave this residence, I will not be eligible for further deposit assistance through this program.
- If my landlord or utility company refunds the deposit to me, I agree to return the entire amount of the deposit refunded to the State HOPWA Program.
- I understand that when I leave this residence any balance due on my account for any of the above named services is my responsibility.

By my signature below, I agree to all the terms of this agreement.

Client Signature: _____

Date: _____

**STATE HOPWA PROGRAM
MEMORANDUM OF UNDERSTANDING
CONFIDENTIALITY OF CLIENT INFORMATION**

The purpose of this Memorandum of Understanding is to emphasize that all information held in health records is confidential, with access governed by state and federal laws. Information, which is confidential, includes a client's name; address; medical, social, and financial data; and services received. In addition, the fact that someone has had an HIV test is confidential, whether the result of that test is positive or negative. Data collection by interview, observation, or review of documents should be conducted in a setting that protects the client's identity from unauthorized individuals. Client information should not be discussed outside the agency, except with the client's written consent, in the performance of referrals to other agencies for client care.

Section 384.29, Florida Statutes, addresses the need for special discretion in the handling of sexually transmissible disease information. Sexually transmissible diseases, by their nature, involve sensitive issues of privacy; and all programs designed to deal with these diseases should afford privacy and confidentiality to the client.

Section 381.004 (3), Florida Statutes, deals with confidentiality of HIV test results. There are penalties for violating this statute. These penalties range from disciplinary action by the agency to a criminal misdemeanor.

I understand and agree to abide by these confidentiality provisions.

Case Manager Signature: _____ Date: _____

RESOLUTION

Amending the General Fund #00100 Budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2014-2015.

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 General Fund #00100 budget for \$100,000 of the unanticipated revenue from Housing Opportunities for Persons with AIDS (HOPWA) and an appropriation of a like amount for salaries and;

WHEREAS, the General Fund #00100 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES		
Prior Total:		\$498,062,467
Additions		
11110100100.331620.9008	HOPWA Federal Grant	\$100,000
Amended Total Estimated Revenues		\$498,162,467

APPROPRIATIONS		
Prior Total:		\$498,062,467
Additions		
11110100100.501210.143	Salaries – Full Time Regular	\$100,000
Amended Total Appropriations		\$498,162,467

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the General Fund #00100 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 _____, 2015.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

Blue Sheet No. 20150406	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 20
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TITLE:
Approve Change Orders 2 and 3 to RFQ-09-09, Information Technology & Telecommunications Outsourcing Services in the amount of \$92,000

ACTION REQUESTED:
Approve Change Order No. 2 and 3 to project RFQ-09-09 Information Technology & Outsourcing Services, to Atos Origin, Inc., Contract No. 4999, in the amount of \$92,000.

FUNDING:
\$92,000; General Fund; Included in Budget.

WHAT ACTION ACCOMPLISHES:
Approve Change Order 2 in the amount of \$42,000 for MyCity CockPit SaaS Services and Change Order 3 in the amount of \$50,000 for MyCity CockPit Department Expansion.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other	Commissioner: Department: INFORMATION TECHNOLOGY GROUP Division: No Divisions By: James Desjarlais

Background:

Atos (the current Lee County IT support vendor) has developed a new data analyzing tool, the MyCity Cockpit. This cockpit allows Lee County to automatically tap into the data it produces and collects during everyday business practices in one central location. The tool provides users with the ability to pull real time information from Lee County databases, filter it, and represent it on multiple graphs, charts and maps. This change order will allow Lee County the continued use of the MyCity cockpit with the data currently being collected from Animal Services, Budget and DCD-Permitting. The change order will also provide the funding to expand the cockpit with data from at least two new departments.

IT is recommending that Change Order No. 2 and 3 be approved in the amount of \$92,000 to allow the addition of MyCity CockPit SaaS Services.

Required Review:					
James Desjarlais	Robert Franceschini	Thelma Davis	Peter Winton	Corris L. McIntosh Jr.	Christine Brady
INFORMATION TECHNOLOGY GROUP	Purchasing	Budget Analyst	Budget Services	County Attorney	County Manager

On November 10, 2009, the Board approved contract No. 4999 to Atos Origin, Inc., in the negotiated amount of \$33.4 million dollars for the project known as RFQ-09-09 Information Technology & Telecommunications Outsourcing Services.

Change Order No. 1 was administratively approved on December 11, 2012 in the amount of \$97,596.00 for the addition of support services for audio/visual systems owned by the County and in use on County property. Warranty and maintenance repair services for these assets are also included.

Change Order No. 2 for the addition of MyCity CockPit SaaS Support Services in the amount of \$42,000.00.

Change Order No. 3 for the addition of MyCity CockPit Department Expansion not to exceed \$50,000.00.

- 1) Executed Contract 4999 with Atos Origin, Inc.
- 2) Executed Change Order No. 1
- 3) Change Order No. 2 for Approval
- 4) Change Order No. 3 for Approval
- 5) Supporting Documentation



LEE COUNTY
SOUTHWEST FLORIDA

RFQ-09-09

Contract No.: 4999

MASTER SERVICES AGREEMENT
FOR
INFORMATION TECHNOLOGY SERVICES

BETWEEN

LEE COUNTY, FLORIDA, U.S.A.

AND

Atos Origin, Inc.

2009/09/27 11:31:10

**MASTER SERVICES AGREEMENT
FOR
INFORMATION TECHNOLOGY SERVICES**

THIS AGREEMENT is entered into as of the Effective Date (as defined herein below) by and between Lee County, Florida ("County") and Atos Origin, Inc. ("Service Provider").

Service Provider is in the business of providing comprehensive computing services and computing services management services to large private-sector and public-sector entities. Service Provider and County desire to enter into this Agreement pursuant to which Service Provider will plan, manage, and operate County's administrative systems environments all in accordance with the terms and conditions of this Agreement and as more fully set forth in the appendices attached hereto.

Accordingly, the parties agree as follows:

Article 1- DEFINITIONS

The following definitions shall apply to the terms used in this Agreement.

1. "Affiliate" means, with respect to any specified person or entity, any other person or entity that directly or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, the specified person or entity.
2. "Appendices" or "Schedules" means any appendix, schedule, exhibit, agreement, Service Agreement, or other document either (i) attached to this Master Agreement and incorporated by reference herein, (ii) attached and incorporated into a Service Agreement which is incorporated by reference herein; or (iii) executed by the Parties at any time hereafter and incorporated into this Master Agreement, or any Service Agreement, pursuant to the provisions of this Master Agreement or the Service Agreement.
3. "Business Day" means any day during which County is generally conducting business.
4. "Change Order Procedure" means an agreement between the Parties authorizing changes in the scope of Services and tasks, compensation, methods of payment, time and schedule of performance, or any other project resources. The Parties shall use a Change Order Document (as defined herein) substantially similar to attached Appendix C.
5. "Commencement Date" means February 24th, 2010.
6. "Commercially Reasonable Efforts" means a prompt, diligent, and cost-effective effort, made in a professional manner, using qualified, experienced individuals.

7. "Commercially Reasonable Pricing" means the industry-specific average level of pricing used by other experienced outsourcing companies providing services similar to the Services. Commercially Reasonable Pricing always assumes the use of prompt, diligent, cost-effective efforts, made in a professional manner, using qualified, experienced individuals.
8. "Control" and its derivatives means the power to cause, either directly or indirectly, the direction of the management and policies of a person or entity, whether through the ownership of securities, by contract, or otherwise.
9. "County" means the County of Lee, Florida, U.S.A.
10. "County Data" means all County information, whether in written or electronic form.
11. "County Equipment" means any hardware or equipment owned by County.
12. "County Software" means any Software owned by County and used in conjunction with any of the Services.
13. "Effective Date" means the date of execution of this Agreement by Lee County as shown hereinbelow;
14. "Exempt Information" refers to the information described in Article IV of this Master Agreement.
15. "Intellectual Property Rights" means patents (and the rights relating thereto), copyrights and copyright registrations (and the rights relating thereto), trade secrets (and the rights relating thereto), trademarks, service marks, and trademark and service mark registrations (and the rights and goodwill relating thereto), and Confidential Information (and the rights relating thereto).
16. "Location" means County's data processing facilities, including, but not limited to, the facilities located throughout the County.
17. "Losses" means all losses, liabilities, damages and claims, and all related costs and expenses (including any and all reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgment, appeal, interest and penalties).
18. "Man-week" means forty hours of time expended by a single individual;
19. "Master Agreement" or "Agreement" or "Contract" means this Master Services Agreement for Information Technology and Telecommunications Services and, where the meaning so requires, all appendices incorporated by reference herein.

20. "Prime Rate" means interest at a fluctuating rate per annum which at all times shall be the lowest rate of interest generally charged from time to time (determined as of the first business day of each week) by Bank of America and publicly announced by such bank as its so-called "prime rate."
21. "Parties" means County and Service Provider; "Party" means either County or Service Provider.
22. "Pass-Through Expenses" means the actual invoiced amounts charged to Service Provider by third parties that the County has agreed to pay directly or for which it has agreed to reimburse Service Provider. Pass-Through Expenses shall not include any Service Provider profit, administrative fee or overhead charges.
23. "Systems" means the Hardware and Software operating together as a system.
24. "Service Provider Equipment" means the computer, communications and other equipment owned or leased by Service Provider and used by Service Provider to provide the Services. Equipment includes, without limitation, all associated accessories and peripheral devices used in the provision of Services.
25. "Services" and "Service Agreement" have the meaning given to them in Article II. "Service Agreement Effective Date" means the date on which Service Provider begins providing Services under a Service Agreement. "Service Agreement Term" means the term of the applicable Service Agreement, as defined in each Service Agreement. "Service Level Measurement," "Service Level Standard," and "Service Level Credits" have the meaning given them in Article II and Appendix A.
26. "Software" means any computer software and associated documentation that relates to Services provided under a Service Agreement, and includes any County Software, Service Provider Software and Third Party Software.
27. "Service Provider Facilities" means the facilities owned or leased by Service Provider and from which the Service Provider will provide any Services as specifically identified in a Services Agreement.
28. "Service Provider Personnel" means employees of Service Provider and its subcontractors assigned to performing Services.
29. "Service Provider Software" means any Software owned by Service Provider and used in conjunction with any of the Services.
30. "Third Party Contracts" means any contract that is a Third Party Software License or Third Party Service Contract.

31. "Third Party Service Contracts" means, collectively, (i) the agreements between County and a third party pursuant to which the third party is providing to County immediately before a Service Agreement Effective Date any services included within the Services, and (ii) the agreements between Service Provider and a third party pursuant to which the third party is providing to County or Service Provider at any time during the applicable Service Agreement Term any services included within the Services.
32. "Third Party Software" means any Software that is owned by a person other than Service Provider or County and used to provide the Services.
33. "Third Party Software License" means a license agreement that authorizes County or Service Provider to use Third Party Software.
34. "Virus" shall mean files, programs or program code designed to cause any action not authorized including, for example, to affix themselves to, bury themselves within, or send instructions to, other files, programs or program code in order to cause malfunctions, errors or destruction or corruption of data when affixed or at a later time.

Article 2 - WORKING RELATIONSHIP

SERVICES

Use of Service Agreements. This Master Agreement contains contractual terms for services to be provided to County by Service Provider. Services will be provided by Service Provider pursuant to a request by the County for such services and pursuant to a written Service Agreement contract entered into by County and Service Provider. The Parties intend to enter into separate Service Agreement contracts for discrete Services.

1. **Contents of Service Agreements.** Each "Service Agreement" contract shall describe the specific services covered by the Service Agreement ("Services"), the compensation to be paid and provisions for payment, the term for performance, the applicable Service Level Measurements and Service Level Standards (if any), and other provisions that are specific to the Service Agreement. A form of Service Agreement contract is attached hereto as Appendix A; it specifies requirements that apply to all Service Agreements unless the parties expressly agree otherwise in writing in a specific Service Agreement.
2. **Project Support.** Service Provider shall provide Project Support for County's IT requests including:
 1. Provide up to 2,750 hours per quarter not to exceed 11,000 hours per year, to be used by Lee County for projects and project discovery efforts. These hours will be provided to support project requests submitted to Atos Origin via the Project request process and generally defined as meeting the following conditions:

- a. The tasks and activities can be performed during weekdays and normal business hours (Mondays through Fridays 8 am to 5 pm) for the then current operating quarter. Any unused hours cannot be accumulated for use in subsequent quarters or years;
 - b. A project is defined as any request whose total estimated time to complete exceeds 40 hours.
2. Provide an estimate of cost, schedule and deliverables of these projects to Lee County. These estimates shall include the time required to manage each individual project.
3. **Qualified resources.** Except as otherwise expressly provided in a Service Agreement, Service Provider shall provide, at its expense, all of the personnel, Equipment (except that which is owned or retained by the County, including but not limited to, processing equipment and monitoring tools), Software, services and other resources necessary to provide the Services. Service Provider shall not implement any action or decision regarding such resources that would have an adverse effect on the Services (including, without limitation, changes in Equipment, Software and systems configurations), Service Level Measurements, Service Level Standards, or County costs and expenses without the prior written consent of the County. Service Provider will provide and have on site, its Project Manager at the commencement and for the duration of the applicable Service Agreement Term, and will timely provide additional trained and qualified personnel to meet the Service Levels as specified in accordance with this Master Agreement and each Service Agreement.
4. **Service Agreements a part of Master Agreement.** Except as may otherwise be provided in a Service Agreement, each Service Agreement shall unambiguously incorporate by reference, and shall be subject to, the terms and conditions of this Master Agreement. The parties expressly intend that, by virtue of the execution of this Master Agreement, each and every provision of this Master Agreement shall be viewed as being incorporated into each and every Service Agreement except to the extent a Master Agreement provision is directly contradicted by the express language of a specific Service Agreement. No Services shall be provided by Service Provider unless and until the appropriate discrete Service Agreement has been duly signed and delivered by the County. Each Service Agreement shall generally be in the form, and shall contain the information and terms, described in Appendix A attached hereto.
5. **Initial Service Agreements.** As of the Effective Date of this Master Agreement, County and Service Provider are entering into discrete Service Agreement contracts No. 1, 2, 3, 4, 5, 6, 7, 8 and 9 (copies of which is attached hereto).

6. **Inherent Services.** Throughout each Service Agreement Term, Service Provider shall provide the services described in the Service Agreements, as such Service Agreements may be amended and supplemented from time to time (collectively, the "Services"). There may be services not specifically described in this Master Agreement or a Service Agreement which are implicit in the Services as described. If such services are determined to be reasonably required for the proper performance and provisions of the Services, such services shall be deemed to be implied by and included within the scope of the Services at no additional cost to the same extent and in the same manner as if specifically described in the applicable Service Agreement. Service Provider shall provide the Services in accordance with all of the terms of this Master Agreement and the applicable Service Agreement. If such inherent services result in a substantial increase in Service Provider resources as agreed to by both parties, either of personnel or other resources, such increase may be addressed pursuant to the Change Order Procedures.

7. **Commercially Reasonable Pricing.** Pricing proposed by Service Provider for Services shall be Commercially Reasonable Pricing and, to the extent third party products or services are included, such products and services will be treated as Pass-Through Expenses so as to provide County the benefit of any specialized pricing available to Service Provider.

8 **Service Agreement Term.** No Service Agreement Term shall extend beyond the Term of this Master Agreement, however it could be shorter.

COOPERATION

1. **Cooperation.** Service Provider agrees to use Commercially Reasonable Efforts to comply with County's reasonable requests for cooperation and assistance for the County and the County's third party service providers, subject to Change Order Procedures. The parties acknowledge and agree that, beyond the satisfaction of Service Level Standards, performance under this Agreement will require the continued definition and setting of numerous priorities and the balancing of competing tasks and schedules. Service Provider and the County agree that they will each use good faith and reasonable efforts to define, plan, coordinate and execute the different priorities, tasks and schedules agreed to by the parties within the scope of this Agreement.

2. **Meetings, Reports.** Service Provider personnel shall keep County personnel fully and regularly informed about Service Provider activities as provided herein. Service Provider and County representatives shall meet as frequently as County representatives reasonably deem necessary. Service Provider shall prepare and deliver to County the reports described in each Service Agreement ("Reports") by the respective deadlines specified in each Service Agreement. At no charge to County, Service Provider shall make minor modifications to the Reports or provide supplemental Reports as reasonably requested by County from time to time and as agreed upon by the Parties. Service Provider's Program Manager shall provide a regular monthly status report to the County IT Director no later than by the 5th business day of the following month.

3. **Use of County Facilities and Equipment.** (a) During the Term of a Service Agreement, County shall make available to Service Provider furnished space in County's office facilities as reasonably determined by County to be suitable for Service Provider to carry out functions associated with the Services (the "County Facilities") and certain County Equipment identified in each Service Agreement that will continue to be owned by County. (b) Service Provider shall: (i) use the space in the County Facilities for the sole purpose of providing the Services; (ii) comply with the leases and other agreements applicable to the County Facilities; (iii) comply with all policies and procedures governing access to and use of County Facilities; and (iv) return such space to County in the same condition it was in on the Service Agreement Effective Date ordinary wear and tear excepted. Except to the extent included in the Services and charges described in the applicable Service Agreement (e.g., supplies and consumables used in providing the Services), County shall provide the County Facilities at no charge to Service Provider. Service Provider shall remain responsible for any required personal computers and peripherals, long distance charges and all other expenses incurred by Service Provider's on-site account management team; (c) Service Provider shall: (i) use the County Equipment for the sole purpose of providing the Services; (ii) comply with any directions from County concerning the location of the County Equipment; (iii) provide, or arrange for third parties to provide, maintenance of the County Equipment; and (iv) return such equipment to County, upon termination of the applicable Service Agreement, in the same condition it was in on the Service Agreement Effective Date, ordinary wear and tear excepted. Service Provider shall be responsible for costs associated with any facilities provided by Service Provider pursuant to the provisioning of remote services. County shall at all times own any County Equipment and County Software. Service Provider shall have no cost responsibility of or ownership, leasehold or proprietary interest in existing County Equipment or County Software. However, if the Parties agree that Service Provider shall provide one or more supplies to County, the cost to County of such supplies shall be treated as a Pass-Through Expense. County Facilities shall at all times be compliant with all applicable Federal, State and local laws, regulations, and ordinances relating to occupational, safety, health and environment.
4. **Dedicated Facilities.** During any time Services are performed at the County Facilities, Service Provider shall provide the Services using hardware, software and related resources dedicated solely to supporting County. Unless otherwise expressly provided in a Service Agreement, all Services provided from the offsite Service Provider's Facilities may be provided using shared Equipment and Software Service.

5. **Assumption of Equipment Leases.** If specified in a Service Agreement, County shall assign to Service Provider County's obligations and any corresponding rights under the applicable leases for equipment used to provide the Services as described in the Services Agreement or County may sell equipment owned by it to Service Provider (the "Transferred Equipment"). Service Provider shall obtain consents to such assignments and releases of County's liability under such leases as promptly as practicable. Any assignment of County's interests in the Transferred Equipment is made "AS IS, WHERE IS," WITHOUT WARRANTIES OF ANY KIND (EXCEPT AS EXPRESSLY STATED IN SUCH SERVICE AGREEMENT), AND SPECIFICALLY WITHOUT ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding the foregoing, Service Provider shall not have any obligation to purchase or assume any such equipment leases. Any assumption hereunder shall be governed by an applicable Service Agreement.
6. **Service Agreement Proposals.** During the Term of this Master Agreement, regardless of whether one or more Service Agreements are in effect, Service Provider shall cooperate with County in providing proposals at Service Provider expense for Service Agreements for information technology and telecommunications services reasonably requested by County from time to time. Service Provider shall use Commercially Reasonable Efforts to provide Service Agreement proposals featuring Commercially Reasonable Pricing at the earliest date practicable.
7. **Modification of Master Agreement.** From time to time during the Term, County or Service Provider may propose changes to the Master Agreement. Any change to this Master Agreement must be approved by each Party and memorialized in a written, signed amendment that specifically identifies this Master Agreement, the section of this Agreement that is the subject of the amendment, and the new provision.

8. **Modification of Services under a Service Agreement.** If County desires to propose a change in or addition to the Services under a Service Agreement, it shall deliver a written notice to the Service Provider Program Manager describing the proposal. Service Provider shall respond to such proposal as promptly as reasonably possible by preparing at Service Provider's expense and delivering to the County IT Director a written document ("Change Order Document"), indicating: (i) the effect of the proposal, if any, on the amounts payable by County; (ii) the effect of the proposal, if any, on Service Level Measurements in light of related Service Level Standards; and (iii) any other information requested or reasonably necessary for County to make an informed decision. If Service Provider desires to propose a change in or addition to the Services or other aspects of this Agreement, it may do so by preparing at its expense a Change Order Document for the County. A Change Order Document, once submitted to County, shall constitute an offer by Service Provider to implement the proposal described therein on the terms set forth therein. No change in or addition to the Services or any other aspect of this Agreement shall become effective without the written, signed approval of the County and Service Provider. If County elects to accept the offer set forth in the Change Order Document, as evidenced by the written, signed approval of the County, any changes in the Services described in the Change Order Document shall thereafter be deemed "Services," any other changes described in the Change Order Document shall be deemed to have amended this Agreement, and the Parties shall agree on any further modifications to the Agreement required to reflect the Change Order Document.
9. **Other Provisioning of Services.** County shall have the right to contract with one or more third parties (or use internal resources) to perform any services which are in addition to, within or outside the scope of, the Services. If County contracts with a third party to perform any such service, Service Provider shall cooperate with County and such third party to the extent reasonably required by County including provision of (i) assistance and support services to such third party at the rates specified in the applicable Service Agreement, and (ii) access to the technical environment operated by Service Provider as reasonably necessary for such third parties to perform their work. County shall require such third parties to comply with Service Provider's reasonable requirements regarding operations. Service Provider shall be obligated to support and maintain such service provider's work product at County's request and cost, if additional costs are incurred by Service Provider, provided the third party service provider complies with any written, reasonable requirements for system operations provided to County by Service Provider and agreed to by County.

10. **Regulatory Environment.** As part of the Services, Service Provider shall identify the impact, if any, of changes in applicable laws or regulations as it pertains to Service Provider's provision of the Services. Service Provider shall notify County IT Director of such changes that it becomes aware of and shall work with County to identify the impact of such changes on how County uses the Services. County shall notify Service Provider of such changes that County becomes aware of. Service Provider shall promptly make any resulting modifications to the Services as reasonably necessary. Service Provider shall be responsible for, and shall pay for, the cost of any such changes relating to Service Provider's business. County shall be responsible for the cost of any such changes relating to County's business to the extent such changes require computer resources in excess of the resources otherwise provided by Service Provider as part of the Services. Service Provider shall be responsible for any fines and penalties imposed on County or Service Provider arising from any noncompliance by Service Provider, its subcontractors or agents with the laws and regulations in respect of the Services. In the event that there is a change in the federal or state legislation of the county, state, or city where the Services are performed, or in the interpretation of such legislation after the effective date of this Agreement, such changes, including any increase or decrease of costs, shall be addressed in accordance with the Change Order Procedure herein.
11. **Regulatory Licenses, Permits.** Service Provider shall be responsible for obtaining all applicable governmental or regulatory licenses, authorizations, and permits required in connection with the performance of Services and shall have financial responsibility for, and shall pay, all fees and taxes associated with such licenses, authorizations, and permits.
12. **Third Party Contracts.**
 - a. Each Service Agreement shall provide for the treatment of all Third Party Contracts, as follows: (i) all or certain of the Third Party Contracts may be assigned by County to Service Provider, (ii) all or certain of the Third Party Contracts may be retained by County and, as necessary, any required Third Party Consents shall be obtained by County (with Service Provider assistance), Service Provider or both, as specified in the Service Agreement, and (iii) the respective obligations of the Parties with respect to the Third Party Contracts shall be set forth in the Service Agreement. Service Provider shall provide reasonable assistance to County to obtain any Third Party Consents. If any such Third Party Consent cannot be obtained, Service Provider shall adopt, subject to the prior approval of the County, such alternative approaches as are necessary to provide the Services without such Third Party Consent.

- b. Subject to obtaining any required Third Party Consents, as of the applicable Service Agreement Effective Date, County shall grant to Service Provider, for the sole purpose of providing the Services, the same rights of use of the Third Party Contracts used by County immediately before the applicable Service Agreement Effective Date.
- c. On or before the applicable Service Agreement Effective Date, in the event the Service Agreement requires Service Provider to assume any Third Party Contract, County shall, with Service Provider's reasonable assistance, obtain from each third party to a Third Party Contract existing on the applicable Service Agreement Effective Date any required consents by such third party to (i) the assignment to and assumption by Service Provider of Third Party Contracts, and (ii) a complete release of County with respect to all obligations arising under such Third Party Contracts on and after the applicable Service Agreement Effective Date (collectively, the "Third Party Consents"). Service Provider shall pay all transfer, upgrade and other fees necessary to obtain any Third Party Consents with respect to Third Party Contracts, and County's liability for any such payments is only to Service Provider as expressly set forth in the applicable Service Agreement. Unless otherwise specified in a Service Agreement and where possible, any assigned Third Party Contract shall include the right of County to re-acquire the rights under the Third Party Contract upon any termination or expiration of a Service Agreement.
- d. With respect to any Third Party Contract which is not identified in a Service Agreement and was not made known to Service Provider during the due diligence and negotiations preceding the execution of a Service Agreement (an "Unidentified Third Party Contract"), the following shall apply: (A) the Unidentified Third Party Contract shall be added to the appropriate Service Agreement as soon as it has been identified; (B) County shall, with Service Provider's reasonable assistance, obtain any required Third Party Consents with respect to any Unidentified Third Party Contract that is a Third Party Service Contract as soon as possible after it has been identified; and (C) County shall pay all transfers, upgrade and other fees necessary to obtain such Third Party Consent with respect to the Unidentified Third Party Contracts. During the Term, County shall either retain financial responsibility for license, maintenance or other financial obligations with respect to such Unidentified Third Party Contracts or Service Provider shall charge such amounts to County on a Pass-Through Expense basis.

13. Audit.

- a. **Record Keeping and Audit Rights.** Service Provider shall maintain complete and accurate records and supporting documentation for all financial and non-financial transactions under all Service Agreements sufficient to permit a complete audit of such financial and non-financial transactions relating to the Services provided. Such records shall include data and documentation of third party charges invoiced to and paid by Service Provider. Service Provider shall retain such records throughout the Term and for three years thereafter (including any records received by Service Provider from County or County's previous Service Provider).
- b. **Audit Procedure.** Service Provider shall provide County, at County's request, with paper and electronic copies of documents and information reasonably necessary to verify Service Provider's compliance with this Master Agreement and each Service Agreement. County and its authorized agents and representatives shall have access to such records for audit purposes during normal business hours during the Term and hereafter for the period during which Service Provider is required to maintain such records. Service Provider shall, at no additional cost to County, provide to County, County's internal and external auditors, inspectors, regulators and such other representatives as the County may designate at any time access to the facilities at which Service Provider is providing the Services, Service Provider personnel providing the Services, and all data and records relating to the Services, for the purpose of performing audits and inspections of County and its business, to verify the integrity of County Data, to examine the systems that process, store, support and transmit that data, and to examine Service Provider's charges and performance of the Services under this Master Agreement and any Service Agreement.
- c. **Malfeasance.** Notwithstanding the foregoing, if County has reason to suspect any dishonest acts on the part of Service Provider in providing the Services under this Agreement, County shall be entitled to undertake such audit of Service Provider as County reasonably deems appropriate without the foregoing notice or other restrictions. If in any audit County determines that any dishonest acts occurred, Service Provider shall reimburse County for any costs incurred in such audit and County may conduct a follow-up audit when reasonably deemed appropriate by County. Service Provider shall respond promptly to any conclusions and recommendations reported as part of an audit.

- d. **Payments.** If an audit reveals that Service Provider has overcharged County for Services during the audited period in an amount equal to or in excess of three percent (3%), Service Provider shall reimburse County for the cost of the audit in addition to the amount of any overcharges that are due County. If the audit reveals that Service Provider has overcharged County in an amount equal to or in excess of ten percent (10%), Service Provider shall reimburse County for the cost of the audit in addition to the amount of any overcharges that are due County and pay an additional amount equal to twenty-five percent (25%) of the overcharged amount. The calculation of overcharges shall be calculated based upon each Service Agreement, and not on a cumulative basis. Service Provider shall pay such amount to County within thirty (30) days following County's written request.
- e. **Survival.** This Article shall survive the expiration or earlier termination of the Term and shall continue to the third (3rd) anniversary of the expiration or termination of the Master Agreement.

SERVICE LEVELS

1. **Service Level.** Within each Service Agreement, the Parties shall specify such reasonable quantitative levels of performance ("Service Level Standards") for certain specified Services as are deemed useful. Service Level Measurements and Service Level Standards shall be specified as described in Appendix A. With respect to each Service which has one or more associated Service Level Measurements, Service Provider shall provide such Service throughout the Term in such a manner that the associated Service Level Measurements shall meet or exceed the associated Service Level Standards.
2. **Review of Service Levels.** Within six (6) months after the initiation of Services under a Service Agreement, and every three (3) months thereafter (until such a time as the Parties mutually agree that a less frequent review period is necessary), the parties shall jointly review the Service Level Standards and adjust them to reflect any improved performance capabilities associated with advances in the technology and methods used to perform the Services. Throughout the Term, at least annually, Service Provider shall identify and notify County of Commercially Reasonable Efforts to improve its performance as measured by the Service Level Measurements and reduce its costs.

3. **Measurement and Monitoring Tools.** As part of the Services throughout the Term, and at no additional cost to County, Service Provider shall implement any measurement and monitoring tools and procedures necessary to measure its performance of the Services and compare such performance to that required by the Service Agreements (including the calculation of Service Level Measurements, the comparison of Service Level Measurements to Service Level Standards, and the calculation of associated Service Level Credits (if any)). Upon County's written request, Service Provider shall provide County or its auditors with any information and access to the measurement and monitoring tools necessary to verify compliance by Service Provider with the Service Agreements.

Failure to Meet Service Levels. (a) Service Provider acknowledges that its failure to meet one or more Service Level Standards may have a material adverse effect on the business and operations of County. Accordingly, if Service Provider fails to meet a Service Level Standard, County shall recover the applicable amount specified in each Service Agreement ("Service Level Credits"). (b) Service Provider shall provide a deduction in an amount equivalent to the calculated monthly Service Level Credit from the next succeeding invoice or other amounts due to Service Provider. (c) Regardless of whether County recovers Service Credits owed with respect to any failure, County shall also have any remedies available to County under this Master Agreement or any Service Agreement, at law or in equity, including the right to terminate this Master Agreement or any Service Agreement for cause, less any Service Credits allocated to County. Each time Service Provider fails to meet a Service Level Standard, Service Provider shall: (i) promptly investigate the cause(s) of the failure and deliver to County a written report identifying such cause(s) in the form requested by County or as specified in a Service Agreement; (ii) use all Commercially Reasonable Efforts to correct the problem and to begin meeting such Service Level Standard as soon as practicable; and (iii) at County's request, advise County of the status of such corrective efforts. (e) All Service Level Standards and applicable Service Credits remain in effect notwithstanding Service Provider's use of Commercially Reasonable Efforts to correct any performance problem; and (f) If any failure to meet a Service Level Standard is directly and solely attributable to a Force Majeure Event or actions or omissions of County or a breach by County of this Master Agreement or a Service Agreement, County shall not be entitled to a Service Credit,

5. **Performance Standards.** (a) With respect to any Service or obligation which does not have an associated Service Level Standard, Service Provider shall perform such Service with a level of quality, timeliness, and cost efficiency that meets (i) the level of performance by County or any third party providing such services for County immediately before the applicable Service Agreement Effective Date, and (ii) the level of performance expected for an experienced outsourcing company providing services similar to the Services using prompt, diligent, cost-effective efforts in a professional manner using qualified, experienced individuals ("Performance Standards"). Each time Service Provider fails to meet any Performance Standards, Service Provider shall: (i) promptly advise the County and investigate the causes; and (ii) use all Commercially Reasonable Efforts to correct the problem and to begin performing such obligation in the required manner as soon as practicable but in any event within thirty (30) days of such failure. All Performance Standards remain in effect notwithstanding Service Provider's use of Commercially Reasonable Efforts to correct any performance problem. (b) Regardless of whether there exists an associated Service Level Standard, Service Provider shall perform all Services and obligations promptly, diligently and cost-effectively, in a professional manner, using qualified, experienced individuals and use Commercially Reasonable Efforts to perform the Services and obligations in an effort to reduce charges payable by County hereunder while still meeting the required levels of quality and performance.

SUBCONTRACTING

1. **Approval required.** Service Provider shall not delegate or subcontract any of its material obligations under this Master Agreement or any Service Agreement by way of a material subcontract ("Material Subcontract") without the prior written consent of the County, which may be withheld in County's sole discretion. Notwithstanding the preceding sentence, but subject to this subpart's provisions herein below, Service Provider may use, in the ordinary course of business, third party service providers or products pursuant to subcontracts which, when combined with any related subcontracts, involve the payment of no more than \$50,000 in any twelve month period. A subcontract involving the payment of more than \$50,000 in any twelve-month period shall be a "Material Subcontract". Notwithstanding any other provision in this Section, all subcontractors shall be required to execute documents binding the subcontractor to confidentiality and non-disclosure agreements that are at least as protective as this Agreement with respect to confidentiality of County Confidential Information. The availability of a subcontractor to provide Services shall be evaluated as if the owners, directors, officers and employees of the subcontractor were employees of County and, as such, subject to all of County's rules and regulations. Service Provider shall provide to County a report listing all current subcontracts on a quarterly basis.

2. **Approval Process.** If Service Provider desires to enter into a Material Subcontract, it shall submit to County in writing a proposal specifying the tasks Service Provider proposes to subcontract, the reason for using a subcontractor, the identity and qualifications of the proposed subcontractor, and any other information reasonably requested by County or necessary to fully inform the County's approval of the subcontractor. If the use of such subcontractor is approved by the County, Service Provider shall include in such subcontract provisions naming County as an intended third-party beneficiary, Confidentiality, Audit and Performance Standards provisions substantially similar to those contained herein, and any other provisions necessary for Service Provider to fulfill its obligations under this Master Agreement or any Service Agreement and provide the County with a copy of each Material Subcontract. Such subcontract provisions shall also include the option of County to assume each Material Subcontract in the event County terminates this Master Agreement or a Service Agreement. In addition, Service Provider shall not disclose any County Confidential Information to such subcontractor until such subcontractor has agreed in writing to assume the Confidentiality obligations described herein.
3. **Revocation.** County may revoke approval of a subcontractor previously approved, or object to Service Provider's use of a subcontractor for which County's approval was not required, if the subcontractor's performance has been materially deficient, good-faith doubt exists concerning the subcontractor's ability to render future performance, or there have been material misrepresentations by or concerning the subcontractor. Upon such revocation, Service Provider shall prevent such subcontractor from performing the Services.
4. **Liability.** Service Provider shall remain liable for obligations performed by subcontractors to the same extent as if a Service Provider employee had performed such obligations, and for purposes of this Master Agreement such work shall be deemed work performed by Service Provider. If a subcontractor breaches a Material Subcontract, or is alleged to have breached a Material Subcontract, Service Provider shall notify County and provide County with such information relating to the alleged breach as County may reasonably request.

PERSONNEL

1. **Contract Manager, Project Manager.** County and Service Provider shall each designate an individual as the primary contact for such Party with respect to all matters relating to this Master Agreement. County and Service Provider shall also designate an individual as the primary contact for such Party with respect to each Service Agreement. County and Service Provider may change these designations from time to time, providing such advance notice as the circumstances require to avoid adverse impact upon the Services.

2. **Employment.** Service Provider shall invite the employees of any existing outsourcing service providers to interview for potential employment with Service Provider.
3. **Service Provider Positions.** Service Provider shall reasonably consider any concerns expressed by County with respect to terminating or transferring any employees assigned to provide Services under this Agreement. Before assigning an individual to fill a Service Provider Position, Service Provider shall notify County of the proposed assignment, shall introduce the individual to appropriate County representatives, and shall provide County with a resume and such other information as County may reasonably request. If County objects to the proposed assignment within ten (10) business days after being notified thereof, Service Provider shall discuss such objections with County and attempt to resolve them on a mutually agreeable basis. If County continues to object to the proposed assignment, Service Provider shall not assign the individual to that position and shall promptly propose another individual to fill the Service Provider Position.
4. **Service Provider Employees Assigned to County Account.**(a) Under any Service Agreement, County shall have the right to notify Service Provider if County determines that the continued assignment to the County account of any Service Provider employee is not in the best interests of the County. Upon receipt of such notice, Service Provider shall have a ten (10) business day period to investigate the matters stated therein, discuss its findings with County, and attempt to resolve such matters in a manner acceptable to County. Upon County's subsequent written request, Service Provider shall promptly remove any Service Provider employee, including the Service Provider's Contract Manager or Service Agreement Managers, from the County account and, if appropriate or necessary, replace such Service Provider employee with a suitable replacement in a prudent manner so as not to interrupt or adversely affect the Services. (b) Under this Master Agreement or any Service Agreement, County shall have the right to notify Service Provider if County determines that the continued assignment to the County account of any Service Provider Contract Manager ("Master Agreement Manager"), or Project Manager ("Service Agreement Manager") is not in the best interests of the County. Upon receipt of such notice, Service Provider shall have a ten (10) business day period to replace such Service Provider employee with a suitable replacement so as not to interrupt or adversely affect the Services. Before assigning an individual to fill a Service Provider Contract Manager ("Master Agreement Manager"), or Project Manager ("Service Agreement Manager") Position, Service Provider shall notify County of the proposed assignment, shall introduce the individual to appropriate County representatives, and shall provide County with a resume and such other information as County may reasonably request. If County objects to the proposed assignment within ten (10) business days after being notified thereof, Service Provider shall discuss such objections with County and attempt to resolve them on a mutually agreeable basis. If County continues to object to the proposed assignment, Service Provider shall not assign the individual to that position and shall within a ten (10) business day period propose another individual to fill the Service Provider Position. (c) If Service

Provider fails to meet the Performance Standards or Service Level Standards persistently or continuously, and if County reasonably believes such failure is attributable in whole or in part to Service Provider's assignment, reassignment, or other changes in the human resources allocated by Service Provider to the delivery of the Services, County will notify Service Provider of such belief. Upon receipt of such notice from County, Service Provider (i) will promptly meet with County to discuss the matters raised by County in its notice and Service Provider's positions with regard to such matters; and (ii) will diligently work to eliminate with respect to the Services any such Service Provider human resource practices identified and agreed to by the Parties as adversely impacting the delivery of the Services by Service Provider.

5. **Independent Contractor Relationship.** Service Provider's relationship to County in the performance of this Contract is that of an Independent Service Provider. The personnel performing Services under this Contract shall at all times be under Service Provider's exclusive direction and control and shall be employees or subcontractors of Service Provider and not employees of County. Service Provider shall be fully liable for all acts and omissions of its employees, subcontractors, and their suppliers and shall be specifically responsible for sufficient supervision and inspection to assure compliance in every respect with Contract requirements. There shall be no contractual relationship between any subcontractor or supplier of Service Provider and County by virtue of this Contract. No provision of this Contract shall be for the benefit of any party except County and Service Provider and their respective assignees or beneficiaries. It is the Parties' intention that Service Provider will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker's Compensation law and Florida Unemployment Insurance Law. The Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the County, that it has made its own investment in its business, and this it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Service Provider and the County, and the County will not be liable for any obligation incurred by the Service Provider, including but not limited to unpaid minimum wages and/or overtime premiums.
6. **Non-Hiring of Employees.** Except as specifically provided in this Agreement or any Service Agreement, during the term of this Agreement and any extension hereof, neither party, nor any related or affiliated organization over which a party has control, shall offer to hire, hire or in any way employ or compensate, any employee of, or persons who have been employed during any term hereof by, the other party without the prior written consent of the other party. Notwithstanding

the foregoing, the following exceptions shall apply: (a) At the termination of this Master Agreement and for six (6) months prior to the end of the Term or any Renewal, County may solicit, interview, offer to hire, hire or employ Service Provider employees who are at the time of termination permanently assigned to, or who previously worked at, the County's site; and (b) Either Service Provider or the County may hire or solicit for hiring any employee who is no longer employed by the other and whose employment with the other had ended for a period of one (1) month or more prior to the date of the offer of employment by such other party.

7. SERVICE PROVIDER SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ALL LOSSES, INJURIES OR DAMAGES, AND WAGES OR OVERTIME COMPENSATION DUE ITS EMPLOYEES IN RENDERING SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING PAYMENT OF REASONABLE ATTORNEY'S FEES AND COSTS IN THE DEFENSE OF ANY CLAIM MADE UNDER THE FAIR LABOR STANDARDS ACT OR ANY OTHER FEDERAL OR STATE LAW.
8. MIGRATION OF SERVICES: If any migration of Services is to occur under a Service Agreement, they will occur pursuant to Migration Plans approved by the County pursuant to Appendix B.

Article 3 - PAYMENTS

1. **Charges.** Subject to the other provisions of this Master Agreement, County shall pay to Service Provider the amounts set forth in each Service Agreement as payment in full for the Services under such Service Agreement performed by Service Provider during the Term (the "Charges"). Except as otherwise expressly set forth in this Master Agreement, County shall not be obligated to pay any amounts to Service Provider for its performance of the Services and its other obligations under this Master Agreement other than the amounts set forth in the Service Agreements. Without limiting the foregoing, County shall not be required to reimburse Service Provider for any expenses Service Provider incurs in performing the Services and such obligations, including, without limitation, travel and lodging, document reproduction and shipping. If a Service Agreement Term is renewed pursuant to the applicable terms of such Service Agreement, the Charges last set forth in such Service Agreements shall continue to apply during the renewal period(s).

2. **Pass-Through Expenses.** (a) Service Provider shall review for accuracy each third party invoice for any Pass-Through Expenses and shall pay when due to such third party all valid amounts set forth on such invoice. Service Provider shall include the amount of such payment on its next invoice to County and shall include with such invoice a copy of the third party invoice. Service Provider shall not charge County any profit, administrative fee, or overhead charge with respect to such Pass-Through Expenses. Pass-Through Expenses must be approved in advance by County's IT Director. (b) Service Provider shall use all Commercially Reasonable Efforts to minimize the amount of Pass-Through Expenses, including, with respect to any materials or supplies supplied by Service Provider to County, providing to County the benefit of any specialized pricing / economies of scale available to Service Provider. Except where specific materials and services have been specially recommended by Service Provider to fulfill specialized needs, with respect to materials or services paid for on a Pass-Through Expenses basis, County shall have the right to: (i) obtain such materials or services directly from a third party; (ii) designate the third party source for such materials or services; (iii) designate the particular materials or services Service Provider shall obtain; (iv) request Service Provider to identify and consider multiple sources for such materials or services; and (v) review, approve or reject the Pass-Through Expense for such materials or services before Service Provider enters into a subcontract for such materials or services. County shall be responsible for all approved Pass-Through Expenses and Service Provider shall be responsible for all non-approved Pass-Through Expenses.
3. **Charges Pursuant to Service Agreement Modifications.** (a) To the extent the proposed change or addition can be accommodated within the existing level of resources then being used by Service Provider to provide the Services and without degradation to existing performance in relation to Service Level Standards (unless otherwise agreed by the County in writing), the Charges payable by County under the applicable Service Agreement shall not be increased. (b) To the extent the proposed change or addition will lower Service Provider's cost to provide the Services thereafter, the applicable charges payable by County shall be equitably adjusted to reflect such projected cost savings. (c) To the extent the proposed change or addition will require the addition or subtraction of resources for which a pricing basis exists under this Master Agreement, the resulting change to the Charges payable by County hereunder shall be recalculated higher or lower in accordance with that pricing basis.
4. **Interest.** Without waiving any other right, balances of any kind past due in excess of thirty (30) days shall bear interest at the rate established by Florida Statute.

5. **Invoices.** Service Provider shall issue to County, on a monthly basis in arrears, one (1) consolidated invoice for all amounts due under each Service Agreement with respect to Services rendered in the previous month. Each invoice shall separately state Charges for each category of Service, reimbursable expenses and taxes payable, and shall otherwise be in such detail as County may require for its internal accounting needs.
6. **Payment.** Subject to the section entitled "Setoff and Withholding," each properly documented and approved invoice shall be due and payable within thirty (30) days after the date such invoice is received by the applicable County IT Director. County reserves the right to correct any error that may be discovered in any invoice that may have been previously paid to Service Provider and to adjust the same to meet the requirements of the Master Agreement or any Service Agreement.

To the extent County is entitled to a credit pursuant to this Master Agreement or any Service Agreement, Service Provider shall provide County with such credit on the first invoice delivered after such credit is earned.
7. **Proration.** All periodic charges under this Master Agreement (excluding charges based upon actual usage or consumption of Services) shall be computed on a calendar month basis and shall be prorated for any partial month.
8. **Refunds.** If either Party should receive a refund, credit or other rebate for goods or services paid for by the other Party, the recipient of such refund, credit or rebate shall promptly notify the other Party and shall pay such amount, with interest, to the other Party (or, if applicable, provide a credit on the next delivered invoice) within thirty (30) days after receipt thereof.
9. **Setoff and Withholding.** Notwithstanding any other provision of this Master Agreement, a Party who is owed any amount by the other Party may, at its option, set off that amount as a credit against any amounts it otherwise owes to the other Party. If County disputes in good faith any portion of an invoice, County shall pay the undisputed dollar amount of such invoice when due and may, at its option, withhold the disputed portion pending resolution of the dispute by mutual agreement or pursuant to the subpart entitled "Dispute Resolution." To the extent allowed by law, no interest shall become due on amounts to be paid by County which are disputed by County in good faith. If County withholds any payment pursuant to this section, County shall notify Service Provider of the basis for such withholding. Upon resolution of the dispute, County shall pay to Service Provider such portion, if any, of the disputed amount determined to be owing to Service Provider.

10. **Taxes.**

- (a) Service Provider shall pay any real property taxes or personal property taxes on property it owns or any other taxes, fees or costs related to Equipment used as a part of any Service Agreement. If County purchases any Equipment from Service Provider on the expiration or earlier termination of a Service Agreement, all unpaid personal property taxes shall be paid by Service Provider, with such Service Provider paying the taxes allocable to the period before the date County purchases the Equipment.
- (b) Absent applicability (and perfection, if necessary) of any exemption, Service Provider shall pay any sales, use, excise, value-added, services, consumption, and other taxes and duties imposed on any goods and services acquired, used or consumed by Service Provider in connection with the Services.
- (c) The Parties shall cooperate with each other to enable the Parties to determine accurately their respective tax liabilities, if any, and to reduce such liabilities to the extent permitted by law. Service Provider shall provide to County any resale certificates, exemption certificates, information regarding out-of-state or out-of-country sales or use of Equipment and services, and such other similar information as County may reasonably request.

Article 4 - INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

PUBLIC RECORDS EXEMPTION

- 1. **Definition.** "Exempt Information" means information which is exempt from the provisions of Florida Statute Section 119.07 (1) and Section 24(a), Article I of the Florida State Constitution. Exempt Information includes, without limiting the generality of the foregoing, Service Provider Software, County Data, County Software, and information: (i) relating to the Disclosing Party's current or planned software (whether in object code or source code form) or hardware products or services, technical and non-technical information, formulae, tools, patterns, compilations, programs, devices, techniques, drawings, methodologies and processes; (ii) relating to the Disclosing Party's business, policies, strategies, operations, finances, plans or opportunities, including the identity of, or particulars about, the Disclosing Party's clients, customers or Service Providers; or (iii) marked or otherwise identified as exempt, or sensitive including, without limiting the generality of the foregoing, information acquired by inspection or oral disclosure provided such information was identified as exempt at the time of disclosure or inspection.

2. **Exceptions.** Notwithstanding the foregoing, Confidential Information does not include information that the Receiving Party can establish: (A) has become generally available to the public or commonly known in either Party's business other than as a result of a breach by the Receiving Party of any obligation to the Disclosing Party; (B) was known to the Receiving Party prior to disclosure to the Receiving Party by the Disclosing Party by reason other than having been previously disclosed in confidence to the Receiving Party; (C) was disclosed to the Receiving Party on a non-confidential basis by a third party who did not owe an obligation of confidence to the Disclosing Party with respect to the disclosed information; (D) was independently developed by the Receiving Party without any recourse to any part of the Confidential Information; or (E) in the case of County, any information related to the Services which County has publicly disclosed in connection with this competitive negotiations process for information technology and telecommunications services, including, without limitation, information of an operational, technical or financial nature related to County.

3. **Use of Exempt Information.** (a) During the Term, the Receiving Party may: (i) disclose Exempt Information received from the Disclosing Party only to its employees, officers, directors, attorneys, and subcontractors who have a need to know such information exclusively for the purpose of performing this Master Agreement and who have executed a nondisclosure agreement containing provisions no less restrictive than those contained herein, or who are subject to other equivalent means to ensure confidentiality; (ii) reproduce the Exempt Information received from the Disclosing Party only as required to perform this Master Agreement; and (iii) disclose Exempt Information as required by law, provided the Receiving Party gives the Disclosing Party prompt notice prior to such disclosure to allow the Disclosing Party to make a reasonable effort to obtain a protective order or otherwise protect the confidentiality of such information. (b) Except as otherwise specifically provided in this Master Agreement, the Receiving Party shall not during the Term and after expiration or earlier termination hereof: (i) disclose, in whole or in part, any Exempt Information received directly or indirectly from the Disclosing Party; or (ii) sell, rent, lease, transfer, encumber, pledge, reproduce, publish, transmit, translate, modify, reverse engineer, compile, disassemble or otherwise use the Exempt Information in whole or in part.

4. **Care.** The Receiving Party shall exercise the same care in preventing unauthorized disclosure or use of the Exempt Information that it takes to protect its own information of a similar nature, but in no event less than reasonable care.

5. **Return of Exempt Information.** Immediately upon the Disclosing Party's request, and at the expiration or earlier termination of this Master Agreement or any applicable Service Agreement, pursuant to Florida Division of Library record retention the Receiving Party shall return or destroy all materials containing Exempt Information, including, without limitation, all originals, copies, reproductions and summaries, and all copies of Exempt Information present on magnetic media, optical disk, volatile memory or other storage device, in a manner that assures the Exempt Information is rendered unrecoverable.
6. **Ownership of County Data.** All County Data shall remain the property of County. The County Data shall not be used by Service Provider other than in connection with providing the Services, disclosed, sold, assigned, leased or otherwise provided to third parties by Service Provider, or commercially exploited by or on behalf of Service Provider, its employees or agents. Service Provider will not delete or destroy any County Data or media on which County Data resides without prior written authorization from the County. At no cost to County, Service Provider shall upon request promptly return to County, in the format and on the media in use as of the date of request, all or any requested portion of any County Data it may possess or control.
7. **Security.** Service Provider will comply with the security procedures that are in effect during the Term of this Master Agreement for the security of County's facilities and County Data, as provided to Service Provider in writing. Since Service Provider personnel may have the ability to defeat systems security provisions on devices containing attorney-client privileged or attorney work product materials, Service Provider covenants that it shall not access such County Data or assert waiver of these protections by virtue of its access.
8. **Indemnity.** **THE COUNTY, TO THE EXTENT ALLOWED BY SECTION 768.28 FLORIDA STATUTES, SHALL INDEMNIFY, DEFEND , SAVE AND HOLD HARMLESS FROM ANY LOSS RESULTING FROM A BREACH BY SERVICE PROVIDER, OR ITS EMPLOYEES, AGENTS, OR CONTRACTORS UNDER THIS SECTION. THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS FROM ANY LOSS RESULTING FROM A BREACH BY COUNTY, OR ITS EMPLOYEES, AGENTS, OR CONTRACTORS UNDER THIS SECTION. THE PARTIES AGREE THAT THIS PARAGRAPH SHALL NOT WAIVE SOVEREIGN IMMUNITY OF THE COUNTY, NOR WAIVE THE BENEFITS OF SECTION 768.28 AND 335.055 FLORIDA STATUTES, OR ANY SIMILAR PROVISION.**
9. **Survival; Severability.** The provisions of this section shall survive termination or expiration of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

INTELLECTUAL PROPERTY RIGHTS

1. **County Software.** Each Service Agreement shall identify the County Software, if any, that Service Provider is authorized to use to perform the Services and specify the rights of Service Provider to use the County Software for the benefit of the County.

2. **Service Provider Software**

Except as expressly set forth in a Service Agreement, the intellectual property rights in all materials supplied or developed under this Agreement (including the Service Provider Software) and any right, title or interest in or to any patent, copyright, trademark, or other intellectual property or proprietary rights in or related to the materials or Service Provider Software, including any subsequent developments, modifications, enhancements thereto, shall at all times remain vested solely in Service Provider, its principals or licensors, if any. All software (whether in source or object code) transferred to County hereunder is considered by Service Provider to be an unpublished work and is protected under the copyright laws of the United States. All copyright and other intellectual property rights of whatever nature that subsist or may subsist in any software, specifications, drawings, plans, designs, flowcharts, and technical documents and information supplied by Service Provider are and shall remain Service Provider's property. County shall keep confidential, as permitted by Florida Statute Section 119.07(1), and shall not modify or make any copy of such Service Provider Software, specifications, drawings, plans, designs, flowcharts and technical documents and information, except as expressly approved in writing by Service Provider. County is granted a worldwide, non-exclusive, royalty free license to use any Service Provider Software supplied with the Services during the term of this Agreement. Such license shall be for County alone and shall not be assigned, transferred or sublicensed without Service Provider's prior written consent. County further agrees not to modify, disassemble, alter, reverse compile, or reverse engineer the Service Provider Software.

While providing the Services, Service Provider may develop additional expertise, know-how and other intellectual property, which shall be Service Provider's exclusive proprietary information and Service Provider may freely utilize such intellectual property in providing services for its other customers. Except where expressly and specifically indicated in a Service Agreement, Service Provider does not develop any intellectual property (including copyrights, patents, know-how, or expertise) for ownership by County under this Agreement, and Service Provider retains sole ownership to any such items created during the course of providing Services hereunder. If the County is ever held or deemed to be the owner of any copyright or other proprietary rights in the materials and Service Provider Software or any changes, modifications, or corrections thereto, then the County hereby irrevocably assigns to Service Provider all such rights, title, and interest.

3. **Third Party Software.** Each Service Agreement shall identify any Third Party Software, and, unless otherwise stated in such Service Agreement, Service Provider shall, to the extent necessary to provide the Services: (i) maintain (and upgrade as necessary) licenses and maintenance agreements for Third Party Software Licenses used by County on the Service Agreement Effective Date; (ii) obtain licensed authorization for use and disclosure of Third Party Software by and to Service Provider's employees or agents; and (iii) install fixes, modifications, releases or versions of Third Party Software which are identified by the licensor of Third Party Software as required to make the Third Party Software function as intended. Service Provider shall not use in performing the Services any Third Party Software unless the fully informed consent of the County has been tendered and such Third Party Software was commercially available to County when selected.

4. **Work Product.** (a) Service Provider shall be the sole and exclusive owner of all work product owned by it as of each applicable Service Agreement Effective Date ("Service Provider Work Product"). (b) County shall be the sole and exclusive owner of any reports, manuals and other work product prepared by Service Provider pursuant to a Service Agreement and of any enhancements to and modifications of County Software implemented pursuant to a Service Agreement ("County Work Product"). In addition, as between County and Service Provider, to the extent possible, County shall be the sole and exclusive owner of any enhancements to and modifications of Third Party Software implemented pursuant to a Service Agreement. All County Work Product described in this subsection (b) shall be considered instantly vested and fully owned by County as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such County Work Product is not considered a work made for hire under applicable law, Service Provider hereby irrevocably assigns to County all of Service Provider's right, title and interest in and to such County Work Product. Service Provider shall execute any documents and take any other actions reasonably requested by County to accomplish the purposes of this Section. If for any reason County fails to obtain ownership of the County Work Product and such ownership is vested in Service Provider or its employees or agents, Service Provider agrees to (i) promptly and legally transfer such work product to County wherever possible and (ii) wherever not possible, promptly grant to County a perpetual, exclusive, royalty-free and world-wide license to use the County Work Product for any purpose, and to assign and sublicense its license rights.

5. **Use of Concepts.** Nothing in this Master Agreement shall restrict a Party from the use of any ideas, concepts, know-how, methods or techniques relating to information technology and telecommunications services that such Party, individually or jointly, develops or discloses under this Master Agreement or any Service Agreement or obtains from third parties, except to the extent that such use infringes the other Party's patent rights, copyrights or other intellectual property rights or involves a disclosure or use of the other Party's Confidential Information.

6. **Non-Infringement.** Both Parties shall perform their respective obligations under this Master Agreement and all Service Agreements in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other proprietary rights of any third party. Service Provider represents that, to its knowledge, as advised by counsel, the Service Provider Software and the Services performed by Service Provider do not, and will not, infringe any patent, copyright, trade secret or any other intellectual property interest owned or controlled by any other person.
7. **Viruses.** Service Provider shall use all Commercially Reasonable Efforts to ensure that no Viruses are coded or introduced into the systems used to provide the Services. If a Virus is introduced either by Service Provider or as a result of the negligent performance of the Services by Service Provider, Service Provider shall at its expense eliminate the Virus and mitigate any losses caused by the Virus.
8. **Disabling Code.** Service Provider shall not knowingly insert into any Software any code that would have the effect of disabling any Software, Equipment or Services. With respect to any disabling code that may be part of the Software, Service Provider shall not invoke such disabling code at any time for any reason. If, at any time, the licensor of any Third Party Software shall invoke or threaten to invoke any disabling code in Third Party Software licensed to Service Provider which could adversely affect the Services, Service Provider shall use its best efforts to preclude such action on the part of such licensor.

Article 5 - INSURANCE, LIMITATIONS, WARRANTIES AND INDEMNIFICATION

INSURANCE

1. Insurance Coverage to Be Obtained.

- (a) The Service Provider shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting there from, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the Service Provider, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

- (b) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- (c) The Service Provider shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverages described herein and as are required by law to be provided on behalf of their employees and others.
- (d) The Service Provider shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

2. **Service Provider Required to File Insurance Certificate(s)**

- (a) The Service Provider, within fourteen (14) calendar days from receipt of the County's written Notice of Award, shall submit to the County all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the Service Provider to submit such certificates and documents within the required time shall be considered cause for the County to find the Service Provider in default and terminate the contract. Before the Service Provider shall commence any service or work pursuant to the requirements of this Agreement, the Service Provider shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the Service Provider shall file with the County certificates of all such insurance coverages.
- (b) Insurance policies evidenced by such insurance certificates shall be underwritten by insurance company(ies) with an AM Best rating of A- or better and licensed in the State of Florida.
- (c) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the County in triplicate.
- (d) Each Certificate of Insurance shall include the following:
 - (i) The name and type of policy and coverages provided;
 - (ii) The amount or limit applicable to each coverage provided;
 - (iii) The date of expiration of coverage.
 - (iv) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder to the extent of the Service Provider's liability under this Agreement. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and
 - (vi) Cancellation - Should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named.

- (e) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Service Provider shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Service Provider to provide the County with such renewal certificate(s) shall be justification for the County to terminate this Agreement.

3. Insurance Coverage Required – See Appendix D for Certificate

- (a) The Service Provider shall obtain and maintain the following insurance coverages:

- (1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy shall include the following:

- (A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.
- (B) Notice of Cancellation and/or Restriction - The issuing company will endeavor to provide the County with thirty (30) days prior written notice of cancellation and/or material change.

- (2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall include the following:

- (A) Minimum limits of \$1,000,000 per occurrence and \$300,000 aggregate for Bodily Injury Liability and a minimum limit of \$300,000 for Property Damage Liability, or a minimum combined single limit of \$2,000,000.
- (B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

- (3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$100,000 per person and \$300,000 per accident for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.

(B) Coverage shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

(4) PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

Coverage shall include the following:

(A) A minimum aggregate limit of \$10,000,000.

(B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self-insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of coverage to be provided within the minimum coverage limits set forth above, the County shall hold the Service Provider responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, or amount of sovereign immunity, the Service Provider shall be required to provide written documentation that is acceptable to the County establishing that the Service Provider has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

(5) CRIME POLICY.

(A) Service Provider shall self-insure for crime coverage for employee dishonesty with limits of liability of no less than \$1,000,000. County requires a Certificate of Insurance for the Crime Policy.

REPRESENTATIONS

1. **Mutual Representations.** Each Party represents and warrants that, as of the Effective Date and each Service Agreement Effective Date:

It has all necessary corporate power and authority to enter into this Master Agreement and each Service Agreement and to perform its obligations thereunder, and the execution and delivery of this Master Agreement and each Service Agreement and the consummation of this transactions contemplated thereby have been duly authorized by all necessary corporate actions on its part.

2. **Service Provider Representations.** As of the Effective Date and continuing throughout the Term and each Service Agreement Term, Service Provider represents and warrants to County that:

- (a) It has and shall have the right and authority to use the Service Provider Software and Third Party Software to provide Services and to grant to County the licenses to the Service Provider Software and Third Party Software described in each Service Agreement.
- (b) It is not a party to, and is not bound or affected by or subject to, any instrument, agreement, charter or by-law provision, law, rule, regulation, judgment or order which would be contravened or breached as a result of the execution of this Master Agreement, consummation of the transactions contemplated by this Master Agreement, or execution of any Service Agreement.
- (c) It is not the subject of any pending or threatened litigation (including claims subject to mediation or arbitration) arising from an outsourcing relationship similar to the relationship contemplated by this Master Agreement or any Service Agreement.
- (d) Service Provider (a) has, and each of the Service Provider employees and subcontractors that it will use to provide and perform the Services has, the necessary knowledge, skills, experience, rights and resources to provide and perform the Services in accordance with the Agreement; (b) it has successfully provided and performed the Services or services that are substantially equivalent to the Services for other Customers of Service Provider; and (c) the services will be performed in a prompt, diligent, professional manner using qualified, experienced individuals, and at a minimum, in accordance with preferred industry standards applicable to the performance of such Services.
- (e) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR ANY SCHEDULE ATTACHED HERETO, SERVICE PROVIDER MAKES NO WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY) WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (f) It is a corporation duly incorporated, validly existing and is in good standing under the laws of the state in which it is incorporated, and is good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Master Agreement.

3. **RFP and Due Diligence Assistance.** If, at any time during the Term, County issues a request for proposal to one or more services providers for the provision of all or any part of the Services, Service Provider shall cooperate with County by (i) providing to such third party providers reasonable access to personnel and information, and (ii) participating in a reasonable due diligence process for the benefit of County in connection with the request for proposals. Service Provider's obligations are subject to (i) the agreement of County and such third party providers to reasonable confidentiality restrictions, generally in accordance with those contained in this Master Agreement, and (ii) the condition that such activities shall not adversely affect County's or Service Provider's normal business.

LIMITATION OF LIABILITY

1. **Damages.** Subject only to the limitations set forth in this Article, a Party who breaches any of its obligations under this Master Agreement or any Service Agreement shall be liable to the other for any damages actually incurred by the other as a result of such breach.
2. **Limit on Types of Damages Recoverable.** (a) EXCEPT AS SET FORTH IN CLAUSE (b) BELOW, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (b) The exclusion set forth in clause (a) shall not apply to (i) Losses otherwise recoverable by an indemnitee pursuant to the section entitled "Indemnification," (ii) breach by a Party of its obligations with respect to Confidential Information, (iii) damages caused by a Party's intentional or willful acts or willful misconduct.

3. **Limit on Amount of Direct Damages Recoverable.** (a) County's liability to Service Provider for any breach arising out of or resulting from County's performance or non-performance of its obligations under this Master Agreement or any Service Agreement shall be limited in all cases to direct damages which in the aggregate shall not exceed any amounts payable by County for Services rendered by Service Provider in accordance with this Master Agreement and any applicable Service Agreement plus the amount, if any, payable by County upon a termination of the applicable Service Agreement(s) pursuant to provisions relating to "Termination for Convenience." (b) The foregoing limitations shall not apply to losses or damages attributable to (i) claims by an indemnitee pursuant to the section entitled "Indemnification," (ii) breach by a party of its obligations for intentional acts with respect to the other Party's Exempt Information, (iii) claims arising out of a Party's intentional or willful acts or willful misconduct, or (iv) amounts payable to County as credits against Charges. (c) Each Party shall have a duty to use reasonable efforts to mitigate damages for which the other Party is liable. AS A SEPARATE AND INDEPENDENT LIMITATION ON SERVICE PROVIDER'S LIABILITY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SERVICE PROVIDER'S TOTAL AND CUMULATIVE LIABILITY TO COUNTY AND ANY OTHER PERSON OR ENTITY (INCLUDING EMPLOYEES, AND AGENTS) SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE FOLLOWING: (1) THE AMOUNT PAYABLE BY COUNTY FOR SERVICES RENDERED BY SERVICE PROVIDER IN ACCORDANCE WITH THIS MASTER AGREEMENT DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE ACT OR OMISSION GIVING RISE TO THE LIABILITY OCCURRED; OR (2) IF THE ACT OR OMISSION GIVING RISE TO THE LIABILITY OCCURS DURING THE FIRST TWELVE (12) MONTHS AFTER THE EFFECTIVE DATE OF THIS MASTER AGREEMENT, THEN THE AMOUNT PAYABLE BY COUNTY FOR SERVICES RENDERED BY SERVICE PROVIDER IN ACCORDANCE WITH THIS MASTER AGREEMENT DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY AFTER THE EFFECTIVE DATE OF THIS MASTER AGREEMENT.

4. **Force Majeure.** (a) Neither Party shall be liable for any failure or delay in the performance of its obligations under this Master Agreement or any Service Agreement, if any, to the extent such failure or delay: (i) is caused, without fault by such Party, by fire, flood, earthquake, or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, rebellions or revolutions; quarantines or embargoes; or any other similar cause beyond the reasonable control of such party; and (ii) could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work-around plans or other means (including, in the case of Service Provider, compliance with Service Provider's obligations with respect to the provision of any disaster recovery services as set forth in any Service Agreement). Events meeting the criteria set forth above are referred to as "Force Majeure Events." (b) Upon the occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance for as long as such circumstances prevail and such Party continues to attempt to recommence performance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other and describe in detail the circumstances causing such delay. (c) If a Force Majeure Event causes a material failure or delay in the performance of any Services for more than two (2) consecutive days, County may, at its option, and in addition to any rights County may have pursuant to the section entitled "Termination Upon Force Majeure Event," procure such Services from an alternate source until Service Provider is again able to provide such Services, and Service Provider shall be liable for all payments made and costs incurred by County required to obtain the Services from such alternate source. County shall continue to pay Service Provider the charges established hereunder during such period, but Service Provider shall not be entitled to any additional payments as a result of the Force Majeure Event. (d) Notwithstanding any other provision of this Section, a Force Majeure Event shall not relieve Service Provider of its obligation to implement successfully all of the Services relating to disaster recovery services that are included in any Service Agreement within the time period described in such Service Agreement.

5. **Actions of Other Party.** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Master Agreement or any Service Agreement if such failure or delay is caused by the actions or omissions of the other Party or breaches of this Master Agreement or a Service Agreement by the other Party provided that the Party which is unable to perform has provided the other Party with reasonable notice of such non-performance and has used Commercially Reasonable Efforts to perform notwithstanding the actions, omissions or breaches of the other Party.

INDEMNIFICATION

1. **General.** SERVICE PROVIDER AGREES THAT IT WILL PROTECT, DEFEND, INDEMNIFY, AND SAVE WHOLE AND HARMLESS THE COUNTY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES, AND THE BOARD OF COUNTY COMMISSIONERS, INCLUDING EACH COMMISSIONER INDIVIDUALLY, FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, LOSS AND EXPENSES, INCLUDING ATTORNEYS' FEES, OF WHATSOEVER NATURE, CHARACTER OR DESCRIPTION THAT ANY PERSON OR ENTITY HAS OR MAY HAVE ARISING OUT OF OR ON ACCOUNT OF ANY INJURIES OR DAMAGES (INCLUDING, BUT NOT RESTRICTED TO, DEATH) RECEIVED OR SUSTAINED BY A PERSON OR PROPERTY, ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICE, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY NEGLIGENT ACTS OR OMISSIONS THAT CONSTITUTES A BREACH BY THE SERVICE PROVIDER OR ANY AGENT, SERVANT, EMPLOYEE OR SUBCONTRACTOR OF THE SERVICE PROVIDER. THIS INDEMNITY SHALL NOT APPLY TO THE PROPORTIONAL EXTENT ANY NEGLIGENT ACTS OR OMISSIONS OF THE COUNTY, ITS OFFICIALS, EMPLOYEES OR AGENTS CAUSE OR CONTRIBUTE TO ANY CLAIMS.
2. **Infringement.** SERVICE PROVIDER SHALL DEFEND AT ITS SOLE EXPENSE LEGAL PROCEEDINGS BROUGHT AGAINST COUNTY OR SERVICE PROVIDER CLAIMING A DIRECT PATENT, COPYRIGHT OR TRADE SECRET INFRINGEMENT IN THE COUNTRY WHERE THE SERVICES ARE DELIVERED THAT IS BASED UPON ANY METHOD, MATERIAL OR EQUIPMENT (EXCLUDING ANY SUCH METHOD, MATERIAL OR EQUIPMENT PROVIDED BY COUNTY TO SERVICE PROVIDER) USED OR PROVIDED BY SERVICE PROVIDER IN PERFORMANCE OF THE SERVICES, AND SERVICE PROVIDER SHALL INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY JUDGMENT BY A COURT OF COMPETENT JURISDICTION FOR DAMAGES ARISING FROM ANY SUCH CLAIM, PROVIDED THAT SERVICE PROVIDER SHALL HAVE NO LIABILITY

OR OBLIGATION TO COUNTY UNDER THESE TERMS CONCERNING ANY INFRINGEMENT CLAIM: (A) TO THE EXTENT IT IS BASED UPON SERVICE PROVIDER'S COMPLIANCE WITH COUNTY'S SPECIFICATIONS; (B) UNLESS SERVICE PROVIDER IS NOTIFIED PROMPTLY IN WRITING BY COUNTY OF EACH NOTICE AND COMMUNICATION REGARDING SUCH CLAIM AND IS GIVEN THE COMPLETE AUTHORITY, INFORMATION AND ASSISTANCE NECESSARY FOR SUCH DEFENSE; (C) UNLESS SERVICE PROVIDER IS GIVEN SOLE CONTROL OF THE DEFENSE OF ANY ACTION ON SUCH CLAIM AND OF ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE; OR (D) UNLESS COUNTY MAKES AN ADMISSION OF INFRINGEMENT.

COUNTY REPRESENTS AND WARRANTS THAT ANY AND ALL DATA, INFORMATION, DOCUMENTS, MATERIALS, SUPPLIES AND EQUIPMENT PROVIDED BY IT TO SERVICE PROVIDER, OR ANY METHOD, PROCESS OR TECHNIQUE WHICH COUNTY REQUIRES SERVICE PROVIDER TO USE, IS THE RIGHTFUL PROPERTY OF COUNTY AND COUNTY HAS FULL RIGHT TO SUPPLY SUCH ITEMS TO SERVICE PROVIDER.

ALL INDEMNITIES CONTAINED IN THIS CONTRACT SHALL SURVIVE THE TERMINATION HEREOF.

PERFORMANCE BOND

1. A Performance Bond (on the form provided in the appendice's) issued in a sum equal to the forecasted annual fees to be paid to the outsourcer by the County by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida shall be required from the successful Service Provider. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful Service Provider's performance under such Agreement.
2. A performance bond must be properly executed by the surety company and successful Service Provider within fourteen (14) calendar days after notification by the County of the County's approval to award the Contract. Only the form provided with the contract documents for the Performance Bond Certification Form will be accepted.
3. In order to be acceptable to the County, a Surety company issuing Performance Bonds in the amount listed, called for herein, shall meet and comply with the following minimum standards:
 - (a) All Sureties for County projects must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.

- (b) Attorneys-in-fact who sign performance bonds for County projects must file with such bond a certified copy of their Power of Attorney to sign such bond.
 - (c) Agents of surety companies must list their name, address and telephone number on all bonds.
 - (d) The life of all bonds provided to the County shall extend twelve (12) months beyond the date of final payment and shall contain a waiver of alternation to the terms of the Agreement, extensions of tie and/or forbearance on the part of the County.
4. To be acceptable to the County as Surety on projects not in excess of \$500,000.00, Surety shall comply with these minimum provisions of State Statute 287.0935 as follows:
- (a) Surety must have twice the minimum surplus and capital required by Florida Insurance Code at the time of proposal solicitation.
 - (b) Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C.9304-9308.
 - (c) Sureties on projects in excess of \$500,000.00 shall comply with the above minimum provisions as well as being rated thru A.M. Best and shall also comply with the following provisions.
 - (d) The Surety shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company.
 - (e) Surety must have fulfilled all of its obligations on all other bonds previously given to the County.
 - (f) Surety must have a minimum underwriting limitation of \$7,000,000.00 published in the latest edition of the Federal Register for Federal Bonds (U.S. Department of Treasury).

Article 6 - TERM, TERMINATION, AND DISPUTE RESOLUTION

TERM OF AGREEMENT

1. **Term.** The term of this Master Agreement (the "Term") shall begin on the Effective Date. The term shall continue for a period of five (5) years after the Commencement Date, unless earlier terminated or renewed in accordance with the provisions of this Master Agreement. Each Service Agreement shall set forth the applicable Service Agreement Term.

2. **Renewal.** County shall have the option to renew this Master Agreement or one or more categories of Services under a Service Agreement for one-year terms by delivering written notice of such renewal to Service Provider at least six (6) months before expiration. All of the terms of this Master Agreement and any applicable Service Agreements shall continue to apply without change, unless mutually agreed to by both parties, during any renewal period. "Service Agreement Term" shall refer to both the original term of the applicable Service Agreement and any renewal of the Service Agreement.

TERMINATION OF AGREEMENT

1. Termination for Cause.

- (a) County shall have the option to terminate any Service Agreement, or one or more categories of Services under a Service Agreement, for cause: (i) for a material breach of such Service Agreement by Service Provider that is not cured by Service Provider within fifteen (15) days of the date on which County provides written notice of such breach; (ii) for a material breach of such Service Agreement by Service Provider that is not reasonably subject to cure within fifteen (15) days after its occurrence; (iii) if it is determined by County, that there exists a plurality of non-material breaches by Service Provider that have a material adverse impact on the Services; (iv) immediately upon material failure by Service Provider to provide any Services pertaining to disaster recovery services under any Service Agreement; (v) upon Service Provider's failure to satisfactorily complete a migration under a Service Agreement by the scheduled Migration Completion Date; (vi) upon Service Provider's failure to provide adequate assurance of performance within seven (7) days of Service Provider's receipt of County's demand for such assurances; (viii) upon any change in control of Service Provider or any sale of all or substantially all the assets of Service Provider, except in the event of a merger or other form of combination between Service Provider and its parent or a wholly owned subsidiary of its parent provided that the County is satisfied, in the exercise of its reasonable discretion, that such merger or combination shall not likely adversely affect Service Provider's creditworthiness or ability to provide the Services; or (ix) upon termination of this Master Agreement for cause.
- (b) County shall have the option to terminate this Master Agreement and all Service Agreements for cause (i) at any time if County has terminated one or more Service Agreement for cause; or (ii) upon any change in control of Service Provider or any sale of substantially all the assets of Service Provider, except in the event of a merger or other form of combination between Service Provider and its parent or a wholly owned subsidiary of its parent, upon consent of County, consent of which shall not be unreasonably withheld or delayed.

- (c) County shall exercise its termination option by delivering to Service Provider written notice of such termination identifying the termination date which shall be at least thirty (30) days from the date such termination notice is delivered to Service Provider.
- (d) Service Provider shall have the option to terminate a Service Agreement if County fails to pay when due undisputed amounts County owes to Service Provider under such Service Agreement and County fails to cure such failure within thirty (30) days after receipt of written notice specifically stating that Service Provider is exercising its rights under this section; Service Provider hereby waives any rights it may have under this Master Agreement or any Service Agreement, at law or in equity, to terminate this Master Agreement or any Service Agreement for any other reason. Service Provider shall exercise its termination option by delivering to County written notice of such termination identifying the termination date which shall be at least ninety (90) days from the date such termination notice is delivered and served upon the County as required by law.

2. Termination for Convenience.

- (a) County shall have the option to terminate for convenience this Master Agreement or one or more Service Agreements or one or more categories of Services under a Service Agreement. County shall exercise its termination option by delivering to Service Provider written notice of such termination identifying the termination date which shall be at least thirty (30) days after the date of such notice. In connection with any such termination, County shall have no liability to Service Provider for amounts in excess of the normal charges through the date of termination except for payment of any termination fees referenced in a Service Agreement and other documented stranded costs such as leased office space used to deliver Services to the County. Any termination fee included within a Service Agreement shall not include any reimbursement for lost profit.
- (b) County shall have the option to terminate this Master Agreement without cause at any time if no Services are being provided under any Service Agreement.
- (c) If a purported termination for cause by County is determined pursuant to the section entitled "Dispute Resolution" not to be a proper termination for cause, such termination shall be deemed at County's option a termination for convenience subject to this Section.

3. **Termination for Insolvency.** County shall have the option to terminate this Master Agreement in its entirety without payment of any termination fees if Service Provider (i) becomes insolvent or is unable to meet its debts as they mature, (ii) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (iii) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy or reorganization, (iv) shall be adjudicated a bankrupt or shall make an assignment for the benefit of its creditors generally, (v) shall apply for, consent to or acquiesce in the appointment of any receiver or trustee for all or a substantial part of its property, or (vi) any such receiver or trustee shall be appointed and shall not be discharged within thirty (30) days after the date of such appointment.
4. **Termination Upon Force Majeure Event.** County shall have the option to terminate this Master Agreement or one or more affected Service Agreements or categories of Services, if Service Provider fails to perform any Services in any material respect because of the occurrence of a Force Majeure Event and: (a) Service Provider does not cure such failure within seven (7) days after the occurrence of the Force Majeure Event; or (b) such failure is not reasonably subject to cure within seven (7) days after such occurrence. County shall exercise its termination option by delivering to Service Provider written notice of such termination identifying the termination date.
5. **Effect of Termination.** Termination of this Master Agreement or any Service Agreement or categories of Services for any reason under this Article shall not affect (i) any liabilities or obligations of either Party arising before the termination date, or (ii) any damages or other remedies to which a Party may be entitled under this Master Agreement or any Service Agreement, at law or in equity, arising from any breaches of such liabilities or obligations occurring before the termination date.
6. **Support in Managing Termination / Expiration.** Upon County's delivery to Service Provider of any written notice of breach or termination of this Master Agreement or any Service Agreement, Service Provider shall provide to County or County's designee the assistance reasonably requested by County to facilitate the orderly transfer of the Services to County or its designee, including, without limitation, preparation of a mutually agreeable, reasonable Transition Plan and the delivery of any assistance specifically described in any Service Agreement(s) ("Support in Managing Termination / Expiration"). Such Transition Plan would include an identification of key positions requiring transition management, and important procedures to be performed regarding documentation, projects and activities so that County's business is not adversely affected during transition. County may also request that Service Provider begin providing support in managing termination / expiration at any time within the six-month period prior to expiration of any Service Agreement Term. Unless otherwise provided in a Service Agreement, the support in managing termination / expiration referenced in a Service Agreement shall be provided to County at no additional cost.

7. **Software Licenses.** Upon expiration or earlier termination of any Service Agreement and unless provided otherwise in such Service Agreement, Service Provider shall grant to County a worldwide, royalty-free, nonexclusive license to County to use the Service Provider Software used to provide the applicable Services at the end of the Service Agreement at Service Provider's then-current fees. Service Provider may offer to maintain such Service Provider Software on terms at least as favorable as those offered to other similarly situated Service Provider Customers. The scope of any such license grant will be for the sole and exclusive purpose of supporting County's technology requirements covered by such Service Agreement that has been terminated and any such Service Provider Software or derivative works thereof may only be used only by County or by a third party on County's behalf for such purpose.
8. **Contracts.** Upon expiration or earlier termination of any Service Agreement, Service Provider shall, at County's request, and to the extent permitted by the applicable Third Party Contract, assign to County or its designee any Third Party Software Licenses and any Third Party Service Contracts used to provide Services to County at the end of the Term. Concurrently with such assignment, County shall tender compensation to Service Provider the amount of prepayments made for the period after assignment.
9. **Service Provider Employees.** Beginning upon delivery by County to Service Provider of a written notice of breach or termination of this Master Agreement or a Service Agreement, or during the six-month period prior to expiration of any Service Agreement Term, if County desires to offer employment to Service Provider employees, Service Provider shall not interfere with or impede County's efforts and shall not enforce any employment mobility (e.g., covenant not to compete) or anti-solicitation restrictions imposed on such employees by agreement or policy which would interfere with County's efforts.

DISPUTE RESOLUTION

1. **General.** Any dispute between the parties with respect to this Master Agreement shall be resolved as provided in this Article.
2. **Dispute Resolution.** The Parties may, by mutual agreement, attempt to resolve their dispute informally in the following manner within a ten (10) day period:
 - (a) Duly authorized representatives shall meet as often as mutually agreeable to discuss the dispute and to negotiate a mutually agreeable resolution to the dispute. The Parties will meet in good faith.

- (b) During the course of, and in between, the meetings, reasonable requests made by one Party to the other for non-privileged information, reasonably related to the dispute, shall be responded to in good faith. The parties may, but are not required to, prepare truthful statements of fact or position to facilitate the discussions and negotiation.
- (c) Proposals for resolution, conduct, and statements made during these informal proceedings between the Parties shall (a) be privileged, confidential and without prejudice to a Party's legal position in any formal proceedings; and (b) be treated as compromises or offers to compromise under the rules of evidence in court proceedings.
- (d) Notwithstanding this section, either Party may, at any time or within the ten (10) day period allowed for the informal dispute resolution process, commence formal dispute resolution proceedings, including formal court proceedings. Commencement of formal dispute resolution proceedings, including formal court proceedings, shall be immediately communicated, and it ends the process of Informal Dispute Resolution described in this section.

Article 7 - GENERAL

1. **Amendment and Waiver.** No supplement, modification, amendment or waiver of this Master Agreement or any Service Agreement shall be binding unless executed in writing by the Party against whom enforcement of such supplement, modification, amendment or waiver is sought. Waiver of strict performance of any provision of this Agreement shall not be deemed a waiver nor shall it prejudice the waiving party's right to require strict performance of the same provision or any other provision in the future.
2. **Applicable Law.** All questions concerning the Master Agreement and any Service Agreement shall be governed by and decided in accordance with the laws of the State of Florida, U.S.A.
3. **Assignment.** Neither Party may assign, voluntarily or by operation of law, any of its rights or obligations under this Master Agreement without the prior written consent of the other Party. The Parties agree that County will not unreasonably withhold consent to assignment in the event of a merger or other form of combination between Service Provider and its parent or a wholly owned subsidiary of its parent. Subject to the foregoing, this Master Agreement and each Service Agreement shall be binding on the Parties and their respective successors and assigns.

4. **Consents and Approvals.** Whenever the consent or approval of a Party under this Agreement is required, and unless otherwise provided, the consent or approval, if required to be obtained from Service Provider, must be given by a Vice President or the President of Service Provider or other authorized representative, and, if required from County, must be given by the Board of County Commissioners, County Manager, or County IT Director.
5. **Counterparts.** This Master Agreement and each Service Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.
6. **County's Insufficient Funds.** County believes that sufficient funds can be obtained to pay all amounts due Service Provider throughout the term of this Agreement and hereby covenants and agrees that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which payments hereunder may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is County's intent to make all payments due hereunder for the entire term of this Agreement if funds are legally available therefore and in that regard County represents and warrants to Service Provider that the services to be performed by Service Provider hereunder are important to its proper, efficient and economic operation. In the event sufficient funds are not appropriated and budgeted or are otherwise legally unavailable in any fiscal period for payments due under this Agreement, then County will immediately notify Service Provider of such occurrence and Service Provider may reduce its staffing and level of services to the amount so budgeted with the approval of the County regarding the relative nature and priorities of the reductions made to staffing and services, provided, however, that, in such a case, the modifications made to the Master Agreement or any Service Agreement shall be clearly documented pursuant to the Change Order Procedures so as to clearly indicate the services for which Service Provider is no longer responsible. If no funds are appropriated or budgeted or otherwise legally available, then County will immediately notify Service Provider of such occurrence, and this Agreement or any affected Service Agreement will be deemed terminated for convenience as set forth in the provisions of the affected Service Agreement(s) effective on the last day of the fiscal period for which appropriations were received.

7. **Entire Agreement.** (a) County's Request for Letters of Interest (LOI), and Scope of Services (SOS) For Information Technology and Telecommunications Services, as may be amended, and Service Provider's response thereto (the "Service Provider Proposal") as amended, may be used in interpreting this Master Agreement provided that the parties acknowledge and agree that certain matters contained in the SOW and the Service Provider Proposal, are no longer relevant to the provision of the Services by Service Provider as set forth in this Master Agreement. (b) This Master Agreement, and each of the appendices attached hereto (including attached Service Agreements), and the SOW and Service Provider Proposal constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof. (c) The Master Agreement and the appendices attached thereto (including the Service Agreements, and the appendices attached thereto), and the SOW and Service Provider Proposal, are to be interpreted so that, to the extent possible, all provisions are given full, harmonious effect. In the event of a conflict, the order of precedence shall be (1) the Service Agreement, including any appendices attached thereto; and then (2) this Master Agreement, including any appendices attached thereto; and then; and then (3) the SOW and Service Provider Proposal, and any of their respective attached appendices.
8. **Expenses.** In this Master Agreement and each Service Agreement, unless otherwise specifically provided, all costs and expenses (including legal fees) incurred in connection with the development and negotiation of this Master Agreement or the applicable Service Agreement shall be paid by the Party incurring such expenses.
9. **Further Documents.** Each party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.
10. **Inspection and Audits.** During the term of this Agreement and for three years thereafter, County and its agents, employees, or authorized representatives shall be permitted access to inspect Service Provider's materials, documents, work papers, deliverables, or such other items that pertain to the work performed by Service Provider under this Agreement. Service Provider acknowledges that Service Provider is subject to audit by the County and all applicable state and Federal agencies with respect to this Agreement. Service Provider will cooperate with County in this regard and the provisions of this Agreement regarding confidentiality shall apply to any such materials, documents, work papers, deliverables or such other items deemed confidential by Service Provider, except any item subject to attorney-client privilege. County shall be granted such access during normal business hours and in a manner that will not materially interfere with Service Provider's business operations.

11. **Interpretation.**

- (a) In this Master Agreement and in any Service Agreement, words importing the singular number include the plural and vice versa and words importing gender includes all genders. The word "person" includes, depending upon the context, an individual, partnership, association, corporation, trustee, executor, administrator or legal representative.
- (b) The division of this Master Agreement, and any attached appendices and Service Agreements, into Parts, Subparts, sections, and subsections, and any associated headings, are for convenience of reference only and shall not affect interpretation.
- (c) In this Master Agreement and in any Service Agreement, unless otherwise specifically provided: (i) References to "days" mean calendar days unless "business days" are specified. (iii) The term "including" means "including, but not limited to."
- (d) The Parties are sophisticated and have been represented by, or have had the opportunity to be represented by, counsel during the negotiation of this Master Agreement and each Service Agreement. As a result, the Parties hereby waive the application of any rules or presumptions of contract interpretation whereby contractual ambiguities and the like are construed against the drafter.

12. **Jurisdiction and Venue.** The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located within Lee County, Florida and irrevocably agree that all actions or proceedings relating to this Master Agreement and any Service Agreement shall be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

13. **No Authority.** Neither party shall have any authority, and neither party shall represent that it has any authority, to assume or create any obligation, express or implied, on behalf of the other party, except as provided in this Agreement. Each party is an independent contractor, and this Agreement shall not be construed as creating a partnership, joint venture or employment relationship between the parties or as creating any other form of legal association that would impose liability on one party for the act or failure to act on the other party.

14. **No Broker's Fee.** Service Provider warrants that it has not employed any company or person, other than a bona fide employee working solely for Service Provider or a company regularly employed as its marketing agent, to solicit or secure this Agreement. Service Provider also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider or a company regularly employed by Service Provider

as its marketing agent, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of this Agreement.

15. **No Implied Agreements.** Except as expressly required in a Service Agreement, nothing in this Master Agreement requires County to purchase products or services from Service Provider. County may request information, proposals, or competitive bids from third parties on the same or different terms than as provided in this Master Agreement.

16. **Notices.** Any notice, demand or other communication required or permitted to be given under this Master Agreement or any Service Agreement shall be in writing and shall be deemed delivered to a Party (i) when delivered by hand or courier, or (ii) four (4) days after the date of mailing if mailed by United States certified or registered mail, return receipt requested, postage prepaid, in each case to the address of such Party set forth below (or at such other address as the Party may from time to time specify by notice):
 - (a) If to Service Provider, to:
 - (b) With a Service Provider copy to:
 - (c) If to County, to:

Lee County
Attn: Contract Manager
1500 Monroe, 4th Floor
Ft. Myers, Florida 33901
 - (d) With a County copy to:

Lee County
Attn: IT Director
2115 Second St, 4th Floor
Ft. Myers, Florida, 33901

17. **Publicity.** All media releases, public announcements and other disclosures by Service Provider relating to this Master Agreement or any Service Agreement or the subject matter hereof, including promotional or marketing materials, but excluding announcements intended solely for internal distribution or to meet legal or regulatory requirements, shall be coordinated with and approved by the County prior to release. No license or right, either directly or by implication, is granted to Service Provider to use County's name or any of County's trade names, trademarks, service marks, slogans, logos or designs for any advertising, promotional or other purpose without the prior, written permission of the County .

18. **Severability.** Any provision in this Master Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.
19. **Survival.** Any provision of this Master Agreement or of any Service Agreement which contemplates performance or observance subsequent to any termination or expiration of this Master Agreement or of any Service Agreement, including the parts, subparts, or sections entitled Definitions, Work Product, Use of Concepts, Confidentiality, Intellectual Property Rights, Audits, Taxes, Indemnification, Limitations on Liability, Effect of Termination, Support in Managing Termination / Expiration, Software Licenses, Contracts, Dispute Resolution, shall survive expiration or termination of this Master Agreement or any Service Agreement.
20. **Waiver.** Waiver of strict performance of any provision of this Agreement shall not be deemed a waiver nor shall it prejudice the waiving party's right to require strict performance of the same provision or any other provision in the future unless such waiver has rendered future performance commercially impossible.

Article 8 - EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: Chris Sun
DEPUTY CLERK

BY: [Signature]
Chairman

DATE: 11/10/09

APPROVED AS TO FORM

BY: [Signature]
County Attorney's Office



ATTEST:

[Signature]
(Witness)

Atos Origin, Inc
(SERVICE PROVIDER)

BY: [Signature]
(Authorized Signature)

[Signature]
(Witness)

CEO North America
(Title)

DATE: 16-Nov-2009

CORPORATE SEAL:

APPENDIX A: FORM OF SERVICE AGREEMENT

The following terms will be addressed in the Service Agreement:

1. **Definitions.** Any terms used specifically in the Service Agreement and not otherwise defined in the Master Agreement will be defined.
2. **Acceptance Criteria, Tests.** The Acceptance Criteria and Acceptance Tests that will be used to evaluate the acceptability of any deliverables tendered pursuant to the Service Agreement.
3. **Appendices.** The Service Agreement may, if the parties deem it appropriate, include one or more attached appendices or schedules, such as Third Party Software; County Software; Service Provider Software; Measurement and Monitoring Tools; Insurance.
4. **Charges.** The specific Service Provider charges applicable to the Services will be included with reference to the terms set forth in the Master Agreement. Any other financial obligations of County must be expressly included in the Service Agreement and Service Provider will retain all other costs.
5. **Facilities, Equipment and Software Terms.** Specific terms with respect to facilities, equipment, software and other assets will be included with reference to the Master Agreement.
6. **Incorporation by Reference.** Each Service Agreement shall reference the Master Agreement between County and Service Provider and shall expressly state that (i) the Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in the Service Agreement, all the terms and definitions of the Master Agreement are incorporated by reference into the Service Agreement.
7. **Notices; Signatures.** The Service Agreement will indicate whether any individuals or entities are to receive formal notices under the Service Agreement other than as set forth in the Master Agreement. The Service Agreement will be signed by authorized representatives of Service Provider and the County.
8. **Personnel Matters.** The Service Agreements will identify the Service Provider and County key personnel. Any specific terms applicable to Service Provider or County personnel matters related to the Services will be included, including matters related to Transferred Employees consistent with the Master Agreement.
9. **Services.** The Services to be provided under the Service Agreement will be described. This Section of the Service Agreement will state that the "Services," as defined, include all Services and tasks related to or inherent in performance of the Services specifically described. County's exclusive responsibilities will be clearly described in this Section of the Service Agreement.

10. **Term.** The term of the Service Agreement will be specified, including any County renewal or extension rights.
11. **Termination.** Any termination rights inconsistent with the terms of the Master Agreement will be included. Any applicable termination fee with reference to Termination For Convenience shall be negotiated and included.
12. **Transition Services.** Any specific terms related to Service Provider termination assistance with respect to the Services will be included with reference to the Master Agreement.
13. **Service Levels.** Service levels for the Services will be included with reference to the Master Agreement.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements." Service Level Measurement and Service Level Standards information is attached to this Service Agreement in Exhibit ____.
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time.
- (2) **Service Level Standards (also known as "Required Service Levels").**
 - i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.

- ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
 - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
 - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, each time Service Provider fails to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties, or other compensation for any such breach or default. Service Level Credits are calculated in the manner described in this section.
- (b) **Time.** The Required Service Levels provided shall be applicable beginning as specifically provided in a Service Agreement. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.

- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a signed written amendment executed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity and do not limit County's right to contend that one or more failures to meet one or more of the Service Levels may constitute a material breach of the Agreement. Upon sixty (60) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of a failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the Total Critical Service Level Credits for any given month will not exceed five percent (5%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single event directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceed the Minimum Service Level, but meets or exceeds the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times five percent (5% = 0.05) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last time that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times five percent (5% = 0.05) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County against Service Provider's invoice for the applicable month, *provided, however*, that the Total Critical Service Level Credit for any given month will not exceed, and shall be capped at, five percent (5%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet 90%, then the Total Quality Service Level Credit for the applicable month shall be one percent (1%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be multiplied by two percent (2%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit for any given month will not exceed, and shall be capped at two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; or (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, or (iv) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures.

APPENDIX B: Migration Services

1. **Migration Plan.** If any migration of Services is to occur under a Service Agreement, Service Provider shall be responsible for preparing a Migration Plan (as defined below) subject to approval of the County in order to assure an orderly transition of the Services (and, if necessary, the Equipment and Software). After any migration completion date ("Migration Completion Date"), Service Provider shall obtain the written consent of the County prior to any subsequent migration of the Services. Any such subsequent migration of Services shall be conducted by Service Provider at its sole expense pursuant to a Migration Plan (as defined below) prepared by Service Provider and approved by the County .
2. **Content of Migration Plan.** Within thirty (30) days following a Service Agreement Effective Date (a Service Agreement "completion date"), Service Provider shall submit for approval by the County a final plan (the "Migration Plan") for the migration of the Services. The Migration Plan shall state in detail the specific steps for the timing and migration methodology that will be used by Service Provider. The Migration Plan must be approved by the County prior to implementation of any part of such Plan. As part of the Services, Service Provider shall perform all functions and services, including the functions and services described in the Migration Plan necessary to accomplish the migration to the Service Provider as identified in the Migration Plan (the "Migration Services"). Service Provider shall perform the Migration Services without causing a disruption to County's business or production environment.
3. **County Facilities.** As part of the Services and as directed by County, Service Provider shall administer and manage the closing or opening of any County Facilities if required in connection with a migration. In connection with such closures or openings and as part of the Services, Service Provider shall, upon County's request, identify and solicit, upon terms and prices as favorable to County as Service Provider would obtain for its own account, purchasers of County's data processing assets at the applicable County Facilities. Any sale of assets shall be approved in advance by the County .
4. **Migration Services.** Each Migration Plan shall include a migration acceptance test for each Service that is migrated that will ensure a complete and satisfactory migration of Services. As part of the Migration Services, and if requested by County, Service Provider shall provide (i) parallel operation/testing environments and (ii) a training environment for the Service Provider Environment using test data prepared by Service Provider. Subject to approval by the County and where testing with data representative of the production environment is necessary, Service Provider may use a copy of such County production data; provided, however, that such test data shall not contain actual client names or addresses to the extent that the same is prohibited by statutory or regulatory requirements.

5. **Delay.** Service Provider acknowledges that in the event any milestone (“Migration Milestone”) is not achieved in the manner specified in a Migration Plan, County will suffer damages the amounts of which are difficult to specify at this time. Accordingly, in addition to any obligations under this Section, Service Provider shall pay to County, upon County's election, the following amounts if Service Provider fails by more than the number of days specified in this Section to achieve a Migration Milestone: (i) In the event a Migration Milestone is not met within ten (10) days of the Migration Milestone date set forth in the applicable Migration Plan, County may elect, and upon such election Service Provider shall pay to County the amounts specified in the applicable Migration Plan for each Migration Milestone that is not achieved. (ii) If the damages resulting from the failure to meet a Migration Milestone exceed the amount specified in the Migration Plan, County may terminate the applicable Service Agreement, upon notice to Service Provider within thirty (30) days after such failure.

6. **Breach.** A breach of any Migration Plan shall constitute a breach of the applicable Service Agreement. Unless otherwise expressly provided in a Service Agreement or Migration Plan, all of Service Provider's obligations contained in the Master Agreement and the applicable Service Agreement shall continue to apply during the applicable migration of Services.

SERVICE ENHANCEMENT
SUPPLEMENTAL/CHANGE ORDER SERVICES

NAME OF USER DEPARTMENT: _____

DATE OF REQUEST: _____

CHANGE TO: MASTER AGREEMENT

SERVICE AGREEMENT NO.

All terms defined in the agreement shall have the same meaning ascribed to them therein when used in this Service Enhancement. The County hereby requests that Service Provider perform the Supplement/Change Order Services described below. The parties acknowledge that any Supplemental/Change Order Services to be performed pursuant to this Service Enhancement shall be performed under the terms and conditions of the Agreement. In addition, unless otherwise set forth below, any payments to be made by County to Service Provider under this Service Enhancement shall be made pursuant to the terms and conditions of the Agreement. The amounts to be paid by County to Service Provider under this Service Enhancement shall be in addition to any other amounts which County is obligated to pay to Service Provider under the Agreement.

Description of Supplemental/Change Order:

Projected Start Date for Services:

Projected End Date for Services:

Total amount to be paid:

APPENDIX D: Insurance and Performance Bond

1. Insurance Certificate

Attach a certificate of insurance showing the limits listed under Article 5 of the Master Agreement.

2. A Performance Bond (on the form provided in the appendice's) issued in a sum equal to the forecasted annual fees to be paid to the outsourcer by the County by a surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida shall be required from the successful Service Provider. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful Service Provider's performance under such Agreement.

A performance bond must be properly executed by the surety company and successful Service Provider within fourteen (14) calendar days after notification by the County of the County's approval to award the Contract. Only the form provided with the contract documents for the Performance Bond Certification Form will be accepted.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2009

PRODUCER Marsh USA, Inc. 3475 Piedmont Road, N.E. Suite 1200 Atlanta, GA 30305	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Atos Origin, Inc. 5599 San Felipe, Suite 300 Houston, TX 77056	INSURER A: National Union Fire Ins Co Pittsburgh PA	19445
	INSURER B: American Guarantee & Liability Ins Co	26247
	INSURER C: N/A	N/A
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR = \$150,000 GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	7219570	01/01/09	01/01/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP59-46-219-00	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 59-46-220-00	01/01/09	01/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER Professional E&O	194-300	01/01/09	01/01/10	13,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Lee County Board of County Commissioners is included as an Additional Insured on the above General Liability policy as required by written contract.

CERTIFICATE HOLDER

ATL-001722570-26

CANCELLATION

Lee County Board of
 County Commissioners
 Attn: Risk Management
 P. O. Box 398
 Fort Myers, FL 33902

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.
 Ted L. Young

Ted L. Young

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2009

PRODUCER Marsh USA, Inc. 3475 Piedmont Road, N.E. Suite 1200 Atlanta, GA 30305	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Atos Origin, Inc. 5599 San Felipe, Suite 300 Houston, TX 77056	INSURER A: Federal Insurance Company	20281
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
A		COMMERCIAL CRIME	6802-1355	01/31/09	01/31/10	5,000,000								
A		FIDUCIARY LIABILITY	6802-1355	01/31/09	01/31/10	5,000,000								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Lee County Board of County Commissioners is included as an Additional Insured on the above General Liability policy as required by written contract.

CERTIFICATE HOLDER ATL-002083164-01

CANCELLATION

Lee County Board of County Commissioners Attn: Risk Management P. O. Box 398 Fort Myers, FL 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>60</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Ted L. Young <i>Ted L. Young</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ADDITIONAL INFORMATION

ATL-001722570-26

DATE (MM/DD/YY)
11/19/2009

PRODUCER

Marsh USA, Inc.
3475 Piedmont Road, N.E.
Suite 1200
Atlanta, GA 30305

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Atos Origin, Inc.
5599 San Felipe, Suite 300
Houston, TX 77056

INSURER F:

INSURER G:

INSURER H:

INSURER I:

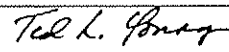
TEXT

COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	CARRIER
Property "All Risk" Per Terms & Conditions	CLP3010099	01/01/09	01/01/2010	Replacement Cost	Allianz Global
Commercial Crime/Fiduciary Liability	6802-1355	01/31/09	01/31/2010	\$5M Agg.	Federal Ins. Co.
Special Crime (Kidnap/Ransom)	6802-1355	01/31/09	01/31/2010	\$2M	Federal Ins. Co.

CERTIFICATE HOLDER

Lee County Board of
County Commissioners
Attn: Risk Management
P. O. Box 398
Fort Myers, FL 33902

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Ted L. Young



SERVICE AGREEMENT NO. 1: GOVERNANCE

This Service Agreement No. 1 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology and Telecommunications Services Agreement ("Master Agreement") executed between Lee County, Florida ("County") and Atos Origin ("Service Provider"), is hereby entered into on the November 11, 2009 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. Definitions:

"Lee County Inventory Assets" means all Lee County IT assets including, but not limited to, data center hardware, software, and firmware (e.g., servers, tape drives, controllers, disk drives); Network-based server hardware, software, and firmware (e.g., file servers, print servers, NT servers); network hardware, software, and firmware (e.g., routers, switches, hubs, modems, CSU/DSU); PC hardware, software, and firmware; PC Peripherals hardware, software, and firmware; telecommunications hardware, software, and firmware (e.g., PBXs, switches, handsets).

"PC" means personal computers including the CPU cabinet, and human interface devices including, but not limited to, keyboard, monitor, and mouse;

"PC Peripheral" means any device attached externally to a PC, including but not limited to, printers, scanners, modems, serial devices (excluding keyboard, monitor, and mouse), USB devices (excluding keyboard, monitor, and mouse), and Parallel devices (excluding keyboard, monitor, and mouse).

"Service Agreement Commence Date" means February 24, 2010.

2. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
3. **Services.** The Services to be provided under this Service Agreement No. 1 are described in Exhibit B attached hereto.
4. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement. If such inherent services result in a substantial increase in Service Provider resources, either of personnel or other resources, such increase will be addressed pursuant to the Change Order Procedures.

5. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
6. **Term.** The term of this Service Agreement No. 1 shall begin on the Service Agreement Commencement Date. The term shall continue for a period of five (5) years after the Service Agreement Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 1. County shall have the option to renew this Service Agreement for one (2) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 1 and any renewal of the Service Agreement No. 1.
7. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement.
8. **Responsibilities of Lee County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Lee County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Lee County shall be limited to those items listed in the matrix.
9. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
10. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."

- i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time, as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**
- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
 - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
 - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
 - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."

- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. Service Level Credits are calculated in the manner described in this section.
- (b) **Time.** The Required Service Levels provided shall be applicable beginning and effective sixty (60) days after the Service Agreement Commencement Date . Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, semi-annual or annual basis. Performance results shall be measured and reported based on actual results.
- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 1 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits and has been included in Exhibit D. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.

- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed five percent (5%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.
- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times five percent (5% = 0.05) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last time that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times five percent (5% = 0.05) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable

month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, five percent (5%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the total Quality Service Level Credit for the applicable month shall be one percent (1%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times two percent (2%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to

perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case of a Critical Service Level Credit, acts or omissions outside of the control of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a) the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

11. **Service Provider Software and Third Party Software.** Service Provider Software and Third Party Software are referenced in Exhibit E.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:
CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: Chris Su
DEPUTY CLERK

BY: [Signature]
Chairman

DATE: 11/10/09

APPROVED AS TO FORM

BY: [Signature]
County Attorney's Office



Atos Origin, Inc.
(SERVICE PROVIDER)

[Signature]
(Witness)

BY: [Signature]
(Authorized Signature)

[Signature]
(Witness)

CEO North America
(Title)

DATE: 16 - Nov - 2009

CORPORATE SEAL:

EXHIBITS TO GOVERNANCE SERVICE AGREEMENT

Exhibit A	Key Positions
Exhibit B	Services
Exhibit C	Charges and Cancellation Fees
Exhibit D	Service Level Information
Exhibit E	Termination/Expiration Assistance

Exhibit A

Key Positions

1. **County IT Director:** The County IT Director for the Master Agreement , and also acting as the County Project Manager for all active Service Agreements.
2. **Service Provider Program Manager:** The Service Provider Program Manager for the Master Agreement.
3. **Service Provider Project Manager(s):** The Service Provider Project Manager(s) for this Service Agreement.

Exhibit B

Services

Governance

The Service Provider functions in all respects as the Information Technology (IT) and Telecommunications services department of the County and shall be responsible for its management and day-to-day operations; however, the County shall retain overall policy, direction and priority setting for the Information Technology (IT) and Telecommunications services.

Governance services will include those activities that promote understanding between the County and Service Provider, contribute to the success of both organizations, and assist in resolving problems between the Parties. Governance is a mutual responsibility that requires open and honest communication, respect, and a commitment to the processes and procedures that help continuously improve the County/Service Provider relationship. The Service Provider Program Manager serves as the primary contact and lead manager for the services being provided. The County IT Director has responsibility for representing the County's requirements and issues. The County's IT Director will participate in scheduled meetings and will provide guidance and direction to Service Provider Management team.

The Service Provider will provide management services in support of the County's executive management including technical leadership, planning, and the provisioning of operational management services in connection with the County's computing environment needs in order to monitor and control the delivery of the services identified in these Service Descriptions.

Service Provider Staff Availability: 8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

Summary of Activities:

- Single point of responsibility and County interface
- Day to Day management of relationship related activities
- Provide status reporting and attend weekly meetings
- Create, manage and update an electronic database for the tracking of Lee County owned or used assets to be used in the production of the Inventory Report
- Work with County to prepare annual IT and Telecommunications budget and assume responsibility for IT and Telecommunications budget management and maintenance of approved IT and Telecommunications budget.

- Maintain intergovernmental service charges--IGS (chargeback's) methodology for county review and calculate charge amounts per business unit and constitutional office (where applicable) on an annual basis.
- Initiate IT and Telecommunications purchase order requests and process payments in county's financial system (namely "One World") pursuant to county policies and procedures.
- Generate IT and Telecommunications bills on behalf of County for "external" customers that cannot be billed in One World in an automated fashion, track receipt of payment with development of A/R report and make deposits in accordance with county procedures.
- Strategic operations management consulting and guidance
- Management recommendations in support of County's day-to-day service delivery programs
- Management of external computing and technology related Service Provider relationships
- Provide and manage a change management process for the County
- Strategic technical leadership, planning, and guidance
- Assist the County in the maintenance of and improvement of communication between IT and Telecommunications services and the user community
- Assistance to County IT Director in the implementation of policies and procedures governing the access, administration, use, and control of County's information resources
- Operational leadership, planning, and guidance in the area of IT and Telecommunications services
- Establish and maintain a Project Management Office for specialized project management of in-scope operational projects.
- Development and maintenance of operations policies and procedures in connection with County's computing systems
- Implement management reporting mechanisms
- Management of third party contracts, such as software, hardware and network suppliers
- Regular status reports
- Quality Reviews and Progress Reports per defined SLAs
- Proposals or estimates for new or enhanced services

**Process
Outputs:**

- Inventory Report
- Annual IT and Telecommunications Budget
- Annual IT and Telecommunications IGS amounts to be charged to customers
- Project Status Reports for ongoing in-scope operational projects
- Change management notices and reports
- Documentation of IT and Telecommunications services policies and procedures

Responsibility Matrix for Governance

	1. Governance Support	County	Supplier
1.	Monitor and recommend improvements to service delivery programs		✓
2.	Monitor Supplier performance; collect inputs for weekly meetings on status and performance of all Suppliers		✓
3.	Maintain/improve communications between IT Services and the user Community	✓	✓
4.	Monitor contract business related policies and procedures; recommend improvements		✓
5.	Maintain County IT policies and procedures		✓
6.	Document status of project activity		✓
7.	Monitor and document third-party contract activity		✓
8.	Track contract costs		✓
9.	Track contract deliverables		✓
10.	Track contract schedule		✓
11.	Evaluate and recommend emerging technologies		✓
12.	Perform architecture assessment and make recommendations for improvements		✓
13.	Develop overall service and technology requirements based on alignment with business needs and application requirements	✓	✓
14.	Define high-level functions, responsibilities, and activities for internal IS departments, contractors, business unit managers, and end-users	✓	✓
15.	Planning and Design Projects and New Development Work	✓	✓
16.	Define data security standards	✓	✓
17.	Define procurement strategies and suppliers for services, hardware, and software	✓	✓
18.	Define backup and disaster recovery strategies	✓	✓
19.	Define hardware and software standards for procurement and minimum hardware and software requirements for support	✓	✓
20.	Provide strategic operations management consulting and guidance		✓
21.	Develop management recommendations in support of County's day-to-day service delivery programs		✓
22.	Manage external computing and technology related Supplier relationships as it relates to this contract		✓
23.	Provide strategic technical leadership, planning, consulting and guidance		✓
24.	Assist County in maintenance of and improvement of communication between IT and Telecommunications Services and the user community		✓
25.	Provide assistance to County IT Director in the implementation of policies and procedures governing the access, administration, use, and control of County's information resources		✓
26.	Provide operational leadership, planning, consulting and guidance in the area of Information Technology, voice communications, data services, and other County initiatives		✓
27.	Provide project management of in-scope applications and computing improvement projects		✓

	1. Governance Support	County	Supplier
28.	Develop and implement approved operations policies and procedures in connection with County's computing systems		✓
29.	Develop, communicate and implement management reporting mechanisms		✓
30.	Develop, communicate and implement IT and Telecommunications Services policies and procedures	✓	✓
31.	Provide tools for measuring and monitoring IT and Telecommunications Services performance		✓
32.	Manage third party contracts, such as software, hardware and network Suppliers		✓
33.	Provide project status reports for application and computer improvement activities		✓
34.	Schedule and conduct change management meetings		✓
35.	Maintain change requirements	✓	✓
36.	Maintain change policies and procedures		✓
37.	Determine change cost and impact		✓
38.	Authorize and approve changes	✓	✓
39.	Notify affected clients of change timing and impact		✓
40.	Implement changes		✓
41.	Test change implementation		✓
42.	Report results of change		✓
43.	Document and update IT and Telecommunications Services policies and procedures		✓
44.	Monitor account activity for potential opportunities for new or enhanced services; initiate trade-off and cost analyses for identified ideas		✓
45.	Monitor service delivery and development of all deliverables		✓
46.	Provide QA of all deliverables and services		✓
47.	Collect performance metrics in support of SLAs		✓
48.	Establish and continually reassess staffing for each project task		✓
49.	Monitor project schedule		✓
50.	Monitor and approve project expenditures		✓
51.	Develop problem escalation procedures		✓
52.	Develop notification procedures		✓
53.	Follow up and resolve outstanding issues and problems		✓
54.	Conduct financial management standard practices		✓
55.	Make sure that the contract deliverables are met		✓
56.	Measure client satisfaction		✓
57.	Establish policies and procedures		✓
58.	Maintain account documentation		✓
59.	Consult with the client on current and future direction		✓
60.	Working with the client to ensure and establish priorities		✓
61.	Established account goals and objectives		✓
62.	Maintain a secure workplace	✓	✓
63.	Protect Client assets (includes people, hardware, and information)	✓	✓
64.	Schedule and conduct one-on-one meetings with County IT Director as		✓

	1. Governance Support	County	Supplier
	required		
65.	Solicit feedback		✓
66.	Take corrective actions for issue resolution		✓
67.	Implement continuous improvement process		✓
68.	Develop, establish and maintain relationship with client		✓
69.	Manage deliverables according to budget		✓
70.	Understand and address account/client issues		✓
71.	Understand and execute contractual obligations with client and Supplier/business partners		✓
72.	Review and resolve in-scope project resource needs with County IT Director		✓
73.	Ensure IT resources achieve tangible and measurable results		✓
74.	Connect business strategy direction with business goals with specific individual initiatives		✓
75.	Prepare periodic status reports, and document the resolution of problems.		✓
76.	Prepare monthly service level/performance reports.		✓
77.	Analyze results of monthly reports and historical trends.	✓	✓
78.	Prepare management briefing for service level achievement or non-achievement.		✓
79.	Propose service level performance report formats.		✓
80.	Implement mutually agreed upon service level performance reports.		✓
81.	Approve service level performance reports formats.	✓	
82.	Maintain, update and manage an annual work plan.		✓
83.	Based on historical activity and new business forecasts, update the annual work plan with projected; activities, resource utilization, special projects, and proposed or forecasted business environment changes.		✓
84.	Provide input as to business forecasts for the upcoming year.	✓	✓
85.	Review and approve annual work plan.	✓	✓
86.	Initiate new and/or enhanced service requests	✓	✓
87.	Identify and estimate required tasks and resources.		✓
88.	Review and approve proposals for new and/or enhanced services	✓	
89.	Approve scope of work.	✓	✓
90.	Create and execute implementation plans in accordance with agreed processes, after project and costs have been approved.		✓
91.	Record and report results of project activities.		✓
92.	Create, maintain, and update electronic inventory of all Lee County IT and Telecommunications assets		✓
93.	Produce inventory reports of all Lee County Inventory Assets		✓
94.	Prepare annual IT and Telecommunications budget request and assume responsibility for IT and Telecommunications budget management and maintenance of approved IT and Telecommunications budget.		✓
95.	Develop IT and Telecommunications intergovernmental service charges--IGS (chargebacks) methodology for county review and determine charge amounts per business unit and constitutional office (where applicable) on an annual basis.		✓
96.	Provide to Service Provider initial and ongoing training for County financial application as required	✓	

1. Governance Support		County	Supplier
97.	Attend initial and ongoing training for County financial application as required		✓
98.	Use County financial application for maintenance, tracking, reconciliation, payment processing, ordering and charge-back processing for all IT and Telecommunications budgeting and financial activities related to the provision of the in-scope IT and Telecommunications services		✓
99.	Cut IT and Telecommunications purchase order requests (within authorized limits) and process payments on county's financial system (One World) pursuant to county policies and procedures.		✓
100.	Generate IT and Telecommunications bills on behalf of County for "external" customers that cannot be billed in One World in an automated fashion, track receipt of payment with development of A/R report and make deposits in accordance with county procedures.		✓

Exhibit C

Charges

Pricing is as indicated below.

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
Governance	\$870,755.21	\$860,429.47	\$860,429.47	\$860,429.47	\$860,429.47

Termination for Convenience Fee Matrix

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
Governance	\$187,430.84	\$187,430.84	\$187,430.84	\$187,430.84	\$187,430.84

If the contract is terminated for convenience, the County will pay the amount of severance costs for those employees who are not hired by the County or retained by Atos Origin, not to exceed the amount described in the TFC fee matrix listed above.

The TFC fee for early termination shall be calculated on an annual contract year basis and will apply regardless of the month in which the contract is terminated.

Cost of Living Adjustment

The parties agree that commencing on the "Service Agreement Commence date", any fees payable under this Service Agreement will be increased annually by a Cost of Living Adjustment (COLA) amount. The parties agree that the annual cost of living adjustment will be set to match the Lee County annual cost of living adjustment point for point. This annual COLA and it's match to Lee County COLA will continue for the duration of the contract term, including any extensions to this Service Agreement.

Exhibit D

Service Level Information for Account Management

1. SLA Reporting

Objective: To facilitate effective communication between the Service Provider and County Management, and to fully inform the County, regarding the current status of all service delivery by the Service Provider.

Definition: The Monthly SLA Report Card is the document that (a) fully informs the County regarding overall SLA status and (b) concisely reports all Service Level Measurements (for both Critical and Quality Service Level Measurements), and all supporting underlying calculations, on a monthly basis and the monthly Service Level Credits associated therewith.

Method: Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Monthly Status Report and will provide the detail to the County IT Director as requested.

Metrics:

Values	Description
Minimum Service Level	The Monthly SLA Report Card shall be tendered by the 12th business day of each calendar month.

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Monthly Status Reports to County IT Director.

Period: Monthly

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed Monthly Status Report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Monthly Status Reports may be modified pursuant to County IT Director request on thirty (30) days notice.

2. Quality Reviews

Objective: To facilitate effective communications between the Service Provider and County Management regarding performance to all service levels versus County's users actual perceived quality and satisfaction of how the services are delivered.

Definition: The Quality Review Report is the document that fully informs the County regarding all feedback received from users of the services of the Service Provider. The report will include all satisfaction surveys of County management and County users, including raw data, conducted during the review period.

Method: Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Quality Review Reports and will provide the detail to the County IT Director as requested.

Metrics:

Values	Description
Minimum Service Level	The Quality Review Report shall be tendered semi-annually.

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Quality Review reports to County IT Director.

Period: Semi-Annual

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed Quality Review Report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Quality Review Reports may be modified pursuant to County IT Director request on thirty (30) days notice.

3. Project Progress Reports

Objective: To facilitate effective communication between the Service Provider and County Management regarding the status of all active, pending, and planned projects.

Definition: The Project Progress Report is the compilation of monthly status reports for each project and fully informs the County regarding the quality, progress towards timely and effective completion, budgetary variances, and resource balancing issues amongst all County active, pending, and planned projects.

Method: Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Project Progress Report and will provide the detail to the County IT Director as requested.

Metrics:

Values	Description
Minimum Service Level	The Project Progress Report shall be tendered by the 12th business day of each month.

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Project Progress reports to County IT Director.

Period: Monthly

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed Project Progress Report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Project Progress Reports may be modified pursuant to County IT Director request on thirty (30) days notice.

4. Response to Requests for New and Enhanced Services

Objective: To facilitate effective communication between the Service Provider and County Management by the Service Provider responding to requests for proposals for new and/or enhanced services from the County IT Director.

Definition: The Response to Requests for New and Enhanced Services Report is the document that informs the County regarding the Service Provider's ability to respond in a timely manner (within fifteen (15) days of request) to County requests for proposals for new and/or enhanced services. Each proposal will include a clearly stated scope of work, including any proposed additional charges.

Method: Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Response to Requests for New and Enhanced Services and will provide the detail to the County IT Director as requested.

Metrics:

Values	Description
Minimum Service Level	All responses to requests for new and enhanced services will be tendered no later than 15 business days following the date of the request from the County IT Director.

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Response to Requests for New and Enhanced Services Reports to County IT Director.

Period: Monthly

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed Response to Requests for New and Enhanced Services Report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Response to Requests for New and Enhanced Services Report may be modified pursuant to County IT Director request on thirty (30) days notice.

5. Inventory Report

Objective: To conduct an initial, complete inventory and establish a baseline for all Lee County Inventory Assets. To regularly monitor and update the inventory database and provide the County accurate inventory reports.

Definition: The Inventory Report is a report that accurately accounts for all Lee County Inventory Assets owned or used by Lee County as of a specific point in time. Because County inventory continuously changes, this is a report that that must be regularly updated. Due to the amount of inventory data and the frequency with which the inventory changes, the inventory will be managed using an electronic inventory database and/or tracking tool that will be used to generate the Inventory Report.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Inventory reports.

Metrics:

Values	Description
Minimum Service Level	The Inventory Report will be tendered no later than fifteen (15) business days after the quarter end in electronic format and paper format upon request.

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Inventory Reports

Period: Quarterly

Resource Range: All Lee County Inventory Assets

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed Report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County IT Director request on thirty (30) days notice.

6. Inventory Audit

Objective: To ensure the accuracy of the inventory database for the County IT Director's audit and review activities.

Definition: Due to the amount of inventory data and the frequency with which the inventory changes, the inventory will be managed using an electronic inventory database and/or tracking tool that will be used to generate the Inventory Report. The Service Provider shall ensure that data in the database is accurate and every Lee County Inventory Asset owned or used by Lee County is represented by a record in the database. If the database cannot be exported to Microsoft-Access format, then the database will feature convenient query tools to facilitate the preparation of ad hoc reports by the County IT Director. In such event, Service Provider will also provide training to the County IT Director to facilitate their direct and regular use of the database.

Method: Data Capture: The Service Provider will create, manage and update an electronic database.

Metrics:

Values	Description
Minimum Service Level	90% of the inventory database records have no inaccuracies in any field based on audited results.

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Inventory database to County

Lee County: The County will conduct such audits as it deems fit (including spot audits on a monthly basis) to verify the accuracy of the database.

Period: Semi-Annual

Resource Range: All Lee County Inventory Assets

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed Report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County IT Director request on thirty (30) days notice.

7. New Ideas and Recommendations

Objective: To facilitate effective communication between the Service Provider and County Management of the Service Provider's effort to introduce new ideas and recommendations aimed at improving the efficiency and/or reducing the costs associated with all service delivery to the County.

Definition: The New Ideas and Recommendations Report is the document that informs the County regarding the Service Provider's effort to improve the services, reduce the cost, and generally support the relationship throughout the life of this Service Agreement in conjunction with the Service Provider's continuous improvement program.

Method: Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Proposal for New and Enhanced Services and will provide the detail to the County IT Director as requested.

Metrics:

Values	Description
Minimum Service Level	The Service Provider will submit at least three (3) new ideas and recommendations that have a material impact on their service delivery efficiency, cost-reduction, cost-containment, or cost-avoidance per period.

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Proposals for New and Enhanced Services Reports to County IT Director.

Period: Semi-Annually

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed New Ideas and Recommendations Report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent New Ideas and Recommendations Report may be modified pursuant to County IT Director request on thirty (30) days notice.

Thrd Party Service Provider Management

Objective: To facilitate effective communications between the Service Provider and County Management for all licenses in the County IT and Telecommunications environment.

Definition: All licenses and agreements are to be managed by the Service Provider, including, but not limited to:

- The delivery of a Licenses and Agreements inventory report;
- Maintain a schedule of third party license renewal requirements;
- Ensure the Services are in compliance, within applicable law and standards, for all licenses and agreements.

Method: Data Capture: Licenses will be recorded and managed in accordance with Customer standards and the terms specified within the software license agreements and the Service Provider will maintain a repository of the information utilized in producing the Licenses and Agreements and will provide the detail to the County IT Director as requested.

Metrics:

Values	Description
Minimum Service Level	The Licenses and Agreements Inventory Report shall be tendered by the 12th business day of period end.

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing updated Licenses and Agreements Report to County IT Director.

Period: Semi-Annual

Report: The Licenses and Agreements Inventory Report shall: contain a summary of all licensed products, with license expiration dates, contain listings of all product licenses expiring within the next three (3) months (if applicable), provide any additional costs associated with license renewal (if applicable). Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed Licenses and Agreements Inventory Report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Project Status Report may be modified pursuant to County IT Director request on thirty (30) days notice.

8. Change Management

Objective: To provide a seamless integration of changes across business units and computing platforms. Clear and timely communication of planned changes is essential to achieving this objective. Any alterations to a system or to a computer program should only be made in accordance with a defined procedure that includes a provision for validating, checking, approving, scheduling and implementing the change. Such an alteration should only be implemented with the agreement of the person responsible for the part of the system concerned, and the alteration should be recorded. Every significant modification should be validated.

Definition: A change is any alteration, modification, cancellation, or installation that will ultimately alter or affect the computing environment. Change management is the process that protects this environment from changes that are potentially disruptive or have unacceptable risk associated with them. It is an ongoing process of communicating, coordinating, and scheduling, monitoring, and controlling changes to the environment.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Change Management Report.

Metrics:

Values	Description
Service Level	95% of the changes to the environment will be completed as scheduled and will be processed & controlled through a formal change management process on a monthly basis.

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Change Management Report

Period: Monthly

Hours of Operation: 5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone support

Resource Range: Number of Changes do not exceed 30 per month

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed Project Status Report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Project Status Report may be modified pursuant to County IT Director request on thirty (30) days notice.

Service Level Weights for Account Management

Critical – Service Level Name	Critical – Service Level Metric	Weight %
	There are no Critical Service Levels defined for Account Management	

Exhibit E

Termination/Expiration Assistance

Upon notification by County of intent to terminate the Master Agreement or this Service Agreement, Service Provider will provide the services required, within the then current Services resources, to provide the County their historical data and the current/pending data, including but not limited to: Procedures Manual that includes the Service Provider's current organizational chart and staffing levels; all processes and procedures; process schedules such as batch, print, and backups; security schemas and profiles; network information contained in the network/telecom tools including configurations, topologies, inventories, and activity volumes (IMAC); project information contained in project management software including percentage completion, estimated resources required for completion, project scope, specification, project solution design and project budget; version control information regarding application software libraries and licenses; historical County users satisfaction survey information; ticket history and current open help desk tickets; call volume history; addressing information; server history; server configuration and resource utilization history that resides in each of the in-scope systems and devices in an industry standard electronic format with a full file layout. Any additional Termination/Expiration Assistance requested by the County that is not included within the scope of the then current Services, that will cause the Service Provider to incur additional direct costs, will be quoted to the County in a reasonable timeframe to allow for a timely completion of the Termination/Expiration activities.

Upon termination of the Master Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the applicable County's system(s) remains operational after removal.

SERVICE AGREEMENT NO. 2: DATA CENTER SERVICES

This Service Agreement No. 2 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology and Telecommunications Services Agreement ("Master Agreement") executed between Lee County, Florida ("County") and Atos Origin, Inc. ("Service Provider"), is hereby entered into on the November 11, 2009 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. **Definitions:**

"**Service Agreement Commence Date**" means February 24, 2010.

2. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
3. **Services.** The Services to be provided under this Service Agreement No. 2 are described in Exhibit B attached hereto.
4. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement. If such inherent services result in a substantial increase in Service Provider resources, either of personnel or other resources, such increase will be addressed pursuant to the Change Order Procedures.
5. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
6. **Term.** The term of this Service Agreement No. 2 shall begin on the Service Agreement Commencement Date. The term shall continue for a period of five (5) years after the Service Agreement Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 2. County shall have the option to renew this Service Agreement for one (2) year term by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 2 and any renewal of the Service Agreement No. 2.

7. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement.
8. **Responsibilities of Lee County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Lee County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Lee County shall be limited to those items listed in the matrix.
9. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
10. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities, as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time, as defined in Exhibit D.

- (2) **Service Level Standards (also known as "Required Service Levels").**
- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
 - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
 - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
 - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service

Level Credits. . Service Level Credits are calculated in the manner described in this section.

- (b) **Time.** The Required Service Levels provided shall be applicable beginning and effective sixty (60) days after the Service Agreement Commencement Date . Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, semi-annual or annual basis. Performance results shall be measured and reported based on actual results.
- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 2 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits and has been included in Exhibit D. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however,* that (a) the total Critical Service Level Credits for any given month will not exceed five percent (5%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding

Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceeds the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times five percent (5% = 0.05) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times five percent (5% = 0.05) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at five percent (5%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the total Quality Service Level Credit for the applicable month shall be one percent (1%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times two percent (2%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the

first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case of a Critical Service Level Credit, acts or omissions outside of the control of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a) the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

11. **Service Provider Software and Hardware and Third Party Software.** Service Provider Software and Third Party Software are referenced in Exhibit H and Service Provider Hardware is referenced in Exhibit I.
12. **County Equipment and Software; Transferred Equipment; County Software.** Any transferred equipment shall be referenced on Exhibit E. County Equipment, Software and corresponding locations shall be listed on Exhibit F.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:
CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: Chris Du
DEPUTY CLERK

BY: [Signature]
Chair

DATE: _____

APPROVED AS TO FORM

BY: [Signature]
County Attorney's Office



ATTEST:

[Signature]
(Witness)

[Signature]
(Witness)

Atos Origin, Inc.
(SERVICE PROVIDER)

BY: [Signature]
(Authorized Signature)

CEO North America
(Title)

DATE: 16-Nov-2009

CORPORATE SEAL:

EXHIBITS TO DATA CENTER SERVICES

SERVICE AGREEMENT

- Exhibit A Key Positions**
- Exhibit B Services**
- Exhibit C Charges and Cancellation Fees**
- Exhibit D Service Level Information**
- Exhibit E Termination/Expiration Assistance**

Exhibit A

Key Positions

1. **County IT Director:** The County IT Director for the Master Agreement, and also acting as the County Project Manager for all active Service Agreements.
2. **Service Provider Program Manager:** The Service Provider Program Manager for the Master Agreement/

Exhibit B

Services

Data Center Services

The Service Provider has responsibility for the overall management and operation of all centralized and distributed environments. Ongoing operational and systems management requirements include, but are not limited to, the following areas:

- Servers and distributed systems support
- Centralized and distributed storage environments (including backup and recovery)
- Capacity planning and performance tuning
- Proactive monitoring of server and distributed systems
- Security administration for servers, distributed systems and PCs
- Email services
- Active Directory support and administration
- Operating systems such as Windows Server, Linux
- Server services for email, file and print
- SharePoint services (internet and intranet)
- Web master / administration
- Internet Domain Name administration
- Asset management of the County's hardware and software
- Adherence to Change management and problem management processes and procedures
- Data backup and restoration of servers and distributed systems

Service Provider will initiate prompt and appropriate corrective action to rectify any performance or availability failures in order to return the County's processing to the desired functional and operational state. The Service Provider will ensure all appropriate performance and measurement data is collected for reporting actual service delivery statistics.

The Service Provider has primary responsibility for developing and maintaining strict security processes and procedures for the protection of the County's electronic and physical assets under control of Service Provider. While it is Service Provider's responsibility to grant access to County's physical and electronic environments, it remains County's responsibility to approve all requests for access.

Service Provider will provide an initial Capacity Baseline Report to the County. A Capacity Management Plan will be developed within 90 days after the Service Agreement Effective Date with periodic Capacity Forecast Reports being delivered thereafter. As an ongoing process, Service Provider will notify County when the systems, hardware, systems software, application software or any portion is being used to a capacity at which the County should consider any upgrade, enhancement or addition to prevent the failure to meet performance standards. Detailed reports will be delivered to the County that presents the current status.

The Service Provider is responsible for providing technical support in the form of consultation, problem determination, and general assistance to the County data processing users. The goal of this function is to provide the benefit of systems programming knowledge and expertise to the County data services users. This will be delivered by developing policies and procedures for access to the support staff, reply and escalation procedures for inquiry follow-up and tracking, management reports for identifying educational needs and providing statistics and information in the form of management reports for County to evaluate the performance of technical services.

The Service Provider is responsible for ensuring stable, predictable and reliable operating level and systems software. Included in this responsibility are the installation, testing, upgrading and maintenance of all operating level and systems software.

Service Provider Staff Availability: 8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

Summary of Activities:

- Manage and operate the development, test, and production processing environments including all enterprise productivity applications (email, web services, etc..) and all application servers.
- Provide and utilize problem management procedures for, but not limited to, reporting, problem determination, tracking, escalation, notification, and root cause analysis
- Provide the County a processing environment that is secure and hardened; enforce and administer the County's security procedures and policies; support and maintain security software; and cooperate with third party audits
- Provide systems management for centralized and distributed systems by monitoring system console functions; report and respond to all system resources and LAN/WAN events and alerts
- Provide backup and recovery for centralized and distributed environments
- Provide and utilize documented change management procedures based on the County's requirements
- Provide capacity planning and performance tuning for centralized and distributed environments
- Manage the County's internet and intranet presences including template creation, web-server management, web master tasks, SharePoint services administration and development.
- Manage, operate and further develop the County's SharePoint implementation utilizing automated work flows, team sites, project sites and document libraries on the internet and intranet.
- Provide management for media storage for all servers; monitor and report on all storage and back-up media utilization

- Develop, document, and enhance standards and procedures in conjunction with the County; and provide methodologies for the enforcement of these standards

**Process
Outputs:**

- Standard monthly service level attainment reports
- Root Cause Analysis report for all Critical Incidents
- Capacity Planning monthly report including storage and backup media utilization
- Capacity Forecast Reports
- Capacity Planning Initial Baseline Report
- Performance and availability reports
- Security access reports and audit reports
- Procedures Manual
- Configuration information and documents for server environment and distributed environment

Responsibilities Matrix for Data Center Services

4. Data Center	County	Supplier
Perform service management tasks in accordance with SLAs		✓
Note/recommend suggested changes to policies and procedures		✓
Monitor service performance in support of SLAs		✓
Compare service execution to SLAs		✓
Communicate with users and Data Center staff		✓
Provide feedback on Data Center performance	✓	
Manage/track service orders		✓
Perform capacity monitoring and planning		✓
Install/test/maintain hardware system IT equipment		✓
Define file ownership and retention requirements	✓	✓
Identify and resolve problems		✓
Define backup/recovery requirements	✓	✓
Perform periodic incremental and full tape backups		✓
Rotate backup media with offsite storage facility		✓
Conduct backup/recovery tasks		✓
Define automated output distribution requirements	✓	✓
Test, install, and tune operating system software		✓
Test, install, and tune system tools software		✓
Install application software as needed		✓
Provide technical assistance as requested		✓
Provide feedback on service level requirement updates	✓	✓
Document recommended improvements		✓
Implement improvement plans		✓
Perform quality control	✓	✓
Maintain security requirements	✓	✓
Authorize and approve logon/security level access of County Employees, agents, and subcontractors	✓	
Implement access changes		✓
Maintain physical security of assets		✓
Maintain logical security of assets		✓
Conduct periodic security checks		✓
Report security violations		✓
Resolve security violations	✓	
Perform software update and implementation.		✓
Grant access sufficient to allow implementation of upgrades to the security software.	✓	✓
Evaluate and approve results of changes to security software.	✓	✓
Administer County login Ids and access authority and reset Lee County passwords.		✓
Define and implement information security classification.		✓
Monitor and control storage performance and resolve problems and exceptions.		✓
Set and maintain disk resource efficiency.		✓
Maintain established disk standards.		✓

4: Data Center	County	Supplier
Perform data backup and recovery for data center in accordance with backup and recovery requirements in accordance with the established disaster recovery procedures.		✓
Identify critical data to be backed up.	✓	✓
Monitor file space and report to County monthly.		✓
Restore data when necessary or requested, in accordance with the established data management procedures.		✓
Monitor tape hardware for malfunction and resolve problems and exceptions.		✓
Produce reports on tape retention periods.		✓
Request changes to tape retention periods.	✓	
Implement requested changes to tape retention periods.		✓
Monitor tape usage and resolve problems and exceptions.		✓
Define off-site storage requirements.	✓	✓
Coordinate offsite storage functions including logging, tracking labeling, ordering, receiving and sending tapes.		✓
Provide third party Supplier for off-site storage.		✓
Manage third party off-site storage Supplier contract.		✓
Review, inspect and audit off-site storage facility and validate contents, (on a semi-annual basis).		✓
Review, inspect and audit off-site storage facility and validate contents, (on an annual basis).		✓
Monitor and report Computer Room environmental variances		✓
Provide input as to resolution of identified problems, when appropriate.		✓
Monitor system throughput, usage and capacity, and resolve problems and exceptions.		✓
Notify of appropriate capacity resources to meet projections supplied by County		✓
Analyze workload capacity.		✓
Prepare and produce resource planning reports on quarterly basis.		✓
Report usage and capacity requirements to County on a monthly basis.		✓
Conduct system level performance tuning.		✓
Define and maintain Supplier performance tuning, analysis and reporting procedures documents.		✓
Provide performance reporting.		✓
Conduct system performance reviews.		✓
Measure and analyze system performance.		✓
Review system performance and recommend adjustments where deemed necessary.	✓	✓
Participate in change review meetings.	✓	✓
Communicate training request and needs for County users and Supplier's support personnel on changes and enhancements.		✓
Provide updates to procedures manual		✓
Approve all system emergency change requests that impact the County environment.	✓	✓
Pursue and validate successful resolution of resolved problems.		✓

4. Data Center	County	Supplier
Conduct root cause analysis on high-impact problems to identify preventive measures, assess risk, and bring to closure, jointly with County, if appropriate.		✓
Produce, maintain, and update procedures manual.		✓
System availability monitoring		✓
Interactive availability management		✓
Standard software distribution and support		✓
Preventive maintenance		✓
Maintenance of current software list		✓
Hardware support and maintenance		✓
Maintain list of current hardware configuration		✓
Managing operational support processes for managing manual and automated tape mounts		✓
Problem resolution including problem determination, interface, and escalation with third-party suppliers as required to correct system component problems		✓
Inventory and tracking of system-level software components and changes		✓
Performing basic operating system software tuning as required to maintain day-to-day operations		✓
Implementing a permanent corrective action with appropriate monitoring procedures to ensure software faults are eliminated from the operating environment		✓
Maintaining installed hardware base		✓
Providing hardware problem resolution including interfacing with hardware suppliers for problem isolation and resolution		✓
Maintaining documentation of hardware configurations, including equipment placement, cabling, fiber, and connectivity details		✓
Processing authorized requests to create, delete, or change a user ID from an authorized submitter		✓
Providing a secure work environment through policies and standards		✓
Providing regular communications of issues, concerns, and request schedules		✓
Coordinating required corrective actions and associated target dates		✓
Maintain webserver IIS operating system including system updates, and security patches		✓
Process monthly logs and reports on Web activities for departments as required		✓
Create, manage, and maintain county Web structure and domains		✓

Exhibit C

Charges and Cancellation Fees

Pricing is as indicated below.

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
Data Center Services	\$585,009.69	\$567,554.00	\$567,554.00	\$567,554.00	\$567,554.00

Termination for Convenience Fee Matrix

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
Data Center Services	\$66,588.08	\$66,588.08	\$66,588.08	\$66,588.08	\$66,588.08

If the contract is terminated for convenience, the County will pay the amount of severance costs for those employees who are not hired by the County or retained by Atos Origin, not to exceed the amount described in the TFC fee matrix listed above.

The TFC fee for early termination shall be calculated on an annual contract year basis and will apply regardless of the month in which the contract is terminated.

Change in Scope/Volume

If the number of servers changes from the baseline by 15% or more, the Change Order Procedure may be initiated.

Assumptions

Service Provider will work to establish a baseline matrix of the current data center environment and provide the information to the County. In the event that the current environment is not capable of meeting the Service Levels, the Change Order Procedure may be initiated to adjust the Service Levels to a mutually agreed upon Service Level metric if needed.

County is responsible for the cost of consumables (e.g. Backup tapes, printer cartridges)

County is responsible for the cost of off-site storage for data backup media.

Cost of Living Adjustment

The parties agree that commencing on the "Service Agreement Commence date", any fees payable under this Service Agreement will be increased annually by a Cost of Living Adjustment (COLA) amount. The parties agree that the annual cost of living adjustment will be set to match the Lee County annual cost of living adjustment point for point. This annual COLA and it's match to Lee County COLA will continue for the duration of the contract term, including any extensions to this Service Agreement.

Exhibit D

Service Level Information for Data Center Services

Data Center Service

1. Online Availability

Objective: The Service Provider will measure the availability of the County online applications to all users.

Definition: **Hours Available** is the number of hours per month when one or more online applications are scheduled to be available to and usable by all users throughout the County to perform transactions and update their files.

Hours Unavailable is the number of hours per month when any online application is either not available or not usable when scheduled.

The **Online Availability Ratio** is calculated using the following formula: (Hours Available – Hours Unavailable) / Hours Available.

The **County Online Applications** are defined in the table below. The County Online Applications list will be finalized and mutually agreed to by both the Service Provider and the County prior to the completion of the initial Transition/Migration.

Method: Data Capture: The Service Provider will use any necessary system tools and utilities available, to determine the time at which the outage occurred. Unscheduled outages are recorded and will appear on the monthly outage report. Details of the date and time, the total elapsed time of the outage, and the reason for the outage will be in this report.

Metrics:

Values	Description
Minimum Service Level	The Minimum Service Level for the Online Availability Ratio is 98.5%.
Increased Impact Level	The Increased Impact Service Level for the Online Availability Ratio is 96%.

Indicator: Critical

Responsibility: Service Performance; Service Provider responsible for providing Online Availability Report

Period: Monthly

Hours of Operation: 8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

2. Online Response Time (Internal)

Objective: To monitor the response time for all online applications and facilitate effective communications between the Service Provider and County Management through the delivery of monthly service level reports.

Definition: The **Online Response Time Ratio** is the fraction of the time (or equivalent percentage of time) that online transactions are completed internally in less than 4 seconds for server transactions, as measured utilizing system management tools.

The Online Response Time Ratio for each County Online Application will be benchmarked prior to the end of the initial Transition/Migration period.

Method: Data Capture: The Service Provider will develop a repository of all the information to produce the Production Online Response Time statistics and will provide the detail to the County IT Director as requested.

Metrics:

Value:	Description:
Minimum Service Level	99% of online transactions complete in < 2.5 seconds.
Increased Impact Level	90% of online transactions complete in < 2.5 seconds.

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Online Response Time Reports

Period: Monthly

Hours of Operation: 8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

3. Server Availability

Objective: The Service Provider will measure the availability of the County Distributed Systems (Servers) connected to the County network.

Definition: **Hours Available** is the number of hours per month when one or more distributed systems are scheduled to be available to and usable by users throughout the County.

Hours Unavailable is the number of hours per month when any distributed system is either not available or not usable when scheduled.

The **Distributed Systems Availability Ratio** is calculated using the following formula: $(\text{Hours Available} - \text{Hours Unavailable}) / \text{Hours Available}$.

Method: Data Capture: The Service Provider will use any necessary system tools and utilities available, to determine the time at which the outage occurred. Unscheduled outages are recorded and will appear on the monthly outage report. Details of the date and time, the total elapsed time of the outage, and the reason for the outage will be in this report.

Metrics:

Value	Description
Minimum Service Level	The Minimum Service Level for the Distributed Systems Availability Ratio is 99%.
Increased Impact Level	The Increased Impact Level for the Distributed Systems Availability Ratio is 97.5%.

Indicator: Critical

Responsibility: Service Performance; Service Provider responsible for providing Distributed Systems Availability Reports

Period: Monthly

Hours of Operation: 8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

Resource Range: All servers.

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

4. Unscheduled Server Outage

Objective: To monitor Server availability and facilitate effective communications between the Service Provider and County Management regarding Server availability.

Definition: Server Availability provides an indication of County personnel productivity in terms of County applications being available for use. Monthly Scheduled Downtime is a planned occurrence when system functionality is unavailable to users during the applicable month as per the County Scheduled Downtime Calendar. Monthly Unscheduled Downtime is an occurrence not planned that the system functionality is unavailable to users during the applicable month.

The **County Servers** are defined in the table below. The County Servers list and performance baseline will be finalized and mutually agreed to by both the Service Provider and the County prior to the completion of the initial Transition/Migration.

An Outage is defined as an interruption in services to County users during normal business hours. Outages related to carrier services, power outages, etc will not be included in the calculation.

Method: Data Capture: The Service Provider will develop a repository of the information to maintain records regarding the data necessary to calculate the System Availability Ratio.

Metrics:

Values	Description
Minimum Service Level	The Minimum Service Level for Server Availability is: No more than four (4) unscheduled outages per period
Increased Impact Level	The Increased Impact Service Level for Server Availability is: No more than eight (8) unscheduled outages per period.

Indicator: Critical

Responsibility: Service Performance; Service Provider responsible for providing System Availability Report

Period: Monthly

Hours of Operation: 8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

Report:

Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

5. Root Cause Analysis

Objective: To determine root cause of problems that the County determines is critical or of chronic nature and facilitate effective communications between the Service Provider and County Management by delivery of Root Cause Analysis Reports.

Definition: **Root Cause Analysis** – a process that goes beyond the superficial issues surrounding a problem to determine the basic cause(s) and/or reason(s) for the current malfunction, error, or failure.

Method: Data Capture: The Service Provider will follow an agreed upon process for Root Cause Analysis and will produce the Root Cause Analysis report.

Metrics:

Values	Description
Minimum Service Level	Root Cause Analysis Report will be produced within twelve (12) business days of the occurrence 95% of the time

Indicator: Quality

Responsibility: Service Performance; Service Provider responsible for providing Root Cause Analysis Report

Period: Each Occurrence

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

6. Data Backup

Objective:

To ensure that County defined system and business-critical customer data is backed up and/or archived according to defined schedules or criteria and to minimize the business impact of any loss of or corruption to the original data, while maintaining maximum availability of the data to business applications.

Definition:

A data backup is the creation of a copy of County data as of a specifically defined point in time. The Full Data Backup is the creation of a complete copy of all County data as of a specific point in time. The Daily Data Backup is the daily incremental backup performed to backup all changes to County data since the last Full Data Backup or Daily Data Backup whichever occurred last. All backups must constitute an accurate and complete copy of the data to which they are directed.

Method:

Data Capture; system activity and storage reporting utility software

Metrics:

Value	Description
Minimum Service Level	The Minimum Service Level is met when 0 Full Data Backups and 0 Daily Backups fail to complete successfully within two business days of any backup failure.
Increased Impact Level	The Increased Impact Level is met when all except three (3) (Full Data Backup or Daily Data Backup) are properly performed as scheduled during the month.

Indicator:

Critical

Responsibility:

Service Performance; Service Provider responsible for providing Data Backup and Restore Reports

Period:

Monthly

Hours of Operation:

7 x 24, 365

Report:

Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall

provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

7. Data Restore

Objective: To ensure that County defined system and business-critical customer data is restored according to defined schedules or criteria and to minimize the business impact of any loss of or corruption to the original data, while maintaining maximum availability of the data to business applications. To ensure that the data on the backups can be restored if required or requested.

Definition: Data Classification
It is suggested that all data types be placed in one of the following classifications:

- Database – SQL, Oracle databases
- Application & Operating System – Static data that normally doesn't change (i.e. program files, NetWare system volume, Windows files.)
- E-mail – GroupWise and Exchange mailboxes
- Shared – Data that is shared amongst multiple users (i.e. departmental shared data)
- User – Data that is used by a single user (i.e. home and user directories, profiles)
- Web – Web sites and data that is normally static and only periodically changed.
- Protected – Backups that are performed for special circumstances (i.e. upgrades, major changes, potential disasters)
- Snapshot – Small, periodic journals performed during normal working hours (i.e. NetWare Salvage, Windows System State, etc.)

Each classification is given a recovery time objective (RTO) depending on the amount of time the backup is kept and how often the data is backed up. The RTO also takes into consideration the process that is performed during the recovery or restore. Whereas restoring a single file from a user's home directory may not take as long as restoring a database or operating system. Each class falls within a backup schedule that is determined by the criticality of the data and the impact to the business. The classifications, schedules and RTOs are outlined below:

Classification	Schedule	RTO
Database	Daily, Monthly	4 Days
Application & Operating System	Weekly, Monthly	5 Days
E-mail	Daily, Weekly, Monthly	8 Days
Shared	Daily, Monthly	5 Days
User	Daily, Monthly	7 Days
Web	Monthly	5 Days
Protected	Daily	Within 24 Hours
Snapshot	Daily	Within 24 Hours

Method: Data Capture; system activity and storage reporting utility software

Metrics:

Value	Description
Minimum Service Level	The Monthly Data Restore Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered by the 12th business day of each calendar month.

Indicator: Quality

Responsibility: Service Performance; Service Provider responsible for providing Data Backup and Restore Reports

Period: Monthly

Hours of Operation: 7 x 24, 365

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

8. Capacity Planning

Objective: To monitor the capacity usage for all servers and peripherals to facilitate effective communications between the Service Provider and County Management through the delivery of monthly Capacity Planning reports.

Definition: **Capacity Planning** - Monitoring server, and peripheral capacity and produce appropriate statistical data

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Capacity Planning Report and will provide the detail to the County IT Director as requested.

Metrics:

Values	Description
Minimum Service Level	The Monthly Capacity Planning Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered by the 12th business day of each calendar month.

Indicator: Quality

Responsibility: Service Performance; Service Provider responsible for providing Capacity Planning Report

Period: Monthly

Hours of Operation: 7 x 24, 365

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

9. Capacity Forecast

Objective: To monitor the capacity usage for all servers and peripherals to facilitate effective communications between the Service Provider and County Management through the delivery of the Capacity Forecast Report.

Definition: **Capacity Forecast** - Monitoring servers and peripherals to provide appropriate statistical reporting showing the current system usage and trend graphics with forecast based on growth needs of the County.

Method: Data Capture: The Service Provider will develop a repository of the information (a) showing current system usage for all Servers and peripherals (b) providing usage and trend graphics; (c) and to show forecast based on growth input from the County to produce the Capacity Forecast Report and will provide the detail to the County IT Director as requested.

Metrics:

Value	Description
Minimum Service Level	The Capacity Forecast Report shall (a) conform to the template specified in the "Reports" section below; and (b) The Service Provider will tender the report on or before the twelfth (12th) business day of the new quarter and will accurately report the capacity forecast on the last day of the preceding quarter.

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Capacity Forecast Reports

Period: Quarterly

Hours of Operation: 7 x 24, 365

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

10. Capacity Planning Baseline

Objective: To monitor the capacity usage for all servers and peripherals to facilitate effective communications between the Service Provider and County Management through the delivery of the Capacity Baseline Report

Definition: **Capacity Planning Baseline** - Monitoring all servers and peripherals to provide appropriate statistical reporting showing the current system usage upon initial transition and per period thereafter.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Capacity Baseline Report.

Metrics:

Values	Description
Minimum Service Level	Provide initial report 60 days after Commencement date. Provide annual report by April 1
Increased Impact Level	Provide initial report 75 days after Commencement date. Provide annual report by April15.

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Capacity Planning Baseline Report

Period: Annual

Hours of Operation: 7 x 24, 365

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

11. Media Management

Objective: To facilitate effective communication between the Service Provider and County management, and to fully inform the County, regarding the actual use of all portable (tape, etc.) and fixed (disk) storage media in use for the County.

Definition: The Media Management Report is designed to assist in ensuring that the tape and disk usage is managed efficiently and effectively. This report should identify inefficient use of all media types and provide recommendations to reclaim storage (tape and disk) in an effort to reduce or eliminate future expense.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Media Management Report and will provide the detail to the County IT Director as requested.

Metrics:

Values	Description
Minimum Service Level	The Media Management Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered by the 12th business day of each calendar month.

Indicator: Quality

Responsibility: Service Performance; Service Provider responsible for providing Media Management Report

Period: Monthly

Hours of Operation: 7 x 24, 365

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

12. Security Access - Data

Objective: To ensure consistent high quality resolution for Security Access request to the data (e.g., dataset, database, table access) in both the test and production environment for County.

Definition: **Data Security Access Request (“DSAR”)** is the request by County personnel or contractors for access to County data, files and tables where access is control by the IT Department. Access to County data, files and tables may require several levels of signature approval before access is granted and measurement of this Service Level will begin after receipt by Service Provider of County’s final approved request. This approval process is managed by the County. The Service Provider will record and track all Data Security Access Request. The DSAR Performance Ratio is the number of DSAR’s completed in five (5) business days divided by the number of DSAR’s to be responded to during the month.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Security Access-Data Report and will provide the detail to the County IT Director as requested.

Metrics:

Value	Description
Minimum Service Level	The Minimum Service Level for the DSAR Ratio is 100%.
Increased Impact Level	The Increased Impact Service Level for the DSAR Ratio is 98%.

Indicator: Critical

Responsibility: Service Performance; Service Provider provides reporting and analysis for this service level.

Period: Monthly

Hours of Operation: 8am – 5pm Monday – Friday EST, plus pager support 7 x 24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

13. System Software Currency

Objective: To facilitate effective communications between the Service Provider and County Management through (a) the delivery of the System Software Report; (b) maintaining a schedule of system software license renewal requirements; (c) ensure that the County systems software are current to the agreed upon levels; (d) and ensure the County is in compliance, within applicable standards, for all system software licenses.

Definition: All system software licenses are managed by the Service Provider. Service Provider will contact product providers and obtain the appropriate patches, upgrades, passwords, and documentation prior to the planned implementation.

Method: Data Capture: The Service Provider will maintain a repository of the information utilized in producing the System Software Currency Report and will provide the detail to the County IT Director as requested.

Metrics:

Values	Description
Minimum Service Level	The Minimum Service Level for the System Software Currency is to maintain all systems software within two release levels (supported versions).

Indicator: Quality

Responsibility: Service Performance; Service Provider responsible for providing System Software Currency Report

Period: Annual

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report will be agreed to by the Parties not later than October 31st of the preceding calendar year.

Critical – Service Level Name	Critical – Service Level Metric	Priority	Weight %
Data Center Operations			
Online availability	The Minimum Service Level for the Online Availability Ratio is 98.5%.	6	8
Online response time (Internal)	99% of online transactions complete in < 4 sec.	14	3
Distributed Systems Availability	The Minimum Service Level for the Distributed Systems Availability Ratio is 99%.	10	3
Data Backup	The Minimum Service Level is met when 0 Full Data Backups and 0 Daily Backups fail to complete successfully within two business days of any backup failure.	3	8
Security Access-Data	The Minimum Service Level for the DSAR Performance Ratio is 100%	18	2
Unscheduled Critical Server Outage	The Minimum Service Level for Critical Server Availability is: No more than four (4) unscheduled outages per period	13	5

Exhibit E

Termination/Expiration Assistance

Upon notification by County of intent to terminate the Master Agreement or this Service Agreement, Service Provider will provide the services required, within the then current Services resources, to provide the County their historical data and the current/pending data, including but not limited to: Procedures Manual that includes the Service Provider's current organizational chart and staffing levels; all processes and procedures; process schedules such as batch, print, and backups; security schemas and profiles; network information contained in the network/telecom tools including configurations, topologies, inventories, and activity volumes (IMAC); project information contained in project management software including percentage completion, estimated resources required for completion, project scope, specification, project solution design and project budget; version control information regarding application software libraries and licenses; historical County users satisfaction survey information; ticket history and current open help desk tickets; call volume history,; addressing information; server history; server configuration and resource utilization history that resides in each of the in-scope systems and devices in an industry standard electronic format with a full file layout. Any additional Termination/Expiration Assistance requested by the County that is not included within the scope of the then current Services, that will cause the Service Provider to incur additional direct costs, will be quoted to the County in a reasonable timeframe to allow for a timely completion of the Termination/Expiration activities.

Upon termination of the Master Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the applicable County's system(s) remains operational after removal.

SERVICE AGREEMENT NO. 3: HELP DESK SERVICES

This Service Agreement No. 3 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology and Telecommunications Services Agreement ("Master Agreement") executed between Lee County, Florida ("County") and Atos Origin, ("Service Provider"), is hereby entered into on the November 11, 2009 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. **Definitions:**

"**Service Agreement Commence Date**" means February 24, 2010.

2. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
3. **Services.** The Services to be provided under this Service Agreement No. 3 are described in Exhibit B attached hereto.
4. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement. If such inherent services result in a substantial increase in Service Provider resources, either of personnel or other resources, such increase will be addressed pursuant to the Change Order Procedures.
5. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
6. **Term.** The term of this Service Agreement No. 3 shall begin on the Service Agreement Commencement Date. The term shall continue for a period of five (5) years after the Service Agreement Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 3. County shall have the option to renew this Service Agreement for one (2) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 3 and any renewal of the Service Agreement No. 3.

7. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement.
8. **Responsibilities of Lee County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Lee County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Lee County shall be limited to those items listed in the matrix.
9. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
10. **Service Levels.** Service levels for the Services will be included with reference to the Master Agreement. Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.

(2) **Service Level Standards (also known as "Required Service Levels").**

- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
 - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
 - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
 - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service

Level Credits. . Service Level Credits are calculated in the manner described in this section.

- (b) **Time.** The Required Service Levels provided shall be applicable beginning and effective sixty (60) days after the Service Agreement Commencement Date . Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, semi-annual or annual basis. Performance results shall be measured and reported based on actual results.
- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 3 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits and has been included in Exhibit D. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed five percent (5%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding

Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times five percent (5% = 0.05) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times five percent (5% = 0.05) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, five percent (5%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the total Quality Service Level Credit for the applicable month shall be one percent (1%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times two percent (2%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment

used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case of a Critical Service Level Credit, acts or omissions outside of the control of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a) the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

10. **Service Provider Software and Third Party Software.** Service Provider Software and Third Party Software are referenced in Exhibit E.
11. Help Desk services are provided in a shared environment.
12. County's priority user list shall be attached as Exhibit G.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:
CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: Chris Dun
DEPUTY CLERK

BY: [Signature]
Chair ~~man~~

DATE: 11/10/09

APPROVED AS TO FORM

BY: [Signature]
County Attorney's Office



ATTEST:

Atos Origin, Inc.
(SERVICE PROVIDER)

[Signature]
(Witness)

BY: [Signature]
(Authorized Signature)

[Signature]
(Witness)

CEO North America
(Title)

DATE: 16-NOV-2009

CORPORATE SEAL:

EXHIBITS TO HELP DESK SERVICES

SERVICE AGREEMENT

- Exhibit A Key Positions**
- Exhibit B Services**
- Exhibit C Charges and Cancellation Fees**
- Exhibit D Service Level Agreement**
- Exhibit E Termination/Expiration Assistance**
- Exhibit F Priority User List**

Exhibit A

Key Positions

1. **County IT Director:** The County IT Director for the Master Agreement, and also acting as the County Project Manager for all active Service Agreements.
2. **Service Provider Program Manager:** The Service Provider Program Manager for the Master Agreement.

Exhibit B

Services

Help Desk

Service Provider will provide a Help Desk to act as a single point of contact and accountability in response to the County's problems and service requests. Service Provider will assume full responsibility for resolving all problems and in-scope service requests. Service Provider will staff the Help Desk with individuals who will log all problems and requests in an automated ticket tracking system. The Help Desk staff will be able to answer many of the County's IT-related questions and serve as Level 1 support. Level 1 staff members should be courteous and responsive to the County, as well as maintaining a general knowledge of the County's applications and technology infrastructure. They will also co-ordinate with Level 2 and Level 3 support if escalation to these levels is required. Level 1 individual will assume responsibility for closing all tickets and verifying with the County employees that the problem or request has been resolved to their satisfaction. Additionally, Service Provider will produce reports from the ticket tracking system that will be used to inform the County of the effectiveness of Service Provider Help Desk services.

Service Provider Staff Availability: 8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

Summary of Activities:

- Maintain and distribute primary Help Desk phone number
- Provide and Administer ticket tracking system
- Level 1 support
- Escalation and Notification of Service Provider and County Management
- Coordinate Level 2 and Level 3 Support
- Root cause analysis and general technical support for critical and recurring issues
- Trending analysis, identification and reporting of recurring issues
- Satisfaction Survey
- Reporting and Documentation

Process Outputs:

- Standard, monthly service level attainment reports
- Automated ticket tracking reports
- Problem/change management logs
- Call management reports
- Weekly Report of open and outstanding tickets

Responsibilities Matrix for Help Desk Services

5. Help Desk	County	Supplier
Authorize and approve help desk solutions	✓	
Recommend changes to policies and procedures		✓
Maintain problem escalation and County reporting standards and Policies		✓
Manage/track help desk utilization		✓
Provide help desk support in English		✓
Helpdesk Reporting		✓
Maintain and report inquiry statistics		✓
Produce and provide ticket inventory and status reports		✓
Collect and report on call statistics		✓
Develop satisfaction survey, measurement method, distribution schedule and procedures		✓
Approve satisfaction survey, measurement method, distribution schedule and procedures	✓	✓
Administer satisfaction survey		✓
Compile satisfaction survey results		✓
Document and distribute satisfaction survey results		✓
Review customer satisfaction survey results in next scheduled status meeting	✓	✓
Modify satisfaction survey, distribution schedule and procedures, if necessary		✓
Approve modifications to satisfaction survey, distribution schedule and procedures	✓	✓
Provide telephone number for Helpdesk contact		✓
Manage first contact with Lee County users via telephone		✓
Interact with Lee County users in a professional, efficient and service-oriented manner, consistently		✓
Define Level 1, problem/service handling requirements and procedures		✓
Approve Level 1 problem/service handling requirements and procedures	✓	
Document, publish and maintain Helpdesk procedures		✓
Provide a SPOC for all service requests and problem management		✓
Encourage all County users to contact the Help Desk with all requests for service and problem resolution	✓	✓
Provide a ticket tracking system to expedite management of Help Desk inquiries		✓
Level 1		
Record, log, prioritize, assign severity, monitor progress, and resolve (if, possible) problem calls while on the phone (for all service areas)		✓
Perform problem and request management and monitoring		✓
Assist in prioritization of problems and requests	✓	
Route ticket to Level 2 and/or Level 3 support if needed		✓

5. Help Desk	County	Supplier
User follow up on successful resolution of problem/service request		✓
Close problem ticket in accordance with approved procedures		✓
Use ticket tracking system to expedite management of Helpdesk calls		✓
Query the user for all relevant information concerning the inquiry, including, but not limited to, user name, user location/department, user phone number, inquiry severity, and description of request/problem		✓
Resolve of shrink-wrap feature, function, usage problems and of technical non-server related issues while on the telephone, when possible		✓
Provide troubleshooting and first-level problem resolution for in-scope systems and devices		✓
Perform inquiry problem and service request management in accordance with handling requirements		✓
Re-route misdirected calls.		✓
Escalate problems in accordance with County escalation procedures.		✓
Maintain current status of all open tickets.		✓
Provide status and updates on tickets at County's request or according to handling and/or problem escalation procedures		✓
Reopen ticket if County user indicates that the inquiry was not resolved to the user's satisfaction		✓
Level 2		
Analyze problem		✓
Contact external Suppliers/service providers, if needed		✓
Resolve problem if possible		✓
Route ticket to Level 3 support if needed		✓
County requester approve successful resolution of problem/service request	✓	
Update and close problem ticket in accordance with approved Procedures		✓
Provide and maintain appropriate Level 2 and Level 3 contact information	✓	✓
Provide requirements to establish access to the Supplier's ticket tracking system by non-Supplier personnel (e.g., non-Supplier Level 2 and Level 3 support personnel, Lee County management, etc.)		✓
Ensure that Supplier receives relevant information to allow access to the Supplier's ticket tracking system by non-Supplier personnel	✓	✓
Establish access to Supplier's ticket tracking system by non-Supplier personnel		✓
Provide training as necessary on how to use the Supplier's ticket tracking system to non-Supplier personnel authorized by Lee County to access the Supplier's ticket tracking system		✓
Contact appropriate Level 2 and Level 3 support areas to obtain clarifications of ticket information for status purposes		✓
Level 3		
Analyze problem		✓

5 Help Desk	County	Supplier
Contact external Suppliers/service providers, if needed		✓
Resolve problem		✓
County requester approve successful resolution of problem/service request	✓	
Update and close problem ticket in accordance with approved Procedures		✓
Monitor and document service level objectives and agreements		✓
Measure and analyze performance relative to objectives and agreements		✓
Develop improvement plans		✓
Authorize and approve improvement plans	✓	
Implement improvement plans		✓
Report on service level results		✓
Report on help desk statistics and trends as requested		✓

Exhibit C

Charges and Cancellation Fees

Pricing is as indicated below.

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
Help Desk Services	\$408,849.77	\$412,235.33	\$412,235.33	\$412,235.33	\$412,235.33

Termination for Convenience Fee Matrix

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
Help Desk Services	\$35,692.31	\$35,692.31	\$35,692.31	\$35,692.31	\$35,692.31

If the contract is terminated for convenience, the County will pay the amount of severance costs for those employees who are not hired by the County or retained by Atos Origin, not to exceed the amount described in the TFC fee matrix listed above.

The TFC fee for early termination shall be calculated on an annual contract year basis and will apply regardless of the month in which the contract is terminated.

Change in Scope/Volume

If the number of users changes by more than 15% from the baseline of 2500 users for three consecutive months The Change Order Procedures may be initiated.

The parties agree that commencing on the "Service Agreement Commence date", any fees payable under this Service Agreement will be increased annually by a Cost of Living Adjustment (COLA) amount. The parties agree that the annual cost of living adjustment will be set to match the Lee County annual cost of living adjustment point for point. This annual COLA and it's match to Lee County COLA will continue for the duration of the contract term, including any extensions to this Service Agreement.

Exhibit D

Service Level Information for Help Desk Services

Help Desk

1. Answer Time

Objective: To monitor the calls to the Help Desk and insure that calls are answered in timely manner during business hours.

Definition: The **Answer Time** is the amount of time it takes for a Service Provider Level 1 Help Desk Representative to answer an inbound telephone call to the Help Desk.
The **Answer Time Performance Ratio** (whether expressed as a fraction or equivalent percentage) is the number of monthly calls featuring an answer time of 60 seconds or less divided by the number of calls received that month.

Method: Data Capture; The Service Provider will develop a repository of the information to produce the batch processing reports.

Metrics:

Values	Description
Minimum Service Level	The Minimum Service Level for the Answer Time Performance Ratio is 90% within 90 seconds.
Increased Impact Level	The Increased Impact Level for the Answer Time Performance Ratio is 70% within 90 seconds.

Indicator: Critical

Responsibility: Service Performance; Service Provider is responsible for providing Answer Time Reports

Period: Monthly

Hours of Operation: Monday thru Friday 7am-9pm and Saturday 9am-6pm for Libraries only. After-hours phone support not subject to this service level metric.

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

2. First Call Resolution

Objective: To ensure a high quality and quantity of immediate resolution of help desk calls on the first call.

Definition: When a County user calls the Help Desk to report a problem and requests assistance and the Help Desk is able to resolve the problem during that same phone call, a **First Call Resolution ("FCR")** has occurred.

The **FCR Performance Ratio** (whether expressed as a fraction or equivalent percentage) is the number of FCR's per month divided by the number of Help Desk Calls per month. The FCR Performance Ratio is measured with respect to all calls with the exception of the following: Firewall; Hardware repair; Network outage, Application or Database Failure; Unscheduled System Outage; PBX Failure; Power failure; Procurement; and Telecomm outage. Helpdesk personnel must be given the required administrative/access rights to resolve the call.

Method: Data Capture; The Service Provider will track first call resolution statistics via its problem ticket system, and will develop a repository of the information to report the results and resolution improvement programs to the County monthly.

Metrics:

Values	Description
Minimum Service Level	The Minimum Service Level for the FCR Performance Ratio is 70%.
Increased Impact Level	The Increased Impact Level for the FCR Performance Ratio is 50%.

Indicator: Critical

Responsibility: Service Performance; Service Provider responsible for providing First Call Resolution Reports

Period: Monthly

Hours of Operation: Monday thru Friday 7am-9pm and Saturday 9am-6pm for Libraries only. After-hours phone support not subject to service level credits

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

3. Help Desk Satisfaction Survey

Objective: To measure the satisfaction of the County's users of the services delivered by the Service Provider.

Definition: The average of all administered Help Desk Satisfaction Surveys based on a scale of 1-5, with 1 representing the least satisfaction, utilizing a sampling of at least 10% of all help desk calls for the period.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Help Desk Satisfaction Survey Report.

Metrics:

Values	Description
Service Level	The Help Desk Satisfaction Survey Report shall meet an average rating of 4 on a scale of 1 to 5.

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Help Desk Satisfaction Survey Reports

Period: Monthly

Hours of Operation: Monday thru Friday 7am-9pm and Saturday 9am-6pm for Libraries only.

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

4. Problem Management

Objective: To provide and maintain a single point of responsibility for the management, reporting, tracking, and resolution of problems. Supplier will maintain an integrated problem management system for the centralized reporting and tracking of problems. This system will assist in the management of notification and problem escalation within both Supplier, 3rd party and Customer organizations. Additionally, this system will assist in providing reporting, as required, on reported problems.

Definition: A problem is any unanticipated or unplanned event that deviates from standard activity or expectations. Supplier will provide problem tracking, resolution, and reporting. All problems are classified by Priority.

Priority 1 - EMERGENCY Work stoppage during normal working hours for which there is no work around, and is deemed critical by client e.g. entire system down, entire network down, etc.

Priority 2 - SEVERE IMPACT (High) Work stoppage during normal working hours deemed as severe by client. Performance and/or functionality is degraded or limited even though there is a work around, but client can access function on another machine.

Priority 3 - LIMITED USER IMPACT (Medium) Work stoppage may occur in the future as a result of current processing or infrastructure difficulties. There may or may not be a work around, productivity is impacted, but client does not need it daily.

Priority 4 - NO USER IMPACT (Low) Used for moves, adds or changes.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Problem Management reports.

Metrics:

Values	Description
Service Level	Problems will be tracked, escalated, and resolved according to the established procedures by the following severity levels: Priority 1 - 90% Priority 2, Priority 3, and Priority 4 - 85% MTTRespond and MTTRepair times exclude response and repair times that are the direct responsibility of 3 rd parties not under sub-contract to Service Provider.

Service Priorities	Priorities	Service Levels	
		MTTRespond	MTTRepair
Priority 1- Emergency		30 min	1 ½ hr
Priority-2:Severe Impact		100 min	4 hr

Priority 3 – Limited User Impact		8 hr	16 hr
Priority 4 – No User Impact		12 hr	As sch

Values	Description
Increased Impact Level	Problems will be tracked, escalated, and resolved according to the established procedures by the following severity levels: Priority User List – 90% Priority 1- 85% Priority 2, Priority 3, Priority 4 - 80% MTTRespond and MTTRepair times exclude response and repair times that are the direct responsibility of 3 rd parties not under sub-contract to Service Provider.

Service Priorities	Priorities	Service Levels	
		MTTRespond	MTTRepair
Priority 1 – Emergency		45 min	2 hr
Priority 2-Severe Impact		2 hr	6 hr
Priority 3-Limited User Impact		10 hr	20 hr
Priority 4 – No User Impact-		24 hr	As sch

Critical

Indicator:

Responsibility:

Service Performance: Service Provider responsible for providing problem management reports

Period:

Monthly

Hours of Operation:

Monday thru Friday 7am-9pm and Saturday 9am-6pm for Libraries only. MTTRepair is restricted by the Hours of Operation stated in all other Service Agreements.

Report:

Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

Critical – Service Level Name	Critical – Service Level Metric	Priority	Weight %		
Help Desk					
Business Hours Answer Time	All calls answered by a live person within 90 seconds 90% of time	15	3		
First Call Resolution	70% of the problems are resolved during the first call with Level 1 or Level 0 Support	7	8		
Problem Management	Service Priorities	11	3		
	Priorities			Service Levels	
				MTTRespond	MTTRepair
	Priority 1- Emergency			30 min	1 ½ hr
	Priority- 2:Severe Impact			100 min	4 hr
Priority 3 – Limited User Impact	8 hr	16 hr			
Priority 4 – No User Impact	12 hr	As sch			

Exhibit E

Termination/Expiration Assistance

Upon notification by County of intent to terminate the Master Agreement or this Service Agreement, Service Provider will provide the services required, within the then current Services resources, to provide the County their historical data and the current/pending data, including but not limited to: Procedures Manual that includes the Service Provider's current organizational chart and staffing levels; all processes and procedures; process schedules such as batch, print, and backups; security schemas and profiles; network information contained in the network/telecom tools including configurations, topologies, inventories, and activity volumes (IMAC); project information contained in project management software including percentage completion, estimated resources required for completion, project scope, specification, project solution design and project budget; version control information regarding application software libraries and licenses; historical County users satisfaction survey information; ticket history and current open help desk tickets; call volume history,; addressing information; server history; server configuration and resource utilization history that resides in each of the in-scope systems and devices in an industry standard electronic format with a full file layout. Any additional Termination/Expiration Assistance requested by the County that is not included within the scope of the then current Services, that will cause the Service Provider to incur additional direct costs, will be quoted to the County in a reasonable timeframe to allow for a timely completion of the Termination/Expiration activities.

Upon termination of the Master Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the applicable County's system(s) remains operational after removal.

Exhibit F

Priority User List

See attached page 23-a

EXHIBIT F

PRIORITY USER LIST

Dec-09

Service Agreement 3

Employee	Employee
Arnall, Ann	Paulauskis, Janeen
Beck, Richard J	Posey, Jennifer
Berry, Christine	Radford, Rob
Bigelow, Brian	Rawlings, Marilyn
Brady, Chris	Salome, Carmen
Brown, Joan	Sampson, Lindsey
Callahan, Paul	Saniter, David
Campbell, Gerald G	Schwartz, Holly
Chick, Laurel	Schweers, Molly
Daltry, Wayne	Sheehan, Janet
Curtis, Kathy	Sherron, Jim
Desjarlais, James (Jim) P.	Simon, Mindi
Desjarlais, Roger	Sullivan, James F
Doggett, Linda	Walker, Libby
Filla, Paul	Ward, Donna
Forsyth, Karen	Wilkinson, Ken
Fraser, Andrea	Wilson, John
Garner, Stacie L	Wingard, Paul W
Gibbs, Mary	Winton, Pete
Gilbertson, Scott	
Gonzalez, Nan	
Green, Charlie	
Hall, Tammy	
Hammond, Bill	
Harrington, Sharon	
Hawes, Karen B	
Hill, Celia B	
Hutcherson, Karen	
Janes, Bob	
Judah, Ray	
Kaye, Sheldon	
Lavender, James	
Lewis, Dinah	
Logan, Cindy	
Magin, Wayne	
Mann, Frank	
Manzo, Barbara	
Mielke, Jeff	
Moore, Jim	
Mcintyre, Pat	
Myers, Steve	
O'Connor, Paul	
Palopoli, James	

SERVICE AGREEMENT NO. 4: DATABASE SUPPORT AND MANAGEMENT SERVICES

This Service Agreement No. 4 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology and Telecommunications Services Agreement ("Master Agreement") executed between Lee County, Florida ("County") and Atos Origin ("Service Provider"), is hereby entered into on the November 11, 2009 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. **Definitions:**

"**Service Agreement Commence Date**" means February 24, 2010.

2. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.

3. **Services.** The Services to be provided under this Service Agreement No. 4 are described in Exhibit B attached hereto.

4. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement. If such inherent services result in a substantial increase in Service Provider resources, either of personnel or other resources, such increase will be addressed pursuant to the Change Order Procedures.

5. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.

6. **Term.** The term of this Service Agreement No. 4 shall begin on the Service Agreement Commencement Date. The term shall continue for a period of five (5) years after the Service Agreement Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 4. County shall have the option to renew this Service Agreement for one (2) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 4 and any renewal of the Service Agreement No. 4.

7. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and

(ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement.

8. **Responsibilities of Lee County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Lee County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Lee County shall be limited to those items listed in the matrix.
9. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
10. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities, as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time, as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**
 - i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.

- ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
 - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
 - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. Service Level Credits are calculated in the manner described in this section.
- (b) **Time.** The Required Service Levels provided shall be applicable beginning and effective sixty (60) days after the Service Agreement Commencement Date. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, semi-annual or annual

basis. Performance results shall be measured and reported based on actual results.

- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 4 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits and has been included in Exhibit D. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed five percent (5% = 0.05) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In

such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times five percent (5% = 0.05) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times five percent (5% = 0.05) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, five percent (5%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as

either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the total Quality Service Level Credit for the applicable month shall be one percent (1%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times two percent (2%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case of a Critical Service Level Credit, acts or omissions outside of the control

of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a) the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

10. Service Provider Software and Third Party Software. Service Provider Software and Third Party Software are referenced in Exhibit E.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:
CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: Chris Du
DEPUTY CLERK

BY: [Signature]
Chairman

DATE: 11/10/09

APPROVED AS TO FORM

BY: [Signature]
County Attorney's Office



Atos Origin, Inc.
(SERVICE PROVIDER)

[Signature]
(Witness)

BY: [Signature]
(Authorized Signature)

[Signature]
(Witness)

CEO North America
(Title)

DATE: 16-Nov-2009

CORPORATE SEAL:

EXHIBITS TO DATA BASE SUPPORT AND MANAGEMENT SERVICES

SERVICE AGREEMENT

- Exhibit A Key Positions**
- Exhibit B Services**
- Exhibit C Charges and Cancellation Fees**
- Exhibit D Service Level Information**
- Exhibit E Termination/Expiration Assistance**

Exhibit A

Key Positions

1. **County IT Director:** The County IT Director for the Master Agreement, and also acting as the County Project Manager for all active Service Agreements.
2. **Service Provider Program Manager:** The Service Provider Program Manager for the Master Agreement.

Exhibit B

Services

Database Support & Management

The Service Provider is responsible for providing operational and technical support for the County's production, test and development databases. This includes system level (physical support) and database administrator level (logical support) for each database in use. It is required that the Service Provider will work closely with the application staff and County end users concerning issues of database definition and tuning to ensure optimal response times and throughput. The Service Provider will continually monitor database performance, log file activity, storage capacity and other vital statistics. The Service Provider will ensure that all databases have proper backups and can be recovered as needed in the event of a disaster or other processing related errors. The Service Provider will ensure that all procedures, guidelines, and other pertinent database related information is kept current and readily available to the County.

**Service
Provider
Staff**

8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

**Availability:
Summary of
Activities:**

- Installation, management and monitoring of databases and database related software including Oracle and MS SQL Server
- Management of resources such as memory, disk storage, block/buffer size, etc.
- Performance tuning, capacity planning and configuration management
- Systems level DBA support
- Applications level DBA support
- Provide for database backup and restore
- Implementation of database upgrades and enhancements
- Security and user registration

**Process
Outputs:**

- Standard, monthly service level attainment reports
- Performance, capacity and configuration reports
- Change management reports

Responsibilities Matrix for Database Support & Management Services

6. Database Support and Management	County	Supplier
Maintain file/database ownership and retention requirements	✓	
Design data structures		✓
Perform data modeling		✓
Create logical database design		✓
Create physical database design		✓
Determine data element naming conventions	✓	✓
Determine data element access levels	✓	✓
Monitor compliance with naming conventions		✓
Design database backup and recovery procedures		✓
Determine logical views of database	✓	✓
Recommend DBMS/tools for implementation		✓
Perform technical review of DBMS code		✓
Identify and Agree on list of critical databases	✓	✓
Monitor DBMS performance for critical databases		✓
Recommend DBMS performance optimization measures		✓
Perform database backup and recovery procedures		✓
Assist in test-to-production application turnover	✓	✓
Update data element naming conventions as needed	✓	✓
Update data element access levels as needed	✓	✓
Monitor compliance with naming conventions		✓
Update logical views of database as needed		✓
Provide technical support of DBMS as needed		✓

6. Database Support and Management	County	Supplier
Determine release content via Change Control process and Oversight Committee guidelines	✓	✓
Identify, evaluate, and estimate alternative solutions for software problems		✓
Assist in prioritization of problems and requests	✓	
Monitor production systems and provide on-call support for critical databases		✓
Maintain system documentation		✓
Obtain User Acceptance signoff	✓	✓
Track status of all service requests made by County		✓
Review status of service requests periodically	✓	✓
Prioritize service requests	✓	
Produce service request report, including status and priority		✓
Allocate and assign resources based upon service request report		✓
Decide on database software versions, major and minor releases, and patches.		✓
Install database software.		✓
Install major and minor release changes.		✓
Install patches.		✓
Verify test results.		✓
Test database software.		✓
Test major and minor release changes.		✓
Test patches.		✓
Advise on database management systems and related software versions.		✓
Approve database management system and related software version.	✓	✓
Manage database management system and related software licenses.		✓

6. Database Support and Management	County	Supplier
Coordinate database management system and related software releases coordination.		✓
Conduct system and/or database testing on all systems changes and enhancements. Approve/reject as necessary within the documented specifications.		
Design, Name, Configure database subsystems.		✓
Define Database Topology (development, test and production environments; assignment of applications to databases).		✓
Perform table-space management.		✓
Make changes to database subsystems as requested by County.		✓
Maintain mutually agreed to documentation subsystem recovery.		✓
Maintain mutually agreed to documentation of database architecture including storage group plans.		✓
Maintain mutually agreed to documentation of database architecture.		✓
Maintain mutually agreed to performance statistics	✓	✓

Exhibit C

Charges

Pricing is as indicated below.

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
Data Base Support Services	\$287,272.96	\$277,924.11	\$277,924.11	\$277,924.11	\$277,924.11

Termination for Convenience Fee Matrix

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
Data Base Support Services	\$20,144.23	\$20,144.23	\$20,144.23	\$20,144.23	\$20,144.23

If the contract is terminated for convenience, the County will pay the amount of severance costs for those employees who are not hired by the County or retained by Atos Origin, not to exceed the amount described in the TFC fee matrix listed above.

The TFC fee for early termination shall be calculated on an annual contract year basis and will apply regardless of the month in which the contract is terminated.

Change in Scope/Volume

If the number of applications supported changes from the baseline by 15% or more, a Change Order Procedure may be initiated.

Assumptions

Service Provider will work to establish a baseline matrix of the current database environment and provide the information to the County. In the event that the current environment is not capable of meeting the Service Levels, a Change Order Procedure may be initiated to adjust the Service Level to a mutually agreed upon Service Level metric.

Cost of Living Adjustment

The parties agree that commencing on the "Service Agreement Commence date", any fees payable under this Service Agreement will be increased annually by a Cost of Living Adjustment (COLA) amount. The parties agree that the annual cost of living adjustment will be set to match the Lee County annual cost of living adjustment point for point. This annual COLA and it's match to Lee County COLA will continue for the duration of the contract term, including any extensions to this Service Agreement.

Exhibit D

Service Level Information for Data Base Services

Data Base Services

1. Production Database Availability

Objective: To monitor production database availability and facilitate effective communications between the Service Provider and County Management regarding availability.

Definition: Production Database Availability provides an indication of County personnel productivity in terms of County applications being available for use. **Monthly Scheduled Downtime** is hours of time database functionality is unavailable to users during the applicable month as per the annual County Scheduled Downtime Calendar; **Monthly Unscheduled Downtime** is all other hours of time that database functionality is unavailable to users during the applicable month. **Monthly Scheduled Time** is (24 hours x the number of days in the applicable month) - Monthly Scheduled Downtime for the applicable month. The **Production Database Availability Ratio** is defined as (Monthly Scheduled Time - Monthly Unscheduled Downtime) / Monthly Scheduled Time.

Service Provider will work to establish a baseline matrix of the current database environment and provide the information to the County. In the event that the current environment is not capable of meeting the Service Levels, a Change Order Procedure may be initiated to adjust the Service Level to a mutually agreed upon Service Level metric.

Method: Data Capture: The Service Provider will develop a repository of the information to maintain records regarding the data necessary to calculate the Production Database Availability Ratio.

Metrics:

Values	Description
Minimum Service Level	The Minimum Service Level for the Production Database Availability Ratio is 99% available.
Increased Impact Level	The Increased Impact Service Level for the Production Database Availability Ratio is 95% or less available.

Indicator: Critical

Responsibility: Service Performance: Service Provider is responsible for precisely monitoring and reporting downtime to facilitate the ongoing calculation of the Production Database Availability Ratio.

Period: Monthly

Hours of Operation: 8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

Resource Range: The Production Database Availability Ratio is to be calculated against the availability of all individual Oracle and MS SQL Server databases

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

2. Database Performance

Objective: To monitor the database performance and the Service Provider provides County Management monthly Database Performance reports.

Definition: The **Database Performance Ratio** is the fraction of the time (or equivalent percentage of time) that database transactions are completed internally in less than 4 seconds as measured utilizing database management tools (e.g., Oracle utilities).

Service Provider will work to establish a baseline matrix of the current database environment and provide the information to the County. In the event that the current environment is not capable of meeting the Service Levels, a Change Order Procedure may be initiated to adjust the Service Level to a mutually agreed upon Service Level metric.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Database Performance reports.

Metrics:

Values	Description
Minimum Service Level	The Minimum Service Level for the Production Database Performance Ratio is 99% in less than 4 seconds.
Increased Impact Level	The Increased Impact Service Level for the Production Database Performance Ratio is 96% in less than 4 seconds.

Indicator: Critical

Responsibility: Service Performance; Service Provider responsible for providing Database Performance Reports

Period: Monthly

Hours of Operation: 8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

3. Database Software Release Management

Objective: To maintain currency on database software releases based on the maintenance standard; to implement change into the database environment in the prescribed manner with minimal impact on the County processing; to provide a stable database environment.

Definition: Install maintenance for County Supported Production database software within six months of general release; new versions within one year of general release, unless otherwise agreed to by the County or limited by 3rd party software applications in use by the County.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Database Software Release reports.

Metrics:

Value	Description
Minimum Service Level	The Minimum Service Level for the County Supported Production Database Software Release Management is 90%.

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Database Software Release Reports

Period: Semi-Annual

Hours of Operation: 8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

Service Level Weights for Database Support Services

Critical – Service Level Name	Critical – Service Level Metric	Weight %
Production Database Availability	The Minimum Service Level for the Production Database Availability Ratio is 99% available.	3
Database Performance	The Minimum Service Level for the Production Database Performance Ratio is 99% in less than 4 seconds.	2

Exhibit E

Termination/Expiration Assistance

Upon notification by County of intent to terminate the Master Agreement or this Service Agreement, Service Provider will provide the services required, within the then current Services resources, to provide the County their historical data and the current/pending data, including but not limited to: Procedures Manual that includes the Service Provider's current organizational chart and staffing levels; all processes and procedures; process schedules such as batch, print, and backups; security schemas and profiles; network information contained in the network/telecom tools including configurations, topologies, inventories, and activity volumes (IMAC); project information contained in project management software including percentage completion, estimated resources required for completion, project scope, specification, project solution design and project budget; version control information regarding application software libraries and licenses; historical County users satisfaction survey information; ticket history and current open help desk tickets; call volume history;; addressing information; server history; server configuration and resource utilization history that resides in each of the in-scope systems and devices in an industry standard electronic format with a full file layout. Any additional Termination/Expiration Assistance requested by the County that is not included within the scope of the then current Services, that will cause the Service Provider to incur additional direct costs, will be quoted to the County in a reasonable timeframe to allow for a timely completion of the Termination/Expiration activities.

Upon termination of the Master Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the applicable County's system(s) remains operational after removal.

SERVICE AGREEMENT NO. 5: DISASTER RECOVERY SERVICES

This Service Agreement No. 5 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology and Telecommunications Services Agreement ("Master Agreement") executed between Lee County, Florida ("County") and Atos Origin ("Service Provider"), is hereby entered into on the November 11, 2009 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. **Definitions:**

"**Service Agreement Commence Date**" means February 24, 2010.

2. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
3. **Services.** The Services to be provided under this Service Agreement No. 5 are described in Exhibit B attached hereto.
4. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement. If such inherent services result in a substantial increase in Service Provider resources, either of personnel or other resources, such increase will be addressed pursuant to the Change Order Procedures.
5. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
6. **Term.** The term of this Service Agreement No. 5 shall begin on the Service Agreement Commencement Date. The term shall continue for a period of five (5) years after the Service Agreement Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 5. County shall have the option to renew this Service Agreement for one (2) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 5 and any renewal of the Service Agreement No. 5.
7. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement,

all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement.

8. **Responsibilities of Lee County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Lee County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Lee County shall be limited to those items listed in the matrix.
9. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
10. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**
 - i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
 - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a

Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.

iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.

iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."

(3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. . Service Level Credits are calculated in the manner described in this section.

(b) **Time.** The Required Service Levels provided shall be applicable beginning and effective sixty (60) days after the Service Agreement Commencement Date . Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, semi-annual or annual basis. Performance results shall be measured and reported based on actual results.

- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 5 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits and has been included in Exhibit D. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed five percent (5%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

(g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times five percent ($5\% = 0.05$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times five percent ($5\% = 0.05$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, five percent (5%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

(h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., $0.95 = 95\%$). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the total Quality Service Level Credit for the applicable

month shall be one percent (1%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times two percent (2%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case of a Critical Service Level Credit, acts or omissions outside of the control of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a)

the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

10. **Service Provider Software and Third Party Software.** Service Provider Software and Third Party Software are referenced in Exhibit E

11. **Disaster Recovery services are provided in a shared environment.**

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:
CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: *Charlie Green*
DEPUTY CLERK

BY: *[Signature]*
~~Chairman~~

DATE: 11/10/09

APPROVED AS TO FORM

BY: *Andrea R. Finner*
County Attorney's Office



ATTEST:

Atos Origin Inc.
(SERVICE PROVIDER)

[Signature]
(Witness)

BY: *[Signature]*
(Authorized Signature)

Mark Green
(Witness)

CEO North America
(Title)

DATE: 16-Nov-2009

CORPORATE SEAL:

EXHIBITS TO DISASTER RECOVERY SERVICES

SERVICE AGREEMENT

- Exhibit A Key Positions**
- Exhibit B Services**
- Exhibit C Charges and Cancellation Fees**
- Exhibit D Service Level Information**
- Exhibit E Termination/Expiration Assistance**

Exhibit A

Key Positions

1. **County IT Director:** The County IT Director for the Master Agreement, and also acting as the County Project Manager for all active Service Agreements.
2. **Service Provider Program Manager:** The Service Provider Program Manager for the Master Agreement.
3. **Service Provider Project Manager:** The Service Provider Project Manager for this Service Agreement.

Exhibit B

Services

Disaster Recovery

For all centralized services, the Service Provider will provide disaster recovery services and test the Service Provider's disaster recovery facility as defined below. The Service Provider will be responsible for the restoration of the computing environment following any disaster. Should this event occur, the Service Provider is responsible for ensuring that the computing services are available within the time frames specified in the service levels and as defined in the IT Disaster Recovery Plan.

The Service Provider will establish and maintain a plan, for backing up critical data and/or applications on various platforms. The Service Provider is responsible for developing and communicating the plan to County employees.

Service Provider Staff Availability: As needed, per event

Summary of Activities:

- Develop project plans and procedures for conducting semi-annual disaster recovery tests
- Review Disaster Recovery Test results with the County IT Director
- Develop and/or maintain a detailed disaster recovery plan for all critical County environments managed by the Service Provider
- Coordinate with the County departments during the recovery of critical business applications as necessary
- In-scope systems should be tested at least twice annually. A full disaster recovery test is defined as actually moving and restoring critical services to the disaster recovery location.

Process Outputs:

- Disaster Recovery Plan
- Disaster Recovery Test Plan
- Disaster Recovery Test Results

Responsibilities Matrix for Disaster Recovery Services

7. Disaster Recovery	County	Supplier
Maintain disaster recovery requirements	✓	
Maintain the disaster recovery plan		✓
Maintain offsite location for file storage (administration activities)		✓
Develop a disaster recovery plan that will provide alternative for equipment, adequate network connectivity, and management processes in support of the disaster recovery plan	✓	✓
Develop a plan for an off-site location for environmentally secure storage of electronic media such as systems and applications backup files	✓	✓
Develop project plans and procedures for conducting semi-annual disaster recovery tests		✓
Develop and/or maintain a detailed disaster recovery strategy for all critical County environments managed	✓	✓
Coordinate with the County departments during the recovery of critical business applications as necessary		✓
Test all in-scope systems at least once annually		✓
Participate in disaster recovery test	✓	

Exhibit C

Charges and Cancellation Fees

Pricing is as indicated below.

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
Disaster Recovery Services	\$38,345.97	\$37,266.13	\$37,266.13	\$37,266.13	\$37,266.13

Termination for Convenience Fee Matrix

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
Disaster Recovery Services	\$4,688.78	\$4,688.78	\$4,688.78	\$4,688.78	\$4,688.78

If the contract is terminated for convenience, the County will pay the amount of severance costs for those employees who are not hired by the County or retained by Atos Origin, not to exceed the amount described in the TFC fee matrix listed above.

The TFC fee for early termination shall be calculated on an annual contract year basis and will apply regardless of the month in which the contract is terminated.

Cost of Living Adjustment

The parties agree that commencing on the "Service Agreement Commence date", any fees payable under this Service Agreement will be increased annually by a Cost of Living Adjustment (COLA) amount. The parties agree that the annual cost of living adjustment will be set to match the Lee County annual cost of living adjustment point for point. This annual COLA and it's match to Lee County COLA will continue for the duration of the contract term, including any extensions to this Service Agreement.

Exhibit D

Service Level Information for Disaster Recovery Services

Disaster Recovery Services

1. Disaster Recovery

Objective: To provide on-going services to the County after a declared disaster. To provide a disaster recovery plan prior to an event of a declared disaster.

Definition: A Disaster is any event that disrupts the County's IT and Telecommunications services, (including unplanned outages of servers, and network) and service levels to the extent that County invokes the Disaster Recovery Plan.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Disaster Recovery Report.

Metrics:

Values	Description
Minimum Service Level	The Minimum Service Level is execution of the Disaster Recovery Plan such that critical IT Department service delivery is restored within 72 hours.
Increased Impact Level	The Increased Impact Level is execution of the Disaster Recovery Plan such that critical IT Department service delivery is restored within 96 hours.

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Disaster Recovery Reports

Period: As needed, per event

Hours of Operation: 7 x 24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

2. Disaster Recovery Test

Objective: The Service Provider will demonstrate its ability to recover the County's information systems at an alternate facility in the event of a disaster.

Definition: The ability to test the Disaster Recovery Plan as determined by the County during two test annually.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Disaster Recovery Test reports.

Metrics:

Values	Description
Minimum Service Level	The Minimum Service Level for the Disaster Recovery Test frequency is semi annual.
Increased Impact Level	The Increased Impact Service Level for the Disaster Recovery Test frequency is annual.

Indicator: Critical

Responsibility: Service Performance; Service Provider responsible for providing Disaster Recovery Test Reports

Period: Annually

Hours of Operation: 7 x 24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

Critical – Service Level Name	Critical – Service Level Metric	Priority	Weight %
<i>Disaster Recovery Services</i>			
Disaster Recovery	The Minimum Service Level is execution of the Disaster Recovery Plan such that full IT Department service delivery is restored within 72 hours.	12	3
Disaster Recovery Test	The Minimum Service Level for the Disaster Recovery Test frequency is semi annual.	24	1

Exhibit E

Termination/Expiration Assistance

Upon notification by County of intent to terminate the Master Agreement or this Service Agreement, Service Provider will provide the services required, within the then current Services resources, to provide the County their historical data and the current/pending data, including but not limited to: Procedures Manual that includes the Service Provider's current organizational chart and staffing levels; all processes and procedures; process schedules such as batch, print, and backups; security schemas and profiles; network information contained in the network/telecom tools including configurations, topologies, inventories, and activity volumes (IMAC); project information contained in project management software including percentage completion, estimated resources required for completion, project scope, specification, project solution design and project budget; version control information regarding application software libraries and licenses; historical County users satisfaction survey information; ticket history and current open help desk tickets; call volume history;; addressing information; server history; server configuration and resource utilization history that resides in each of the in-scope systems and devices in an industry standard electronic format with a full file layout. Any additional Termination/Expiration Assistance requested by the County that is not included within the scope of the then current Services, that will cause the Service Provider to incur additional direct costs, will be quoted to the County in a reasonable timeframe to allow for a timely completion of the Termination/Expiration activities.

Upon termination of the Master Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the applicable County's system(s) remains operational after removal.

SERVICE AGREEMENT NO. 6: APPLICATION SUPPORT SERVICES

This Service Agreement No. 6 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology and Telecommunications Services Agreement ("Master Agreement") executed between Lee County, Florida ("County") and Atos Origin ("Service Provider"), is hereby entered into on the November 11, 2009 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. **Definitions:**

"**Service Agreement Commence Date**" means February 24, 2010.

2. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.

3. **Services.** The Services to be provided under this Service Agreement No. 6 are described in Exhibit B attached hereto.

4. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement. If such inherent services result in a substantial increase in Service Provider resources, either of personnel or other resources, such increase will be addressed pursuant to the Change Order Procedures.

5. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.

6. **Term.** The term of this Service Agreement No. 6 shall begin on the Service Agreement Commencement Date. The term shall continue for a period of five (5) years after the Service Agreement Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 6. County shall have the option to renew this Service Agreement for one (2) year term by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 6 and any renewal of the Service Agreement No. 6.

7. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement,

all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement.

8. **Responsibilities of Lee County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Lee County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Lee County shall be limited to those items listed in the matrix.
9. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
10. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D. Service levels for the Services will be included with reference to the Master Agreement.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**
 - i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.

- ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
 - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
 - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. Service Level Credits are calculated in the manner described in this section.

- (b) **Time.** The Required Service Levels provided shall be applicable beginning and effective sixty (60) days after the Service Agreement Commencement Date . Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, semi-annual or annual basis. Performance results shall be measured and reported based on actual results.
- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 6 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits and has been included in Exhibit D. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however,* that (a) the total Critical Service Level Credits for any given month will not exceed five percent (5%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed

two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times five percent (5% = 0.05) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times five percent (5% = 0.05) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, five percent (5%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory

for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the total Quality Service Level Credit for the applicable month shall be one percent (1%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times two percent (2%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that *disables or materially interferes with Service Provider's Systems*; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable

through normal testing or maintenance procedures; or (vi) in the case of a Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case of a Critical Service Level Credit, acts or omissions outside of the control of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a) the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

12. **Service Provider Software and Third Party Software.** Service Provider Software and Third Party Software are referenced in Exhibit G.
13. County Projects. County applications shall be listed on Exhibit E.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:
CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: Chris Du
DEPUTY CLERK

BY: [Signature]
Chairman

DATE: 11/10/09



APPROVED AS TO FORM

BY: Andrea L. Fauer
County Attorney's Office

ATTEST:

Atos Origin, Inc.
(SERVICE PROVIDER)

[Signature]
(Witness)

BY: [Signature]
(Authorized Signature)

[Signature]
(Witness)

CEO North America
(Title)

DATE: 16 - Nov - 2009

CORPORATE SEAL:

EXHIBITS TO APPLICATION DEVELOPMENT SERVICES

SERVICE AGREEMENT

- Exhibit A Key Positions**
- Exhibit B Services**
- Exhibit C Charges and Cancellation Fees**
- Exhibit D Service Level Information**
- Exhibit E Termination / Expiration Assistance**

Exhibit A

Key Positions

1. **County IT Director:** The County IT Director for the Master Agreement, and also acting as the County Project Manager for all active Service Agreements.
2. **Service Provider Program Manager:** The Service Provider Program Manager for the Master Agreement.

Exhibit B

Services

Applications Support Services

Server and PC Applications

The County prefers to use Commercial Off The Shelf (COTS) applications in lieu of in-house developed applications where practical. Development, when required, includes the creation of specifications from the County's application design request, development of the technical and functional specification detail, prototype creation, application programming, system testing, assistance with County User acceptance testing, and support the movement of the application to production.

The Service Provider will be required to maintain and support the County's existing and future applications. Maintenance includes modification and performance testing, quality assurance, as well as production monitoring, troubleshooting software problems and implementing system change requests (whether of in-house developed or purchased systems). The Service Provider shall keep all applications in good working order; perform changes, enhancements and upgrades to applications as requested by the County, and recommend ways to improve performance. The Service Provider will, in all cases, provide and adhere to a standard methodology for all maintenance activities. County will work with Service Provider to prioritize and allocate the dedicated resources.

Service Provider Staff Availability: 8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

Summary of Activities:

- Project Management of in-scope projects
- New Development Activities
- Maintenance/Enhancement Activities
- Change Management
- Assistance in user testing as requested
- Maintain application inventory and configuration information
- New projects start up
- Gathers detail project requirements and scope of project information
- Provides proposed configuration and time line to customer
- Operational support and system administration

**Process
Outputs:**

- Standard, monthly service level attainment reports
- License usage reports
- Monthly application staff utilization report
- Service Request Reports

Responsibilities Matrix for Applications Development Services

8. Application Development	County	Supplier
Recommend technology platform that best meets business needs		✓
Authorize and approve technology platform	✓	
Recommend functional requirements, usability standards, policies and procedures		✓
Authorize and approve functional requirements, usability standards, policies and procedures	✓	
Manage/track development/enhancement requests		✓
Determine functional requirements		✓
Develop cost/benefit analysis		✓
Provide County management authorization	✓	
Develop or modify functional specifications		✓
Create or modify program code		✓
Conduct unit testing of modules		✓
Transfer programs to Quality Assurance		✓
Test system conformance to functional requirements		✓
Test system conformance to usability standards		✓
Ensure system conformance to naming/operational conventions		✓
Review and approve quality assurance testing	✓	
Install local system components and fixes as needed		✓
Provide in-person assistance as needed		✓
Review and approve application implementation	✓	
Establish security requirements	✓	
Install and support system level software products.		✓
Test system level software products to insure requested functionally.		✓

8. Application Development	County	Supplier
Participate in software testing and approve results of changes.		✓
Define installation requirements.		✓
Perform customization.		✓
Maintain a detailed inventory of both Supplier provided and third party software products within the County mainframe environments.		✓
Provide support of County 3 rd Party software products.		✓
Report system software problems to product manufacturer.		✓
Work with system software product manufacture to resolve reported problems.		✓
Maintain all system software at supplier supported levels, install maintenance on software within a mutually agreed upon time frame of its release and new versions within 1 year, as approved by County.		✓
Provide County with general technical assistance / consultation.		✓
Installation of applications software upgrade.		✓
Make needed coding modifications to application software.		✓
Test application software upgrades.		✓
Perform user acceptance testing.	✓	✓
System administration of applications	✓	✓

Exhibit C

Charges and Cancellation Fees

Pricing is as indicated below.

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
Applications Support	\$976,820.09	\$952,763.52	\$952,763.52	\$952,763.52	\$952,763.52

Termination for Convenience Fee Matrix

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
Applications Support	\$56,756.26	\$56,756.26	\$56,756.26	\$56,756.26	\$56,756.26

If the contract is terminated for convenience, the County will pay the amount of severance costs for those employees who are not hired by the County or retained by Atos Origin, not to exceed the amount described in the TFC fee matrix listed above.

The TFC fee for early termination shall be calculated on an annual contract year basis and will apply regardless of the month in which the contract is terminated.

Assumptions:

Application Support Services efforts assume a maximum number of man-hours and is limited to 14,000 hours on an annual basis for this Service Agreement. The maximum number of man-hours per year can be reviewed and adjusted annually by the County pursuant to the Change Order Procedure.

If the number of applications supported changes from the baseline by 15% or more, a Change Order Procedure may be initiated.

Cost of Living Adjustment

The parties agree that commencing on the "Service Agreement Commence date", any fees payable under this Service Agreement will be increased annually by a Cost of Living Adjustment (COLA) amount. The parties agree that the annual cost of living adjustment will be set to match the Lee County annual cost of living adjustment point for point. This annual COLA and it's match to Lee County COLA will continue for the duration of the contract term, including any extensions to this Service Agreement.

Exhibit D

Service Level Information for Applications Support Services

1. Development Projects

Objective: To provide single point of contact project management for the County and to manage the daily activities of the development group

Definition: The projects must be managed to the milestones as agreed to with the County

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Development Project reports.

Metrics:

Values	Description
Minimum Service Level	The Development Project Report shall ensure all projects are completed as scheduled 90% of the time.

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Development Projects Reports

Period: Monthly

Hours of Operation: 8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

2. Software Release Management

Objective: To maintain currency on applications system releases based on the software maintenance standard; implement change into the software environment in the prescribed manner with minimal impact on the County processing; to provide a stable software operating environment.

Definition: Install maintenance for third party software within six months of general release; new versions within one year of general release, unless otherwise agreed to by the County.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Software Release Management Report.

Metrics:

Values	Description
Minimum Service Level	The Software Release Management Report shall ensure all application software release implementations will be met 90% as scheduled.

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Software Release Management Report

Period: Semi-Annual

Hours of Operation: 8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County Contract Manager for review and approval. County Contract Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Contract Manager request on thirty (30) days notice.

3. Service Request Report

Objective: To monitor the Service Request from the County and to provide the County with information on the details Service Request coming to the Service Provider.

Definition: To provide the County with timely response to Service Request from the user groups and County management.

Method: Data Capture: The Service Provider will; (a) develop a repository of the information to produce the Service Request Report; (b) provide a life cycle report for all open, pending, and closed service request for the month; (c) and will provide the detail to the County Contract Manager as requested.

Metrics:

Value	Description
Minimum Service Level	The Service Request Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered by the 12th business day of each calendar month.

Indicator: Quality

Responsibility: Service Performance; Service Provider responsible for providing Service Request Report

Period: Monthly

Hours of Operation: 8am – 5pm Monday – Friday EST, plus pager support 7 x 24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County Contract Manager for review and approval. County Contract Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Contract Manager request on thirty (30) days notice.

Exhibit E **Termination/Expiration Assistance**

Upon notification by County of intent to terminate the Master Agreement or this Service Agreement, Service Provider will provide the services required, within the then current Services resources, to provide the County their historical data and the current/pending data, including but not limited to: Procedures Manual that includes the Service Provider's current organizational chart and staffing levels; all processes and procedures; process schedules such as batch, print, and backups; security schemas and profiles; network information contained in the network/telecom tools including configurations, topologies, inventories, and activity volumes (IMAC); project information contained in project management software including percentage completion, estimated resources required for completion, project scope, specification, project solution design and project budget; version control information regarding application software libraries and licenses; historical County users satisfaction survey information; ticket history and current open help desk tickets; call volume history; addressing information; server history; server configuration and resource utilization history that resides in each of the in-scope systems and devices in an industry standard electronic format with a full file layout. Any additional Termination/Expiration Assistance requested by the County that is not included within the scope of the then current Services, that will cause the Service Provider to incur additional direct costs, will be quoted to the County in a reasonable timeframe to allow for a timely completion of the Termination/Expiration activities.

Upon termination of the Master Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the applicable County's system(s) remains operational after removal.

SERVICE AGREEMENT NO. 7: NETWORK MANAGEMENT SERVICES

This Service Agreement No. 7 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology and Telecommunications Services Agreement ("Master Agreement") executed between Lee County, Florida ("County") and Atos Origin ("Service Provider"), is hereby entered into on the November 11, 2009 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. Definitions:

"**Service Agreement Commence Date**" means February 24, 2010.

- 2. Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
- 3. Services.** The Services to be provided under this Service Agreement No. 7 are described in Exhibit B attached hereto.
- 4. Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement. If such inherent services result in a substantial increase in Service Provider resources, either of personnel or other resources, such increase will be addressed pursuant to the Change Order Procedures.
- 5. Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
- 6. Term.** The term of this Service Agreement No. 7 shall begin on the Service Agreement Commencement Date. The term shall continue for a period of five (5) years after the Service Agreement Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 7. County shall have the option to renew this Service Agreement for one (2) year term by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 7 and any renewal of the Service Agreement No. 7.
- 7. Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement,

all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement.

8. **Responsibilities of Lee County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Lee County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Lee County shall be limited to those items listed in the matrix.
9. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
10. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**
 - i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.

- ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
 - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
 - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. Service Level Credits are calculated in the manner described in this section.
- (b) **Time.** The Required Service Levels provided shall be applicable beginning and effective sixty (60) days after the Service Agreement Commencement Date. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, semi-annual or annual

basis. Performance results shall be measured and reported based on actual results.

- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 7 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits and has been included in Exhibit D. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed five percent (5% = 0.05) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In

such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times five percent ($5\% = 0.05$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times five percent ($5\% = 0.05$) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, five percent (5%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as

either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the total Quality Service Level Credit for the applicable month shall be one percent (1%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times two percent (2%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case of a Critical Service Level Credit, acts or omissions outside of the control

of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a) the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

11. **Service Provider Software and Third Party Software.** Service Provider Software and Third Party Software are referenced in Exhibit G.
12. **Some Network Management services are provided in a shared environment.**
13. **County Facilities and Equipment; Transferred Equipment.** Any transferred equipment shall be referenced on Exhibit E. County Facilities and Equipment shall be listed on Exhibit F.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:
CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: Chris Sullivan
DEPUTY CLERK

BY: [Signature]
Chairman

DATE: 11/10/09

APPROVED AS TO FORM

BY: [Signature]
County Attorney's Office



ATTEST:

Atos Origin, Inc.
(SERVICE PROVIDER)

[Signature]
(Witness)

BY: [Signature]
(Authorized Signature)

[Signature]
(Witness)

CEO North America
(Title)

DATE: 16-Nov-2009

CORPORATE SEAL:

EXHIBITS TO NETWORK MANAGEMENT SERVICES

SERVICE AGREEMENT

- Exhibit A Key Positions**
- Exhibit B Services**
- Exhibit C Charges and Cancellation Fees**
- Exhibit D Service Level Agreement**
- Exhibit E Termination/Expiration Assistance**

Exhibit A

Key Service Provider Positions

1. **County IT Director:** The County IT Director for the Master Agreement, and also acting as the County Project Manager for all active Service Agreements.
2. **Service Provider Program Manager:** The Service Provider Program Manager for the Master Agreement.

Exhibit B

Services

Network Management

LAN/WAN Support and Maintenance

The Service Provider is responsible for supporting the necessary hardware and software related to the County's networking requirements. The network infrastructure will include, but not be limited to, the hardware and software necessary to support the County's LAN and connect the LAN to the WAN; Internet, Intranet, and Extranet support; and all maintenance activities necessary to ensure that the network infrastructure has high availability and reliability. Service Provider understands that several of the County's production activities require network access to servers and other connections that cannot be unavailable except for extremely short periods of time and will maintain and manage a network infrastructure and support capability that will ensure the required level of availability and reliability.

Service Provider Staff Availability:

8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

Summary of Activities:

- LAN components are monitored by the Service Provider 7 X 24
- WAN components are monitored 7 X 24
- LAN / WAN administration, operation and maintenance activities include
 - Network component hardware/software configuration and troubleshooting
 - Preventative maintenance
 - Availability monitoring
 - Performance monitoring
 - Network hardware and software provisioning and installation
 - IP address management
- Resolve all network problems
- Network engineering and design

Process Outputs:

- Standard, monthly service level attainment reports
- Network problem/change management log
- Network availability/performance service level reports

Responsibilities Matrix for Network Management Services

9. Network Services	County	Supplier
Perform capacity monitoring and planning		✓
Design hardware/LAN system layout		✓
Authorize and approve hardware/LAN technology plan	✓	
Install/test/maintain hardware/LAN system facilities		✓
Operate monitor service		✓
Identify and resolve problems		✓
Perform LAN administration to include file and print sharing, as well as logon, user id and password maintenance		✓
Test, install, and tune network operating system software		✓
Provide technical assistance as requested		✓
Document service level objectives and agreements		✓
Measure and analyze performance relative to objectives and agreements		✓
Report on service level results		✓
Maintain data to support change management meetings		✓
Perform quality control		✓
Authorize and approve logon/security level access of County Employees, agents, and subcontractors	✓	
Maintain logical security of assets		✓
Conduct security checks per requirements		✓
Report security violations		✓
Resolve security violations	✓	✓
LAN components are monitored by the Supplier		✓
WAN components are monitored by the Supplier / Carrier		✓
Network component hardware/software configuration and troubleshooting		✓

9. Network Services	County	Supplier
Preventative maintenance		✓
Availability monitoring		✓
Performance monitoring		✓
Network hardware and software provisioning and installation		✓
IP address management		✓
Resolve all network problems		✓
Network engineering and design		✓

Exhibit C

Charges

Pricing is as indicated below.

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
Network Management Services	\$665,736.11	\$655,981.19	\$655,981.19	\$655,981.19	\$655,981.19

Termination for Convenience Fee Matrix

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
Network Management Services	\$96,381.38	\$96,381.38	\$96,381.38	\$96,381.38	\$96,381.38

If the contract is terminated for convenience, the County will pay the amount of severance costs for those employees who are not hired by the County or retained by Atos Origin, not to exceed the amount described in the TFC fee matrix listed above.

The TFC fee for early termination shall be calculated on an annual contract year basis and will apply regardless of the month in which the contract is terminated.

Change in Scope/Volume Adjustment

If the number of network devices supported changes from the baseline by 15% or more, a change order may be initiated.

Assumptions

Service Provider assumes that maintenance contracts and an adequate amount of spare parts exist for all network devices.

Network outages due to third party service provider services are out of the control of Service Provider, and thus Service Provider will not be held accountable for those Service Level Credits affected.

Cost of Living Adjustment

The parties agree that commencing on the "Service Agreement Commence date", any fees payable under this Service Agreement will be increased annually by a Cost of Living Adjustment (COLA) amount. The parties agree that the annual cost of living adjustment will be set to match the Lee County annual cost of living adjustment point for point. This annual COLA and it's match to Lee County COLA will continue for the duration of the contract term, including any extensions to this Service Agreement.

Exhibit D

Service Level Information for Network Management Services

Network Management

1. Network Availability

Objective: To provide the County with reliable network connectivity and availability.

Definition: **Network Availability** is the responsibility of the Service Provider and provides connection to the Lee County network that processes and transmits data throughout the County. **Monthly Scheduled Downtime** is hours of time network functionality is unavailable to users during the applicable month as per the County Scheduled Downtime Calendar; **Monthly Unscheduled Downtime** is all other hours of time that network functionality is unavailable to users during the applicable month. **Monthly Scheduled Time** is (24 hours x the number of business days in the applicable month) - Monthly Scheduled Downtime for the applicable month. The **Network Availability Metric** is defined as (Monthly Scheduled Time - Monthly Unscheduled Downtime)/Monthly Scheduled Time.

Method: Data Capture; The Service Provider will develop a repository of the information to produce the Network Availability reports.

Metrics:

Value	Description
Minimum Service Level	The Minimum Service Level for the Network Availability Metric is 99.5% availability and two (2) events per month.
Increased Impact Level	The Increased Impact Level for the Network Availability Metric is no more than 99% availability and three (3) events per month.

Indicator: Critical

Responsibility: Service Performance; Service Provider responsible for providing Network Availability Report.

Period: Monthly

Hours of Operation: 8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

2. Average Network Response Time

Objective: To monitor the Network Response time and facilitate effective communications between the Service Provider and County Management through the delivery of monthly Network Response Time reports.

Definition: The **Network Performance Response Time** is the elapsed time that network transactions are completed (network ping) from the PC to servers and back.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Network Response Time reports.

Metrics:

Level	Description
Minimum Service Level	The Minimum Service Level for the Network Response Time is .5 seconds or less.
Increased Impact Level	The Increased Impact Service Level for the Network Response Time is .5 seconds or less.

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Network Response Time Reports

Period: Monthly

Hours of Operation: 8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

Resource Range: This Service Level does not apply during scheduled maintenance

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

3. Network/WAN Scheduled Downtime

Objective: To monitor and restrict the Network/WAN scheduled downtimes during normal business hours, and provide County Management monthly service level reports.

Definition: Network/WAN Scheduled Downtime Availability provides an indication of County personnel productivity in terms of access to the network for any single WAN connection. **Monthly Scheduled Downtime** is hours of time network/WAN functionality is unavailable to users during the applicable month as scheduled by the County and Service Provider; **Monthly Unscheduled Downtime** is all other hours of time that network/WAN functionality is unavailable to users during the applicable month. **Monthly Scheduled Time** is (24 hours x the number of business days in the applicable month) - Monthly Scheduled Downtime for the applicable month. The **Network/WAN Downtime Metric** is defined as (Monthly Scheduled Time - Monthly Unscheduled Downtime) in minutes.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Network/WAN Downtime Report.

Metrics:

Value	Description
Minimum Service Level	The Minimum Service Level for the Network/WAN Scheduled Down Time Metric is <= 40 min. per month.
Increased Impact Level	The Increased Impact Level for the Network/WAN Scheduled Down Time Metric is <= 60 min. per month.

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Network/WAN Downtime Reports

Period: Monthly

Hours of Operation: 7 x 24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County IT Director request on thirty (30) days notice.

Service Level Weights for Network Management Services

Critical – Service Level Name	Critical – Service Level Metric	Priority	Weight %
Network Availability	The Minimum Service Level for the Network Availability Metric is 99.5% availability and two (2) events per month.	1	8
Average Network Response Time	The Minimum Service Level for the Network Response Time is .5 seconds or less.	20	2
Network/WAN Scheduled Downtime	The Minimum Service Level for the Network/WAN Scheduled Down Time Metric is <= 40 min. per month.	9	3

Exhibit E

Termination/Expiration Assistance

Upon notification by County of intent to terminate the Master Agreement or this Service Agreement, Service Provider will provide the services required, within the then current Services resources, to provide the County their historical data and the current/pending data, including but not limited to: Procedures Manual that includes the Service Provider's current organizational chart and staffing levels; all processes and procedures; process schedules such as batch, print, and backups; security schemas and profiles; network information contained in the network/telecom tools including configurations, topologies, inventories, and activity volumes (IMAC); project information contained in project management software including percentage completion, estimated resources required for completion, project scope, specification, project solution design and project budget; version control information regarding application software libraries and licenses; historical County users satisfaction survey information; ticket history and current open help desk tickets; call volume history,; addressing information; server history; server configuration and resource utilization history that resides in each of the in-scope systems and devices in an industry standard electronic format with a full file layout. Any additional Termination/Expiration Assistance requested by the County that is not included within the scope of the then current Services, that will cause the Service Provider to incur additional direct costs, will be quoted to the County in a reasonable timeframe to allow for a timely completion of the Termination/Expiration activities.

Upon termination of the Master Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the applicable County's system(s) remains operational after removal.

SERVICE AGREEMENT NO. 8: TELECOMMUNICATION SERVICES

This Service Agreement No. 8 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology and Telecommunications Services Agreement ("Master Agreement") executed between Lee County, Florida ("County") and Atos Origin ("Service Provider"), is hereby entered into on the November 11, 2009 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. **Definitions:**

"**Service Agreement Commence Date**" means February 24, 2010.

2. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.

3. **Services.** The Services to be provided under this Service Agreement No. 8 are described in Exhibit B attached hereto.

4. **Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement. If such inherent services result in a substantial increase in Service Provider resources, either of personnel or other resources, such increase will be addressed pursuant to the Change Order Procedures.

5. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.

6. **Term.** The term of this Service Agreement No. 8 shall begin on the Service Agreement Commencement Date. The term shall continue for a period of five (5) years after the Service Agreement Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 8. County shall have the option to renew this Service Agreement for one (2) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 8 and any renewal of the Service Agreement No. 8.

7. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and

(ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement.

8. **Responsibilities of Lee County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Lee County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Lee County shall be limited to those items listed in the matrix.
9. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
10. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**
 - i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.

- ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
 - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
 - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. Service Level Credits are calculated in the manner described in this section.
- (b) **Time.** The Required Service Levels provided shall be applicable beginning and effective sixty (60) days after the Service Agreement Commencement Date . Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, semi-annual or annual

basis. Performance results shall be measured and reported based on actual results.

- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 8 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits and has been included in Exhibit D. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed five percent (5% = 0.05) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In

such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times five percent (5% = 0.05) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times five percent (5% = 0.05) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, five percent (5%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement

Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the total Quality Service Level Credit for the applicable month shall be one percent (1%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times two percent (2%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case

of a Critical Service Level Credit, acts or omissions outside of the control of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a) the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

11. Service Provider Software and Third Party Software. Service Provider Software and Third Party Software are referenced in Exhibit E.

12. County Equipment and Locations. County Equipment and Locations are referenced in Exhibit G.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:
CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: Chris Green
DEPUTY CLERK

BY: [Signature]
Chairman



DATE: 11/10/09

APPROVED AS TO FORM
BY: [Signature]
County Attorney's Office

ATTEST:

Atos Origin, Inc.
(SERVICE PROVIDER)

[Signature]
(Witness)

BY: [Signature]
(Authorized Signature)

[Signature]
(Witness)

CEO North America
(Title)

DATE: 16-Nov-2009

CORPORATE SEAL:

EXHIBITS TO TELECOMMUNICATION SERVICES

SERVICE AGREEMENT

- Exhibit A Key Positions**
- Exhibit B Services**
- Exhibit C Charges and Cancellation Fees**
- Exhibit D Service Level Information**
- Exhibit E Termination/Expiration Assistance**

Exhibit A

Key Positions

1. **County IT Director:** The County IT Director for the Master Agreement, and also acting as the County Project Manager for all active Service Agreements.
2. **Service Provider Program Manager:** The Service Provider Program Manager for the Master Agreement.

Exhibit B

Services

Telecommunications Services

The Service Provider will provide a wide range of services in support of voice and data circuits. The Service Provider will provision and install or coordinate the provisioning and installation of all required infrastructure, hardware equipment and software necessary for these circuits. The Service Provider will interface with, coordinate, and manage the activities of the telecom Service Provider.

The Service Provider will provide a wide range of telephone-related services, including local, long distance, key systems and PBX services. Service Provider will provision and install or coordinate the provisioning and installation of all required infrastructure, hardware equipment and software. The Service Provider will provide support of the PBX systems and key systems. Supported hardware includes, but is not limited to, the PBX, telephone handsets, etc.

The Service Provider will provide a single point-of-contact to be responsible for all Lee County Sprint cellular device IMACs, maintenance requests and service provisioning.

Service Provider Staff Availability: 8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

Summary of Activities:

- Coordinate all install, move, add, change (IMAC) all circuits, cable drops and equipment for new construction and major office renovations.
- Coordinate/Perform all install, move, add, change (IMAC) all circuits, cable drops and equipment for minor office renovations and individual requests.
- Coordinate the provisioning, installation and maintenance of cabling
- Coordinate the provisioning and maintenance of data circuits
- Coordinate the provisioning, maintenance and service requests for County cellular phones
- Provision, maintain and dispose of all telephone related equipment
- Install, move, add, change (IMAC) all telephone equipment
- Provisioning and maintenance of cabling
- Manage County's existing vendor contract for PBX and non-PBX maintenance services
- Provide voicemail support

- Provide monthly usage invoices of County telecommunications providers (not including cellular devices)
- Break out invoices by County department and distribute to each department
- Maintain electronic telephone directories
- Provide long distance internal charge-back capability
- Provide support for Automated Call Distributor (ACD)

Process Outputs:

- Standard, monthly service level attainment reports
- Maintenance records
- Inventory of assets procured

Responsibilities Matrix for Telecommunications-Voice Services

10. Telecom Services/Voice	County	Supplier
Maintain communication with customers and users		✓
Propose technology solutions		✓
Authorize and approve technology solutions	✓	
Maintain policies and procedures		✓
Manage/track service orders		✓
Procure assets (circuits, hardware, software)		✓
Terminate, dispose of, relocate assets as needed		✓
Perform capacity monitoring and planning		✓
Maintain/modify voice network design layout		✓
Maintain Telecom Plan		✓
Install/test/maintain voice network facilities		✓
Provide network control center to monitor service		✓

10. Telecom Services/Voice	County	Supplier
Identify and resolve problems		✓
Provide status on problem resolution progress to County		✓
Interface with carriers and other service providers		✓
Maintain test-to-production turnover requirements	✓	
Perform test-to-production tasks per instructions		✓
Report on test-to-production results		✓
Perform quality control on test-to-production results	✓	
Install, move, and change (IMAC) voice equipment		✓
Test, install, and tune voice network system software		✓
Install service module software as needed		✓
Manage hardware and circuits to optimize service levels and Minimize County resource requirements		✓
Maintain network definitions for linkages to specific locations		✓
Provide technical assistance as requested		✓
Measure and analyze performance relative to service level objectives and agreements		✓
Maintain data for improvement plan updates		✓
Approve improvement plans	✓	
Implement improvement plans		✓
Report on service level results		✓
Maintain data for change management meetings		✓
Perform quality control	✓	
Maintain security requirements	✓	
Maintain physical security of assets		✓
Conduct security checks per requirements		✓

10. Telecom Services/Voice	County	Supplier
Report security violations		✓
Resolve security violations	✓	
Maintain data for monthly usage and accounting reports		✓
Maintain data for monthly invoices		✓
Maintain electronic telephone directories		✓
Manage process of provisioning, maintaining and dispose of all telephone related equipment		✓
Manage Installation, move, add, change (IMAC) all telephone equipment		✓
Co-ordinate the provisioning and maintenance of cabling		✓
Manage performance PBX maintenance services		✓
Mange voicemail support		✓
Provide monthly usage invoices		✓
Provide support for Automated Call Distributor (ACD)		✓
Record, log, prioritize, assign severity, monitor progress and resolve (if, possible) problem calls while on the phone		✓
Perform problem and request management and monitoring		✓
Provide electrical wiring, and wiring closets	✓	
Provide wiring closets connections, and cabling (thru 3rd party vendor)		✓
Maintain change requirements (circuits, switches, communications processors, interface equipment, termination equipment, user access)	✓	
Coordinate all install, move, add, change (IMAC) all circuits and equipment		✓
Coordinate the provisioning and maintenance of cabling		✓
Coordinate the provisioning and maintenance of data circuits		✓

Exhibit C

Charges

Pricing is as indicated below.

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
Telecommunication Services	\$1,520,690.81	\$1,487,527.83	\$1,487,527.83	\$1,487,527.83	\$1,487,527.83

Termination for Convenience Fee Matrix

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
Telecommunication Services	\$23,810.19	\$23,810.19	\$23,810.19	\$23,810.19	\$23,810.19

If the contract is terminated for convenience, the County will pay the amount of severance costs for those employees who are not hired by the County or retained by Atos Origin, not to exceed the amount described in the TFC fee matrix listed above.

The TFC fee for early termination shall be calculated on an annual contract year basis and will apply regardless of the month in which the contract is terminated.

Change in Scope/Volume Adjustment

If the number of PABX systems supported increases from the baseline by 15% or more, a Change Order Procedure may be initiated.

Assumptions

Network outages due to third party service provider services are out of the control of Service Provider and Service Provider shall not be obligated for Service Level Credits.

Cost of Living Adjustment

The parties agree that commencing on the "Service Agreement Commence date", any fees payable under this Service Agreement will be increased annually by a Cost of Living Adjustment (COLA) amount. The parties agree that the annual cost of living adjustment will be set to match the Lee County annual cost of living adjustment point for point. This annual COLA and it's match to Lee County COLA will continue for the duration of the contract term, including any extensions to this Service Agreement.

Exhibit D

Service Level Information for Telecommunications-Voice Services

1. Telephone System Availability

Objective: To provide the County with reliable Telephone Systems usage.

Definition: The service provider will manage all vendor maintenance contracts to insure agreed on service levels between the County and Vendor are being met. The Telephone Systems are a critical communications component within the County network. Availability for Telecommunications-Voice equipment will be the responsibility of the Service Provider.

Method: Data Capture; The Service Provider will develop a repository of the information to produce the Telephone Systems Availability reports.

Metrics:

Values	Description
Minimum Service Level	The Minimum Service Level for the Telephone Systems Availability is 99.9%.
Increased Impact Level	The Increased Impact Service Level for the Telephone Systems Ratio is 97.5%.

Indicator: Critical

Affected Area: All County Users

Responsibility: Service Performance; Service Provider responsible for providing Telephone Systems Availability Reports

Period: Monthly

Hours of Operation: 8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent reports may be modified pursuant to County IT Director request on thirty (30) days notice.

2. Data Circuit Availability

Objective: To provide the County with reliable data circuits connectivity and availability.

Definition: Service Provider will manage County contracts with telecommunications vendor to insure Circuit Availability. Circuit availability will not include outages deemed to be the responsibility of the 3rd party Telecommunications vendor (i.e. Sprint). Availability is defined as connection to a network from a 3rd party telecomm company as well as county owned/leased fiber. A complete list will be completed and mutually agreed to by both the Service Provider and the County prior to the completion of the initial Transition/Migration.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Data Circuit Availability reports.

Metrics:

Values	Description
Minimum Service Level	Circuit availability will be greater than or equal to 99.9%.
Increased Impact Level	Circuit availability will be less than or equal to 97.9%.

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Data Circuit Availability Reports

Period: Monthly

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed Report template to County Contract Manager for review and approval. County Contract Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County Contract Manager request on thirty (30) days notice.

3. Voice - Installation/Moves/Adds/Changes (IMAC)

Objective: To monitor Installation/Moves/Adds/Changes (IMAC) for Telecommunication-Voice and provide County management monthly service level reports.

Definition: The introduction, move or modification of a telephone instrument, switch, voice circuit or system in the County environment and ensuring that all functions are consistent with the manufacturers specification as well as any special configuration required by the County. Performance is measured against ability to completed the IMAC in the scheduled timeframe.

Method: Data Capture; The Service Provider will develop a repository of the information to produce the Telecomm-Voice IMAC Report.

Metrics:

Metrics	Description
Minimum Service Level	The Minimum Service Level for the Telecomm-Voice IMAC is 98% are completed as scheduled by County.
Increased Impact Level	The Increased Impact Service Level for the Telecomm-Voice IMAC is 90% are completed as scheduled by County.

Indicator: Critical

Responsibility: Service Performance; Service Provider responsible for providing Telecomm-Voice IMAC Report

Period: Monthly

Hours of Operation: 8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent reports may be modified pursuant to County IT Director request on thirty (30) days notice.

4. Data - Installation/Moves/Adds/Changes (IMAC)

Objective: To monitor Installation/Moves/Adds/Changes (IMAC) for Telecommunication-Data Circuits and provide County management monthly service level reports.

Definition: The introduction, move or modification of a circuit (includes circuit drops) in the County environment and the ensuring that all functions are consistent with the telecommunication provider specifications and any special configuration required by the County.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the Telecomm – Data Circuits IMAC's report.

Metrics:

Values	Description
Minimum Service Level	All data circuits IMAC request will be performed 98% or better, as scheduled, per period.
Increased Impact Level	< 95% completed as scheduled.

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing Telecomm – Data Circuits IMAC's Report.

Period: Monthly

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed Report template to County Contract Manager for review and approval. County Contract Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County Contract Manager request on thirty (30) days notice.

Service Level Weights for Telecommunications Services

Critical – Service Level Name	Critical – Service Level Metric	Weight %
Telephone System Availability	System Availability of 99.9% or better	8
Data Circuit Availability	Circuit availability of 99.9% or better	8
Voice - IMAC	On average, 98.0% of all telephone instrument IMAC requests will be performed as scheduled	3
Data - IMAC	All data circuits IMAC request will be performed 98% or better, as scheduled, per period.	2

Exhibit E

Termination/Expiration Assistance

Upon notification by County of intent to terminate the Master Agreement or this Service Agreement, Service Provider will provide the services required, within the then current Services resources, to provide the County their historical data and the current/pending data, including but not limited to: Procedures Manual that includes the Service Provider's current organizational chart and staffing levels; all processes and procedures; process schedules such as batch, print, and backups; security schemas and profiles; network information contained in the network/telecom tools including configurations, topologies, inventories, and activity volumes (IMAC); project information contained in project management software including percentage completion, estimated resources required for completion, project scope, specification, project solution design and project budget; version control information regarding application software libraries and licenses; historical County users satisfaction survey information; ticket history and current open help desk tickets; call volume history,; addressing information; server history; server configuration and resource utilization history that resides in each of the in-scope systems and devices in an industry standard electronic format with a full file layout. Any additional Termination/Expiration Assistance requested by the County that is not included within the scope of the then current Services, that will cause the Service Provider to incur additional direct costs, will be quoted to the County in a reasonable timeframe to allow for a timely completion of the Termination/Expiration activities.

Upon termination of the Master Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the applicable County's system(s) remains operational after removal.

SERVICE AGREEMENT NO. 9: PERSONAL COMPUTER SERVICES

This Service Agreement No. 9 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology and Telecommunications Services Agreement ("Master Agreement") executed between Lee County, Florida ("County") and Atos Origin ("Service Provider"), is hereby entered into on the November 11, 2009 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1. Definitions:

"Service Agreement Commence Date" means February 24, 2010.

- 2. Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
- 3. Services.** The Services to be provided under this Service Agreement No. 9 are described in Exhibit B attached hereto.
- 4. Inherent Services:** Subject to the Master Agreement subpart II entitled "Working Relationship: Services", Article A. 6, any services which are implicit within the Services, are not specifically described, and which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement. If such inherent services result in a substantial increase in Service Provider resources, either of personnel or other resources, such increase will be addressed pursuant to the Change Order Procedures.
- 5. Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
- 6. Term.** The term of this Service Agreement No. 9 shall begin on the Service Agreement Commencement Date. The term shall continue for a period of five (5) years after the Service Agreement Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 9. County shall have the option to renew this Service Agreement for one (2) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 9 and any renewal of the Service Agreement No. 9.

A7a

11-10-09

7. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement.
8. **Responsibilities of Lee County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Lee County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Lee County shall be limited to those items listed in the matrix.
9. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with Exhibit C attached hereto.
10. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
 - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
 - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**
 - i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.

- ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
 - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
 - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. . Service Level Credits are calculated in the manner described in this section.
- (b) **Time.** The Required Service Levels provided shall be applicable beginning and effective sixty (60) days after the Service Agreement Commencement Date . Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, semi-annual or annual

basis. Performance results shall be measured and reported based on actual results.

- (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a written amendment, signed by both Parties.
- (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement No. 6 and the Master Agreement.
- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight, which is used in the calculation of the Critical Service Level Credits and has been included in Exhibit D. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.05 or 5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity. Upon ninety (90) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate. The total percentage penalty of the Service Level Weights will not exceed 100%.
- (f) **Service Level Credits.** (1) In each case of the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the total Critical Service Level Credits for any given month will not exceed five percent (5% = 0.05) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In

such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceeds the Minimum Service Level, but meets or exceed the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times five percent (5% = 0.05) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times five percent (5% = 0.05) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled across all Service Level Measurements in all Service Agreements and such amount shall be the Total Critical Service Level Credit to County, *provided, however* that the Total Critical Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, five percent (5%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements for the Master Service Agreement (including all Service Agreements) divided by the number of Quality Service Level Measurements evaluated for the Master Service Agreement (including all Service Agreements) is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as

either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the total Quality Service Level Credit for the applicable month shall be one percent (1%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Measurement multiplied times two percent (2%) of Service Provider's total charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit across all Service Levels for any given month will not exceed, and shall be capped at, two percent (2%) of Service Provider's monthly charges for the Master Service Agreement (including all Service Agreements) for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties not under sub-contract to Service Provider that disables or materially interferes with Service Provider's Systems; or (v) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures; or (vi) in the case of a Critical Service Level Credit, the exceeding of the associated resource range *provided that* Service Provider has provided a notice thirty (30) days in advance indicating a trend that the associated resource range will be exceeded for the Critical Service Level Measurement; or (vii) in the case of a Critical Service Level Credit, acts or omissions outside of the control

of County or Service Provider which have caused the resource for which a resource range for a Service Level Measurement exists to exceed both (a) the resource range and (b) 120% of the 3-period moving average of the resource based upon the last three (3) times the resource was evaluated.

10. Service Provider Software and Third Party Software. Service Provider Software and Third Party Software are referenced in Exhibit F.

11. County Equipment and Software. County Equipment and Software are referenced in Exhibit E.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:
CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: Chris Green
CLERK

BY: [Signature]
Chairman

DATE: 11/10/09



APPROVED AS TO FORM

BY: [Signature]
County Attorney's Office

ATTEST:

Atos Origin, Inc
(SERVICE PROVIDER)

[Signature]
(Witness)

BY: [Signature]
(Authorized Signature)

[Signature]
(Witness)

CEO North America
(Title)

DATE: 16-Nov-2009

CORPORATE SEAL:

EXHIBITS TO PERSONAL COMPUTER SERVICES
SERVICE AGREEMENT

- Exhibit A Key Positions**
- Exhibit B Services**
- Exhibit C Charges and Cancellation Fees**
- Exhibit D Service Level Information**
- Exhibit E Termination/Expiration Assistance**

Exhibit A

Key Positions

1. **County IT Director:** The County IT Director for the Master Agreement, and also acting as the County IT Director for all active Service Agreements.
2. **Service Provider Program Manager:** The Service Provider Program Manager for the Master Agreement.

Exhibit B

Services

Personal Computers

Support and Maintenance Hardware/Software

The Service Provider will provide configuration, installation, and relocation services for PCs, servers, printers and other peripherals owned by the County and in use on County property. Warranty and maintenance repair services for these assets are also required. Additionally, this service includes the installation and maintenance of standard software applications for PCs, network components and standard server systems.

Additional PCs may be implemented for County use in accordance with the County's budget process and hardware acquisition procedures and schedules developed during planning cycles. New definitions of the standard PC/LAN will take place each year after the first year as part of the planning process.

Hardware refresh will be handled as a project; all hours will be tracked and deducted from County's in-scope project allocation or will be purchased by the County as out-of-scope project hours.

Service Provider 8am – 5pm Monday – Friday EST, plus after-hours telephone support 7x24
Staff 7am-9pm Monday thru Friday, Saturday 9am-6pm Library Only
Availability:

Summary of Activities:

- Providing preventative and predictive maintenance
- Coordinate with third party hardware and software Service Providers to resolve problems/issues
- Providing component repair/replacement
- Provisioning warranty service and claims processing
- Materials ordered and dispatched, if necessary
- Change management (install, moves, adds, changes) in accordance with standard operating procedures
- Maintenance of inventory database
- Quality reviews - follow up

Process Outputs:

- Standard, monthly service level attainment reports
- Installation Log Report
- Asset Tag and Equipment Inventory Report

Responsibilities Matrix for Personal Computers

14. Personal Computers	County	Supplier
Recommend technology solutions that best meets business needs		✓
Maintain policies and procedures		✓
Manage/track service orders		✓
Maintain equipment redeployment policies	✓	
Procure assets		✓
Configure (hardware, software) computers prior to installation		✓
Install assets		✓
Terminate, dispose of, relocate assets as needed		✓
Track hardware assets (user, location, asset id, finances)		✓
Maintain asset/parts inventory		✓
Report on inventory as needed		✓
Maintain software license management policies	✓	✓
Maintain supported software portfolio(images)	✓	✓
Track enterprise software assets (user, location, asset id, finances)		✓
Maintain software product inventory as needed		✓
Maintain detailed procedures to ensure low-risk migration/upgrade with minimal County effort		✓
Determine and document software upgrade conversion requirements for "3 rd party" application software		✓
Test new releases of supported software to ensure conformance with County service level requirement		✓
Install new releases of supported software		✓
Initialize desktop devices, as needed, in conjunction with migration/upgrade		✓
Verify desktop is fully functional following migration/upgrade		✓

14. Personal Computers	County	Supplier
Provide technical assistance during conversion as requested		✓
Install application software as needed		✓
Manage desktop computing hardware and software to optimize service levels and minimize County resource requirements		✓
Maintain change requirements (PC, workstation, operating system, Application software)	✓	✓
Determine change cost and impact		✓
Maintain data to support change management meetings		✓
Perform quality control	✓	✓
Record, log, prioritize, assign severity, monitor progress and resolve (if, possible) problem calls while on the phone		✓
Provide preventative and predictive maintenance		✓
Coordinate with third party hardware and software Suppliers to resolve problems/issues		✓
Provisioning warranty service and claims processing		✓
Materials ordered and dispatched, if necessary		✓
Change management (install, moves, adds, changes) in accordance with SOPs		✓
Establish minimum pc standards for basis of refresh	✓	
Identify pool of machines eligible for refresh		✓
Providing component repair/replacement administration		✓
Route ticket to Level 2 and/or Level 3 support if needed		✓
Close problem ticket in accordance with approved procedures		✓
Record, log, prioritize, assign severity, monitor progress and resolve (if, possible) problem calls while on the phone		✓
Perform a site survey prior to beginning any hardware installation or move activities, ensuring correct space requirements, correct power and network access are present and active		✓

14. Personal Computers	County	Supplier
Leave the user's workspace in a clean, organized condition when completing a work order at a County user's desk.		✓

Exhibit C

Charges

Pricing is as indicated below.

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
Personal Computer Services	\$1,435,213.15	\$1,411,012.21	\$1,411,012.21	\$1,411,012.21	\$1,411,012.21

Termination for Convenience Fee Matrix

Service Description	Year 1	Year 2	Year 3	Year 4	Year 5
Personal Computer Services	\$176,913.59	\$176,913.59	\$176,913.59	\$176,913.59	\$176,913.59

If the contract is terminated for convenience, the County will pay the amount of severance costs for those employees who are not hired by the County or retained by Atos Origin, not to exceed the amount described in the TFC fee matrix listed above.

The TFC fee for early termination shall be calculated on an annual contract year basis and will apply regardless of the month in which the contract is terminated.

Change in Scope/Volume Adjustment

If the number of PCs changes from the baseline by 15% or more, a change order may be initiated.

Assumptions

All consumables and parts required for repair will be purchased by the County.

Cost of Living Adjustment

The parties agree that commencing on the "Service Agreement Commence date", any fees payable under this Service Agreement will be increased annually by a Cost of Living Adjustment (COLA) amount. The parties agree that the annual cost of living adjustment will be set to match the Lee County annual cost of living adjustment point for point. This annual COLA and it's match to Lee County COLA will continue for the duration of the contract term, including any extensions to this Service Agreement.

Exhibit D

Service Level Information for Personal Computer Services

Personal Computers

1. Installations/Moves/Adds/Changes (IMAC)

Objective: To monitor the requests for services in the desktop environment and to ensure that the Service Provider completes these requests in a timely, efficient, and effective manner.

Definition: An IMAC Request in the desktop environment is any installation, modification, addition or change that will ultimately alter or affect the desktop environment. An IMAC Deliverable is a deliverable, which Service Provider agrees to provide on the IMAC Delivery Date in response to an IMAC Request. In the delivery of any IMAC Deliverable, the Service Provider will protect the environment from changes that are potentially disruptive or have unacceptable risk associated with them. The management of IMAC Requests and IMAC Deliverables is an ongoing process of communicating, coordinating, scheduling, monitoring, and controlling modifications to the environment.

Method: Data Capture: All County requests as well handled according to the change management process. All changes/requests are tracked with an automated tracking system for follow-up assessment.

Metrics:

Values	Description
Minimum Service Level	90% of all IMAC Requests will be performed within 16 business hours.

Indicator: Quality

Responsibility: Service Performance: Service Provider responsible for providing Desktop Environment Change Reports

Period: Monthly

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed Report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County IT Director request on thirty (30) days notice.

2. PC Repair (Break/Fix)

Objective: To ensure that repairs are completed in a timely and orderly manner such that end-users may resume their duties as quickly as possible.

Definition: A reactive maintenance activity required to repair and/or replace a piece of equipment or its components and or software. The service level is measured in terms of overall time to repair (including verification).

A **PC Repair Ticket** is a ticket that relates to the repair and/or replacement of a worn, defective, inoperative, or non-functional component or software of a PC. A **PC Repair Ticket Opening Time** is the date-specific time the Help Desk promptly opens and assigns a numbered PC Repair Ticket based on a specific user request. The **PC Repair Ticket Closing Time** is the date-specific time on which all of the following conditions have been met: (a) The repair or replacement has been performed; (b) Help Desk has called the user and confirmed that the repair or replacement has been completed satisfactorily; and (c) the Help Desk has closed the ticket in the Problem Management system (said closing not to occur prior to confirmation with the requesting user). The **PC Repair Ticket Completion Time** is the elapsed number of business hours calculated as the difference between the PC Repair Ticket Closing Time and the PC Repair Ticket Opening Time.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the PC Repair reports.

Metrics:

Values	Description
Minimum Service Level	95% of all PC Repair Ticket Completion Time are completed in 8 business hours or less.
Increased Impact Level	No more than 5% of all PC Repair Ticket Completion Times are completed greater than 16 business hours.

Indicator: Critical

Responsibility: Service Performance: Service Provider responsible for providing PC Repair Reports

Period: Monthly

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed Report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County IT Director request on thirty (30) days notice.

3. Peripheral Repair

Objective: To ensure that repairs are completed in a timely and orderly manner such that end-users may resume their duties as quickly as possible.

Definition: A reactive maintenance activity required to repair and/or replace a piece of equipment or its components and or software. The service level is measured in terms of overall time to repair (including verification).

A **PC Peripheral Repair Ticket** is a ticket that relates to the repair and/or replacement of a worn, defective, inoperative, or non-functional component or software of a PC Peripheral.

A **PC Peripheral Repair Ticket Opening Time** is the date-specific time the Help Desk promptly opens and assigns a numbered PC Peripheral Repair Ticket based on a specific user request. The **PC Peripheral Repair Ticket Closing Time** is the date-specific time on which all of the following conditions have been met: (a) The repair or replacement has been performed; (b) Help Desk has called the user and confirmed that the repair or replacement has been completed satisfactorily; and (c) the Help Desk has closed the ticket in the Problem Management system (said closing not to occur prior to confirmation with the requesting user).

The **PC Peripheral Repair Ticket Completion Time** is the elapsed number of business hours calculated as the difference between the PC Peripheral Repair Ticket Closing Time and the PC Peripheral Repair Ticket Opening Time.

Method: Data Capture: The Service Provider will develop a repository of the information to produce the PC Peripheral Repair reports.

Metrics:

Values	Description
Minimum Service Level	95% of all peripheral repairs are completed within eight (8) business hours of the reported problem.

Indicator: Quality

Responsibility: Service Performance; Service Provider responsible for providing PC Peripheral Repair Reports

Period: Monthly

Report: Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed Report template to County IT Director for review and approval. County IT Director shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County IT Director request on thirty (30) days notice.

Critical – Service Level Name	Critical – Service Level Metric	Priority	Weight %
Personal Computers			
PC Repair (Break/Fix)	95% of all PC repairs are completed within eight (8) business hours of the reported problem	5	8

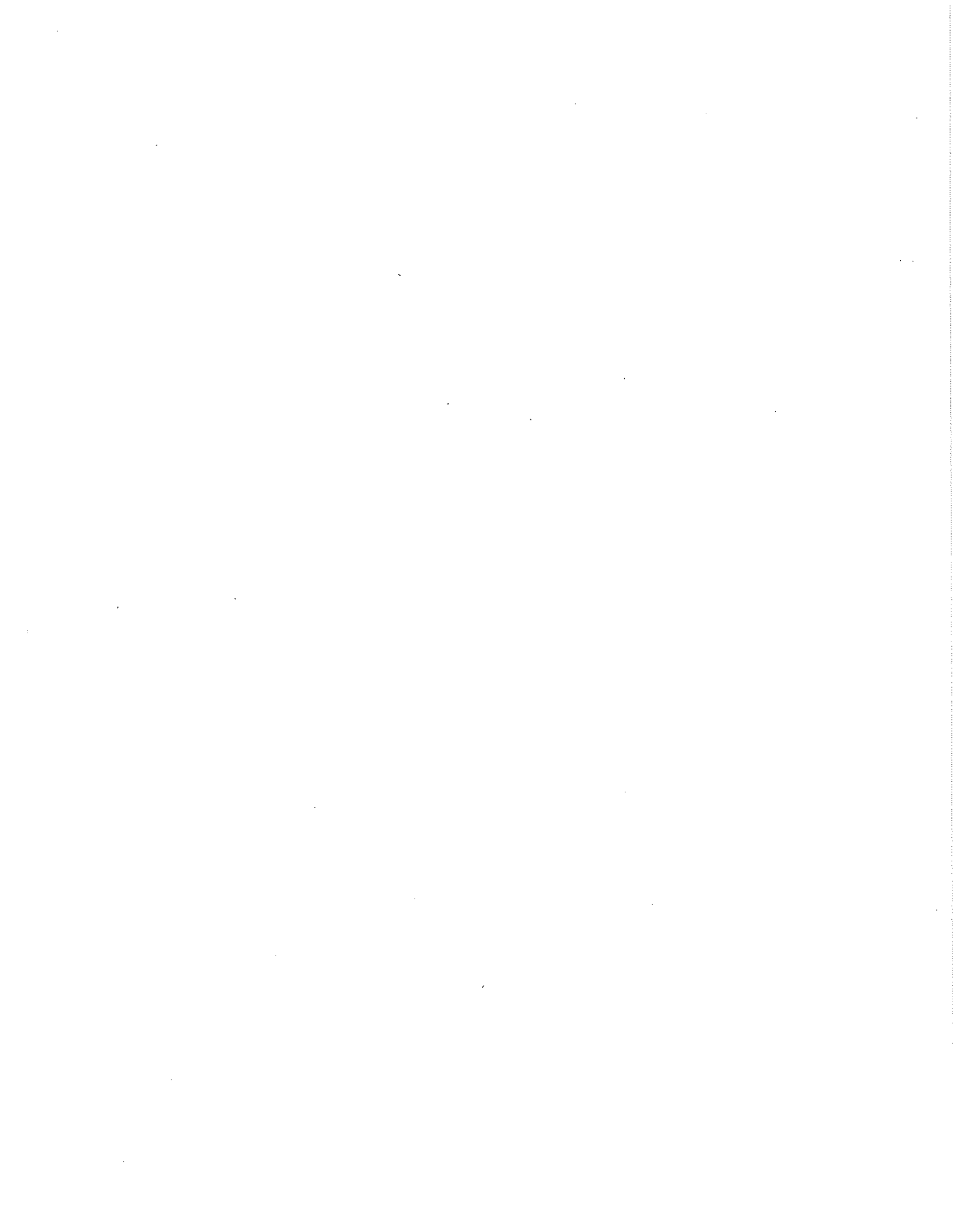


Exhibit E

Termination/Expiration Assistance

Upon notification by County of intent to terminate the Master Agreement or this Service Agreement, Service Provider will provide the services required, within the then current Services resources, to provide the County their historical data and the current/pending data, including but not limited to: Procedures Manual that includes the Service Provider's current organizational chart and staffing levels; all processes and procedures; process schedules such as batch, print, and backups; security schemas and profiles; network information contained in the network/telecom tools including configurations, topologies, inventories, and activity volumes (IMAC); project information contained in project management software including percentage completion, estimated resources required for completion, project scope, specification, project solution design and project budget; version control information regarding application software libraries and licenses; historical County users satisfaction survey information; ticket history and current open help desk tickets; call volume history,; addressing information; server history; *server configuration and resource utilization history that resides in each of the in-scope systems and devices in an industry standard electronic format with a full file layout.* Any additional Termination/Expiration Assistance requested by the County that is not included within the scope of the then current Services, that will cause the Service Provider to incur additional direct costs, will be quoted to the County in a reasonable timeframe to allow for a timely completion of the Termination/Expiration activities.

Upon termination of the Master Agreement or this Service Agreement, the Service Provider will remove the Service Provider software in such a manner that ensures the applicable County's system(s) remains operational after removal.



LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

(239) 533-5450

Cecil L. Pendergrass
District Two

December 11, 2012

Larry Kiker
District Three

Tammy Hall
District Four

Frank Mann
District Five

Doug Meurer
*Interim County
Manager*

Michael D. Hunt
County Attorney

Diana M. Parker
*County Hearing
Examiner*

Mr. Clint Dean
Atos IT Solutions and Services, Inc.
1650 Highway 6 South Suite 200
Sugarland, TX 77478

**SUBJECT: RFQ-09-09 IT & TELECOMMUNICAITON
OUTSOURCING SERVICES**

ENCLOSURE: CHANGE ORDER

Dear Mr. Dean:

Enclosed is your executed copy of Change Order # 1 for the project known as
"Audio/Video Support".

If you should have any questions, please give me a call.

Sincerely,

PROCUREMENT MANAGEMENT

Robert D. Franceschini

Robert D. Franceschini
Director

LEE COUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order
 Supplemental Task Authorization

NO.: 1

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$50,000 or Approval by the County Manager for Expenditures Between \$50,000.01 and \$100,000 or Approval by the Board of County Commissioners for Expenditures over \$100,000)

PRIMARY CONTACT: Clint Dean

CONTRACT NAME: IT & Telecommunication Outsourcing Services

PROJECT NAME: Audio / Visual Support

CONSULTANT: Atos IT Solutions and Services, Inc PROJECT NO.: _____

SOLICIT NO.: RFQ-09-09 CONTRACT NO.: 4999 ACCOUNT NO. _____

LEE COUNTY PM: Jim Desjarlais DATE OF REQUEST: 10/29/2012

FISCAL STAFF: _____

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "CO/STA-A" SCOPE OF PROFESSIONAL SERVICE: DATED: 10/29/2012

EXHIBIT "CO/STA-B" COMPENSATION & METHOD OF PAYMENT: DATED: 10/29/2012

EXHIBIT "CO/STA-C" TIME AND SCHEDULE OF PERFORMANCE: DATED: _____

EXHIBIT "CO/STA-D" CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: _____

EXHIBIT "CO/STA-E" PROJECT GUIDELINES AND CRITERIA DATED: _____

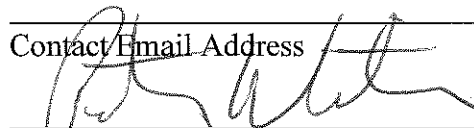
It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

Name of Contractor (Print Name)

Date Accepted

Contact Email Address

Contact Phone Number



County Manager Signature

12-10-12

- CHANGE ORDER AGREEMENT No. 1
or
 SUPPLEMENTAL TASK AUTHORIZATION No. _____

EXHIBIT "CO/STA-A"

Date: _____

SCOPE OF PROFESSIONAL SERVICES

for Audio/Visual Support

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, or Service Provider Agreement, referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized:

Services

Audio / Visual Support Services

The Service Provider will provide support services for audio/visual systems owned by the County and in use on County property. Warranty and maintenance repair services for these assets are also included.

Additional audio/visual systems may be implemented for County use in accordance with the County's budget process and hardware acquisition procedures and schedules developed during planning cycles. The Service Provider and the County will work together to establish hardware and software standards that will be adhered to for all future acquisitions.

Hardware refresh will be handled as a project; all hours will be tracked and deducted from the County's existing in-scope project hour allocation or will be purchased by the County as out-of-scope project hours.

The following County sites are covered under this support agreement. See the attached inventory report for a list of supported items. Only items in the following locations are supported.

Old Courthouse

The Old Courthouse is the location of the primary meeting room for the Board of County Commissioners. There are two main AV functions in this room. First, the equipment in this room is focused on providing the ability to broadcast the meetings to the internet and LeeTV. Second, at the speaking podium there are laptop inputs which can be used for presentations which are projected onto a large screen.

Admin East Building

The Admin East Building has supported AV systems on the first, third, fifth and sixth floors.

On the first floor there are two large common use conference rooms. Room 118 is the larger of the two and is designed to have large meetings with a projection screen and two flat screen monitors that can be adjusted for audience viewing. This room also has the ability to broadcast meetings to the County's Public Resources department which can then stream them directly on LeeTV and/or the Internet. The system in this room has over 60 pieces of hardware to make the system function properly. It has video conferencing and broadcasting equipment integrated together. Multiple individuals can share their laptops on the screen, monitors or broadcast television. There are 13 high-end wireless microphones that also tie into the system that are amplified within the room and for broadcast. The system is tied together using a combination of Extron and Crestron equipment including wireless touch screen interfaces housed within two full size racks.

The Green room is the smaller room on the first floor and has similar capabilities to Room 118 without the broadcasting function. The main purpose of this system is for playback of media and laptops using Crestron equipment to control the system and provide audio to the speakers and video monitors within the room via a wireless controller.

On the three other floors, there are smaller presentation systems in conference rooms that use Crestron equipment. They accept inputs from laptops and other media and display the video and playback audio through speakers. The rooms also use the same wireless Crestron Controller that is used in the other supported systems throughout the building.

Emergency Operations Center

The new Emergency Operations Center tightly integrates technology and AV into the facility. In addition to AV and video conferencing, it also integrates with security, access control, HVAC and lighting systems.

The main situation room is considered the hub of facility. The AV system can display almost every function available on its video wall located in the front of the room. This room has the ability to display any information locally or remotely via a PC or wireless device. It includes video conferencing that can interface with most State and Federal agencies. Presentations can be displayed on the system or distributed throughout the facility. The system also has a calendar of events or urgent status updates that can be displayed throughout the facility.

In two of the breakout rooms, there are video conferencing systems. These systems also allow laptop and other media inputs to monitors within those rooms.

Media outlets can bring their vehicles and capture live footage from outside the situation room or capture a direct feed from the video wall. Within the pressroom, County officials can interact with the Media without them interfering with activities inside the situation room. There is a podium and presentation system for press releases and/or presentations. The media has four AV connections directly linked to a pedestal outside the facility to feed the mobile units directly OR they can use broadcast transmitters mounted on the outside of the facility that creates a direct link to their stations.

This site also has numerous surveillance cameras in place that are integrated with AV system. This integration will be supported. The cameras and their operation are not included in this scope.

LeeTran

The new LeeTran facility is designed to be a backup site for the new EOC and thusly the AV systems have been designed to integrate and support one another. This building will have a large training facility that will also be used by state and federal transportation agencies. There are at least 12 areas that will have training and/or video conferencing systems. These systems will have the ability to support PC's and audio/video solutions. The larger rooms will have complete presentation solutions with podiums and DVD playback.

There is a large meeting area planned in this facility for public meetings. The system here will be able to record and/or stream meetings live to the Internet and LeeTV.

This site also has numerous surveillance cameras in place that are integrated with AV system. This integration will be supported. The cameras and their operation are not included in this scope.

North Fort Myers Community Center

This facility has two large multi-purpose meeting rooms. These rooms have large projectors and audio systems that support both meetings and activities.

Near the entrance of the building, a PC training room has a podium that supports PC's along with audio/video inputs displayed on a projector. This system also supports full multimedia playback.

Additionally there is a game room that has several gaming systems such as Xbox, Wii, etc. Additionally there is a unique speaker system in place that limits the audio to the area with the gaming console that is being used. When you are in this audio zone, the audio can be heard very clearly but if you step out of this zone the audio instantly disappears.

Lastly there is a fitness room with several monitors and audio options to choose from while exercising.

Downtown Library

The new library has several training rooms that support pc and multimedia capture and playback. One of the largest rooms can be broken down into five sections. Each section can host an independent training session or they all can be tied together to form one large multimedia room.

Additionally, the library will have concerts, movie nights, etc and the facility is wired to support these events.

The outside pathways and stage will be able to playback audio from the system or the individuals can bring their own amplification systems.

Service Provider Staff Availability: 8am – 5pm Monday thru Friday

- Summary of Activities:**
- Maintain inventory database of supported devices/systems
 - Work with County to establish refresh schedule
 - Recommend technology standards
 - Provide preventative and predictive maintenance
 - Coordinate with third party hardware and software Service Providers to resolve problems/issues
 - Provision warranty service and claims processing
 - Materials ordered and dispatched, if necessary
 - Change management (install, moves, adds, changes) in accordance with standard operating procedures
 - Quality reviews - follow up

- Process Outputs:**
- Standard, monthly service level attainment reports
 - Asset Tag and Equipment Inventory Report (if applicable)

Responsibilities Matrix for Personal Computers

Task	County	Supplier
Recommend technology solutions that best meets business needs		✓
Maintain policies and procedures		✓
Manage/track service orders		✓
Procure assets		✓
Work with Service Providers to coordinate installations		✓
Terminate, dispose of, relocate assets as needed		✓
Track hardware assets (user, location, asset id, finances)		✓
Maintain asset/parts inventory		✓
Report on inventory as needed		✓
Retain software maintenance agreements	✓	

Retain hardware maintenance agreements	✓	
Maintain detailed procedures to ensure low-risk migration/upgrade with minimal County effort		✓
Verify system is fully functional following migration/upgrade		✓
Provide technical assistance during conversion as requested		✓
Manage County A/V resources to optimize service levels and minimize County resource requirements		✓
Perform quality control	✓	✓
Record, log, prioritize, assign severity, monitor progress and resolve (if, possible) problem calls while on the phone		✓
Provide preventative and predictive maintenance		✓
Coordinate with third party hardware and software Suppliers to resolve problems/issues		✓
Coordinate with third party Suppliers for installations, moves, adds, changes		✓
Provisioning warranty service and claims processing		✓
Materials ordered and dispatched, if necessary		✓
Change management (install, moves, adds, changes) in accordance with SOPs		✓
Establish minimum standards for basis of refresh	✓	
Identify pool of devices eligible for refresh		✓
Providing component repair/replacement administration		✓
Route ticket to Level 2 and/or Level 3 support if needed		✓
Close problem ticket in accordance with approved procedures		✓
Record, log, prioritize, assign severity, monitor progress and resolve (if, possible) problem calls while on the phone		✓
Perform a site survey prior to beginning any hardware installation or move activities, ensuring correct space requirements, correct power and network access are present and active		✓
Leave the user's workspace in a clean, organized condition when completing a work order at a County user's desk.		✓

*Attach additional pages, if needed.

CHANGE ORDER AGREEMENT No. 1

Or

SUPPLEMENTAL TASK AUTHORIZATION No.

EXHIBIT "CO/STA-B"

Date:

COMPENSATION AND METHOD OF PAYMENT

for

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Audio / Video Support Services	\$8133 per month	LS	
TOTAL		\$97,596.00		

(Unless list is continued on next page)

Khan, Diana

From: Franceschini, Robert
Sent: Friday, December 07, 2012 8:23 AM
To: Khan, Diana
Cc: Desjarlais, James; Dean, Clint; Skweir, Michael
Subject: FW: A/V Change Order
Attachments: Change_Order_STA_Exhibit_B.doc; coexh_a.doc; New CO-STA form.docx

Diana...

Would you please enter this into WebQA for processing upon your return on Monday...thanks.

B

Robert D. Franceschini, C.P.M., CPPB
Procurement Director
Division of Procurement Management
P - 239-533-5457
F - 239-485-5460
rfranceschini@leegov.com

Join our online public forum at www.leecountytownhall.com

From: Desjarlais, James
Sent: Thursday, December 06, 2012 2:42 PM
To: Franceschini, Robert
Cc: Dean, Clint; Skweir, Michael
Subject: FW: A/V Change Order

Bob,

This is for a change order to the Atos Contract for 1 year of audio/ visual support for Admin East, New EOC, new Lee Tran facility, old courthouse and the new Fort Myers library. Would like to have it in place when we open the new EOC. If you want to discuss, just give me a shout.

Thanks,
Jim

Jim Desjarlais
IT Director, Lee County Government
PO Box 398
Fort Myers, FL 33902
239-533-2221

From: Dean, Clint
Sent: Wednesday, October 31, 2012 9:02 AM
To: Desjarlais, James
Subject: A/V Change Order

Jim,

Attached for your review are the new change order documents that we'll need to submit for the A/V support.

Thanks!

Clint Dean

Information Technology

Phone: (239)-533-7310

Mobile: (239)-822-0025

Email: cdean@leegov.com or clint.dean@atos.net

[Click here to rate our service.](#)

Please note: Florida has a very broad public records law. Most written communications to or from County Employees and officials regarding County business are public records available to the public and media upon request. Your email communication may be subject to public disclosure.

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

LEECOUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order
 Supplemental Task Authorization

NO.: 2

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$50,000 or Approval by the County Manager for Expenditures Between \$50,000.01 and \$100,000 or Approval by the Board of County Commissioners for Expenditures over \$100,000)

PRIMARY CONTACT: David Evans

CONTRACT NAME: IT & Telecommunication Outsourcing Services

PROJECT NAME: MyCity Cockpit Dashboard

CONSULTANT: Atos IT Solutions and Services, Inc PROJECT NO.: _____

SOLICIT NO.: RFQ-09-09 CONTRACT NO.: 4999 ACCOUNT NO. _____

LEE COUNTY PM: Jim Desjarlais DATE OF REQUEST: 6/26/2015

FISCAL STAFF: _____

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "CO/STA-A" SCOPE OF PROFESSIONAL SERVICE: DATED: 6/26/2015

EXHIBIT "CO/STA-B" COMPENSATION & METHOD OF PAYMENT: DATED: 6/26/2015

EXHIBIT "CO/STA-C" TIME AND SCHEDULE OF PERFORMANCE: DATED: _____

EXHIBIT "CO/STA-D" CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: _____

EXHIBIT "CO/STA-E" PROJECT GUIDELINES AND CRITERIA DATED: _____

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

Atos IT Solutions and Services, Inc
Name of Contractor (Print Name)

6/26/2015
Date Accepted

David.Evans@atos.net
Contact Email Address

(828) 200-5126
Contact Phone Number

CHANGE ORDER AGREEMENT No. 2

or

SUPPLEMENTAL TASK AUTHORIZATION No. _____

EXHIBIT "CO/STA-A"

Date: 6/26/2015

SCOPE OF PROFESSIONAL SERVICES

for MyCity Cockpit SaaS Services

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, or Service Provider Agreement, referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized:

Services

MyCity Cockpit SaaS Support Services

The Service Provider will provide hosting, MyCity Cockpit Software and support services for the Lee County MyCity Cockpit. Hosting fee provided includes capacity for all Lee County Data Sources for Internal use. Support hours which may be needed to troubleshoot or correct errors with the portal have also been included.

Service Provider Staff Availability: 8am – 5pm Monday thru Friday

- Summary of Activities:**
- Hosting of Lee County MyCity Cockpit in Microsoft Azure
 - Hosting Period from July 1st to Dec 31st 2015
 - Includes required Microsoft Dynamics Licencing, MyCity Cockpit Portal Licencing

Responsibilities Matrix for Personal Computers

Task	County	Supplier
Maintain policies and procedures	✓	
Manage/track service orders		✓
Maintain detailed procedures to ensure low-risk migration/upgrade with minimal County effort		✓
Verify system is fully functional following migration/upgrade		✓
Perform quality control	✓	✓
Record, log, prioritize, assign severity, monitor progress and resolve (if, possible) problem calls while on the phone when possible		✓
Provide preventative and predictive maintenance		✓
Coordinate with third party hardware and software Suppliers to resolve problems/issues		✓
Route ticket to Level 2 and/or Level 3 support if needed		✓
Close problem ticket in accordance with approved procedures		✓

*Attach additional pages, if needed.

CHANGE ORDER AGREEMENT No. 2

Or

SUPPLEMENTAL TASK AUTHORIZATION No. —

EXHIBIT "CO/STA-B"

Date: 6/26/2015

COMPENSATION AND METHOD OF PAYMENT

for

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation on LS or NTE	If Applicable Indicate (W.I.P.P.)
1	MyCity CockPit SaaS Services	\$7,000 per month	LS	
TOTAL		\$42,000	6 Months July-Dec 2015	

(Unless list is continued on next page)

LEECOUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order
 Supplemental Task Authorization

NO.: 3

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$50,000 or Approval by the County Manager for Expenditures Between \$50,000.01 and \$100,000 or Approval by the Board of County Commissioners for Expenditures over \$100,000)

PRIMARY CONTACT: David Evans

CONTRACT NAME: IT & Telecommunication Outsourcing Services

PROJECT NAME: MyCity Cockpit Department Expansion

CONSULTANT: Atos IT Solutions and Services, Inc PROJECT NO.: _____

SOLICIT NO.: RFQ-09-09 CONTRACT NO.: 4999 ACCOUNT NO. _____

LEE COUNTY PM: Jim Desjarlais DATE OF REQUEST: 6/26/2015

FISCAL STAFF: _____

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "CO/STA-A" SCOPE OF PROFESSIONAL SERVICE: DATED: 6/26/2015

EXHIBIT "CO/STA-B" COMPENSATION & METHOD OF PAYMENT: DATED: 6/26/2015

EXHIBIT "CO/STA-C" TIME AND SCHEDULE OF PERFORMANCE: DATED: _____

EXHIBIT "CO/STA-D" CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: _____

EXHIBIT "CO/STA-E" PROJECT GUIDELINES AND CRITERIA DATED: _____

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

Atos IT Solutions and Services, Inc
Name of Contractor (Print Name)

06/26/2015
Date Accepted

David.evans@atos.net
Contact Email Address

(828) 200-5126
Contact Phone Number

- CHANGE ORDER AGREEMENT No. 3
or
 SUPPLEMENTAL TASK AUTHORIZATION No. _____

EXHIBIT "CO/STA-A"

Date: _____

SCOPE OF PROFESSIONAL SERVICES

for MyCity Cockpit Expansion

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, or Service Provider Agreement, referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized:

Services

MyCity Cockpit Department Onboarding Support Services

The Service Provider will consult with two or more Lee County Departments (Risk Management and Public Safety) as directed by CIO for the onboarding of department data and the creation of MyCity KPI Cockpit Dashboard Reporting Portal. Consulting services for the projects will be begin immediately after contract signature and will not exceed \$50,000.

After initial requirements gathering with the departments the Service Provider will provide to the County a written statement of work to include a description of the effort to be performed for the Department, project schedule and estimated cost.

In order to manage the budget the Service Provider will provide weekly reports to the County of the actual hours/cost and an estimate to complete. Additionally, project management will be provided utilizing our existing methodology. A SharePoint intranet site will be established for aggregation of all project data and reports.

Reporting on all charges accrued will be closely monitored by all parties and reported on a weekly bases along with a project progress report. Invoicing will be done monthly based upon actuals.

Service Provider Staff Availability: 8am – 5pm Monday thru Friday

Summary of Activities:

- Expansion of the MyCity Cockpit to include **two or more** Lee County departments (budget permitting)

Responsibilities Matrix for Personal Computers

Task	County	Supplier
Maintain policies and procedures	✓	
Manage/track service orders		✓
Maintain detailed procedures to ensure low-risk migration/upgrade with minimal County effort		✓
Verify system is fully functional following migration/upgrade		✓
Perform quality control	✓	✓
Record, log, prioritize, assign severity, monitor progress and resolve (if, possible) problem calls while on the phone when possible		✓
Provide preventative and predictive maintenance		✓
Coordinate with third party hardware and software Suppliers to resolve problems/issues		✓
Route ticket to Level 2 and/or Level 3 support if needed		✓
Close problem ticket in accordance with approved procedures		✓

*Attach additional pages, if needed.

CMO:025
09/25/01

CHANGE ORDER AGREEMENT No. 3

Or

SUPPLEMENTAL TASK AUTHORIZATION No. —

EXHIBIT "CO/STA-B"

Date:

COMPENSATION AND METHOD OF PAYMENT

for

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	MyCity CockPit Department Expansion	\$50,000	NTE	
TOTAL		\$50,000		

(Unless list is continued on next page)

- CHANGE ORDER AGREEMENT No. _____
- or
- SUPPLEMENTAL TASK AUTHORIZATION No. _____

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the CHANGE ORDER or AGREEMENT, Exhibit "CO/STA-A", the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit "B" of the Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation In the Basic Agreement	Adjustment(s) by Previous CO or STA Nos. _____	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
TOTAL					

Supporting Documentation

Included are screenshots from the MyCity Cockpit Animal Services, Budget and Permitting data. They represent just a few of the ways the data can be filtered and represented.

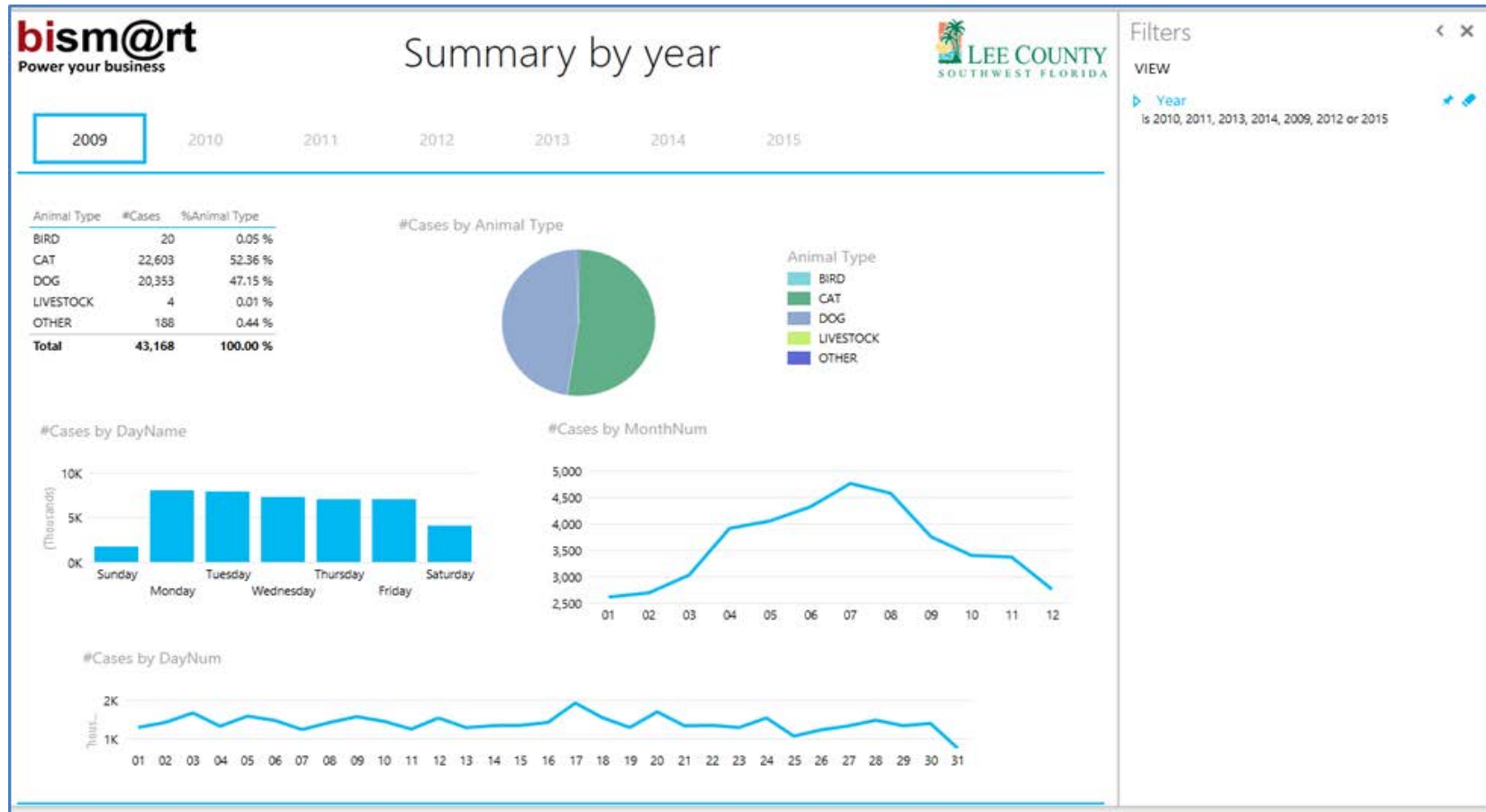


Figure 1-Animal Services data charting the number of cases and types of animals by year (2009).

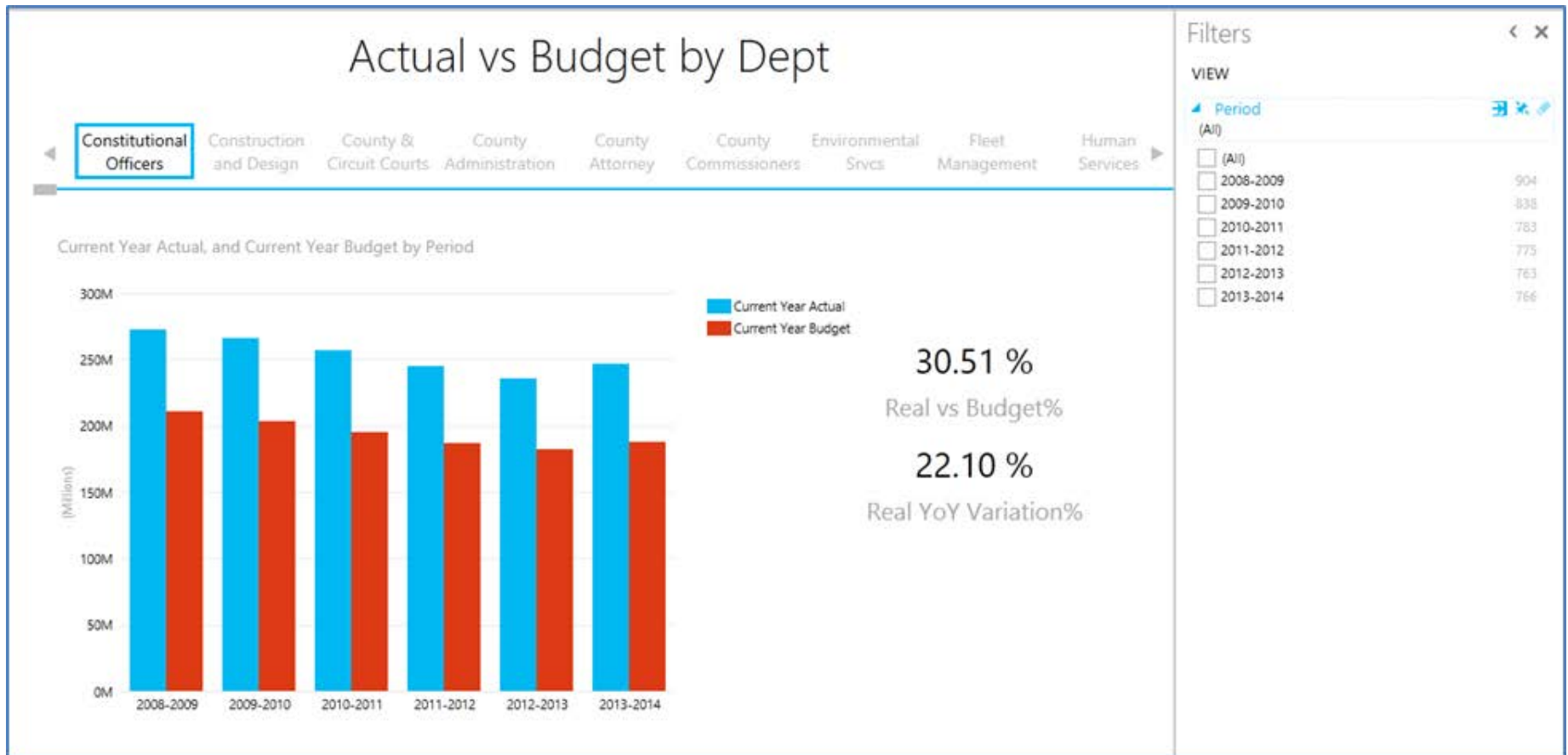


Figure 2-Actual vs budget for the Constitutional Officers for by year (2008-2014).

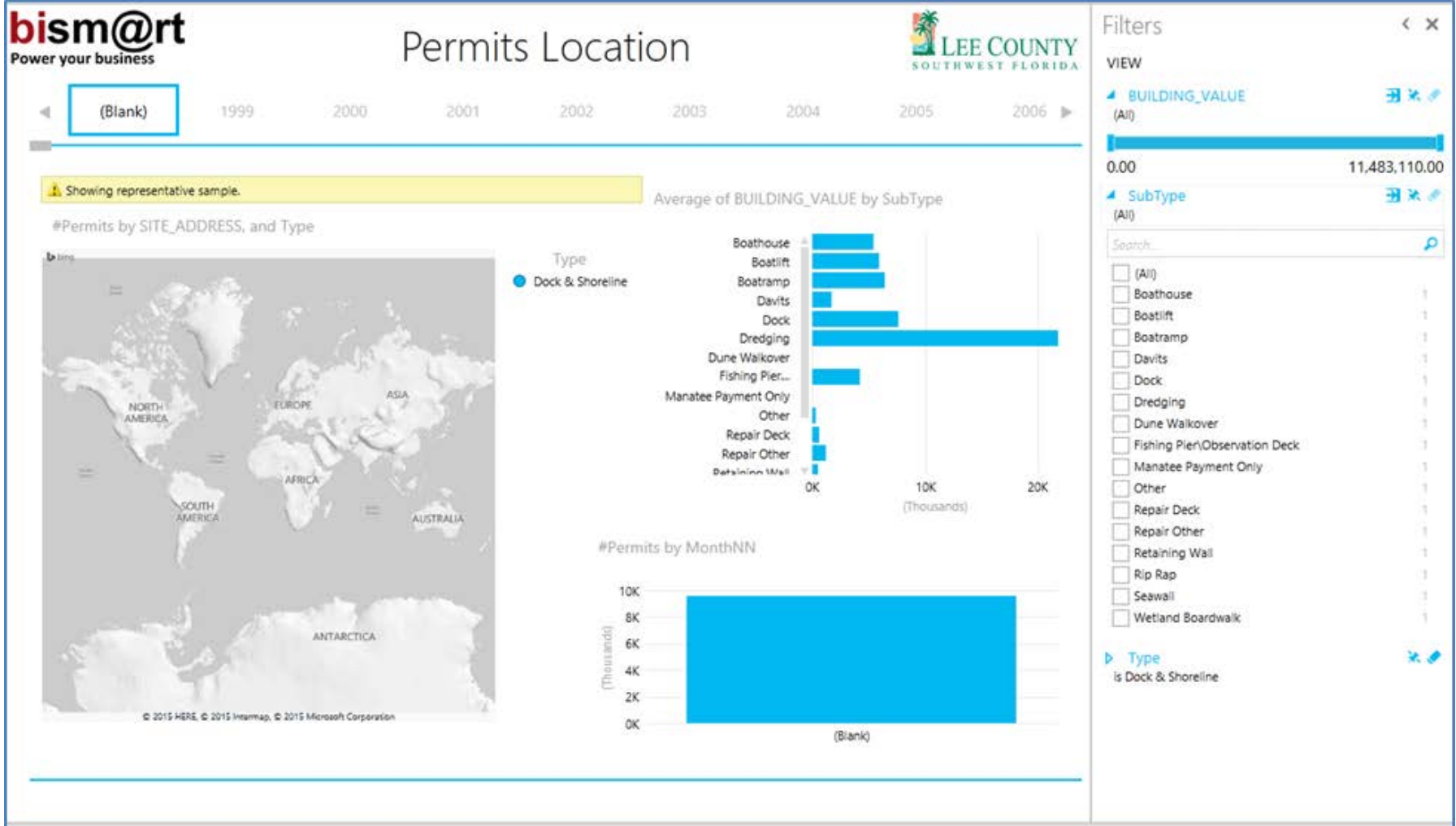
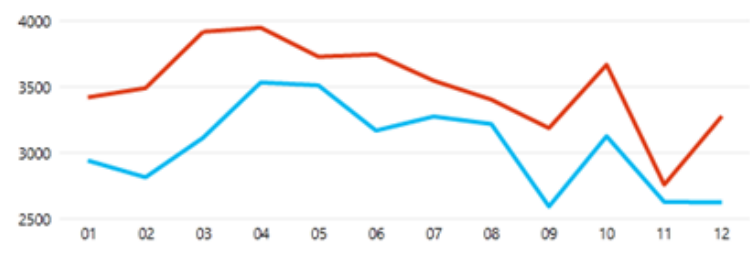


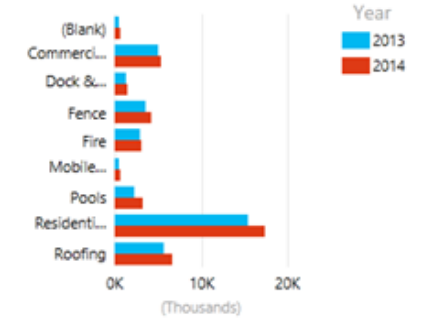
Figure 3-Data for dock and shoreline permits across all building values and years with mapping overlay.

Time Line Evolution Compare

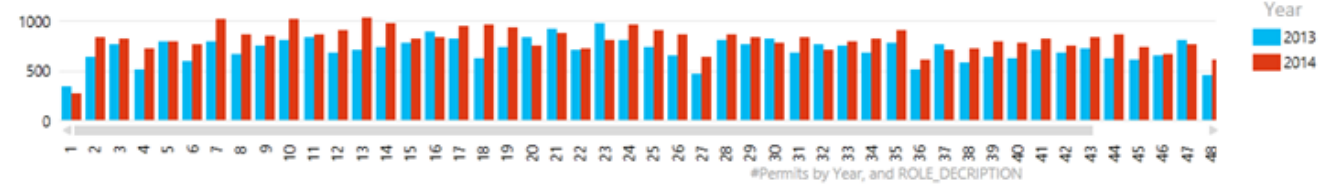
#Permits by MonthNN, and Year



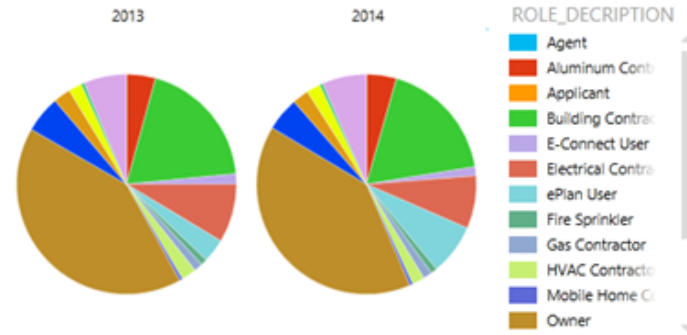
#Permits by Type, and Year



#Permits by Week, and Year



#Permits by Year



Filters

VIEW

- BUILDING_VALUE (All) [0.00 to 150,000,000.00]
- SubType (All)
- Type (All)
 - (All)
 - (Blank) 1
 - Commercial Building Permit 29
 - Dock & Shoreline 16
 - Fence 2
 - Fire 24
 - Mobile Home/RV 3
 - Pools 7
 - Residential Building Permit 21
 - Roofing 13
- Year is 2014 or 2013

Figure 4-All permitting data charted across all building values for years 2013 and 2014.

Blue Sheet No. 20150419	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 21
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TITLE:
Library 2015-2018 Strategic Plan

ACTION REQUESTED:
Approve the Library 2015-2018 Strategic Plan allowing it to be submitted to the State Library Division.

FUNDING:
No Funding Required

No Budget Implications

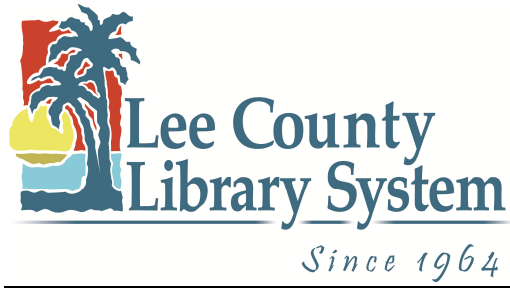
WHAT ACTION ACCOMPLISHES:
Approval of the Library 2015 – 2018 Strategic Plan will allow the Library to submit the Plan to the State of Library Division. To be eligible for the State Aid to Libraries Grant, which is likely to be in excess of \$700,000 this year, the applicant shall have on file with the State Library Division a copy of their strategic plan as approved by the Library’s governing body on or before October 1, 2015.

MANAGEMENT RECOMMENDATION:
Approval

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-3-17 <input checked="" type="checkbox"/> Other Grant Requirement	Commissioner: All Department: LIBRARY Division: No Divisions By: John Nicholson

Background:

Required Review:					
Sheldon Kaye	Mark A. Trank	Thelma Davis	Peter Winton	Christine Brady	
LIBRARY	County Attorney	Budget Analyst	Budget Services	County Manager	



2015 – 2018 Strategic Plan

Core Purpose: Strengthening our community by informing and enriching individuals.

Core Values:

- Ensure equal and open access.
- Defend intellectual freedom and the right to privacy.
- Ensure that an individual's economic status does not deter library use.
- Commit to meeting customer needs.
- Foster a climate of mutual respect and trust.
- Value and support individual initiative.
- Promote cooperation, collaboration and connections.
- Promote reading and life-long learning.
- Practice financial accountability.
- Support the county's vision, mission and values.

BHAG: To be valued by everyone as indispensable in providing connections between the community, its people and resources.

GOALS, OBJECTIVES and STRATEGIES

Goal Area: Services and Resources

Goal Statement: The library system is dynamic providing resources, programs and services relevant to the community.

Objective 1: Ensure the relevancy of library collections.

- Use available collection analysis tools to assess the relevance of library collections.
- Provide relevant staff members with training in the use of collection development tools.
- Investigate demands and trends to meet needs of both users and potential users.
- Implement appropriate changes to current practices based on results of demands and trends investigation.
- Ensure appropriate allocation of the materials budget.

Objective 2: Provide opportunities for interactions that meet community needs.

- Meet community needs for use of library facilities by individuals and groups.
- Communicate to the public opportunities to use library facilities.

Objective 3: Provide opportunities for interactions between the library and the community.

- Develop the image of LCLS as a source of high quality, free programs for the community.
- Use feedback and data to review and improve programs to better meet the community needs.
- Foster community partnerships to become an engaged library.
- Participate in community outreach activities and increase library presence in the community

Objective 4: Support a high quality staff dedicated to maximizing use of library resources, programs and service.

- Provide staff members with appropriate training to meet the needs of their position.
- Provide staff members with opportunities to participate in community outreach and partnership activities.
- Provide staff members with opportunities to suggest and implement new initiatives.
- Develop new metrics by educating staff in measuring outcomes in addition to counting activities.

Objective 5: Ensure library finances support organizational purposes.

- Use available metrics to support the allocation of funds for resources, programs and services.
- Use available metrics to support the allocation of funds for library locations.

Goal Area: Marketing and Communications

Goal Statement: The community is aware of, understands and values the resources, programs and services provided by the library system.

Objective 1: Develop an annual marketing strategy for reaching both current and potential library patrons.

- Select an overarching annual theme for message consistency and recognition.
- Formulate a plan for telling our library stories.

Objective 2: Increase library staff awareness of the resources, programs and services offered and our marketing strategy.

- Communicate with library staff members on a regular and on-going basis to share information about library activities, events and initiatives.
- Provide opportunities for library staff members to engage in dialog with individuals from other library locations including Library Administration.
- Provide opportunities for library staff members to provide input and feedback.

Objective 3: Increase community awareness of the resources, programs and services offered.

- Utilize a variety of appropriate traditional mediums and social media platforms to target specific audiences and also to reach the broadest audience.
- Increase advertising, publicity and promotional efforts for library events and activities and improve library positioning in the community.

Goal Area: Accessibility

Goal Statement: Library resources, programs, services and facilities are accessible.

Objective 1: Provide physical and virtual services based on user preferences and community needs.

- Ensure appropriate balance of physical and virtual materials collections.
- Provide both physical and virtual program opportunities.
- Provide technology resources and equipment to meet changing user expectations.
- Provide community members with both face-to-face and virtual training to meet their needs.

Objective 2: Ensure that the construction of new, and adaptation of existing, facilities meet community needs and reflect current library practices.

- Import experiences from past building activities to new projects.
- Conduct appropriate surveys to assess community needs.
- Analyze each library facility for appeal and usability by their respective community.

Blue Sheet No. 20150432	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 22
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TITLE:
Donations (#20150432-LIBRARY)

ACTION REQUESTED:
Recognizes the receipt of and authorizes a budget adjustment in the amount of \$350.95 for a donation from the Friends of Captiva Library for the purchase of 6 Kik Step Stools and \$600 from the Friends of Dunbar Jupiter for the Summer Reading Program.

FUNDING:
\$950.95; Library; Not included in original budget

No Funding Required

Library; KG5710114800.366900.9169 \$350.95; KG5710114800.366900.9171 \$600;
KG5710114800.505280 \$350.95; KG5710114800.503490.171 \$600.00

WHAT ACTION ACCOMPLISHES:
Recognizes the receipt of and authorizes a budget adjustment in the amount of \$350.95 for a donation from the Friends of Captiva Library for the purchase of 6 Kik Step Stools and \$600 from the Friends of Dunbar Jupiter for the Summer Reading Program.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-3-12 <input type="checkbox"/> Other	Commissioner: All Department: LIBRARY Division: No Divisions By: John Nicholson

Background:

Required Review:					
Sheldon Kaye	Mark A. Trank	Thelma Davis	Peter Winton	Christine Brady	
LIBRARY	County Attorney	Budget Analyst	Budget Services	County Manager	

RESOLUTION

Amending the Budget of the Lee County Libraries, Fund #14800 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2014-2015.

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 Lee County Libraries, Fund #14800 budget for \$951 of the unanticipated revenue from donations and appropriations of like amounts for minor equipment and the Summer Reading Program and;

WHEREAS, the Lee County Libraries, Fund #14800 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$39,826,845
Additions		
KG5710114800.366900.9169	Contributions/Donations	351
KG5710114800.366900.9171	Contributions/Donations	600
Amended Total Estimated Revenues		\$39,827,796

APPROPRIATIONS

Prior Total:		\$39,826,845
Additions		
KG5710114800.505280.169	Minor Equipment	351
KG5710114800.503490.171	Other Contracted Services	600
Amended Total Appropriations		\$39,827,796

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Lee County Libraries, Fund #14800 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 _____, 2015.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIR

APPROVED AS TO FORM
FOR THE RELIANCE OF LEE COUNTY ONLY

BY: _____
OFFICE OF COUNTY ATTORNEY

DOC TYPE YB
LEDGER TYPE BA

Blue Sheet No. 20150421	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 23
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TITLE:
Approve transfer of funds from the boating improvement program reserves in the amount of \$75,000 to fund the removal of abandoned / derelict vessel throughout Lee County waterways

ACTION REQUESTED:
Approve to increase the FY 2014-2015 Major Maintenance program budget by \$75,000 for the purpose of the removal of abandoned / derelict vessel throughtout Lee County waterways. Also authorize the transfer of \$75,000 from the boating improvement reserve fund to other contracted services to cover the expenses.

FUNDING:
\$75,000; Capital Improvement - Florida Boater Improvement Program; Not included in budget; Tourism / Sports, Funding Sources.

No ongoing budget implications

Capital Improvement - Florida Boater Improvement Program, Derelict Vessel Removal, 40163730104

WHAT ACTION ACCOMPLISHES:
Provides funding for the removal of derelict / abandoned vessels throughout Lee County for the remainder of this fiscal year. Currently, there are not enough funds budgeted to remove all the vessels in need. This new (additional) funding will allow Lee County to stay current or ahead of the need for their removal.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute 328.72(15) F.S. <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-3-6 <input type="checkbox"/> Other	Commissioner: Department: NATURAL RESOURCES Division: No Divisions By: Roland Ottolini

Background:
Status Quo: The number of abandoned or derelict vessels (AV/DV) throughout Lee County waterways is increasing, creating navigation / safety issues for other boaters and possibly impacting the surrounding environment. The current funding level is inadequate to keep up with the volume of vessels being abandoned or left derelict.

Approve Funding: Allows Lee County to keep pace with number of vessels that are declared abandoned or derelict.

Currently, the funding for AV/DV removal is provided by a yearly grant from the West Coast Inland Navigational District (WCIND). Because of an increase in boater activity, there has also been an increase in abandoned vessels throughout the area. The current funding level from WCIND is insufficient

Required Review:					
Roland Ottolini	Anne Henkel	Lori Borman	John J. Fredyma	Peter Winton	David Harner
NATURAL RESOURCES	Budget Analyst	Budget Analyst	County Attorney	Budget Services	County Manager

to keep up with demand. Therefore, we are requesting an increase in the current fiscal year of \$75,000 to cover the shortfall and allow us to keep up with the additional activity. In FY 15/16 we will again budget for AV/DV removal from WCIND, and increase the project amount above the FY 14/15 request. If additional funding is needed, we will come back to the Board to ask for an increase.

Funding will come from the Florida Boater Improvement Program, which is a fee charged on the registration of every boat in Lee County. These funds are returned to Lee County to be used in accordance with the limitations of Florida Statute 328.72(15). Allowable uses include providing, maintaining, or operating waterway markers, public boat ramps and launching facilities, removing derelict vessels, and vessels and structures deemed a hazard to public safety and health.

Tourism/sports
Funding sources

1. Transfer of Funds

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Cap Imp-FL Boating Imp Program DATE: 08/18/15 BATCH NO. _____

FISCAL YEAR: FY 14/15 FUND #: 30401 DOC TYPE: YB LEDGER TYF: BA

TO: Non-Departmental Major Maintenance -Other Contracted Services
 (DIVISION NAME) (PROGRAM NAME)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
40163730104.503490	Other Contracted Services	\$75,000
TOTAL TO:		\$75,000

FROM: Non-Departmental Non-Departmental - Reserves
 (DIVISION NAME) (PROGRAM NAME)

ACCOUNT NUMBER	OBJECT NAME	CREDIT
GC5890130104.509930	Reserve for Future Cap Outlay	\$75,000

TOTAL FROM: \$75,000

EXPLANATION:

Move funds from reserves to other contracted services for the removal of derelict vessels countywide.

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

Chair

BA NO: _____ AUTH CODE: _____ TRANS DATE: _____

Blue Sheet No. 20150423	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 24
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TITLE:
Approve Supplemental Task Authorization No. 6, CN140020, for restoration of native/historic hydrology for Pine Lake Preserve, a Conservation 20/20 Preserve.

ACTION REQUESTED:
Approve STA No. 6 under CN140020 County-Wide Environmental Consulting Contract (Permitting, Mitigation, and Monitoring), to EcoPlanz, Inc. contract 6719 in the amount of \$156,800.00 for restoration of native/historic hydrology for Pine Lake Preserve.

FUNDING:
\$156,800; Capital Improvement-Environmentally Sensitive Land Management; Included in Budget; Conservation 20/20.

The agreement with the City of Bonita Springs (forthcoming) requires the City to care for construction and maintenance of the hydrological restoration. No additional costs will be incurred by the county beyond ensuring that the agreement is upheld.

Capital Improvement-Environmentally Sensitive Land Management; Parks & Recreation Operations; Pine Lake Preserve; KH5722030105.503190

WHAT ACTION ACCOMPLISHES:
This item is for the approval of STA No.6 in the amount of \$156,800.00 for restoration of native/historic hydrology, the reconnection of flows between the remnant/historic flow of the Imperial River and the Kehl Canal and the creation of regionally significant wading bird habitat in southern Lee County for Pine Lake Preserve by EcoPlanz. The added dollars total \$156,800.00, bringing the overall total to EcoPlanz contract amount to \$254,600.00.

This project is being conducted on Pine Lake Preserve, a Conservation 20/20 preserve. This project will be eligible for TMDL credits. The County will fully pay for the design and permitting to ensure that the project meets the needs of the preserve's restoration needs and is in accordance with the BoCC approved Land Management Plan. A separate agreement (forthcoming) will allow the County and City of Bonita Springs to partner on the project, allowing both entities to gain TMDL credits. Each jurisdiction will get the proportionate share of the costs for the project.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other	Commissioner: Department: PARKS AND RECREATION Division: No Divisions By: Dana Kasler

Background:
Approval – at this time staff is recommending that STA No. 6 be approved in the amount of \$156,800.00.

Required Review:					
Dana Kasler	Anne Henkel	Peter Winton	Corris L. McIntosh Jr.	Robert Franceschini	Peter Winton
PARKS AND RECREATION	Budget Analyst	Budget Services	County Attorney	Purchasing	County Manager

EcoPlanz is a contractor that is capable of doing this type of work. This project will allow the County and the City of Bonita Springs to get TMDL credits for the Estero Watershed if the project moves forward.

On February 18, 2014, the Board approved the selection of 17 consultants under CN140020 County Wide Miscellaneous Environmental Consulting Contract (Permitting, Mitigation and Monitoring) and authorized negotiations with firms for a period of two years, including EcoPlanz.

Supplemental Task Authorization No. 1 was administratively approved on 6/4/14 for the West Basin in the amount of \$58,100.00

Supplemental Task Authorization No. 2 was administratively approved on 6/19/14 for Six Mile North Mitigation Monitoring in the amount of \$3,200.00.

Supplemental Task Authorization No. 3 was administratively approved on 6/27/14 for Imperial Marsh Preserve Wetland Monitoring in the amount of \$4,000.00.

Supplemental Task Authorization No. 4 was administratively approved on 10/15/14 for Environmental Support Services for Osprey Management in the amount of \$25,000.00.

Supplemental Task Authorization No. 5 was administratively approved on 1/23/15 for Six Mile North Preserve Hydrologic Monitoring in the amount of \$7,500.00.

It is being recommended that Supplemental Task Authorization No. 6 be approved in the amount of \$156,800.00 to allow consultant to perform environmental assessment, site reconnaissance and data collection, survey, ERP application submittal, RAI response preparation & submittal, environmental construction oversight and resident inspection.

- 1) Executed Agreement with EcoPlanz
- 2) Executed Supplemental Task Authorization No. 1
- 3) Executed Supplemental Task Authorization No. 2
- 4) Executed Supplemental Task Authorization No. 3
- 5) Executed Supplemental Task Authorization No. 4
- 6) Executed Supplemental Task Authorization No. 5
- 7) Supplemental Task Authorization No. 6 for Approval



LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

(239) 533-5450

March 12, 2014

Ms. Kim Trebatoski
EcoPlanz, Inc.
P.O. Box 2443
Fort Myers, FL 33902

SUBJECT: CN140020 COUNTY-WIDE MISCELLANEOUS ENVIRONMENTAL
CONSULTING CONTRACT (PERMITTING, MITIGATION AND
MONITORING)

ENCLOSURE (1): Executed Copy of Professional Services Agreement
ENCLOSURE (2): Professional Services Invoice Statement

Dear Ms. Trebatoski:

Enclosed is your executed copy of the Professional Services Agreement for the project known as "County-Wide Miscellaneous Environmental Consulting Contract".

The Contract No. is **6719** and must be on all invoices.

If you should have any questions, please contact our office at the above number.

Sincerely,
PROCUREMENT MANAGEMENT

Diana Khan

Diana Khan
Procurement Manager

C: Financeonbase@leeclerk.org
Project File

C-6719

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this 18 day of February, 2014, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and EcoPlanz, Inc., hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional services of said CONSULTANT to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: CN140020 Miscellaneous Environmental Consulting Contract (Permitting, Mitigation and Monitoring); and

WHEREAS, the CONSULTANT hereby certifies that CONSULTANT has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Agreement; and

WHEREAS, the CONSULTANT has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth; and

WHEREAS, the selection and engagement of the CONSULTANT has been made by the COUNTY in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes, and in accordance with applicable Lee County Administrative Codes.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

CONSULTANT hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in attached EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES".

ARTICLE 2.00 - DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 COUNTY

The term COUNTY refers to the Board of County Commissioners of Lee County, a charter County and political subdivision of the State of Florida, and any official or employee duly authorized to act on the COUNTY'S behalf relative to this Agreement.

2.02 CONSULTANT

The term CONSULTANT refers to the individual or firm offering professional services that, by

Date: 10/25/13

execution of this Agreement, is legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or work of sub-consultants and subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.03 PROFESSIONAL SERVICES

The term PROFESSIONAL SERVICES refers to all of the services, work, materials and related professional, technical and administrative activities to be provided and performed by the CONSULTANT and its employees, including all sub-consultants and subcontractors engaged by the CONSULTANT, to complete the services required pursuant to the covenants, terms and provisions of this Agreement.

2.04 SUB-CONSULTANT

The term SUB-CONSULTANT refers to any individual or firm offering professional services that is engaged by the CONSULTANT to assist in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide and perform under this Agreement. The COUNTY may not be deemed a party to, responsible or liable for, or assume any obligation whatsoever with respect to any Agreement between the CONSULTANT and any SUB-CONSULTANT.

2.05 SUBCONTRACTOR

The term SUBCONTRACTOR refers to any individual, company or firm providing services other than professional services that is engaged by the CONSULTANT to assist in providing and performing services, work and materials for which the CONSULTANT is contractually obligated, responsible, and liable to provide and perform under this Agreement. The COUNTY may not be deemed a party to, responsible or liable for, or assume any obligation whatsoever for any Agreement between the CONSULTANT and any SUBCONTRACTOR.

2.06 PROJECT

The term PROJECT refers to such facility, system, program or item as described in the summary statement set forth in the Preamble on Page One of this Agreement.

2.07 BASIC SERVICES

The term BASIC SERVICES refers to the professional services set forth and required pursuant to this Agreement as described in further detail in the attached EXHIBIT "A".

2.08 ADDITIONAL SERVICES

The term ADDITIONAL SERVICES refers to such professional services the COUNTY may request and authorize, in writing, for the CONSULTANT to provide and perform relative to this Agreement that are not included in the BASIC SERVICES. Additional services must be authorized by both parties through execution of a Change Order to this Agreement.

2.09 CHANGE ORDER

The term CHANGE ORDER refers to a written document, CHANGE ORDER AGREEMENT, executed by both parties to this Agreement setting forth and authorizing changes to the agreed upon Scope of Professional Services and Tasks, Compensation and Method of Payment, Time and Schedule of Performance, or Project Guidelines and Criteria as such were set forth and agreed to in the initial AGREEMENT, SUPPLEMENTAL TASK AUTHORIZATIONS, or previous CHANGE ORDERS issued thereto. The CHANGE ORDER document, which must be executed on a Lee County standard form, will set Date: 10/25/13

forth the authorized changes to the: scope of professional services, tasks, work or materials to be performed or provided by the CONSULTANT; the compensation and method of payment; the schedule or time period for performance and completion; and the guidelines, criteria and requirements pertaining thereto.

CHANGE ORDERS will be identified as follows: (1) Owner changes: These will be additional services. (2) Changes due to design errors or omissions: Design services for these will be at no cost to the County. Change orders resulting from gross negligence on the part of the CONSULTANT team may be required to be paid for by CONSULTANT in full, including equipment. (3) Changes due to differing site conditions: These will be additional services. The CONSULTANT will review all contract requests for change orders and make recommendations to the County. The CONSULTANT will periodically meet to review Change Orders to determine the nature of the change orders and the proper disposition thereof. The CONSULTANT will not be held liable for costs of that portion of any CHANGE ORDER that the County would have borne in the absence of any error or omission or otherwise results in the "betterment" of the project.

The amount of the change in contract compensation and time set forth in any and all Change Orders executed and issued under this Agreement shall be understood and agreed by both Parties to this Agreement to be fair, equitable, adequate and complete. The changed compensation shall be understood and agreed to be the total of all costs associated with or impacted by the Change Order including, but not limited to any and all direct costs, indirect costs and associated costs that may result from or be caused by the Change Order, and shall be understood and agreed to include a fair, equitable and adequate adjustment to cover the CONSULTANT'S general administrative and overhead costs and profit.

In the event the County decides to delete all, or portions, of the Scope of Services, Tasks, or Requirements set forth in the initial Agreement, Supplemental Task Authorization or previously authorized Change Order, the COUNTY may do so by the unilateral issuance of a written Change Order to the CONSULTANT. Such a unilaterally issued Change Order shall set forth, if appropriate: (1) an agreement by both the COUNTY and the CONSULTANT establishing changes in the amount of compensation to be paid the CONSULTANT as a result of the deletion or decrease in services required; or, (2) in the absence of such an agreement concerning compensation, the unilaterally issued Change Order shall set forth the basis to be used in subsequently considering, and reaching agreement on change(s) in the compensation to be paid the CONSULTANT. The failure on the part of the CONSULTANT to execute a Change Order issued unilaterally by the COUNTY to effect a deletion or decrease in the services required shall have no effect on or otherwise prevent the COUNTY from exercising its rights to direct the stated deletion or decrease in the services to be provided or performed by the CONSULTANT.

Should errors, omissions or conflicts in the drawings, specification or other Contract Documents prepared by or through the CONSULTANT be discovered, the CONSULTANT will prepare and submit to the County, within five working days unless otherwise authorized by the County, such amendments or supplementary documents to address the errors, omissions or conflicts, and provide consultation as may be required, for which the CONSULTANT will make no additional charges to the County.

2.10 SUPPLEMENTAL TASK AUTHORIZATION

The term Supplemental Task Authorization as used refers to a written document executed by both parties to an existing Professional Services Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

2.11 DEPARTMENT DIRECTOR

The term DEPARTMENT DIRECTOR refers to the Director of the Department requesting the
Date: 10/25/13

service, employed by the Lee County Board of County Commissioners to serve and act on the COUNTY'S behalf, as it relates to this Project. The Chairman of the Board of County Commissioners, or designated representative, shall act on behalf of the COUNTY to execute any and all CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS approved by the COUNTY and issued to the CONSULTANT pursuant to this Agreement. The DEPARTMENT DIRECTOR, within the authority conferred by the Board of County Commissioners, acting as the COUNTY'S designated representative, shall issue written notification to the CONSULTANT of any and all changes approved by the COUNTY in the CONSULTANT'S: (1) compensation; (2) time and/or schedule of service delivery; (3) scope of services; or, (4) other changes relative to BASIC SERVICES and ADDITIONAL SERVICES pursuant to this Agreement, including CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS pertaining thereto. The DEPARTMENT DIRECTOR is responsible for acting on the COUNTY'S behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, including approved CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS.

2.12 PROJECT MANAGER

The term PROJECT MANAGER refers to the person employed or retained by the COUNTY and designated, in writing, to serve and act on the COUNTY'S behalf to provide direct contact and communication between the COUNTY and CONSULTANT with respect to providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONSULTANT pursuant to this Agreement and duly approved SUPPLEMENTAL TASK AUTHORIZATIONS and CHANGE ORDERS. The PROJECT MANAGER is not authorized to and may not issue any verbal, or written, request or instruction to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatsoever the: (1) Scope of Services to be provided and performed by the CONSULTANT; (2) The time the CONSULTANT is obligated to commence and complete all such services; or, (3) The amount of compensation the COUNTY is obligated or committed to pay the CONSULTANT. The PROJECT MANAGER will review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed, and reimbursable costs and expenses, as provided for in this Agreement, CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS.

2.13 LUMP SUM FEES

Lump Sum Fees, hereinafter identified as L.S., are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-consultants and/or subcontractors, out-of-pocket expenses and costs, professional service fees and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant as may be required and/or necessary to complete each and every task set forth in the Scope of Professional Services, Exhibit "A", or as may be set in subsequent Supplemental Task Authorizations, and/or Change Orders agreed to in writing by both parties to this Agreement.

2.14 NOT-TO-EXCEED FEES

When all, or any portion, of the CONSULTANT'S compensation to provide and perform the services and work necessary and required pursuant to the Tasks set forth in Agreement Exhibit "A", and any Change Orders, Supplemental Task Authorizations, and Work Orders authorized thereto, is established to be made on a NOT-TO-EXCEED (N.T.E.) amount basis, it is mutually understood and agreed that such compensation for each completed Task will be made on the following basis:

For the actual hours necessary, required and expended by the CONSULTANT'S professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set

Date: 10/25/13

forth in Attachment No. 1 to Exhibit "B", as attached, and any approved Change Orders or Supplemental Task Authorizations; and

For the actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to Exhibit "B", as attached, and any approved Change Orders or Supplemental Task Authorizations; and

For the actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-Consultants and SubContractors engaged by the CONSULTANT, multiplied by such hourly rates and unit costs as are agreed to by the COUNTY and the CONSULTANT and as are set forth as a part of this Agreement and any approved Change Orders or Supplemental Task Authorizations; and

With the understanding and agreement that the COUNTY will pay the CONSULTANT for all such costs and expenses within the established Not-to-Exceed amount for each Task or Sub-Task subject to the CONSULTANT presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the COUNTY covering all such costs and expenses; and

With the understanding and agreement that the CONSULTANT'S invoices and all payments to be made for all Not-to-Exceed amounts will be subject to the review, acceptance and approval of the COUNTY; and with the understanding and agreement that when the CONSULTANT'S compensation is established on a Not-to-Exceed basis for a specific Task or Sub-Task the total amount of compensation to be paid the CONSULTANT to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub-Consultant and SubContractor costs for any such specific Tasks or Sub-Tasks shall not exceed the amount of the total Not-to-Exceed compensation established and agreed to for each specific Task or Sub-Task. In the event the amount of compensation for any Task or Sub-Task to which the CONSULTANT is entitled on the Not-to-Exceed basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the Not-to-Exceed amount established for the specific Task or Sub-Task, it is understood and agreed that any unexpended amount under a specific Task or Sub-Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task or Sub-Task.

ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the CONSULTANT with respect to all the BASIC SERVICES and ADDITIONAL SERVICES authorized pursuant to this Agreement include, but are not limited to, the following:

3.01 LICENSES

The CONSULTANT agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to this Agreement.

Date: 10/25/13

3.02 PERSONNEL

(1) QUALIFIED PERSONNEL

The CONSULTANT agrees when the services to be provided and performed relate to a professional service that, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in responsible charge of all BASIC SERVICES and ADDITIONAL SERVICES to be provided pursuant to this Agreement.

(2) CONSULTANT'S PROJECT DIRECTOR

The CONSULTANT agrees to employ and designate, in writing, a qualified and, if required by law, a licensed professional to serve as the CONSULTANT'S Project Director. The CONSULTANT'S Project Director shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement thereto. The CONSULTANT'S Project Director shall have full authority to bind and obligate the CONSULTANT on any matter arising under this Agreement unless substitute arrangements have been furnished to the COUNTY in writing. The CONSULTANT agrees that the Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the CONSULTANT throughout the entire period this Agreement is in effect. The person selected by the CONSULTANT to serve as the CONSULTANT'S Project Director shall be subject to the prior approval and acceptance of the COUNTY.

(3) REMOVAL OF PERSONNEL

The CONSULTANT agrees, within thirty (30) calendar days of receipt of a written request from the COUNTY, to promptly remove and replace the CONSULTANT'S Project Director, or any other personnel employed or retained by the CONSULTANT, or personnel of the sub-consultants or subcontractors engaged by the CONSULTANT to provide and/or perform services and/or work pursuant to the requirements of this Agreement, who the COUNTY shall request, in writing, be removed, which request may be made by the COUNTY with or without cause.

3.03 TIMELY ACCOMPLISHMENT OF SERVICES

The timely performance and completion of the required services, work and materials is vitally important to the interests of the COUNTY. Time is of the essence for all of the duties and obligations contained in this Agreement thereto. The COUNTY may suffer damages in the event that the CONSULTANT does not accomplish and complete the required services in a timely manner. The CONSULTANT agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all BASIC SERVICES and ADDITIONAL SERVICES will be provided, performed and completed in a timely and diligent manner throughout.

3.04 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the CONSULTANT and by any

Date: 10/25/13

Sub-Consultants and/or SubContractors engaged by the CONSULTANT as set forth in the Scope of Professional Services, Exhibit "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the COUNTY approves this Agreement, or which may subsequently be changed or revised. Any subsequent change or revision to such laws, rules, regulations, ordinances, codes, policies, standards or other guidelines which requires the CONSULTANT to provide and/or perform work and/or services which are significantly different from that set forth in the Scope of Professional Services, Exhibit "A", shall serve as a basis for the COUNTY to consider the development and issuance of a Change Order to provide for a change to, or Additional Services to the services set forth in the Agreement.

3.05 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT

The CONSULTANT agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by CONSULTANT or by any sub-consultants and/or subcontractors retained or engaged by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of CONSULTANT or any sub-consultants or subcontractors engaged by the CONSULTANT.

(2) COUNTY'S APPROVAL SHALL NOT RELIEVE CONSULTANT OF RESPONSIBILITY

Neither review, approval, or acceptance by the COUNTY of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work and materials furnished hereunder by the CONSULTANT, or any sub-consultants or subcontractors engaged by the CONSULTANT, shall in any way relieve CONSULTANT of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all sub-consultants and/or subcontractors engaged by the CONSULTANT to provide and perform services in connection with this Agreement. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the CONSULTANT'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.06 LIABILITY

(1) CONSULTANT TO HOLD COUNTY HARMLESS

The CONSULTANT shall be liable and agrees to be liable for and shall indemnify and hold the COUNTY harmless for any and all claims, liability, losses, expenses, costs, damages, causes of

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action, judgments and suits of any nature (specifically including court costs and reasonable attorney's fees and any defense costs incurred with the defense of third party claims) incidental to, arising out of or brought as a consequence of any negligent act, error, omission, or breach of professional standard of care and/or 1 sub-consultants or subcontractors engaged by the CONSULTANT during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Change Orders or Supplemental Task Authorizations thereto with respect to all aspects of the Scope of Work, including but not limited to, design of the project as well as construction administration services. The CONSULTANT will not be liable to nor indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives or third parties acting within the scope of their employment. The CONSULTANT hereby acknowledges that the compensation to be paid the CONSULTANT by the COUNTY as set forth in Agreement Exhibit "B" entitled "COMPENSATION AND METHOD OF PAYMENT" includes compensation as consideration for the indemnification provided herein.

3.07 NOT TO DIVULGE CERTAIN INFORMATION

CONSULTANT agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without COUNTY'S prior written consent, or unless incident to the proper performance of CONSULTANT'S obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT or any sub-consultants or subcontractors pursuant to this Agreement. CONSULTANT shall require all of its employees, sub-consultants and subcontractors to comply with the provisions of this paragraph.

3.08 CONSULTANT TO REPAIR PROPERTY DAMAGE CAUSED BY THE CONSULTANT

CONSULTANT agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the COUNTY, any property damage arising out of, or caused by, the willful or negligent acts of the CONSULTANT, or of its sub-consultants and/or subcontractors. This CONSULTANT'S obligation under this sub-article does not apply to property damage caused by any other Consultant or Contractor engaged directly by the COUNTY.

The COUNTY reserves the right, should the CONSULTANT fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the CONSULTANT, or by the CONSULTANT reimbursing the COUNTY for all such costs and expenses.

3.09 RESPONSIBILITY FOR ESTIMATES

(1) In the event the services required pursuant to this Agreement include the CONSULTANT preparing and submitting to the COUNTY, cost estimates, the CONSULTANT, by exercise of his experience, effort, knowledge and judgment, shall develop such cost estimates as are set forth in, or as may be required under the Agreement and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates. For purposes of the Liability Provisions of this Article only, the CONSULTANT'S estimates shall be considered valid and effective for a period of six (6) months from the date of the COUNTY'S acceptance of the estimates.

(2) The cost estimates of CONSULTANTS or SUB-CONSULTANTS engaged by CONSULTANTS, for the appraisal or valuation of property or easements, or the estimate of damages or costs associated with the acquisition of property or easements are exempted from the provisions of Article 3.09.

(3) Cost Estimates

(A) ORDER OF MAGNITUDE ESTIMATE

This is an approximate estimate made without detailed architect/engineering data. Examples include, but are not limited to, an estimate from cost-capacity curves, an estimate using scale-up or scale-down factors, and an approximate ratio estimate. This type of estimate shall be accurate within plus fifty percent (50.0%). If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation and development of the ORDER OF MAGNITUDE ESTIMATE shall be recoverable by the COUNTY.

(B) BUDGET ESTIMATE

Budget in this case applies to the COUNTY'S budget and not to the budget as a project controlled document. A budget is prepared with the use of flowsheets, layouts, and equipment details. This type of estimate shall be accurate within plus twenty-five percent (25.0%). If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation and development of the BUDGET ESTIMATE shall be recoverable by the COUNTY.

(C) CONSTRUCTION COST ESTIMATE.

A construction cost estimate for purposes of this Agreement is an estimate prepared on the basis of well defined engineering/architectural data and on detailed information set forth in specifications, designs or drawings which are to be used as a basis for obtaining bids or price proposals for constructing the project. This type of estimate shall be accurate within plus or minus ten percent (10%) of the cost of the construction of the project. The accuracy and reliability of a CONSTRUCTION COST ESTIMATE is vital to the COUNTY'S interests because it may be used for such purposes as, but not limited to the following; budgeting, obtaining, allocating or obligating funds for the project; evaluating and determining the reasonableness and acceptableness of bids or price proposals for construction projects; or establishing the assessment amounts for Municipal Service Benefit Units (M.S.B.U.).

In the event the COUNTY solicits and receives bids or price proposals from contractors on a construction project based on specifications, design, drawings and a CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT, and the lowest bid or price proposal, submitted by a responsive and responsible bidder or proposer, which bid or price proposal exceeds the amount of the CONSULTANT'S CONSTRUCTION COST ESTIMATE by more than the percent accuracy set forth hereinabove, the CONSULTANT shall, upon notification by the COUNTY, assume responsibility for and proceed to provide and perform the following service without additional compensation:

The CONSULTANT will, subject to the review and approval of the COUNTY, modify at its

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expense the specifications, design, drawings and related bidding and contract documents to the extent necessary to reduce the anticipated construction costs so that the re-solicitation of bids or price proposals will realize bids or price proposals being received that are within the range of accuracy established for the CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT. Any such modifications made by the CONSULTANT shall not conflict with the functional or operational requirements established by the COUNTY for the project and set forth in the Agreement or Change Order(s) or Supplemental Task Authorization(s) issued thereto, nor shall any such modifications conflict with established rules, regulations, requirements or professional standards pertaining to the design, specifications or drawings prepared by the CONSULTANT, nor shall such modifications adversely affect the safe use or operation of the constructed project.

In the event (1) the CONSULTANT'S modification of the design, specifications, drawings and related bidding and contract documents; and, (2) the re-solicitation of bids or price proposals do not result in bids or price proposals being received from a responsive and responsible bidder or proposer that are within the established percent accuracy of the CONSULTANT'S CONSTRUCTION COST ESTIMATE, the costs associated with the CONSULTANT'S preparation and development of the CONSTRUCTION COST ESTIMATE shall be recoverable by the COUNTY by an appropriate reduction in the CONSULTANT'S invoice requesting payment for services rendered.

For determination of compliance with the accuracy requirement established for the CONSTRUCTION COST ESTIMATE prepared by the CONSULTANT, the amount of the CONSTRUCTION COST ESTIMATE submitted by the CONSULTANT shall be adjusted from the date the CONSTRUCTION COST ESTIMATE was received by the COUNTY until the date bids or price proposals are received by the COUNTY, by applying the percent change in the "20 Cities Cost Index" as published in the ENR (formerly ENGINEERING NEWS-RECORD) a McGraw-Hill, Inc. publication.

If, in response to its solicitation, the COUNTY receives less than three bids or priced proposals for a project, there is the potential that such bids or priced proposals may not be a realistic representation of the costs expected to be associated with the project. If under such circumstances, and if in the professional judgment of the CONSULTANT, the low bid or the low priced proposal received from a responsive bidder or proposer does not realistically represent the costs associated with the project, the CONSULTANT may deem it appropriate to recommend the COUNTY reject any such bids or priced proposals. If under such circumstances the COUNTY concurs with the CONSULTANT'S recommendation and rejects the bids or priced proposals, the COUNTY will not hold the CONSULTANT responsible to, nor will the COUNTY require the CONSULTANT to, modify the specifications, design, drawings and related bidding and contract documents as set forth hereinbefore.

3.10 PERMITS

The CONSULTANT will be responsible for preparing and submitting all required applications and other supportive information necessary to assist the COUNTY in obtaining all reviews, approvals and permits, with respect to the CONSULTANT'S design, drawings and specifications required by any governmental body having authority over the project. Any fees required for such reviews, approvals or permits will be covered by a check issued by the COUNTY and made payable to the respective governmental body upon the CONSULTANT furnishing the COUNTY satisfactory documentation of such

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fees. The CONSULTANT will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the COUNTY in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The COUNTY shall, at the CONSULTANT'S request, assist in obtaining required signatures and provide the CONSULTANT with all information known to be available to the COUNTY so as to assist the CONSULTANT in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

3.11 ADDITIONAL SERVICES

Should the COUNTY request the CONSULTANT to provide and perform professional services for this project which are not set forth in EXHIBIT "A", the CONSULTANT agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement. Such ADDITIONAL SERVICES shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, and provisions set forth in this Agreement thereto.

ADDITIONAL SERVICES shall be administered and authorized as "SUPPLEMENTAL TASK AUTHORIZATIONS" or "CHANGE ORDERS" under the Agreement. The CONSULTANT shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the CONSULTANT for any ADDITIONAL SERVICES unless and until a written "SUPPLEMENTAL TASK AUTHORIZATIONS" or "CHANGE ORDER" shall have been agreed to and executed by both parties.

Each such "SUPPLEMENTAL TASK AUTHORIZATION" or "CHANGE ORDER" shall set forth a comprehensive, detailed description of: (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and, (3) the period of time and/or schedule for performing and completing said ADDITIONAL SERVICES.

3.12 TRUTH-IN-NEGOTIATIONS CERTIFICATE

The COUNTY may request the CONSULTANT to execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F". The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

3.13 COMPLETION OF TASKS

Unless otherwise set forth in the Agreement the CONSULTANT shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in Agreement Exhibit "A" entitled "Scope of Professional Services" and Change Orders, and Supplemental Task Authorizations authorized. The compensation to be paid the CONSULTANT as set forth in Agreement Exhibit "B" entitled "Compensation and Method of Payment" and Change Orders, and Supplemental Task Authorizations authorized thereto shall be understood and agreed to adequately and completely compensate the CONSULTANT for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the

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tasks set forth in Agreement Exhibit "A" and Change Orders, Supplemental Task Authorizations, and Work Orders authorized thereto as stated above."

3.14 AFFIRMATIVE ACTION BY CONSULTANT WHEN ENGAGING SUB-CONSULTANTS

The Florida Legislature advocates expenditures with minority business enterprises and encourages agencies to establish procedures and opportunity for 25% of the annual fiscal funds spent for professional services to be used for contracts with certified Minority Business Enterprises. Accordingly, the CONSULTANT is encouraged, when selecting or engaging the services of sub-consultants or subcontractors pursuant to this Agreement, to spend 25% of the amount of awarded compensation established in this Agreement, and in subsequent CHANGE ORDERS and SUPPLEMENTAL TASK AUTHORIZATIONS authorized thereto, for the engagement of the services of certified Minority Business Enterprise sub-consultants or subcontractors.

In furtherance of this statutory goal the COUNTY expects the CONSULTANT, when the services of sub-consultants and subcontractors are necessary, to identify those services that may be provided by a certified Minority Business entity and take affirmative action to obtain their services. For purposes of this Agreement, "affirmative action" means a good faith effort by the CONSULTANT to achieve the stated goal of engaging certified Minority Business Enterprise sub-consultants or subcontractors to provide or perform services and/or work pursuant to the SCOPE OF SERVICES required under this Agreement. The CONSULTANT is required to document efforts taken to engage the services of minority business enterprises and submit this information to the County upon request. Appropriate documentation includes detailed written records regarding the services the CONSULTANT deemed appropriate for subcontract to minority business enterprises, as well as successful and unsuccessful attempts to engage a certified Minority Business Enterprise for these services.

The CONSULTANT, upon receipt of a written request by the COUNTY, shall within ten (10) calendar days thereafter submit to the COUNTY copies of records and supporting documentation to show evidence of its affirmative action efforts to achieve the above stated goal.

The CONSULTANT is encouraged to contact the Lee County Department of Equal Opportunity for information and assistance regarding the COUNTY'S Minority Business Enterprise certification program and listing of certified Minority Business Enterprises.

ARTICLE 4.00 - OBLIGATIONS OF THE COUNTY

4.01 DESIGNATION OF PROJECT MANAGER

The COUNTY agrees after the execution of this Agreement to promptly advise the CONSULTANT, in writing, of the person designated to serve and act as the COUNTY'S PROJECT MANAGER pursuant to the provisions of Article 2.13 of this Agreement. Such notification shall be provided to the CONSULTANT by the COUNTY'S DEPARTMENT DIRECTOR.

4.02 AVAILABILITY OF COUNTY INFORMATION

(1) PROJECT GUIDELINES AND CRITERIA

Guidelines to the CONSULTANT regarding requirements the COUNTY has established or suggests relative to the Project including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and

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scheduling criteria are set forth in attached EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA".

(2) COUNTY TO PROVIDE PERTINENT REFERENCE MATERIAL

At the CONSULTANT'S request, the COUNTY agrees to provide to the CONSULTANT, at no cost to the CONSULTANT, all pertinent information known to be available to the COUNTY to assist the CONSULTANT in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the COUNTY such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

4.03 AVAILABILITY OF COUNTY'S DESIGNATED REPRESENTATIVES

The COUNTY agrees that the DEPARTMENT DIRECTOR and the PROJECT MANAGER shall be available within a reasonable period of time, with reasonable prior notice given by the CONSULTANT, to meet and/or consult with the CONSULTANT on matters pertaining to the services to be provided and performed by the CONSULTANT. The COUNTY further agrees to respond within a reasonable period of time to written requests submitted by the CONSULTANT.

4.04 ACCESS TO COUNTY PROPERTY

The COUNTY agrees, with reasonable prior written notice given by the CONSULTANT, to provide the CONSULTANT with access within a reasonable period of time to COUNTY property, facilities, buildings and structures to enable the CONSULTANT to provide and perform the required professional services and work pursuant to this Agreement. Such rights of access shall not be exercised in such a manner or to such an extent as to impede or interfere with COUNTY operations, or the operations carried on by others under a lease, or other contractual arrangement with the COUNTY, or in such a manner as to adversely affect the public health and safety. Such access may, or may not be, within the CONSULTANT'S normal office and/or field work days and/or work hours.

ARTICLE 5.00 - COMPENSATION AND METHOD OF PAYMENT

5.01 BASIC SERVICES

The COUNTY will pay the CONSULTANT for all requested and authorized BASIC SERVICES rendered hereunder by the CONSULTANT and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the COUNTY in accordance with the provisions for compensation and payment of said BASIC SERVICES as set forth and prescribed in attached EXHIBIT "B", or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement and evidenced by a written and duly approved Change Order.

5.02 ADDITIONAL SERVICES

The COUNTY will pay the CONSULTANT for all ADDITIONAL SERVICES that have been requested and authorized by the COUNTY and agreed to, in writing, by both parties to this Agreement and which have been rendered as ADDITIONAL SERVICES by the CONSULTANT and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the COUNTY in accordance with the provisions for compensation and payment of said ADDITIONAL SERVICES as set forth and prescribed in attached EXHIBIT "B" or on the basis of such changes to the established compensation as may be

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mutually agreed to by both parties to this Agreement as evidenced by a written Change Order or Supplemental Task Authorization executed by both parties.

5.03 METHOD OF PAYMENT

(1) MONTHLY STATEMENTS

The CONSULTANT is entitled to submit no more than one invoice statement to the COUNTY each calendar month covering services rendered during the preceding calendar month. The CONSULTANT'S invoice statements must be itemized to correspond to the basis of compensation as set forth in the Agreement, CHANGE ORDERS, or SUPPLEMENTAL TASK AUTHORIZATIONS. The CONSULTANT'S invoice statements must contain a breakdown of charges, description of services and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, CHANGE ORDERS, and/or SUPPLEMENTAL TASK AUTHORIZATIONS.

(2) PAYMENT FOR SERVICES PERFORMED

The COUNTY shall pay the CONSULTANT for services performed using either of the following methods, or using a combination thereof:

- (A) The COUNTY shall pay the CONSULTANT on the basis of services completed for tasks set forth in Exhibits "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the CONSULTANT and accepted by the COUNTY. No payments shall be made for CONSULTANT'S Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the CONSULTANT and accepted by the COUNTY. Whenever an invoice statement covers services for which no work product is required to be furnished by the CONSULTANT to the COUNTY, the COUNTY reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.
- (B) The COUNTY shall pay the CONSULTANT for services performed for tasks set forth in Exhibits "A" and "B" on the basis of an invoice statement covering CONSULTANT'S Work-in-Progress expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages are subject to the review and approval of the COUNTY. The decision of the COUNTY shall be final as to the Work-in-Progress percentages paid. Payment by the COUNTY for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the COUNTY of any such service or Work-in-Progress. The CONSULTANT shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in Exhibit "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The COUNTY reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(3) PAYMENT SCHEDULE

The COUNTY shall issue payment to the CONSULTANT within thirty (30) calendar days after receipt of an invoice statement from the CONSULTANT in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any CONSULTANT'S invoice statement, the COUNTY shall notify the CONSULTANT of such objection or exception within the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the CONSULTANT of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

5.04 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY

In the event of termination of this Agreement at the convenience of the COUNTY, not at the fault of the CONSULTANT, the COUNTY shall compensate the CONSULTANT only for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and, (3) reasonable expenses incurred by the CONSULTANT in affecting the termination of services and work, and incurred by the submittal to the COUNTY of project drawings, plans, data, and other project documents.

5.05 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the COUNTY suspends the CONSULTANT'S services and work on all or part of the services required to be provided and performed by the CONSULTANT pursuant to this Agreement, the COUNTY shall compensate the CONSULTANT only for the services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

5.06 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE

In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and, (3) and/or are modified by the subsequent issuance of SUPPLEMENTAL TASK AUTHORIZATIONS and/or CHANGE ORDERS, other than receiving the compensation set forth in Sub-Articles 5.04 and 5.05, the CONSULTANT shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 6.00 - TIME AND SCHEDULE OF PERFORMANCE

6.01 NOTICE TO PROCEED

Following the execution of this Agreement by both parties, and after the CONSULTANT has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the CONSULTANT a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO

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PROCEED the CONSULTANT shall be authorized to commence work and the CONSULTANT thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

6.02 TIME OF PERFORMANCE

The CONSULTANT agrees to complete the services required pursuant to this Agreement within the time periods for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in attached EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE.

Should the CONSULTANT be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the CONSULTANT, or its sub-consultants and/or subcontractors, and not due to their fault or neglect, the CONSULTANT shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause thereof and requesting an extension of the CONSULTANT'S time of performance. Upon receipt of the CONSULTANT'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay encountered by the CONSULTANT, or its sub-consultants and/or subcontractors, is due to unforeseen causes and not attributable to their fault or neglect.

6.03 CONSULTANT WORK SCHEDULE

The CONSULTANT is required to prepare and submit to the COUNTY, on a monthly basis commencing with the issuance of the NOTICE TO PROCEED, a CONSULTANT'S WORK SCHEDULE. The WORK SCHEDULE must set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services as set forth in EXHIBIT "C" in such a manner that the CONSULTANT'S planned and actual work progress can be readily determined. The CONSULTANT'S WORK SCHEDULE of planned and actual work progress must be updated and submitted by the CONSULTANT to the COUNTY on a monthly basis.

6.04 FAILURE TO PERFORM IN A TIMELY MANNER

Should the CONSULTANT fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option, may, upon written notice to the CONSULTANT, withhold any or all payments due and owing to the CONSULTANT, not to exceed the amount of the compensation for the work in dispute, until such time as the CONSULTANT resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS issued thereto.

ARTICLE 7.00 - SECURING AGREEMENT

The CONSULTANT warrants that the CONSULTANT has not employed or retained any company or person other than a bona fide, regular, full time employee working for the CONSULTANT to solicit or secure this Agreement and that the CONSULTANT has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or

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making of this Agreement.

ARTICLE 8.00 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such interest shall be employed or engaged by the CONSULTANT for said performance.

If CONSULTANT, for itself and on behalf of its subconsultants, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by CONSULTANT or such sub-consultant under this Agreement, then it will promptly bring such potential conflict of interest to the COUNTY'S attention, in writing. The COUNTY will advise the CONSULTANT, in writing, within ten (10) calendar days as to the period of time required by the COUNTY to determine if such a conflict of interest exists. If the COUNTY determines that there is a conflict of interest, CONSULTANT or such sub-consultant shall decline the representation upon written notice by the COUNTY.

If the COUNTY determines that there is not such conflict of interest, then the COUNTY shall give its written consent to such representation. If CONSULTANT or sub-consultant accepts such a representation without obtaining the COUNTY'S prior written consent, and if the COUNTY subsequently determines that there is a conflict of interest between such representation and the work being performed by CONSULTANT or such sub-consultant under this Agreement, then the CONSULTANT or such sub-consultant agrees to promptly terminate such representation. CONSULTANT shall require each of such sub-consultants to comply with the provisions of this Section.

Should the CONSULTANT fail to advise or notify the COUNTY as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation, the COUNTY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The CONSULTANT shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of CONSULTANT with a third party; or (2) the disestablishment of the CONSULTANT'S professional practice and the establishment of a successor consultant, or consulting organization. Nor shall the CONSULTANT subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the COUNTY. The CONSULTANT shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to CONSULTANT in connection with CONSULTANT providing and performing services and work pursuant to the requirements of this Agreement. The COUNTY shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, CONSULTANT intends to engage the assistance of the sub-consultants and/or subcontractors set forth in attached EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS".

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ARTICLE 10.00 - APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, or the laws, rules, and regulations of the United States when providing services funded by the United States government.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

11.01 FOR PROJECTS WITH FUNDS APPROPRIATED FROM GENERAL LEE COUNTY REVENUES

The CONSULTANT for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The CONSULTANT shall comply with Lee County's Affirmative Action Plan or state laws in the hiring of sub-consultants. CONSULTANTS who are uncertain of their obligation must obtain a copy of all relevant guidelines concerning Lee County's Affirmative Action Plan from the Lee County Department of Equal Opportunity.

11.02 FOR PROJECTS WITH FUNDS APPROPRIATED EITHER IN PART OR WHOLLY FROM FEDERAL OR STATE SOURCES

The CONSULTANT for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The CONSULTANT shall make every effort to comply with any Disadvantaged Business Enterprise goals which have been established for this project. CONSULTANTS who are uncertain of their obligations regarding Disadvantaged Business Enterprises for this project must obtain a copy of all relevant federal or state guidelines from the Lee County Department of Equal Opportunity. The failure of the CONSULTANT to adhere to relevant guidelines shall subject the CONSULTANT to any sanctions which may be imposed upon the COUNTY.

ARTICLE 12.00 - WAIVER OF BREACH

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - INSURANCE

13.01 INSURANCE COVERAGE TO BE OBTAINED

- (1) The CONSULTANT shall obtain and maintain such insurance as will protect him from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his

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employees including claims insured by usual personal injury liability coverage; and, (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the CONSULTANT, its employees, or by any sub-consultants, subcontractors, or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

- (2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- (3) The CONSULTANT, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-Consultants and/or SubContractors obtain, have, and maintain the insurance coverage's required by law to be provided.
- (4) The CONSULTANT shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.
- (5) In the event that the CONSULTANT engages Sub-Consultants or Sub-Contractors to assist the CONSULTANT in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverage's required under Article 13.03 to be provided by the CONSULTANT shall cover all of the services or work to be provided or performed by all of the Sub-Consultants or SubContractors engaged by the CONSULTANT. However, in the event the services or work of Sub-Consultants or Sub-Contractors engaged by the CONSULTANT is not covered by the CONSULTANT'S INSURANCE POLICY(s), it shall be the responsibility of the CONSULTANT to ensure that all Sub-Consultants or Sub-Contractors have fully complied with the COUNTY insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; or, (4) Professional Liability as required and set forth in Agreement Article 13.00.

The services or work to be provided or performed by the following Sub-Consultants or Sub-Contractors identified in Agreement Exhibit "D" are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

<u>Service and/or work to be Provided and/or Performed</u>	<u>Indicate Name of Individual or Firm</u>
--	--

(If none, enter the word "none" in the space below.)

NONE

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- (6) The insurance coverage to be obtained by the CONSULTANT or by Sub-Consultants or Sub-Contractors engaged by the CONSULTANT, as set forth in Agreement Article 13.03 for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; or (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in Agreement Exhibit "A" and all subsequent Change Orders or Supplemental Task Authorizations. In the event the COUNTY shall execute and issue a written Change Order or Supplemental Task Authorization authorizing the CONSULTANT to provide or perform services or work in addition to those set forth in Agreement Exhibit "A", it is agreed that the COUNTY has the right to change the amount of insurance coverage's required to cover the additional services or work. If the additional insurance coverage's established exceeds the amount of insurance coverage carried by the CONSULTANT, the compensation established for the Change Order or Supplemental Task Authorization shall include consideration of any increased premium cost incurred by the CONSULTANT to obtain same.

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

- (1) The CONSULTANT shall submit to the COUNTY'S RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the RISK MANAGEMENT DIVISION, the COUNTY will execute this Agreement and issue a written Notice to Proceed. The CONSULTANT may then commence with any service or work pursuant to the requirements of this Agreement.
- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.
- (3) Each Certificate of Insurance submitted to the COUNTY shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.
- (4) Each Certificate of Insurance shall be addressed to the Lee County Board of County Commissioners, Attention: Lee County Procurement Management, P O Box 398, Fort Myers, Florida 33902-0398.
- (5) Each Certificate of Insurance shall specifically include all of the following:
- (A) The name and type of policy and coverage's provided; and
 - (B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and
 - (C) The date of expiration of coverage; and
 - (D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and
 - (E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance); or

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In the event the CONSULTANT has, or expects to enter into an agreement for professional services other than those provided for in this Agreement, the CONSULTANT may elect to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for Lee County pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations, or Change Orders thereto, and the limits of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance the COUNTY will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

- (F) A statement indicating any services or work included in or required under Agreement Exhibit "A" Scope of Professional Services that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the CONSULTANT'S insurance policy. A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the COUNTY will proceed with the understanding, stipulation and condition that there are no deductible amounts, or exclusions or exemptions to the insurance coverage provided.
- (6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage indicated on each Certificate of Insurance.
- (7) If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the CONSULTANT shall furnish to the COUNTY renewal or replacement Certificate of Insurance, or Certified Binder, not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the CONSULTANT to provide the COUNTY with such renewal certificates shall be considered justification for the COUNTY to terminate this Agreement.
- (8) If any of the insurance coverages required by this Agreement shall reach the date of expiration indicated on the approved Certificates of Insurance without the COUNTY having received satisfactory evidence of renewal or replacement, the CONSULTANT shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the CONSULTANT'S services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the CONSULTANT shall not be entitled to any additional compensation or time to provide and perform the required services or work and the COUNTY shall not be required to make payment on any invoices submitted by the CONSULTANT. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the COUNTY.

13.03 - INSURANCE COVERAGES REQUIRED

The CONSULTANT shall obtain and maintain the following insurance coverages as provided

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hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) 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

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office. 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

Coverage must include the following:

- (A) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.
- (B) Such additional requirements as are set forth in Article 13.01 and 13.02 hereinabove.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$ 500,000.00 combined single limit (CSL).
- (B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.
- (C) Such additional requirements as are set forth in Articles 13.01

(4) ERRORS AND OMISSIONS

Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

Coverage must include the following:

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- (A) \$1,000,000 combined single limit (CSL) of BI and PD
- (B) Such additional requirements as are set forth in Articles 13.01 and 13.02 hereinabove.
- (C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the CONSULTANT responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the CONSULTANT shall be required to provide written documentation that is acceptable to the COUNTY establishing that the CONSULTANT has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

*The required minimum limit of liability shown in (2) Commercial General Liability and (3) Business Automobile Liability, 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."

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed upon the CONSULTANT by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 15.00 - REPRESENTATION OF THE COUNTY

The CONSULTANT in providing and performing the services and work required pursuant to this Agreement thereto shall only represent the COUNTY in the manner and to the extent specifically set forth in writing in this Agreement, and as provided in any written SUPPLEMENTAL TASK AUTHORIZATION or CHANGE ORDER issued hereunder.

In the event the CONSULTANT'S services or work involves construction contract administrative support services, the CONSULTANT is not authorized to act on the COUNTY'S behalf, and shall not act on the COUNTY'S behalf, in such a manner as to result in changes to: (1) the cost or compensation to be paid the construction contractor; or, (2) the time for completing the work as required and agreed to in the construction contract; or, (3) the scope of the work set forth in the construction contract documents, unless such representation is specifically provided for, set forth and authorized in this Agreement or thereto.

The COUNTY will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the CONSULTANT not specifically provided for and authorized as stated hereinabove.

ARTICLE 16.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers,

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specifically prepared or developed by the CONSULTANT under this Agreement shall be property of the CONSULTANT until the CONSULTANT has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the COUNTY of a written Change Order deleting all or portions of the scope of services or task(s) to be provided or performed by the CONSULTANT, all of the above documents, to the extent requested in writing by the COUNTY, shall be delivered by the CONSULTANT to the COUNTY within seven (7) calendar days of the COUNTY making such a request. In the event the COUNTY gives the CONSULTANT a written Notice of Termination of all or part of the services or work required, or upon the issuance to the CONSULTANT by the COUNTY of a written Change Order deleting all or part of the services or work required, the CONSULTANT shall deliver to the COUNTY the requested documents as set forth hereinabove, with the mutual understanding and commitment by the COUNTY that compensation earned or owing to the CONSULTANT for services or work provided or performed by the CONSULTANT prior to the effective date of any such termination or deletion will be paid to the CONSULTANT within thirty (30) calendar days of the date of issuance of the Notice of Termination or Change Order.

The CONSULTANT, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use. The CONSULTANT shall not, and agrees not to; use any of these documents, and data and information contained therein on any other project or for any other client without the prior expressed written permission of the COUNTY.

Any use by the COUNTY of said documents, and data and information contained therein, obtained by the COUNTY under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the risk of the COUNTY, and without liability to the CONSULTANT. The COUNTY shall be liable and agrees to be liable for and shall indemnify, defend and hold the CONSULTANT harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the COUNTY'S use of such documents in a manner contrary to the provisions set forth hereinabove. The COUNTY hereby acknowledges receipt of \$10.00 (ten and no hundreds dollars) and other good and valuable consideration from the CONSULTANT which has been paid as specific consideration for the indemnification provided herein.

ARTICLE 17.00 - MAINTENANCE OF RECORDS

The CONSULTANT will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the CONSULTANT for a minimum of five (5) years from the date of termination of this Agreement.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the COUNTY, and provided further that to the extent provided by law the COUNTY shall retain all such records confidential.

ARTICLE 18.00 - HEADINGS

The HEADINGS of the Articles, Sections, Exhibits, Attachments, Phases or Tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

Date: 10/25/13

ARTICLE 19.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto and shall supercede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatever on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services", dated February 18, 2014.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment", dated February 18, 2014.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance", dated February 18, 2014.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultants and SubContractors", dated February 18, 2014.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated February 18, 2014.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated February 18, 2014.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated February 18, 2014.

ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD

20.01 NOTICES BY CONSULTANT TO COUNTY

All notices required and/or made pursuant to this Agreement to be given by the CONSULTANT to the COUNTY shall be in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following COUNTY address of record and sent to the attention of the County's Project Manager:

Lee County Board of County Commissioners
Post Office Box 398
Fort Myers, Florida 33902-0398
Department: Procurement Management

20.02 NOTICES BY COUNTY TO CONSULTANT

All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the CONSULTANT shall be made in writing and shall be given by the United States Postal Service Department first class mail service, postage prepaid, addressed to the following CONSULTANT'S address of record:

EcoPlanz, Inc.
P.O. Box 2443
Fort Myers, FL 33902
Phone No.: (239) 628.5616
ATTENTION: Kim Trebatoski
Email: kim@ecoplanz.com

20.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 21.00 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the CONSULTANT, by the COUNTY giving thirty (30) day written notice to the CONSULTANT.

If the CONSULTANT is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the CONSULTANT or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the COUNTY'S designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the CONSULTANT a thirty (30) calendar day written notice, terminate this Agreement.

In addition to the COUNTY'S contractual right to terminate this Agreement in its entirety as set forth above, the COUNTY may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in Exhibit "A", or the Project Guidelines and Criteria as set forth in Exhibit "E", or as such may be established by a Supplemental Task Authorization or Change Order Agreement. The COUNTY shall provide written notice to the CONSULTANT in order to implement a stoppage, suspension, supplement or change.

The CONSULTANT may request that this Agreement be terminated by submitting a written notice to the COUNTY dated not less than thirty (30) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the COUNTY reserves the right to accept or not accept the termination request submitted by the CONSULTANT, and no such termination request submitted by the CONSULTANT shall become effective unless and until CONSULTANT is notified, in writing, by the COUNTY of its acceptance.

21.01 CONSULTANT TO DELIVER MATERIAL

Upon termination, the CONSULTANT shall deliver to the COUNTY all papers, drawings, models, and other material in which the COUNTY has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the CONSULTANT on behalf of the COUNTY.

Date: 10/25/13

ARTICLE 22.00 - AMENDMENTS

The covenants, terms and provisions set forth and contained in all of the Articles to this Agreement may be amended upon the mutual acceptance thereof, in writing, by both parties to this Agreement, as evidenced by Exhibit H for amending articles. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written Amendment (Exhibit H), the requirements, provisions and/or terms of the Amendment shall take precedence.

ARTICLE 23.00 - MODIFICATIONS

Modifications to covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written CHANGE ORDERS and/or SUPPLEMENTAL TASK AUTHORIZATIONS, the latest executed CHANGE ORDER and/or SUPPLEMENTAL TASK AUTHORIZATION shall take precedence.

In the event the COUNTY issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the COUNTY'S internal control purposes only, and any and all terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms thereof shall impair the rights of either party.

ARTICLE 24.00 – SEVERABILITY

If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

ARTICLE 25.00 – VENUE

Venue for any administrative and/or legal action arising under this Agreement shall be in Lee County, Florida.

ARTICLE 26.00 – NO THIRD PARTY BENEFICIARIES

Both parties explicitly agree, and this Agreement states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

Date: 10/25/13

ARTICLE 27.00 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

ATTEST:
CLERK OF CIRCUIT COURT
Linda Doggett, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: Marcia Wilson
Deputy Clerk

BY: [Signature]
Chair

DATE: 2/18/14



APPROVED AS TO FORM

BY: [Signature]
County Attorney's Office

ATTEST:

EcoPlanz, Inc.
Firm

BY: [Signature]
Authorized Signature

[Signature]
(Witness)

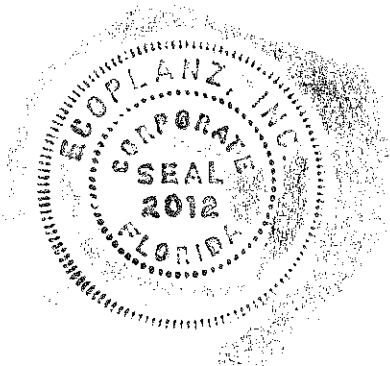
Kim Trebatoski
Authorized Signature Printed Name

[Signature]
(Witness)

President
Authorized Signature Title

DATE: 18 February 2014

CORPORATE SEAL:



Date: 10/25/13

SCOPE OF SERVICES

for CN140020 County-Wide Miscellaneous Environmental Consulting Contract (Permitting, Mitigation and Monitoring)

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

1. Assess impacts of current or proposed activities pertaining to federal, state or local regulatory compliance.
2. Design mitigation or wetland systems as the result of assessing a current activity, such as improving surface water quality in the receiving waters or to meet permit requirements.
3. Design resource based park facilities using design criteria furnished by Lee County and obtain all required permits.
4. Obtain appropriate permits for the construction and/or operation of a system or activity that may be required by permit. Prepare submittals and obtain permit modifications as requested by the Project Manager
5. Prepare cost estimates for the construction, budgeting or bidding of a project.
6. Implement mitigation strategies in order to achieve permit or regulatory compliance.
7. Perform all permit required monitoring and reporting of mitigation, storm water treatment areas and restoration areas approved by the Project Manager. This includes complete compliance with all permit(s) requirements.
8. Perform the required maintenance of the mitigation restoration and storm water treatment areas to establish and maintain the required level of desirable and non-desirable plant material, including invasive exotic vegetation removal and control as required by the permit(s) for a site resource management plan and as approved by the Project Manager.
9. Consultant to provide complete and continuous compliance with all permit(s) requirements as approved by the Project Manager. All issues of non-compliance must be resolved.
10. Coastal Studies and projects as approved by the Project Manager.
11. Perform hydrological studies, analyze water quality data and prepare hydrological restoration plans.
12. Perform site specific inventory of biota and prepare a written report documenting species occurrence. Prepare a site specific land stewardship plan using the format provided by the County.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT will perform all services and/or work necessary to complete the following tasks and/or provide the following items.

TASK INDEX

<u>Task</u>	<u>Task Description</u>
1.00	Environmental Impact Surveys and Assessments
2.00	Design Mitigation and/or Wetland Systems or Activities
3.00	Prepare Cost Estimates
4.00	Obtain Appropriate Permits
5.00	Implement Mitigation
6.00	Performance of Permit(s) Monitoring and Reporting Requirements
7.00	Permit Modifications.
8.00	Permit Compliance
9.00	Coastal Planning and Engineering
10.00	Ecological Inventories and Land Stewardship Plans
11.00	Hydrological Studies and Restoration Plans
12.00	Other Related Environmental Tasks

Task 1.00 - Environmental Impact Surveys and Assessments

The CONSULTANT shall assess a project's or site's impact upon the environment as may be required by a requesting department. This may include, but not be limited to:

- (a) field surveys of flora and/or fauna
- (b) establishing baseline data, such as inventories
- (c) assess impacts of an activity or proposed activity on an established baseline
- (d) prepare assessment reports and make recommendations on site activities to achieve a desired effect

Task 2.00 - Design Mitigation and/or Wetland Systems or Activities

The CONSULTANT shall coordinate with the Project Manager to determine the requirements of individual projects and provide expertise to effect a complete design to meet the needs of the project and approved by the Project Manager.

- 2.10 Plans and specifications
- 2.20 Other related tasks, as may be appropriate for the project

Task 3.00 - Prepare Cost Estimates

The CONSULTANT shall use the design approved by the Project Manager to obtain cost estimates for completion of the project.

Task 4.00 - Obtain Appropriate Permits

The CONSULTANT shall submit all necessary permit required information to obtain the appropriate permits for the project. This includes agency notifications, as required by regulation.

Task 5.00 - Implement Mitigation

The CONSULTANT shall implement mitigation strategies as permitted by agencies.

- 5.10 The CONSULTANT shall prepare sufficient documentation and assist the Project Manager in obtaining construction bids for Lee County.
- 5.20 The CONSULTANT shall assist the Project manager in the preparation of bid documents and in the completion of the bidding process to obtain a construction contractor.
- 5.30 The CONSULTANT shall prepare sufficient documentation, approved by the Project Manager, to obtain bids from Lee County approved subcontractors to construct the project.
- 5.40 The CONSULTANT shall manage the construction of the project and receive the approval of the Project manager for tasks completed.
- 5.50 The CONSULTANT shall assist the Project Manager in alternative methodologies to complete construction of the project.

Task 6.00- Performance of All Permit(s) Monitoring and Reporting Requirements

The CONSULTANT shall perform all services necessary for the monitoring and reporting requirements as stated in the permit(s) as approved by the Project Manager.

The CONSULTANT'S tasks and services shall include, but not be limited to:

- 6.10 An initial visual/physical inspection of the mitigation/storm water treatment area(s) shall be made to (a) determine the level of compliance with all conditions, including hydrological, under the permit(s) authorizing the project; and for the collection of data for the preparation of a written report indicating the overall condition of the areas, which may include percent of survival of planted species, percent of survival of desirable recruited species, percent of coverage of nuisance/exotic species, presence of trash and debris, physical and operational deficiencies of the areas and all other information required in the permit for compliance or by the Project Manager. The written report shall include recommended actions necessary to bring the areas into permit compliance. The report shall be submitted to the Project Manager within 14 days of the areas inspection.
- 6.20 Monitoring the mitigation/storm water treatment area and collecting all data required by the permit, including reading staff gauges, taking all field measurements, establishing permanent monitoring and photography stations for the preparation of each written report required by the permitting agency prior to its due date. All reports shall be prepared in accordance with the specific permit conditions. Color photographs shall be included in the reports to assist in identifying the level of success associated with each mitigation area.
- 6.30 Determining all issues of non-compliance with the permit(s) and identifying all corrective measures necessary for compliance and implementation by the CONSULTANT. The CONSULTANT shall track all approved recommendations and verify their completion. A time frame shall be established by the CONSULTANT and approved by the Project Manager, identifying the time necessary to complete the corrective measures.
- 6.40 Preparing all reports required by the permit(s) to be submitted to the permitting agency. All reports shall be prepared and submitted by the CONSULTANT for review and approval by the Project Manager at least 15 days prior to the report's due date.

- 6.50 Submitting all approved reports on or before their due date. The approved report, with the required information and color photographs shall be submitted to the Project Manager and each agency as required by the permit(s).
- 6.60 Compiling, maintaining and following a comprehensive schedule of all report due dates. A schedule shall be submitted to the Project Manager for approval initially, annually and/or as requested by the Project Manager.

Task 7.00 - Permit Modifications

The CONSULTANT shall perform all tasks necessary to obtain permit modifications, if determined necessary by the Project Manager.

Task 8.00 - Permit Compliance

The CONSULTANT shall perform all tasks and services necessary to provide complete compliance with all permit requirements.

The CONSULTANT'S tasks and services shall include, but not be limited to:

- 8.10 Providing a master schedule outlining any and all activities necessary to provide complete and continuous compliance with all permit(s) requirements. This schedule shall include all work necessary by the CONSULTANT to resolve all issues of non-compliance and the time frame necessary to complete each activity. Any reason for extended monitoring, reporting and/or maintenance beyond the expiration date of the permit shall be eliminated.
- 8.20 Performing all activities necessary to provide complete and continuous permit compliance.
- 8.30 All work necessary for permit compliance shall be approved by the Project Manager and completed in a timely manner as agreed upon.
- 8.40 Meeting with the Project Manager and/or the permitting agencies to respond to questions relating to the reports or the mitigation/storm water treatment areas compliance.
- 8.50 Serve as an expert witness on any issue related to this Agreement, if requested by the Project Manager.
- 8.60 Provide expertise on miscellaneous environmental matters as requested by the Project Manager
- 8.70 The CONSULTANT shall have personnel available to respond to emergency situations within 24 hours of notification by the Project Manager. The CONSULTANT shall provide the name and telephone number of personnel available 24 hours a day.

Task 9.00 - Coastal Planning and Engineering

The CONSULTANT shall perform services necessary for coastal studies and projects as approved by the Project Manager. This would include but not be limited to feasibility studies, monitoring, sediment analyses, budget preparation and funding requests, hydrodynamic analyses, coastal engineering consultation, storm assessments, surveys, economic apportionment studies, design and permitting services, and construction administration services.

Task 10.00 – Ecological Inventories and Land Stewardship Plans

The CONSULTANT shall conduct a site-specific ecological inventory and prepare a written report including maps; GIS layers and species lists. This may include, but not be limited to:

- (a) field surveys of flora and/or fauna
- (b) establishing baseline data, such as inventories
- (c) use GPS/GIS technology to map boundaries of plant communities and occurrences of listed species.
- (d) prepare a written resource management plan using the format provided by the County.

Task 11.00 – Hydrological Studies and Restoration Plans

The CONSULTANT shall collect or analyze data already available to prepare baseline conditions as well as comparisons to similar areas. This may involve use of computer programs, modeling and use of existing studies and reports as comparisons.

Task 12.00 - Other Related Environmental Tasks

The COUNTY may, from time to time, require additional miscellaneous environmental services. The scope of such services shall be determined on a case-by-case basis.

EXHIBIT B

Date: 18 February 2014

COMPENSATION AND METHOD OF PAYMENT

For CN140020 County-Wide Miscellaneous Environmental Consulting Contract (Permitting, Mitigation and Monitoring)

Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	To be negotiated through each supplemental task authorization issued.	To be negotiated through each supplemental task authorization issued.		

TOTAL
(Unless list is continued on next page)

CMO:033
09/25/01

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 18 February 2014, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated 18 February 2014, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 18 February 2014

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for CN140020 County-Wide Miscellaneous Environmental Consulting Contract (Permitting, Mitigation and Monitoring)

CONSULTANT OR SUB-CONSULTANT NAME EcoPlanz, Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Senior Ecologist			\$100
Ecologist			\$85
GIS Technician			\$75
Administrative			\$65

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: February 18, 2014

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for CN140020 County-Wide Miscellaneous Environmental Consulting Contract (Permitting, Mitigation and Monitoring)

ENSITE, INC.

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Expert Testimony	\$72	2.5	\$180
Landscape Architect	\$50	2.5	\$125
Urban Designer	\$52	2.5	\$130
Principal Planner	\$52	2.5	\$130
Senior Engineer	\$56	2.5	\$140
Junior Engineer	\$40	2.5	\$100
Lead Designer	\$38	2.5	\$95
Auto-CAD Technician III	\$36	2.5	\$90
Junior Landscape Designer	\$32	2.5	\$80
Auto -CAD Technician II	\$30	2.5	\$75
Auto - CAD Technician I	\$24	2.5	\$60
Permit Coordinator	\$22	2.5	\$55
Administrative Assistant	\$18	2.5	\$45

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: February 18, 2014

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for CN140020 County-Wide Miscellaneous Environmental Consulting Contract (Permitting, Mitigation and Monitoring)

CONSULTANT OR SUB-CONSULTANT NAME WALDROP ENGINEERING

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Director - Landscape Architecture	48.33	3.0	145.00
Director - Engineering	48.33	3.0	145.00
Senior Project Manager - Engineering	48.33	3.0	145.00
Senior Landscape Architect	46.67	3.0	140.00
Project Manager - Landscape Architect	41.67	3.0	125.00
Project Manager - Engineering	41.67	3.0	125.00
Principal Planner	41.67	3.0	125.00
Senior Engineering Designer	40.00	3.0	120.00
Landscape Architect	40.00	3.0	120.00
Landscape Architect	38.33	3.0	115.00
Engineering Designer	35.00	3.0	105.00
Project Designer - Landscape Architecture	33.33	3.0	100.00
Project Engineer	31.67	3.0	95.00
Project Administrator	26.67	3.0	80.00
Administrative Assistant	26.67	3.0	80.00

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: February 18, 2014

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for CN140020 County-Wide Miscellaneous Environmental Consulting Contract (Permitting, Mitigation and Monitoring)

h2eaux, LLC

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Principal	\$170.00	1.00	\$170.00
Project Manager	\$150.00	1.00	\$150.00
Project Engineer	\$130.00	1.00	\$130.00
Engineering Technician & Designer	\$90.00	1.00	\$90.00
GIS & CADD Technician	\$80.00	1.00	\$80.00
Computer & Modeling Technician	\$65.00	1.00	\$65.00
Field Technician	\$55.00	1.00	\$55.00
Construction Inspection	\$95.00	1.00	\$95.00
Construction Observation	\$65.00	1.00	\$65.00
Administrative & Clerical	\$45.00	1.00	\$45.00
Expert Witness	\$240.00	1.00	\$240.00

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: February 18, 2014

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for CN140020 County-Wide Miscellaneous Environmental Consulting Contract (Permitting, Mitigation and Monitoring)

CONSULTANT OR SUB-CONSULTANT NAME Greensite Engineering, Inc.

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Principal Engineer			\$150.00

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: February 18, 2014

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for CN140020 County-Wide Miscellaneous Environmental Consulting Contract (Permitting, Mitigation and Monitoring)

CONSULTANT NAME:

HANS WILSON & ASSOCIATES, INC.

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Principal Consultant / Professional Engineer	\$ 58.00	3	\$175.00
Senior Project Manager	\$ 43.25	3.4	\$150.00
Senior Project Engineer	\$ 36.05	3.4	\$125.00
Project Manager / Project Engineer	\$ 26.45	3.5	\$ 95.00
Biologist	\$ 24.00	3.5	\$ 85.00
Permit Specialist / Administrative II	\$ 20.00	3.75	\$ 75.00
Auto CAD Technician	\$ 20.00	3.75	\$ 75.00
Administrative I	\$ 14.50	3.4	\$ 50.00

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: 18 February 2014

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for CN140020 County-Wide Miscellaneous Environmental Consulting Contract (Permitting, Mitigation and Monitoring)

CONSULTANT OR SUB-CONSULTANT NAME **EcoPlanz, Inc.**

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM		BASIS OF CHARGE
Telephone (Long Distance)		Actual Cost
Postage and Shipping		Actual Cost
Commercial Air Travel		Actual Cost (Coach)
Vehicle Travel Allowance (or)		\$0.565/Mile
Vehicle Rental/Gas		Actual Cost
Lodging (Per Person)		Actual Cost or NTE \$100.00
Meals:	Breakfast	\$ 9.00
	Lunch	\$13.00
	Dinner	\$24.00
In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates		
Reproduction (Photocopy)	8 1/2" x 11"	\$0.15/Page
	8 1/2" x 14"	\$0.20/Page
	11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)		\$0.20/Sq. Ft.
Printing/Binding		Actual Cost
Mylar Sheets		Actual Cost
Photographic Supplies & Services		Actual Cost
Tolls		Actual Cost
*List other specific project related reimbursables (i.e. film/developing):		
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).		
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.		

NOTE: N.T.E. indicates Not-To-Exceed
CMO:033
01/01/2010

ATTACHMENT NO. 2 TO EXHIBIT B

Date: February 18, 2014

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for CN140020 County-Wide Miscellaneous Environmental Consulting Contract (Permitting,
Mitigation and Monitoring)

ENSITE, INC.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.565/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
Breakfast	\$ 9.00
Lunch	\$13.00
Dinner	\$24.00
In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed
CMO:033
01/01/2010

ATTACHMENT NO. 2 TO EXHIBIT B

Date: February 18, 2014

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for CN140020 County-Wide Miscellaneous Environmental Consulting Contract (Permitting, Mitigation and Monitoring)

CONSULTANT OR SUB-CONSULTANT NAME WALDROP ENGINEERING
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.565/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
	Breakfast \$ 9.00
	Lunch \$13.00
	Dinner \$24.00
In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed
CMO:033
01/01/2010

ATTACHMENT NO. 2 TO EXHIBIT B

Date: February 18, 2014

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for CN140020 County-Wide Miscellaneous Environmental Consulting Contract (Permitting, Mitigation and Monitoring)

CONSULTANT OR SUB-CONSULTANT NAME **HANS WILSON & ASSOCIATES, INC.**
 (A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.565/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
	Breakfast
	Lunch
	Dinner
	\$ 9.00
	\$13.00
	\$24.00
In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Boat usage (per day)	\$200.00
Canoe usage	\$ 50.00
Permitting Fees: Lee County shall pay fees directly to the agency related to permit(s) requested.	Project Specific
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed
 CMO:033
 01/01/2010

TIME AND SCHEDULE OF PERFORMANCE

for CN140020 County-Wide Miscellaneous Environmental Consulting Contract (Permitting, Mitigation and Monitoring)

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	To be negotiated through each supplemental task authorization issued.		
	The term of this agreement is for a period of two (2) years. Effective 5/8/2014 – 5/7/2016		

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

For CN140020 County-Wide Miscellaneous Environmental Consulting Contract (Permitting, Mitigation and Monitoring)

CONSULTANT has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Engineering	Greensite Engineering, Inc. P.O. Box 07101 Fort Myers, FL 33919	X		WBE	X	
Engineering Coastal Structures	Hans Wilson & Associates, Inc. 1938 Hill Ave Fort Myers, FL 33901		X		X	
Hydrologic Modeling	Lago Consulting & Services, LLC P.O. Box 10481 Tampa, FL 33679	X		MBE	X	
Engineering	h2eaux, LLC 26470 Bay Road Bonita Springs, FL 34134		X		X	
Landscape Design Planning/Zoning Facility Design	EnSite, Inc. 2401 First St., Ste. 201 Fort Myers, FL 33901		X		X	
Engineering	Waldrop Engineering 28100 Bonita Grande Drive Bonita Springs, FL 34135		X		X	

PROJECT GUIDELINES AND CRITERIA

CN140020 County-Wide Miscellaneous Environmental Consulting Contract (Permitting, Mitigation and Monitoring)

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

This is a "Master" contract, which is not for any specific project. Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3

Work may be assigned at anytime during the two-year contract duration. This contract also contains an option to renew for one additional, one-year period, by mutual agreement between both parties.

Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6

This contract does not entitle any firm to exclusive rights to County contracts. The County reserves the right to perform any or all work in-house, or by any means it so desires.

Item No. 7

In reference to Attachment No. 2 to Exhibit B of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensable.

Item No. 8

County reserves the right to add or delete, at any time, any or all tasks or services associates with this agreement.

ITEM NO. 9

DRUG FREE WORKPLACE: Whenever two or more proposals, which are equal with respect to price, quality, and service, are received for the procurement of contractual services, a proposal

ITEM NO. 9 (Continued)

received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the evaluation/award process. In order to have a drug-free workplace, a business shall comply with the requirements of Florida Statutes 287.087.

ITEM NO. 10

COOPERATIVE PURCHASING: The Lee County Board of County Commissioners participates in cooperative purchasing agreements; it is hereby made a part of this proposal that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same contract price, to the other governmental entities.

Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for services ordered and received by it, and no agency assumes any liability by virtue of this proposal.

ITEM NO. 11

AUTHORITY TO PIGGYBACK: It is hereby made a condition of this agreement that this agreement constitutes an agreement made under the same conditions, for the same price, and for the same effective period as this agreement, to any other governmental entity.

It is further understood that any governmental entity that electing to piggyback from this agreement with Lee County, will issue its own purchase orders, and will require separate billing

ITEM NO. 12

COST PROPOSAL WORKSHEET: To be used when performing work for Lee County.

Item No. 13

IMMIGRATION LAWS: Lee County will not intentionally award County contracts to any Consultant 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 shall consider the employment by any Consultant 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.

TRUTH IN NEGOTIATION CERTIFICATE

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Lee County Board of County Commissioners for the project known as:

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 3.11.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the County and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

EcoPlanz, Inc.

Kim Trebatoski

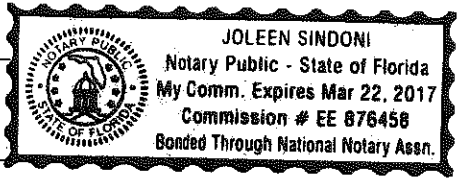
BY: Kim Trebatoski

TITLE: President

The foregoing instrument was signed and acknowledged before me this 26th day of Feb, 2014, by Kim Trebatoski who has produced FDL as identification. (Print or Type Name) (Type of Identification and Number)

Joleen Sindoni
Notary Public Signature

Printed Name of Notary Public



Notary Commission Number/Expiration

CMO:
00/00/00

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

* * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * *

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 09/05/2012 EXPIRATION DATE: N/A

PERSON: TREBATOSKI KIM M

FEIN: 455563445

BUSINESS NAME AND ADDRESS:

ECOPLANZ INC
3950 LUVERNE ST
FORT MYERS FL 33901

SCOPES OF BUSINESS OR TRADE:


1- SURVEYORS TIMBER

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

QUESTIONS? (850) 413-1609

DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 01-11

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

<p>STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION NON-CONSTRUCTION INDUSTRY CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW</p>  <p>EFFECTIVE: 09/05/2012 EXPIRATION DATE: N/A PERSON: KIM M TREBATOSKI FEIN: 455563445 BUSINESS NAME AND ADDRESS: ECOPLANZ INC 3950 LUVERNE ST FORT MYERS, FL 33901 SCOPE OF BUSINESS OR TRADE: 1- SURVEYORS TIMBER</p>	<p>IMPORTANT</p> <p>F Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.</p> <p>H Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt.</p> <p>E Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.</p> <p>QUESTIONS? (850) 413-1609</p>
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CUT HERE

* Carry bottom portion on the job, keep upper portion for your records.

DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 01-11



CERTIFICATE OF LIABILITY INSURANCE

ECOPL-1 OP ID: SHST

DATE (MM/DD/YYYY)
02/26/2014

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

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

PRODUCER Dick, Johnson & Jefferson, Inc Suite 200 1429 60th Avenue W Bradenton, FL 34207 Sharon Metzelaar	CONTACT NAME: Stacey Shankle	
	PHONE (A/C, No., Ext): 941-758-3861	FAX (A/C, No.): 941-758-5947
	E-MAIL ADDRESS: staceys@djinc.com	
INSURED Ecoplanz Inc 3950 Luverne St. Fort Myers, FL 33901		INSURER(S) AFFORDING COVERAGE INSURER A: Southern Owners Insurance Co INSURER B: Lloyd's Of London INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 10190 00001

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		20278921	09/11/2013	09/11/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS							BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS							PROPERTY DAMAGE (PER ACCIDENT) \$
<input type="checkbox"/> SCHEDULED AUTOS							\$
<input type="checkbox"/> NON-OWNED AUTOS							\$
UMBRELLA LIAB							EACH OCCURRENCE \$
EXCESS LIAB							AGGREGATE \$
<input type="checkbox"/> OCCUR							\$
<input type="checkbox"/> CLAIMS-MADE							\$
DED RETENTION \$							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
Y/N N/A							E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab			PSC00068259	01/24/2014	01/24/2015	Liability 1,000,000 Deduct 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Lee County Board of County Commissioners is additional insured for General Liability.

CERTIFICATE HOLDER LEECO03 Lee County Board of County Commissioners Lee County Procurement Mgmt P.O. Box 398 Fort Myers, FL 33902	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

ECOPL-1 OP ID: SHST

DATE (MM/DD/YYYY)

02/27/2014

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

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

PRODUCER Dick, Johnson & Jefferson, Inc Suite 200 1429 60th Avenue W Bradenton, FL 34207 Sharon Metzelaar	CONTACT NAME: Stacey Shankle	
	PHONE (A/C, No, Ext): 941-758-3861	FAX (A/C, No): 941-758-5947
E-MAIL ADDRESS: staceys@djjinc.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Southern Owners Insurance Co		10190
INSURER B: Certain Underwriters at Lloyds		00001
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		20278921	09/11/2013	09/11/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Errors & Omission			PSC00068259	01/24/2014	01/24/2015	*See below*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

*Claims made form. Retroactive Date 1/24/14. Limit of liability: \$1000000 ea & every claim, incl costs & expenses. Aggregate limit of liability: \$1000000 incl cost & expenses. Deductible: \$5000 ea & every claim incl cost & expense

CERTIFICATE HOLDER LEECO03 Lee County Board of County Commissioners Lee County Procurement Mgmt P.O.Box 398 Fort Myers, FL 33902	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

NOTEPAD:

HOLDER CODE **LEECO03**
INSURED'S NAME **Ecoplantz Inc**

ECOPL-1
OP ID: SHST

PAGE **2**
Date **02/27/2014**

Lee County Board of County Commissioners is additional insured for General Liability.

AMENDMENT TO ARTICLES

for CN140020 County-Wide Miscellaneous Environmental Consulting Contract (Permitting, Mitigation and Monitoring)

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No. ___ is hereby amended as follows:

None.

CONTRACT REVIEW CHECKLIST

CONTRACT TYPE: PROFESSIONAL SERVICES AGREEMENT

SUBJECT: Project known as: CN140020 Miscellaneous Environmental Consulting Contract (Permitting, Mitigation and Monitoring)

between Lee County and EcoPlanz, Inc. (V#407359)

Reference: Department Director approval:
County Administrator approval:

Reference: Board action approving contract/agreement

February 18, 2014 Agenda Item No. 8

2 originals

The subject contract is forwarded herewith for review and/or endorsements:

(1) By the Director of Routed by Procurement Management

Project Sponsoring Department

- Recommending execution
- Not recommending execution for the following reason(s)

Date received Date returned/forwarded
Signed

(2) By Procurement Management
 Recommending execution
 Not recommending execution for the following reason(s)

Date received 3-3-14 Date returned/forwarded 3-4-14
Signed *Ta and [Signature]*

RECEIVED BY
LEECO. ATTORNEY
2014 MAR -5 AM 10:15

(3) By the Risk Management
 Recommending execution
 Not recommending execution for the following reason(s)

Date received Mar 4, 2014 Date returned/forwarded Mar 5, 2014
Signed *[Signature]*

2014 MAR 11 1:04 PM POS

(4) By the County Attorney
 Recommending execution
 Not recommending execution for the following reason(s)

Date received Date returned/forwarded
Signed *[Signature]*

(5) **BOARD**
(6) Clerks Office, Minutes Department 3/7/14 MW
(7) **PROCUREMENT MGMT.** Diana Khan

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

Blue Sheet No. 20140030

ACTION REQUESTED/PURPOSE:

A) Concur with the selection of Consultants by the Competitive Negotiations Committee for CN140020 COUNTY-WIDE MISCELLANEOUS ENVIRONMENTAL CONSULTING CONTRACT (PERMITTING, MITIGATION AND MONITORING), and authorize staff to negotiate hourly rates and independent costs with the following 17 firms for a contract period of two years commencing on May 8, 2014: Applied Technology & Management, Inc.; Boylan Environmental Consultants, Inc.; Coastal Engineering Consultants, Inc.; EarthBalance; EcoPlanz, Inc.; ENTRIX, Inc. d/b/a Cardno ENTRIX; Environmental Restoration Consultants, Inc.; Hans Wilson and Associates, Inc.; HDR; Johnson Engineering, Inc.; Kevin L Erwin Consulting Ecologist, Inc.; Quest Ecology, Inc.; RMA Geologic Consultants, Inc.; Shaw Environmental, Inc.; Stantec Consulting Services, Inc.; Turrell, Hall & Associates, Inc.; and Wildlands Conservation, Inc. (11 of the 17 firms are local).
B) Authorize Chair to execute agreements upon final negotiations.

FUNDING SOURCE:

N/A

WHAT ACTION ACCOMPLISHES:

Awards a two year contract, commencing May 8, 2014, to 17 professional service firms selected under the competitive solicitation process for County-Wide Miscellaneous Environmental Consulting (Permitting, Mitigation and Monitoring) and grants county staff the authority to pursue contract negotiations. Approval will provide Lee County with 17 consultants that can provide professional environmental consulting services such as permitting, mitigation and monitoring, on an as needed basis for the negotiated hourly rates.

MANAGEMENT RECOMMENDATION:

Departmental Category: <DeptCategory> §		Meeting Date: 2/18/2014
Agenda: Consent	Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC 4-4 <input type="checkbox"/> Other	Request Initiated Commissioner: Department: PROCUREMENT MANAGEMENT Division: No Divisions By: Robert Franceschini

Background:

Letters of Interest were solicited on behalf of the Board of County Commissioners for COUNTY-WIDE MISCELLANEOUS ENVIRONMENTAL CONSULTING CONTRACT (Permitting, Mitigation and Monitoring). The deadline for receipt of Letters of Interest was December 9, 2013. A total of 17 Letters of Interest were considered at the Competitive Negotiations Committee meeting held on January 16, 2014. The Competitive Negotiations Committee consisted of the following staff members: Robert Franceschini, Procurement Management Director, Non-Voting Chair; Anura Karuna-Muni, Natural Resources; Cathy Olsen, Parks; Howard Wegis, Utilities. Based on the information submitted by the Consultants in their Letters of Interest, it was the consensus of the Committee to shortlist all 17 firms for telephone interviews.

At the committee meeting points were presented and put on record by each committee member with respect to each submittal from all firms. Following the discussions, the consensus of the committee was to invite all 17 firms for a

11. Required Review:					
<i>Robert Franceschini</i>	<i>Robert Franceschini</i>	<i>Emma Wolf</i>	<i>Mike Figueroa</i>	<i>Dawn Perry-Lehnert</i>	<i>Peter Winton</i>
PROCUREMENT MANAGEMENT	Purchasing	Budget Analyst	Risk	County Attorney	Budget Services
<i>Peter Winton</i>					
County Manager					

12. Commission Action:

telephone interview. Considerations for areas of expertise and previous work experience with Lee County caused the 3 firms that didn't obtain the minimum of 50 points to be included in the firms selected. The chair entertained a motion to approve the 17 firms for a telephone interview and to delegate the authority to conduct these interviews to Procurement with the further authority to present the selection to the Board if no issues were found during the interview process.

Telephone interviews were conducted on January 21, 2014 with the "short list" firms. Based upon the consensus of the Committee and the favorable telephone interview, County staff recommends Board approval to commence contract negotiations with the 17 firms as follows: Applied Technology & Management, Inc.; Boylan Environmental Consultants, Inc.; Coastal Engineering Consultants, Inc.; EarthBalance; EcoPlanz, Inc.; ENTRIX, Inc. d/b/a Cardno ENTRIX; Environmental Restoration Consultants, Inc.; Hans Wilson and Associates, Inc.; HDR; Johnson Engineering, Inc.; Kevin L Erwin Consulting Ecologist, Inc.; Quest Ecology, Inc.; RMA Geologic Consultants, Inc.; Shaw Environmental, Inc.; Stantec Consulting Services, Inc.; Turrell, Hall & Associates, Inc.; and Wildlands Conservation, Inc.

Per Section 6 of the Contracts Manual for annual-type master contracts, the Board can concur with the selection of consultants and authorize staff to negotiate hourly rates and independent costs within the same blue sheet. This will eliminate the need for an additional blue sheet requesting Board approval of the Agreements.

For general information, the annual spend for these services for the past two years totaled \$1,280,947.00.

Funds will be available within specific project budgets.

Attachment: (1) Sample Contract
(2) Shortlist meeting minutes dated January 16, 2014

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Profit Corporation**

ECOPLANZ, INC.

Filing Information

Document Number	P12000056293
FEI/EIN Number	455563445
Date Filed	06/22/2012
State	FL
Status	ACTIVE
Effective Date	06/21/2012

Principal Address3950 LUVERNE STREET
FORT MYERS, FL 33901**Mailing Address**P.O. Box 2443
FORT MYERS, FL 33902

Changed: 02/19/2013

Registered Agent Name & AddressTREBATOSKI, KIM M
3950 LUVERNE ST
FORT MYERS, FL 33901**Officer/Director Detail****Name & Address**

Title President

TREBATOSKI, KIM M
3950 LUVERNE ST
FORT MYERS, FL 33901**Annual Reports**

Report Year	Filed Date
2013	02/19/2013

Document Images

02/19/2013 -- ANNUAL REPORT

[View image in PDF format](#)

06/22/2012 -- Domestic Profit

View image in PDF format

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LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

(239) 533-5450

June 4, 2014

Ms. Kim Trebatoski
EcoPlanz, Inc.
Kim@ecoplantz.com

SUBJECT: CN140020 MISCELLANEOUS ENVIRONMENTAL
CONSULTING (PERMITTING, MITIGATION &
MONITORING)

ENCLOSURE: SUPPLEMENTAL TASK AUTHORIZATION

Dear Ms. Trebatoski:

Enclosed is your executed copy of Supplemental Task Authorization #1 for the project known as "West Basin".

If you should have any questions, please give me a call.

Sincerely,
PROCUREMENT MANAGEMENT

Lisa H. Crone
Lisa Crone
Procurement Analyst

Cc: FinanceOnBase@leeclerk.org
Ms. Cathy Olson, Lee County Parks & Recreation, Project Manager
Ms. Cindy Mitar, Lee County Parks & Recreation, Fiscal Manager
Procurement

LEE COUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order
 Supplemental Task Authorization

NO.: 001

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$50,000 or Approval by the County Manager for Expenditures Between \$50,000.01 and \$100,000 or Approval by the Board of County Commissioners for Expenditures over \$100,000)

PRIMARY CONTACT: Kim Trebatoski

CONTRACT NAME: Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)

PROJECT NAME: West Basin

CONSULTANT: EcoPlanz, Inc. PROJECT NO.: _____

SOLICIT NO.: CN140020 CONTRACT NO.: 6719 ACCOUNT NO. _____

LEE COUNTY PM: Cathy Olson DATE OF REQUEST: May 29, 2014

FISCAL STAFF: _____

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "CO/STA-A" SCOPE OF PROFESSIONAL SERVICE: DATED: May 29, 2014

EXHIBIT "CO/STA-B" COMPENSATION & METHOD OF PAYMENT: DATED: May 29, 2014

EXHIBIT "CO/STA-C" TIME AND SCHEDULE OF PERFORMANCE: DATED: May 29, 2014

EXHIBIT "CO/STA-D" CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: May 29, 2014

EXHIBIT "CO/STA-E" PROJECT GUIDELINES AND CRITERIA DATED: May 29, 2014

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

EcoPlanz, Inc.

Name of Contractor (Print Name)

kim@ecoplantz.com

Contact Email Address

Date Accepted

(239) 628-5616

Contact Phone Number

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 001

EXHIBIT "CO/STA-A"

Date: May 29, 2014

SCOPE OF PROFESSIONAL SERVICES

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/West Basin

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, or Service Provider Agreement, referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized:

Scope of Services

Task 1. Surveying Services

Because survey needs cannot be ascertained until the field exploration is conducted by EPI, a distinct survey scope cannot yet be prepared. EPI will coordinate with a licensed surveyor to provide elevation data as required in Task 2 below. Surveyor can also be utilized to document as-built information for the West Basin's control structure (needed by GEI to complete the SFWMD certification of construction completion). Task amount is an estimate and will be invoiced to cover surveyor's proposed fee only.

Task 2. Environmental Resource Permit Application

- Coordination with Mitigation Resources to blend the Phase 1 improvements with this scope of work;
- Coordination with Cardno TBE, FDOT's engineer, to obtain the most recent FDOT stormwater model for the I-75 project;
- Review previously approved permit and background documents;
- Verify control elevation based upon hydrologic data provided by Lee County, surveyed ground elevations for wells and staff gauges (to be completed by a licensed surveyor) and seasonal high water field marks (elevation to be documented by a licensed surveyor);
- Wetland Impact Assessment for temporary impacts for construction vehicle access;
- Wetland Mitigation Plan for temporary impacts for construction vehicle access;
- Determine Pre & Post Hydrologic Patterns through aerial photographs, topographic maps, field assessment, and discussions with neighboring property owners;
- Pre-application meeting with SFWMD (GEI and EPI) and ACOE (EPI only);
- Prepare surface water management calculations and hydraulic modeling of West Basin for ERP submittal;
- Prepare development plans of improvements proposed to West Basin subsequent to the results of EPI's field exploration and GEI's model/calculations;

- One (1) onsite meeting each with SFWMD & ACOE staff;
- Respond to requests for additional information (RAIs) issued by SFWMD.

Task 3. City of Fort Myers Sitework Permit Application

- Prepare an amendment to the existing Sitework permit (SIT2013-00275), including supporting documentation, plans, and calculations as required by the City.

Task 4. Bidding Assistance Services

- Attend pre-bid meeting to respond to contractor questions;
- Provide responses to contractors' requests for further information during bidding process.

Task 5. Construction Administrative Services

Task includes the following effort for GEI and EPI:

- Pre-construction protected species survey for areas approved for impact;
- Pre-construction meeting with agencies and contractor(s);
- Periodic site inspections by EPI during construction to check compliance with environmental permits;
- Minimal construction observation by GEI for project certification to SFWMD and the City;
- Certify completion of construction to SFWMD, noting any deviations from approved ERP with surveyor's as-built information;
- Prepare and submit turnover documents to the City for finalization of the Sitework permit.

Task 6. Meetings and Correspondence

- Project coordination with Lee County staff via in-person meetings, phone calls, and/or email correspondence. This task is limited to 20 hours.

Project Assumptions

The following assumptions have been made by EcoPlanz, Inc. (EPI) and its engineering consultant, Greensite Engineering, Inc. (GEI), while preparing this scope. If the ultimate objective significantly changes during the course of design and permitting, further discussions can determine if additional services are required.

1. Project surveyor will provide data in AutoCAD format.
2. Permit submittal documents provided to SFWMD will be filed electronically. Documents created by EPI will be provided electronically.
3. Phase 1 construction plans and surface water calculations will be used as the basis of the project deliverables for this project.
4. Pre & post project FLUCCS maps will not be required by the SFWMD.
5. Pre & post project FNAI maps will not be required by the SFWMD.
6. The existing conditions UMAM sheets from the original submittal will not need to be updated.
7. A protected species survey will not be required until time of construction and will only be required within proposed impact areas.

8. Gopher tortoise burrows are not present within the West Basin impact areas.
9. Permitting for impacting protected species is not included.
10. West Basin project will qualify for a US Army Corps of Engineers Nationwide-27 Permit. A dedicated permit application to ACOE is not anticipated; it is expected ACOE will receive a courtesy copy of the ERP modification submittal from SFWMD.
11. Construction contractor will stake and rope the project limits prior to commencing construction.
12. Baseline, Time Zero & Annual Monitoring of wetland mitigation areas not included.

Items Not Included in Contract:

Any items not specifically listed in this contract, including but not limited to the following items, are not included in the scope of services of this contract:

1. Payment of application fees;
2. Engineering services other than those outlined specifically in task description;
3. Land surveying services other than those outlined specifically in task description;
4. Surveying sketch and legal descriptions;
5. Easement descriptions;
6. Preparation of specific species surveys (and any mitigation plans required);
7. Indigenous preservation enhancement/restoration plans;
8. Archaeological surveys and impact assessments;
9. Any tree/vegetation location surveying or survey information;
10. Stand-alone Army Corps of Engineers (ACOE) environmental permits;
11. Architectural services, design or building permits;
12. Off-site design;
13. Lighting design;
14. Structural design;
15. Geotechnical services;
16. Traffic engineering services;
17. Landscape architecture services;
18. Construction administrative services other than those outlined specifically in Task 5;
19. Water Use permits;
20. Construction-related permits typically pulled by contractors.

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 001

EXHIBIT "CO/STA-B"

Date: May 29, 2014

COMPENSATION AND METHOD OF PAYMENT

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/West Basin

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Surveying	\$10,000.00	L.S.	W.I.P.P.
2	ERP Application	\$22,100.00	L.S.	W.I.P.P.
3	CFM Sitework Permit	\$7,000.00	L.S.	W.I.P.P.
4	Bidding Assistance	\$3,500.00	L.S.	W.I.P.P.
5	Construction Administration	\$13,500.00	L.S.	W.I.P.P.
6	Meetings	\$2,000.00	L.S.	W.I.P.P.
TOTAL		\$58,100.00	L.S.	

(Unless list is continued on next page)

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 001

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the CHANGE ORDER or AGREEMENT, Exhibit "CO/STA-A", the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit "B" of the Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation In the Basic Agreement	Adjustment(s) by Previous CO or STA Nos. ____	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
County-Wide Misc. Environmental Consulting	Base Contract	\$0.00			
01	West Basin			\$58,100.00	\$58,100.00
TOTAL				\$58,100.00	\$58,100.00

CHANGE ORDER AGREEMENT No. _____

or
 SUPPLEMENTAL TASK AUTHORIZATION No. 001

EXHIBIT "CO/STA-C"

Date: May 29, 2014

TIME AND SCHEDULE OF PERFORMANCE

For Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/West Basin

SECTION 1.00 CHANGES FOR THIS CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks, or work set forth in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", entitled "Scope of Professional Services" attached hereto is as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT A	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion from Date of Notice to Proceed For this CO or STA
1	Surveying Services	45	45
2	ERP Application	120	165
3	CFM Sitework Application	60	225
4	Bidding Assistance	30	255
5	Construction Administration	120	375
6	Meetings	0	375

CHANGE ORDER AGREEMENT No. _____

OR

SUPPLEMENTAL TASK AUTHORIZATION No. 001

EXHIBIT "CO/STA-C"

Date: May 29, 2014

TIME AND SCHEDULE OF PERFORMANCE

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/West Basin

SECTION 2.00 SUMMARY OF THE IMPACT OF CHANGE(S) IN PROFESSIONAL SERVICES ON THE OVERALL PROJECT TIME AND SCHEDULE OF PERFORMANCE

Pursuant to and in consideration of the changes in the Scope of Professional Services in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", the time and schedule the COUNTY and the CONSULTANT, or SERVICE PROVIDER, has previously agreed to for all of the work to be done under this Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT "CO/STA-A" and EXHIBIT "CO/STA-C"	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion From Date of Notice to Proceed
	N/A		

CHANGE ORDER AGREEMENT No. _____
or
 SUPPLEMENTAL TASK AUTHORIZATION No. 001

EXHIBIT "CO/STA-D"

Date: May 29, 2014

CONSULTANT'S, OR SERVICE PROVIDER'S, ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

For Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/West Basin

CONSULTANT, or SERVICE PROVIDER, intends to engage the following sub-consultant(s) and/or sub-contractor(s) to assist the CONSULTANT, or SERVICE PROVIDER, in providing and performing the services, tasks, or work required under this CHANGE ORDER, or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT.

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Engineering	Greensite Engineering, Inc. Attn: Stephanie Caldwell P.O. Box 07101 Fort Myers, FL 33919	X		WBE	X	
Surveying	Harris-Jorgensen, Inc. 3046 Del Prado Blvd South Unit 3A Cape Coral, FL 33904		X		X	

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 001

EXHIBIT "CO/STA-E"

Date: May 29, 2014

PROJECT GUIDELINES AND CRITERIA

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/West Basin

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, or Service Provider Agreement, Exhibit "E", the COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget, and/or Requirements which shall serve as a guide to the CONSULTANT, or SERVICE PROVIDER, in performing the professional services, tasks, or work to be provided pursuant to the professional services set forth hereinbefore in CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto:

(If none, enter the word "None" in the space below.)

ITEM No. 1

None

John E. Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

(239) 533-5450

June 19, 2014

Ms. Kim Trebatoski
EcoPlanz, Inc.
Kim@ecoplantz.com

SUBJECT: CN140020 MISCELLANEOUS ENVIRONMENTAL
CONSULTING (PERMITTING, MITIGATION &
MONITORING)

ENCLOSURE: SUPPLEMENTAL TASK AUTHORIZATION

Dear Ms. Trebatoski:

Enclosed is your executed copy of Supplemental Task Authorization #2 for the project known as "Six Mile North Mitigation Monitoring".

If you should have any questions, please give me a call.

Sincerely,
PROCUREMENT MANAGEMENT

Lisa H. Crone
Lisa Crone
Procurement Analyst

Cc: FinanceOnBase@leeclerk.org
Ms. Cathy Olson, Lee County Parks & Recreation, Project Manager
Ms. Cindy Mitar, Lee County Parks & Recreation, Fiscal Manager
Procurement

LEE COUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order
 Supplemental Task Authorization

NO.: 002

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$50,000 or Approval by the County Manager for Expenditures Between \$50,000.01 and \$100,000 or Approval by the Board of County Commissioners for Expenditures over \$100,000)

PRIMARY CONTACT: Kim Trebatoski

CONTRACT NAME: Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)

PROJECT NAME: Six Mile North Mitigation Monitoring

CONSULTANT: EcoPlanz, Inc. PROJECT NO.: _____

SOLICIT NO.: CN140020 CONTRACT NO.: 6719 ACCOUNT NO. **KH5722030105.503190**

LEE COUNTY PM: Cathy Olson DATE OF REQUEST: June 16, 2014

FISCAL STAFF: _____

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "CO/STA-A" SCOPE OF PROFESSIONAL SERVICE: DATED: June 16, 2014

EXHIBIT "CO/STA-B" COMPENSATION & METHOD OF PAYMENT: DATED: June 16, 2014

EXHIBIT "CO/STA-C" TIME AND SCHEDULE OF PERFORMANCE: DATED: June 16, 2014

EXHIBIT "CO/STA-D" CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: June 16, 2014

EXHIBIT "CO/STA-E" PROJECT GUIDELINES AND CRITERIA DATED: June 16, 2014

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

EcoPlanz, Inc.

Name of Contractor (Print Name)

kim@ecoplantz.com

Contact Email Address

Date Accepted

(239) 628-5616

Contact Phone Number

- CHANGE ORDER AGREEMENT No. _____
or
 SUPPLEMENTAL TASK AUTHORIZATION No. 002

EXHIBIT "CO/STA-A"

Date: June 16, 2014

SCOPE OF PROFESSIONAL SERVICES

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/Six Mile N Monitoring

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, or Service Provider Agreement, referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized:

Scope of Services:

Task 1. Mitigation Area Monitoring Plan & Time Zero Monitoring

- Develop a mitigation area monitoring plan to document the vegetative cover to verify when the project reaches the 80% coverage of desirable obligate and facultative wetland plants.
- Install monitoring transects.
- Conduct Time Zero monitoring.
- Compile monitoring report for review by C20/20 staff.
- Submit monitoring report to SFWMD by December 1, 2014.

Task 2. 1st Annual Mitigation Area Monitoring (2015)

- Conduct 1st annual mitigation area monitoring in September 2015.
- Compile monitoring report including recommended management activities to achieve permit success criteria.
- Submit monitoring report to C20/20 staff in October 2015 for review.
- Submit monitoring report to SFWMD by December 1, 2015.

CHANGE ORDER AGREEMENT No. _____
or
 SUPPLEMENTAL TASK AUTHORIZATION No. 002

EXHIBIT "CO/STA-B"

Date: June 16, 2014

COMPENSATION AND METHOD OF PAYMENT

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/Six Mile N Monitoring

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Mitigation Area Monitoring Plan & Time Zero Monitoring	\$2,000	L.S.	W.I.P.P.
2	1 st Annual Mitigation Area Monitoring (2015)	\$1,200	L.S.	W.I.P.P.
TOTAL		\$3,200	L.S.	

(Unless list is continued on next page)

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 002

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the CHANGE ORDER or AGREEMENT, Exhibit "CO/STA-A", the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit "B" of the Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation In the Basic Agreement	Adjustment(s) by Previous CO or STA Nos. <u>_1_</u>	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
County-Wide Misc. Environmental Consulting	Base Contract	\$0.00			
01	West Basin		\$58,100.00		\$58,100.00
02	Six Mile North Mitigation Monitoring			\$3,200.00	\$3,200.00
TOTAL				\$61,300.00	\$61,300.00

CHANGE ORDER AGREEMENT No. _____

or
 SUPPLEMENTAL TASK AUTHORIZATION No. 002

EXHIBIT "CO/STA-C"

Date: June 16, 2014

TIME AND SCHEDULE OF PERFORMANCE

For Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/Six Mile N Monitoring

SECTION 1.00 CHANGES FOR THIS CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks, or work set forth in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", entitled "Scope of Professional Services" attached hereto is as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT A	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion from Date of Notice to Proceed For this CO or STA
1	Mitigation Area Monitoring Plan & Time Zero Monitoring	165	165
2	1 st Annual Mitigation Area Monitoring (2015)	120	530

CHANGE ORDER AGREEMENT No. _____
or

SUPPLEMENTAL TASK AUTHORIZATION No. 002

EXHIBIT "CO/STA-C"

Date: June 16, 2014

TIME AND SCHEDULE OF PERFORMANCE

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/Six Mile N Monitoring

SECTION 2.00 SUMMARY OF THE IMPACT OF CHANGE(S) IN PROFESSIONAL SERVICES ON THE OVERALL PROJECT TIME AND SCHEDULE OF PERFORMANCE

Pursuant to and in consideration of the changes in the Scope of Professional Services in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", the time and schedule the COUNTY and the CONSULTANT, or SERVICE PROVIDER, has previously agreed to for all of the work to be done under this Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT "CO/STA-A" and EXHIBIT "CO/STA-C"	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion From Date of Notice to Proceed
	N/A		

CHANGE ORDER AGREEMENT No. _____
or
 SUPPLEMENTAL TASK AUTHORIZATION No. 002

EXHIBIT "CO/STA-D"

Date: June 16, 2014

CONSULTANT'S, OR SERVICE PROVIDER'S, ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

For Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/Six Mile N Monitoring

CONSULTANT, or SERVICE PROVIDER, intends to engage the following sub-consultant(s) and/or sub-contractor(s) to assist the CONSULTANT, or SERVICE PROVIDER, in providing and performing the services, tasks, or work required under this CHANGE ORDER, or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT.

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	None					

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 002

EXHIBIT "CO/STA-E"

Date: June 16, 2014

PROJECT GUIDELINES AND CRITERIA

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/Six Mile N
Monitoring

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, or Service Provider Agreement, Exhibit "E", the COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget, and/or Requirements which shall serve as a guide to the CONSULTANT, or SERVICE PROVIDER, in performing the professional services, tasks, or work to be provided pursuant to the professional services set forth hereinbefore in CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto:

(If none, enter the word "None" in the space below.)

ITEM No. 1

None



LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

(239) 533-5450

June 27, 2014

Ms. Kim Trebatoski
EcoPlanz, Inc.
Kim@ecoplantz.com

SUBJECT: CN140020 MISCELLANEOUS ENVIRONMENTAL
CONSULTING (PERMITTING, MITIGATION &
MONITORING)

ENCLOSURE: SUPPLEMENTAL TASK AUTHORIZATION

Dear Ms. Trebatoski:

Enclosed is your executed copy of Supplemental Task Authorization #3 for the project known as "Imperial Marsh Preserve Wetland Monitoring".

If you should have any questions, please give me a call.

Sincerely,
PROCUREMENT MANAGEMENT

Lisa H. Crone
Lisa Crone
Procurement Analyst

Cc: FinanceOnBase@leeclerk.org
Ms. Cathy Olson, Lee County Parks & Recreation, Project Manager
Ms. Cindy Mitar, Lee County Parks & Recreation, Fiscal Manager
Procurement

LEE COUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order
 Supplemental Task Authorization

NO.: 003

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$50,000 or Approval by the County Manager for Expenditures Between \$50,000.01 and \$100,000 or Approval by the Board of County Commissioners for Expenditures over \$100,000)

PRIMARY CONTACT: Kim Trebatoski

CONTRACT NAME: Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)

PROJECT NAME: Imperial Marsh Preserve Wetland Monitoring

CONSULTANT: EcoPlanz, Inc. PROJECT NO.: _____

SOLICIT NO.: CN140020 CONTRACT NO.: 6719 ACCOUNT NO. _____

LEE COUNTY PM: Cathy Olson DATE OF REQUEST: June 25, 2014

FISCAL STAFF: _____

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "CO/STA-A" SCOPE OF PROFESSIONAL SERVICE: DATED: June 25, 2014

EXHIBIT "CO/STA-B" COMPENSATION & METHOD OF PAYMENT: DATED: June 25, 2014

EXHIBIT "CO/STA-C" TIME AND SCHEDULE OF PERFORMANCE: DATED: June 25, 2014

EXHIBIT "CO/STA-D" CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: June 25, 2014

EXHIBIT "CO/STA-E" PROJECT GUIDELINES AND CRITERIA DATED: June 25, 2014

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

EcoPlanz, Inc.

Name of Contractor (Print Name)

kim@ecoplantz.com

Contact Email Address

Date Accepted

(239) 628-5616

Contact Phone Number

- CHANGE ORDER AGREEMENT No. _____
or
 SUPPLEMENTAL TASK AUTHORIZATION No. 003

EXHIBIT "CO/STA-A"

Date: June 25,2014

SCOPE OF PROFESSIONAL SERVICES

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/Imperial Marsh
Preserve Monitoring

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, or Service Provider Agreement, referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized:

Scope of Services:

Task 1: Semi-annual Wetland Monitoring (2014)

Task 2: 3rd Annual Wetland Monitoring (2015)

CHANGE ORDER AGREEMENT No. _____
or
 SUPPLEMENTAL TASK AUTHORIZATION No. 003

EXHIBIT "CO/STA-B"

Date: June 25, 2014

COMPENSATION AND METHOD OF PAYMENT

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/Imperial Marsh Preserve Monitoring

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Semi-Annual Wetland Monitoring (2014)	\$2,000	L.S.	W.I.P.P.
2	3 rd Annual Wetland Monitoring (2015)	\$2,000	L.S.	W.I.P.P.
TOTAL		\$4,000	L.S.	

(Unless list is continued on next page)

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 003

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the CHANGE ORDER or AGREEMENT, Exhibit "CO/STA-A", the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit "B" of the Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation In the Basic Agreement	Adjustment(s) by Previous CO or STA Nos. ____	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
County-Wide Misc. Environmental Consulting	Base Contract	\$0.00			
01	West Basin			\$58,100.00	\$58,100.00
02	Six Mile North Mitigation Monitoring			\$3,200.00	\$3,200.00
03	Imperial Marsh Preserve Monitoring			\$4,000.00	\$4,000.00
TOTAL				\$65,300.00	\$65,300.00

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 003

EXHIBIT "CO/STA-C"

Date: June 25, 2014

TIME AND SCHEDULE OF PERFORMANCE

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/Imperial Marsh Preserve Monitoring

SECTION 1.00 CHANGES FOR THIS CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks, or work set forth in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", entitled "Scope of Professional Services" attached hereto is as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT A	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion from Date of Notice to Proceed For this CO or STA
1	Semi-annual Wetland Monitoring (2014)	180	180
2	3 rd Annual Wetland Monitoring (2015)	180	360

CMO:027
09/25/01

CHANGE ORDER AGREEMENT No. _____
or
 SUPPLEMENTAL TASK AUTHORIZATION No. 003

EXHIBIT "CO/STA-D"

Date: June 25, 2014

CONSULTANT'S, OR SERVICE PROVIDER'S, ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/Imperial Marsh Preserve Monitoring

CONSULTANT, or SERVICE PROVIDER, intends to engage the following sub-consultant(s) and/or sub-contractor(s) to assist the CONSULTANT, or SERVICE PROVIDER, in providing and performing the services, tasks, or work required under this CHANGE ORDER, or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT.

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	None					

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 003

EXHIBIT "CO/STA-E"

Date: June 25, 2014

PROJECT GUIDELINES AND CRITERIA

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/Imperial Marsh Preserve Monitoring

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, or Service Provider Agreement, Exhibit "E", the COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget, and/or Requirements which shall serve as a guide to the CONSULTANT, or SERVICE PROVIDER, in performing the professional services, tasks, or work to be provided pursuant to the professional services set forth hereinbefore in CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto:

(If none, enter the word "None" in the space below.)

ITEM No. 1

None



John E. Manning
District One

October 15, 2014

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

Ms. Kim Trebatoski
EcoPlanz Inc.
P.O. Box 2243
Fort Myers, FL 33901

SUBJECT: CN140020 MISCELLANEOUS ENVIRONMENTAL CONSULTING
CONTRACT (PERMITTING, MITIGATION & MONITORING)

ENCLOSURE: Supplemental Task Authorization

Dear Ms. Trebatoski:

Enclosed is your executed copy of the Supplemental Task Authorization No. 4 for the project known as "Environmental Support Services for Osprey Management".

If you should have any questions, please contact our office.

Sincerely,
DIVISION OF PROCUREMENT MANAGEMENT

Diana Khan

Diana Khan
Procurement Manager

C: FinanceOnBase@leeclerk.org
Betsie Hiatt
Bev Dearborn
Bruce Westberry
File

LEE COUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order
 Supplemental Task Authorization

NO.: 004

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$50,000 or Approval by the County Manager for Expenditures Between \$50,000.01 and \$100,000 or Approval by the Board of County Commissioners for Expenditures over \$100,000)

PRIMARY CONTACT: Kim Trebatoski

CONTRACT NAME: Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)

PROJECT NAME: Environmental Support Services for Osprey Management

CONSULTANT: EcoPlanz, Inc. PROJECT NO.: 4007

SOLICIT NO.:	CN140020	CONTRACT NO.:	6719	ACCOUNT NO.	40400700100	-	\$5,000;
					40400748730	-	\$10,000;
					40400730700	-	\$10,000

LEE COUNTY PM: Betsie Hiatt DATE OF REQUEST: October 1, 2014
FISCAL STAFF: **Bruce Westberry and Bev Dearborn**

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "CO/STA-A" SCOPE OF PROFESSIONAL SERVICE: DATED: October 1, 2014

EXHIBIT "CO/STA-B" COMPENSATION & METHOD OF PAYMENT: DATED: October 1, 2014

EXHIBIT "CO/STA-C" TIME AND SCHEDULE OF PERFORMANCE: DATED: October 1, 2014

EXHIBIT "CO/STA-D" CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: October 1, 2014

EXHIBIT "CO/STA-E" PROJECT GUIDELINES AND CRITERIA DATED: October 1, 2014

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

EcoPlanz, Inc.
Name of Contractor (Print Name)
kim@ecoplantz.com
Contact Email Address

(239) 628-5616
Date Accepted
Contact Phone Number

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 004

EXHIBIT "CO/STA-A"

Date: October 1, 2014

SCOPE OF PROFESSIONAL SERVICES

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/
Environmental Support Services for Osprey Management

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, or Service Provider Agreement, referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized:

Scope of Services:

EcoPlanz, Inc. will provide environmental support services on an as-needed basis to assist in the implementation of the Public Works osprey management plan. Environmental support services may include but are not limited to: renewal of permit(s); review of management activities; compilation of reports; review of reports; write and/or review project and/or grant proposals; coordination with County staff; oversight of osprey nest relocation; monitoring of osprey nests; coordination with State agencies.

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 004

EXHIBIT "CO/STA-B"

Date: October 1, 2014

COMPENSATION AND METHOD OF PAYMENT

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/
Environmental Support Services for Osprey Management

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	On-call environmental support services	\$25,000	NTE	
TOTAL		\$25,000	NTE	

(Unless list is continued on next page)

CHANGE ORDER AGREEMENT No. _____
or
 SUPPLEMENTAL TASK AUTHORIZATION No. 003

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the CHANGE ORDER or AGREEMENT, Exhibit "CO/STA-A", the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit "B" of the Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation In the Basic Agreement	Adjustment(s) by Previous CO or STA Nos. ____	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
County-Wide Misc. Environmental Consulting	Base Contract	\$0.00			
01	West Basin			\$58,100.00	\$58,100.00
02	Six Mile North Mitigation Monitoring			\$3,200.00	\$3,200.00
03	Imperial Marsh Preserve Monitoring			\$4,000.00	\$4,000.00
04	Environmental Support Services for Osprey Mgt			\$25,000	\$25,000
TOTAL				\$90,300.00	\$90,300.00

CHANGE ORDER AGREEMENT No. _____

SUPPLEMENTAL TASK AUTHORIZATION No. 004

EXHIBIT "CO/STA-C"

Date: October 1, 2014

TIME AND SCHEDULE OF PERFORMANCE

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/
Environmental Support Services for Osprey Management

SECTION 1.00 CHANGES FOR THIS CHANGE ORDER OR SUPPLEMENTAL TASK
AUTHORIZATION AGREEMENT

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks, or work set forth in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", entitled "Scope of Professional Services" attached hereto is as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT A	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion from Date of Notice to Proceed For this CO or STA
	On-call Environmental Support Services	tbd	585

CHANGE ORDER AGREEMENT No. _____

or
 SUPPLEMENTAL TASK AUTHORIZATION No. 004

EXHIBIT "CO/STA-C"

Date: October 1, 2014

TIME AND SCHEDULE OF PERFORMANCE

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/
Environmental Support Services for Osprey Management

SECTION 2.00 SUMMARY OF THE IMPACT OF CHANGE(S) IN PROFESSIONAL SERVICES ON
THE OVERALL PROJECT TIME AND SCHEDULE OF PERFORMANCE

Pursuant to and in consideration of the changes in the Scope of Professional Services in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", the time and schedule the COUNTY and the CONSULTANT, or SERVICE PROVIDER, has previously agreed to for all of the work to be done under this Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT "CO/STA-A" and EXHIBIT "CO/STA-C"	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion From Date of Notice to Proceed
	N/A		

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 004

EXHIBIT "CO/STA-E"

Date: October1, 2014

PROJECT GUIDELINES AND CRITERIA

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/
Environmental Support Services for Osprey Management

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, or Service Provider Agreement, Exhibit "E", the COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget, and/or Requirements which shall serve as a guide to the CONSULTANT, or SERVICE PROVIDER, in performing the professional services, tasks, or work to be provided pursuant to the professional services set forth hereinbefore in CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto:

(If none, enter the word "None" in the space below.)

ITEM No. 1

None

From: [Franceschini, Robert](#)
To: [Khan, Diana](#)
Cc: [Ciccarelli, Kathryn](#)
Subject: FW: Draft STA
Date: Monday, October 06, 2014 12:40:35 PM
Attachments: [CO_STA 004 Exhibit A 1Oct2014.doc](#)
[CO_STA 004 Exhibit B 1Oct2014.doc](#)
[CO_STA 004 Exhibit C 1Oct2014.doc](#)
[CO_STA 004 Exhibit E 1Oct2014.doc](#)
[Contract 6719 STA 004 1Oct2014.doc](#)
[Contract 6719 -CO_STA 004 Exh B 1Oct2014.docx](#)

Diana...

Two favors...

First, would you please enter this into WebQA and let me know when it's ready for me to approve.

Second, please ask Kathy to sit with you when you enter it so she can get some more training on how this process works...thanks.

Bob

Robert D. Franceschini, C.P.M, CPPB
Procurement Director
Division of Procurement Management
P - 239-533-5457
F - 239-485-5460
rfranceschini@leegov.com

From: Hiatt, Betsie
Sent: Monday, October 6, 2014 12:11 PM
To: Khan, Diana
Cc: Franceschini, Robert
Subject: FW: Draft STA

Good Afternoon Bob and Diana ... Please find attached an STA request for miscellaneous environmental services. Please let me know if you have any questions or need additional information.

Thanks for your help, Betsie

Betsie N. Hiatt, Environmental Manager
Lee County Office of Environmental Policy Management
1500 Monroe Street
Fort Myers, FL 33902-0398
(239)533-8177 ph
(239)485-8307 fx

From: Dearborn, Beverly
Sent: Thursday, October 02, 2014 3:18 PM
To: Hiatt, Betsie
Cc: Schwartz, Holly
Subject: FW: Draft STA

Hi Betsie,

I added the account strings and the dollar amounts as well as my name and Bruce Westberry to the cover page. I also changed page 2 of exhibit B to move the prior STAs to the correct column. The two revised pages are the last two attachments.

Bev Dearborn
Fiscal Manager
Facilities Services Division
bdearborn@leegov.com
Phone: (239) 533-8521
Cell: (239) 822-3665
Fax: (239) 485-8653

From: Hiatt, Betsie
Sent: Thursday, October 02, 2014 2:32 PM
To: Dearborn, Beverly
Cc: Schwartz, Holly
Subject: FW: Draft STA

Bev, will you please review and advise on account strings? This should be split \$10,00 each DOT and Utilities, and \$5,000 general fund.

Holly, this is FYI, I believe we spoke briefly about this. We are due this year to renew our Lee county FWC osprey permit which requires a management report.

Thanks, Betsie

Betsie N. Hiatt, Environmental Manager
Lee County Office of Environmental Policy Management
1500 Monroe Street
Fort Myers, FL 33902-0398
(239)533-8177 ph
(239)485-8307 fx

From: kim@ecoplanz.com [<mailto:kim@ecoplanz.com>]
Sent: Thursday, September 18, 2014 3:47 PM
To: Hiatt, Betsie
Subject: Draft STA

Betsie,

Please review the attached STA documents covering the environmental support services we discussed today.

With regards,
Kim

Kim Trebatoski, MS
Consulting Ecologist - Environmental Planner

ESA Certified Senior Ecologist

EcoPlanz Inc.
P.O. Box 2443
Fort Myers, FL 33901
+1.239.628.5616
Certified Woman Business Enterprise
www.ecoplanz.com
 [Like us on facebook](#)

Please note: Florida has a very broad public records law. Most written communications to or from County Employees and officials regarding County business are public records available to the public and media upon request. Your email communication may be subject to public disclosure.

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



John E. Manning
District One

January 23, 2015

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

Ms. Kim Trebatoski
EcoPlanZ, Inc.
P.O. Box 2443
Fort Myers, FL 33901

SUBJECT: CN140020 MISCELLANEOUS ENVIRONMENTAL CONSULTING
CONTRACT (PERMITTING, MITIGATION & MONITORING) –
C-6719

ENCLOSURE: Supplemental Task Authorization

Dear Ms. Trebatoski:

Enclosed is your executed copy of the Supplemental Task Authorization No. 5 for the project known as "Hydrologic Monitoring".

If you should have any questions, please contact our office.

Sincerely,
DIVISION OF PROCUREMENT MANAGEMENT

Diana Khan

Diana Khan
Procurement Manager

C: FinanceOnBase@leeclerk.org
Cathy Olson
Cindy Mitar
File

LEE COUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order
 Supplemental Task Authorization

NO.: 005

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$50,000 or Approval by the County Manager for Expenditures Between \$50,000.01 and \$100,000 or Approval by the Board of County Commissioners for Expenditures over \$100,000)

PRIMARY CONTACT: Kim Trebatoski

CONTRACT NAME: Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)

PROJECT NAME: Hydrologic Monitoring

CONSULTANT: EcoPlanz, Inc. PROJECT NO.: _____

SOLICIT NO.: CN140020 CONTRACT NO.: 6719 ACCOUNT NO. KH5722030105.503190

LEE COUNTY PM: Cathy Olson DATE OF REQUEST: January 12, 2015

FISCAL STAFF: Cindy Mitar

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "CO/STA-A" SCOPE OF PROFESSIONAL SERVICE: DATED: January 12, 2015

EXHIBIT "CO/STA-B" COMPENSATION & METHOD OF PAYMENT: DATED: January 12, 2015

EXHIBIT "CO/STA-C" TIME AND SCHEDULE OF PERFORMANCE: DATED: January 12, 2015

EXHIBIT "CO/STA-D" CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: January 12, 2015

EXHIBIT "CO/STA-E" PROJECT GUIDELINES AND CRITERIA DATED: January 12, 2015

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

EcoPlanz, Inc.

Name of Contractor (Print Name)

kim@ecoplantz.com

Contact Email Address

January 12, 2015

Date Accepted

(239) 628-5616

Contact Phone Number

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 005

EXHIBIT "CO/STA-A"

Date: January 12, 2015

SCOPE OF PROFESSIONAL SERVICES

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/Hydrologic Monitoring

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, or Service Provider Agreement, referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized:

Scope of Services:

Task 1: Six Mile North Preserve Hydrologic Monitoring

EcoPlanz will upload the water level data from 9 monitoring wells, record the water level at 10 staff gauges, and record the rainfall at 3 rain gauges bimonthly during the first week of each month starting February 2015 through April 2016 (i.e. February 2015, April 2015, June 2015, August 2015, October 2015, December 2015, February 2016, and April 2016). Data will be delivered to Conservation 20/20 staff via e-mail.

Task 2: Imperial Marsh Preserve Hydrologic Monitoring

EcoPlanz will upload the water level data from 11 monitoring wells the last week of April 2015, October 2015, and April 2016. Data will be delivered to Conservation 20/20 staff via e-mail.

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 005

EXHIBIT "CO/STA-B"

Date: January 12, 2015

COMPENSATION AND METHOD OF PAYMENT

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/Hydrologic Monitoring

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Six Mile North Preserve Hydrologic Monitoring	\$6,000	NTE	W.I.P.P.
2	Imperial Marsh Preserve Hydrologic Monitoring	\$1,500	NTE	W.I.P.P.
TOTAL		\$7,500	NTE	

(Unless list is continued on next page)

CHANGE ORDER AGREEMENT No. _____
 or
 SUPPLEMENTAL TASK AUTHORIZATION No. 005

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the CHANGE ORDER or AGREEMENT, Exhibit "CO/STA-A", the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit "B" of the Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation In the Basic Agreement	Adjustment(s) by Previous CO or STA Nos. ____	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
County-Wide Misc. Environmental Consulting	Base Contract	\$0.00			
01	West Basin			\$58,100.00	\$58,100.00
02	Six Mile North Mitigation Monitoring			\$3,200.00	\$3,200.00
03	Imperial Marsh Preserve Wetland Monitoring			\$4,000.00	\$4,000.00
04	Environmental Support Services for Osprey Management			\$25,000.00	\$25,000.00
05	Hydrologic Monitoring			\$7,500.00	\$7,500.00
TOTAL				\$97,800.00	\$97,800.00

or

SUPPLEMENTAL TASK AUTHORIZATION No. 005

EXHIBIT "CO/STA-C"

Date: January 12, 2015

TIME AND SCHEDULE OF PERFORMANCE

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/
Hydrologic Monitoring

SECTION 2.00 SUMMARY OF THE IMPACT OF CHANGE(S) IN PROFESSIONAL SERVICES ON
THE OVERALL PROJECT TIME AND SCHEDULE OF PERFORMANCE

Pursuant to and in consideration of the changes in the Scope of Professional Services in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", the time and schedule the COUNTY and the CONSULTANT, or SERVICE PROVIDER, has previously agreed to for all of the work to be done under this Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT "CO/STA-A" and EXHIBIT "CO/STA-C"	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion From Date of Notice to Proceed
	N/A		

CHANGE ORDER AGREEMENT No. _____
or
 SUPPLEMENTAL TASK AUTHORIZATION No. 005

EXHIBIT "CO/STA-D"

Date: January 12, 2015

CONSULTANT'S, OR SERVICE PROVIDER'S, ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/ Hydrologic Monitoring

CONSULTANT, or SERVICE PROVIDER, intends to engage the following sub-consultant(s) and/or sub-contractor(s) to assist the CONSULTANT, or SERVICE PROVIDER, in providing and performing the services, tasks, or work required under this CHANGE ORDER, or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT.

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	None					

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 005

EXHIBIT "CO/STA-E"

Date: Januray 12, 2015

PROJECT GUIDELINES AND CRITERIA

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/
Hydrologic Monitoring

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, or Service Provider Agreement, Exhibit "E", the COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget, and/or Requirements which shall serve as a guide to the CONSULTANT, or SERVICE PROVIDER, in performing the professional services, tasks, or work to be provided pursuant to the professional services set forth hereinbefore in CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto:

(If none, enter the word "None" in the space below.)

ITEM No. 1

None

From: [Mitar, Cynthia](#)
To: [Khan, Diana](#)
Cc: [Hofschneider, Amy](#)
Subject: FW: Well Monitoring
Date: Tuesday, January 13, 2015 1:37:54 PM
Attachments: [CO_STA 005_12Jan2015.doc](#)
[CO_STA 005_ Exhibit A_12Jan2015.doc](#)
[CO_STA 005_ Exhibit B_12Jan2015.doc](#)
[CO_STA 005_ Exhibit C_12Jan2015.doc](#)
[CO_STA 005_ Exhibit D_12Jan2015.doc](#)
[CO_STA 005_ Exhibit E_12Jan2015.doc](#)

Please process!

Cindy Mitar
Fiscal Manager
Lee County Parks and Recreation
3410 Palm Beach Blvd
Fort Myers, FL 33916
phone (239) 533-7414
fax (239) 485-2301
mitarcc@leegov.com
www.leeparks.org

From: Olson, Cathy
Sent: Tuesday, January 13, 2015 1:24 PM
To: Mitar, Cynthia
Subject: FW: Well Monitoring

Will you please process. Thanks!

I no longer can print so yell when I can come up and sign. ☺

Cathy Olson
Conservation Lands Manager
Lee County Parks and Recreation
Conservation 20/20 Program
3410 Palm Beach Blvd.
Fort Myers, FL 33916
(239) 533-7455
fax: 239 485-2303
colson@leegov.com
www.conservation2020.org
www.leeparks.org

The Natural Place to Play...

Lee County Parks and Recreation is CAPRA accredited.

From: kim@ecoplanz.com [<mailto:kim@ecoplanz.com>]
Sent: Monday, January 12, 2015 4:02 PM
To: Olson, Cathy
Subject: RE: Well Monitoring

Cathy,

Please find the STA forms for the well monitoring attached.

Kim Trebatoski, MS

Consulting Ecologist - Environmental Planner
ESA Certified Senior Ecologist

EcoPlanz Inc.

P.O. Box 2443

Fort Myers, FL 33901

+1.239.628.5616

Certified Woman Business Enterprise

www.ecoplanz.com



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----- Original Message -----

Subject: RE: Well Monitoring

From: "Olson, Cathy" <COlson@leegov.com>

Date: Mon, January 05, 2015 7:13 am

To: "kim@ecoplanz.com" <kim@ecoplanz.com>

Perfect. Thanks, Kim. Please submit an STA.

Cathy Olson

Conservation Lands Manager

Lee County Parks and Recreation

Conservation 20/20 Program

3410 Palm Beach Blvd.

Fort Myers, FL 33916

(239) 533-7455

fax: 239 485-2303

colson@leegov.com

www.conservation2020.org

www.leeparks.org

The Natural Place to Play...

Lee County Parks and Recreation is CAPRA accredited.

From: kim@ecoplanz.com [<mailto:kim@ecoplanz.com>]

Sent: Friday, January 02, 2015 8:00 AM

To: Olson, Cathy

Subject: Well Monitoring

Cathy,

Please find a proposal attached to conduct hydrologic monitoring at Six Mile North Preserve and Imperial Marsh Preserve through the current Environmental Services contract. If this proposal is acceptable, I will compile a STA for your approval and processing.

With regards,

Kim

Kim Trebatoski, MS

Consulting Ecologist - Environmental Planner

ESA Certified Senior Ecologist

EcoPlanz Inc.

P.O. Box 2443

Fort Myers, FL 33901

+1.239.628.5616

Certified Woman Business Enterprise

www.ecoplantz.com



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Please note: Florida has a very broad public records law. Most written communications to or from County Employees and officials regarding County business are public records available to the public and media upon request. Your email communication may be subject to public disclosure.

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

LEE COUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

Change Order
 Supplemental Task Authorization

NO.: 006

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$50,000 or Approval by the County Manager for Expenditures Between \$50,000.01 and \$100,000 or Approval by the Board of County Commissioners for Expenditures over \$100,000)

PRIMARY CONTACT: Kim Trebatoski

CONTRACT NAME: Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)

PROJECT NAME: Pine Lakes Preserve – Kehl Canal

CONSULTANT: EcoPlanz, Inc. PROJECT NO.: _____

SOLICIT NO.: CN140020 CONTRACT NO.: 6719 ACCOUNT NO. _____

LEE COUNTY PM: Cathy Olson DATE OF REQUEST: May 26, 2015

FISCAL STAFF: _____

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "CO/STA-A" SCOPE OF PROFESSIONAL SERVICE: DATED: May 26, 2015

EXHIBIT "CO/STA-B" COMPENSATION & METHOD OF PAYMENT: DATED: May 26, 2015

EXHIBIT "CO/STA-C" TIME AND SCHEDULE OF PERFORMANCE: DATED: May 26, 2015

EXHIBIT "CO/STA-D" CONSULTANT'S/PROVIDERS ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: May 26, 2015

EXHIBIT "CO/STA-E" PROJECT GUIDELINES AND CRITERIA DATED: May 26, 2015

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

EcoPlanz, Inc.

Name of Contractor (Print Name)

kim@ecoplantz.com

Contact Email Address

May 26, 2015

Date Accepted

(239) 628-5616

Contact Phone Number

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 006

EXHIBIT "CO/STA-A"

Date: May 26, 2015

SCOPE OF PROFESSIONAL SERVICES

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/
Pine Lake Preserve – Kehl Canal

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, or Service Provider Agreement, referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized:

Scope of Services:

The Pine Lake Preserve project will include the restoration of native/historic hydrology, the reconnection of flows between the remnant/historic flow way of the Imperial River and the Kehl Canal, and the creation of regionally significant wading bird habitat in southern Lee County, Florida. One of the main objectives of the proposed project will be to improve water quality characteristics by providing additional flood storage and water treatment using an existing borrow area. Some of the peak discharges from the Kehl Canal will be routed through the Pine Lake Preserve site, and allowed to sheet flow into the on-site Imperial River tributary feature; thereby, recreating natural flow way features, while increasing residence time. The subsequent increase in residence time will allow for water quality treatment attributes such as flood flow attenuation and sedimentation.

Additional water quality benefits may be achieved by re-routing stormwater from the Right-of-Way along East Terry Street, southward onto the Pine Lake Preserve property. As a result, historic shallow surface waters would be allowed to flow from the north of the site to the southern areas of the site, and rehydrate former wetland habitat.

Another existing borrow area in the western portion of the site will be re-contoured to provide additional wading bird habitat.

In order to accomplish the project objectives, a detailed environmental assessment will be conducted to identify wetland boundaries, listed species locations, and opportunities for hydrologic restoration. Upon completion of the environmental assessment, the project team will conduct a site reconnaissance together to determine the best approach to designing the project and mark areas to be surveyed by a licensed surveyor. Additionally, an incidental survey will be required to ground truth project area elevations, and to locate and verify existing drainage conveyance structures such as ditches and culverts. Using available elevation data from Lee County/City of Bonita Springs GIS sources, multiple elevations will be verified along the probable flow paths.

Since the project will also include the construction of flow paths, intercepting surface waters from the

Kehl Canal, as well as the probable modification of existing borrow areas for wading bird habitat and water quality treatment, advanced hydrologic computer modeling will be required to describe both existing and proposed hydrologic conditions for the project site. The modeling will be prepared and submitted to the South Florida Water Management District, as well as the U.S. Army Corps of Engineers within the State-Wide Environmental Resource Permit Application (SWERP) process. The SWERP Application will also include Construction Drawings for the project. In addition, the City of Bonita Springs will be included in the submittal process, since the project is within their jurisdiction.

Project goals will include the design of on-site surface water quality treatment attributes to maximize the reduction in pollutants.

For the purposes of project budgeting, it is anticipated that 2 Requests for Additional Information (RAIs), at a minimum, would be required. Should additional RAIs be requested by jurisdictional agencies, a revised STA will be prepared and submitted to Lee County Parks and Recreation.

Additional tasks will include Construction Oversight, Resident Inspection and As-Built Construction Drawing submittal. The environmental consultant will provide oversight for the contouring and planting of the existing borrow areas to improve wildlife habitat. The Engineer of Record will be available to attend Pre-Bid conferences, review Contractor shop drawings, perform construction site inspections, discuss construction issues with the Contractor, and record construction progress milestones. Within 30 days of project completion, the Engineer of Record would submit certified As-Built Construction Drawings to all jurisdictional agencies.

CHANGE ORDER AGREEMENT No. _____
or
 SUPPLEMENTAL TASK AUTHORIZATION No. 006

EXHIBIT "CO/STA-B"

Date: May 26, 2015

COMPENSATION AND METHOD OF PAYMENT

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/
Pine Lake Preserve – Kehl Canal

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Environmental Assessment	\$20,000	L.S.	W.I.P.P.
2	Engineer Site Reconnaissance & Data Collection	\$8,300	L.S.	W.I.P.P.
3	Survey	\$10,000	N.T.E.	W.I.P.P.
4	Advanced Computer Modeling & ERP Application Submittal	\$67,100	L.S.	W.I.P.P.
5	RAI Response Preparation & Submittal	\$21,800	L.S.	W.I.P.P.
6	Environmental Construction Oversight	\$5,000	L.S.	W.I.P.P.
7	Resident Inspection by Engineer & Certified As-Built Drawing Submittal	\$24,600	L.S.	W.I.P.P.
TOTAL		\$156,800	L.S.	

(Unless list is continued on next page)

CHANGE ORDER AGREEMENT No. _____
or
 SUPPLEMENTAL TASK AUTHORIZATION No. 006

SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the CHANGE ORDER or AGREEMENT, Exhibit "CO/STA-A", the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit "B" of the Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation In the Basic Agreement	Adjustment(s) by Previous CO or STA Nos. ____	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
County-Wide Misc. Environmental Consulting	Base Contract	\$0.00			
01	West Basin			\$58,100.00	\$58,100.00
02	Six Mile North Mitigation Monitoring			\$3,200.00	\$3,200.00
03	Imperial Marsh Preserve Wetland Monitoring			\$4,000.00	\$4,000.00
04	Environmental Support Services for Osprey Mgt			\$25,000.00	\$25,000.00
05	Hydrologic Monitoring			\$7,500.00	\$7,500.00
06	Pine Lake Preserve – Kehl Canal			\$156,800.00	\$156,800.00
TOTAL				\$254,600.00	\$254,600.00

CHANGE ORDER AGREEMENT No. _____

SUPPLEMENTAL TASK AUTHORIZATION No. 006

EXHIBIT "CO/STA-C"

Date: May 26, 2015

TIME AND SCHEDULE OF PERFORMANCE

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/
Pine Lake Preserve – Kehl Canal

SECTION 1.00 CHANGES FOR THIS CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks, or work set forth in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", entitled "Scope of Professional Services" attached hereto is as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT A	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion from Date of Notice to Proceed For this CO or STA
1	Environmental Assessment	60	60
2	Engineer Site Reconnaissance & Data Collection	30	60
3	Topographic Survey & Bench Mark Installation	15	60
4	Advanced Computer Modeling & ERP Application Submittal	60	120
5	RAI Response Preparation & Submittal	90	210
6	Environmental Construction Oversight	30	270
7	Resident Inspection by Engineer & Certified As-Built Drawing Submittal	45	300

CHANGE ORDER AGREEMENT No. _____

SUPPLEMENTAL TASK AUTHORIZATION No. 006

EXHIBIT "CO/STA-C"

Date: May 26, 2015

TIME AND SCHEDULE OF PERFORMANCE

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/
Pine Lake Preserve – Kehl Canal

SECTION 2.00 SUMMARY OF THE IMPACT OF CHANGE(S) IN PROFESSIONAL SERVICES ON
THE OVERALL PROJECT TIME AND SCHEDULE OF PERFORMANCE

Pursuant to and in consideration of the changes in the Scope of Professional Services in this CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", the time and schedule the COUNTY and the CONSULTANT, or SERVICE PROVIDER, has previously agreed to for all of the work to be done under this Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT "CO/STA-A" and EXHIBIT "CO/STA-C"	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion From Date of Notice to Proceed
	n/a		

CHANGE ORDER AGREEMENT No. _____
or
 SUPPLEMENTAL TASK AUTHORIZATION No. 006

EXHIBIT "CO/STA-D"

Date: May 26, 2015

CONSULTANT'S, OR SERVICE PROVIDER'S, ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

For Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/
Pine Lake Preserve – Kehl Canal

CONSULTANT, or SERVICE PROVIDER, intends to engage the following sub-consultant(s) and/or sub-contractor(s) to assist the CONSULTANT, or SERVICE PROVIDER, in providing and performing the services, tasks, or work required under this CHANGE ORDER, or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT.

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Engineering	Mitigation Resources, LLC 752 West Montrose Street Clermont, FL 34711		X		X	
Survey	Harris-Jorgensen, Inc. 3046 Del Prado Blvd Cape Coral, FL 33904		X		X	

CHANGE ORDER AGREEMENT No. _____

or

SUPPLEMENTAL TASK AUTHORIZATION No. 006

EXHIBIT "CO/STA-E"

Date: 26 May 2015

PROJECT GUIDELINES AND CRITERIA

for Miscellaneous Environmental Consulting (Permitting, Mitigation & Monitoring)/
Pine Lake Preserve – Kehl Canal

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, or Service Provider Agreement, Exhibit "E", the COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget, and/or Requirements which shall serve as a guide to the CONSULTANT, or SERVICE PROVIDER, in performing the professional services, tasks, or work to be provided pursuant to the professional services set forth hereinbefore in CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto:

(If none, enter the word "None" in the space below.)

ITEM No. 1

None

From: [Olson, Cathy](#)
To: [Mitar, Cynthia](#); [Khan, Diana](#)
Subject: FW: Draft STA Pine Lake Preserve - Kehl Canal
Date: Monday, July 13, 2015 10:11:02 AM
Attachments: [CO_STA Form_26May2015.docx](#)
[ATT00001.htm](#)
[CO_STA Form Exhibit A_26May2015.doc](#)
[ATT00002.htm](#)
[CO_STA Form Exhibit B_26May2015.doc](#)
[ATT00003.htm](#)
[CO_STA Form Exhibit C_26May2015.doc](#)
[ATT00004.htm](#)
[CO_STA Form Exhibit D_26May2015.doc](#)
[ATT00005.htm](#)
[CO_STA Form Exhibit E_26May2015.doc](#)
[ATT00006.htm](#)

Hi Cindy and Diana,

Will you please process this now. I've been holding it waiting for the Pine Lake agreement, which I finally have. Ideally I would like both agreements to go to the BoCC on the same day since they are related and could help paint the picture more clearly...

Thanks!

CO

Cathy Olson
Conservation Lands Manager
Lee County Parks and Recreation
Conservation 20/20 Program
3410 Palm Beach Blvd.
Fort Myers, FL 33916
(239) 533-7455
fax: 239 485-2303
colson@leegov.com
www.conservation2020.org
www.leeparks.org

The Natural Place to Play...

Lee County Parks and Recreation is CAPRA accredited.

From: Olson, Cathy
Sent: Tuesday, July 07, 2015 1:14 PM
To: Mitar, Cynthia
Subject: FW: Draft STA Pine Lake Preserve - Kehl Canal

Hi Cindy,

Will you please process this now. I've been holding it waiting for the Pine Lake agreement, which I finally have. Ideally I would like both agreements to go to the BoCC on the same day since they are related and could help paint the picture more clearly...

Thanks!

CO

Cathy Olson
Conservation Lands Manager
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3410 Palm Beach Blvd.
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(239) 533-7455
fax: 239 485-2303
colson@leegov.com
www.conservation2020.org
www.leeparks.org

The Natural Place to Play...

Lee County Parks and Recreation is CAPRA accredited.

From: <kim@ecoplanz.com>
Date: May 26, 2015 at 10:15:59 PM EDT
To: "Cathy Olson" <cathyolson.co@gmail.com>, "todom" <todom@mitigationresources.com>
Subject: Draft STA Pine Lake Preserve - Kehl Canal

Please review the attached STA forms.

Kim Trebatoski, MS
Consulting Ecologist - Environmental Planner

ESA Certified Senior Ecologist

EcoPlanz Inc.
P.O. Box 2443
Fort Myers, FL 33901
+1.239.628.5616
Certified Woman Business Enterprise
www.ecoplanz.com

Please note: Florida has a very broad public records law. Most written communications to or from County Employees and officials regarding County business are public records available to the public and media upon request. Your email communication may be subject to public disclosure.

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Blue Sheet No. 20150425	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 25
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TITLE:
Galt Preserve ditch cleanout license agreement

ACTION REQUESTED:
Approve License Agreement between Lee County and King Ranch, Inc. for ditch cleanout at Galt Preserve, a Conservation 20/20 preserve.

FUNDING:
No funding required. Board Strategic Priority: Conservation 20/20

WHAT ACTION ACCOMPLISHES:
This License Agreement allows King Ranch, Inc. access to Galt Preserve to clean a remnant agricultural ditch. The adjoining agricultural operation (King Ranch, Inc.) has authorization from the South Florida Water Management District (Permit exemption 36-05803-P) to discharge agricultural runoff through the ditch that crosses a portion of Galt Preserve. The adjacent agricultural property is using best management practices as part of their agricultural operation and will pre-treat water on their land before it flows into the ditch on Galt Preserve. This agreement allows King Ranch, Inc. or their contractors to clean the ditch periodically in accordance with the above referenced permit exemption and with notice and consent of the county.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input checked="" type="checkbox"/> Other	Commissioner: Department: PARKS AND RECREATION Division: No Divisions By: Dana Kasler

Background:

King Ranch, Inc. has an existing agricultural exemption to discharge water into the ditch that is on county property at Galt Preserve. The ditch is not being used or maintained by the county, but Conservation 20/20 staff and Natural Resources Division staff does not object to the continued agricultural use as long as best management practices are utilized. No cost will be incurred by the county since the ditch maintenance is the responsibility of the adjacent owner (King Ranch, Inc).

Water from the agricultural operations on the parcel, currently owned by King Ranch, Inc., was flowing to the ditch prior to the acquisition of Conservation 20/20 Parcel 185-2 (Galt Preserve). This agreement formalizes the use of the ditch for agricultural drainage and sets up an agreement and requires best

Required Review:					
Dana Kasler	Anne Henkel	Peter Winton	Corris L. McIntosh Jr.	David Harner	
PARKS AND RECREATION	Budget Analyst	Budget Services	County Attorney	County Manager	

management practices so that King Ranch, Inc. can maintain the ditch (at their expense).

1. License Agreement and associated attachments
2. SFWMD Permit Exemption 36-05803-P
3. Soaring Eagle-St James Certificate of Enrollment

THIS DOCUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Randolph J. Rush, Esquire
Winderweedle, Haines, Ward
& Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790-0880

STRAP NUMBER: 35-45-22-00-00001.0000

GALT PRESERVE DITCH CLEANOUT LICENSE AGREEMENT

THIS GALT PRESERVE DITCH CLEANOUT LICENSE AGREEMENT (“*Agreement*”) is made and entered into by and between **KING RANCH, INC.**, a Delaware corporation, whose principal business address is Three Riverway, Suite 1600, Houston, Texas 77056 (“*King Ranch*”), and **LEE COUNTY**, a political subdivision and charter County of the State of Florida, whose mailing address is PO Box 398, Fort Myers, Florida 33902 (the “*County*”). Collectively, King Ranch and the County may be referred to as the parties (“*Parties*”).

WITNESSETH:

WHEREAS, King Ranch is the owner of that certain property located in Lee County, Florida, being more particularly described on **Exhibit “A”** attached hereto and incorporated herein (“*King Ranch Property*”); and

WHEREAS, Lee County is the owner of that certain property located adjacent to and to the south of the King Ranch Property, in Lee County, Florida, commonly known as Galt Preserve and being more particularly described on **Exhibit “B”** attached hereto and incorporated herein (“*County Property*”); and

WHEREAS, there exists a remnant drainage ditch that runs through, in pertinent part, a portion of the King Ranch Property and County Property as depicted and legally described on the **Exhibit “C”** attached hereto and incorporated herein (“*Drainage Ditch*”); and

WHEREAS, King Ranch desires to obtain for itself a non-exclusive license on, over, and through the County Property for the purposes cleaning and unplugging the Drainage Ditch and returning the same to approximately its original contours as defined in the original South Florida Water Management District (“*SFWMD*”) Permit Exemption No. 36-05803-P (“*Permit Exemption*”), the terms and conditions of which are incorporated herein by reference, including without limitation the excavation and removal of spoil and vegetation to minimize potential spread of exotic vegetation; and

WHEREAS, the County has determined it would not be detrimental to the citizens of Lee County for such work to be completed in accordance with the terms and conditions of this Agreement; and

WHEREAS, in consideration of the County approving this Agreement, King Ranch agrees to undertake certain commitments and covenants applicable to the work described herein.

NOW, THEREFORE, for and in consideration of the stated covenants and conditions and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, King Ranch and the County agree as follows:

1. **Recitals**. The above recitals are true and correct, form a material part of this Agreement and are included herein as though fully set forth below.

2. **License Grant**. County does hereby grant to King Ranch, a non-exclusive and temporary license over, on, under and through the Drainage Ditch and the immediately surrounding area for purposes of cleaning and unplugging all or portions of the Drainage Ditch as depicted and described in attached Exhibit "C", including but not limited to removing blockages and plugs located within the Drainage Ditch consistent with the terms of the Permit Exemption.

This License includes the right, but not the obligation, to: (a) upon reasonable notice to the County's Conservation Land Manager, indicating the agreed date and time of the activity, clean and maintain the Drainage Ditch annually (and more frequently in the event of an emergency or as otherwise agree by both parties), including the excavation and removal of spoil (as limited by the Permit Exemption) and vegetation to minimize potential spread of exotic vegetation; and, (b) remove dirt/spoil and vegetation in and around the Drainage Ditch and off the County Property, excavate the Drainage Ditch (as limited by the Permit Exemption and to no more than 6" below the root zones), and clear vegetation.

King Ranch may not deposit any excavated dirt, spoil, or vegetation removed from the Drainage Ditch upon the County Property but must remove and properly dispose of all dirt and spoil excavated from the Drainage Ditch. Any work within the Drainage Ditch performed by King Ranch or caused to be performed by King Ranch, if any, including the removal and hauling of spoil, will be at the sole cost of King Ranch and must be cleaned out and restored to within plus or minus six (6) inches of the depth and width dimensions set out on attached Exhibit "C".

South Florida Water Management District has confirmed, by letter dated June 2, 2006, attached as **Exhibit "D"**, that the work to be performed by King Ranch in connection with the Drainage Ditch is an exempt activity. Upon finalization by the Florida Department of Agriculture and Consumer Services ("FDACS") of Water Quality/Quantity Best Management Practices for nursery operations ("the "BMP's), King

Ranch must file a notice of intent to implement the BMP's, and must furnish to the County, upon receipt from FDACS, a Certificate of Enrollment. Thereafter, King Ranch must comply with the BMP's as they relate to the King Ranch Property.

King Ranch understands and agrees that its use of the Drainage Ditch may not precipitate a situation that will require the County to be responsible for cleaning up or otherwise mitigating the affects of nutrient laden waters emanating from the King Ranch agricultural operations or property.

3. **Duration of License.** This Agreement will be valid for a period of five years, with the option to renew for one additional five year period upon mutual agreement of the parties. This Agreement may be terminated, without recourse, by either party upon 60 days written notice.

4. **Pretreatment.** King Ranch agrees to pretreat agricultural water runoff from its property into and through the Drainage Ditch.

5. **Insurance.** King Ranch must procure and maintain, at its own cost and expense, during the term of this License Agreement, commercial general liability insurance for limits not less than \$2,000,000.00 per occurrence, \$4,000,000.00 general aggregate, and commercial automobile liability insurance, for limits not less than \$500,000.00 per occurrence. King Ranch must cause the County to be named as an additional insured under these liability insurance policies. King Ranch must also carry workers' compensation insurance insuring King Ranch against any and all liability for injuries or death of any of its employees for statutory limits as required by the State of Florida. Copies of the Certificates of Insurance must be provided to Lee County Risk Management annually for the duration of this License Agreement.

6. **Entire Agreement.** This License Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified or amended except by an instrument in writing executed by the parties to be bound thereby.

7. **Notices.** Any notices required to be given hereunder shall be deemed given to the proper parties if sent to the following:

King Ranch: King Ranch, Inc.
 3602 Colonial Court
 Ft. Myers, Florida 33913

With a copy to: Randolph J. Rush, Esq.
 Winderweedle, Haines, Ward & Woodman, P.A.
 329 Park Avenue North, 2nd Floor
 Winter Park, Florida 32789

County: Lee County
ATTN: Parks and Recreation Director
P.O. Box 398
Ft. Myers, Florida 33902-0398

With a copy to: Lee County Attorney's Office
Post Office Box 398
Fort Myers, Florida 33902-0398

Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed, or date of delivery by overnight delivery service as evidenced by service receipt.

8. **Enforcement.** The parties each agree that this Agreement is lawfully entered into and is legal, valid and binding against both of them in accordance with its terms.

9. **Assignment and Use.** King Ranch may not assign its rights under this Agreement without the prior written consent of the County. King Ranch understands and agrees the License granted under this Agreement is solely for agricultural purposes. As such, this Agreement is only effective so long as the King Ranch property remains in agricultural use. Upon a conversion of the current agricultural use of the King Ranch property this Agreement will automatically become null and void.

10. **Indemnification.** King Ranch agrees to indemnify and hold County harmless with respect to any claims, damages, injuries, or legal actions arising as a result of King Ranch's use and maintenance of the Drainage Ditch pursuant to this Agreement.

11. **County Responsibility.** This Agreement does not require or otherwise create an obligation for the County to clean or maintain the Drainage Ditch for the benefit of King Ranch.

12. **Applicable Law/Venue/Remedies.** This Agreement will be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any proceeding arising under this Agreement will be in Lee County, Florida. In the event that any one of the parties fails to discharge its obligations hereunder any other party will have the right to enforce those obligations by an action in law or equity, including a suit for specific performance, without waiving the right to recover in an action for damages any sums expended by the acting party at their discretion, in performing its obligations. In the event that the one of the parties institutes a legal proceeding against another party to enforce obligations arising hereunder, the prevailing party will be entitled to

recover from the non-prevailing party, reasonable attorneys and paralegals fees and costs, including but not limited to those incurred on appeal.

13. **Severability.** If any provision of this Agreement is deemed invalid by a Court of Law, the remaining provisions will remain in full force and effect.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, will be an original, but all counterparts together constitute one and the same instrument.

15. **No Warranty of Title.** This Agreement only authorizes use of the interest of Lee County and its Board of County Commissioners in the County Property herein described, and does not warrant the title or represent any state of facts concerning the title.

16. **Not an Easement.** This Agreement will create the relationship of Licensor and Licensee between the parties, and no estate or title will pass out of the Licensor. This Agreement may not be construed to constitute an easement.

[End of provisions.]

SIGNATURES OF THE PARTIES ARE ON THE FOLLOWING PAGES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in a manner and form sufficient to bind them on the dates set forth below.

KING RANCH, INC., a Delaware corporation

Witnesses:

Jeffrey J. Krieger
Print Name: JEFFREY J. KRIEGER

By: *Robert J. Underbrink*
Print: Robert J. Underbrink
As Its: President

Michael J. Stewart
Print Name: Michael J. Stewart

Date: 7/16/15

STATE OF Florida

COUNTY OF Highlands

The foregoing instrument was acknowledged before me this 16th day of July, 2015, by Robert Underbrink, as President of King Ranch, Inc., a Delaware corporation, on behalf of said corporation, and who is personally known to me or has produced _____ as identification.

 **LINDA L. CLOUD**
MY COMMISSION #FF016881
Notary Public EXPIRES May 12, 2017
(407) 398-0153 FloridaNotaryService.com

My Commission Expires: _____

ATTEST:

Clerk of Court, Linda Doggett

**LEE COUNTY, a political subdivision
the State of Florida**

By: _____
Deputy Clerk

By: _____
Print: _____, Chair

Approved as to Form for the
Reliance of Lee County Only

Lee County Attorney's Office

Exhibits:

- A: Legal of King Ranch Property
- B: Legal of County property
- C: Legal and geographic depiction of Drainage Ditch License area
- D: SFWMD Letter date June 2, 2006

EXHIBIT "A"

Legal Description of King Ranch Property

PARCEL 1:

A PARCEL OF LAND LYING IN SECTIONS 26 AND 27, BOTH IN TOWNSHIP 45 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID SECTION 26, BEING THE SOUTHEAST CORNER OF SAID SECTION 27, THENCE RUN N 89°05'24" E ALONG THE SOUTH LINE OF SAID SECTION 26 FOR 1836.16 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STRINGFELLOW ROAD; THENCE RUN N 11°41'43" W ALONG SAID WESTERLY RIGHT OF WAY FOR 47.77 FEET TO A POINT; THENCE CONTINUE WITH SAID RIGHT OF WAY N 10°25'43" W FOR 1101.66 FEET TO THE POINT OF BEGINNING; THENCE RUN S 89°09'00" W THROUGH SAID SECTION 26 AND CONTINUE THROUGH THE AFOREMENTIONED SECTION 27 FOR 2506.62 FEET TO A POINT; THENCE RUN N 11°24'50" W THROUGH SAID SECTION 27 FOR 617.43 FEET TO A POINT; THENCE RUN N 89°09'00" E THROUGH SAID SECTIONS 27 AND 26 FOR 2517.39 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED STRINGFELLOW ROAD; THENCE RUN S 10°25'43" E ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 615.55 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND LYING IN SECTIONS 26 AND 27, BOTH IN TOWNSHIP 45 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID SECTION 26, BEING THE SOUTHEAST CORNER OF SAID SECTION 27, THENCE RUN S 89°05'24" W ALONG THE SOUTH LINE OF SAID SECTION 27 FOR 650.94 FEET TO A POINT, THENCE RUN N 11°24'50" W THROUGH SAID SECTION 27 FOR 1155.41 FEET TO A POINT; THENCE RUN N 89°09'00" E THROUGH SAID SECTION 27 AND CONTINUE THROUGH THE AFOREMENTIONED SECTION 26 FOR 2506.62 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STRINGFELLOW ROAD; THENCE RUN S 10°25'43" E ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 1101.66 FEET TO A POINT; THENCE CONTINUE ALONG WESTERLY RIGHT OF WAY S 11°41'43" E FOR 47.77 FEET TO A POINT ON THE SOUTH LINE OF AFOREMENTIONED SECTION 26; THENCE RUN S 89°05'24" W ALONG SAID SOUTH LINE FOR 1836.16 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Legal Description of County Property

A TRACT OF LAND LYING IN SECTIONS 34 AND 35, TOWNSHIP 45 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 4632, PAGE 4338.

THE NORTH ONE-HALF OF THE NORTH EAST ONE-QUARTER OF SECTION 34, TOWNSHIP 45 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA, LYING EAST OF AN APPROXIMATE LINE OF MEAN HIGH TIDE, IDENTIFIED AS LINE M 1 AND M 2 ON A CERTAIN SURVEY PREPARED FOR MAURICE M. STEVENS BY CADASTRAL SURVEYORS, DATED, JUNE 19, 1972.

AND

THE NORTH ONE HALF OF THE NORTHWEST ONE QUARTER OF SECTION 35, TOWNSHIP 45 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA, LYING WEST OF STATE ROAD 767.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 45 SOUTH, RANGE 22 EAST, THENCE N 89° 06' 15" E ALONG THE NORTH LINE OF SAID SECTION 35 A DISTANCE OF 1835.56 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STRINGFELLOW ROAD; THENCE S 11° 42' 38" E ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1345.95 FEET; THENCE DEPARTING SAID WESTERLY R/W LINE S 89° 09' 12" W, A DISTANCE OF 2090.91 FEET, TO A POINT ON THE WEST LINE OF SAID SECTION 35; THENCE S 89° 09' 08" W, A DISTANCE OF 1315.12 FEET, TO AN APPROXIMATE LINE OF MEAN HIGH TIDE, IDENTIFIED AS LINES M-1 AND M-2 ON A CERTAIN SURVEY PREPARED FOR MAURICE M. STEVENS BY CADASTRAL SURVEYORS, DATED JUNE 19, 1972 (NOT MONUMENTED); THENCE N 15° 02' 01" W, A DISTANCE OF 897.11 FEET; THENCE N 31° 07' 01" W, A DISTANCE OF 519.88 FEET, TO A POINT ON THE NORTH LINE OF SECTION 34, TOWNSHIP 45 SOUTH, RANGE 22 EAST, THENCE N 89° 06' 15" E ALONG SAID NORTH LINE OF SECTION 34, A DISTANCE OF 1798.73 FEET, TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 105.22 ACRES, MORE OR LESS. **Acquisition approved by the Lee County**

EXHIBIT "C"

Graphical Depiction of Drainage Ditch and Plugged Ditch Area of Easement Area

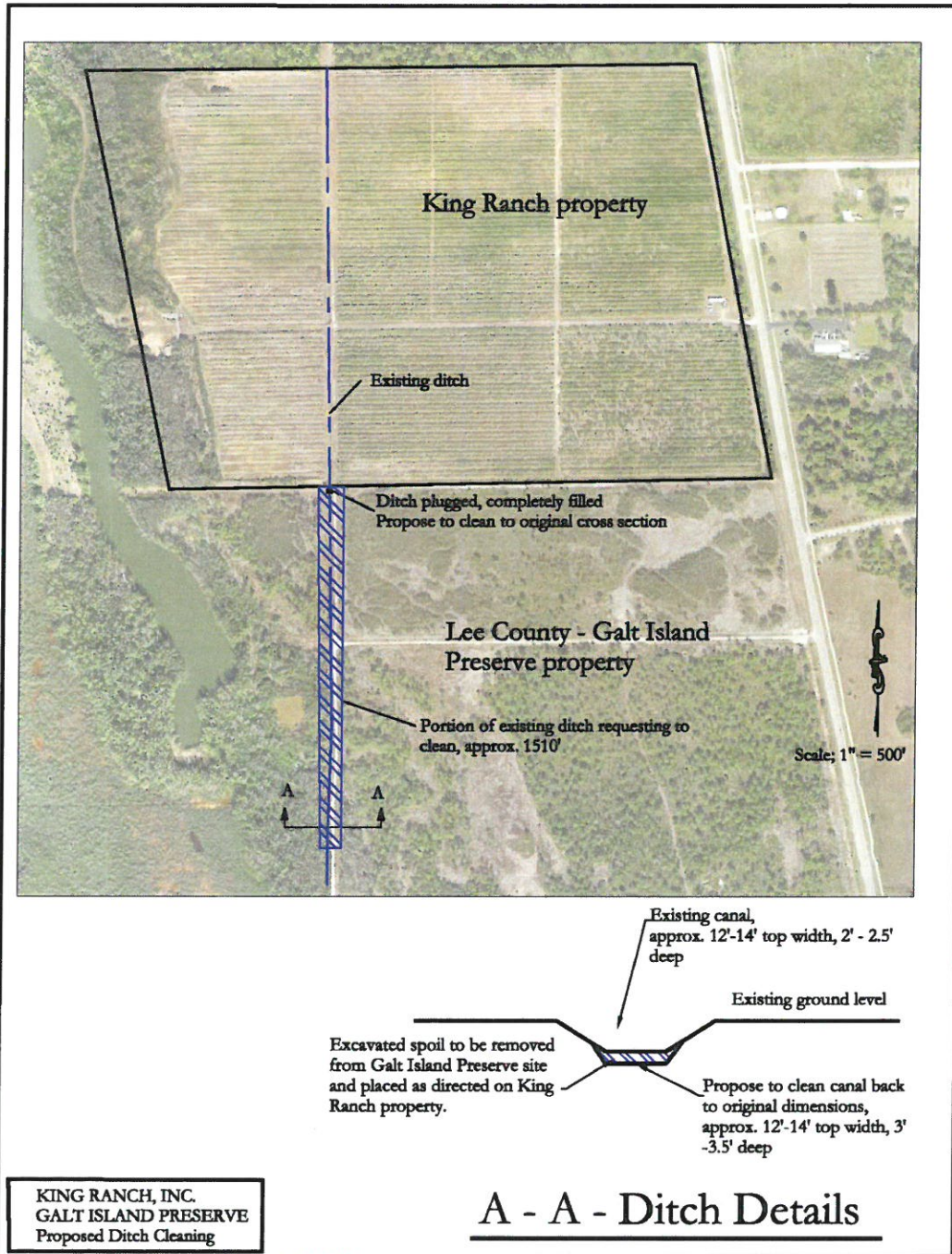


EXHIBIT "D"

South Florida Water Management District letter dated June 2, 2006



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

LOWER WEST COAST REGIONAL SERVICE CENTER 2301 McGregor Boulevard, Fort Myers, FL 33901
(239) 338-2929 • FL WATS 1-800-248-1201 • Suncom 748-2929 • Fax (239) 338-2936 • www.sfwmd.gov/lwc/

Application No. 060505-13
Environmental Resource Regulation

June 2, 2006

PINE ISLAND PALM PLANTATION LLC
C/O PINE ISLAND PALM COMPANY LLC
13200 PONDEROSA WAY
FT MYERS FL 33907

Dear Permittee:

Subject: Exemption No.: 36-05803-P
Project: Southern 100 Acres, Pine Island Palm Plantation
Lee County, S26 & 27/T45S/R22E

This is to acknowledge receipt of your application for the proposed 100 acre palm tree nursery located on Pine Island, West of Stringfellow Rd and Castile Rd. The location map and site plan are incorporated by reference in the permit file as Exhibits 1.0 and 2.0.

The South Florida Water Management District (District) has reviewed the information submitted and has determined that the proposed activity will have only minimal or insignificant individual or cumulative adverse impacts on the water resources of the District. Therefore, based solely on the documents submitted to the District on May 5, 2006, the project qualifies for an exemption pursuant to subsection 373.406(6), Florida Statutes. **Activities which qualify for this exemption must be conducted and operated using appropriate best management practices and in a manner which will not cause water quality violation pursuant to Florida Administrative Code 62-302.**

The determination that this project qualifies as an exempt activity may be revoked if the installation is substantially modified, if the basis for the exemption is determined to be materially incorrect, or if the installation results in violation of state water quality standards. Any changes made in the construction plans or location of the project may necessitate a permit from the District. Based on a site visit and other site information, the western boundary of the site and a small portion of the southeastern corner contain jurisdictional wetlands as defined by Chapter 62-340 Florida Administrative Code (FAC). This exemption should not be construed as authorization to fill onsite wetlands or obstruct surface waters nor shall the jurisdictions over the wetland areas be lost as a result of the proposed agricultural activities. Therefore, it is advised that the permittee contact the District before beginning any work in wetlands which is not specifically described in the submittal. No activities in wetlands are currently proposed.

GOVERNING BOARD

Kevin McCarty, *Chair*
Irela M. Bagué, *Vice-Chair*
Miya Burt-Stewart

Alice J. Carlson
Michael Collins
Nicolás J. Gutiérrez, Jr., Esq.

Lennart E. Lindahl, P.E.
Harkley R. Thornton
Malcolm S. Wade, Jr.

EXECUTIVE OFFICE

Carol Ann Wehle, *Executive Director*

2301 McGregor Boulevard, Fort Myers, FL 33901 • (561) 686-8800 • FL WATS 1-800-432-2045

Southern 100 Acres, Pine Island Palm Plantation
Application No.: 060505-13
Page 2 of 3

This letter does not relieve you from the responsibility of obtaining other permits (federal, state or local) which may be required for the project.

Should you have any questions concerning this matter, please contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Jeanette A. Dandenault". The signature is written in black ink and is positioned above the typed name.

Jeanette A Dandenault, P.E.
Sr Supv Engineer
Lower West Coast Service Center

JD/md

Southern 100 Acres, Pine Island Palm Plantation
Application No.: 060505-13
Page 3 of 3

Bc: Jay Dandenault
Marie Dessources
Environmental Resource Compliance – 6861
Back up file

THE FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

PRESENTS THIS

CERTIFICATE OF ENROLLMENT

TO

Soaring Eagle Nursery - St. James City Field

IN RECOGNITION OF YOUR PARTICIPATION IN

Water Quality/Quantity

Best Management Practices For

Statewide Nurseries



Adam H. Putnam
Commissioner

4/30/2015

DATE ENROLLED

NOI # 39189



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EXECUTIVE OFFICE

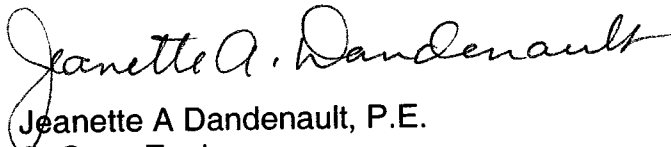
Carol Ann Wehle, Executive Director

Southern 100 Acres, Pine Island Palm Plantation
Application No.: 060505-13
Page 2 of 3

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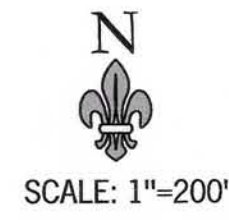
A handwritten signature in cursive script that reads "Jeanette A. Dandenault". The signature is written in black ink and is positioned above the typed name.

Jeanette A Dandenault, P.E.
Sr Supv Engineer
Lower West Coast Service Center

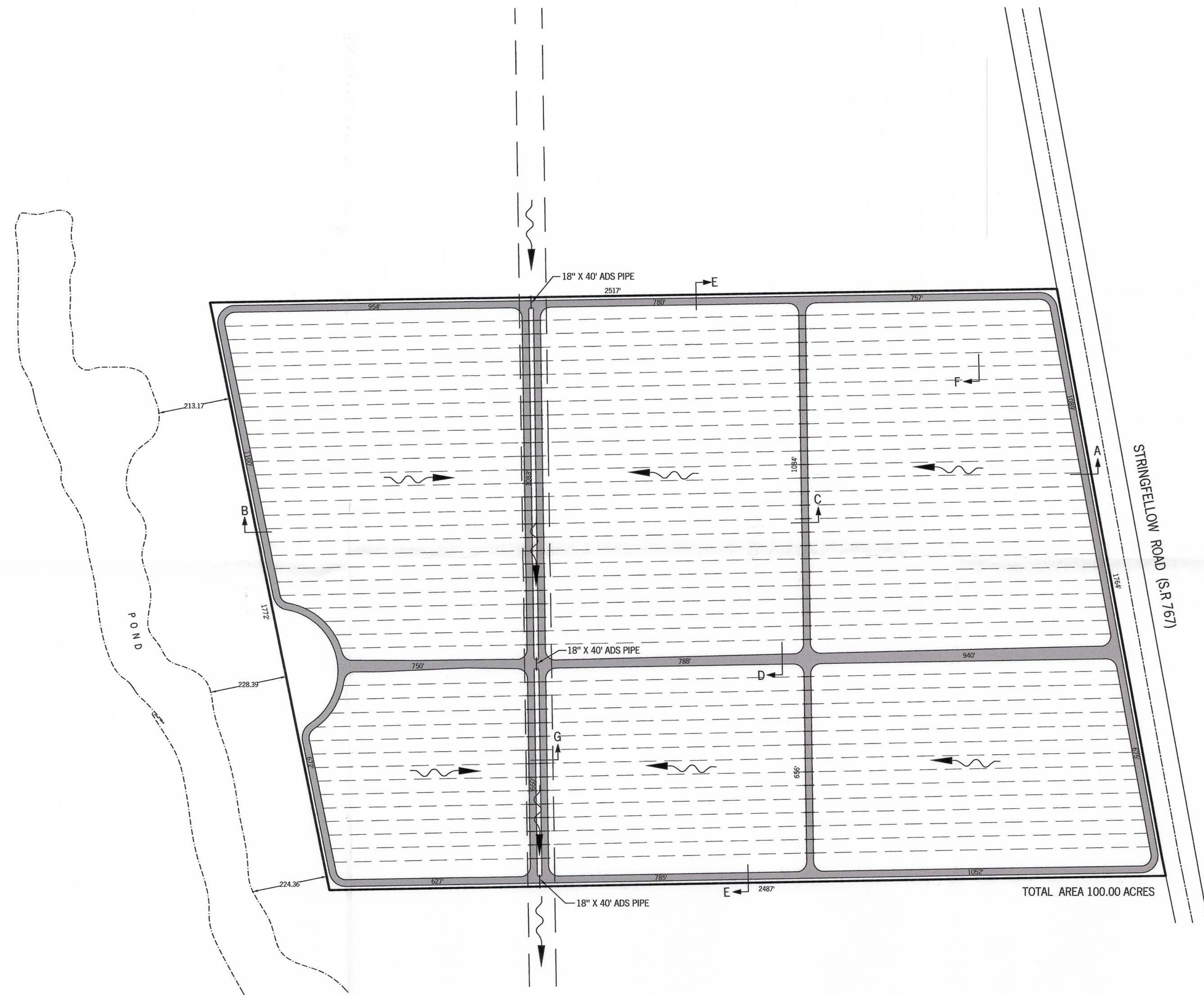
JD/md

Southern 100 Acres, Pine Island Palm Plantation
Application No.: 060505-13
Page 3 of 3

Bc: Jay Dandenault
Marie Dessources
Environmental Resource Compliance – 6861
Back up file

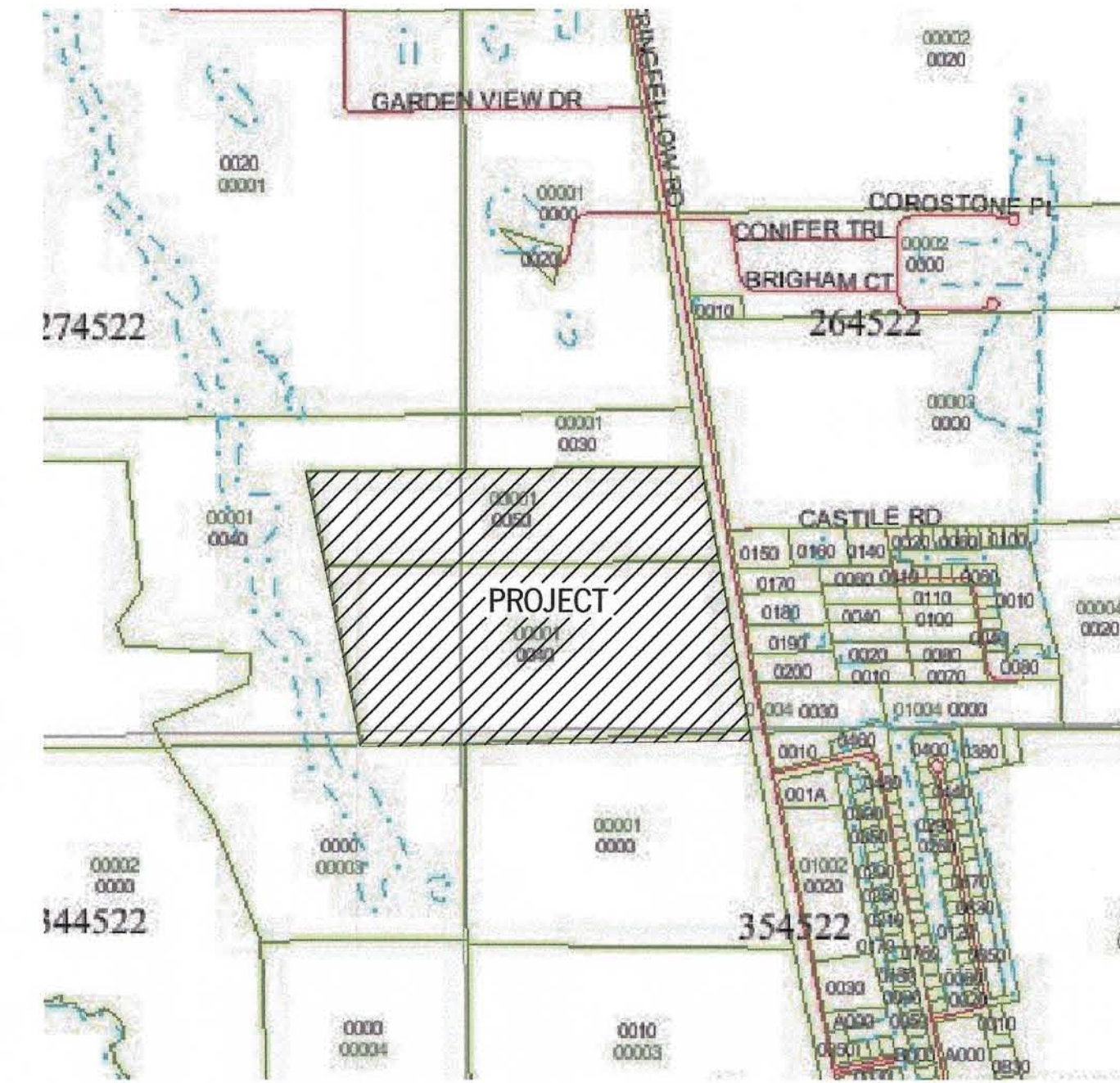


SCALE: 1"=200'

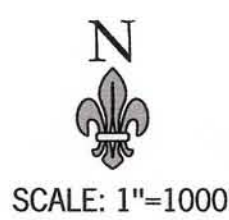


DESIGN BASED ON:
-SURVEY PROVIDED BY A.J. WATSON, PLS
-FLUCCS PROVIDED BY SYNECOLOGICAL ANALYSTS
-TOPOGRAPHY OBTAINED FROM LEE COUNTY PROPERTY APPRAISER

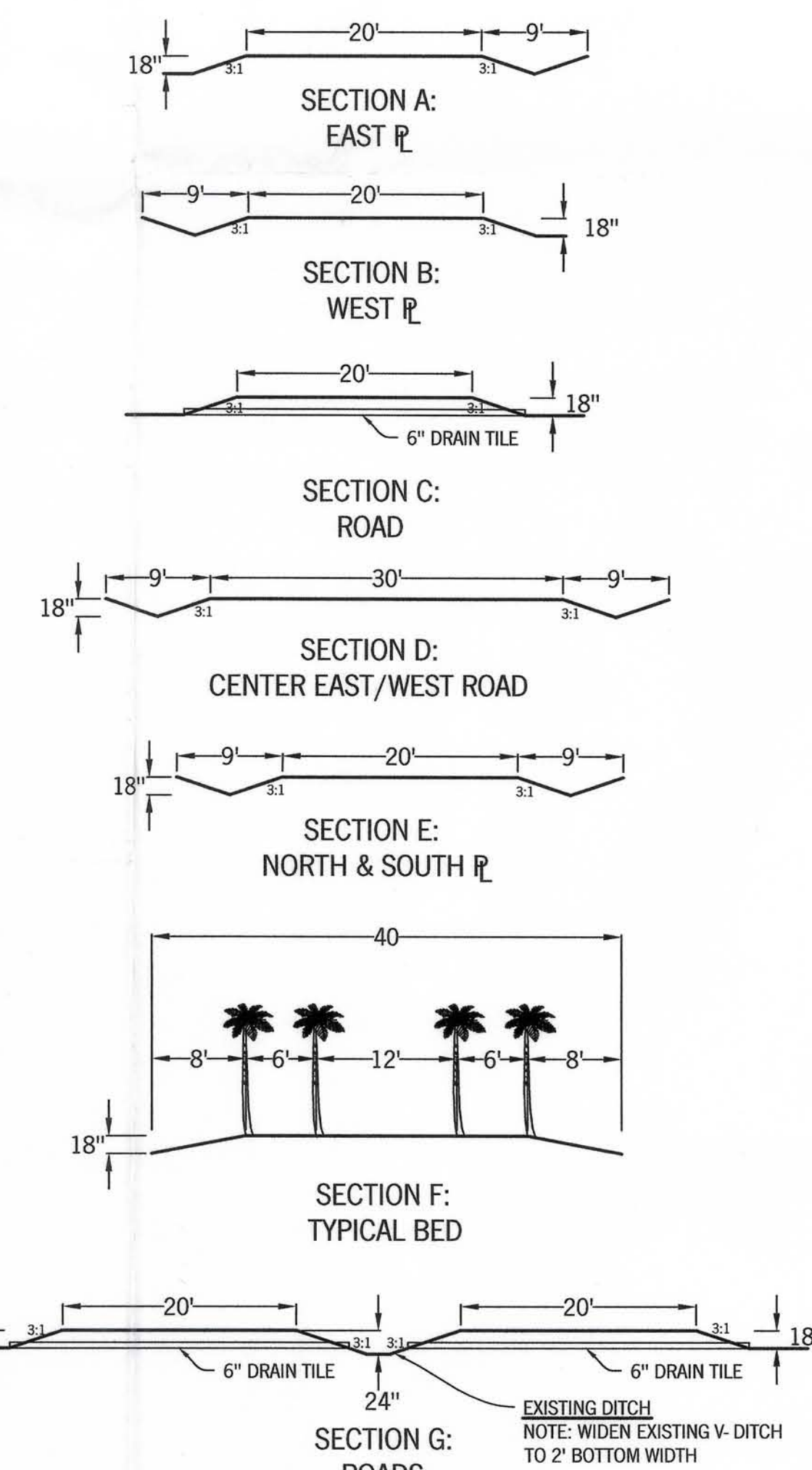
NOTE:
PROPERTY TO BE LASER GRADED TO UNIFORM SLOPE EAST TO WEST.



LOCATION



SCALE: 1"=1000'



DETAILS
NTS

REVISIONS
REVISED ROAD AND SWALE DESIGN 2/23/07

SOUTHERN 100
SITE PLAN

RUSSELL WEINTRAUB / TREECO, INC

CLIENT:

S26&27/T45S/R22E
LEE COUNTY

MAR 19 2007
Richard H. Thompson, P.E. # 46720
R.H.T. Engineering, Inc.
704 Leeland Heights Blvd, Suite A
Leehigh Acres, FL 33936
(239) 569-8900
Engineering Certificate of Authorization
25852



060505-13 Site Plan - 20070320

Blue Sheet No. 20150424	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 26
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TITLE:
The annual purchase of Fungicides, Herbicides, Pesticides, etc. for Countywide use.

ACTION REQUESTED:
 1. Approve award of B-150352 Annual Purchase of Fungicides, Herbicides, Pesticides, Etc. for Countywide use to the bidders meeting specifications Red River Specialties, Inc., Helena Chemical Co. Rainbow Treecare Scientific Advancements at the prices listed on the attached Lee County tabulation sheet for a period of one-year at an annual expenditure of \$200,000.
 2. Grant the Procurement Director, with County Administration approval the authority to renew this agreement for four additional one-year periods at the same terms and conditions, if doing so is in the best interest of Lee County.
 3. Authority is also requested to exercise the price escalator clause and the authority to add or delete product and vendors as it becomes necessary through a mutually agreed price negotiated between Lee County and the vendor as per the speculation.
 4. Retroactively approve the expenditure of approximately \$65,000.00 via Purchase Order #15333479 issued to Helena Chemical Co. on May 29, 2015 under Emergency No. EE150353.

FUNDING:
\$200,000; Funding available from purchasing departments,

WHAT ACTION ACCOMPLISHES:
Approves the annual award of B-150352 Annual Purchase of Fungicides, Herbicides, Pesticides, Etc. for Countywide use to the bidders meeting specifications Red River Specialties, Inc., Helena Chemical Co. Rainbow Treecare Scientific Advancements, for an annual expenditure of \$200,000. This will allow County Departments to purchase fungicides, herbicides, pesticides, etc. in a cost effective manner directly from the vendor rather than paying an extra charge to another party.

MANAGEMENT RECOMMENDATION:
Approve.

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-1 <input type="checkbox"/> Other	Commissioner: Department: PROCUREMENT MANAGEMENT Division: No Divisions By: Robert Franceschini

Background:
Approve this award and Lee County departments will be able to buy directly from the vendors. Don't approve this and Lee County will continue to pay an extra charge by using landscapers to purchase them.

Required Review:					
Robert Franceschini	Anne Henkel	Corris L. McIntosh Jr.	Robert Franceschini	Peter Winton	Christine Brady
PROCUREMENT MANAGEMENT	Budget Analyst	County Attorney	Purchasing	Budget Services	County Manager

On June 30, 2015 Lee County Procurement received sealed Bids for the Annual Purchase of Fungicides, Herbicides, Pesticides, Etc. Four sealed bids were opened of which one was not accepted due to lack of signature. The bids have been thoroughly reviewed and a recommendation is being made to award to River Specialties, Inc., Helena Chemical Co. and Rainbow Treecare Scientific Advancements. Funds are available from the individual departments or divisions budgets.

Tabulation Sheet

FORMAL QUOTATION #B-150352	LEE COUNTY, FLORIDA TABULATION SHEET				
OPENING DATE: JUNE 30, 2015	FOR				
BUYER: KATHY CICCARELLI	ANNUAL PURCHASE OF FUNGUCIDES, HERBICIDES, PESTICIDES, ETC.				
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
Addenda Acknowledged	NA	NA	NA	NA	
1. ACCORD 2.5 GALLON - EACH	NO BID	NO BID	NO BID		
ACCORD 2.5 GALLON - QUANTITY/COST	NO BID	NO BID	NO BID		
2. ACEPHATE 1 LB ENVELOPE - EACH	NO BID	NO BID	NO BID		
QUANTITY/COST	NO BID	NO BID	NO BID		
3. AQUA STAR/RODEO GALLON - EACH	NO BID	\$18.00	NO BID		
AQUA STAR/RODEO GALLON - QUANTITY/COST	NO BID	\$18.00	NO BID		
4. AQUATHOL SUPER K 25LB - EACH	\$474.50	NO BID	NO BID		
QUANTITY/COST	\$474.50	NO BID	NO BID		
5. ARENA 50 GALLON - EACH	NO BID	NO BID	NO BID		
ARENA 50 GALLON - QUANTITY/COST	NO BID	NO BID	NO BID		
6. BANDIT 30 LB BAG - EACH	NO BID	NO BID	NO BID		
BANDIT 30 LB BAG - QUANTITY/COST	NO BID	NO BID	NO BID		
7. BLUE DYE QUART - EACH	NO BID	NO BID	NO BID		
BLUE DYE QUART - QUANTITY/COST	NO BID	NO BID	NO BID		
8. CELSIUS 10 OZ. - EACH	NO BID	NO BID	NO BID		
CELSIUS 10 OZ. - QUANTITY/COST	NO BID	NO BID	NO BID		
9. CLEARY'S 336 FOR SURFACE FUNGIS 2.5 GALLON - EACH	NO BID	NO BID	NO BID		
CLEARY'S 336 FOR SURFACE FUNGIS 2.5 GALLON - QUANTITY/COST	NO BID	NO BID	NO BID		
10. COHERE 2.5 GALLON - EACH	NO BID	NO BID	NO BID		
COHERE 2.5 GALLON - QUANTITY/COST	NO BID	NO BID	NO BID		
11. CUTRINE(KILLS ALGAE) 2.5 GALLON - EACH	NO BID	NO BID	NO BID		

FORMAL QUOTATION #B-150352	LEE COUNTY, FLORIDA TABULATION SHEET				
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VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
CUTRINE(KILLS ALGAE) 2.5 GALLON - QUANTITY/COST	NO BID	NO BID	NO BID		
12. CUTRINE PLUS GR 30 LB - EACH	\$63.00	NO BID	NO BID		
CUTRINE PLUS GR 30 LB - QUANTITY/COST	\$63.00	NO BID	NO BID		
13. DACNIL 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
DACNIL 2.5 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		
EACH	NO BID	NO BID	NO BID		
DILUENT BLUE OIL 11.25 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		
15. DISMISS SOUTH 1 PT - EACH	\$190.00	\$154.00	NO BID		
DISMISS SOUTH 1 PT - QUANTITY/COST	\$190.00	\$154.00	NO BID		
16. DLZ - 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
DLZ - 2.5 GALLONS - QUANTITY COST	NO BID	NO BID	NO BID		
17. DRIVE XLR8 .5 GALLON - EACH	\$68.00	NO BID	NO BID		
DRIVE XLR8 .5 GALLON - QUANTITY/COST	\$68.00	NO BID	NO BID		
18. ELEMENT 3 A 2.5 GALLONS - EACH	\$108.95	NO BID	NO BID		
ELEMENT 3 A 2.5 GALLONS - QUANTITY/COST	\$108.95	NO BID	NO BID		
19. ELEMENT 4 2.5 GALLONS - EACH	\$123.63	NO BID	NO BID		
ELEMENT 4 2.5 GALLONS - QUANTITY/COST	\$123.63	NO BID	NO BID		
20. ESPLANADE 200 SC 2.5 GALLONS -EACH	\$2,611.20	NO BID	NO BID		
ESPLANADE 200 SC 2.5 GALLONS - QUANTITY/COST	\$2,611.20	NO BID	NO BID		

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VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
21. GARLON 4 ULTRA 2.5 GALLONS - EACH	\$170.00	NO BID	NO BID		
GARLON 4 ULTRA 2.5 GALLONS - QUANTITY/COST	\$170.00	NO BID	NO BID		
22. GLYPHOSATE 4 PLUS 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
GLYPHOSATE 4 PLUS 2.5 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		
23. HABITAT(WETLAND IMAZYPYR) 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
HABITAT(WETLAND IMAZYPYR) 2.5 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		
24. HERITAGE 1 LB - EACH	NO BID	\$1.55	NO BID		
HERITAGE 1 LB - QUANTITY/COST	NO BID	\$1.55	NO BID		
25. HONCHO 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
HONCHO 2.5 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		
26. HORTICULTURAL OIL 2.5 GALLONS - EAC	NO BID	NO BID	NO BID		
HORTICULTURAL OIL 2.5 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		
27. HYDROTHAL 191 2.5 GALLONS - EACH	\$197.50	NO BID	NO BID		
HYDROTHAL 191 2.5 GALLONS - QUANTITY/COST	\$197.50	NO BID	NO BID		
28. IMPEL RED OIL 11.25 GALLONS - EACH	NO BID	NO BID	NO BID		
IMPEL RED OIL 11.25 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		
29. INDICATOR -MARKING DYE 1 QUART - EACH	NO BID	NO BID	NO BID		
INDICATOR -MARKING DYE 1 QUART - QUANTITY/COST	NO BID	NO BID	NO BID		

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30. INDICATOR -MARKING DYE 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
INDICATOR -MARKING DYE 2.5 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		
31. INDICATOR DYE 1 GALLON - EACH	NO BID	\$14.00	NO BID		
QUANTITY/COST	NO BID	\$14.00	NO BID		
32. JLB OIL 11.25 GALLONS - EACH	NO BID	NO BID	NO BID		
JLB OIL 11.25 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		
33. KAMMO -WET AGENT 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
KAMMO -WET AGENT 2.5 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		
34. KAMMO - PLUS 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
KAMMO - PLUS 2.5 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		
35. KERB 2.5 GALLONS - EACH	\$747.50	NO BID	NO BID		
KERB 2.5 GALLONS - QUANTITY/COST	\$747.50	NO BID	NO BID		
36. KROVAR DF 6 LB - EACH	\$60.00	NO BID	NO BID		
KROVAR DF 6 LB - QUANTITY/COST	\$60.00	NO BID	NO BID		
37. MANOR 2 OZ - EACH	\$29.00	NO BID	NO BID		
MANOR 2 OZ - QUANTITY/COST	\$29.00	NO BID	NO BID		
38. MERIT WSP 75 1.6 OZ - EACH	NO BID	NO BID	NO BID		
MERIT WSP 75 1.6 OZ - QUANTITY/COST	NO BID	NO BID	NO BID		
39. MILESTONE 2.5 GALLONS - EACH	\$772.50	NO BID	NO BID		
MILESTONE 2.5 GALLONS - QUANTITY/COST	\$772.50	NO BID	NO BID		
40. MONUMENT PER BOX (5 X 5 GRAM PACKETS) - EACH	NO BID	NO BID	NO BID		

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MONUMENT PER BOX (5 X 5 GRAM PACKETS) - QUANTITY/COST	NO BID	NO BID	NO BID		
41. PATHFINDER II 2.5 GALLONS - EACH	\$95.00	NO BID	NO BID		
PATHFINDER II 2.5 GALLONS - QUANTITY/COST	\$95.00	NO BID	NO BID		
42. POLARIS (UPLAND IMAZPYR) 2.5 GALLONS - EACH	\$187.50	NO BID	NO BID		
POLARIS (UPLAND IMAZPYR) 2.5 GALLONS - QUANTITY/COST	\$187.50	NO BID	NO BID		
43. POLARIS (ARSENAL) 1 GALLON - EACH	\$49.90	NO BID	NO BID		
POLARIS (ARSENAL) 1 GALLON - QUANTITY/COST	\$49.90	NO BID	NO BID		
44. RANGER PRO 1 GALLON - EACH	NO BID	NO BID	NO BID		
RANGER PRO 1 GALLON - QUANTITY/COST	NO BID	NO BID	NO BID		
45. RANGER PRO 30 GALLON DRUM - EACH	\$329.70	NO BID	NO BID		
RANGER PRO 30 GALLON DRUM - QUANTITY/COST	\$329.70	NO BID	NO BID		
46. RANGER PRO (UPLAND GLYPHOSATE) 2.5 GALLON - EACH	\$29.98	NO BID	NO BID		
RANGER PRO (UPLAND GLYPHOSATE) 2.5 GALLON - QUANTITY/COST	\$29.98	NO BID	NO BID		
47. RAZOR PRO GALLON - EACH	NO BID	NO BID	NO BID		
RAZOR PRO GALLON - QUANTITY/COST	NO BID	NO BID	NO BID		
48. RAZOR PRO 2.5 GALLONS - EACH	\$29.98	NO BID	NO BID		
RAZOR PRO 2.5 GALLONS - QUANTITY/COST	\$29.98	NO BID	NO BID		
49. RAZOR PRO 30 GALLON DRUM - EACH	\$329.70	NO BID	NO BID		
RAZOR PRO 30 GALLON DRUM - QUANTITY/COST	\$329.70	NO BID	NO BID		

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VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
50. RENOVATE 3 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
RENOVATE 3 2.5 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		
51. RESOLUTE 65 WG 5 LB - EACH	NO BID	NO BID	NO BID		
RESOLUTE 65 WG 5 LB - QUANTITY/COST	NO BID	NO BID	NO BID		
52. REVOLVER 87 QZ. - EACH	NO BID	NO BID	NO BID		
REVOLVER 87 QZ. - QUANTITY/COST	NO BID	NO BID	NO BID		
53. REWARD (AQUATIC) 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
REWARD (AQUATIC) 2.5 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		
54. RODEO (WETLAND GLYPHOSATE) - EACH	\$47.45	NO BID	NO BID		
RODEO (WETLAND GLYPHOSATE) - QUANTITY/COST	\$47.45	NO BID	NO BID		
55. ROUND UP 1 GALLON - EACH	NO BID	NO BID	NO BID		
ROUND UP 1 GALLON - QUANTITY/COST	NO BID	NO BID	NO BID		
56. ROUND UP PRO 1 GALLON - EACH	NO BID	NO BID	NO BID		
ROUND UP PRO 1 GALLON - QUANTITY/COST	NO BID	NO BID	NO BID		
57. ROUND UP 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
ROUND UP 2.5 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		
58. ROUND UP QUIK PRO 6.8 LB - EACH	\$53.00	NO BID	NO BID		
ROUND UP QUIK PRO 6.8 LB - QUANTITY/COST	\$53.00	NO BID	NO BID		
59. SAHARA 4 COUNT - 10 LB BAGS -EACH	\$127.90	NO BID	NO BID		

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BUYER: KATHY CICCARELLI	ANNUAL PURCHASE OF FUNGUCIDES, HERBICIDES, PESTICIDES, ETC.				
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
SAHARA 4 COUNT - 10 LB BAGS - QUANTITY/COST	511.60/CASE(40 LBS)	NO BID	NO BID		
60. SINKER - DRIFT AGENT 1 GALLON - EACH	NO BID	\$21.98	NO BID		
SINKER - DRIFT AGENT 1 GALLON - QUANTITY/COST	NO BID	\$21.98	NO BID		
61. SOLICAM DF 10 LBS - EACH	NO BID	NO BID	NO BID		
SOLICAM DF 10 LBS - QUANTITY/COST	NO BID	NO BID	NO BID		
62. SONAR AS 1 GALLON - EACH	NO BID	\$1,940.41	NO BID		
SONAR AS 1 GALLON - QUANTITY/COST	NO BID	\$1,940.41	NO BID		
63. SONAR SRP 25 LB BUCKET - EACH	NO BID	NO BID	NO BID		
SONAR SRP 25 LB BUCKET - QUANTITY/COST	NO BID	NO BID	NO BID		
64. SONAR Q 8 LBS - EACH	NO BID	NO BID	NO BID		
SONAR Q 8 LBS - QUANTITY/COST	NO BID	NO BID	NO BID		
65. SONAR Q 40 LBS - EACH	NO BID	NO BID	NO BID		
SONAR Q 40 LBS - QUANTITY/COST	NO BID	NO BID	NO BID		
66. STINNER (INJECTION) - EACH	NO BID	NO BID	NO BID		
STINNER (INJECTION) - QUANTITY/COST	NO BID	NO BID	NO BID		
67. SURFLAN (PRE-EMERGENT) 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
SURFLAN (PRE-EMERGENT) 2.5 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		

FORMAL QUOTATION #B-150352		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2015		FOR			
BUYER: KATHY CICCARELLI		ANNUAL PURCHASE OF FUNGUCIDES, HERBICIDES, PESTICIDES, ETC.			
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
68. TAL STAR (CONCENTRATE) 1 GALLON - EACH	NO BID	\$32.45	NO BID		
TAL STAR (CONCENTRATE) 1 GALLON - QUANTITY/COST	NO BID	\$32.45	NO BID		
69. TALSTAR (GRANULAR) 25 LB BAGS - EACH	NO BID	NO BID	NO BID		
TALSTAR (GRANULAR) 25 LB BAGS - QUANTITY/COST	NO BID	NO BID	NO BID		
70. TOP CHOICE 50 LB - EACH	NO BID	NO BID	NO BID		
TOP CHOICE 50 LB - QUANTITY/COST	NO BID	NO BID	NO BID		
71. ULTRA FINE OIL 1 GALLON - EACH	NO BID	NO BID	NO BID		
ULTRA FINE OIL 1 GALLON - QUANTITY/COST	NO BID	NO BID	NO BID		
72. ULTRA FINE OIL 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
ULTRA FINE OIL 2.5 GALLONS - QUANTITY/COST	NO BID	NO BID	\$45.20		
73. VELPAR 2.5 GALLONS - EACH	\$187.50	NO BID	NO BID		
VELPAR 2.5 GALLONS - QUANTITY/COST	\$187.50	NO BID	NO BID		
74. VISTA 1 QUART - EACH	NO BID	NO BID	NO BID		
VISTA 1 QUART - QUANTITY/COST	NO BID	NO BID	NO BID		
75. VISTA 1 GALLON - EACH	NO BID	\$172.45	NO BID		
VISTA 1 GALLON - QUANTITY/COST	NO BID	\$172.45	NO BID		
76. VISTA 2.5 GALLONS - EACH	\$415.88	NO BID	NO BID		
VISTA 2.5 GALLONS - QUANTITY/COST	\$415.88	NO BID	NO BID		
77. WEEDAR/24D - BROADLEAF HERBICIDE 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
WEEDAR/24D - BROADLEAF HERBICIDE 2.5 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		

FORMAL QUOTATION #B-150352	LEE COUNTY, FLORIDA TABULATION SHEET				
OPENING DATE: JUNE 30, 2015	FOR				
BUYER: KATHY CICCARELLI	ANNUAL PURCHASE OF FUNGUCIDES, HERBICIDES, PESTICIDES, ETC.				
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
TO BE STARTED WITHIN ___ CALENDAR DAYS	5	2 TO 4 DAYS	10		
DELIVER WITH OWN VEHICLE	NO	YES	NO		
LOCATION IN LEE COUNTY	NO	NO	NO		
MODIFICATIONS	YES*	YES**	YES***		
SIGNED	YES	YES	YES	NO	
LOCAL BUSINESS TAX ACCOUNT NUMBER	NA	NA	NA		
DBE	NO	NO	NO		
INSURANCE CERTIFICATE			YES		
LOCAL VENDOR PREFERENCE	NO	NO	NO		
AFFIDAVIT PRINCIPAL PLACE OF BUSINESS	NO	YES	YES		
AFFIDAVIT CERTIFICATION IMMIGRATION LAWS	YES	YES	YES		
* RED RIVER SPECIALTIES:NO MODIFICATIONS WERE MADE TO THE BID OR SPECIFICATIONS. COMMENTS HAVE BEEN INSERTED TO CLEARLY SHOW WHERE SUBSTITUTE ITEMS/SIZES ARE BEING BID. The "COST (INDIVIDUAL)" COLUMN SHOWS OUR BID PRICE PER UNIT, THE "QUANTITY" COLUMN SHOWS THE MINIMUM ORDER AMOUNT, AND THE "COST" COLUMN SHOWS THE COST PER					
1. (ACCORD) ACCORD XRT II 1 GALLON - EACH	\$19.57				
ACCORD XRT II 2.5 GALLONS - EACH	\$49.98				
2. (ACEPHATE) ACEPHATE 90 PRILL (8 X 5 LB) - PER LB	\$5.95				
ACEPHATE) ACEPHATE 90 PRILL (8 X 5 LB) - PER 5 LBS	\$29.75				

FORMAL QUOTATION #B-150352	LEE COUNTY, FLORIDA TABULATION SHEET				
OPENING DATE: JUNE 30, 2015	FOR				
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VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
3. (AQUA STAR /RODEO) AQUANEAT - 1 GALLON	\$15.00				
(AQUA STAR /RODEO) AQUANEAT - 2.5 GALLONS	\$37.50				
9. (CLEARY'S 3336 FOR SURFACE FUNGIS) TM 4.5 - 1 GALLON	\$48.00				
(CLEARY'S 3336 FOR SURFACE FUNGIS) TM 4.5 - 2.5 GALLON	\$120.00				
11. (CUTRINE (KILLS ALGAE) CUTRINE PLUS - GALLON	\$15.98				
(CUTRINE (KILLS ALGAE) CUTRINE PLUS - 2.5 GALLONS	\$39.95				
14. (DILUENT BLUE OIL) ELITE PREMIER BLUE - 1 GALLON	\$12.33				
(DILUENT BLUE OIL) ELITE PREMIER BLUE - 15 GALLON DRUM FILLED TO 11.25 GALLONS	\$138.71				
16. (DLZ) ELITE VELOCITY - 1 GALLON	\$30.60				
(DLZ) ELITE VELOCITY - 2.5 GALLONS	\$76.50				
22. (GLYPHOSATE 4 PLUS) ALECTO 41 S - 1 GALLON	\$12.20				
(GLYPHOSATE 4 PLUS) ALECTO 41 S - 2.5 GALLONS	\$30.50				
23. (HABITAT (WETLAND IMAZYPYR) ARSENAL HERBICIDE - 1 GALLON	\$49.90				
(HABITAT (WETLAND IMAZYPYR) ARSENAL HERBICIDE - 2.5 GALLONS	\$124.75				
28. (IMPEL RED OIL) ELITE PREMIER RED - 1 GALLON	\$12.33				

FORMAL QUOTATION #B-150352		LEE COUNTY, FLORIDA TABULATION SHEET			
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BUYER: KATHY CICCARELLI		ANNUAL PURCHASE OF FUNGUCIDES, HERBICIDES, PESTICIDES, ETC.			
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
(IMPEL RED OIL) ELITE PREMIER RED - 15 GALLON DRUM FILLED TO 11.25 GALLONS	\$138.71				
29. (INDICATOR - MARKING DYE) RRSI IVM MARKING DYE - QUART	\$8.00				
30. (INDICATOR - MARKING DYE) RRSI IVM MARKING DYE - 2.5 GALLONS	\$40.00				
(INDICATOR - MARKING DYE) RRSI IVM MARKING DYE - 1 GALLON	\$16.00				
31. (INDICATOR DYE) RRSI IVM MARKING DYE -1 GALLON	\$17.00				
32. (JLB OIL) JLB OIL PLUS - 1 GALLON	\$12.29				
JLB OIL) JLB OIL PLUS - 15 GALLON DRUM FILLED TO 11.25 GALLONS	\$138.26				
33. (KAMMO - WET AGENT) ELITE PLATINUM - 1 GALLON	\$16.00				
(KAMMO - WET AGENT) ELITE PLATINUM - 2.5 GALLONS	\$40.00				
34. (KAMMO PLUS) ELITE PLATINUM - 1 GALLON	\$16.00				
(KAMMO PLUS) ELITE PLATINUM - 2.5 GALLONS	\$40.00				
39. (MERIT WSP 75) IMIDACLOPRID 75 WSP PER OZ	\$2.98				
(MERIT WSP 75) IMIDACLOPRID 75 WSP 1.6 OZ	\$4.77				
55. (REWARD (AQUATIC) DIQUAT SPC 2 L - 1 GALLON	\$45.00				
(REWARD (AQUATIC) DIQUAT SPC 2 L - 2.5 GALLONS	\$112.50				
59. (ROUND UP) ROUND UP PRO CONCENTRATE - 1 GALLON	\$18.00				

FORMAL QUOTATION #B-150352	LEE COUNTY, FLORIDA TABULATION SHEET				
OPENING DATE: JUNE 30, 2015	FOR				
BUYER: KATHY CICCARELLI	ANNUAL PURCHASE OF FUNGUCIDES, HERBICIDES, PESTICIDES, ETC.				
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
(ROUND UP) ROUND UP PRO CONCENTRATE - 2.5 GALLONS	\$45.00				
62. (SINKER - DRIFT AGENT) ELITE SECURE ULTRA -1 GALLON	\$28.00				
70. (TAL STAR (CONCENTRATE) BIFEN I/T - 1 GALLON	\$31.00				
71. . (TAL STAR (GRANULAR) BIFEN L/P - PER LB	\$0.64				
(TAL STAR (GRANULAR) BIFEN L/P - PER 25 LB BAG	\$16.00				
74. (ULTRA FINE OIL) ELITE PACER ULTRA - PER GALLON	\$14.00				
(ULTRA FINE OIL) ELITE PACER ULTRA - 2.5 GALLONS	\$35.00				
79. (WEEDAR/24D - BROADLEAF HERBICIDE) WEEDESTROY AM-40 - PER GALLON	\$14.98				
(WEEDAR/24D - BROADLEAF HERBICIDE) WEEDESTROY AM-40 - 2.5 GALLONS	\$37.45				
** HELENA CHEMICAL CO.: #4 AQUATHOL SUPER KIS IN 20 LB CONTAINER; #5 ARENA IS IN A 40 OZ BOTTLE; #7 SPEC SPRAY INDICATOR; #25 OFFERING RANGER PRO; #26 OFFERING OMNI SUPREME OIL; #59 OFFERING ROUND UP CUSTOM AS WELL AS THE FOLLOWING:					
1. ACCORD - 2.5 GALLONS		\$18.00/GALLON			
4. AQUATHOL SUPER K - 25 LBS		\$16.50/LB			
5. ARENA 50 - GALLON		\$218.70/BOTTLE(40 OZ)			

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BUYER: KATHY CICCARELLI	ANNUAL PURCHASE OF FUNGUCIDES, HERBICIDES, PESTICIDES, ETC.				
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
7. BLUE DYE - QUART		\$14.00/GALLON			
8. CELSIUS - 10 OZ		\$93.40/BOTTLE			
9. CLEARY'S 3336 FOR SURFACE FUNGIS - 2.5 GALLONS		\$74.50/GALLON			
10. COHERE - 2.5 GALLONS		\$36.95/GALLON			
11. CUTRINE (KILLS ALGAE) - 2.5 GALLONS		\$15.50/GALLON			
12. CUTRINE PLUS GR - 30 LBS		\$17.41/LB			
13. DACNIL 2N - 2.5 GALLONS		\$48.00/GALLON			
16. DLZ - 2.5 GALLONS		\$30.00/GALLON			
17. DRIVE XLR8 - .5 GALLON		\$56.73/GALLON			
18. ELEMENT 3 A - 2.5 GALLONS		\$34.14/GALLON			
19. ELEMENT 4 - 2.5 GALLONS		\$42.14/GALLON			
20. ESPLANADE 200 SC - 2.5 GALLONS		\$1044.48/GALLON			
21. GARLON 4 ULTRA - 2.5 GALLONS		\$77.50/GALLON			
22. GLYPHOSATE 4 PLUS (RANGER PRO) - 2.5 GALLONS		\$11.25/GALLON			
23. HABITAT (WETLAND IMAZYPYR) - 2.5 GALLONS		\$95.00/GALLON			
25. HONCHO - 2.5 GALLONS		\$11.25/GALLON			
26. HORTICULTURAL OIL - 2.5 GALLONS		\$11.00/GALLON			
27. HYDROTHAL 191 - 2.5 GALLONS		\$63.20/GALLON			
28. IMPEL RED OIL - 11.25 GALLONS		\$7.05/GALLON			
32. JLB OIL - 11.25 GALLONS		\$10.76/GALLON			

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BUYER: KATHY CICCARELLI		ANNUAL PURCHASE OF FUNGUCIDES, HERBICIDES, PESTICIDES, ETC.			
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
34. KAMMO PLUS - 2.5 GALLON		\$22.75/GALLON			
35. KERB - 2.5 GALLON		\$258.30/GALLON			
36. KROVAR DF - 6 LBS		\$13.15/LB			
37. MANOR - 2 OZS		\$18.90/OZ			
38. MERIT WSP 75 - 1.6 OZS		\$58.62/BOTTLE			
39. MILESTONE - 2.5 GALLONS		\$309.00/GALLON			
41. PATHFINDER II - 2.5 GALLONS		\$42.00/GALLON			
42. POLARIS (UPLAND IMAZPYR) - 2.5 GALLONS		\$52.45/GALLON			
48. RANGER PRO - 2.5 GALLONS		\$13.45 GALLON			
49. RANGER PRO - 30 GALLON DRUM		\$13.05 GALLON			
50. RENOVATE 3 - 2.5 GALLONS		\$99.74/GALLON			
51. RESOLUTE 65 WG - 5 LBS		\$8.93/LB			
52. REVOLVER - 87 OZS		\$540.00/BOTTLE			
53. REWARD (AQUATIC) - 2.5 GALLONS		\$79.00/GALLON			
54. RODEO (WETLAND GLYPHOSATE) - 2.5 GALLON		\$17.85 GALLON			
57. ROUND UP - 2.5 GALLONS		\$17.75 GALLON			
58. ROUND UP QUIK PRO		\$62.90/OZ			
59. SAHARA - (4 COUNT - 10 LB BAGS)		\$10.25/LB			
61. SOLICAM DF 10 LBS		\$25.75/LB			
63. SONAR SRP 25 LB BUCKET		\$1229.60 PAIL			
67. SURFLAN (PRE-EMERGENT) 2.5 GALLONS		\$40.55/GALLON			
69. TALSTAR (GRANULAR) 25LB BAGS		\$.65 PER LB			

FORMAL QUOTATION #B-150352	LEE COUNTY, FLORIDA TABULATION SHEET				
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BUYER: KATHY CICCARELLI	ANNUAL PURCHASE OF FUNGUCIDES, HERBICIDES, PESTICIDES, ETC.				
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
70. TOP CHOICE 50 LB		\$2.75 PER LB			
72. ULTRA FINE OIL 2.5 GALLONS		\$11.00/GALLON			
73. VELPAR 2.5 GALLONS		\$86.45/GALLON			
76. VISTA 2.5 GALLONS		\$172.45/GALLON			
77. WEEDAR/24D - BROADLEAF HERBICIDE 2.5 GALLONS		\$18.00/GALLON			
***RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS: ACEPHATE IS AVAILABLE IN TWO FORM; LEPITECT OR ORTHENE. COHERE IS PRICED AS AUDIBLE; DACNIL IS PRICED AS DOCKET WS; GARLON 4 ULTRA IS PRICED AS SIGHTLINE; HORTICULTURE OIL IS PRICED AS RBA BRAND; MERIT IS PRICED AS XYTECT; TEL STAR IS PRICED AS UPSTAR GOLD.					
2. ACEPHATE - AVAILABLE IN TWO FORMS; LEPITECT OR ORTHENE			\$56.90 OR \$17.20		
10. COHERE IS PRICED AS AUDIBLE			\$29.90/GALLON 8+ =\$24.00/GALLON= \$192.00 +SHIP		
13. DACNIL IS PRICED AS DOCKET WS			\$448.50 8+=\$90.00= \$720.00 + SHIP		
21. GARLON 4 ULTRA IS PRICED AS SIGHTLINE			\$44.84		
26. HORTICULTURAL OIL IS PRICED AS RBA BRAND			\$45.20		
38. MERIT WSP 75 IS PRICED AS XYTECT			\$175.00/22PK 3+ \$94.00/22=\$282.00 + SHIP		

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BUYER: KATHY CICCARELLI	ANNUAL PURCHASE OF FUNGUCIDES, HERBICIDES, PESTICIDES, ETC.				
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
68. TAL STAR (CONCENTRATE) IS PRICED AS UPSTAR GOLD			\$62.62 EACH 8+ \$46.00 = \$368.00 + SHIP		
ALL ORDERS WILL BE BILLED A SHIPPING CHARGE BASED ON THE TOTAL OF THE SALES ORDER:					
\$0 - \$50.99 \$9.99					
\$51 - \$101.99 \$12.89					
\$101 - \$150.99 \$15.55					
\$151 - \$250.99 \$17.60					
\$251 - \$500.99 \$19.50					
\$501 - \$750.99 \$24.25					
\$751 - \$1,000.99 \$29.37					
\$1,001 - \$1500.99 \$37.10					
\$1,501 - \$2,000.99 \$43.50					
\$2,001 - \$2,249.99 \$50.00					
ALL ORDERS OVER \$2250 ARE NO CHARGE FOR SHIPPING.					
POSTING TIME/DATE					
FROM: _____ / _____					
UNTIL: _____ / _____					
BY:					

Blue Sheet No. 20150404	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 27
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TITLE:
Approve renewal of property use agreement between Lee County and First Baptist Church of St. James City

ACTION REQUESTED:
A) Approve an Agreement with First Baptist Church of St. James City, for temporary use of their property for emergency response, relief and recovery efforts.

B) Authorize the Chair to execute the agreement on behalf of the Board.

FUNDING:
No Funding Required

WHAT ACTION ACCOMPLISHES:
Renewal of this agreement, voluntarily and without further compensation, grants Lee County permission for the temporary use of First Baptist Church of St. James City property, located at 3417 8th Avenue, St. James City, for emergency relief and recovery efforts for a period of five (5) years.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input checked="" type="checkbox"/> Other	Commissioner: All Department: PUBLIC SAFETY Division: Emergency Management By: Robert Farmer

Background:

In the event of a natural disaster, such as a hurricane or other emergency situation, the County needs access to lands that provide appropriate and central staging areas for emergency response. The original agreement between Lee County and First Baptist Church of St. James City was approved June 9, 2009, for a period of five (5) years with the option to renew for an additional period of five (5) years.

The agreement, voluntarily and without further compensation, grants permission for the temporary use of the property located at First Baptist Church of St. James City, 3417 8th Avenue, St. James City, FL, for emergency response, relief and recovery efforts. The temporary use may include, but are not limited to, a staging area for emergency response equipment, an emergency distribution point, a multi-agency

Required Review:					
Robert Farmer	Reginald Kantor	Mike Figueroa	Andrea R. Fraser	Peter Winton	Christine Brady
PUBLIC SAFETY	Budget Analyst	Risk	County Attorney	Budget Services	County Manager

coordinating center, a disaster recovery center and other emergency related uses.

As part of the Agreement, the County agrees to repair, replace or reimburse the Owner for any and all damage to the property caused by the County, its agents, and employees during its occupancy. The County also agrees to reimburse a prorated share of the telephone, electrical, water and sewer services while it is occupied by Emergency Management.

1. First Baptist Church Agreement (3)

**STATEMENT OF AGREEMENT
CONCERNING THE USE OF REAL ESTATE OR OTHER PREMISES
FOR EMERGENCY RESPONSE, RELIEF AND RECOVERY EFFORTS**

THIS AGREEMENT is entered into this _____ day of _____ 2015, by and between First Baptist Church of St. James City, owner of certain real estate or other premises (“Owner”), and the Board of County Commissioners of Lee County, Florida, a political subdivision and charter county of the State of Florida, (“County”), collectively the “Parties”.

NOW, THEREFORE, it is mutually agreed between the Parties as follows:

1. Owner, in consideration of the following terms and conditions, voluntarily and without further monetary compensation, grants the County right to temporary use of the Property depicted and described in attached Exhibit A for emergency response, relief and recovery efforts (“Property”). The temporary use may include, but is not limited to, staging area for emergency response equipment, a point of distribution for essential emergency supplies and other emergency-related uses.

2. County agrees to notify Owner, as soon as practicable depending on the type of emergency event, as to the intended dates and duration of the temporary use. County agrees to limit the duration of the temporary use to 21 consecutive calendar days, unless a longer time period is approved by the Owner. The Owner has the right to terminate the use at any time with seven days notice.

3. The County agrees to exercise reasonable care during the use of the Property and to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, or employees during its occupancy. Repair, placement or reimbursement will be limited to returning the property to the condition in which it existed prior to the damage.

4. The County agrees to reimburse the Owner a prorated share of the telephone, electricity, water and sewer services charges applicable to the Property and related to the temporary use by the county, its agents, employees, or contractors during the temporary use period. Owner agrees to provide an itemized and verifiable invoice for this purpose. The County also agrees to reimburse the Owner for any specific increased costs incurred for utility services applicable to the temporary use period provided that documented proof of increased costs is submitted to the County.

5. The Owner agrees to provide emergency contact information the County and to update this information annually or as otherwise needed. (See Exhibit B).

6. This agreement will remain in force for a period of five (5) years from its execution by the County. The Agreement may be renewed, at the option of the Parties and upon mutual Agreement for an additional five (5) years under the same terms and conditions. Any renewal will require execution of a new agreement.

7. The Owner will be provided an opportunity to approve any printed materials published by the County that specifically refer to the Property.

8. The County will advise the Owner in writing with respect to use of the property by any rescue organizations assisting with the emergency relief efforts on the Property. These organizations will be required to enter into a Mutual Aid Agreement with the county and be subject to the same terms and conditions set forth in this Agreement with respect to temporary use of the Property.

9. To the extent allowed by law and subject to the provisions and limitations contained in §768.28, Florida Statutes, the County agrees to be liable for injury or loss of property, personal injury, or death caused by the negligent or wrongful act of omission of any employee, or contractor of the County, resulting from the County's temporary use of the property, while acting within the scope of his office or employment under circumstances in which the County, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida.

10. This Agreement contains the entire Agreement between the Parties.

11. Any modification or amendment of this Agreement must be mutually agreed by the Parties and executed with the same formality.

12. This Agreement may be terminated by either Party, without cause, upon 30 days written notice to the non-terminating Party.

IN WITNESS of the above, the Parties sign this Agreement.

OWNER First Baptist Church

By: Pastor Larry L. Sikes

[Signature]
Witness

[Signature]
Witness

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Chairman

ATTEST:
LINDA DOGGETT, CLERK

APPROVED AS TO FORM:

By: _____
Deputy Clerk

Office of the County Attorney

EXHIBIT A
Legal Description and Sketch of Property

First Baptist Church of St. James City
3417 8th Avenue
St. James City, FL 33956
Strap# 02-46-22-05-00371.0010



CONTACT LIST OF AUTHORIZED REPRESENTATIVES FOR TEMPORARY
USE OF REAL ESTATE OR OTHER PREMISES

Name: First Baptist Church of St. James City
Address: 3417 8th Avenue, St. James City, FL 33956
General Manager: Pastor Larry L. Jinks
Email: larryjinks7@aol.com
Phone: 239-283-0982 Alternate: 321-274-2962

Primary Emergency Contact:

Name: Pastor Larry L. Jinks
Home Address: 3456 4th Ave., St. James City, FL 33956
Phone (Office): 239-283-0982 Cellular Phone: 321-274-2962
Email: larryjinks7@aol.com

1st Alternate Emergency Contact:

Name: Glen Abernathy
Home Address: 16966 Stringfellow Road, Bokeelia, FL
Phone (Office): _____ Cellular Phone: 239-283-1327
Email: _____

2nd Alternate Emergency Contact:

Name: Teri Clementi
Home Address: 15804 Missouri Street, Bokeelia, FL
Phone (Office): _____ Cellular Phone: 239-283-4096
Email: _____

The above information is correct as of 06 /15 /2015

Please mail or fax this completed form to:
Lee County Emergency Management
2675 Ortiz Avenue
Fort Myers, FL 33905
Phone: 239-533-0622
Fax: 239-477-3636

Blue Sheet No. 20150374	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 28
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TITLE:
Approve Second Amendment to the Lee County Alico Tower Antenna Site Lease Agreement

ACTION REQUESTED:
A) Approve a Second Amendment to the Lee County Alico Tower Antenna Site License Agreement between Lee County and New Cingular Wireless PCS, LLC, managed by AT&T Mobility Corporation.
B) Authorize Chair to execute the Second Amendment to the original agreement.

FUNDING:
No funding required

WHAT ACTION ACCOMPLISHES:
This second amendment of the original agreement provides the Licensee with the opportunity to move forward with equipment upgrades and provides the County with an additional \$200 per month in License Fees.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input checked="" type="checkbox"/> Other	Commissioner: All Department: PUBLIC SAFETY Division: Communications By: Robert Farmer

Background:

On December 15, 2009, the Board executed a License Agreement with New Cingular Wireless PCS, LLC regarding the use of 526 square feet of space within the County's Alico Tower site area. The term of this license originally commenced on December 12, 2009 and may continue through the exercise of additional extension periods through December 31, 2034. The terms of the Agreement are for five (5) years with four (4) five (5) year renewals. The initial License Fee, which started at \$2,000 per month, continues to increase at a rate of 4% per year.

On February 28, 2012, the Board approved the first amendment to the agreement which allowed New Cingular Wireless to replace 9 antennas, add 3 antennas, replace 12 amplifiers, add 3 remote radio heads, power cables, and fiber cables. The first amendment also increased the monthly fee by \$500 per month necessitated by the additional equipment.

Required Review:					
Robert Farmer	Reginald Kantor	Neysa Borkert	Mike Figueroa	Peter Winton	Christine Brady
PUBLIC SAFETY	Budget Analyst	County Attorney	Risk	Budget Services	County Manager

New Cingular Wireless now seeks to modify its equipment to replace three (3) antennas, add six (6) remote radio units, power cable, and stiff arm to the existing mount. These modifications will necessitate a fee increase of \$200 per month, in addition to the current monthly rental rate, beginning on the first day of the month following full execution of this amendment, and will continue to increase at a rate of 4% per year.

1. Second Amendment to License Agreement (4)
2. Alico Tower Agreement 12/15/2009
3. First Amendment to License Agreement 2/28/2012

**SECOND AMENDMENT LEE COUNTY ALICO TOWER
ANTENNA SITE LICENSE AGREEMENT**

THIS SECOND AMENDMENT TO ANTENNA SITE LICENSE AGREEMENT (“**Second Amendment**”), dated as of the latter of the signature dates below, is by and between Lee County, Florida, a political subdivision and charter county of the State of Florida, having a mailing address of PO Box 398, Fort Myers, FL 33914 (“**County**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (“**Licensee**”), collectively referred to as the “Parties”.

WHEREAS, Lee County is the fee simple owner of certain real property located at 16101 Alico Road, Fort Myers, Florida, 33913 (“Property”) which is developed with a telecommunications tower (“Alico Tower”); and

WHEREAS, County and Licensee entered into an Antenna Site License Agreement dated December 15, 2009 (the “Original License Agreement”), and First Amendment Lee County Alico Tower Antenna Site License Agreement dated February 28, 2012 (“First Amendment”), whereby County leased to Licensee certain Licensed Property, therein described; and

WHEREAS, Licensee desires to modify Licensee’s existing equipment, as shown in Exhibit “E” of the Agreement, to replace three (3) antennas, add six (6) remote radio units, and other additional equipment as reflected in Exhibit “E-1”, which County is willing to approve; and

WHEREAS, the addition of equipment will necessitate an increase in the rental rate; and

WHEREAS, County and Licensee also desire to amend the Agreement to modify the notice section to reflect the updated delivery information for the Parties; and

WHEREAS, County and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Licensee agree as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated herein as though fully set forth below. The parties agree that the terms of the Original License Agreement, as fully executed on December 15, 2009 and the First Amendment executed on February 28, 2012, and attached as Composite Exhibit F (the “License Agreement”), not specifically amended herein remain valid, binding and controlling upon the parties. All references herein to the additions, deletions, revisions, or amendments pertain to the License Agreement.

2. **EXHIBITS.** Licensee has the right to modify Licensee's site plan and equipment as shown and described in the following amended Exhibits, which are attached hereto and incorporated herein:

- a. Exhibit D to the License Agreement is hereby deleted and replaced with attached Exhibit D-1, Site Plan.
- b. Exhibit E to the License Agreement is hereby deleted and replaced with attached Exhibit E-1, Equipment List
- c. Exhibit F to the License Agreement is hereby deleted and replaced with Composite Exhibit F, consisting of the Original License Agreement and First Amendment.

3. **LICENSE FEE.** Numbered paragraph 5 of the License Agreement is hereby amended as follows, with underlined language denoting additions.

The cost attributable to the additional equipment and improvements, as shown in Exhibit D-1, approved under the Second Amendment to the License Agreement is Two Hundred Dollars (\$200.00) per month. This amount will be aggregated to the annual License Fee, and increase in accordance with the above provisions beginning on the first day of the month following full execution of the Second Amendment.

4. **USE.** Paragraph 2(E) of the License Agreement is hereby amended as follows, with underlined language denoting additions.

E. Additional Use Conditions: Licensee expressly agrees to comply with the following conditions:

(iii) Alico Tower mounted equipment including, but not limited to, antennas, cabling mounting hardware, and ancillary items as shown in Exhibit E-1 must be installed exactly as indicated in Exhibit D-1. Any discrepancies, must be corrected within 30 days of the date of inspection, unless these items are direct replacements for equipment indicated in Exhibit E-1 which do not deviate more than 0.5% of original equipment in any dimension or weight overall. Any costs associated with mitigation of the discrepancies will be paid by Licensee, including but not limited to, subsequent structural surveys, tower contractors and legal fees.

(iv) Existing equipment to be removed from the Alico Tower, pursuant to Exhibit E-1, must be removed prior to the installation of new or replacement equipment. At no time will existing equipment to be removed and new or replacement equipment be permitted to co-exist on the Alico Tower unless a structural analysis is prepared and determines the additional loading on the Alico Tower is acceptable and will not cause a structural fail. The structural analysis must be completed in advance of construction commencement. Any deviations

from Exhibit E-1 must be approved by Lee County's designated structural engineer and/or Lee County's Radio System Manger in advance and in writing.

5. **NOTICES.** Numbered paragraph 10 of the License Agreement is amended to reflect the following delivery information for the Parties:

If to Licensee:

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation,
Attn: Network Real Estate Administration
Re: Cell Site #: 10133789, Cell Site Name: Bella Terra
FA No: 10133789
575 Morosgo Drive
Atlanta, GA 30324

With the required copy of legal notice sent to Licensee at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC
Attn: Legal Department-Network
Re: Cell Site #: 10133789, Cell Site Name: Bella Terra
FA No: 105133789
208 S. Akard Street
Dallas, TX 75020

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to County: Lee County Board of Commissioners
Attn: Division of Public Safety
Post Office Box 398
Fort Myers, FL 33902

With a Copy to:

Lee County Attorney's Office
Post Office Box 398
Fort Myers, FL 33902

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

6. **REVIEW FEE.** For review of the Second Amendment, there is a one-time application review fee of \$1,000.00 to be paid by the Licensee.

7. **OTHER TERMS AND CONDITIONS TO REMAIN.** In the event of any inconsistencies between the License Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this

Second Amendment, the License Agreement otherwise is unmodified and remains in full force and effect. Each reference in the License Agreement to itself shall be deemed also to refer to this Second Amendment.

8. **CAPITALIZED TERMS.** All capitalized terms used but not defined herein shall have the same meanings as defined in the License Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

WITNESSES:

NEW CINGULAR WIRELESS PCS, LLC
By: AT&T MOBILITY CORPORATION, ITS
MANAGER

By: _____

Print Name: _____

Printed Name: _____

Title: _____

Print Name: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

On the ____ day of _____, 2015 before me personally appeared _____, and acknowledged under oath that he/she is the _____ of _____ who is personally known to me or produced _____ as identification.

Notary Public: _____
My Commission Expires: _____

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Date: _____

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

By: _____
Office of the County Attorney

Exhibit List:

Exhibit D-1- Site Plan

Exhibit E-1- Equipment List

Composite Exhibit F- Original License Agreement and First Amendment

EXHIBIT D-1
(7 Page Site Plan)

EXHIBIT E-1
EQUIPMENT LIST

Existing Equipment To Be Removed From Tower

- (2) DBXNH-6565B-R2M Antennas- 202'
- (1) DBXNH8585B-R2M Antennas- 202'

New Equipment to Tower:

- (1) SBNHH-D65B Antennas- 202'
- (2) HPA-85R-BUU-H6 Antennas- 202'
- (3) RRUS-12 Remote Radio Units- 202'
- (3) RRUS-A2 Remote Radio Units- 202'
- (1) 7/8" Power Cable-Tower Leg
- (1) 2" Standard Stiff Arm to the Existing Mount- 201'

Existing Equipment To Remain on Tower:

- (2) DBXNH-6565B-R2M Antennas- 202'
- (7) DBXNH8585B-R2M Antennas- 202'
- (9) E15Z01P13 TMA Tower Mounted Amplifiers- 201'
- (1) DC6-48-60-18-8FLightning Protector - 208'
- (3) RRUS-11 Remote Radio Units- 202'
- (18) 1-5/8" Coax Lines- Tower Leg
- (1) 7/8" Power Cable- Tower Leg
- (1) 3/8" Fiber Cable- Tower Leg
- (3) 3/8" RET Remote Electrical Tilt Cables- Tower Leg
- (3) Sector Mounts- 201'

Existing Equipment located on Ground Lease Area to Remain

- (1) Prefabricated Equipment Shelter within the 16' x 28' equipment area
- (1) 35 KW Diesel Generator with 500 Gallon Belly tank within a 6' x 13' generator area

LEE COUNTY ALICO TOWER
ANTENNA SITE LICENSE AGREEMENT

THIS ANTENNA SITE LICENSE AGREEMENT (this "Agreement") is entered into this 15th day of December, 2009, between LEE COUNTY, FLORIDA, a political subdivision and charter county of the State of Florida ("County"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, whose address is 12555 Cingular Way, Alpharetta, Georgia 30004 ("Licensee").

RECITALS:

WHEREAS, the County owns a telecommunications tower located in Lee County, Florida (the "Alico Tower"), having an address of 16101 Alico Road, Fort Myers, Florida, and more particularly described in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, the Alico Tower is on land owned in fee simple by the County (the "Property"), more particularly shown on Exhibit "A"; and

WHEREAS, Licensee desires to obtain a license from County to use a portion of the Property and space on the Tower (the "Alico Tower Space") together with all access and utility easements (collectively, the "Licensed Property"). Said Licensed Property is more particularly shown on Exhibit "B", attached hereto and by reference made a part hereof; and

WHEREAS, Licensee understands that in using the Licensed Property it may not do so

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Lee County Attorney's Office
December 7, 2009

in any way that materially interferes with the ability of the County to lease or grant a license to use the Alico Tower for the same uses to other operators of communication equipment on space not licensed to Licensee, or which interferes with County's use of its property, and that this understanding shall control the interpretation and application of this entire Agreement; and

NOW THEREFORE, in consideration of the foregoing, the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned parties acknowledge and agree as follows:

1. RECITALS: The above representations are true and correct and are incorporated herein as a binding part of this Agreement.

2. LICENSED PROPERTY: County hereby grants a nonexclusive license to Licensee, and Licensee hereby accepts this license from County, for the Licensed Property, consisting of tower space at a height of 200 feet above ground level; approximately 526 square feet of space on County's property for the placement of Licensee's equipment shelter; and a portion of County's property for parking, pedestrian and vehicular access to and from the Licensed Property as may be required to construct, install, operate, maintain and repair antennas and associated equipment for its communications system (collectively, "Communication Facility"), together with the right to install utility lines over, under and across said portion of the Property, for the purposes of providing and maintaining necessary utilities to the Alico Tower Space, as depicted and described in Exhibit "B", attached hereto.

Rights provided by this Agreement are not exclusive, and the County reserves the right to license any portion of its property and the Alico Tower not licensed to Licensee under this Agreement to others, for any use or purpose that does not interfere with the Licensee's rights

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~~Lee County Attorney's Office~~
~~December 7, 2009~~

as forth herein. It is expressly understood that all rights granted under this Agreement are revocable, but only as set forth under the terms of this Agreement.

A) Tower Space: County hereby licenses to Licensee space on the Alico Tower as depicted and described in Exhibit "B" to enable Licensee to erect, maintain and operate a maximum of twelve (12) antennas as part of its Communication Facility and for no other purpose. The exact location on the Alico Tower and Licensee's plans and specifications must be approved by the County in advance of any installation in order to avoid interference with any of the County's equipment, cables, lines, or antennas or any other property which the County may wish to reserve for future use, as may be applicable. County approvals shall not be unreasonably delayed or withheld.

County agrees (subject to the limitations set forth herein) that Licensee may attach at its sole cost, any necessary transmission lines, cables, antennas, fixtures, and other associated equipment to make said antennas operational. Licensee will provide all mounting hardware necessary for its installation.

B) Access: County agrees that Licensee shall have the right to nonexclusive access to the Licensed Property 24 hours a day, 7 days a week, 365 days a year as may be required to construct, install, operate, maintain and repair equipment, provided that said access does not interfere with County's access, create a safety hazard, or materially interfere with access to the Alico Tower by others granted permission to use the Alico Tower. County grants to Licensee, and its agents, employees, contractors, guests and invitees a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Property as depicted and described in Exhibit "B", attached and incorporated by reference.

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~~December 7, 2009~~

County shall maintain all access roadways from the nearest public roadway to the Licensed Property in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. County shall be responsible for maintaining and repairing such roadways, as its sole expense, except for any damages caused by Licensee's use of such roadways.

C) Utility Service: Licensee shall be solely responsible for, and shall promptly pay all charges for utilities serving the Licensed Property and for the cost of the installation, maintenance, and repair of all utility meters associated with such utility service. Licensee shall have an electric meter installed on County property and shall have the right to run necessary utility lines and other electrical equipment as may be necessary from the utility source to its equipment shelter and the Alico Tower Space. County shall cooperate with Licensee in its efforts to obtain utilities from any location provided by the County or the servicing utility.

D) Upgrades: Notwithstanding anything to the contrary, Licensee may upgrade its installation without the consent of the County. For the purpose of this paragraph, "Upgrade" means making improvements or enhancements to the installation that would not affect the structural integrity or windloading of the Alico Tower; not increase the amount of licensed space on the ground or on the Alico Tower; would have a de minimis effect to the aesthetics; and would not otherwise require a permit.

E) Additional Conditions of Use: Licensee expressly agrees to comply with the following conditions:

- i) Between the hours of 6:00 pm and 7:30 am no excessive noise shall be

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~~December 7, 2008~~

allowed during the installation or maintenance of Licensee's antennas and related equipment.

ii) The antennas and all other visible related equipment shall be painted and maintained to match the Alico Tower colors, as determined by County.

3. TERM: The initial term of this License shall be for five (5) years commencing on the date both parties execute this License Agreement (the "Commencement Date"), and shall be automatically extended for four (4), five (5) year renewal terms, unless Licensee notifies County of its intention not to renew at least thirty (30) days prior to the commencement of the succeeding renewal term.

4. PERMITTED USE: The Licensed Property may be used by Licensee for the purpose of the construction, installation, operation, maintenance, repair, removal, replacement or upgrade of Licensee's communication equipment and related facilities, including, but not limited to, transmission lines, cables, receivers, radio transmitting and receiving antennas, back-up power generator, microwave dishes, air-conditioned equipment shelters and/or cabinets and related activities.

All equipment, antenna support structures and trade fixtures placed on the Licensed Property by Licensee are and shall remain the property of Licensee and shall not be deemed fixtures. Licensee has the right to remove all Licensee equipment at its sole expense on or before the expiration or earlier termination of this License Agreement, provided that Licensee shall repair any damage to the Licensed Property caused by such removal. In the event that any modifications are needed to the Alico Tower to accommodate Licensee's equipment, Licensee shall bear all costs associated therewith. Licensee shall submit plans and

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specifications to County for written approval prior to commencement of any modification, which approval shall not be unreasonably delayed, withheld or conditioned.

County and Licensee agree that in the event the Alico Tower is no longer needed for use as a tower, County shall allow Licensee together with such other Licensees as may be using the tower, to maintain the Alico Tower as an existing structure to the conclusion of any then current term of this Agreement, and Licensee shall have the right to remain on the Alico Tower for the purposes contemplated in this Agreement for the remainder of said term.

Licensee shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this License Agreement. Licensee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. County acknowledges that it shall not interfere with any aspects of construction, including, without limitation, attempting to direct construction personnel as to the location of, or method of installation of the Communication Facility.

Licensee, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

5. LICENSE FEE: Within the earlier of (a) one hundred and twenty (120) days of the Commencement Date or (b) fifteen (15) days of the start of construction, and on or before the fifth day of each month thereafter, Licensee shall pay to County a license fee of Two Thousand Dollars (\$2,000.00) per month ("License Fee"), until increased as set forth herein, partial months to be prorated in advance. The License Fee payable hereunder shall be increased by four percent (4%) commencing with the first anniversary of the Commencement Date and thereafter on each and every anniversary of the Commencement Date during the

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~~December 7, 2009~~

Initial Term and Each Renewal Term thereafter. License Fee will be payable monthly in advance by the fifth day of each month to County's address specified in Section 12 below. If this License is terminated at a time other than on the last day of a month, License Fee shall be prorated as of the date of termination for any reason (other than a default by Licensee) and all prepaid License Fee shall be immediately refunded to Licensee.

6. INTERFERENCE: Licensee shall not use the Licensed Property in any way which interferes with the use of the Alico Tower or the Property by County or lessees or licensees of County, with rights in the Property prior in time to Licensee's (subject to Licensee's rights under this License Agreement, including, without limitation, non-interference).

Similarly, County shall not use, nor shall County permit its lessees, licenses, employees, invitees or agents to use, any portion of the Alico Tower or the Property in any way which interferes with the operations of Licensee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference within twenty-four (24) hours after receipt of notice of interference from the other party. In the event any such interference does not cease promptly, within the aforementioned cure period then the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to elect to enjoin such interference or to terminate this License Agreement immediately upon written notice.

7. TERMINATION AND CONDITION ON SURRENDER:

A) Licensee may terminate this License Agreement at any time by notice to County without further liability if Licensee does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third

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party to operate the Communication Facilities, or if any such approval is canceled, expires or is withdrawn or terminated, or if County fails to have proper ownership of the Licensed Property or authority to enter into this License Agreement, or if Licensee for any other reason, in its sole discretion, determines that it will be unable to use the Licensed Property. Upon termination, all prepaid License Fees will be retained by County unless such termination is due to County's failure of proper ownership or authority, or such termination is a result of County's default and neither party will have any further liability to the other except Licensee's responsibility of removing all of the Communication Facility from the Alico Tower Space and Licensed Property per Section 7. (B) and any terms or conditions of this License Agreement that survive the termination of this License Agreement.

B) The Licensee Equipment shall remain personal to and the property of Licensee. At the termination or expiration of this Agreement, Licensee shall remove its Licensee Equipment within ninety (90) days of such termination or expiration, at no cost to the County. Licensee shall repair any damage caused by such removal, and shall otherwise surrender the Licensed Premises at the expiration of the term and any applicable renewal terms, as same may have been extended, or earlier termination thereof, in good condition ordinary wear and tear, damage by fire and other casualty excepted. In the event that Licensee fails to remove Licensee's Equipment or other property from the Premises within ninety (90) days of expiration or termination of this Agreement, County may remove and store Licensee's equipment at Licensee's sole cost and expense.

8. DEFAULT AND RIGHT TO CURE:

A) Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the

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~~December 7, 2009~~

obligation to terminate this License Agreement on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this License Agreement and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting party.

B) If there occurs an Event of Default by Licensee, County shall not have the right, prior to the termination of this Agreement, to remove Licensee's Equipment from the Premises and/or remove persons or property from the Premises. However, County shall have the absolute right to unrestricted access to the full use of all County property and equipment and may take all reasonable actions necessary to protect said property.

9. TAXES: County shall pay when due any real property taxes for the Property, including the Licensed Property. In the event the County refuses or fails to pay any such real property taxes or other fees and assessments, County will immediately notify the Licensee, and Licensee shall have the right, but not the obligation, to pay such owed amounts and deduct them from License Fee amounts due under this License Agreement. Notwithstanding the foregoing, Licensee shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of Licensee's Communication Facility, only for so long as this License Agreement has not expired of its own terms or is not terminated by either party. County hereby grants to Licensee the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of County and/or Licensee, any personal property or real property tax assessments that may affect Licensee. If County receives notice of any personal property or real property tax assessments against the County, which may affect Licensee and is directly attributable to Licensee's installation, County shall provide timely notice of the assessment to Licensee sufficient to allow

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Licensee to consent to or challenge such assessment. Further, County shall provide to Licensee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 12. In the event real property taxes are assessed against County or Licensee for the Licensed Property or the Property, Licensee shall have the right, but not the obligation, to terminate this License Agreement without further liability after thirty (30) days' written notice to County, provided Licensee pays any real property taxes assessed as provided herein.

10. INSURANCE AND WAIVER OF SUBROGATION:

A) Licensee will provide the following:

Commercial General Liability Insurance shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of \$1,000,000.00 per bodily injury per person (BI); \$1,000,000.00 property damage (PD); an aggregate amount of One Million and No/100 dollars (\$1,000,000.000); or \$2,000,000.00 combined single limit (CSL) of BI and PD.

Workers= Compensation - Statutory benefits as defined by Florida Statutes 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees, regardless of the number of employees. Employers' liability will have minimum limits of: \$1,000,000.00 per accident; \$1,000,000.00 disease limit; \$1,000,000.000 disease limit per employee.

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~~December 7, 2009~~

Licensee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Licensee may maintain. However, the insurance or reinsurance carriers must be approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial rating of no less than A:VII with A.M. Best & Company.

Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide the following:

“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials and will be named as an “Additional Insured” on the General Liability policy.

B) County and Licensee release each other and their respective principals, employees, representatives and agents from any claims for damage to any person or to the Premises or the Licensee Equipment thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. County and Licensee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither County or Licensee shall be liable for any damage caused by fire or any of the risks insured against under any insurance policy required by Section 11.

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11. INDEMNIFICATION:

A) Licensee agrees to indemnify and hold harmless the County from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (b) a breach of any litigation of the indemnifying party under this License Agreement.

B) To the extent permitted under Section 768.28, Florida Statutes, County agrees to indemnify, defend and hold Licensee harmless from and against any injury loss, damage or liability (or any claims in respect of the foregoing) arising directly from the actions or failure to act of County or its employees or agents, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors. Notwithstanding anything to the contrary in this Agreement, Licensee and County each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

C) Notwithstanding anything to the contrary in this License Agreement, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this License Agreement. Licensee shall be responsible to County, or any third-party, for any claims, costs or damages (including fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. NOTICES: All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage

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~~December 7, 2009~~

paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. County or Licensee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Licensee, to:

New Cingular Wireless PCS, LLC
Attn.: Network Real Estate Administration
Re: Cell Site # Bella Terra
FA #10133789
12555 Cingular Way
Alpharetta, GA 30004

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # Bella Terra
FA #10133789
1025 Lenox Park Blvd., 5th Floor
Atlanta, GA 30319

If to County, to:

Lee County Board of Commissioners
2115 Second Street
Fort Myers, FL 33901

13. QUIET ENJOYMENT, TITLE AND AUTHORITY: County covenants and warrants to Licensee that (i) County has full right, power and authority to execute and perform this License Agreement; (ii) it has good and unencumbered title to the Property and the Tower free and clear of any liens or mortgages, except those disclosed to Licensee and which will not interfere with Licensee's rights to or use of the Licensed Property; and (iii) execution and performance of this License Agreement will not violate any laws, ordinances,

~~DRAFT For Discussion Purposes Only
Lee County Attorney's Office
December 7, 2009~~

covenants, or the provisions of any mortgage, lease, or other agreement binding on County. County covenants that at all times during the term of this License Agreement, Licensee's quiet enjoyment of the Licensed Property or any part thereof shall not be disturbed as long as Licensee pays the License Fee, performs the terms of this Agreement and is not in default beyond any applicable grace or cure period.

14. ENVIRONMENTAL LAWS: County represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. County and Licensee shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. County shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Licensee, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property.

County agrees to defend, indemnify and hold Licensee harmless from Claims resulting from Actions on the Property not caused by County or Licensee prior to and during the Initial Term and any Renewal Term of this License Agreement. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental

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~~December 7, 2008~~

authority. This Section 14 shall serve the termination or expiration of this License Agreement.

15. ASSIGNMENT AND SUBLEASING: Licensee shall have the right to assign or otherwise transfer this License Agreement and the Easements (as defined above) to any person or business entity which is authorized pursuant to, and FCC licensed to operate a wireless communications business, is a parent, subsidiary or affiliate of Licensee, is merged or consolidated with Licensee or purchases more than fifty percent (50%) of either an ownership interest in Licensee or the assets of Licensee in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. Upon such assignment, Licensee shall be relieved of all liabilities and obligations hereunder and County shall look solely to the assignee for performance under this License Agreement and all obligations hereunder. Licensee may sublease the Licensed Property, upon written notice to County. Licensee may otherwise assign this License Agreement upon written approval of County, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

Additionally, Licensee may, upon notice to County, mortgage or grant a security interest in this License Agreement and the Communication Facility, and may assign this License Agreement and the Communication Facility to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this License Agreement. In such event, County shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. County agrees to notify Licensee and Licensee's Mortgagees simultaneously of any default by Licensee and to give Mortgagees the same right to cure any default as Licensee or to remove any property of Licensee or Mortgagees located on the Licensed Property, except that the cure period for any Mortgagees shall not be less than thirty (30)

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~~December 7, 2009~~

days after receipt of the default notice, as provided in Section 9 of this License Agreement. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Licensee. Failure by County to give Mortgagees such notice shall not diminish County's rights against Licensee, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Licensee or Mortgagees located on the Licensed Property as provided in Section ___ of this License Agreement.

16. SUCCESSORS AND ASSIGNS: This License Agreement and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. WAIVER OF COUNTY LIEN:

A) County hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Licensee's Equipment or any portion thereof, which are deemed personal property for the purposes of this License Agreement, whether or not the same is deemed real or personal property under applicable laws, and County gives Licensee and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this License Agreement, in Licensee's and/or Mortgagee's sole discretion and without County's consent.

B) Licensee shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Licensee. Licensee shall, within twenty (20) days following the imposition of any such lien, upon notice, cause the same to be released of record by payment or posting of a proper bond. No work which County permits Licensee to perform on the Property shall be deemed to be for the use and

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~~Lee County Attorney's Office~~
~~December 7, 2009~~

benefit of County so that no mechanics or other lien shall be allowed against the County by reason of its consent to such work. County shall have the right to post notices that it is not responsible for any work performed, materials furnished or obligations incurred by Licensee.

C) If County, at any time during the initial term or any extended term of this License Agreement, sells, leases, transfers or otherwise conveys all or any part of County's Property to any transferee other than Licensee, such transfer shall be subject to the terms and provisions of this Agreement and all of Licensee's rights hereunder.

18. MISCELLANEOUS:

A) In the event that, at any time during the term of this License Agreement, the Alico Tower shall be partially destroyed or damaged by any other party than Licensee, its agents, representatives, or employees, County, at its own cost and expense, shall cause the same to be repaired, replaced or rebuilt. In the event County has not commenced such repair, replacement or rebuilding within thirty (30) days after the date of such damage or destruction, Licensee may, upon written notice to County terminate this License Agreement as of the date set forth in such notice and all license fees and other sums shall abate to the extent that, and for the period that, the Licensed Property are not usable for the conduct of Licensee's business. These shall be Licensee's sole and exclusive remedies.

B) In the event of any such damage or destruction which renders Licensee's Facility non-operable for a period reasonably expected to exceed five (5) days, Licensee shall have, and County hereby grants to Licensee, the right to bring and maintain upon County's Property such temporary communications facilities as Licensee shall reasonably determine are the minimum necessary to continue to operate Licensee's communications system and

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provided (i) that such temporary facilities do not materially interfere with County's or any other tenant's communications operations on County's Property or the repair or replacement of the damaged facilities; (ii) that Licensee obtains all necessary permits and authorizations for the construction and operation of such temporary facilities; (iii) that Licensee shall remove such temporary facilities upon the sooner of (a) the restoration of services by Licensee's Facility, or (b) termination of this License Agreement. This shall be Licensee's sole and exclusive remedy.

C) In the event County receives notification of any condemnation proceedings affecting the Property, County will provide notice of the proceeding to Licensee within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Licensee will not diminish County's recovery. Licensee will be entitled to reimbursement for any prepaid Rent on a prorata basis.

D) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

E) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

F) This License Agreement constitutes the entire agreement and understanding of

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~~Lee County Attorney's Office~~
~~December 7, 2009~~

the parties, and supercedes all offers, negotiations and other agreements, with respect to the subject matter and property covered by this License Agreement.

G) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit "C" necessary to protect its rights or use of the Licensed Property. The Memorandum of Lease may be recorded in place of this License Agreement, by either party. In the event the Property is encumbered by a mortgage or deed of trust, County agrees, upon request of Licensee, to obtain and furnish to Licensee a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Licensee. Licensee may obtain title insurance on its interest in the Licensed Property. County agrees to execute such documents as the title company may require in connection therewith.

H) This License Agreement shall be construed in accordance with the laws of the state of Florida.

I) If any term of this License Agreement is found to be void or invalid, such finding shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this License Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this License Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

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December 7, 2009~~

J) The persons who have executed this License Agreement represent and warrant that they are duly authorized to execute this License Agreement in their individual or representative capacity as indicated.

K) This License Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

L) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit "A" (the legal description of the Property) and Exhibit "B" (the Licensed Property location within the Property), may be attached to this License Agreement and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits "A", and/or "B", as the case may be, which may have been attached hereto in preliminary form, may be replaced by Licensee with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

M) If County is represented by any broker or any other leasing agent, County is responsible for all commission fees or other payment to such agent, and agrees to indemnify and hold Licensee harmless from all claims by such broker or anyone claiming through such broker. If Licensee is represented by any broker or any other leasing agent, Licensee is responsible for all commission fees or other payment to such agent, and agrees to indemnify and hold County harmless from all claims by such broker or anyone claiming through such broker.

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~~December 7, 2009~~

N) Licensee must comply with all of County's land development regulations except as such regulations are specifically modified or more explicitly provided in this Agreement.

O) County agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee.

P) Radon Gas. In accordance with Florida Law, the following statement is hereby made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

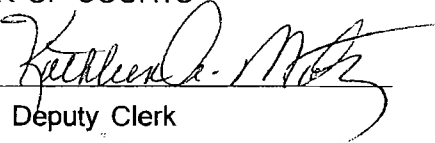
The effective date of this License Agreement is the date of execution by the last party to sign (the "Effective Date").

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~~December 7, 2008~~

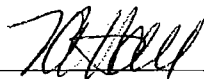
ATTEST: CHARLIE GREEN
CLERK OF COURTS

BY:


Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

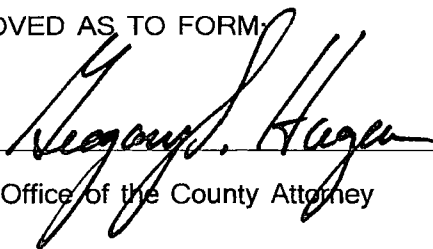
BY:


Chair



APPROVED AS TO FORM:

BY:


Office of the County Attorney

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Lee County Attorney's Office
December 7, 2009

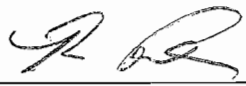
LICENSEE: NEW CINGULAR WIRELESS
PCS, LLC, a Delaware Limited Liability

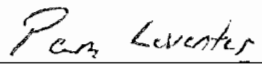
BY: AT&T Mobility Corporation
ITS: Manager

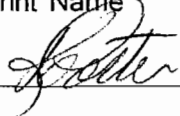
BY: 
TITLE: Real Estate &
Construction Mgr

PRINT: Bruce Cook

DATE: 12/10/2009


Witness


Print Name


Witness

Kathy Porter

Print Name

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Lee County Attorney's Office
December 7, 2009~~

EXHIBIT "A"

Legal Description

The County Property is legally described as follows:

Parent Parcel Description: (As Supplied)

That portion of Section 22, Township 46 South, Range 26 East, Lee County, Florida lying East of the Easterly Right-of-way line of Alico Road, and North of the Northerly Right-of-way line of Corkscrew Road, both shown on the "Survey Plats of Sections 19, 20, 21 and 22, Township 46 South, Range 26 East", as prepared by Duane Hall and Associates, Inc. dated March 16, 1977, more particularly described as follows:

Begin at the Northeast Corner of said Section 22, thence S01°04'09"E, along the East line of said Section 22 for 4449.21 feet to an intersection with the aforementioned Northerly Right-of-way of Corkscrew Road; thence along said Northerly Right-of-way line for the following described three (3) courses: (1) N47°49'30"W for 14.75 feet to the point of curvature of a circular curve concave to the Southwest; (2) thence Northwesterly and Westerly along the arc of said curve having for its elements a radius of 1859.57 feet and a central angle of 45°45'20" for 1485.02 feet to the point of tangency; (3) thence S86°25'11"W for 2302.38 feet to an intersection with the aforementioned Easterly Right-of-way of Alico Road; thence along said Easterly Right-of-way for the following described five (5) courses: (1) N12°09'21"W for 1729.60 feet to the point of curvature of a circular curve concave to the East; (2) thence Northwesterly and Northerly along the arc of said curve having for its elements a radius of 1083.12 feet and a central angle of 14°35'04" for 275.70 feet to the point of tangency; (3) thence N02°25'43"E for 1090.38 feet to the point of curvature of a circular curve concave to the Southwest; (4) thence Northerly and Northwesterly along the arc of said curve having for its elements a radius of 565.88 feet and a central angle of 24°43'38" for 287.37 feet to the point of tangency; (5) thence N22°17'55"W for 777.52 feet to an intersection with the North line of said Section 22; thence N89°16'34"E along said North line for 4356.15 feet to the POINT OF BEGINNING. Said Parcel contains 373.307 acres more or less, situate, lying, and being in Lee County, Florida.

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~~Lee County Attorney's Office~~

~~December 7, 2009~~

EXHIBIT "B"

The location of the Licensed Property within the Property (together with access and utilities) is more particularly described and depicted as follows:

See attached Survey

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Lee County Attorney's Office
December 7, 2008~~

EXHIBIT "C"
MEMORANDUM OF LEASE

Prepared by:

Chris Lee

Spire Development Inc

1751 Fircrest Court

Wesley Chapel, FL 33543

Return to:

New Cingular Wireless PCS, LLC

12555 Cingular Way

Alpharetta, GA 30004

Attn: Network Real Estate Administration

Re: Cell Site # 151x0134 Cell Site Name: Bella Terra

Fixed Asset # 10133789

State: Florida

County: Lee

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this 15th day of December, 2009, by LEE COUNTY, FLORIDA, a political subdivision and charter county of the State of Florida ("County"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, whose address is 12555 Cingular Way, Alpharetta, Georgia 30004 ("Licensee").

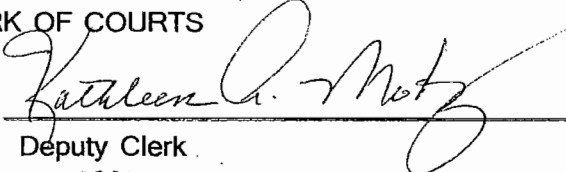
1. County and Licensee entered into a certain Option and Lease Agreement ("Agreement") on the 15th day of December, 2009, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The initial lease term will be five (5) years ("Initial Term") commencing on the effective date of written notification by Licensee to County of Licensee's exercise of the Option, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Licensee (the "Premises") is described in Exhibit 1 annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BY:


Deputy Clerk



BOARD OF COUNTY
COMMISSIONERS OF LEE

BY:


Chair

APPROVED AS TO FORM:

BY:


Office of the County Attorney

LICENSEE: NEW CINGULAR WIRELESS
PCS, LLC, a Delaware Limited Liability
Company

Witness

BY:

AT&T Mobility

Its:

Manager

Print Name

BY:

Print:

Witness

Date:

Print Name

COUNTY ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 200__ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, _____ of _____, a
_____ limited liability company, on behalf of the limited liability company. He/she is
personally known to me or has produced _____ as identification.

Name: _____

Notary Public

Serial No.: _____

My Commission Expires: _____

[NOTARIAL SEAL]

EXHIBIT 1

DESCRIPTION OF PREMISES

to the Agreement dated _____, 200__, by LEE COUNTY, FLORIDA, a political subdivision and charter county of the State of Florida ("County"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, whose address is 12555 Cingular Way, Alpharetta, Georgia 30004 ("Licensee").

The Premises are described and/or depicted as follows:

See attached Survey

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~~Lee County Attorney's Office~~
~~December 10, 2009~~



FIRST AMENDMENT
LEE COUNTY ALICO TOWER
ANTENNA SITE LICENSE AGREEMENT

THIS FIRST AMENDMENT TO THE ANTENNA SITE LICENSE AGREEMENT (this "Agreement") is entered into this 28 day of February, 2012, between **LEE COUNTY**, Florida, a political subdivision and charter county of the State of Florida, whose mailing address is PO Box 398, Fort Myers, Florida 33914 ("County"); and, **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, (as an affiliate of New Cingular Wireless Services, Inc.) a successor a successor in interest to AT&T Wireless Services of Florida, Inc. whose mailing address is 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004 ("Licensee").

RECITALS:

WHEREAS, the County owns a telecommunications tower located in Lee County, Florida (the "Alico Tower"), having an address of 16101 Alico Road, Fort Myers, Florida, and more particularly described in attached Exhibit "A"; and

WHEREAS, the Alico Tower is on land owned in fee simple by the County (the "Property"); and

WHEREAS, on December 15, 2009, County granted Licensee a license ("Original License Agreement" attached as Exhibit "E") to use a portion of the Property and space on the Tower (the "Alico Tower Space") together with all access and utility easements (collectively, the "Licensed Property"). Said Licensed Property is more particularly depicted and described in attached Exhibit "B-1"; and

WHEREAS, Licensee seeks to amend the License Agreement to modify the

existing equipment as follows: (a) replace all nine existing antennas with 12 new antennas; (b) replace 12 existing amplifiers with nine new amplifiers; (c) add one DC6 Surge Suppression unit; (c) add three Remote Radio Heads (RRUs); (d) add three RET cables; (e) add one power cable; and, (f) add one fiber cable; and

WHEREAS, Licensee understands that in using the Licensed Property it may not do so in any way that materially interferes with the ability of the County to lease or grant a license to use the Alico Tower for the same uses to other operators of communication equipment on space not licensed to Licensee, or which interferes with County's use of its property, and that this understanding shall control the interpretation and application of this entire Agreement; and

NOW THEREFORE, in consideration of the foregoing, the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned parties acknowledge and agree as follows:

1. **RECITALS.** The above representations are true and correct and are incorporated herein as a binding part of this Agreement. The parties agree that the terms of the Original License Agreement executed on December 15, 2009 and attached as Exhibit E, not specifically amended herein remain valid, binding, and controlling upon the parties. All references herein to additions, deletions, revisions or amendments pertain to the attached Original License Agreement.

2. **EXHIBITS.**

- a. Exhibit A to the Original License Agreement is hereby deleted and replaced with attached Exhibit A-1, which is the legal description of the parent tract from which the License Area is derived and is referenced as the Alico Tower.

- b. Exhibit B to the Original License Agreement is hereby deleted and replaced with Attached Exhibit B-2, which is the legal description of the License Areas granted to Licensee.
- c. Exhibit C to the Original License Agreement remains unchanged.
- d. Exhibit D, the 5 page Site Plan for the License Area, is hereby adopted.
- e. Exhibit E is adopted as the Equipment List.
- f. Exhibit F, consisting of the original License Agreement, is hereby adopted.

3. **LICENSED PROPERTY.** Numbered paragraph 2 of the Original License Agreement is hereby deleted in its entirety and replaced as follows:

LICENSED PROPERTY.

County hereby grants a nonexclusive license to Licensee, and Licensee hereby accepts this license from County, for the Licensed Property, consisting of tower space at a height of 200 feet above ground level; approximately 526 square feet of space, consisting of a 16' x 28' equipment shelter area and 6' x 13' generator area, on County's property for the placement of Licensee's equipment; and a portion of County's property for parking, pedestrian and vehicular access to and from the Licensed Property as may be required to construct, install, operate, maintain and repair antennas and associated equipment for its communications system (collectively, "Communication Facility"), together with the right to install utility lines over, under and across said portion of the Property, for the purposes of providing and maintaining necessary utilities to the Alico Tower Space, as depicted and described in attached Exhibits "B-1" and "D".

Rights provided by this Agreement are not exclusive, and the County reserves the right to license any portion of its property and the Alico Tower not licensed to Licensee under this Agreement to others, for any use or purpose that does not interfere with the Licensee's rights as forth herein. It is expressly understood that all rights granted under this Agreement are revocable, but only as set forth under the terms of this Agreement.

A) Tower Space: County hereby licenses to Licensee space on the Alico Tower as depicted and described in Exhibit "D" to enable Licensee to erect, maintain and operate a maximum of twelve (12) antennas as part of its Communication Facility and for no other purpose. The exact location on the Alico Tower and Licensee's plans and specifications must be approved by the County in advance of any installation in order to avoid interference with any of the County's equipment, cables, lines, or antennas or any other property the County may wish to reserve for future use, as may be applicable. County approvals will not be unreasonably delayed or withheld.

County agrees (subject to the limitations set forth herein) that Licensee may attach at its sole cost, any necessary transmission lines, cables, antennas, fixtures, and other associated equipment within the License Property to make said antennas operational. Licensee will provide all mounting hardware necessary for its installation.

B) Access: County agrees that Licensee will have the right to nonexclusive access to the Licensed Property 24 hours a day, 7 days a week, 365 days a year as may be required to construct, install, operate, maintain and repair equipment, provided that said access does not interfere with County's access, create a safety hazard, or materially interfere with access to the Alico Tower by others granted permission to use the Alico Tower. County grants to Licensee, and its agents, employees, contractors, guests and invitees a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Property as depicted and described in Exhibit "B-1", attached and incorporated by reference.

County will maintain all access roadways from the nearest public roadway to the Licensed Property in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. County is responsible for maintaining and repairing such roadways, as its sole expense, except for any damages caused by Licensee's use of such roadways.

C) Utility Service: Licensee is solely responsible for, and will promptly pay all charges for utilities serving the Licensed Property and for the cost of the installation, maintenance, and repair of all utility meters associated with such utility service. Licensee will have an electric meter installed on County property and have the right to run necessary utility lines and other electrical equipment as may be necessary from the utility source to its equipment shelter and the Alico Tower Space. County will cooperate with Licensee in its efforts to obtain utilities from any location provided by the County or the servicing utility. However, if the utility will be installed or otherwise extended outside the access areas described in Exhibit "B-1", Licensee understands and agrees County has a right to seek compensation for the access rights from the utility service provider and to specifically designate and define the areas to be encumbered by the utility service.

D) Upgrades: Notwithstanding anything to the contrary, Licensee may upgrade its installation without the consent of the County. For the purpose of this paragraph, "Upgrade" means making improvements or enhancements to the installation that would not affect the structural integrity or windloading of the Alico Tower; not increase the amount of licensed space on the ground or on the Alico Tower; would have a *de minimis* effect to the aesthetics; would not substantively or substantially change the equipment identified in attached Exhibit "E"; and, would not otherwise require a permit. However, Licensee is required to provide written notice specifically identifying the proposed upgrades to County prior to performing any upgrades that may not require County consent.

Modification of Licensee equipment in a manner that will increase the Licensed area; have the potential to affect the structural integrity or windloading of the Alico Tower or precipitate a substantive change to the equipment list attached as Exhibit "E" will require prior County consent, which will not be unreasonably withheld.

E) Additional Conditions of Use: Licensee expressly agrees to comply with the following conditions:

- (1) Between the hours of 6:00 pm and 7:30 am no excessive noise will be allowed during the installation or maintenance of Licensee's antennas and related equipment.
- (2) The antennas and all other visible related equipment will be painted and maintained to match the Alico Tower colors, as determined by County.

4. TERM. Numbered paragraph 3 of the Original License Agreement is hereby deleted in its entirety and replaces as follows:

TERM: The initial term of this License is for five (5) years commencing on December 12, 2009, the date both parties initially executed this License Agreement (the "Commencement Date"), and will be automatically extended for four (4), five (5) year renewal terms, with a final expiration date of December 31, 2034, unless Licensee notifies County of its intention not to renew at least thirty (30) days prior to the commencement of the succeeding renewal term.

5. LICENSE FEE. Numbered paragraph 5 of the Original Agreement is hereby deleted in its entirety and replaced as follows:

LICENSE FEE: Within the earlier of (a) one hundred and twenty (120) days of the Commencement Date; or, (b) fifteen (15) days of the start of construction, and on or

before the fifth day of each month thereafter, Licensee shall pay to County a license fee of Two Thousand Dollars (\$2,000.00) per month ("License Fee"), until increased as set forth herein, partial months to be prorated in advance. The License Fee payable hereunder will be increased by four percent (4%) commencing with the first anniversary of the Commencement Date and thereafter on each and every anniversary of the Commencement Date during the Initial Term and Each Renewal Term thereafter. License Fee will be payable monthly in advance by the fifth day of each month to County's address specified in Section 12 below. If this License is terminated at a time other than on the last day of a month, License Fee will be prorated as of the date of termination for any reason (other than a default by Licensee) and all prepaid License Fee will be immediately refunded to Licensee.

The cost attributable to the additional equipment approved under the First Amendment to the License Agreement is \$500 per month. This amount will be aggregated to the annual license fee, and increase in accord with the above provisions, beginning April 1, 2012.

6. **NOTICES.** The provisions of numbered paragraph 10 of the original License Agreement are amended to reflect the following notice delivery information for the parties.

If to Licensee, to:

New Cingular Wireless PCS, LLC

By: AT & T Mobility Corporation

Attn.: Network Real Estate Administration

Re: Cell Site # FTMYFLU0187, Cell Site Name: Bella Terra

FA #10133789

12555 Cingular Way, Suite 1300

Alpharetta, GA 30004

With a copy to:

New Cingular Wireless PCS, LLC

Attn: Legal Department

Re: Cell Site # FTMFLU0187, Cell Site Name: Bella Terra

FA #10133789

1025 Lenox Park Blvd., 5th Floor

Atlanta, GA 30319

(Note: a copy sent to the legal Department is an administrative step, which alone, does not constitute legal notice)

If to County, to:

Lee County Board of Commissioners

Attn: Public Safety

Post Office Box 398

Fort Myers, FL 33902

With a Copy to:

Michael Hunt, County Attorney

Lee County Attorney's Office

Post Office Box 398

Fort Myers, FL 33902

7. **MISCELLANEOUS.** Numbered paragraph 18 of the Original License Agreement is hereby amended to replace subparagraph L as indicated below and add provisions Q, R, S and T as follows.

L) All Exhibits referred to herein and any Addenda are incorporated herein for

all purposes. The parties understand and acknowledge that Exhibit "A-1" (the legal description of the Property) and Exhibit "B-1" (the Licensed Property location within the Property), along with portions of the other Exhibits, may be attached to the Memorandum of Lease. The terms of all Exhibits are incorporated herein for all purposes.

Q) Venue for any action to enforce the provisions of this License Agreement will be in Lee County, Florida.

R) Notwithstanding anything in this License to the contrary, Licensee does not have the right to encumber the title to the Licensed Parcel, access areas, or the balance of the County property by granting easements to third parties or otherwise recording documents not specifically approved by County, in the Public Records. County reserves the exclusive right to grant any easement or other encumbrance on its Property that may or will remain effective beyond the term of this License.

S) Licensee warrants and represents that its signatory has full and proper authority to enter into this Amendment to the License Agreement and to fully bind Licensee to all of the terms contained herein.

T) This License Agreement constitutes the entire agreement between the parties and may be modified only in a writing executed with the same formality.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year below as written.


WITNESSES:

NEW CINGULAR WIRELESS PCS, LLC

a Delaware Limited Liability Company

By: AT&T Mobility Corporation

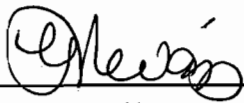
Its: Manager



Print Name: ANDRES ORTIZ

By: 

Name: John M. Collins
Title: Area Real Estate
Manager



Print Name: Yasmarié Nevarez

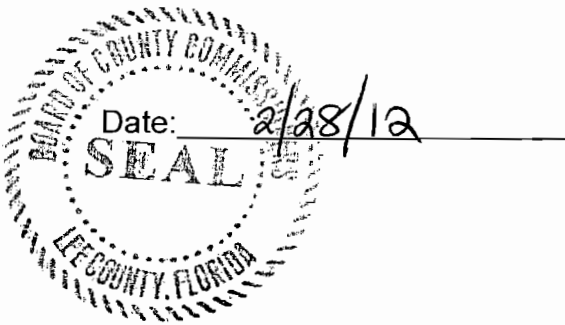
Date: 2/8/2012

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: Marcia Wilson
Deputy Clerk

By: J. Manning
Chair



APPROVED AS TO FORM:

By: [Signature]
Office of the County Attorney

EXHIBIT "A-1"

Legal Description of County Property

The County Property is legally described as follows:

That portion of Section 22, Township 46 South, range 25 east, Lee County, Florida, lying east of the easterly Right-of-way line of Alico Road, and North of the Northerly Right-of-way line of Corkscrew Road, both shown on the "survey plats of Section 19, 20, 21 and 22, Township 46 South, Range 26 east", as prepared by Duane Hall and Associates, Inc. dated March 16, 1977, more particularly described as follows:

Begin at the Northeast Corner of Said Section 22, thence $S01^{\circ}04'09''$, along the East line of said Section 22 for 4449.21 feet to an intersection with the aforementioned Northerly Right-of-way line for Corkscrew Road; thence along said Northerly Right-of-way line for the following described three (3) courses: (1) $N47^{\circ}49'30''W$ for 14.75 feet to the point of curvature of a circular curve concave to the Southwest; (2) thence Northwesterly and Westerly along the arc of said curve having for its elements a radius of 1859.57 feet and a central angle of $45^{\circ}45'20''$ for 1485.02 feet to the point of tangency; (3) thence $S86^{\circ}25'11''W$ for 2382.38 feet to an intersection with the aforementioned Right-of-way of Alico Road; thence along said Easterly Right of way for the following described five (5) courses; (1) $N12^{\circ}09'21''W$ for 1729.60 feet to the point of curvature of a circular curve concave to the East; (2) thence Northwesterly and Northerly along the arc of a said curve having for its elements a radius of 1083.12 feet and a central angle of $14^{\circ}35'04''$ for 275.70 feet to the point of tangency; (3) thence $N02^{\circ}25'34''E$ for 1090.38 feet to the point of curvature of the arc of said curve to the Southwest; (4) thence Northerly and Northwesterly along the arc of said curve having for its elements a radius of 665.88 feet and a central angle of $24^{\circ}43'38''$ for 287.37 feet to the point of tangency; (5) thence

N22°17'55"W for 777.52 feet to an intersection with the North line of said Section 22; thence N89°16'34"E along said North line for 4356.15 feet to the POINT OF BEGINNING; said parcel contains 373.307 acres more or less, situate, lying and being in Lee County, Florida.

EXHIBIT "B-1"

Legal Description of Licensed Property

Equipment Pad Parcel:

A parcel of land lying in the Northwest ¼ of Section 22, Township 46 South, Range 26 East, Lee County, Florida, more particularly described as follows:

COMMENCE at the Northeast Corner of the Northwest ¼ of said Section 22; thence coincident with the North Boundary of the Northwest 1/4 of Section 22, S89°23'48"W a distance of 1111.36 feet; thence departing said North boundary, S00°36'08"E a distance of 159.14 feet to a point being coincident with the West Boundary of a existing Nextel Lease Area; thence coincident with said West Boundary, S25°33'30"W a distance of 20 feet to a point being coincident with the South Boundary of said Nextel Lease Area, said point also being the POINT OF BEGINNING; thence departing said West Boundary coincident with said South Boundary, S64°26'30"E a distance of 19.11 feet; thence departing said south boundary, S25°33'30"W a distance of 16.00 feet; thence N84°28'30"W a distance of 28 feet; thence N25°33' 30"E a distance of 16 feet; thence S64°28'30"W feet a distance of 8.89 feet to the POINT OF BEGINNING.

Containing an area of 448.00 square feet, 0.010 acres, more or less.

Generator Parcel:

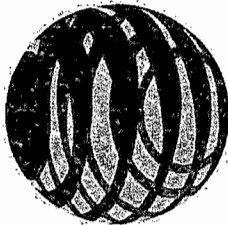
A parcel of land lying in the Northwest ¼ of Section 22, Township 46 South, Range 26 East, Lee County, Florida, more particularly described as follows:

COMMENCE at the Northeast Corner of the Northwest ¼ of said Section 22; thence coincident with the North Boundary of the Northwest 1/4 of Section 22, S89°23'48"W a distance of 1111.36 feet; thence departing said North boundary, S00°36'08"E a distance of 159.14 feet to a point being coincident with the West Boundary of a existing Nextel Lease Area; thence coincident with said West Boundary, S25°33'30"W a distance of 20 feet to a point being coincident with the South Boundary of said Nextel Lease Area; thence departing said West Boundary coincident with the South Boundary, S64°26'30"E a distance of 19.11 feet; thence departing said South Boundary, S 25°33'30"W a distance of 12.25 feet to the POINT OF BEGINNING; thence S64°26'30" E a distance of 13.00 feet; thence S25°33'30"W a distance of 6.00 feet; thence N64°26' 30"W a distance of 13.00 feet; thence N 25°33'30"E a distance of 6.00 feet to the POINT OF BEGINNING.

Containing an area of 78.00 square feet, 0.002 acres, more or less

EXHIBIT "D"

(5 page Site Plan)



at&t

PREPARED FOR:

Invision, Inc.
 2800 Highland Center Parkway
 Suite 300
 Oakland, Florida 32174

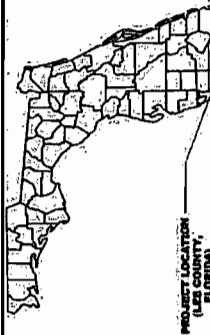
BELLA TERA

16101 ALICO ROAD
 FT. MYERS, FLORIDA 33913
 (LEE COUNTY)

FA#: 10133789

ANTENNA AND COAXIAL CABLE ADDITION ON
 220' GUYED TOWER

LOCAL MAP



PROJECT LOCATION
 (LEE COUNTY,
 FLORIDA)

VICINITY MAP



DRIVING DIRECTIONS

FROM I-75 TAKE EXIT CORCORAN RD. EAST; TURN LEFT ON/TO ALICO RD.; SITE WILL BE ON RIGHT SIDE OF THE ROAD.

SCOPE OF WORK

THE INSTALLATION OF ADDITIONAL ANTENNAS AND COAXIAL CABLES TO EXISTING 220' GUYED TOWER.

PROPERTY SUMMARY

PARCEL # 22-46-28-00-00001.0020
 LATITUDE 28 27 50.28" N (AS PROVIDED)
 LONGITUDE 81 52 14.00" W (AS PROVIDED)
 JURISDICTION LEE COUNTY

DESIGN CRITERIA

DESIGN WIND SPEED: 130 MPH (3-SECOND GUST)
 WIND EXPOSURE CATEGORY: B
 TOPOGRAPHIC CATEGORY: 0

CONTACTS

APPLICABLE
 AT&T GREENWOOD BLVD
 LAKE MARY, FL 32746
 PROPERTY OWNER CONTACT:
 LANDLORD:
 ADDRESS:
 CITY, STATE, ZIP:
 LEE COUNTY:
 PO BOX 398
 FT. MYERS, FL 33902

APPLICABLE CODES

THE CONTRACTOR WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) OVER THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.
 BUILDING CODE: FLORIDA BUILDING CODE (FBC); 2007 WITH 2009 AMENDMENTS.
 ELECTRICAL CODE: NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70, NATIONAL ELECTRICAL CODE, 2008 EDITION.
 MECHANICAL CODE: FBC; MECHANICAL CODE 2007.
 FIRE CODE: 2004 FLORIDA FIRE PREVENTION CODE; LIGHTNING PROTECTION CODE (NFPA) 780 EDITION; 2000.
 THE CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS: AMERICAN CONCRETE INSTITUTE (ACI) 318; BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE; AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) MANUAL OF STEEL CONSTRUCTION, LRD 11.30; EDITION; TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-C; STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES; TIA 807; COMMERCIAL BUILDING GROUPING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS.
 INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY; GROUND IMPEDANCE AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM; IEEE 1100 (1996) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT.
 IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY 1, 2, AND HIGH SYSTEM EXPOSURE).
 TELCORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS; TELCORDIA GR-1503, COAXIAL CABLE CONNECTIONS; ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM ENVIRONMENTAL PROTECTION.

INDEX OF DRAWINGS

REV. NO.	DESCRIPTION	REV. INC.
JT1	TITLE SHEET	0
C1	NOTES	0
C2	COMPOUND DETAIL	0
C3	TOWER ELEVATION	0
C4	DETAILS	0
C5	COAX CABLE PORT DIAGRAM DETAIL	0

APPROVALS

PROPERTY OWNER
 RF ENGINEER
 CONSTRUCTION
 CONSTRUCTION
 SITE ACQUISITION
 ZONING
 NETWORK
 OPERATIONS
 CONTRACTOR

REV.	DATE	DESCRIPTION
A	08/27/11	PROVISIONAL DRAWINGS
B	07/20/11	REVISED DRAWINGS
C	07/20/11	REVISED DRAWINGS
D	08/15/11	FINAL PLANS ISSUED

PROJECT NO. 11027403
 DRAFTER: M. BIRDS
 PROJECT MANAGER: M. BIRDS
 CHECKED BY: J.A. FERRARI
 THIS DRAWING IS COPYRIGHTED AND IS THE PROPERTY OF AT&T INTELLECTUAL PROPERTY. NO PART OF THIS DRAWING OR ANY INFORMATION CONTAINED HEREIN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF AT&T INTELLECTUAL PROPERTY.

CALITROP Telecom
 815 WEST PALM BEACH
 SUITE 100
 FT. PALM, FL 33427
 CONTRACTOR OF AUTHORIZATION 2674

at&t
 LOS ANGELES, CALIF.
 LEASING DEPARTMENT
 1300 W. PALM BLVD.
 SUITE 1000
 FT. PALM, FL 33427

JAMES TENNELL
 PROFESSIONAL ENGINEER
 LICENSE NO. 163908
 STATE OF FLORIDA
 JAMES TENNELL
 10133789
 DATE OF SIGNATURE: 06/17/11

BELLA TERA
 FA#: 10133789
 16101 ALICO ROAD
 FT. MYERS, FLORIDA 33913
 SHEET NAME
 TITLE SHEET
 SHEET NUMBER
 T1

REV	DATE	DESCRIPTION
A	07/27/71	PRELIMINARY DRAWINGS
B	07/29/71	REVISED DRAWINGS
C	07/29/71	REVISED DRAWINGS
D	07/29/71	REVISED DRAWINGS
E	07/29/71	FINAL PLANS ISSUED
F		
G		
H		
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DESIGNED BY:	D. REVELL
CHECKED BY:	J. PINNELL
PROJECT MANAGER:	M. BIRNIE
DATE:	11/07/70

THIS DRAWING IS CONSIDERED AS A PRELIMINARY DRAWING AND IS PRODUCED ONLY FOR USE BY THE CONTRACTOR. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

Caltrop Telecom

800 450-4500
 1000 WEST 10TH AVENUE
 DENVER, CO 80202
 CONTRACTOR OF TELECOMMUNICATIONS

at&t

1000 WEST 10TH AVENUE
 DENVER, CO 80202

ANNE E. FERRIS, P.E.
 LICENSED PROFESSIONAL ENGINEER
 No. 65808
 STATE OF COLORADO

DATE OF REVIEW: 09/17/71

BELLA TERA
 FA#: 10133789

1000 WEST 10TH AVENUE
 DENVER, CO 80202

SHEET NAME: _____

NOTES

SHEET NUMBER: C-1

1. THE APPROPRIATE UTILITY LOCATING SERVICES SHALL BE CONTACTED PRIOR TO THE START OF CONSTRUCTION IN ORDER TO VERIFY THE EXACT LOCATION OF ALL EXISTING UNDERGROUND UTILITIES.
2. THE INSTALLATION OF NEW UTILITIES SHALL BE COORDINATED WITH LOCAL AUTHORITIES.
3. ALL EXISTING ABOVE GROUND WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHETHER ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES. THESE SERVICES FOR THE PROTECTION OF SUCH UTILITIES SHALL BE LOCATED AND IDENTIFIED AS INDICATED ON THE CONSTRUCTION DRAWINGS. EXTREME CAUTION SHALL BE USED WHEN EXCAVATING OR DRILLING PITS AROUND OR NEAR UTILITIES.
4. RUBBISH, STUMPS, DEBRIS, STICKS AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
5. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES THAT INTERFERE WITH THE EXECUTION OF THE WORK SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS THAT WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF THE LANDLORD AND/OR LOCAL UTILITIES.
6. DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION SHALL BE MINIMIZED.
7. ANY AREAS OF THE CONSTRUCTION SITE DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY SHALL BE GRADED TO A UNIFORM SLOPE. SUCH GRADING SHALL CAUSE SURFACE WATER TO FLOW AWAY FROM ANY EQUIPMENT SHELTER AND TOWER AREAS AND THE SOIL SHALL BE STABILIZED TO PREVENT EROSION. EROSION CONTROL MEASURES IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL CODES FOR EROSION AND SEDIMENT CONTROL.
8. THE SUB-GRADE SHALL BE COMPACTED AND BROUGHT TO A UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
9. BACKFILL SHALL CONSIST OF CLEAN SAND FILL APPROVED FOR USE BY THE ENGINEER. NO UNAPPROVED MATERIAL WILL BE ALLOWED. CLEAN SAND FILL SHALL BE FREE OF ALL ROOTS, Boulders, OR OTHER DELETERIOUS MATERIAL.
10. THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO EQUAL TO OR BETTER CONDITION THAN ORIGINAL.
11. SITE SERVICE SHALL BE PROVIDED IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS FOR SUCH SERVICE AS MAY BE CONTAINED IN THESE DRAWINGS.

SITE WORK NOTES

1. MATERIAL:
 - A. ALL STRUCTURAL STEEL WORK SHALL CONFORM TO THE LATEST EDITION OF THE AISC STEEL CONSTRUCTION MANUAL.
 - B. ALL STRUCTURAL STEEL W/ BEAMS SHALL BE ASTM A992 AND "HOT DIPPED" GALVANIZED IN ACCORDANCE WITH ASTM A123 AND ASTM A153 STANDARDS.
 - C. ALL STRUCTURAL PLATES, ANGLES, AND CHANNELS SHALL BE ASTM A36 AND "HOT DIPPED" GALVANIZED IN ACCORDANCE WITH ASTM A123 AND ASTM A153 STANDARDS.
 - D. ALL MEMBERS SHALL BE ASTM A500 GRADE B (F_y=48ksi) AND "HOT DIPPED" GALVANIZED IN ACCORDANCE WITH ASTM A123 AND ASTM A153 STANDARDS.
 - E. ALL STRUCTURAL PIPE MEMBERS SHALL BE ASTM A500 GRADE B (F_y=48ksi) AND "HOT DIPPED" GALVANIZED IN ACCORDANCE WITH ASTM A123 AND ASTM A153 STANDARDS.
 - F. ALL NON-STRUCTURAL PIPE MEMBERS SHALL BE ASTM A33 GRADE B, AND "HOT DIPPED" GALVANIZED IN ACCORDANCE WITH ASTM A123 AND ASTM A153 STANDARDS.
2. DESIGN, FABRICATION, AND CONSTRUCTION OF ALL CONNECTIONS SHALL CONFORM TO AISC STEEL CONSTRUCTION MANUAL.
3. WELDING:
 - A. ALL WELDS, WELDERS, AND WELD INSPECTIONS SHALL CONFORM TO THE REQUIREMENTS OF AWS D 1.1, LATEST EDITION.
 - B. ALL WELDS SHALL BE MADE WITH E70XX LOW HYDROGEN ELECTRODES.
 - C. ALL STEEL SHALL BE SPRAY GALVANIZED AFTER WELDING.
4. ALL BOLTS SHALL BE GALVANIZED 1/2" DIAMETER, A325-N, UNLESS NOTED OTHERWISE AND TIGHTENED TO A "SNUG TIGHT" CONDITION AS DEFINED BY AISC. SECURE NUT WITH LOCKING WASHER.
5. ANCHOR BOLTS SHALL CONFORM TO ASTM A307, UNLESS NOTED OTHERWISE.
6. THE CONTRACTOR/STEEL FABRICATOR SHALL LOCATE ANY REINFORCEMENT IN THE STRUCTURAL MEMBERS IN SUCH A MANNER SO THAT THERE WILL NOT BE CONTACT WITH THE REINFORCEMENT WHEN INSTALLING ANCHORS. THE ANCHORS SHALL BE INSTALLED PER THE MANUFACTURER'S INSTRUCTION.
7. THE CONTRACTOR/STEEL FABRICATOR SHALL CONFORM TO THE MINIMUM EDGE DISTANCE REQUIREMENTS IN ACCORDANCE WITH THE AISC MANUAL OF STEEL CONSTRUCTION.
8. ALL STRUCTURAL STEEL SHALL BE FABRICATED TO FIT AT BOLTED CONNECTIONS WITHIN 1/4" INCH TOLERANCE. STRUCTURAL STEEL SHALL NOT BE FLAME CUT UNDER ANY CIRCUMSTANCES WITHOUT APPROVAL OF THE ENGINEER.
9. THE CONTRACTOR/STEEL FABRICATOR SHALL CAP OR SEAL ALL PIPES AS REQUIRED TO PREVENT RAINWATER INTRUSION.
10. THE CONTRACTOR/STEEL FABRICATOR SHALL SUBMIT SHOP DRAWINGS FOR REVIEW PRIOR TO ANY STEEL FABRICATION. AT THE CONTRACTOR'S OPTION, FIELD SPICES MAY BE USED FOR Erection PURPOSES. IF FIELD SPICES ARE USED, THE SHOP DRAWINGS SHALL INCLUDE ALL DETAILS FOR THE PROPOSED FIELD SPICES.
11. AT THE CONTRACTOR'S OPTION, SHOP WELDS MAY BE USED INSTEAD OF FIELD WELDS.
12. SUBMIT ORIGINAL SHOP DRAWINGS, INCLUDING COMPLETE DETAILS, SCHEDULES OF FABRICATION AND ASSEMBLY, PROCEDURES AND DIAGRAMS, INCLUDE DETAILS OF CUTS, CONNECTIONS, CAMBER, HOLE, AND OTHER PERTINENT DATA, INDICATE WELDS BY STANDARD AWS A2.1 AND A2.4 SYMBOLS, AND SHOW SIZE, LENGTH, AND TYPE OF WELD. PROVIDE SETTING DRAWINGS, TEMPLATES, AND DIRECTIONS FOR INSTALLATION OF ANCHOR BOLTS AND OTHER ANCHORS TO BE INSTALLED AS WORK OF OTHER SECTIONS.

STRUCTURAL STEEL NOTES

1. FOR THE PURPOSES OF THESE CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
 - OWNER - CALTROP TELECOM (CONSTRUCTION)
 - CONTRACTOR - GENERAL CONTRACTOR (CONSTRUCTION)
2. PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR SHALL VISIT THE JOB SITE IN ORDER TO: (1) VERIFY ALL EXISTING CONDITIONS; (2) CONFIRM WHETHER ALL DIMENSIONS ARE AS SHOWN ON THE PLANS AND (3) CONFIRM WHETHER THE WORK MAY BE ACCOMPLISHED AS SHOWN. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER.
3. A 20-FOOT HORIZONTAL CLEARANCE DISTANCE SHALL BE MAINTAINED FROM ALL EXISTING POWER LINES.
4. THE CONTRACTOR'S USE OF A CONSTRUCTION STAGING AREA SHALL BE COORDINATED WITH THE OWNER WELL IN ADVANCE OF THE CONSTRUCTION START DATE.
5. LABOR, MATERIAL, TOOLS, EQUIPMENT, TRANSPORTATION AND TEMPORARY POWER SERVICES NECESSARY FOR AND INCIDENTAL TO COMPLETION OF ALL WORK SHALL BE PROVIDED AS INDICATED ON THE DRAWINGS AND/OR AS SPECIFIED HEREIN. LABOR AND MATERIALS SHALL BE FURNISHED AS REQUIRED FOR COMPLETE SYSTEMS, INCLUDING ALL ELEMENTS, OBVIOUSLY OR REASONABLY INCIDENTAL TO A COMPLETE INSTALLATION, WHETHER OR NOT SPECIFICALLY INDICATED ON THE PLANS.
6. FOR TASKS REQUIRED TO BE PERFORMED BUT NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL NOT START WORK ON SUCH TASKS WITHOUT HAVING RECEIVED WRITTEN AUTHORIZATION FROM THE CONSTRUCTION MANAGER TO PROCEED.
7. THE DRAWINGS ARE DIAGRAMATIC AND INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS AND EQUIPMENT UNLESS OTHERWISE INDICATED BY DIMENSIONS OR DETAILS. EXACT EQUIPMENT LOCATIONS MAY BE MODIFIED AS REQUIRED BY ACTUAL FIELD CONDITIONS. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE ENGINEER AND THE CONSTRUCTION MANAGER.
8. THE CONTRACTOR SHALL OBTAIN, PAY FOR AND DELIVER ALL REQUIRED PERMITS, CERTIFICATES OF INSPECTION, INCLUDING UTILITY CONNECTION FEES, ETC., REQUIRED BY THE AUTHORITIES, HAVING JURISDICTION AND SHALL DELIVER SUCH DOCUMENTS TO THE OWNER PRIOR TO FINAL ACCEPTANCE OF THE WORK.
9. THE CONTRACTOR'S OPERATIONS SHALL BE CONFINED TO AREAS OF NEW CONSTRUCTION.
10. ALL NECESSARY PROVISIONS SHALL BE MADE TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, GALVANIZED SURFACES, ETC., AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO SAME RESULTING FROM THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE UPON COMPLETION OF ALL WORK TO THE SATISFACTION OF THE CONSTRUCTION MANAGER.
11. THE FOLLOWING CLEANUP TASKS SHALL BE PERFORMED AS FOLLOWS: (1) ON A DAILY BASIS, KEEP THE GENERAL AREA CLEAN AND HAZARD FREE, REMOVING ALL WASTE, DEBRIS AND TRASH FROM THE SITE AND DISPOSING OF SAME IN A MANNER AND LOCATION, LEAVE THE PREMISES IN A CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.
12. ALL EQUIPMENT AND MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE RESPECTIVE MANUFACTURER'S RECOMMENDATIONS EXCEPT WHERE IT IS SPECIFICALLY INDICATED OTHERWISE IN THE CONTRACT DOCUMENTS OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
13. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY HAVING JURISDICTION OVER THE PERFORMANCE OF THE WORK, INCLUDING ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES, ORDINANCES AND APPLICABLE REGULATIONS AND UTILITY COMPANY SPECIFICATIONS AS WELL AS LOCAL AND STATE CODES, ORDINANCES AND APPLICABLE REGULATIONS.
14. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AT ALL TIMES, USING THE BEST SKILLS AND ATTENTION. HE SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND SCHEDULES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COORDINATION WITH THE CONSTRUCTION MANAGER AND WITH THE OWNER'S AUTHORIZED REPRESENTATIVE.
15. WITHIN TEN (10) WORKING DAYS AFTER PROJECT COMPLETION, THE CONTRACTOR SHALL PROVIDE A COMPLETE SET OF AS-BUILT DRAWINGS, SWEEP TEST, CLAMBER TESTS, LIFT RELEASES, AND OTHER CLOSEOUT DOCUMENTATION AS REQUIRED BY THE OWNER. ALL SYSTEMS SHALL BE COMPLETELY ASSEMBLED, TESTED, ADJUSTED, AND DEMONSTRATED TO BE READY FOR OPERATION PRIOR TO THE OWNER'S ACCEPTANCE.

GENERAL NOTES

REV	DATE	DESCRIPTION
A	08/17/11	PRELIMINARY DRAWINGS
B	07/20/11	ISSUED DRAWING
C	07/20/11	ISSUED DRAWING
D	08/19/11	FINAL PLANS ISSUED

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CALTRIP Telecom

SEBS MEMBER FIRM ONLY
TAMPA, FL, USA

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at&t

11100 CRENSHAW BLVD
LAKE HAVEN, FLORIDA 33746

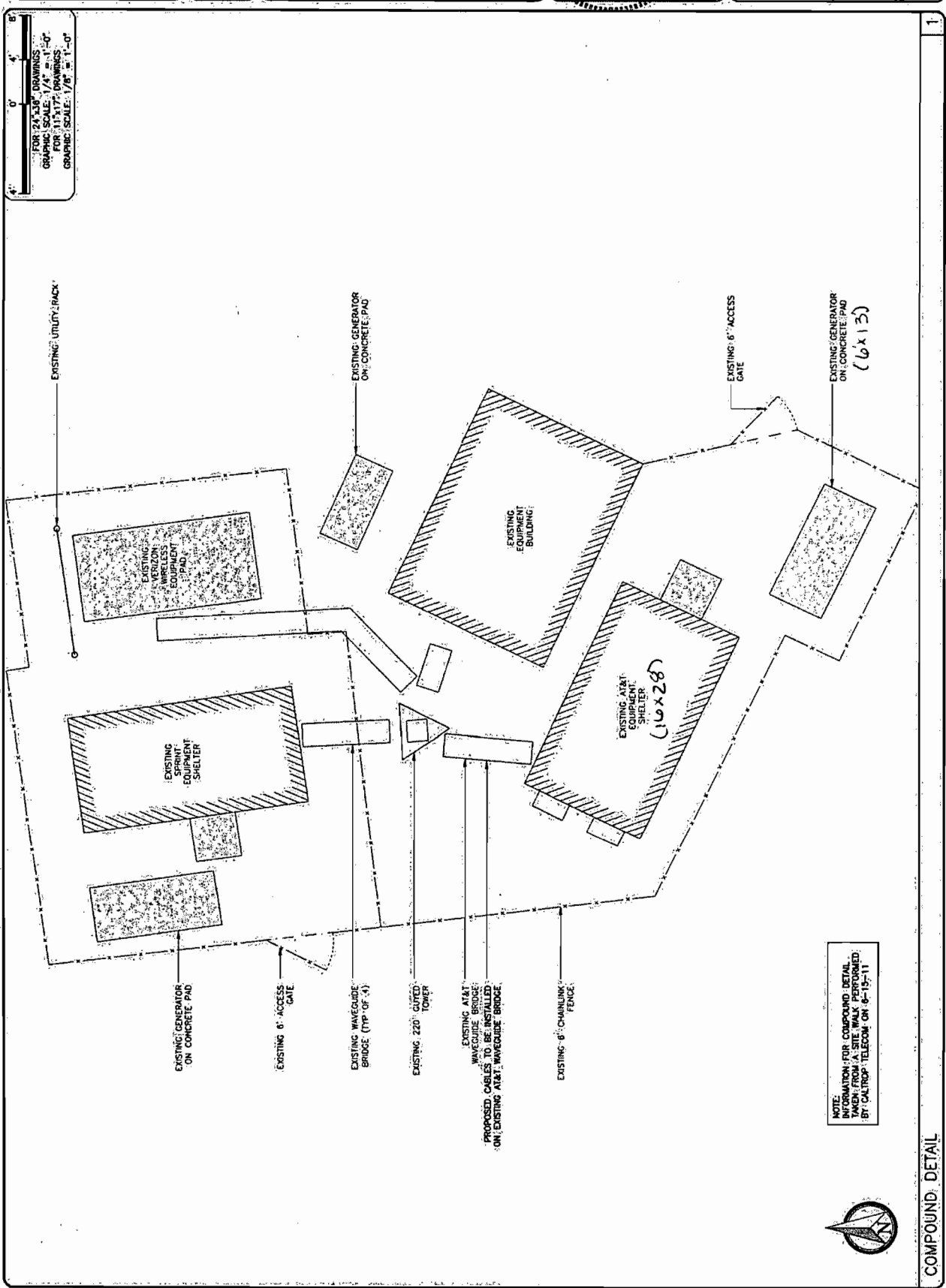
JAMES T. FENNEL
LICENSED PROFESSIONAL ENGINEER
STATE OF FLORIDA
NO. 68696
FL. LIC. # 68696

DATE OF SIGNATURE: 08/17/11

BELLA TERA
FA#: 10133789
PT. HARBOR ROAD
MILBURN COUNTY

SHEET NAME
COMPOUND DETAIL

SHEET NUMBER
C2



FOR 24" X 36" DRAWINGS
GRAPHIC SCALE: 1/4" = 1'-0"
FOR 11" X 17" DRAWINGS
GRAPHIC SCALE: 1/8" = 1'-0"

NOTE:
INFORMATION FOR COMPOUND DETAIL
TAKEN FROM A SITE WALK PERFORMED
BY CALTRIP TELECOM ON 8-15-11



COMPOUND DETAIL

REV.	DATE	DESCRIPTION
A	04/27/01	PRELIMINARY DRAWING
B	07/26/01	REVISED DRAWING
C	07/26/01	REVISED DRAWING
D	07/26/01	FINAL PLANS ISSUED
E		
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Z		

THIS DRAWING IS COPYRIGHTED AND IS THE PROPERTY OF AT&T. IT IS PRODUCED SOLELY FOR USE BY THE CONTRACTOR FOR THE PROJECT AND NO REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS TO BE MADE WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

Caltrop Telecom

8175 N. WOOD BUSH PKWY
TAMPA, FL 33637
CORPORATE OFFICE: 813.973.7974

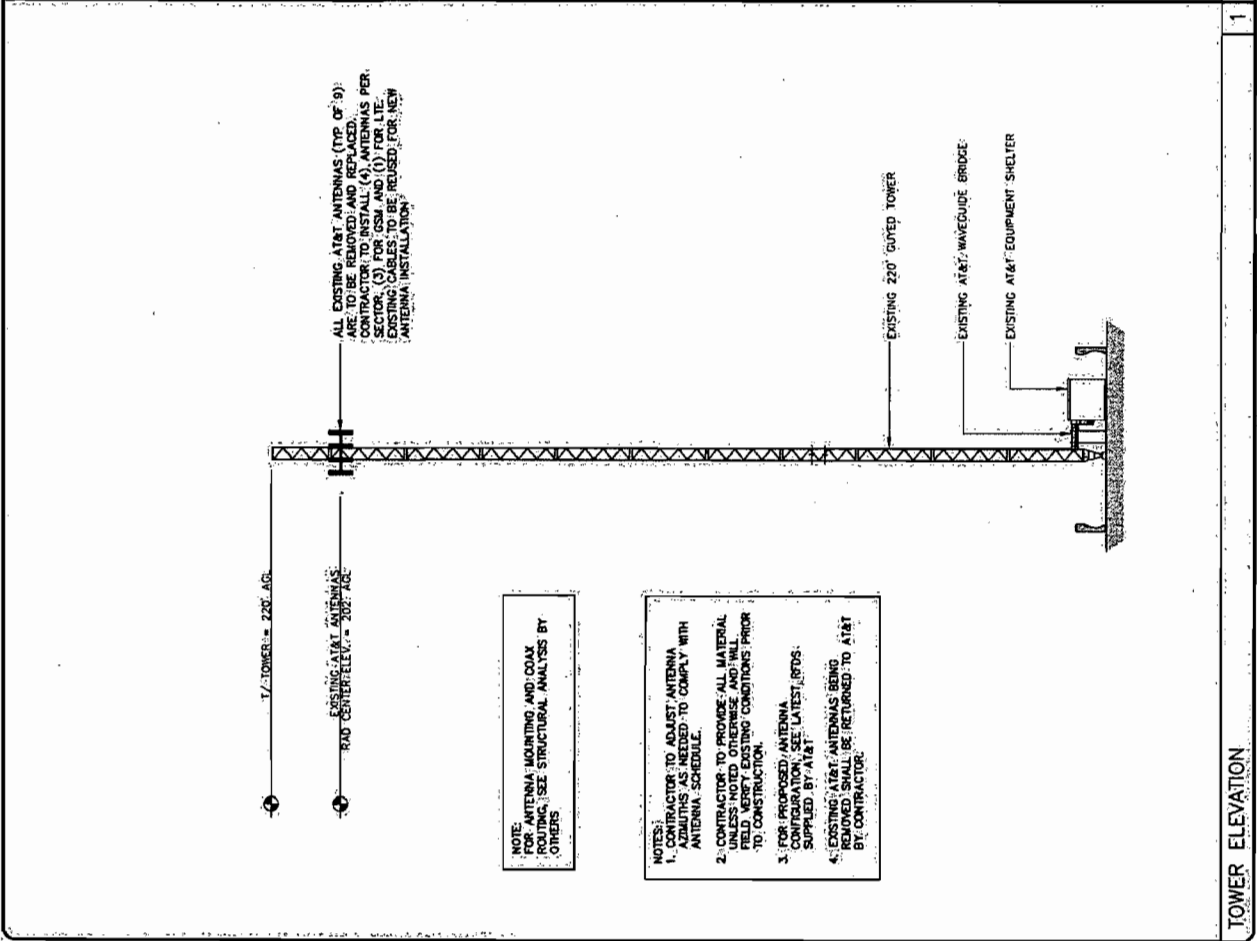
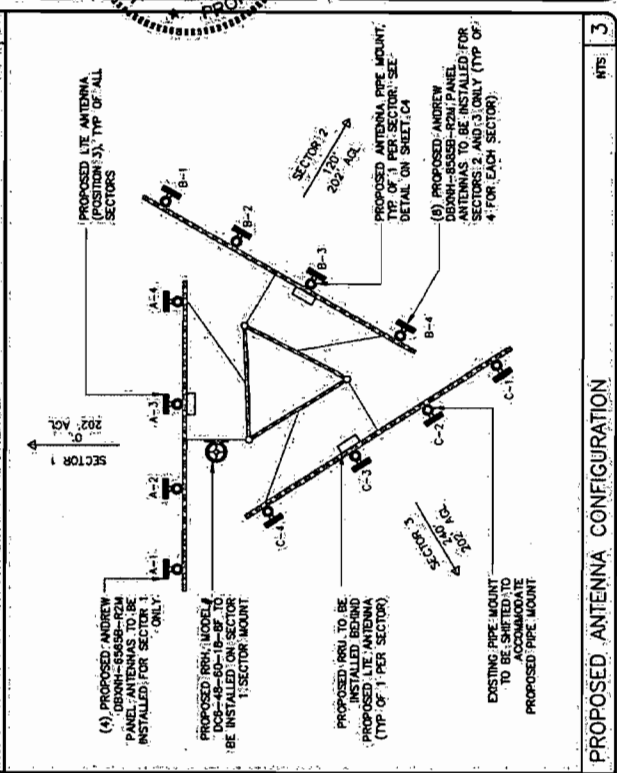
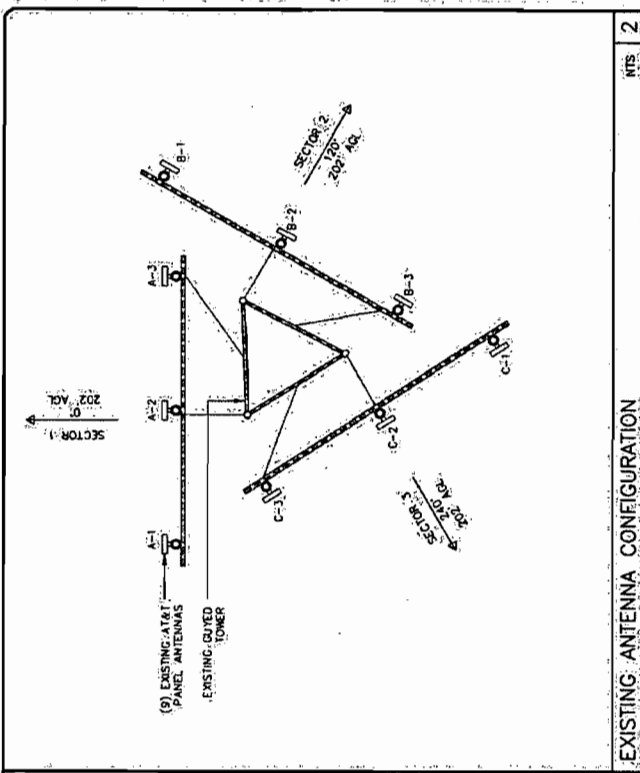
at&t

10100 BOULEVARD S.W.
LAKE WORTH, FLORIDA 33746

JAMES FENNELLO
LICENSED PROFESSIONAL ENGINEER
STATE OF FLORIDA
No. 68088
DATE OF SIGNATURE: 09/17/01

BELLA TERA
FA#: 10133789
11100 4TH AVENUE S.W.
LAKE COUNTY, FL 32053

SHEET NAME: TOWER ELEVATION
SHEET NUMBER: C-3



NOTE:
FOR ANTENNA MOUNTING AND COAX CABLES, SEE STRUCTURAL ANALYSIS BY OTHERS.

- NOTES:
- CONTRACTOR TO ADJUST ANTENNA MOUNTING AS NEEDED TO COMPLY WITH ANTENNA SCHEDULE.
 - CONTRACTOR TO PROVIDE ALL MATERIAL NEEDED FOR INSTALLATION PRIOR TO CONSTRUCTION.
 - FOR PROPOSED ANTENNA MOUNTING, SEE LATEST RFD'S SUPPLIED BY AT&T.
 - EXISTING AT&T ANTENNAS BEING REMOVED SHALL BE RETURNED TO AT&T BY CONTRACTOR.

TOWER ELEVATION 1

PROPOSED ANTENNA CONFIGURATION 3

EXISTING ANTENNA CONFIGURATION 2

REV.	DATE	DESCRIPTION
A.	06/17/11	PRELIMINARY DRAWINGS
B.	07/09/11	REVISED DRAWINGS
C.	07/09/11	REVISED DRAWINGS
D.	06/15/11	FINAL PLANS ISSUED
E.		
F.		
G.		
H.		
I.		

PROJECT NO.: 1104743
 D. BEVOLS
 PROJECT MANAGER: M. BARRIS
 CHECKED BY: J. FENNEL
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1875 NEADA ROAD, SUITE 100
 LITTLE ROCK, AR 72207
 (501) 223-2100
 CORPORATION OF MISSISSIPPI 2014

LITTLE ROCK, AR 72207
 (501) 223-2100
 CORPORATION OF MISSISSIPPI 2014

BELLA TERA FA#: 10133789 FT. WORTH, TEXAS 76103 (LEE COUNTY)
SHEET NAME: DETAILS
SHEET NUMBER: C4

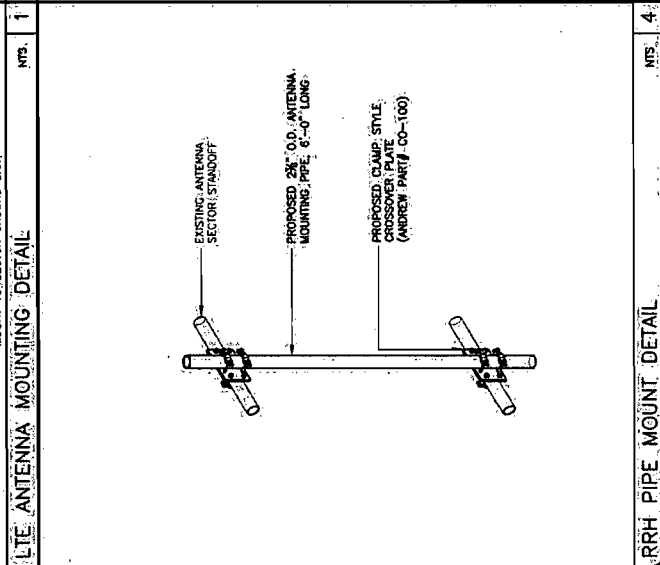
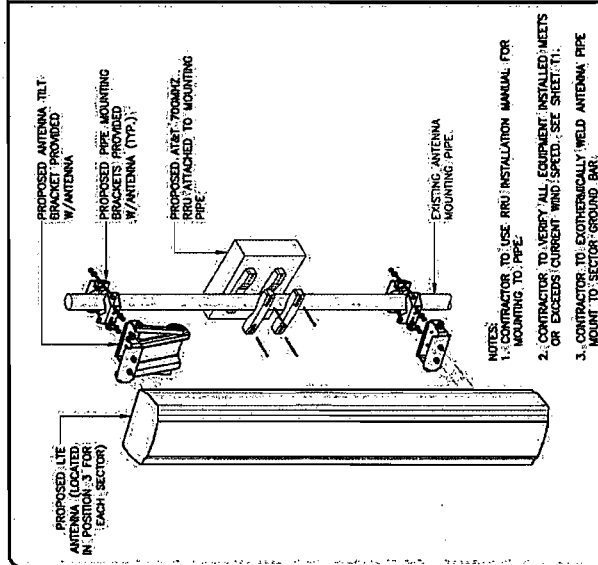
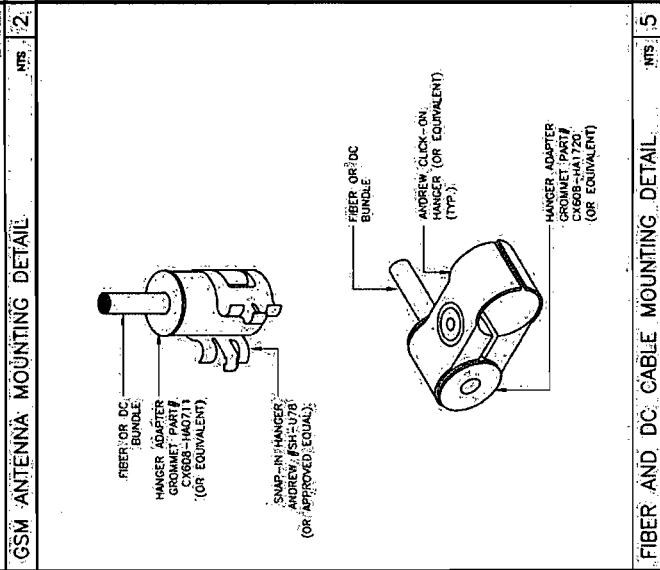
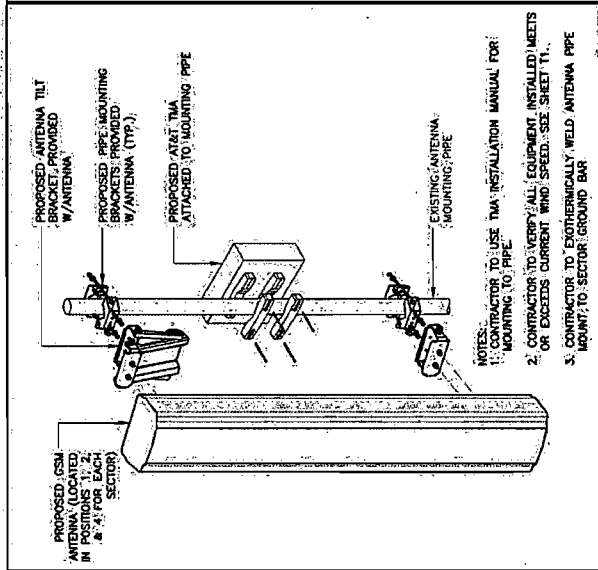
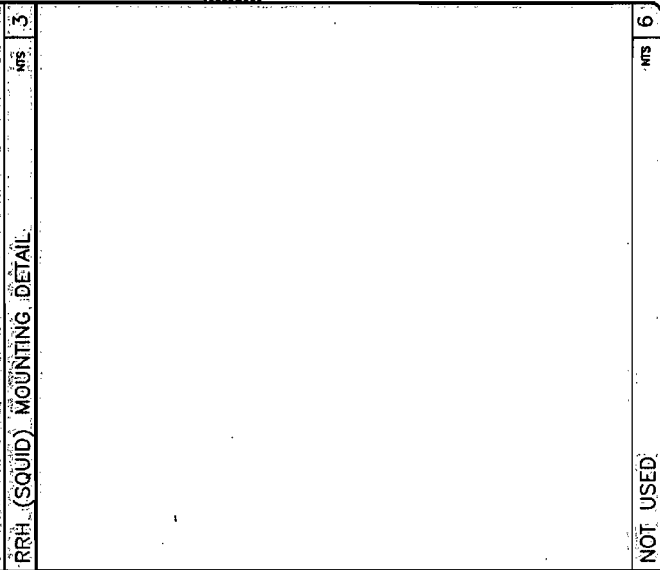
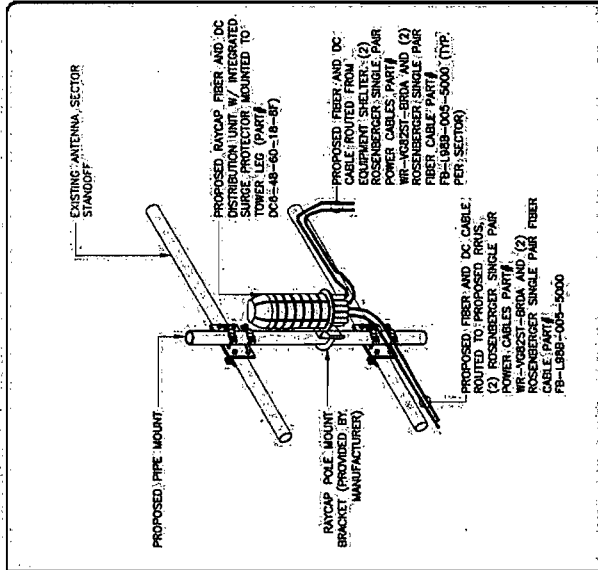


EXHIBIT "E"

EQUIPMENT LIST

1. Licensee Equipment

- a. (4) DBXNH-6565B-R2M antennas
- b. (8) DBXNH-8585-R2M antennas
- c. (18) Coaxial cables
- d. (9) E15Z01P13 amplifiers
- e. (1) DC6-48-18-8F Surge Suppression Unit
- f. (3) RRUS11 RRUs
- g. (3) RET cables
- h. (1) Power cable
- i. (1) Fiber cable

2. Licensee Cabinets

One Prefabricated Equipment Shelter within the 16' x 28' equipment area

3. Licensee Generator

One generator within a 6' x 13' generator area

EXHIBIT "F"

(Original License Agreement)

LEE COUNTY ALICO TOWER
ANTENNA SITE LICENSE AGREEMENT

THIS ANTENNA SITE LICENSE AGREEMENT (this "Agreement") is entered into this 15th day of December, 2009, between LEE COUNTY, FLORIDA, a political subdivision and charter county of the State of Florida ("County"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, whose address is 12555 Cingular Way, Alpharetta, Georgia 30004 ("Licensee").

RECITALS:

WHEREAS, the County owns a telecommunications tower located in Lee County, Florida (the "Alico Tower"), having an address of 16101 Alico Road, Fort Myers, Florida, and more particularly described in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, the Alico Tower is on land owned in fee simple by the County (the "Property"), more particularly shown on Exhibit "A"; and

WHEREAS, Licensee desires to obtain a license from County to use a portion of the Property and space on the Tower (the "Alico Tower Space") together with all access and utility easements (collectively, the "Licensed Property"). Said Licensed Property is more particularly shown on Exhibit "B", attached hereto and by reference made a part hereof; and

WHEREAS, Licensee understands that in using the Licensed Property it may not do so

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December 7, 2009~~

in any way that materially interferes with the ability of the County to lease or grant a license to use the Alico Tower for the same uses to other operators of communication equipment on space not licensed to Licensee, or which interferes with County's use of its property, and that this understanding shall control the interpretation and application of this entire Agreement; and

NOW THEREFORE, in consideration of the foregoing, the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned parties acknowledge and agree as follows:

1. RECITALS: The above representations are true and correct and are incorporated herein as a binding part of this Agreement.

2. LICENSED PROPERTY: County hereby grants a nonexclusive license to Licensee, and Licensee hereby accepts this license from County, for the Licensed Property, consisting of tower space at a height of 200 feet above ground level; approximately 526 square feet of space on County's property for the placement of Licensee's equipment shelter; and a portion of County's property for parking, pedestrian and vehicular access to and from the Licensed Property as may be required to construct, install, operate, maintain and repair antennas and associated equipment for its communications system (collectively, "Communication Facility"), together with the right to install utility lines over, under and across said portion of the Property, for the purposes of providing and maintaining necessary utilities to the Alico Tower Space, as depicted and described in Exhibit "B", attached hereto.

Rights provided by this Agreement are not exclusive, and the County reserves the right to license any portion of its property and the Alico Tower not licensed to Licensee under this Agreement to others, for any use or purpose that does not interfere with the Licensee's rights

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as forth herein. It is expressly understood that all rights granted under this Agreement are revocable, but only as set forth under the terms of this Agreement.

A) Tower Space: County hereby licenses to Licensee space on the Alico Tower as depicted and described in Exhibit "B" to enable Licensee to erect, maintain and operate a maximum of twelve (12) antennas as part of its Communication Facility and for no other purpose. The exact location on the Alico Tower and Licensee's plans and specifications must be approved by the County in advance of any installation in order to avoid interference with any of the County's equipment, cables, lines, or antennas or any other property which the County may wish to reserve for future use, as may be applicable. County approvals shall not be unreasonably delayed or withheld.

County agrees (subject to the limitations set forth herein) that Licensee may attach at its sole cost, any necessary transmission lines, cables, antennas, fixtures, and other associated equipment to make said antennas operational. Licensee will provide all mounting hardware necessary for its installation.

B) Access: County agrees that Licensee shall have the right to nonexclusive access to the Licensed Property 24 hours a day, 7 days a week, 365 days a year as may be required to construct, install, operate, maintain and repair equipment, provided that said access does not interfere with County's access, create a safety hazard, or materially interfere with access to the Alico Tower by others granted permission to use the Alico Tower. County grants to Licensee, and its agents, employees, contractors, guests and invitees a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Property as depicted and described in Exhibit "B", attached and incorporated by reference.

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County shall maintain all access roadways from the nearest public roadway to the Licensed Property in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. County shall be responsible for maintaining and repairing such roadways, as its sole expense, except for any damages caused by Licensee's use of such roadways.

C) Utility Service: Licensee shall be solely responsible for, and shall promptly pay all charges for utilities serving the Licensed Property and for the cost of the installation, maintenance, and repair of all utility meters associated with such utility service. Licensee shall have an electric meter installed on County property and shall have the right to run necessary utility lines and other electrical equipment as may be necessary from the utility source to its equipment shelter and the Alico Tower Space. County shall cooperate with Licensee in its efforts to obtain utilities from any location provided by the County or the servicing utility.

D) Upgrades: Notwithstanding anything to the contrary, Licensee may upgrade its installation without the consent of the County. For the purpose of this paragraph, "Upgrade" means making improvements or enhancements to the installation that would not affect the structural integrity or windloading of the Alico Tower; not increase the amount of licensed space on the ground or on the Alico Tower; would have a de minimis effect to the aesthetics; and would not otherwise require a permit.

E) Additional Conditions of Use: Licensee expressly agrees to comply with the following conditions:

- i) Between the hours of 6:00 pm and 7:30 am no excessive noise shall be

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allowed during the installation or maintenance of Licensee's antennas and related equipment.

ii) The antennas and all other visible related equipment shall be painted and maintained to match the Alico Tower colors, as determined by County.

3. TERM: The initial term of this License shall be for five (5) years commencing on the date both parties execute this License Agreement (the "Commencement Date"), and shall be automatically extended for four (4), five (5) year renewal terms, unless Licensee notifies County of its intention not to renew at least thirty (30) days prior to the commencement of the succeeding renewal term.

4. PERMITTED USE: The Licensed Property may be used by Licensee for the purpose of the construction, installation, operation, maintenance, repair, removal, replacement or upgrade of Licensee's communication equipment and related facilities, including, but not limited to, transmission lines, cables, receivers, radio transmitting and receiving antennas, back-up power generator, microwave dishes, air-conditioned equipment shelters and/or cabinets and related activities.

All equipment, antenna support structures and trade fixtures placed on the Licensed Property by Licensee are and shall remain the property of Licensee and shall not be deemed fixtures. Licensee has the right to remove all Licensee equipment at its sole expense on or before the expiration or earlier termination of this License Agreement, provided that Licensee shall repair any damage to the Licensed Property caused by such removal. In the event that any modifications are needed to the Alico Tower to accommodate Licensee's equipment, Licensee shall bear all costs associated therewith. Licensee shall submit plans and

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specifications to County for written approval prior to commencement of any modification, which approval shall not be unreasonably delayed, withheld or conditioned.

County and Licensee agree that in the event the Alico Tower is no longer needed for use as a tower, County shall allow Licensee together with such other Licensees as may be using the tower, to maintain the Alico Tower as an existing structure to the conclusion of any then current term of this Agreement, and Licensee shall have the right to remain on the Alico Tower for the purposes contemplated in this Agreement for the remainder of said term.

Licensee shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this License Agreement. Licensee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. County acknowledges that it shall not interfere with any aspects of construction, including, without limitation, attempting to direct construction personnel as to the location of, or method of installation of the Communication Facility.

Licensee, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

5. LICENSE FEE: Within the earlier of (a) one hundred and twenty (120) days of the Commencement Date or (b) fifteen (15) days of the start of construction, and on or before the fifth day of each month thereafter, Licensee shall pay to County a license fee of Two Thousand Dollars (\$2,000.00) per month ("License Fee"), until increased as set forth herein, partial months to be prorated in advance. The License Fee payable hereunder shall be increased by four percent (4%) commencing with the first anniversary of the Commencement Date and thereafter on each and every anniversary of the Commencement Date during the

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Initial Term and Each Renewal Term thereafter. License Fee will be payable monthly in advance by the fifth day of each month to County's address specified in Section 12 below. If this License is terminated at a time other than on the last day of a month, License Fee shall be prorated as of the date of termination for any reason (other than a default by Licensee) and all prepaid License Fee shall be immediately refunded to Licensee.

6. INTERFERENCE: Licensee shall not use the Licensed Property in any way which interferes with the use of the Alico Tower or the Property by County or lessees or licensees of County, with rights in the Property prior in time to Licensee's (subject to Licensee's rights under this License Agreement, including, without limitation, non-interference).

Similarly, County shall not use, nor shall County permit its lessees, licenses, employees, invitees or agents to use, any portion of the Alico Tower or the Property in any way which interferes with the operations of Licensee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference within twenty-four (24) hours after receipt of notice of interference from the other party. In the event any such interference does not cease promptly, within the aforementioned cure period then the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to elect to enjoin such interference or to terminate this License Agreement immediately upon written notice.

7. TERMINATION AND CONDITION ON SURRENDER:

A) Licensee may terminate this License Agreement at any time by notice to County without further liability if Licensee does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third

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December 7, 2009

party to operate the Communication Facilities, or if any such approval is canceled, expires or is withdrawn or terminated, or if County fails to have proper ownership of the Licensed Property or authority to enter into this License Agreement, or if Licensee for any other reason, in its sole discretion, determines that it will be unable to use the Licensed Property. Upon termination, all prepaid License Fees will be retained by County unless such termination is due to County's failure of proper ownership or authority, or such termination is a result of County's default and neither party will have any further liability to the other except Licensee's responsibility of removing all of the Communication Facility from the Alico Tower Space and Licensed Property per Section 7. (B) and any terms or conditions of this License Agreement that survive the termination of this License Agreement.

B) The Licensee Equipment shall remain personal to and the property of Licensee. At the termination or expiration of this Agreement, Licensee shall remove its Licensee Equipment within ninety (90) days of such termination or expiration, at no cost to the County. Licensee shall repair any damage caused by such removal, and shall otherwise surrender the Licensed Premises at the expiration of the term and any applicable renewal terms, as same may have been extended, or earlier termination thereof, in good condition ordinary wear and tear, damage by fire and other casualty excepted. In the event that Licensee fails to remove Licensee's Equipment or other property from the Premises within ninety (90) days of expiration or termination of this Agreement, County may remove and store Licensee's equipment at Licensee's sole cost and expense.

8. DEFAULT AND RIGHT TO CURE:

A) Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the

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obligation to terminate this License Agreement on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this License Agreement and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting party.

B) If there occurs an Event of Default by Licensee, County shall not have the right, prior to the termination of this Agreement, to remove Licensee's Equipment from the Premises and/or remove persons or property from the Premises. However, County shall have the absolute right to unrestricted access to the full use of all County property and equipment and may take all reasonable actions necessary to protect said property.

9. TAXES: County shall pay when due any real property taxes for the Property, including the Licensed Property. In the event the County refuses or fails to pay any such real property taxes or other fees and assessments, County will immediately notify the Licensee, and Licensee shall have the right, but not the obligation, to pay such owed amounts and deduct them from License Fee amounts due under this License Agreement. Notwithstanding the foregoing, Licensee shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of Licensee's Communication Facility, only for so long as this License Agreement has not expired of its own terms or is not terminated by either party. County hereby grants to Licensee the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of County and/or Licensee, any personal property or real property tax assessments that may affect Licensee. If County receives notice of any personal property or real property tax assessments against the County, which may affect Licensee and is directly attributable to Licensee's installation, County shall provide timely notice of the assessment to Licensee sufficient to allow

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Licensee to consent to or challenge such assessment. Further, County shall provide to Licensee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 12. In the event real property taxes are assessed against County or Licensee for the Licensed Property or the Property, Licensee shall have the right, but not the obligation, to terminate this License Agreement without further liability after thirty (30) days' written notice to County, provided Licensee pays any real property taxes assessed as provided herein.

10. INSURANCE AND WAIVER OF SUBROGATION:

A) Licensee will provide the following:

Commercial General Liability Insurance shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of \$1,000,000.00 per bodily injury per person (BI); \$1,000,000.00 property damage (PD); an aggregate amount of One Million and No/100 dollars (\$1,000,000.000); or \$2,000,000.00 combined single limit (CSL) of BI and PD.

Workers= Compensation - Statutory benefits as defined by Florida Statutes 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees, regardless of the number of employees. Employers' liability will have minimum limits of: \$1,000,000.00 per accident; \$1,000,000.00 disease limit; \$1,000,000.000 disease limit per employee.

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Licensee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Licensee may maintain. However, the insurance or reinsurance carriers must be approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial rating of no less than A:VII with A.M. Best & Company.

Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide the following:

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials and will be named as an "Additional Insured" on the General Liability policy.

B) County and Licensee release each other and their respective principals, employees, representatives and agents from any claims for damage to any person or to the Premises or the Licensee Equipment thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. County and Licensee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither County or Licensee shall be liable for any damage caused by fire or any of the risks insured against under any insurance policy required by Section 11.

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11. INDEMNIFICATION:

A) Licensee agrees to indemnify and hold harmless the County from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (b) a breach of any litigation of the indemnifying party under this License Agreement.

B) To the extent permitted under Section 768.28, Florida Statutes, County agrees to indemnify, defend and hold Licensee harmless from and against any injury loss, damage or liability (or any claims in respect of the foregoing) arising directly from the actions or failure to act of County or its employees or agents, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors. Notwithstanding anything to the contrary in this Agreement, Licensee and County each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

C) Notwithstanding anything to the contrary in this License Agreement, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this License Agreement. Licensee shall be responsible to County, or any third-party, for any claims, costs or damages (including fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. NOTICES: All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage

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December 7, 2009~~

paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. County or Licensee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Licensee, to:

New Cingular Wireless PCS, LLC
Attn.: Network Real Estate Administration
Re: Cell Site # Bella Terra
FA #10133789
12555 Cingular Way
Alpharetta, GA 30004

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # Bella Terra
FA #10133789
1025 Lenox Park Blvd., 5th Floor
Atlanta, GA 30319

If to County, to:

Lee County Board of Commissioners
2115 Second Street
Fort Myers, FL 33901

13. QUIET ENJOYMENT, TITLE AND AUTHORITY: County covenants and warrants to Licensee that (i) County has full right, power and authority to execute and perform this License Agreement; (ii) it has good and unencumbered title to the Property and the Tower free and clear of any liens or mortgages, except those disclosed to Licensee and which will not interfere with Licensee's rights to or use of the Licensed Property; and (iii) execution and performance of this License Agreement will not violate any laws, ordinances,

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December 7, 2009

covenants, or the provisions of any mortgage, lease, or other agreement binding on County. County covenants that at all times during the term of this License Agreement, Licensee's quiet enjoyment of the Licensed Property or any part thereof shall not be disturbed as long as Licensee pays the License Fee, performs the terms of this Agreement and is not in default beyond any applicable grace or cure period.

14. ENVIRONMENTAL LAWS: County represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. County and Licensee shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. County shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Licensee, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. County agrees to defend, indemnify and hold Licensee harmless from Claims resulting from Actions on the Property not caused by County or Licensee prior to and during the Initial Term and any Renewal Term of this License Agreement. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental

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Lee County Attorney's Office
December 7, 2009

authority. This Section 14 shall serve the termination or expiration of this License Agreement.

15. ASSIGNMENT AND SUBLEASING: Licensee shall have the right to assign or otherwise transfer this License Agreement and the Easements (as defined above) to any person or business entity which is authorized pursuant to, and FCC licensed to operate a wireless communications business, is a parent, subsidiary or affiliate of Licensee, is merged or consolidated with Licensee or purchases more than fifty percent (50%) of either an ownership interest in Licensee or the assets of Licensee in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. Upon such assignment, Licensee shall be relieved of all liabilities and obligations hereunder and County shall look solely to the assignee for performance under this License Agreement and all obligations hereunder. Licensee may sublease the Licensed Property, upon written notice to County. Licensee may otherwise assign this License Agreement upon written approval of County, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

Additionally, Licensee may, upon notice to County, mortgage or grant a security interest in this License Agreement and the Communication Facility, and may assign this License Agreement and the Communication Facility to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this License Agreement. In such event, County shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. County agrees to notify Licensee and Licensee's Mortgagees simultaneously of any default by Licensee and to give Mortgagees the same right to cure any default as Licensee or to remove any property of Licensee or Mortgagees located on the Licensed Property, except that the cure period for any Mortgagees shall not be less than thirty (30)

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December 7, 2009

days after receipt of the default notice, as provided in Section 9 of this License Agreement. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Licensee. Failure by County to give Mortgagees such notice shall not diminish County's rights against Licensee, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Licensee or Mortgagees located on the Licensed Property as provided in Section ___ of this License Agreement.

16. SUCCESSORS AND ASSIGNS: This License Agreement and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. WAIVER OF COUNTY LIEN:

A) County hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Licensee's Equipment or any portion thereof, which are deemed personal property for the purposes of this License Agreement, whether or not the same is deemed real or personal property under applicable laws, and County gives Licensee and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this License Agreement, in Licensee's and/or Mortgagee's sole discretion and without County's consent.

B) Licensee shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Licensee. Licensee shall, within twenty (20) days following the imposition of any such lien, upon notice, cause the same to be released of record by payment or posting of a proper bond. No work which County permits Licensee to perform on the Property shall be deemed to be for the use and

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~~Lee County Attorney's Office~~
~~December 7, 2009~~

benefit of County so that no mechanics or other lien shall be allowed against the County by reason of its consent to such work. County shall have the right to post notices that it is not responsible for any work performed, materials furnished or obligations incurred by Licensee.

C) If County, at any time during the initial term or any extended term of this License Agreement, sells, leases, transfers or otherwise conveys all or any part of County's Property to any transferee other than Licensee, such transfer shall be subject to the terms and provisions of this Agreement and all of Licensee's rights hereunder.

18. MISCELLANEOUS:

A) In the event that, at any time during the term of this License Agreement, the Alico Tower shall be partially destroyed or damaged by any other party than Licensee, its agents, representatives, or employees, County, at its own cost and expense, shall cause the same to be repaired, replaced or rebuilt. In the event County has not commenced such repair, replacement or rebuilding within thirty (30) days after the date of such damage or destruction, Licensee may, upon written notice to County terminate this License Agreement as of the date set forth in such notice and all license fees and other sums shall abate to the extent that, and for the period that, the Licensed Property are not usable for the conduct of Licensee's business. These shall be Licensee's sole and exclusive remedies.

B) In the event of any such damage or destruction which renders Licensee's Facility non-operable for a period reasonably expected to exceed five (5) days, Licensee shall have, and County hereby grants to Licensee, the right to bring and maintain upon County's Property such temporary communications facilities as Licensee shall reasonably determine are the minimum necessary to continue to operate Licensee's communications system and

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provided (i) that such temporary facilities do not materially interfere with County's or any other tenant's communications operations on County's Property or the repair or replacement of the damaged facilities; (ii) that Licensee obtains all necessary permits and authorizations for the construction and operation of such temporary facilities; (iii) that Licensee shall remove such temporary facilities upon the sooner of (a) the restoration of services by Licensee's Facility, or (b) termination of this License Agreement. This shall be Licensee's sole and exclusive remedy.

C) In the event County receives notification of any condemnation proceedings affecting the Property, County will provide notice of the proceeding to Licensee within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Licensee will not diminish County's recovery. Licensee will be entitled to reimbursement for any prepaid Rent on a prorata basis.

D) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

E) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

F) This License Agreement constitutes the entire agreement and understanding of

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Lee County Attorney's Office
December 7, 2009

the parties, and supercedes all offers, negotiations and other agreements, with respect to the subject matter and property covered by this License Agreement.

G) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit "C" necessary to protect its rights or use of the Licensed Property. The Memorandum of Lease may be recorded in place of this License Agreement, by either party. In the event the Property is encumbered by a mortgage or deed of trust, County agrees, upon request of Licensee, to obtain and furnish to Licensee a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Licensee. Licensee may obtain title insurance on its interest in the Licensed Property. County agrees to execute such documents as the title company may require in connection therewith.

H) This License Agreement shall be construed in accordance with the laws of the state of Florida.

I) If any term of this License Agreement is found to be void or invalid, such finding shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this License Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party.

No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this License Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

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Lee County Attorney's Office
December 7, 2009

J) The persons who have executed this License Agreement represent and warrant that they are duly authorized to execute this License Agreement in their individual or representative capacity as indicated.

K) This License Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

L) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit "A" (the legal description of the Property) and Exhibit "B" (the Licensed Property location within the Property), may be attached to this License Agreement and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits "A", and/or "B", as the case may be, which may have been attached hereto in preliminary form, may be replaced by Licensee with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

M) If County is represented by any broker or any other leasing agent, County is responsible for all commission fees or other payment to such agent, and agrees to indemnify and hold Licensee harmless from all claims by such broker or anyone claiming through such broker. If Licensee is represented by any broker or any other leasing agent, Licensee is responsible for all commission fees or other payment to such agent, and agrees to indemnify and hold County harmless from all claims by such broker or anyone claiming through such broker.

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Lee County Attorney's Office
December 7, 2009

N) Licensee must comply with all of County's land development regulations except as such regulations are specifically modified or more explicitly provided in this Agreement.

O) County agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee.

P) Radon Gas. In accordance with Florida Law, the following statement is hereby made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

The effective date of this License Agreement is the date of execution by the last party to sign (the "Effective Date").

[Remainder of Page Left Blank Intentionally.]

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~~Lee County Attorney's Office~~
~~December 7, 2009~~

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BY: Kathleen A. Metz
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: W. Hill
Chair

APPROVED AS TO FORM:

BY: Regina S. Hagan
Office of the County Attorney

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Lee County Attorney's Office
December 7, 2009

LICENSEE: NEW CINGULAR WIRELESS
PCS, LLC, a Delaware Limited Liability

BY: AT&T Mobility Corporation
ITS: Manager



Witness

Pam Leventer

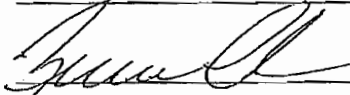
Print Name



Witness

Kathy Porter

Print Name

BY: 

TITLE: Real Estate &
Construction Mgr

PRINT: Bruce Cook

DATE: 12/10/2009

S:\GS\GSH\Agreements\ATT-Alico Tower Antenna Site License Agreement.doc

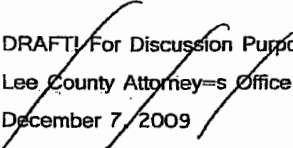

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Lee County Attorney's Office
December 7, 2009

EXHIBIT "A"

Legal Description

The County Property is legally described as follows:

Parent Parcel Description: (As Supplied)

That portion of Section 22, Township 46 South, Range 26 East, Lee County, Florida lying East of the Easterly Right-of-way line of Alico Road, and North of the Northerly Right-of-way line of Corkscrew Road, both shown on the "Survey Plats of Sections 19, 20, 21 and 22, Township 46 South, Range 26 East", as prepared by Duane Holl and Associates, Inc. dated March 16, 1977, more particularly described as follows:

Begin at the Northeast Corner of said Section 22, thence S01°04'09"E, along the East line of said Section 22 for 4449.21 feet to an intersection with the aforementioned Northerly Right-of-way of Corkscrew Road; thence along said Northerly Right-of-way line for the following described three (3) courses: (1) N47°49'30"W for 14.75 feet to the point of curvature of a circular curve concave to the Southwest; (2) thence Northwesterly and Westerly along the arc of said curve having for its elements a radius of 1859.57 feet and a central angle of 45°45'20" for 1485.02 feet to the point of tangency; (3) thence S38°25'11"W for 2382.30 feet to an intersection with the aforementioned Easterly Right-of-way of Alico Road; thence along said Easterly Right-of-way for the following described five (5) courses: (1) N12°09'21"W for 1729.60 feet to the point of curvature of a circular curve concave to the East; (2) thence Northwesterly and Northerly along the arc of said curve having for its elements a radius of 1083.12 feet and a central angle of 14°35'04" for 275.70 feet to the point of tangency; (3) thence N02°28'43"E for 1000.38 feet to the point of curvature of a circular curve concave to the Southwest; (4) thence Northerly and Northwesterly along the arc of said curve having for its elements a radius of 565.88 feet and a central angle of 24°43'38" for 287.37 feet to the point of tangency; (5) thence N22°17'55"W for 777.52 feet to an intersection with the North line of said Section 22; thence N89°16'34"E along said North line for 4356.15 feet to the POINT OF BEGINNING. Said Parcel contains 373.307 acres, more or less, situate, lying, and being in Lee County, Florida.

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Lee County Attorneys Office

December 7, 2009

EXHIBIT "B"

The location of the Licensed Property within the Property (together with access and utilities) is more particularly described and depicted as follows:

See attached Survey

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~~Lee County Attorney's Office~~
~~December 7, 2009~~

CMX TELECOMMUNICATIONS
 3350 BUSCHWOOD PARK DRIVE
 SUITE 270, TAMPA, FL 33616
 PHONE: (813) 935-4500
 FAX: (813) 935-7233

SURVITECH SOLUTIONS
 1101 GREENWOOD BLVD
 LAKE WORTH, FL 33474
 PHONE: (407) 771-1388
 FAX: (407) 771-1388

at&t
 1101 GREENWOOD BLVD
 LAKE WORTH, FL 33474
 PHONE: (407) 771-1388
 FAX: (407) 771-1388

SCHEDULE OF REVISIONS

NO.	DATE	DESCRIPTION
1	8/05/94	ADDED LEGAL DESCRIPTION
2	7/28/93	ISSUED FOR REVIEW
3		DRAWN BY: E.S.
4		CHECKED BY: S.
5		SCALE AS NOTED
6		JOB NO: 23382

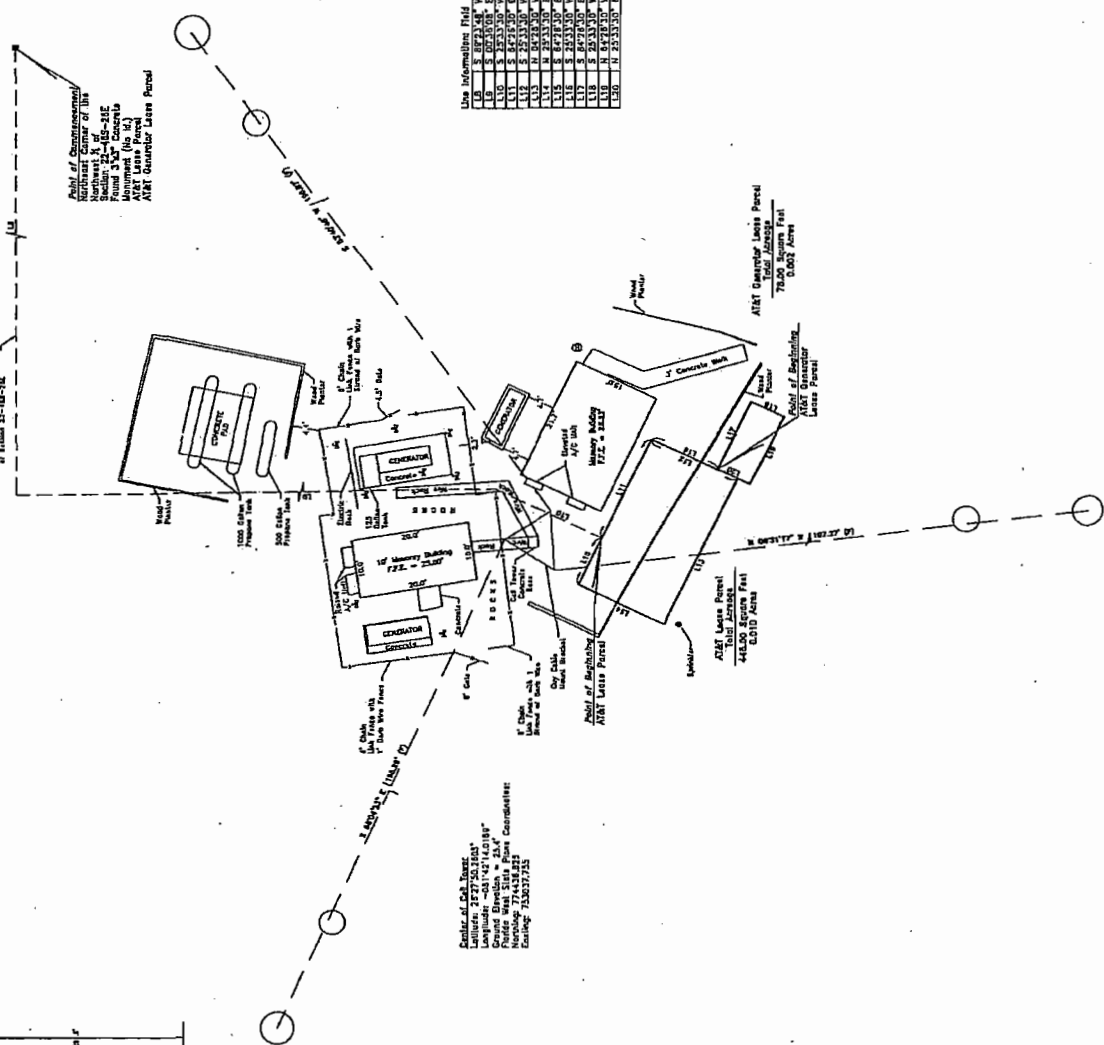
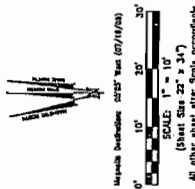
Bella Terra
 4904 ALICE ROAD
 FORT PIERCE, FL 34983
 SASS COUNTY

SHEET DESCRIPTION:
 Boundary Survey
 Section 27, Township 26 South, Range 28 East,
 1st. County, Florida

SHEET NO:

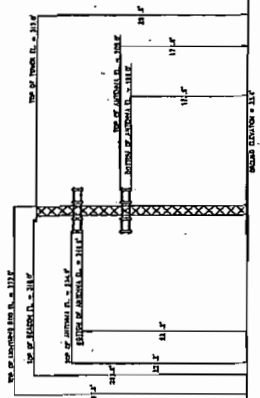
BS-2

PAGE NO: 2 OF 2



Line Information Field

LINE NO.	DESCRIPTION	LENGTH	AREA
1.1	S 89°23'48" W	111.38'	
1.2	S 89°23'48" W	111.38'	
1.3	S 89°23'48" W	111.38'	
1.4	S 89°23'48" W	111.38'	
1.5	S 89°23'48" W	111.38'	
1.6	S 89°23'48" W	111.38'	
1.7	S 89°23'48" W	111.38'	
1.8	S 89°23'48" W	111.38'	
1.9	S 89°23'48" W	111.38'	
1.10	S 89°23'48" W	111.38'	
1.11	S 89°23'48" W	111.38'	
1.12	S 89°23'48" W	111.38'	
1.13	S 89°23'48" W	111.38'	
1.14	S 89°23'48" W	111.38'	
1.15	S 89°23'48" W	111.38'	
1.16	S 89°23'48" W	111.38'	
1.17	S 89°23'48" W	111.38'	
1.18	S 89°23'48" W	111.38'	
1.19	S 89°23'48" W	111.38'	
1.20	S 89°23'48" W	111.38'	
1.21	S 89°23'48" W	111.38'	
1.22	S 89°23'48" W	111.38'	
1.23	S 89°23'48" W	111.38'	
1.24	S 89°23'48" W	111.38'	
1.25	S 89°23'48" W	111.38'	
1.26	S 89°23'48" W	111.38'	
1.27	S 89°23'48" W	111.38'	
1.28	S 89°23'48" W	111.38'	
1.29	S 89°23'48" W	111.38'	
1.30	S 89°23'48" W	111.38'	



Point of Sale Tower
 Location: 4904 Alice Road
 Section 27, Township 26 South, Range 28 East,
 SASS COUNTY, FLORIDA
 Longitude: 81°14'21.018"
 Latitude: 27°53'42.232"
 Northings: 7743482.823
 Eastings: 7530377.725

Blue Sheet No. 20150441	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 29
------------------------------------	--	--------------------

TITLE:
Approve Amendment No. 5 to the Interlocal Agreement with Charlotte County for Solid Waste Disposal for the Lee County portion of Gasparilla Island.

ACTION REQUESTED:
Approve Amendment No. 5 to the Interlocal Agreement with Charlotte County for Solid Waste Collection and Disposal for the Lee County portion of Gasparilla Island (Lee Contract #356), extending the term of the December 14, 1994 agreement, as previously amended, through September 30, 2020.

FUNDING:
No funds required.

WHAT ACTION ACCOMPLISHES:
Provides uninterrupted solid waste collection and disposal service to Lee County residents on Gasparilla Island.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input checked="" type="checkbox"/> Other Interlocal Agreement	Commissioner: All Department: SOLID WASTE Division: No Divisions By: Pam Keyes

Background:
Lee County provides solid waste collection and disposal services for the Lee County portion of Gasparilla Island through an Interlocal Agreement with Charlotte County. Collection services are performed by Waste Management, Inc. Disposal services are provided by Charlotte County at its landfill.

Conditions of the Interlocal Agreement provide that collection and disposal services, and the fees for such services, are the same as those established for residents and businesses in Charlotte County.

Residents are assessed annually utilizing the Uniform Method for placement of the Lee County Solid Waste Special Assessments onto the Lee County Tax Roll and collection by the Lee County Tax Collector per Section 197.3632, Florida Statutes.

A) Options
Transportation logistics required to provide in-county solid waste disposal services for residents residing on the Lee County portion of Gasparilla Island would require a significantly larger service charge for those residents. An interlocal agreement with Charlotte County, allowing the use of its landfill, provides the most cost effective method of solid waste disposal for Lee County residents on Gasparilla Island.

Required Review:					
Lindsey Sampson	Michael D. Jacob	Thelma Davis	Peter Winton	Doug Meurer	
SOLID WASTE	County Attorney	Budget Analyst	Budget Services	County Manager	

B) Analysis

A cooperative solid waste management system and agreements between Lee and Charlotte Counties has proven successful for more than twenty years.

C) BoCC Goals, Policy Issues, History

On December 13, 1994, the Lee County BOCC entered into an Amended Interlocal Agreement with Charlotte County that provides for the disposal of solid waste from the Lee County portion of Gasparilla Island. This agreement has been extended since that date. This amendment No. 5 will extend the agreement through September 30, 2020.

D) Attachments

Amendment No. 5 to the Interlocal Agreement with Charlotte County

**AMENDMENT FIVE TO THE AMENDED INTERLOCAL AGREEMENT
FOR SOLID WASTE COLLECTION AND DISPOSAL
FROM GASPARILLA ISLAND, FLORIDA**

This Amendment Five is made and entered into this ____ day of _____, 2015, (the "Effective Date"), by and between Lee County, a political subdivision of the State of Florida, and Charlotte County, also a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, on December 13, 1994, the parties entered into an "Amended Interlocal Agreement for Solid Waste Collection and Disposal from Gasparilla Island, Florida," incorporated herein by reference, which amended and restated a previous interlocal agreement entered into on June 27, 1990; and

WHEREAS, on November 22, 1999, the parties entered into "Amendment 1 to the Amended Interlocal Agreement for Solid Waste Collection and Disposal from Gasparilla Island, Florida," extending the term of the 1994 Amended Interlocal Agreement through April 29, 2004; and

WHEREAS, on December 16, 2003, the parties entered into "Amendment 2 to the Amended Interlocal Agreement for Solid Waste Collection and Disposal from Gasparilla Island, Florida," further extending the term of the 1994 Amended Interlocal Agreement through September 30, 2009; and

WHEREAS, on July 10, 2007, the parties entered into "Amendment 3 to the Amended Interlocal Agreement for Solid Waste Collection and Disposal from Gasparilla Island, Florida," providing Lee County residents of Gasparilla Island access to Charlotte County's Mini-Transfer and Recycling facilities and

WHEREAS, on April 7, 2009, the parties entered into "Amendment 4 to the Amended Interlocal Agreement for Solid Waste Collection and Disposal from Gasparilla Island, Florida", to extend the term through September 30, 2015; and

WHEREAS, the parties now wish to further amend the 1994 Amended Interlocal Agreement to extend the term of such Agreement through September 30, 2020.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, Lee County and Charlotte County hereby agree as follows:

1. Paragraph 8 of the "Amended Interlocal Agreement for Solid Waste Collection and Disposal from Gasparilla Island, Florida," entered into by the parties on December 13, 1994, is hereby amended to read as follows:

"8. The term of this agreement shall extend uninterrupted from the Effective Date as first indicated above through September 30, 2020, at which time this agreement shall expire unless a new agreement is entered into by the respective Boards of County Commissioners of both counties."

2. All other provisions of the "Amended Interlocal Agreement for Solid Waste Collection and Disposal from Gasparilla Island, Florida," dated December 13, 1994, as amended shall remain in full force and effect.

3. This Amendment Five shall take effect on the day and year first above written.

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BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
William G. Truex, Chair

ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Janette S. Knowlton, County Attorney

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Brian Hamman, Chairman

ATTEST:
Linda Doggett, Clerk of Courts

By: _____
Deputy Clerk

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: _____
Richard Wm. Wesch, County Attorney

Blue Sheet No. 20150445	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 30
------------------------------------	--	--------------------

TITLE:
Extend the Agreement that provides for solid waste & recycling collection on Gasparilla Island.

ACTION REQUESTED:
Approve the Sixth Amendment to the Garbage Franchise Agreement Extension between Lee County and Waste Management Inc. of Florida for solid waste and recycling collection services on the Lee County portion of Gasparilla Island. This amendment extends the Agreement's term by five years, through September 30, 2020.

FUNDING:
A) Enterprise Fund/ Included in Solid Waste System Ops – Disposal Facilities budget/BoCC Strategic Priority: Managing Growth,
B) This is a recurring expense funded annually.
C) OB5340440100.503490

WHAT ACTION ACCOMPLISHES:
Provides a term extension of five years, through September 30, 2020, to the service agreement between Lee County and Waste Management, Inc. for solid waste and recycling collection services to the residents and businesses on the Lee County portion of Gasparilla Island. Conditions of this agreement provide that collection services and the fees for such services are the same as those established for residents and businesses in Charlotte County.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code 4-4 <input type="checkbox"/> Other	Commissioner: All Department: SOLID WASTE Division: No Divisions By: Pam Keyes

Background:
A) Options
Waste Management, Inc. (WMI) has an exclusive contract with Charlotte County to provide collection of all of solid waste. Utilizing the same contractor already servicing the area provides the most cost effective and efficient way of providing solid waste collection services to Lee County residents on Gasparilla Island.

B) Analysis
A cooperative solid waste management system and agreements between Lee County, Charlotte County and Waste Management, Inc. has proven successful for more than twenty years.

Required Review:					
Lindsey Sampson	Michael D. Jacob	Thelma Davis	Peter Winton	Doug Meurer	
SOLID WASTE	County Attorney	Budget Analyst	Budget Services	County Manager	

C) BoCC Goals, Policy Issues, History

Lee County has followed the actions of Charlotte County in providing a uniform system of solid waste and recycling collection services for the Lee County portion of Gasparilla Island for many years. Lee County's collection agreement with Waste Management, Inc. is due to expire on September 30, 2015. Charlotte County's current contract with Waste Management, Inc. provides for a residential collection fee of \$111.96 per year and is in effect through September 30, 2020. The Term of this extension agreement will be five (5) years, through September 30, 2020, coinciding with the term of the Charlotte/WMI collection agreement.

D) Attachments

Sixth Amendment to the contract with Waste Management Inc. of Florida

**SIXTH AMENDMENT TO
GARBAGE FRANCHISE AGREEMENT EXTENSION**

This Sixth Amendment to that certain Garbage Franchise Agreement Extension made between the parties on July 30, 1986, and amended October 24, 1990, February 15, 1995, September 26, 2000, October 26, 2004, and August 26, 2008 is now made and entered into this _____ day of _____, 2015, by and between Lee County ("County") and Waste Management Inc. of Florida ("Contractor"), collectively, "the Parties".

WITNESSETH:

WHEREAS, County through its Board of County Commissioners, entered into a Garbage Franchise Agreement Extension dated July 30, 1986 with Englewood Disposal Company, Inc., to provide collection and hauling service to the Lee County portion of Gasparilla Island, a barrier island; and

WHEREAS, because Gasparilla Island, Florida, lies partially within Lee County and partially within Charlotte County, Gasparilla Island poses unique situations for the collection and disposal of solid waste collected from the Lee County portion of the Island; and

WHEREAS, the Lee County portion of Gasparilla Island can be reached by vehicular transportation solely by traveling through a substantial portion of Charlotte County to provide solid waste and recycling collection service; and

WHEREAS, Lee County and Charlotte County have previously recognized the uniqueness of Gasparilla Island and have worked cooperatively together for many years to provide solid waste and recycling service to the Lee County portion of Gasparilla Island to include, but not limited to, Lee County Resolution No. 81-1-12, the August 25, 1987 Interlocal Agreement between Charlotte County and Lee County, the June 27, 1990 Interlocal

Agreement for Solid Waste Collection and Disposal from Gasparilla Island, Florida, and the Amended Interlocal Agreement for Solid Waste Collection and Disposal from Gasparilla Island, approved by the Board of County Commissioners of Charlotte County on December 13, 1994 and by the Board of County Commissioners of Lee County on December 21, 1994 and further amended by Amendment 1 dated November 22, 1999, Amendment 2 dated December 16, 2003, Amendment 3 dated July 10, 2007, and Amendment 4 dated April 7, 2009 (extending the term through September 30, 2015); and

WHEREAS, the Interlocal Agreements (including the 1990 Agreement, 1994 Agreement and the current Interlocal Agreement) provide that Lee County shall adopt the level of service and rates set by Charlotte County which permits the relatively small population of Gasparilla Island to be included with the surrounding larger franchise area to receive the benefit for rate making purposes ; and

WHEREAS, Lee County and Englewood Disposal Company, Inc. entered into an amendment to the Garbage Franchise Agreement Extension (Amendment 1), dated October 24, 1990, to implement the June, 1990 Interlocal Agreement ; and

WHEREAS, Englewood Disposal Company, Inc., nka Waste Management, Inc. of Florida, has continuously provided service to the Lee County portion of Gasparilla Island; and

WHEREAS, Waste Management Inc. of Florida serves the Charlotte County portion of Gasparilla Island and the adjacent mainland area of Charlotte County.

THEREFORE, in consideration of the foregoing and the mutual obligations and benefits flowing from each to the other, the Parties agree to amend the Garbage Franchise Agreement Extension, as amended, as set forth below;

I. ARTICLE III TERM AND RENEWAL amended as follows:

A) The term of this contract shall be extended for a period of five (5) years beginning October 1, 2015 and terminating September 30, 2020. This Agreement may be extended for an additional five (5) year term upon mutual agreement of the Parties.

II. ARTICLE IV CONTRACTOR'S OBLIGATION amended as follows:

C) SERVICE REQUIREMENTS

1. Trash and garbage. Contractor shall provide adequate trash and garbage collection and disposal services throughout the Lee County portion of Gasparilla Island and, shall more specifically provide once weekly curbside residential pick-up service for each residential dwelling unit within the boundaries of the Lee County portion of Gasparilla Island upon which an assessment has been levied.

a. Contractor agrees to furnish and deliver one (1) refuse cart of appropriate size (96 gallon, 64 gallon, or a size as approved by County) to each residential dwelling unit located within the Lee County portion of Gasparilla Island as of the effective date of this Agreement. County agrees to direct purchase these refuse carts for the purpose of sales tax savings. Contractor agrees to furnish one (1) refuse cart of appropriate size to each new residential unit receiving a certificate of occupancy during the term of this Agreement.

b. Contractor shall be responsible for repairing or replacing damaged, destroyed, or stolen refuse carts. Contractor shall provide one (1) replacement refuse cart per residential unit free of charge for the term of this Agreement. Residential unit owners

shall verify a stolen cart by signing a statement that the cart was stolen. The cost of any additional replacement carts shall be the responsibility of each residential dwelling unit owner.

c. Contractor may charge a fee for two (2) times a week trash and garbage service, back door service or for providing additional refuse carts to residential units requesting such services.

d. Materials exceeding the capacity of the refuse cart shall be placed in a Container, with the maximum size of the container being 45 gallons and not to exceed 40 pounds in weight. There shall be a limit of six (6) such events where the materials exceed the capacity of the refuse cart per year.

e. Storm debris collection in excess of these volumes shall be subject to additional charge as negotiated by the Parties.

2. Recycling. County hereby designates that curbside recycling shall be provided at all residential units within Contractor's entire franchised district in Lee County, as defined in Chapter 4-4, Charlotte County Code.

a. Contractor agrees to furnish and deliver one (1) 65-gallon recycling cart to each residential unit, including new residential units receiving a certificate of occupancy during the term of this Contract. Contractor shall provide once per week collection of recyclable materials as specifically defined in Exhibit "A" attached hereto and incorporated herein by reference. Collection shall be on the same day as normal refuse collection for each residential unit.

b. WM shall be responsible for repairing or replacing damaged, destroyed, or stolen recycling carts. WM shall provide one (1) replacement recycling cart per

residential unit free of charge for the term of this Agreement. Unit owners shall verify a stolen cart by signing a statement that the cart was stolen. The cost of any additional replacement carts shall be the responsibility of each residential dwelling unit owner.

c. In addition, Contractor shall collect and dispose of once weekly the following items from residential units: lead-acid batteries, used motor oil in one gallon plastic containers clearly labeled, used oil filters placed in clear plastic bags and household furnishings. Contractor shall further collect a maximum of six (6) car tires or passenger truck tires, including rims, per year from each residential dwelling unit.

d. Contractor shall collect and dispose of white goods on an as-identified or as-needed basis, which service shall be included in the residential rates referenced herein. All such collection shall be for materials produced as a result of the normal activities within a residence or the land upon which it is located. Materials to be collected shall be placed at the edge of the right-of-way. This service shall be limited to parcels of land occupied by residential dwelling units and shall be further limited to four (4) white goods items per year.

e. WM shall collect and dispose of E-waste on an as-needed basis, at no additional cost beyond the current residential sanitation collection rate. All such collections shall be for materials produced as a result of the normal activities within a residential unit. Residents shall call WM to schedule a pickup, with a limit of four E-waste pickups per year per residential unit. WM shall track all items collected. E-waste is defined as electronic devices from residential units that have been discarded, including computers, monitors, printers, scanners, fax machines, televisions, and telephones. White goods are not E-waste.

f. Contractor shall be entitled to any and all consideration received from the sale of recyclables, such consideration to be included as revenue when approving and setting rates.

All other provisions of the July 30, 1986 agreement as amended by the first Amendment dated October 24, 1990, the Second Amendment dated February 15, 1995, the Third Amendment dated September 26, 2004, the Fourth Amendment dated October 26, 2004, and the Fifth Amendment dated August 8, 2008 remain in full force and effect so long as such provisions do not conflict with this Sixth Amendment.

ATTEST: LINDA DOGGETT
CLERK OF COURTS

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

BY: _____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: _____
Office of the County Attorney

ATTEST:

WASTE MANAGEMENT, INC. OF
FLORIDA, Contractor

By: _____
Ronald Kaplan, Esquire
Senior Counsel

By: _____
Tim Hawkins
Vice-President

Blue Sheet No. 20150426	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 31
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TITLE:
Approve the purchase of ten (10) Paratransit vehicles for Lee Tran.

ACTION REQUESTED:
A) Approve PB150441 for the purchase of ten (10) propane package 23' ADA Paratransit cutaway vans, at the price of \$99,935.00 per unit, from Florida Department of Transportation (FDOT) TRIPS Program Contract #TRIPS-11-CA-GB, which has gone through their bidding process.
B) The ten paratransit vans will be purchased from Glaval Bus, Inc. for a total of \$999,350.00; 100% grant funded by the Federal Transit Administration (FTA).
C) Request Board approval of a Budget Amendment Resolution in the amount of \$999,350.00.

FUNDING:
\$999,350.00; Federal Grant from the Federal Transit Administration (FTA); Not included in budget-100% FTA Grant funded, on a reimbursement basis; BOCC Strategic Priority 4

Federal Grant from the Federal Transit Administration

Revenue-KI5440148640.331420.9006
Expense-KI5440148640.506430.08

WHAT ACTION ACCOMPLISHES:
Allows Lee Tran to replace ten (10) Paratransit vehicles that have exceeded their useful life.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-1 <input type="checkbox"/> Other	Commissioner: Department: TRANSIT Division: No Divisions By: Steve Myers

Background:

1. Approve the request- Allows Lee Tran to procure ten much needed replacement Paratransit Cutaways at a competitively bid price; utilizing 100% reimbursable FTA Grant Funds.
2. Do not approve the request- Maintenance and upkeep of the aging vehicles will significantly hamper Lee Tran capability to provide daily routine/timely transportation services to the disabled residence of Lee County; and potentially impair the timely evacuation efforts of disabled residence, for the EOC, in emergent disaster situations.

Approval will allow Lee Tran to procure ten much needed replacement cutaways at a competitively bid price, on a 100% reimbursable basis using FTA funds, via Florida Department of Transportation TRIPS

Required Review:					
Steve Myers	Anne Henkel	Peter Winton	Corris L. McIntosh Jr.	Robert Franceschini	David Harner
TRANSIT	Budget Analyst	Budget Services	County Attorney	Purchasing	County Manager

Program Contract No. TRIPS-11-CA-GB.

On July 15, 2015 Procurement received a request from Lee Tran to piggyback Florida Division of Transportation TRIPS contract # TRIPS-11-CA-GB for the purchase of ten ADA Paratransit Vehicles from Glaval Bus Inc, to replace vehicles that have exceeded their useful life of five years and 200,000. Lee Tran also requested that Procurement seek the Boards approval for a budget amendment resolution for the purchase of the vehicles. The unit price per vehicle is \$99,935 and a total cost of \$999,350. The vehicle replacement costs are offset by grants from the Federal Transit Administration (FTA).

1. Division Request for Action
2. Lee Tran's Vendor Quote Package
3. TRIPS Purchasing Statement-Proof of Authorization
4. Budget Amendment Resolution

From: [Franceschini, Robert](#)
To: [Lewis, Patrick](#)
Cc: [Khan, Diana](#)
Subject: FW: Draft Bluesheet for the Purchase of ten Paratransit vehicles from Trips Contract #TRIPS-11-CA-GB
Date: Thursday, July 16, 2015 10:41:12 AM
Attachments: [Draft Blue Sheet 10 Paratransit vehicles.pdf](#)

please prepare a blue sheet for this purchase.

it will not have to go back to the department for review, etc.

thanks.

second email with word version of the blue sheet is on the way...

Robert D. Franceschini, C.P.M, CPPB
Procurement Director
Division of Procurement Management
P - 239-533-5457
F - 239-485-5460
rfranceschini@leegov.com

From: Love, Cateria
Sent: Wednesday, July 15, 2015 4:42 PM
To: Franceschini, Robert
Cc: Henkel, Anne; Myers, Steve; Southall, Robert; Riley, Susan
Subject: Draft Bluesheet for the Purchase of ten Paratransit vehicles from Trips Contract #TRIPS-11-CA-GB

Good Afternoon,

Please find attached documentation from the TRIPS Contract #TRIPS-11-CA-GB for the purchase of ten (10) paratransit vehicles. Also attached is a draft blue sheet.

Lee Tran needs to replace ten ADA Paratransit Vehicles that are beyond their useful life. Please request Board approval to purchase ten (10) ADA Paratransit vehicles from the TRIPS Contract. # TRIPS-11-CA-GB. The purchase of the vehicles is funded at 100% by the Federal Transit Administration (FTA) on a reimbursement basis.

Lee Tran will also require Board approval of a Budget Amendment in the amount of \$999,350 to proceed with the procurement.

Please contact me if you have any questions, or require additional information.

Thank you for your assistance.

Cateria Love

Senior Account Clerk
Lee County Transit (Lee Tran)
E-mail: clove@leegov.com
Ph: 239-533-0326
Fax: 239-931-6811



Please note: Florida has a very broad public records law. Most written communications to or from County Employees and officials regarding County business are public records available to the public and media upon request. Your email communication may be subject to public disclosure.

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

ORDER FORM – PAGE ONE
CONTRACT #TRIPS-11-CA-GB
GLAVAL CUTAWAY TRANSIT VEHICLES
GETAWAY BUS, INC.

AGENCY NAME Lee County Transit DATE: 7/13/2015

PURCHASE ORDER NUMBER: _____

CONTACT: Robert Southall 239533-0336, rsouthall@leegov.com

March 10, 2014

Item	Unit Cost	Quantity	Total Cost
Base Vehicle Type			
Ford 11500 GVWR 21' 5.4 Gas	\$56,886		\$0
Ford 11500 GVWR 21' 6.8 V10 Gas	\$57,466		\$0
Chevrolet SPT 12300 GVWR 21' 6.0 Gas	\$59,990		\$0
22' Option add	\$300		\$0
Chevrolet TTN 12300 GVWR 22' 6.0 Gas	\$59,109		\$0
23' Option add	\$425		\$0
Ford 12500 GVWR 22' 5.4 Gas	\$58,156		\$0
23' Option add	\$525		\$0
Chevrolet 14200 GVWR 22' 6.0 Gas	\$60,560		\$0
23' Option add	\$425		\$0
24' Option add	\$850		\$0
25' Option add	\$1,900		\$0
Ford 14500 GVWR 22' 6.8 V10 Gas	\$59,403	10	\$594,030
23' Option add	\$525	10	\$5,250
24' Option add	\$1,050		\$0
25' Option add	\$1,575		\$0
Ford 16500 GVWR 25' 6.8 V10 Gas	\$73,062		\$0
26' Option add	\$150		\$0
27' Option add	\$5,517		\$0
Ford 18000 GVWR 25' 6.8 V10 Gas	\$74,025		\$0
26' Option add	\$150		\$0
27' Option add	\$5,517		\$0
28' Option add	\$5,667		\$0
29' Option add	\$5,817		\$0
Ford 19500 GVWR 25' 6.8 V10 Gas	\$75,534		\$0
26' Option add	\$150		\$0
27' Option add	\$5,517		\$0
28' Option add	\$5,667		\$0
29' Option add	\$5,817		\$0
Freightliner 26000 GVWR 30' 6.7 ISB Diesel	\$117,111		\$0
31' Option add	\$250		\$0
32' Option add	\$500		\$0
33' Option add	\$750		\$0
34' Option add	\$2,035		\$0
35' Option add	\$2,285		\$0
36' Option add	\$2,535		\$0
37' Option add	\$2,785		\$0
38' Option add	\$3,035		\$0
40' Option add	\$3,285		\$0
PAGE ONE SUB-TOTAL	----	----	\$599,280

ORDER FORM – PAGE TWO
CONTRACT #TRIPS-11-CA-GB

GLAVAL CUTAWAY TRANSIT VEHICLES
GETAWAY BUS, INC.

March 10, 2014

Item	Unit Cost	Qty	Total Cost
Paint Scheme Choices			
Scheme #1 11,500 to 14,500 = (\$700); 16,500 to 26,000 = (\$800)	See Item		
Scheme #2 11,500 to 14,500 = (\$465); 16,500 to 26,000 = (\$565)	See Item		
Scheme #3 11,500 to 14,500 = (\$400); 16,500 to 26,000 = (\$500)	See Item		
"PASSPORT" Paint Job.	2700	10	27,000.00
Base Seating (Freedman)			
Standard Seat (per person)	\$225	40	9,000.00
Foldaway Seat (per person)	\$384	60	23,040.00
Children's Seat (per person)	\$450		0.00
NOTES: Child Reminder Alarm	133	10	1,330.00
Securement Systems			
Q'Straint QRTMAX securement (per position)	\$510	40	20,400.00
Sure-Lok Titan securement (per position)	\$575		0.00
Seat belt extensions (2-sets standard)	\$18		0.00
PARATRANSIT Flat Floor	600		
Side Wheelchair Lift Choices			
Braun Model NCL919IB-2 (or latest) Century	\$3,455		0.00
Braun Millennium	\$3,655		0.00
Braun 1000 lb	\$3,755		0.00
Maxon Model WL-6A3353 (or latest)	\$3,455		0.00
Ricon Model S5510 (or latest)	\$3,455		0.00
Ricon 1000 lb	\$3,730	10	37,300.00
Rear Wheelchair Lift Choices			
Ricon Klear-View lift (prior approval from FDOT required)	\$3,455		0.00
Braun model NVL917IB lift (prior approval from FDOT required)	\$3,455		0.00
Optional Engines			
Engine Prep: Gaseous Fuel Delivery, Ford E450 14,500# chassis	256	10	2,560.00
Rousch 70 Gallon System	\$18,600	10	186,000.00
			0.00
Compressed Natural Gas (CNG) Engine meeting current EPA	\$25,500		0.00
Aluminum wheels (Excluding Chevrolet) E350/450 = (\$1,540);	See Item		
Stainless steel wheel liners / inserts, front and rear wheels E350/450	See Item		
PAGE TWO SUB-TOTAL			306,630.00

TRIPS-11-CA-GB

**ORDER FORM – PAGE THREE
CONTRACT #TRIPS-11-CA-GB**

**GLAVAL CUTAWAY TRANSIT VEHICLES
GETAWAY BUS, INC.**

March 10, 2014

Item	Unit Cost	Qty	Total Cost
Fire Suppression - Fogmaker is STD Equipment.		10	N/C
Amerex Small Vehicle System automatic fire suppression system: 14,500 and lower = (Add \$494), 16,500-19,500 = (Add \$230), 26,000 = (Add \$98)	See Item		
Kidde Automatic Fire Detection and Suppression System: 14,500 and lower = (Deduct \$22), 16,500-19,500 = (Add \$264), 26,000 = (Add \$418)	See Item		
Route/Head Signs			
Transign manually operated roller curtain type sign	\$900		0.00
TwinVision "Elyse" software electronic destination system	\$4,900		0.00
TwinVision "Mobi-Lite" electronic destination sign	\$2,700		0.00
Transign "Vista Star" electronic destination sign	\$1,850		0.00
Transign LLC 2-digit Block / Run Number box unit	\$285		0.00
Transign LLC3-digit Block / Run Number box unit	\$300		0.00
Transign LLC passenger " STOP REQUESTED " sign	\$175		0.00
Camera Systems			
SEON 2 camera security system	\$1,725		0.00
REI 2 camera security system	\$1,310		0.00
Gatekeeper 2 camera security system	\$1,595		0.00
AngelTrax 8 camera security system W/ HD Solid State Hard Drive.	\$6,938	10	69,380.00
Apollo 2 camera security system	\$3,696		0.00
247 2 camera security system	\$1,440		0.00
Price for single replacement camera	\$278		0.00
Other Options Available			
Altro Transflor slip resistant vinyl flooring E350/450 and Chevy 3500/4500 = (\$235); F450/550 and Freightliner = (\$365)	See Item	10	2,350.00
Driver Safety Partition	\$145		0.00
Bentec Powder-Coated handrails and stanchions (yellow)	\$132		0.00
Exterior remote controlled mirrors E350/450 and Chevy 3500/4500 = (\$205); F450/550 = (\$278)	See Item	10	2,050.00
Romeo Rim HELP rear bumper E350/450 and Chevy 3500/4500 = (\$568); F550 and Freightliner = (\$1,170)	See Item	10	5,680.00
HawKEye Reverse Assistance System	\$400		0.00
PAGE THREE SUB-TOTAL	----	----	79,460.00

TRIPS-11-CA-GB

**ORDER FORM – PAGE FOUR
CONTRACT #TRIPS-11-CA-GB**

**GLAVAL CUTAWAY TRANSIT VEHICLES
GETAWAY BUS, INC.**

March 10, 2014

Item	Unit Cost	Qty	Total Cost
Reverse camera and monitor backing system: Manufacturer _____ Systems One _____	\$308	10	3,080.00
Air purification system	\$3,080		0.00
"Mentor Ranger" in vehicle computer	\$3,916		0.00
REI Public Address System	\$352		0.00
Upgrade the standard vehicle AM/FM Radio	Standard	10	
Optional Seating			
Freedman Featherweight High Back standard seats (per seat)	\$255		0.00
Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide	\$10	110	1,100.00
Upgrade interior side wall panels with Nanocide E350/450 and Chevy 3500/4500 = (\$924); F450/F550 and Freightliner = (\$1,540)	See Item		
USSC Evolution G2E with pedestal	\$980	10	9,800.00
Freedman Sport Driver seat with Relaxor	\$540		0.00
Stretcher Securement System	\$895		0.00
Replacement Stretcher bed (only)	\$12,375		0.00
Thermo King A/C SLR rooftop system			
Ford 11,500	\$3,687.00		0.00
Chevy SPT	\$2,909.00		0.00
Chevy TTN, Chevy 14,200-22'/23'	\$3,087.00		0.00
Ford 12,500/14,500	\$3,858.00		0.00
Chevy 14,200-24'/25'	\$5,517.00		0.00
Ford 16,500, 18,000, 19,500---25' and 26'	\$11,725.00		0.00
Ford 16,500, 18,000, 19,500---27' and 28' and 29'	\$8,303.00		0.00
Freightliner-30' through 34'	\$7,591.00		0.00
Freightliner-35' through 40'	\$7,256.00		0.00
PAGE FOUR SUB-TOTAL	----	----	13,980.00
PAGE FOUR SUB-TOTAL (sub-total of fourth page)			
			13,980.00
PAGE THREE SUB-TOTAL (sub-total of third page)			
			79,460.00
PAGE TWO SUB-TOTAL (sub-total of second page)			
			306,630.00
PAGE ONE SUB-TOTAL (sub-total of first page)			
			599,280.00
GRAND TOTAL (sum of pages 1, 2, 3, and 4 sub-totals)			
			999,350.00

TRIPS-11-CA-GB

CHOICES FORM

CONTRACT #TRIPS-11-CA-GB

GLAVAL CUTAWAY TRANSIT VEHICLES
GETAWAY BUS, INC

SEATING AND FLOORING CHOICES

Seating Colors: (circle one)	Blue	Gray	Beige
Flooring Colors: (circle one)	Blue	Gray	Beige Black
Paint Scheme: (circle one)	#1	#2	#3 Other

Paint Schemes Note: If an agency requires a paint and lettering scheme that is NOT GENERALLY covered by one of those listed above, they may make separate arrangements either with the manufacturer or a local vendor to provide these services. scheme pricing shall reflect white base coat.

Upholstery Information-Vinyl Colors Available:

BLUE CMI VINYL - Center insert of seat to be MEDALLION KEOPS AZUL BLUE INSERT, style VP-MEDLI-KEAZU; outside wrap and back of seat to be solid MEDALLION MORRENO TROPICAN AZUL, style VP-MEDMO-TRAZU

BEIGE CMI VINYL - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION DOCCA SAND BEIGE, style VP-MEDLI-DOSNB.

GREY CMI VINYL - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION MORRENO TROPICAN GREY, style VP-MEDMO-TRGRY.

WHEELCHAIR LIFT CHOICE

Wheelchair Lift: (circle one) Braun Ricon Maxon

SECUREMENT RETRACTOR CHOICE

W/C Securement: (circle one) Sure-Lok Titan Q'Straint QRTMAX

Statement Of Work Title: Purchase of ADA Paratransit Cutaway Vans

7-6-15

Project Background:

Purchase (10) 23' ADA Paratransit Vans from the State Contract #TRIPS-11-CA-GB to replace high mileage 2007-2009 ADA Paratransit Vans.

The duration of the purchase should be approximately 120-160 days.

Keys managers of the project are Robert Southall and Cateria Love

Products are required to excessive costs needed to maintain vehicles that are beyond their useful life.

The estimated completion date of the procurement is November 1, 2015.

Scope:

Identify vehicle type, options, complete ICE, Complete requisition and PO.

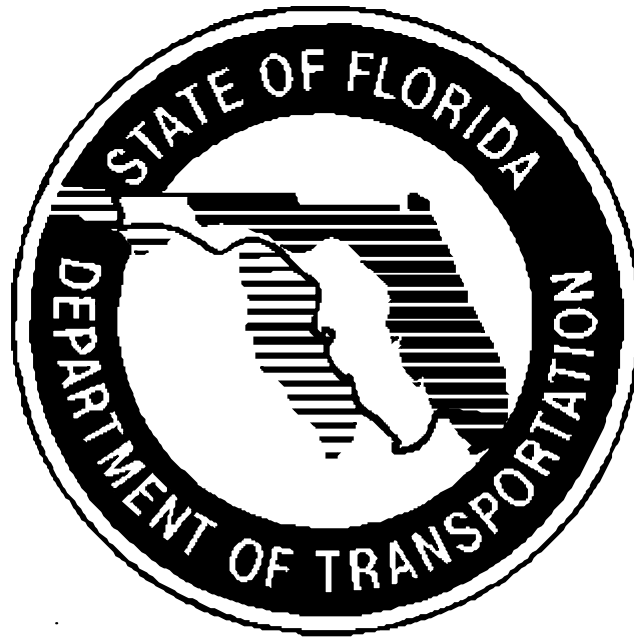
The procurement is to help ADA provide transportation services to the disabled residence in Lee County and assist with evacuations for the EOC.

The contractor will supply :

- 1. Cutaway vehicle per specifications**
- 2. Support warranty**
- 3. Provide technical support**
- 4. Provide training support**

PART 1

GENERAL REQUIREMENTS, CONDITIONS, & CONTRACTUAL PROVISIONS



Contract #TRIPS-11-CA-GB

Glaval Cutaway Transit Vehicles

CONTRACT # TRIPS-11-CA-GB

GENERAL REQUIREMENTS, CONDITIONS, AND CONTRACTUAL PROVISIONS

1.1 SCOPE

Notice is hereby given that the Transit Research Inspection Procurement Services (TRIPS) will establish a statewide Purchasing Agreement between **Florida Transit Agencies**, hereby know as the "Purchasers", and **Getaway Bus, Inc.**, hereby known as the "Contractor" and/or "Dealer", for the manufacture and delivery of 2012 model year:

GLAVAL CUTAWAY TYPE VEHICLES

This contract is based on the representations, documents and descriptions submitted by Getaway Bus, Inc. in response to TRIPS Request For Proposals (RFP) #TRIPS-11-CA-RFP issued December 6th, 2010.

1.2 QUANTITIES

Minimum and maximum quantities are established as follows:

	<u>MIN</u>	<u>MAX</u>
GLAVAL CUTAWAY TYPE VEHICLES	<u>0</u>	<u>500</u>

These numbers reflect the immediate and foreseeable needs of agencies within Florida and were determined by using the most recent state of Florida Program of Projects, historical data from previous TRIPS Purchasing Agreements, and Agency(s) vehicle replacement schedules. All or part of the quantity of vehicles stated herein may be assigned to other public transit agencies desiring to purchase the same equipment specified in **Part 2: Technical Specifications** of this solicitation.

The Purchasers will be allowed to purchase this vehicle as long as current production year chassis' are still available from the manufacturer or suppliers, under the same terms and conditions stated in this initial Purchasing Agreement.

Following award of the initial model production year, the TRIPS will have an option to extend the Purchasing Agreement for four succeeding model production years. Any optional Purchasing Agreements shall be subject to the same pricing, terms and conditions of the original Purchasing Agreement. However, a chassis model price increase will be considered when a model year change is specific to the automotive

RESOLUTION #

Amending the Budget of Transit Capital Grants Fund 48640 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2014-2015.

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 Transit Capital Grants Fund 48640 budget for \$999,350 of the unanticipated revenue from the Federal Transit Administration and the Federal Department of Transportation and an appropriation of a like amount for Vehicles & Rolling Stock and;

WHEREAS, the Transit Capital Grants Fund 48640 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES		
Prior Total:		\$34,387,099
Additions		
KI5440148640.331420.9006	FTA USC 5307 - Current	999,350
Amended Total Estimated Revenues		\$35,386,449

APPROPRIATIONS		
Prior Total:		\$34,387,099
Additions		
KI5440148640.506430.08	Vehicles and Rolling Stock	999,350
Amended Total Appropriations		\$35,386,449

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Transit Capital Grants Fund 48640 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 _____, 2015.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
OFFICE OF THE COUNTY ATTORNEY

Blue Sheet No. 20150451	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 32
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TITLE:

Approve Amendment 1 to the Construction Manager at Risk Phase II - RFQ140308 Estero Blvd Improvements

ACTION REQUESTED:

- A) Approve Amendment 1 to the Construction Management at Risk Phase II - Construction Service Agreement, Contract Number 7114, under RFQ140308 Construction Management Services for Estero Boulevard Improvements, Phase II, Segment 1 with Chris-Tel Company of Southwest Florida, Inc. d/b/a Chris-Tel Construction, for the Guaranteed Maximum Price (GMP) of \$10,124,091.25 for Segment 1 of Estero Boulevard, Crescent Street to Lovers Lane.
- B) Authorize the Chair to execute Amendment 1 on behalf of the Board upon receipt.
- C) Authorize staff to negotiate a Not-To-Exceed price for the Pre-Construction Services (Phase I) for Segment 2 of the Estero Boulevard Improvements with Chris-Tel Company of Southwest Florida, Inc. d/b/a Chris-Tel Construction, which will be presented to the Board for consideration and formal approval.
- D) Approve a budget transfer in the amount of \$2,661,469 from Utilities Capital Improvement Reserves to the Estero Boulevard Force Main Relocation project and amend the FY 2014/15 Utilities CIP project budget from the originally approved amount of \$1,141,799 to a new project budget of \$3,803,268. The proposed budget transfer and contract award will leave a remaining balance of \$2,000 in this account to cover other incidental costs not included in the contract.

FUNDING:

DOT: (\$6,907,046.32) Gas Taxes; Included in Budget, Strategic Planning Initiative; Transportation Utilities: (\$3,217,044.93) Enterprise Fund; included in the FY 2014/15 Utilities Capital Improvement budget and will be fully funded upon approval of the budget transfer

This Amendment will provide a Construction Manager at Risk for re-construction of Estero Boulevard Segment 1 for both DOT and Lee County Utilities (LCU). Segment 1, Estero Boulevard between Crescent Street and Lovers Lane, approximately one mile of Estero Boulevard.

The current DOT and LCU Capital Improvement Programs (CIP) provides funding for construction every other year. The overall CIP construction budget for all six (6) segments of Estero Boulevard is \$42,000,000 for DOT and LCU. Each segment will include a Phase I - Pre-Construction Phase Services and a Phase II -Construction Phase Services (GMP) agreement proposed as amendments to be presented to the Board for approval.

DOT: Fund-Transportation Capital Improvement; Program – Capital Projects; Project – Estero Boulevard 20506730700

Utilities: Fund-Utilities Capital Improvements; Program – Capital Projects; Project – Estero Boulevard Force Main Relocation; 20732648730.506540.

WHAT ACTION ACCOMPLISHES:

Provides Lee County DOT and Lee County Utilities with a CMAR for Phase II, Segment 1 improvements to Estero Blvd, from Crescent Street to Lovers Lane for a Guaranteed Maximum Price (GMP) of \$\$10,124,091.25.

Required Review:

Randy Cerchie	Robert Franceschini	Lori Borman	Mike Figueroa	Peter Winton	Corris L. McIntosh Jr.
TRANSPORTATION	Purchasing	Budget Analyst	Risk	Budget Services	County Attorney
Doug Meurer					
County Manager					

MANAGEMENT RECOMMENDATION:

Approve

Requirement/Purpose: (specify)

- Statute
 Ordinance
 Admin Code AC-4-4
 Other

Request Initiated

Commissioner: All
Department: TRANSPORTATION
Division: Administration
By: Randy Cerchie

Background:

Statements of Qualifications were solicited on behalf of the Board for professional construction management services for the project known as RFQ140308 CONSTRUCTION MANAGEMENT SERVICES FOR ESTERO BLVD IMPROVEMENTS.

The deadline for receipt of the Statement of Qualifications was June 16, 2014. A total of six responses were received by the deadline. All responses were considered at the Qualifications Evaluation Committee meeting on July 16, 2014.

Presentations were heard and final ranking of firms was accomplished at the Qualifications Evaluation Committee meetings on October 3 and October 6, 2014. Based on the presentations and the firms' ability to demonstrate their qualifications, past experience, and full understanding of the project, it was the consensus of the committee to recommend award to Chris-Tel Company of Southwest Florida, Inc., d/b/a Chris-Tel Construction. The ranking and authorization to negotiate with Chris-Tel Company of Southwest Florida, Inc., d/b/a Chris-Tel Construction, was approved by the Board (Blue Sheet No. 20140746) on January 6, 2015.

On April 7, 2015, the Board approved the Construction Management at Risk Agreement with Chris-Tel Company of Southwest Florida, Inc. d/b/a Chris-Tel Construction, including Pre-Construction Services (Phase I Agreement) for a fee not-to-exceed \$257,000 and a Construction Management Services (Phase II Agreement) fee percentage of 5.75% (Blue Sheet No. 20150143).

Chris-Tel Construction has been providing pre-construction services to the County as approved, including DBE and local vendor/contractor collaboration efforts, budget analysis, value engineering, schedule optimization, construction sequencing, sales tax recovery (aka direct material purchase) planning, Public Involvement activities assistance, assistance in right-of-way (ROW) encroachment resolution, coordination with utilities within the ROW, coordination with the Town of Fort Myers Beach, creation of bid packages, GMP Development, traffic control analysis and planning, and setup of CMAR site offices.

Lee County DOT and Utilities staff has successfully negotiated a Guaranteed Maximum Price (GMP) for the construction of the Segment 1 improvements. Segment 1 includes improvements to Estero Boulevard between Crescent Street and Lovers Lane. Construction of the Segment 1 improvement is anticipated to take 14 months. A letter was received from Chris-Tel Construction dated July 15, 2015 and updated on July 22, 2015, establishing a GMP for the Segment 1 Improvements in the amount of \$10,124,091.25, which includes a Construction Management Fee of \$492,878.19 (5.75%).

This project is necessary to reconstruct Estero Boulevard to improve mobility of all users consistent with the concepts within the Town of Fort Myers Beach 2001 Streetscape Master Plan and as modified by the requests of the Town of Fort Myers Beach Town Council. The Segment 1 project includes construction of wide sidewalks on both sides of Estero Boulevard, drainage improvements within the roadway and connection to drainage improvements the Town has recently completed, Trolley stops outside of the travel lane where feasible, enhancements to street lighting at crosswalks and shared bike lane markings. This project also includes the replacement of sewer force mains and relocation of gravity sanitary sewer lines as needed (LCU), coordination with Town of Fort Myers Beach for the replacement of Town water

lines, Teco Gas for the installation of a gas main, FPL for the relocation of power poles and overhead lines to the ROW, adjustment as needed of telecommunication provider facilities, and accommodations of future lighting and fiber conduits.

The current DOT and LCU Capital Improvement Programs (CIP) provide funding for construction every other year. The overall CIP construction budget for all six (6) segments of Estero Boulevard is currently \$42,000,000 for DOT and LCU. Each segment will include a Phase I - Pre-Construction Phase Services and a Phase II - Construction Phase Services (GMP) agreement proposed as amendments to be presented to the Board for approval. It is anticipated that after the approval of Amendment 1 that additional Pre-Construction Phase and Construction Phase agreements will be brought to the Board for consideration and approval to provide Construction Management Services and GMP's for subsequent segments.

D) Attachments

- 1) Amendment 1 to the CMAR Phase II – Construction Services Agreement, Contract Number 7114
- 2) GMP Letter from Chris-Tel Construction, Dated July 15, 2015
- 3) Executed Phase I and II CMAR Agreements with Chris-Tel Construction
- 4) Previous Agenda Items 20140746 and 20150143
- 5) Budget Transfer

**AMENDMENT I – SEGMENT 1 FOR
PHASE II - CONSTRUCTION MANAGEMENT AT RISK PHASE II**

THIS AMENDMENT to the Phase II Construction Service Agreement dated April 7, 2015, is made and entered into this 29 day of April, 2015, by and between Lee County, a political subdivision and charter County of the State of Florida, acting by and through its Board of County Commissioners (County); and **CHRIS-TEL CONSTRUCTION**, a Florida corporation, duly licensed to do business in the State of Florida, (Construction Manager or CMAR)

RECITALS

Whereas, the County desired to construct the Improvements to Estero Boulevard Project within Lee County, Florida; and

Whereas, the CMAR and the County entered into Phase I Pre-Construction Services Agreement dated April 7, 2015 and Phase II Construction Services Agreement dated April 7, 2015 according to the selection of the CMAR pursuant to Request for Qualifications RFQ140308; and

Whereas, the above-stated Construction Service Agreements contemplate that when the construction drawings for the Project are one hundred percent (100%) complete, the Construction Manager will establish a Guaranteed Maximum Price (“GMP”), guaranteeing the maximum price to the County, for the construction costs and construction management fees for the Project; and

Whereas, the construction drawings for Segment I of the Project are one hundred percent (100%) complete and the Construction Manager and the County desire to establish a GMP for the construction costs and construction management fees associated with Segment I of the Project and to specify such other matters as are to be addressed in connection with the establishment of the GMP for Segment I for the Project, to be called GMP; and

Whereas, except as is specifically amended or modified herein, all of the terms and conditions of the Construction Management Agreement for the Project are hereby ratified and confirmed, and shall remain in full force and effect.

OPERATIVE PROVISIONS

Now Therefore, for and in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the CMAR, intending to be legally bound, covenant and agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and incorporated herein as if set forth below.

2. **Establishment of Guaranteed Maximum Price for Segment I (GMP).** The parties hereby agree that the Guaranteed Maximum Price for Segment I of the Project shall be **Ten Million One Hundred Twenty Four Thousand, Ninety-One Dollars and Twenty-Five Cents (\$10,124,091.25)**. In no event shall the Cost of Segment I of the Project and the Construction Manager's Fee exceed GMP, as adjusted by any County approved change orders.

3. **Scope of Work.** The CMAR shall proceed to perform for the GMP the complete scope of work as defined in or reasonably inferable from the following documents:
 - 3.1 The Agreement between the County and CMAR for the Project dated April 7, 2015, and all the amendments thereto;
 - 3.2 The Scope of Work for Segment I of the Project more particularly described in the GMP Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference; and
 - 3.3 Those GMP breakdown more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

4. **Schedule for Segment I of the Project.**
 - 4.1 **Substantial Completion Date.** The parties agree that the Substantial Completion Date Certain for Segment I - Phase II is **Three Hundred-Ninety (390) calendar days** from issuance of Notice to Proceed.
 - 4.2 **The Final Completion Date.** The parties agree that the Final Completion Date Certain for Segment I - Phase II is **Four Hundred and Twenty (420) calendar days** from issuance of Notice to Proceed. The total Project must be completed and ready for final payment in accordance with Article 6 on or before the Final Completion Date Certain for the total Project.

5. **Liquidated Damages.** Upon failure of CMAR to Substantially Complete Segment I – Phase II of the Project on or before the Substantial Completion Date Certain, plus approved time extensions, CMAR will pay to County the sum of Four Thousand, Six Hundred and Twenty-Four No/100 Dollars (\$4,624) for each calendar day after the time specified as Substantial Completion Date Certain, plus any approved extensions for Substantial Completion. This amount is not a penalty but is liquidated damages to County for its inability to obtain full beneficial occupancy of the Project.

Liquidated damages are hereby fixed and agreed upon between the parties, consistent with the guidelines set forth by FDOT pursuant to Fla. Stat. 337.18(2) as jointly and collaboratively prepared and attached as Exhibit "C" and incorporated herein by reference, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both parties desiring to obviate any questions of dispute concerning the amount of said damages and the cost and effect of the failure of CMAR to complete the Project on time. The above-stated liquidated damages will apply separately to Segment I of the Project for which a time for completion is given.

6. **General Condition Costs:** Bonds and Insurance shall not be considered part of the General Conditions Costs as enumerated in Article 6.3.3 of the Phase II Construction Service Agreement.

The Payment and Performance Bond for Segment I – Phase II of the Project is attached hereto as Exhibit "D" and incorporated herein by reference. The requisite insurance coverage for Portion I of the Project, as specified in Article 10 of the Phase II Construction Service Agreement, is attached hereto as Exhibit "E" and incorporated herein by reference.

7. **Schedule of Values.** The parties agree that the Schedule of Values to be used in connection with Segment I of the Project shall be that Schedule of Values attached hereto as Exhibit "F" and incorporated herein by reference.

The CMAR's General Conditions Cost and Direct Construction Cost must be segregated and detailed in a manner satisfactory to the Project Manager to evaluate the charges. The Request for Payment must indicate the percentages of completion of each portion of the Work, and the total Work, as of the end of the period covered by the Application for Payment when the amounts are approved.

8. **Interpretation.** The provisions of this Amendment modify and change the provisions of the Phase II Construction Services Agreement dated April 7, 2015. To the extent the provisions of the Phase II Construction Services Agreement are not modified or changed by virtue of the provisions of this Amendment, they shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Phase II Construction Services Agreement, the provisions of the Phase II Construction Services Agreement shall control.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the day and year first above written. Lee County, through its board of County Commissioners, authorized the County Chair to execute this Agreement on the _____ day of _____, 2015.

WITNESSES

Printed Name: _____

CHRIS-TEL CONSTRUCTION

Mr. Howard Wheeler
2534- A Edison Ave
Fort Myers, FL 33901

Phone: _____
Fax: _____
By: _____
Name: _____
Title: _____
Date: _____

ATTEST
CLERK OF COURT, Linda Doggett

By: _____
Deputy Clerk

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

By: _____
Brian Hamman, Chair

Date: _____

**APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY**

By: _____
Assistant County Attorney

- Exhibits
A: GMP Scope of Work
B: GMP Breakdown
C: Liquidated Damages Calculation
D: Payment and Performance Bond
E: Insurance Requirements
F: GMP Schedule of Values

Exhibit A

GMP Segment I Scope of Work

In addition to the Scope of Work defined in Article 2 and Exhibit B of the Phase II Construction Service Agreement, the CMAR agrees to furnish the following services for GMP:

[To be determined upon completion of Pre-Construction Services Phase.]

The Scope of the Work consists of the construction of roadway and utilities improvements to Segment 1 of Estero Boulevard, located between Crescent Street and Lovers Lane as shown on the Project Plans as listed below:

1. Segment 1 Roadway Plans – Prepared by T.Y, Lin International – Sheets 1-50
2. Segment 1 – Signing and Pavement Marking Plans – Prepared by T.Y, Lin International – Sheets S-1 – S-14
3. Segment 1 Lighting Plans - – Prepared by T.Y, Lin International – Sheets L-1 – L-15
4. Segment 1 – Estero Boulevard Utility Improvement Plans – Prepared by David Douglas Associates, Inc. Sheet –U-1 –U23, GR-1 – GR-7

See Enumeration of Documents date 7/15/15 for detailed sheet listing and additional documents.

**Exhibit B
GMP Breakdown**

Fixed Fee With A Guaranteed Maximum Price For Segment I
Of The Estero Blvd Improvements, Phase II

a)	Direct Construction Cost	<u>\$7,792,540.53</u>
b)	General Conditions Cost	<u>\$ 886,240.00</u>
c)	Construction Management Fee	<u>\$ 492,878.19</u>
d)	Contingency	<u>\$ 779,254.06</u>
e)	Sales Tax Recovery Savings	<u>(\$ 0.00)</u>
f)	Bond	<u>\$ 62,657.14</u>
g)	Insurance	<u>\$ 110,521.33</u>
	TOTAL GMP (ALL INCLUSIVE)	<u>\$10,124,091.25</u>

Sample

July 15, 2015

Mr. Robert K. Phelan, P.E.
Senior Engineer
Lee County Department of Transportation
1500 Monroe Street
Ft. Myers, FL 33901

RE: Improvements to Estero Boulevard – Segment 1

Dear Mr. Phelan:

Chris-Tel Construction is pleased to provide you with this GMP Cost Estimate for the proposed “Improvements to Estero Boulevard – Segment 1”. This GMP Cost Estimate was based upon the Bid Set Documents as prepared by T.Y. Lyn International, DDAI, Bid Schedule of Items and our Clarifications, Qualifications and Assumptions. The GMP Cost is as follows:

GMP Cost Estimate for Segment 1 is..... \$10,124,091.25

We have attached our GMP Cost Summary and GMP Cost Detailed Bid Schedule breakdown for your review. If you have any questions or need any additional information feel free to call.

Sincerely,
CHRIS-TEL CONSTRUCTION



Joe L. Pressler
Manager of Estimating

Attachment:

- GMP Cost Summary Estimate dated 07-15-15
- GMP Cost Detailed Bid Schedule – Pay Items dated 07-15-15
- Clarifications, qualifications and Assumptions dated 07-15-15
- Enumeration of the Project Documents dated 07-15-15



Improvements to Estero Boulevard - Segment 1
GMP Cost Estimate 07-15-15

<i>Description</i>	<i>GMP Cost Estimate</i>	<i>5,729 LF of Road Costs</i>	<i>%</i>
General Work Items	428,366.00	75	4.23%
MOT (Traffic, Pedestrian & Bike)	649,940.00	113	6.42%
Roadway: Site Demo, Earthwork	1,076,399.00	188	10.63%
Storm Drainage & Utilities	2,972,707.28	519	29.36%
Asphalt Paving	1,418,247.20	248	14.01%
Sidewalks and Curbs	526,781.96	92	5.20%
Concrete PaveDrain System	359,948.75	63	3.56%
Electrical Conduits & Pull Boxes	199,718.25	35	1.97%
Pavement Markings and Signage	139,432.09	24	1.38%
Restoration and Landscape	21,000.00	4	0.21%
SUB TOTAL	7,792,540.53	1,360	76.97%
CM General Conditions	886,240.00	155	8.75%
GL Insurance (0.8%)	80,992.73	14	0.80%
Builders Risk Insurance	29,528.60	5	0.29%
Payment & Performance Bond Cost	62,657.14	11	0.62%
Permitting Fees By Owner	By Owner	-	0.00%
Engineer's Const. Admin. Support Services	By TY LIN	-	0.00%
Certifications to Agencies & Project Close-Out	By TY LIN	-	0.00%
CEI Services	By TY LIN	-	0.00%
Public Information Officer (Cella Molnar & Assoc.)	By TY LIN	-	0.00%
CMAR Contingency 5%	389,627.03	68	3.85%
Owner Contingency 5%	389,627.03	68	3.85%
C.M Fees 5.75%	492,878.19	86	4.87%
PROJECT TOTALS	10,124,091.25	1,767	100.00%

GMP COST ESTIMATE
LEE COUNTY DEPARTMENT OF TRANSPORTATION
IMPROVEMENTS TO ESTERO BOULEVARD – SEGMENT 1
CLARIFICATIONS, QUALIFICATIONS & ASSUMPTIONS

The clarifications, qualifications and assumptions set forth in this exhibit form an integral part of the Contract to which it is attached and to the extent necessary modify all other exhibits, terms and conditions of the Contract that may be contradictory or that may set forth different requirements to be complied with by Contractor. Where materials, quantities, products and component parts are specified in this exhibit, they shall control over any contrary provisions contained in other exhibits. Where statements are made that information, items or services will be provided or furnished by Owner, they constitute exclusions or alterations from the work that is otherwise set forth in the other terms and conditions of the Contract and its exhibits. Where they state that items are not included it means that the Work will be completed without the inclusion of such item and that if required by Owner it will be the basis for a change order or construction change directive. Where site conditions are specified, assumed, or assumptions as to the basis for pricing are set forth, they control over any more comprehensively stated requirements in the body of the Contract terms and conditions and constitute a limitation on the extent of the Work to be performed for the GMP Cost Estimate or fixed price as the case may be.

DIVISION #1 – GENERAL REQUIREMENTS

1. All applicable Permit fees are the responsibility of the Owner. We have not included the costs for Permitting Fees. The only exception to this is the Dewatering permit and NPDES Notice of Intent which the Utility Contractor is responsible to obtain.
2. Primary utility service costs are the responsibility of the Owner.
3. The Builder's Risk Insurance is included, except for Windstorm and Hail coverages. The Insurance carrier excluded Windstorm and Hail coverages from the Builder's Risk Insurance policy because it is a road project. The Owner to be responsible for Builder's Risk insurance losses due to deductibles, exclusions or limits as per the Contract.
4. We have not included providing Flood Insurance. The Insurance carriers will not provide this coverage on a Road project.
5. Included in the proposal are a payment/performance bond and subcontractor bonds at the sole discretion of Chris-Tel Construction. The payment and performance bond cost is included for a one year warranty.
6. We have not included any costs for CEI or Public Information Officer. We understand that TY Lyn International has a separate agreement with the Lee County DOT for this scope of work.

GMP COST ESTIMATE
LEE COUNTY DEPARTMENT OF TRANSPORTATION
IMPROVEMENTS TO ESTERO BOULEVARD – SEGMENT 1
CLARIFICATIONS, QUALIFICATIONS & ASSUMPTIONS

7. All Chris-Tel Construction employees shall be billed based on the 'Exhibit D' Billable Rates. The billable rates include all labor, labor burden, and fringe benefits costs.
8. We have not included any requirements to comply with Davis Bacon Prevailing wage rates, Buy America, etc. if required by any part of your project funding sources.
9. We have included the Quality Control Testing as a cost of work item in lieu of a General Conditions cost item per Article 6.3.3 item 18 of our CMAR Phase II agreement.
10. We have included 3" of asphalt paving over compacted subgrade for the temporary M.O.T. shoulder pavement widening where shown.
11. We have not included any stabilized subgrade underneath the Pay Item 285-711 Optional Base, Base Group 11, Type B-12.5 Only (7").
12. If a thickened edge/curb is required per note for Pay Item 522-2 Concrete Sidewalk & Driveways, 6" Thick, Add of \$5.50 per lineal foot where it is required.
13. We have included providing the Concrete PaveDrain Pavers as a standard gray cement colored paver. We have not included any colors requiring white cement.
14. We have included an Allowance of \$50,000 to furnish and install any RRFB Signals as directed by Lee County DOT.

Improvements to Estero Blvd – Segment 1
ENUMERATION OF DOCUMENTS
07/15/2015

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	REVISED DATE 1	REVISED DATE 2
	<u>Roadway Plans Segment 1</u>				
1	Key Sheet	06/04/15			
2	General Notes	06/04/15			
3	Summary of Pay Items	06/04/15	06/18-Revised QTY's	06/18/15	06/25/15
4	Summary of Drainage Structures	06/04/15	06/18-Added Pipe, 06/25-Revised Structures & Quantities	06/18/15	06/25/15
5	Summary of Drainage Structures	06/04/15	Revised Structures & Quantities		06/25/15
6	Summary of Drainage Structures	06/04/15	06/18-Added Pipe, 06/25-Revised Structures & Quantities	06/18/15	06/25/15
7	Drainage Map	06/04/15			
8	Drainage Structure Data	06/04/15			
9	Roadway/Drainage Details	06/04/15	Remove Fabric MOD. STR. Access	06/18/15	
10	Typical Sections	06/04/15	Revised Sump & Pipe Alignment		06/25/15
11	Plan and Profile	06/04/15	Add Conc. Pad Detectable Warning Mat	06/23/15	
12	Plan and Profile	06/04/15	Added Sidewalk Ramps and Notes	06/18/15	
13	Plan and Profile	06/04/15	06/18-Modify Sidewalk Grades, Add Notes & Pipe, 06/25-Modify Structures, Added Pipe	06/18/15	06/25/15
14	Plan and Profile	06/04/15	06/18-Modify Sidewalk Grades, Add Trap, 6/25-Adjust MH, Modify Pipes	06/18/15	06/25/15
15	Plan and Profile	06/04/15	06/18-Modify Sidewalk & Grades, Add Trap, 06/25-Modify Structures, Pipes	06/18/15	06/25/15
16	Plan and Profile	06/04/15	Add Sidewalk Ramps, Add Trap	06/18/15	
17	Plan and Profile	06/04/15	06/18-Add Sidewalk Ramps, Add Trap, 06/25-Modify Structures, Pipes	06/18/15	06/25/15
18	Plan and Profile	06/04/15	06/18-Add Sidewalk Ramps, Add Trap & Cav Out, 06/25-Modify Structures, Pipes	06/18/15	06/25/15
19	Plan and Profile	06/04/15	06/18-Add Sidewalk Ramps, 06/25-Modify Structures, Pipes	06/18/15	06/25/15
20	Plan and Profile	06/04/15	06/18-Add Sidewalk Ramps, 06/25-Modify Structures, Pipes	06/19/15	06/25/15
21	Plan and Profile	06/04/15	Add Sidewalk Ramps	06/19/15	
22	Cross Sections	06/04/15			
23	Cross Sections	06/04/15			
24	Cross Sections	06/04/15			
25	Cross Sections	06/04/15			
26	Cross Sections	06/04/15			
27	Cross Sections	06/04/15			
28	Cross Sections	06/04/15			
29	Cross Sections	06/04/15			
30	Cross Sections	06/04/15			
31	Cross Sections	06/04/15			
32	Cross Sections	06/04/15			
33	Cross Sections	06/04/15			

Improvements to Estero Blvd – Segment 1
ENUMERATION OF DOCUMENTS
07/15/2015

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	REVISED DATE 1	REVISED DATE 2
34	Cross Sections	06/04/15			
35	Cross Sections	06/04/15			
36	Cross Sections	06/04/15			
37	Cross Sections	06/04/15			
38	Traffic Control Cross Sections	06/04/15			
39	Utility Adjustment Plan	06/04/15			
40	Utility Adjustment Plan	06/04/15			
41	Utility Adjustment Plan	06/04/15			
42	Utility Adjustment Plan	06/04/15			
43	Utility Adjustment Plan	06/04/15			
44	Utility Adjustment Plan	06/04/15			
45	Utility Adjustment Plan	06/04/15			
46	Utility Adjustment Plan	06/04/15			
47	Utility Adjustment Plan	06/04/15			
48	Utility Adjustment Plan	06/04/15			
49	Utility Adjustment Plan	06/04/15			
50	Utility Adjustment Plan	06/04/15			
	<i>Cross Section Enlarged</i>				
	Cross Section		Addendum 1	06/23/15	
	Cross Section		Addendum 1	06/23/15	
	Cross Section		Addendum 1	06/23/15	
	Cross Section		Addendum 1	06/23/15	
	Cross Section		Addendum 1	06/23/15	
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	Cross Section		Addendum 1	06/23/15	
	Cross Section		Addendum 1	06/23/15	
	Cross Section		Addendum 1	06/23/15	
	Cross Section		Addendum 1	06/23/15	
U-1	<i>Lee County Utilities</i>	06/04/15			
U-2	Tabulation of Quantities	06/04/15			
U-3	Tabulation of Quantities	06/04/15			
U-4	Summary of Sanitary manholes	06/04/15			
U-5	Summary of Verified Utilities	06/04/15			
U-6	Project Layout	06/04/15			
U-7	Utility Notes and Typical Section	06/04/15			
U-8	Utility Plan and Profile Estero Blvd.	06/04/15			
U-9	Utility Plan and Profile Estero Blvd.	06/04/15			
U-10	Utility Plan and Profile Estero Blvd.	06/04/15			
U-11	Utility Plan and Profile Estero Blvd.	06/04/15			
U-12	Utility Plan and Profile Estero Blvd.	06/04/15			
U-13	Utility Plan and Profile Estero Blvd.	06/04/15			
U-14	Utility Plan and Profile Estero Blvd.	06/04/15			

Improvements to Estero Blvd – Segment 1
ENUMERATION OF DOCUMENTS
07/15/2015

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	REVISED DATE 1	REVISED DATE 2
U-15	Utility Plan and Profile Estero Blvd.	06/04/15			
U-16	Utility Plan and Profile Estero Blvd.	06/04/15			
U-17	Utility Plan and Profile Estero Blvd.	06/04/15			
U-18	Utility Plan and Profile Estero Blvd.	06/04/15			
U-19	Utility Plan and Profile Estero Blvd.	06/04/15			
U-20	Utility Plan and Profile Crescent St.	06/04/15			
U-21	Crossing Details	06/04/15			
U-22	Utility Details	06/04/15			
U-23	Utility Details	06/04/15			
GR-1	Roadway Soil Survey	06/04/15			
GR-2	Report of Core Borings	06/04/15			
GR-3	Report of Core Borings	06/04/15			
GR-4	Report of Core Borings	06/04/15			
GR-5	Report of Core Borings	06/04/15			
GR-6	Report of Core Borings	06/04/15			
GR-7	Report of Core Borings	06/04/15			
	<u>Lighting Plans</u>	06/04/15			
L-1	Key sheet	06/04/15			
L-2	General Notes	06/04/15			
L-3	Pole Data Legend	06/04/15			
L-4	Lighting Plans	06/04/15			
L-5	Lighting Plans	06/04/15			
L-6	Lighting Plans	06/04/15			
L-7	Lighting Plans	06/04/15			
L-8	Lighting Plans	06/04/15			
L-9	Lighting Plans	06/04/15			
L-10	Lighting Plans	06/04/15			
L-11	Lighting Plans	06/04/15			
L-12	Lighting Plans	06/04/15			
L-13	Lighting Plans	06/04/15			
L-14	Lighting Plans	06/04/15			
L-15	Lighting Plans	06/04/15			
		06/04/15			
	<u>Signage & Pavement Markings Plans</u>	06/04/15			
S-1	Key Sheet	06/04/15			
S-2	General Notes	06/04/15	06/18-Added Notes, 06/25-Added Detail	06/18/15	06/25/15
S-3	Tabulation of Quantities	06/04/15	06/18-Added pay Item, Changed Qty's, 06/25-Revised Quantities	06/19/15	06/25/15
S-4	Signing and Paving Marking Plans	06/04/15	Added Markings & Detectable Warnings	06/18/15	
S-5	Signing and Paving Marking Plans	06/04/15	Added Signs, Markings, Detectable Warnings	06/18/15	

Improvements to Estero Blvd – Segment 1
ENUMERATION OF DOCUMENTS
07/15/2015

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	REVISED DATE 1	REVISED DATE 2
S-6	Signing and Paving Marking Plans	06/04/15	Added Signs, Markings, Detectable Warnings	06/18/15	
S-7	Signing and Paving Marking Plans	06/04/15	Modified Signs, Markings, Detectable Warnings	06/18/15	
S-8	Signing and Paving Marking Plans	06/04/15	Added Markings, Detectable Markings	06/18/15	
S-9	Signing and Paving Marking Plans	06/04/15	Added Markings, Signs, Detectable Warnings	06/18/15	
S-10	Signing and Paving Marking Plans	06/04/15	Added Markings, Signs, Detectable Warnings	06/18/15	
S-11	Signing and Paving Marking Plans	06/04/15	Added Markings, Signs, Detectable Warnings	06/18/15	
S-12	Signing and Paving Marking Plans	06/04/15	Added Markings, Signs, Detectable Warnings	06/18/15	
S-13	Signing and Paving Marking Plans	06/04/15	Added Markings, Signs, Detectable Warnings	06/18/15	
S-14	Signing and Paving Marking Plans	06/04/15	Added Markings, Signs, Detectable Warnings	06/18/15	
	<u>Survey-Segment 1</u>				
1	Topographic Survey	06/13/14	Addendum 1		
2	Topographic Survey	06/13/14	Addendum 1		
3	Topographic Survey	06/13/14	Addendum 1		
4	Topographic Survey	06/13/14	Addendum 1		
5	Topographic Survey	06/13/14	Addendum 1		
6	Topographic Survey	06/13/14	Addendum 1		
7	Topographic Survey	06/13/14	Addendum 1		
8	Topographic Survey	06/13/14	Addendum 1		
9	Topographic Survey	06/13/14	Addendum 1		
10	Topographic Survey	06/13/14	Addendum 1		
11	Topographic Survey	06/13/14	Addendum 1		
12	Topographic Survey	06/13/14	Addendum 1		
13	Topographic Survey	06/13/14	Addendum 1		
14	Topographic Survey	06/13/14	Addendum 1		
15	Topographic Survey	06/13/14	Addendum 1		
16	Topographic Survey	06/13/14	Addendum 1		
17	Topographic Survey	06/13/14	Addendum 1		
18	Topographic Survey	06/13/14	Addendum 1		
19	Topographic Survey	06/13/14	Addendum 1		
	<i>Addendum 1</i>				
	Contract Document, Bidding Documents	06/24/15			
	<i>Addendum 2</i>				
	Revised Pay Item List-Changes	06/25/15			

**Improvements to Estero Blvd – Segment 1
 ENUMERATION OF DOCUMENTS
 07/15/2015**

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	REVISED DATE 1	REVISED DATE 2
	<i>Part H-Technical Specifications</i>				
	FDOT Standard Specifications	06/05/2015	Page H-2		
	Lee County Special Provisions	06/05/2015	Pages H-LCSP-1 TO H-LCSP-5		
	FDOT Special Provisions	06/05/2015	Pages H-FSP-1 TO H-FSP-12		
	Lee County Supplemental Specifications	06/05/2015	Pages H-SS-1 TO H-SS-24		
	FDOT Supplemental Specifications	06/05/2015	Pages H-FSS-1 TO H-FSS-21		
	Lee County Traffic Specifications	06/05/2015	Page H-TS-1		
	Lee County Utility Specifications	06/05/2015	Pages H-LCU-1 TO H-LCU-18		



July 28, 2015

John E. Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

Chris Tel Construction
Mr. Howard Wheeler
2534 A Edison Ave
Fort Myers, FL 33901

Subject: Liquidated Damages
RFQ140308 – CMAR Services for Estero Blvd Improvements
Amendment 1 to Phase II, Segment 1

Mr. Wheeler,

Utilizing the information provided by Lee County DOT as the scope of services included in Amendment 1, to Phase II, Segment 1, as Exhibit A, GMP – Scope of Services and Chris Tel Construction letter dated July 15, 2015, listing the Guaranteed Maximum Price (GMP) of \$10,124,091.25. With Substantial completion for Segment 1 of Phase II of 390 calendar days from issuance of Notice to Proceed.

Lee County BOCC is recommending that Liquidated Damages should be \$4,624.00 per day, which is consistent with the guidelines set by FOT pursuant to FS 337.18(2)

____ Yes, Chris Tel Construction agrees with Lee County’s Liquidated Damages for RFQ140308 – CMAR Services for Estero Blvd Improvements, to be set at \$4,624.00 per day.

____ No, Chris Tel Construction, does not agree with Lee County’s Liquidated Damages of \$\$4,624.00 per day and request they be set at \$ _____ per day.

Explanation of change: _____

Please check the appropriate above, sign and return to me via email; ahofschneider@leegov.com

Authorized Signature, Title Date

Sincerely,
Amy Hofschneider
Amy Hofschneider
Procurement Analyst

C: Rob Phelan, DOT Project Manager
Procurement File

LEE COUNTY CONSTRUCTION CONTRACT
PUBLIC PAYMENT AND PERFORMANCE BOND

1. Know all men by these presents, that **Chris Tel Construction, 2534 A Edison Ave, Fort Myers, FL 33901 (239) 226-0500 Fax 239-226-0503**, hereinafter referred to as the CONTRACTOR, as Principal, and _____, a corporation, licensed to do business in the State of Florida, hereinafter called SURETY, located at:

_____, are held and firmly bound unto the Lee County Board of County Commissioners, P O Box 398, Fort Myers, FL 33901, (239) 533-5450, a Political Subdivision of the State of Florida as "Owner", in the full and just sum of **Ten Million, One Hundred-Twenty Four Thousand, Ninety-One Dollars and Twenty-Five Cents (\$ 10,124,091.25**, lawful money of the United States of America, to the payment of which sum, will and truly to be made, the CONTRACTOR and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the CONTRACTOR has entered into a certain written Contract with the COUNTY as the OWNER, dated the _____ day of _____, 2015, for: Legal Description of project, - (Legal Description, (If Applicable) including Strap #), whose address is **Roadway work between Crescent Street and Lovers Lane** for the project known as **RFQ140308 CMAR Services for Improvements to Estero Blvd, Amendment 1, Phase II, Segment 1**, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof in its' entirety for the purpose of perfecting this bond.

3. NOW, THEREFORE, the conditions of this obligation are such that if CONTRACTOR shall fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations imposed by the Contract Documents (which includes the Notice to Bidders, Instruction to Bidders, Bid Proposal Form, General and Supplementary Conditions, Detail Specifications, Form(s) of Contract Bond(s), Plans and Specifications, Change Orders, and such alterations thereof as may be made as provided for therein), and shall promptly make payments to all claimants for any and all labor and materials used or reasonably required for use or furnished in connection with the performance of said Contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

3.1 The undersigned shall indemnify and save harmless the OWNER from and against all costs, expenses and damages, including litigation costs and attorneys fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said CONTRACTOR, his agents, servants or employees in the execution or performance of said Contract with the OWNER.

3.2 The undersigned shall promptly make payment(s) to all persons supplying services, labor, material or supplies used directly or indirectly by said CONTRACTOR, or any SubContractor or Sub-SubContractor, in the prosecution of the work provided for in said Contract with the OWNER.

CONSTRUCTION CONTRACT
PUBLIC PAYMENT AND PERFORMANCE BOND (CONTINUED)

3.3 The undersigned agree to promptly pay to the OWNER any difference between the sum to which the CONTRACTOR would be entitled for the completion of the contract including any damages, direct, liquidated or delay, which the OWNER may sustain by reason of failure of the CONTRACTOR to properly and promptly perform and abide by all of the provisions of said Contract, and any sum which the OWNER may be or was obligated to pay for the completion of said Work by the CONTRACTOR.

3.4 The undersigned SURETY covenants and agrees that change orders, extensions of time, alterations or additions to the terms of the Contract or the Work to be performed thereunder, or the specifications accompanying the same shall in no way effect their obligation on this Bond, and the SURETY does hereby expressly waive notice of any such changes, extensions of time, alterations or additions, so long as the fundamental nature of the work on the Project by the CONTRACTOR is not changed.

3.5 Subject to the OWNER'S priority, claimants covered by Section 713.01, Florida Statutes, shall have a direct right of action against the Principal and Surety under this obligation, after written notice is provided to the OWNER of the performance of labor or delivery of materials or supplies, and non-payment thereof. Any claimant who seeks to recover against the Principal or Surety under this obligation must also satisfy the notice requirements and time limitations of Section 255.05, Florida Statutes, as they may be revised from time to time.

4.1 The CONTRACTOR and the SURETY shall hold the County harmless from any and all damages, expenses and cost, or lawsuits, which may arise by virtue of any defects in said work or materials within the period of one (1) year from the date of OWNER'S express acceptance of the project, providing, however, that upon completion of the Work, the amount of this bond shall be reduced to ___% of the Contract Price.

5.1 This public payment and performance bond shall be governed by the laws, administrative rules, and regulations of the State of Florida. Any claims or suits instituted under this bond shall be governed solely by the laws of the State of Florida.

SIGNED and sealed this, the _____ day of _____, 20
CONTRACTOR, As Principal:

WITNESS

Firm Name

By: _____ (SEAL)

Signature

Signature

Type Name and Title

Type Name and Title

WITNESS: (if no Seal)

Signature

Type Name and Title

CONSTRUCTION CONTRACT
PUBLIC PAYMENT AND PERFORMANCE BOND (CONTINUED)

COUNTERSIGNED, as SURETY

Title

STATE OF _____)
COUNTY OF _____) SS
CITY OF _____)

Name

Address

City, State, Zip Code

AM Best, NAIC or FEIN Number

Power-of-Attorney Signature

BEFORE me, a Notary Public, duly commissioned, qualified and acting personally, appeared:

to me well-known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for _____, as Surety, and that he has been authorized by said Surety to execute the foregoing Public Payment and Performance Bond on behalf of the (CONTRACTOR) Principal named therein in favor of the OWNER.

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____
(Print or Type Name)

who has produced _____
(Type of Identification and Number)

as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

Date: July 21, 2015
To: Rob Phelan, P.E., Sr. Engineer
From: Mike Figueroa, Risk Program Manager
Subject: **RFQ140308 CM for Estero Blvd.: Insurance Requirements**

A request has been made to exclude Flood Insurance coverage along with windstorm and hail extensions from the Builder's Risk coverage. After a review of the type of construction taking place, this office has no issues waiving such coverage and/or extensions listed in this memo.

If there are any questions or you would like to discuss further, please do not hesitate to contact me at 239-533-2310.

risk managers
BEN FEW & COMPANY, INC.

Memo

Date: 7/17/15

To: Joe Pressler / Chris-Tel Construction

From: Linda Cohen

Subject: Road Improvements to Estero Blvd Project

Good Morning Joe,

Per our phone conversation regarding the builder's risk/inland marine policy for the above Road project. The insurance markets the broker went to all declined to include the wind and hail coverage in this policy. Below are a few who declined.

Catlin Insurance
RK Harrison Insurance
Markel Insurance

Also, regarding flood coverage, due to this project being Road Improvement work flood coverage is not applicable for a road project and can't be written.

Please let us know if you have any other questions.

Thank you,
Linda



Major Insurance Requirements

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:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 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:

\$1,000,000 combined single limit (CSL)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 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:

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

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



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.***

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.

Trade Bid Schedule Costs					
Pay Item	Description	Unit	Quantity	Unit Cost	Total Cost
General Work Items					
101-1	Mobilization	LS	1	\$ 133,641.00	\$ 133,641.00
101-	Storage Yard - Set Up, Maintain, Teardown & Restore	LS	1	\$ 50,000.00	\$ 50,000.00
101	Survey & Layout	LS	1	\$ 50,700.00	\$ 50,700.00
1190-10	As-Built Survey	LS	1	\$ 21,800.00	\$ 21,800.00
101-	Quality Control Testing	LS	1	\$ 140,725.00	\$ 140,725.00
101-	Pre-Construction Audio/Video	LS	1	\$ 6,500.00	\$ 6,500.00
110-	Selective Demolition - Private Property Encroachment in ROW	LS	1	\$ 25,000.00	\$ 25,000.00
MOT (Traffic, Pedestrian & Bike)					
102-1	Maintenance of Traffic - Vehicular (MOT)	LS	1	\$ 522,000.00	\$ 522,000.00
102-61	Business Signs	EA	65	\$ 76.00	\$ 4,940.00
102-	CMAR Pedestrian/Bike MOT (Ped/Bike)	LS	1	\$ 40,000.00	\$ 40,000.00
102-	CMAR On Call Ped/Bike/Flagman Crew (MOT - Traffic/Ped/Bike)	LS	1	\$ 72,000.00	\$ 72,000.00
102-14	Traffic Control Officer	MH	200	\$ 55.00	\$ 11,000.00
Roadway: Site Demolition, Earthwork					
102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	500	\$ 90.00	\$ 45,000.00
104-10-3	SEDIMENT BARRIER	LF	5,000	\$ 2.00	\$ 10,000.00
104-11	FLOATING TURBIDITY BARRIER	LF	525	\$ 10.00	\$ 5,250.00
104-18	INLET PROTECTION SYSTEM	EA	200	\$ 100.00	\$ 20,000.00
110-1-1	CLEARING AND GRUBBING (LUMP SUM)	LS	1	\$ 709,000.00	\$ 709,000.00
110-7	MAILBOX, REMOVE & REPLACE	EA	10	\$ 200.00	\$ 2,000.00
120-1	REGULAR EXCAVATION	CY	9,325.9	\$ 30.00	\$ 279,777.00
120-6	EMBANKMENT	CY	134.3	\$ 40.00	\$ 5,372.00
Storm Drainage & Utilities					
Storm Drainage					
425-11	DRAINAGE STRUCTURES - MODIFY	EA	8	\$ 719.25	\$ 5,754.00
425 1475	INLET, CURB, TYPE 7, PARTIAL	EA	1	\$ 420.00	\$ 420.00
425-1521	INLETS, DT BOT, TYPE C, <10'	EA	19	\$ 3,176.25	\$ 60,348.75
425 1525	INLETS, DT BOT, TYPE C, PARTIAL	EA	-	\$ 1,443.75	\$ -
425-1910	INLETS, CLOSED FLUME	EA	1	\$ 2,598.75	\$ 2,598.75
425 2 41	MANHOLES, P-7, <10'	EA	26	\$ 2,745.75	\$ 71,389.50
425 2 71	MANHOLES, J-7, <10'	EA	8	\$ 7,218.75	\$ 57,750.00
430-175-112	PIPE CULVERT,RCP,ROUND, 12" S/CD	LF	22	\$ 57.75	\$ 1,270.50
430-175-115	PIPE CULVERT,RCP,ROUND, 15" S/CD	LF	87	\$ 28.35	\$ 2,466.45
430-175-118	PIPE CULVERT,RCP,ROUND, 18" S/CD	LF	338	\$ 40.95	\$ 13,841.10
430-175-124	PIPE CULVERT,RCP,ROUND, 24" S/CD	LF	2,109	\$ 59.89	\$ 126,308.01
430-175-115	PIPE CULVERT,RCP,OTHER SHAPE- ELIP/ARCH 15"S/CD, 12"X18"	LF	108	\$ 49.39	\$ 5,334.12
430-175-130	PIPE CULVERT,OTHER SHAPE- ELIP/ARCH 30"S/CD, 24"X38"	LF	87	\$ 121.25	\$ 10,548.75
430-94-1	DESILTING PIPE, 0-24"	LF	500	\$ 13.65	\$ 6,825.00
430-94-2	DESILTING PIPE, 25-36"	LF	250	\$ 18.90	\$ 4,725.00

Trade Bid Schedule Costs					
Pay Item	Description	Unit	Quantity	Unit Cost	Total Cost
430-963-1	PVC PIPE FOR BACK OF SIDEWALK, 4"	LF	600	\$ 7.35	\$ 4,410.00
440-1-20	UNDERDRAIN, TYPE II	LF	20	\$ 288.75	\$ 5,775.00
443-70-4	FRENCH DRAIN, 24"	LF	2,688	\$ 178.50	\$ 479,808.00
Sanitary Sewer					
1000-10	8" PVC Gravity Main (SDR 26)	LF	207	\$ 23.10	\$ 4,781.70
1010-10	6" PVC C-900 Force Main (DR 14)	LF	18	\$ 21.00	\$ 378.00
1010-20	8" PVC C-900 Force Main (DR 14)	LF	23	\$ 52.50	\$ 1,207.50
1010-30	16" PVC C-905 Force Main (DR 18)	LF	5	\$ 443.10	\$ 2,215.50
1020-10	8" HDPE FM (DR 11) - Direct Bury	LF	1,045	\$ 52.50	\$ 54,862.50
1020-20	18" HDPE FM (DR 11) - Direct Bury	LF	5,990	\$ 170.08	\$ 1,018,779.20
1030-10	6" Plug Valve, complete	EA	1	\$ 3,465.00	\$ 3,465.00
1030-20	8" Plug Valve, complete	EA	1	\$ 4,042.25	\$ 4,042.25
1030-30	18" Plug Valve, complete	EA	6	\$ 18,900.00	\$ 113,400.00
1040-10	6"-8" Ductile Iron Fittings, MJ (tees, bends, reducers)	TN	0.45	\$ 47,250.00	\$ 21,262.50
1040-20	16"-18" Ductile Iron Fittings, MJ (tees, bends, reducers)	TN	7.19	\$ 29,400.00	\$ 211,386.00
1050-10	Air Release Valve (sanitary)	EA	12	\$ 7,507.50	\$ 90,090.00
1060-10	Sanitary Manhole	EA	1	\$ 8,662.50	\$ 8,662.50
1070-10	Replace MH Ring & Cover (Allowance)	EA	8	\$ 866.25	\$ 6,930.00
1070-20	Remove Existing MH Coating (Allowance)	EA	8	\$ 3,465.00	\$ 27,720.00
1070-30	Repair MH Bench & Invert (Allowance)	EA	8	\$ 2,887.50	\$ 23,100.00
1070-40	Detect & Repair Leaks in Existing MH (Allowance)	EA	8	\$ 7,218.75	\$ 57,750.00
1070-50	Provide & Install MH Liner/Coating (Allowance)	EA	8	\$ 7,218.75	\$ 57,750.00
1080-10	Sanitary MH, Remove	EA	1	\$ 2,887.50	\$ 2,887.50
1090-10	Sanitary MH, Adjust	EA	33	\$ 1,443.75	\$ 47,643.75
1100-10	Grout existing 6" FM	LF	1,058	\$ 21.00	\$ 22,218.00
1100-20	Grout existing 8" FM	LF	1,352	\$ 30.45	\$ 41,168.40
1100-30	Grout existing 16" FM	LF	5,995	\$ 36.75	\$ 220,316.25
1110-10	Remove Existing Gravity Sewer	LF	208	\$ 28.35	\$ 5,896.80
1120-10	Connect 8" HDPE FM to Gravity Sewer	EA	1	\$ 2,021.25	\$ 2,021.25
1130-10	Connect 8" PVC to existing MH	EA	2	\$ 719.25	\$ 1,438.50
1140-10	Cut-in Connection to existing 16" FM	EA	2	\$ 3,465.00	\$ 6,930.00
1140-20	Cut-in Connection to existing 8" FM	EA	1	\$ 1,155.00	\$ 1,155.00
1140-30	Cut-in Connection to existing 6" FM	EA	1	\$ 866.25	\$ 866.25
1150-10	6" Pressure Cleanout (Allowance)	EA	1	\$ 14,700.00	\$ 14,700.00
1160-10	6" Sanitary Cleanout (Allowance)	EA	20	\$ 719.25	\$ 14,385.00
1170-10	6" PVC sanitary sewer service - SDR 26 (Allowance)	LF	500	\$ 9.45	\$ 4,725.00
1180-10	Testing	LS	1	\$ 19,000.00	\$ 19,000.00

Trade Bid Schedule Costs					
Pay Item	Description	Unit	Quantity	Unit Cost	Total Cost
Roadway: Asphalt Paving					
285-707	Optional Base (Group 7) Type B-12.5 (5-1/2") (Crescent St.)	SY	117	\$ 72.77	\$ 8,514.09
285-711	OPTIONAL BASE, BASE GROUP 11, TYPE B-12.5 ONLY (7")	SY	15,878	\$ 47.37	\$ 752,140.86
327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	SY	2,841	\$ 3.46	\$ 9,829.86
331-2	TYPE S-I ASPHALTIC CONCRETE	TN	1,339.9	\$ 111.70	\$ 149,666.83
331-2	TYPE S-III ASPHALTIC CONCRETE	TN	1,078.5	\$ 117.56	\$ 126,788.46
331-2-C	Asphalt (S-III) (1-1/2") (Crescent St.)	TN	11.60	\$ 474.75	\$ 5,507.10
339-	Asphalt Pavement Patch	SY	1,000	\$ 75.00	\$ 75,000.00
339-	Temp Asphalt Shoulders - MOT	SY	10,800	\$ 21.00	\$ 226,800.00
339-	Temp Asphalt Pavements - MOT (Transitions)	TN	400	\$ 160.00	\$ 64,000.00
Sidewalks and Curbs					
520-1-10	CONCRETE CURB & GUTTER, TYPE F, MODIFIED	LF	1,021	\$ 12.75	\$ 13,017.75
520-2-4	CONCRETE CURB, TYPE D	LF	9,285	\$ 12.55	\$ 116,526.75
520-2-4	CONCRETE CURB, TYPE D, MODIFIED	LF	7,186	\$ 14.65	\$ 105,274.90
520-3	VALLEY GUTTER-CONCRETE	LF	964	\$ 12.90	\$ 12,435.60
522-2	CONCRETE SIDEWALK & DRIVEWAYS, 6" THICK	SY	7,954	\$ 30.24	\$ 240,528.96
527-2	DETECTABLE WARNINGS	SF	2,294	\$ 17.00	\$ 38,998.00
Concrete PaveDrain System					
526-1-1	PAVERS, ROADWAY, PAVEDRAIN SYSTEM W/6" STONE BED	SF	25,277.3	\$ 14.24	\$ 359,948.75
Electrical Conduits & Pull Boxes					
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH, 1-1/4"	LF	42,460	\$ 2.30	\$ 97,658.00
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH, 2"	LF	10,615	\$ 7.95	\$ 84,389.25
635-2-12	PULL & SPLICE BOX, F&I, 17"X30" COVER SIZE	EA	11	\$ 335.00	\$ 3,685.00
635-2-12	PULL & SPLICE BOX, F&I, 24"X36" COVER SIZE	EA	18	\$ 777.00	\$ 13,986.00
Pavement Markings and Signage					
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	4	\$ 375.00	\$ 1,500.00
700-1-12	SINGLE POST SIGN, F&I, GROUND MOUNT, 12-20SF	AS	11	\$ 1,278.00	\$ 14,058.00
700-1-50	SINGLE POST SIGN, RELOCATE	AS	35	\$ 193.00	\$ 6,755.00
700-1-60	SINGLE POST SIGN, REMOVE	AS	4	\$ 20.00	\$ 80.00
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS (WHITE)	EA	114	\$ 3.45	\$ 393.30
710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	24	\$ 22.00	\$ 528.00
711-11-101	THERMO,STD,WHITE,SOLID,6"	GM	2.58	\$ 5,105.00	\$ 13,170.90
711-11-123	THERMO,STD,WHITE,SOLID,12" FOR CROSSWALK & RNDABT	LF	3,047	\$ 2.05	\$ 6,246.35
711-11-124	THERMO, STD,WHITE,SOLID,18" FOR DIAGONALS & CHEVRONS	LF	603	\$ 3.50	\$ 2,110.50
711-11-125	THERMO,STD,WHITE,SOLID,24" FOR STOP LINE & CROSSWALK	LF	971	\$ 4.80	\$ 4,660.80
711-11-201	THERMO,STD,YELLOW,SOLID,6"	GM	2.09	\$ 5,105.00	\$ 10,669.45
711-11-231	THERMO,STD-OTHER SURFACES,YELLOW,10'-30',6"	GM	1.75	\$ 1,590.00	\$ 2,782.50
711-14-160	THERMO,PREFORMED, WHITE, MESSAGE, BICYCLE MESSAGE	EA	46	\$ 205.00	\$ 9,430.00
711-14-160	THERMO,PREFORMED, WHITE, MESSAGE	EA	20	\$ 249.00	\$ 4,980.00
711-14-170	THERMO,PREFORMED, WHITE, ARROWS	EA	10	\$ 187.00	\$ 1,870.00

**GMP Estimate Bid Item Schedule
 for
 Improvements to Estero Boulevard - Segment 1**

07-15-15

Trade Bid Schedule Costs					
Pay Item	Description	Unit	Quantity	Unit Cost	Total Cost
711-16-111	Thermoplastic Pvmt. Markings, Std., White, Solid 6"	NM	0.053	\$ 5,105.00	\$ 270.57
711-16-211	Thermoplastic Pvmt. Markings, Std., Yellow, Solid 6"	NM	0.073	\$ 5,105.00	\$ 372.67
711-16-231	Thermoplastic Pvt. Markings, Std., Yellow, Skip 6" (10-30)	GM	0.034	\$ 1,590.00	\$ 54.06
711	Existing Signs (Remove & Re-Install)	EA	56	\$ 70.00	\$ 3,920.00
711	Replace Street Name Sign Blades noted as D3 (Front & Back)	EA	60	\$ 93.00	\$ 5,580.00
	RRFB Signal Allowance	LS	1	\$ 50,000.00	\$ 50,000.00
Restoration and Landscape					
570-1-2	PERFORMANCE TURF (SOD)	SY	3,500	\$ 6.00	\$ 21,000.00
Subtotal					\$ 7,792,540.53
CM General Conditions Costs, Fee & Contingency					
CM General Conditions		NTE			\$ 886,240.00
GL Insurance		NTE			\$ 80,992.73
Builder's Risk		NTE			\$ 29,528.60
Payment & Performance Bond		NTE			\$ 62,657.14
Engineering Services, CEI & Public Notice / Information Services		NTE			By T.Y. LIN / DDAI
CMAR Contingency 5%		NTE			\$ 389,627.03
Owner Contingency 5%		NTE			\$ 389,627.03
CM Fees		NTE			\$ 492,878.19
Subtotal					\$ 2,331,550.71
GMP Estimate Cost Total					\$ 10,124,091.24



July 15, 2015

Mr. Robert K. Phelan, P.E.
Senior Engineer
Lee County Department of Transportation
1500 Monroe Street
Ft. Myers, FL 33901

RE: Improvements to Estero Boulevard – Segment 1

Dear Mr. Phelan:

Chris-Tel Construction is pleased to provide you with this GMP Cost Estimate for the proposed “Improvements to Estero Boulevard – Segment 1”. This GMP Cost Estimate was based upon the Bid Set Documents as prepared by T.Y. Lyn International, DDAI, Bid Schedule of Items and our Clarifications, Qualifications and Assumptions. The GMP Cost is as follows:

GMP Cost Estimate for Segment 1 is..... \$10,124,091.25

We have attached our GMP Cost Summary and GMP Cost Detailed Bid Schedule breakdown for your review. If you have any questions or need any additional information feel free to call.

Sincerely,
CHRIS-TEL CONSTRUCTION

Joe L. Pressler
Manager of Estimating

- Attachment:
- GMP Cost Summary Estimate dated 07-15-15
- GMP Cost Detailed Bid Schedule – Pay Items dated 07-15-15
- Clarifications, qualifications and Assumptions dated 07-15-15
- Enumeration of the Project Documents dated 07-15-15



Improvements to Estero Boulevard - Segment 1
GMP Cost Estimate 07-15-15

<i>Description</i>	<i>GMP Cost Estimate</i>	<i>5,729 LF of Road Costs</i>	<i>%</i>
General Work Items	428,366.00	75	4.23%
MOT (Traffic, Pedestrian & Bike)	649,940.00	113	6.42%
Roadway: Site Demo, Earthwork	1,076,399.00	188	10.63%
Storm Drainage & Utilities	2,972,707.28	519	29.36%
Asphalt Paving	1,418,247.20	248	14.01%
Sidewalks and Curbs	526,781.96	92	5.20%
Concrete PaveDrain System	359,948.75	63	3.56%
Electrical Conduits & Pull Boxes	199,718.25	35	1.97%
Pavement Markings and Signage	139,432.09	24	1.38%
Restoration and Landscape	21,000.00	4	0.21%
SUB TOTAL	7,792,540.53	1,360	76.97%
CM General Conditions	886,240.00	155	8.75%
GL Insurance (0.8%)	80,992.73	14	0.80%
Builders Risk Insurance	29,528.60	5	0.29%
Payment & Performance Bond Cost	62,657.14	11	0.62%
Permitting Fees By Owner	By Owner	-	0.00%
Engineer's Const. Admin. Support Services	By TY LIN	-	0.00%
Certifications to Agencies & Project Close-Out	By TY LIN	-	0.00%
CEI Services	By TY LIN	-	0.00%
Public Information Officer (Cella Molnar & Assoc.)	By TY LIN	-	0.00%
CMAR Contingency 5%	389,627.03	68	3.85%
Owner Contingency 5%	389,627.03	68	3.85%
C.M Fees 5.75%	492,878.19	86	4.87%
PROJECT TOTALS	10,124,091.25	1,767	100.00%



**GMP Estimate Bid Item Schedule
for
Improvements to Estero Boulevard - Segment 1**



07-15-15

Trade Bid Schedule Costs					
Pay Item	Description	Unit	Quantity	Unit Cost	Total Cost
General Work Items					
101-1	Mobilization	LS	1	\$ 133,641.00	\$ 133,641.00
101-	Storage Yard - Set Up, Maintain, Teardown & Restore	LS	1	\$ 50,000.00	\$ 50,000.00
101	Survey & Layout	LS	1	\$ 50,700.00	\$ 50,700.00
1190-10	As-Built Survey	LS	1	\$ 21,800.00	\$ 21,800.00
101-	Quality Control Testing	LS	1	\$ 140,725.00	\$ 140,725.00
101-	Pre-Construction Audio/Video	LS	1	\$ 6,500.00	\$ 6,500.00
110-	Selective Demolition - Private Property Encroachment in ROW	LS	1	\$ 25,000.00	\$ 25,000.00
MOT (Traffic, Pedestrian & Bike)					
102-1	Maintenance of Traffic - Vehicular (MOT)	LS	1	\$ 522,000.00	\$ 522,000.00
102-61	Business Signs	EA	65	\$ 76.00	\$ 4,940.00
102-	CMAR Pedestrian/Bike MOT (Ped/Bike)	LS	1	\$ 40,000.00	\$ 40,000.00
102-	CMAR On Call Ped/Bike/Flagman Crew (MOT - Traffic/Ped/Bike)	LS	1	\$ 72,000.00	\$ 72,000.00
102-14	Traffic Control Officer	MH	200	\$ 55.00	\$ 11,000.00
Roadway: Site Demolition, Earthwork					
102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	500	\$ 90.00	\$ 45,000.00
104-10-3	SEDIMENT BARRIER	LF	5,000	\$ 2.00	\$ 10,000.00
104-11	FLOATING TURBIDITY BARRIER	LF	525	\$ 10.00	\$ 5,250.00
104-18	INLET PROTECTION SYSTEM	EA	200	\$ 100.00	\$ 20,000.00
110-1-1	CLEARING AND GRUBBING (LUMP SUM)	LS	1	\$ 709,000.00	\$ 709,000.00
110-7	MAILBOX, REMOVE & REPLACE	EA	10	\$ 200.00	\$ 2,000.00
120-1	REGULAR EXCAVATION	CY	9,325.9	\$ 30.00	\$ 279,777.00
120-6	EMBANKMENT	CY	134.3	\$ 40.00	\$ 5,372.00
Storm Drainage & Utilities					
Storm Drainage					
425-11	DRAINAGE STRUCTURES - MODIFY	EA	8	\$ 719.25	\$ 5,754.00
425 1475	INLET, CURB, TYPE 7, PARTIAL	EA	1	\$ 420.00	\$ 420.00
425-1521	INLETS, DT BOT, TYPE C, <10'	EA	19	\$ 3,176.25	\$ 60,348.75
425 1525	INLETS, DT BOT, TYPE C, PARTIAL	EA	-	\$ 1,443.75	\$ -
425-1910	INLETS, CLOSED FLUME	EA	1	\$ 2,598.75	\$ 2,598.75
425 2 41	MANHOLES, P-7, <10'	EA	26	\$ 2,745.75	\$ 71,389.50
425 2 71	MANHOLES, J-7, <10'	EA	8	\$ 7,218.75	\$ 57,750.00
430-175-112	PIPE CULVERT,RCP,ROUND, 12" S/CD	LF	22	\$ 57.75	\$ 1,270.50
430-175-115	PIPE CULVERT,RCP,ROUND, 15" S/CD	LF	87	\$ 28.35	\$ 2,466.45
430-175-118	PIPE CULVERT,RCP,ROUND, 18" S/CD	LF	338	\$ 40.95	\$ 13,841.10
430-175-124	PIPE CULVERT,RCP,ROUND, 24" S/CD	LF	2,109	\$ 59.89	\$ 126,308.01
430-175-115	PIPE CULVERT,RCP,OTHER SHAPE- ELIP/ARCH 15"S/CD, 12"X18"	LF	108	\$ 49.39	\$ 5,334.12
430-175-130	PIPE CULVERT,OTHER SHAPE- ELIP/ARCH 30"S/CD, 24"X38"	LF	87	\$ 121.25	\$ 10,548.75
430-94-1	DESILTING PIPE, 0-24"	LF	500	\$ 13.65	\$ 6,825.00
430-94-2	DESILTING PIPE, 25-36"	LF	250	\$ 18.90	\$ 4,725.00



**GMP Estimate Bid Item Schedule
for
Improvements to Estero Boulevard - Segment 1**



07-15-15

Trade Bid Schedule Costs					
Pay Item	Description	Unit	Quantity	Unit Cost	Total Cost
430-963-1	PVC PIPE FOR BACK OF SIDEWALK, 4"	LF	600	\$ 7.35	\$ 4,410.00
440-1-20	UNDERDRAIN, TYPE II	LF	20	\$ 288.75	\$ 5,775.00
443-70-4	FRENCH DRAIN, 24"	LF	2,688	\$ 178.50	\$ 479,808.00
Sanitary Sewer					
1000-10	8" PVC Gravity Main (SDR 26)	LF	207	\$ 23.10	\$ 4,781.70
1010-10	6" PVC C-900 Force Main (DR 14)	LF	18	\$ 21.00	\$ 378.00
1010-20	8" PVC C-900 Force Main (DR 14)	LF	23	\$ 52.50	\$ 1,207.50
1010-30	16" PVC C-905 Force Main (DR 18)	LF	5	\$ 443.10	\$ 2,215.50
1020-10	8" HDPE FM (DR 11) - Direct Bury	LF	1,045	\$ 52.50	\$ 54,862.50
1020-20	18" HDPE FM (DR 11) - Direct Bury	LF	5,990	\$ 170.08	\$ 1,018,779.20
1030-10	6" Plug Valve, complete	EA	1	\$ 3,465.00	\$ 3,465.00
1030-20	8" Plug Valve, complete	EA	1	\$ 4,042.25	\$ 4,042.25
1030-30	18" Plug Valve, complete	EA	6	\$ 18,900.00	\$ 113,400.00
1040-10	6"-8" Ductile Iron Fittings, MJ (tees, bends, reducers)	TN	0.45	\$ 47,250.00	\$ 21,262.50
1040-20	16"-18" Ductile Iron Fittings, MJ (tees, bends, reducers)	TN	7.19	\$ 29,400.00	\$ 211,386.00
1050-10	Air Release Valve (sanitary)	EA	12	\$ 7,507.50	\$ 90,090.00
1060-10	Sanitary Manhole	EA	1	\$ 8,662.50	\$ 8,662.50
1070-10	Replace MH Ring & Cover (Allowance)	EA	8	\$ 866.25	\$ 6,930.00
1070-20	Remove Existing MH Coating (Allowance)	EA	8	\$ 3,465.00	\$ 27,720.00
1070-30	Repair MH Bench & Invert (Allowance)	EA	8	\$ 2,887.50	\$ 23,100.00
1070-40	Detect & Repair Leaks in Existing MH (Allowance)	EA	8	\$ 7,218.75	\$ 57,750.00
1070-50	Provide & Install MH Liner/Coating (Allowance)	EA	8	\$ 7,218.75	\$ 57,750.00
1080-10	Sanitary MH, Remove	EA	1	\$ 2,887.50	\$ 2,887.50
1090-10	Sanitary MH, Adjust	EA	33	\$ 1,443.75	\$ 47,643.75
1100-10	Grout existing 6" FM	LF	1,058	\$ 21.00	\$ 22,218.00
1100-20	Grout existing 8" FM	LF	1,352	\$ 30.45	\$ 41,168.40
1100-30	Grout existing 16" FM	LF	5,995	\$ 36.75	\$ 220,316.25
1110-10	Remove Existing Gravity Sewer	LF	208	\$ 28.35	\$ 5,896.80
1120-10	Connect 8" HDPE FM to Gravity Sewer	EA	1	\$ 2,021.25	\$ 2,021.25
1130-10	Connect 8" PVC to existing MH	EA	2	\$ 719.25	\$ 1,438.50
1140-10	Cut-in Connection to existing 16" FM	EA	2	\$ 3,465.00	\$ 6,930.00
1140-20	Cut-in Connection to existing 8" FM	EA	1	\$ 1,155.00	\$ 1,155.00
1140-30	Cut-in Connection to existing 6" FM	EA	1	\$ 866.25	\$ 866.25
1150-10	6" Pressure Cleanout (Allowance)	EA	1	\$ 14,700.00	\$ 14,700.00
1160-10	6" Sanitary Cleanout (Allowance)	EA	20	\$ 719.25	\$ 14,385.00
1170-10	6" PVC sanitary sewer service - SDR 26 (Allowance)	LF	500	\$ 9.45	\$ 4,725.00
1180-10	Testing	LS	1	\$ 19,000.00	\$ 19,000.00



**GMP Estimate Bid Item Schedule
for
Improvements to Estero Boulevard - Segment 1**



07-15-15

Trade Bid Schedule Costs					
Pay Item	Description	Unit	Quantity	Unit Cost	Total Cost
Roadway: Asphalt Paving					
285-707	Optional Base (Group 7) Type B-12.5 (5-1/2") (Crescent St.)	SY	117	\$ 72.77	\$ 8,514.09
285-711	OPTIONAL BASE, BASE GROUP 11, TYPE B-12.5 ONLY (7")	SY	15,878	\$ 47.37	\$ 752,140.86
327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	SY	2,841	\$ 3.46	\$ 9,829.86
331-2	TYPE S-I ASPHALTIC CONCRETE	TN	1,339.9	\$ 111.70	\$ 149,666.83
331-2	TYPE S-III ASPHALTIC CONCRETE	TN	1,078.5	\$ 117.56	\$ 126,788.46
331-2-C	Asphalt (S-III) (1-1/2") (Crescent St.)	TN	11.60	\$ 474.75	\$ 5,507.10
339-	Asphalt Pavement Patch	SY	1,000	\$ 75.00	\$ 75,000.00
339-	Temp Asphalt Shoulders - MOT	SY	10,800	\$ 21.00	\$ 226,800.00
339-	Temp Asphalt Pavements - MOT (Transitions)	TN	400	\$ 160.00	\$ 64,000.00
Sidewalks and Curbs					
520-1-10	CONCRETE CURB & GUTTER, TYPE F, MODIFIED	LF	1,021	\$ 12.75	\$ 13,017.75
520-2-4	CONCRETE CURB, TYPE D	LF	9,285	\$ 12.55	\$ 116,526.75
520-2-4	CONCRETE CURB, TYPE D, MODIFIED	LF	7,186	\$ 14.65	\$ 105,274.90
520-3	VALLEY GUTTER-CONCRETE	LF	964	\$ 12.90	\$ 12,435.60
522-2	CONCRETE SIDEWALK & DRIVEWAYS, 6" THICK	SY	7,954	\$ 30.24	\$ 240,528.96
527-2	DETECTABLE WARNINGS	SF	2,294	\$ 17.00	\$ 38,998.00
Concrete PaveDrain System					
526-1-1	PAVERS, ROADWAY, PAVEDRAIN SYSTEM W/6" STONE BED	SF	25,277.3	\$ 14.24	\$ 359,948.75
Electrical Conduits & Pull Boxes					
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH, 1-1/4"	LF	42,460	\$ 2.30	\$ 97,658.00
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH, 2"	LF	10,615	\$ 7.95	\$ 84,389.25
635-2-12	PULL & SPLICE BOX, F&I, 17"X30" COVER SIZE	EA	11	\$ 335.00	\$ 3,685.00
635-2-12	PULL & SPLICE BOX, F&I, 24"X36" COVER SIZE	EA	18	\$ 777.00	\$ 13,986.00
Pavement Markings and Signage					
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	4	\$ 375.00	\$ 1,500.00
700-1-12	SINGLE POST SIGN, F&I, GROUND MOUNT, 12-20SF	AS	11	\$ 1,278.00	\$ 14,058.00
700-1-50	SINGLE POST SIGN, RELOCATE	AS	35	\$ 193.00	\$ 6,755.00
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711-14-170	THERMO,PREFORMED, WHITE, ARROWS	EA	10	\$ 187.00	\$ 1,870.00



**GMP Estimate Bid Item Schedule
for
Improvements to Estero Boulevard - Segment 1**



07-15-15

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711	Replace Street Name Sign Blades noted as D3 (Front & Back)	EA	60	\$ 93.00	\$ 5,580.00
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Restoration and Landscape					
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Subtotal					\$ 7,792,540.53
CM General Conditions Costs, Fee & Contingency					
CM General Conditions		NTE			\$ 886,240.00
GL Insurance		NTE			\$ 80,992.73
Builder's Risk		NTE			\$ 29,528.60
Payment & Performance Bond		NTE			\$ 62,657.14
Engineering Services, CEI & Public Notice / Information Services		NTE			By T.Y. LIN / DDAI
CMAR Contingency 5%		NTE			\$ 389,627.03
Owner Contingency 5%		NTE			\$ 389,627.03
CM Fees		NTE			\$ 492,878.19
Subtotal					\$ 2,331,550.71
GMP Estimate Cost Total					\$ 10,124,091.24

**GMP COST ESTIMATE
LEE COUNTY DEPARTMENT OF TRANSPORTATION
IMPROVEMENTS TO ESTERO BOULEVARD – SEGMENT 1
CLARIFICATIONS, QUALIFICATIONS & ASSUMPTIONS**

The clarifications, qualifications and assumptions set forth in this exhibit form an integral part of the Contract to which it is attached and to the extent necessary modify all other exhibits, terms and conditions of the Contract that may be contradictory or that may set forth different requirements to be complied with by Contractor. Where materials, quantities, products and component parts are specified in this exhibit, they shall control over any contrary provisions contained in other exhibits. Where statements are made that information, items or services will be provided or furnished by Owner, they constitute exclusions or alterations from the work that is otherwise set forth in the other terms and conditions of the Contract and its exhibits. Where they state that items are not included it means that the Work will be completed without the inclusion of such item and that if required by Owner it will be the basis for a change order or construction change directive. Where site conditions are specified, assumed, or assumptions as to the basis for pricing are set forth, they control over any more comprehensively stated requirements in the body of the Contract terms and conditions and constitute a limitation on the extent of the Work to be performed for the GMP Cost Estimate or fixed price as the case may be.

DIVISION #1 – GENERAL REQUIREMENTS

1. All applicable Permit fees are the responsibility of the Owner. We have not included the costs for Permitting Fees. The only exception to this is the Dewatering permit and NPDES Notice of Intent which the Utility Contractor is responsible to obtain.
2. Primary utility service costs are the responsibility of the Owner.
3. The Builder's Risk Insurance is included, except for Windstorm and Hail coverages. The Insurance carrier excluded Windstorm and Hail coverages from the Builder's Risk Insurance policy because it is a road project. The Owner to be responsible for Builder's Risk insurance losses due to deductibles, exclusions or limits as per the Contract.
4. We have not included providing Flood Insurance. The Insurance carriers will not provide this coverage on a Road project.
5. Included in the proposal are a payment/performance bond and subcontractor bonds at the sole discretion of Chris-Tel Construction. The payment and performance bond cost is included for a one year warranty.
6. We have not included any costs for CEI or Public Information Officer. We understand that TY Lyn International has a separate agreement with the Lee County DOT for this scope of work.

GMP COST ESTIMATE
LEE COUNTY DEPARTMENT OF TRANSPORTATION
IMPROVEMENTS TO ESTERO BOULEVARD – SEGMENT 1
CLARIFICATIONS, QUALIFICATIONS & ASSUMPTIONS

7. All Chris-Tel Construction employees shall be billed based on the 'Exhibit D' Billable Rates. The billable rates include all labor, labor burden, and fringe benefits costs.
8. We have not included any requirements to comply with Davis Bacon Prevailing wage rates, Buy America, etc. if required by any part of your project funding sources.
9. We have included the Quality Control Testing as a cost of work item in lieu of a General Conditions cost item per Article 6.3.3 item 18 of our CMAR Phase II agreement.
10. We have included 3" of asphalt paving over compacted subgrade for the temporary M.O.T. shoulder pavement widening where shown.
11. We have not included any stabilized subgrade underneath the Pay Item 285-711 Optional Base, Base Group 11, Type B-12.5 Only (7").
12. If a thickened edge/curb is required per note for Pay Item 522-2 Concrete Sidewalk & Driveways, 6" Thick, Add of \$5.50 per lineal foot where it is required.
13. We have included providing the Concrete PaveDrain Pavers as a standard gray cement colored paver. We have not included any colors requiring white cement.
14. We have included an Allowance of \$50,000 to furnish and install any RRFB Signals as directed by Lee County DOT.

Improvements to Estero Blvd – Segment 1
ENUMERATION OF DOCUMENTS
07/15/2015

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	REVISED DATE 1	REVISED DATE 2
	<i>Roadway Plans Segment 1</i>				
1	Key Sheet	06/04/15			
2	General Notes	06/04/15			
3	Summary of Pay Items	06/04/15	06/18-Revised QTY's	06/18/15	06/25/15
4	Summary of Drainage Structures	06/04/15	06/18-Added Pipe, 06/25-Revised Structures & Quantities	06/18/15	06/25/15
5	Summary of Drainage Structures	06/04/15	Revised Structures & Quantities		06/25/15
6	Summary of Drainage Structures	06/04/15	06/18-Added Pipe, 06/25-Revised Structures & Quantities	06/18/15	06/25/15
7	Drainage Map	06/04/15			
8	Drainage Structure Data	06/04/15			
9	Roadway/Drainage Details	06/04/15	Remove Fabric MOD. STR. Access	06/18/15	
10	Typical Sections	06/04/15	Revised Sump & Pipe Alignment		06/25/15
11	Plan and Profile	06/04/15	Add Conc. Pad Detectable Warning Mat	06/23/15	
12	Plan and Profile	06/04/15	Added Sidewalk Ramps and Notes	06/18/15	
13	Plan and Profile	06/04/15	06/18-Modify Sidewalk Grades, Add Notes & Pipe, 06/25-Modify Structures, Added Pipe	06/18/15	06/25/15
14	Plan and Profile	06/04/15	06/18-Modify Sidewalk Grades, Add Trap, 6/25-Adjust MH, Modify Pipes	06/18/15	06/25/15
15	Plan and Profile	06/04/15	06/18-Modify Sidewalk & Grades, Add Trap, 06/25-Modify Structures, Pipes	06/18/15	06/25/15
16	Plan and Profile	06/04/15	Add Sidewalk Ramps, Add Trap	06/18/15	
17	Plan and Profile	06/04/15	06/18-Add Sidewalk Ramps, Add Trap, 06/25-Modify Structures, Pipes	06/18/15	06/25/15
18	Plan and Profile	06/04/15	06/18-Add Sidewalk Ramps, Add Trap & Cav Out, 06/25-Modify Structures, Pipes	06/18/15	06/25/15
19	Plan and Profile	06/04/15	06/18-Add Sidewalk Ramps, 06/25-Modify Structures, Pipes	06/18/15	06/25/15
20	Plan and Profile	06/04/15	06/18-Add Sidewalk Ramps, 06/25-Modify Structures, Pipes	06/19/15	06/25/15
21	Plan and Profile	06/04/15	Add Sidewalk Ramps	06/19/15	
22	Cross Sections	06/04/15			
23	Cross Sections	06/04/15			
24	Cross Sections	06/04/15			
25	Cross Sections	06/04/15			
26	Cross Sections	06/04/15			
27	Cross Sections	06/04/15			
28	Cross Sections	06/04/15			
29	Cross Sections	06/04/15			
30	Cross Sections	06/04/15			
31	Cross Sections	06/04/15			
32	Cross Sections	06/04/15			
33	Cross Sections	06/04/15			

**Improvements to Estero Blvd – Segment 1
 ENUMERATION OF DOCUMENTS
 07/15/2015**

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	REVISED DATE 1	REVISED DATE 2
34	Cross Sections	06/04/15			
35	Cross Sections	06/04/15			
36	Cross Sections	06/04/15			
37	Cross Sections	06/04/15			
38	Traffic Control Cross Sections	06/04/15			
39	Utility Adjustment Plan	06/04/15			
40	Utility Adjustment Plan	06/04/15			
41	Utility Adjustment Plan	06/04/15			
42	Utility Adjustment Plan	06/04/15			
43	Utility Adjustment Plan	06/04/15			
44	Utility Adjustment Plan	06/04/15			
45	Utility Adjustment Plan	06/04/15			
46	Utility Adjustment Plan	06/04/15			
47	Utility Adjustment Plan	06/04/15			
48	Utility Adjustment Plan	06/04/15			
49	Utility Adjustment Plan	06/04/15			
50	Utility Adjustment Plan	06/04/15			
	<i>Cross Section Enlarged</i>				
	Cross Section		Addendum 1	06/23/15	
	Cross Section		Addendum 1	06/23/15	
	Cross Section		Addendum 1	06/23/15	
	Cross Section		Addendum 1	06/23/15	
	Cross Section		Addendum 1	06/23/15	
	Cross Section		Addendum 1	06/23/15	
	Cross Section		Addendum 1	06/23/15	
	Cross Section		Addendum 1	06/23/15	
	Cross Section		Addendum 1	06/23/15	
	Cross Section		Addendum 1	06/23/15	
	Cross Section		Addendum 1	06/23/15	
U-1	<i>Lee County Utilities</i>	06/04/15			
U-2	Tabulation of Quantities	06/04/15			
U-3	Tabulation of Quantities	06/04/15			
U-4	Summary of Sanitary manholes	06/04/15			
U-5	Summary of Verified Utilities	06/04/15			
U-6	Project Layout	06/04/15			
U-7	Utility Notes and Typical Section	06/04/15			
U-8	Utility Plan and Profile Estero Blvd.	06/04/15			
U-9	Utility Plan and Profile Estero Blvd.	06/04/15			
U-10	Utility Plan and Profile Estero Blvd.	06/04/15			
U-11	Utility Plan and Profile Estero Blvd.	06/04/15			
U-12	Utility Plan and Profile Estero Blvd.	06/04/15			
U-13	Utility Plan and Profile Estero Blvd.	06/04/15			
U-14	Utility Plan and Profile Estero Blvd.	06/04/15			

Improvements to Estero Blvd – Segment 1
ENUMERATION OF DOCUMENTS
07/15/2015

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	REVISED DATE 1	REVISED DATE 2
U-15	Utility Plan and Profile Estero Blvd.	06/04/15			
U-16	Utility Plan and Profile Estero Blvd.	06/04/15			
U-17	Utility Plan and Profile Estero Blvd.	06/04/15			
U-18	Utility Plan and Profile Estero Blvd.	06/04/15			
U-19	Utility Plan and Profile Estero Blvd.	06/04/15			
U-20	Utility Plan and Profile Crescent St.	06/04/15			
U-21	Crossing Details	06/04/15			
U-22	Utility Details	06/04/15			
U-23	Utility Details	06/04/15			
GR-1	Roadway Soil Survey	06/04/15			
GR-2	Report of Core Borings	06/04/15			
GR-3	Report of Core Borings	06/04/15			
GR-4	Report of Core Borings	06/04/15			
GR-5	Report of Core Borings	06/04/15			
GR-6	Report of Core Borings	06/04/15			
GR-7	Report of Core Borings	06/04/15			
	<u>Lighting Plans</u>	06/04/15			
L-1	Key sheet	06/04/15			
L-2	General Notes	06/04/15			
L-3	Pole Data Legend	06/04/15			
L-4	Lighting Plans	06/04/15			
L-5	Lighting Plans	06/04/15			
L-6	Lighting Plans	06/04/15			
L-7	Lighting Plans	06/04/15			
L-8	Lighting Plans	06/04/15			
L-9	Lighting Plans	06/04/15			
L-10	Lighting Plans	06/04/15			
L-11	Lighting Plans	06/04/15			
L-12	Lighting Plans	06/04/15			
L-13	Lighting Plans	06/04/15			
L-14	Lighting Plans	06/04/15			
L-15	Lighting Plans	06/04/15			
		06/04/15			
	<u>Signage & Pavement Markings Plans</u>	06/04/15			
S-1	Key Sheet	06/04/15			
S-2	General Notes	06/04/15	0618-Added Notes, 06/25-Added Detail	06/18/15	06/25/15
S-3	Tabulation of Quantities	06/04/15	06/18-Added pay Item, Changed Qty's, 06/25-Revised Quantities	06/19/15	06/25/15
S-4	Signing and Paving Marking Plans	06/04/15	Added Markings & Detectable Warnings	06/18/15	
S-5	Signing and Paving Marking Plans	06/04/15	Added Signs, Markings, Detectable Warnings	06/18/15	

Improvements to Estero Blvd – Segment 1
ENUMERATION OF DOCUMENTS
07/15/2015

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	REVISED DATE 1	REVISED DATE 2
S-6	Signing and Paving Marking Plans	06/04/15	Added Signs, Markings, Detectable Warnings	06/18/15	
S-7	Signing and Paving Marking Plans	06/04/15	Modified Signs, Markings, Detectable Warnings	06/18/15	
S-8	Signing and Paving Marking Plans	06/04/15	Added Markings, Detectable Markings	06/18/15	
S-9	Signing and Paving Marking Plans	06/04/15	Added Markings, Signs, Detectable Warnings	06/18/15	
S-10	Signing and Paving Marking Plans	06/04/15	Added Markings, Signs, Detectable Warnings	06/18/15	
S-11	Signing and Paving Marking Plans	06/04/15	Added Markings, Signs, Detectable Warnings	06/18/15	
S-12	Signing and Paving Marking Plans	06/04/15	Added Markings, Signs, Detectable Warnings	06/18/15	
S-13	Signing and Paving Marking Plans	06/04/15	Added Markings, Signs, Detectable Warnings	06/18/15	
S-14	Signing and Paving Marking Plans	06/04/15	Added Markings, Signs, Detectable Warnings	06/18/15	
	<u>Survey-Segment 1</u>				
1	Topographic Survey	06/13/14	Addendum 1		
2	Topographic Survey	06/13/14	Addendum 1		
3	Topographic Survey	06/13/14	Addendum 1		
4	Topographic Survey	06/13/14	Addendum 1		
5	Topographic Survey	06/13/14	Addendum 1		
6	Topographic Survey	06/13/14	Addendum 1		
7	Topographic Survey	06/13/14	Addendum 1		
8	Topographic Survey	06/13/14	Addendum 1		
9	Topographic Survey	06/13/14	Addendum 1		
10	Topographic Survey	06/13/14	Addendum 1		
11	Topographic Survey	06/13/14	Addendum 1		
12	Topographic Survey	06/13/14	Addendum 1		
13	Topographic Survey	06/13/14	Addendum 1		
14	Topographic Survey	06/13/14	Addendum 1		
15	Topographic Survey	06/13/14	Addendum 1		
16	Topographic Survey	06/13/14	Addendum 1		
17	Topographic Survey	06/13/14	Addendum 1		
18	Topographic Survey	06/13/14	Addendum 1		
19	Topographic Survey	06/13/14	Addendum 1		
	<u>Addendum 1</u>				
	Contract Document, Bidding Documents	06/24/15			
	<u>Addendum 2</u>				
	Revised Pay Item List-Changes	06/25/15			

Improvements to Estero Blvd – Segment 1
ENUMERATION OF DOCUMENTS
07/15/2015

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Notes	REVISED DATE 1	REVISED DATE 2
	<i>Part H-Technical Specifications</i>				
	FDOT Standard Specifications	06/05/2015	Page H-2		
	Lee County Special Provisions	06/05/2015	Pages H-LCSP-1 TO H-LCSP-5		
	FDOT Special Provisions	06/05/2015	Pages H-FSP-1 TO H-FSP-12		
	Lee County Supplemental Specifications	06/05/2015	Pages H-SS-1 TO H-SS-24		
	FDOT Supplemental Specifications	06/05/2015	Pages H-FSS-1 TO H-FSS-21		
	Lee County Traffic Specifications	06/05/2015	Page H-TS-1		
	Lee County Utility Specifications	06/05/2015	Pages H-LCU-1 TO H-LCU-18		



John E. Manning
District One

Cecil L Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

(239) 533-5450

April 29, 2015

Chris-Tel Construction
Mr. Howard Wheeler
2534-A Edison Ave
Fort Myers, FL 33901

SUBJECT: RFQ140308 Construction Management Services for Estero BLVD Improvements, Segment One, Phase I – Pre Construction and Phase II, Segment One

ENCLOSURE (1): Executed Copy of CMAR Phase I and II

Dear Mr. Wheeler:

Enclosed please find your executed copy of the contract for the project known as "CM Services for Estero Blvd Improvements, Segment 1 – Phase 1 Pre Construction and Phase II".

This letter will act as your Notice to Proceed effective **April 29, 2015, for Phase I – Pre Construction Services**. Your contract number for this project is **7114** and must be on all invoices for this "Segment One".

If you should have any questions, please contact our office at the above number.

Sincerely,
PROCUREMENT MANAGEMENT

A handwritten signature in black ink that reads "Amy Hofschneider".

Amy Hofschneider
Procurement Analyst

C: Financeonbase@leeclerk.org
Rob Phelan, LCU Project Manager
Eileen Webster, DOT Fiscal Officer
Project File

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**CONSTRUCTION MANAGEMENT AT RISK
SEGMENT 1, PHASE 1
PRE-CONSTRUCTION SERVICES AGREEMENT**

THIS AGREEMENT (the "Agreement") is effective on the 7th day of April, 2015, by and between Lee County, a political subdivision and charter county of the State of Florida, acting by and through its BOARD OF COUNTY COMMISSIONERS, the governing body thereof, hereinafter referred to as the "County"; and, CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC. d/b/a CHRIS-TEL CONSTRUCTION, a Florida corporation, duly licensed to do business in the State of Florida, hereinafter referred to as the "Construction Manager" or "CMAR", (collectively referred to as the "parties").

WHEREAS, the County desires to construct the Improvements to Estero Boulevard located in Fort Myers Beach, within Lee County, Florida; and

WHEREAS, it is the best interest of the County to obtain professional construction management services from a professional Construction Manager At Risk (CMAR) to insure quality, timely and valued construction; and

WHEREAS, on May 30, 2014, the County, issued a Request for Qualifications, (RFQ140308), for CMAR for the construction of Improvements to Estero Boulevard (the "Project"); and

WHEREAS, CMAR submitted a Response to the RFQ (the "Response") and was thereafter short listed for interviews/presentations; and

WHEREAS, after the interviews/presentations were conducted, CMAR was deemed the most qualified for the performance of the services described in the RFQ, and CMAR's Response and RFQ are incorporated into and made a part of this Agreement; and

WHEREAS, CMAR represents that it possesses the requisite expertise and desires to enter into an agreement to act as CMAR to the County to provide the services as set forth herein; and

WHEREAS, the County Commission executes and enters into this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and compensation set forth herein the County and CMAR agree as follows:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

- 1.1 **Overview/Recitals**. This Agreement sets forth the terms and conditions pursuant to which CMAR will provide Construction Manager at Risk (CMAR) Services for the construction of Improvements to Estero Boulevard, as further detailed in this Agreement. The Recitals are incorporated into and made a part of this Agreement.

1.2 **Intention of County.** It is the intent of the County to describe in the Contract Documents a functionally complete Project to be constructed in accordance with the Contract Documents and in accordance with all codes and regulations governing construction of the Project. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied by CMAR whether or not specifically stated in this Agreement. Where words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether the reference be specific or by implication, will mean the latest standard specification, manual, code, laws or regulations in effect at the time of opening bids and CMAR will comply therewith. County will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

1.3 **Construction of the Agreement.** This Project is comprised of two phases:

1. **Pre-Construction Phase:** The provisions of this section apply only to the Pre-Construction Phase Services.
2. **Construction Phase:** The provisions of this section are only applicable to the Construction Phase Services and only become effective upon the County's execution of the GMP Amendment.

1.4 **Agreement Term.** The Agreement commences upon issuance of the Notice to Proceed, which will be issued subsequent to the execution of the Agreement by the County. The Agreement terminates upon notice by the County that the Agreement has been closed-out after Final Completion; or, as otherwise terminated by the County pursuant to the terms and conditions herein set forth.

1.5 **Definitions.**

Acceptance means the formal written acceptance by the County of the completed Work. Acceptance indicates that all of the Work required by the Contract or individual work orders issued are fully executed and completed in accordance to the Construction Documents so that no Work remains to be completed. No further performance of Work will be required except in regards to the correction of latent defects, gross mistakes, and fraud. Acceptance requires that all close-out documentation be fully completed, submitted, and approved.

Agreement means this Agreement, together with all documents incorporated herein by reference and the Contract Documents.

Agreement Time means the time period defined in this Agreement for the CMAR to complete the Pre-Construction Phase Services and submit the GMP Proposal, which may be amended to reflect the Construction Phase should the County accept the GMP Proposal.

Basis of Design means a specific manufacturer's product that is named, including the make or model number or other designation, establishing the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other manufacturers.

Change Order means a written document that is executed by the parties ordering a change in the Pre-Construction Fee, Contract Price/GMP or Agreement Time or a material change in the Work as determined by the Project Manager. A Change Order must comply with the Contract Documents.

Completion means the date, as certified by the Consultant and Project Manager in the Final Certificate of Payment, on which all conditions and requirements of any permits and regulatory agencies have been satisfied; the documents (if any) required to be provided by CMAR have been received by the Project Manager; and, to the best of Consultant's and Project Manager's information and belief, the Project has been fully completed in accordance with the terms and conditions of the Contract Documents.

Constructability means the creative, organized process of analyzing a project's drawings, specifications and other project documentation with a goal of minimizing design, detailing, and specification problems that might render the construction contract documents unbuildable or requiring addenda or Change Orders to make them buildable.

Construction Documents means the documents required to complete construction of the Project; and, includes the Construction Drawings, Technical Specifications, and Schedule of Values.

Construction Drawings mean those final approved drawings that comply with the design approved by the County and comply with the Technical Specifications prepared by T.Y. Lin International, dated (date to be established upon the completion of the plans); and incorporated by reference into the Scope of Work.

Construction Estimate means a cost estimate for the completion of the Work, or a phase or segment thereof, which includes all components of the cost of the Work, as well as the Construction Management Fees for the Project.

Construction Manager (or "CMAR") means Chris-Tel Company of Southwest Florida, Inc. d/b/a Chris-Tel Construction selected to provide services including, but not limited to, preparation of cost estimates, constructability reviews, value engineering, and assistance in systems life cycle cost analysis, estimating, scheduling, bidding, and submission of a GMP, as defined below, for construction, and construction management.

Construction Manager's Fees (or Construction Management Fees) means the Construction Phase fees to be negotiated with the CMAR for management of the General Conditions, Construction Management, overhead, and profit compensation as part of the GMP, as defined below.

Construction Phase Services means the services to be performed through the CMAR during the Construction Phase of the Project, including without limitation, the Construction Work and such other services as required by this Agreement or reasonably inferred herein.

Construction Work means all Work required by this Agreement for the Construction Phase of Project.

Consultant means the individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects or engineers that have entered into an agreement to provide professional services to the County for this Project.

Contract Documents means and includes the following: the Proposal submitted by the CMAR in response to the RFQ, as negotiated and accepted by the County; this Agreement and its Exhibits, Attachments, Forms, and Change Orders, Construction Documents; any Addenda to the RFQ; the Payment and Performance Bond; the Notice of Award; the Notices to proceed; the Purchase Orders; and, all agreed upon modifications issued after execution of the Agreement. Collectively, the documents are referred to as the Contract Documents. In the event of any inconsistent or incompatible provisions in the Contract Documents, the following order of document precedence will control: (a) Change Order; (b) an amendment to this Agreement; (c) this Agreement (excluding the RFQ and CMAR's Response); (d) the Scope of Work; (e) the Technical Specifications set forth in the Scope of Work; (f) Design Plans set forth in the Scope of Work; (g) the RFQ solicitation package; and, (h) the CMAR's RFQ response.

Contract Price means the amount established in the Contract as the Guaranteed Maximum Price (GMP), as may be amended by Change Order.

County means Lee County, Florida, a political subdivision of the State of Florida. In all respects hereunder, County's performance is pursuant to the County's capacity as Owner of the Project. In the event the County exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, or authority as a governmental body will not be attributable in any manner to the County as a party to this Agreement. For the purposes of this Agreement, "County", without modification, means the Lee County Board of County Commissioners or County Commission.

County Commission means the legislative body of the Lee County.

County Manager means the duly appointed chief administrative officer of Lee County.

County Contingency means the dollar amount or percentage included in the Guaranteed Maximum Price (GMP) to be used by the CMAR, with the County's written approval, for: (a) changes requested by the County in the Construction Documents; or (b) unforeseen conditions during construction. Any unused amount of the County Contingency at Final Completion vests to the County.

Cure means the action taken by the CMAR promptly after receipt of written notice from the County of a breach of the Agreement for the Work, which will be performed at no cost to the County, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Agreement affected by the breach, or to otherwise make good and eliminate the breach, including, without limitation, repairing, replacing, or correcting any portion of the Work or the Project site disturbed in performing the cure.

Cure Period means the period of time in which the CMAR is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of written notice to Cure from the County identifying the deficiencies and the time to Cure.

Early Work means Construction Phase Services that must be performed in advance of establishment of the GMP, without exceeding a not to exceed budget, a not to exceed guaranteed maximum price, or a fixed price ("Early Work Price") to be stated in the Early Work Authorization, which will be approved pursuant to a Change Order.

Final Completion means the date when all punch list items are completed, including all closeout requirements and submittals, and approval by the Consultant is given to the County in writing. Final Completion is not accepted until approved by the County.

Final Completion Date Certain means the date on which the CMAR must have achieved Completion of the Pre-Construction Phase Services as defined in Article 3 herein, and is a material term of this Agreement, subject to modification only under the terms of this Agreement.

Force Majeure means an event beyond the control of the CMAR which prevents it from complying with any of its obligations under this Contract, including, but not limited to, acts of God (such as, but not limited to, fires, explosions, hurricanes and floods); war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; strikes, lock outs or disorder; or acts or threats of terrorism.

General Conditions means the provision of facilities or performance of Work by the CMAR for items at cost and including:

- a. Wages of construction workers directly employed by CMAR to perform the construction of the Work at the project site or at off-site workshops;
- b. Wages or salaries of the CMAR's supervisory, technical, and administrative personnel who are stationed at the project site;
- c. Wages and salaries of CMAR's supervisory and administrative personnel engaged at factories, workshops, or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work;
- d. Wages and salaries of CMAR's supervisory, technical, and administrative personnel, when assigned to and specifically working on this Project in the CMAR's administrative or home offices, charged without mark-up.;
- e. The parties hereby establish a Fringe Benefits rate of 0% expressed as a percentage of Direct Salaries, provided such markup applies only to those wages and salaries included in the General Conditions (Note: Wages will be limited to the amounts identified on the Wage Sheet based upon General Conditions provisions stated in (a) through (d) above and attached as Exhibit C);
- f. Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities (including project field offices, furniture and fixtures), all temporary utilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by CMAR at the Project site and fully consumed in the performance of the Work; and, costs less salvage value on such items if not fully consumed, whether sold to others or retained by CMAR;
- g. Rental charges, at standard industry rates for the area, for temporary facilities, machinery, vehicles, equipment, and hand tools not customarily owned by the construction workers, which are provided by CMAR at the Project site, whether rented from CMAR or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from CMAR or others, must be provided;
- h. Cost of clean-up on the Project sites, and removal and proper disposal of debris from the Project sites;
- i. Costs of long distance telephone calls, cellular telephone calls, Internet service, postage and parcel delivery charges, telephone service at the Project site, progress photographs and videos, office supplies, first aid supplies, and related miscellaneous costs reasonably incurred in direct support of the Work at the Project location;

- j. That portion of the reasonable travel and subsistence expenses of CMAR's personnel, assigned to the Project site, incurred while traveling outside of the Lee County area in discharge of duties connected with the Work, excluding required local travel to and from the site of the Work;
 - k. Temporary living and travel expenses of employees who are not relocated, but assigned to the Project, if specifically approved by the County;
 - l. Cost of reproducing and printing;
 - m. Sales, use, or similar taxes imposed by a governmental authority that are related to the Work and for which CMAR is liable;
 - n. Fees and assessments for the building permit and for other permits, licenses and inspections for which CMAR is required by the Contract Documents to pay;
 - o. Fees of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of this Agreement;
 - p. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents;
 - q. Deposits lost for causes other than CMAR's fault or negligence;
 - r. Legal, mediation and arbitration costs, other than those arising from disputes between County and CMAR, reasonably incurred by CMAR in performance of the Work and with County's prior written consent;
 - s. Cost of Partnering;
 - t. Cost of site safety and security, with the exception of traffic safety for the Project sites, as may be required;
-
- u. Cost of documentation, inspection and testing as required by the Contract Documents or the Construction Documents and Specifications;
 - v. Bonds and insurance premiums as required by Contract (except the Payment and Performance Bonds will be invoiced separately as 'pass through costs');
 - w. Cost to protect the Work and adjacent property from loss and damage.

Guaranteed Maximum Price (GMP) means the sum agreed to between the CMAR and the County and set forth in the GMP Amendment as the maximum total Project Price that the CMAR guarantees not to exceed for the Construction Phase of the Project and for all services under this Agreement. The County reserves the rights to request the submission of the GMP proposal to reflect one or more stages of construction.

GMP Amendment means the GMP Proposal, as may be amended and accepted by the County, at its sole discretion. The GMP Amendment will automatically become incorporated into the Agreement upon execution by the County and CMAR and will establish, among other things, the GMP, the names of the CMAR's on-site management and supervisory personnel for the Project, and the Agreement Time for the Work.

GMP Proposal means a proposal for completing the Work, which will be submitted based on the Construction Documents for the Project. The proposal must include the GMP for the construction of the Project once it has been accepted by the County based upon the Contract Documents, and Memorandum of Changes. However, the County has no obligation to accept the GMP Proposal.

Inspector means an employee or consultant of Lee County, Florida, assigned by the Department Director to make observations of work performed by any party performing Work on the Project.

Materials means Materials incorporated in this Project, or used or consumed in the performance of the Work.

Memorandum of Changes means the notification provided to the County and the Consultant by the CMAR at the times specified in this Agreement that recommends changes based on the Value Engineering and Constructability reviews.

Notice to Proceed means written notice or directive issued by the Procurement Director or County's Project Manager acknowledging that all conditions precedent have been met and directing that the CMAR may commence Work on the Project or a specific task of the Project.

Performance Testing means those tests conducted in accordance with the acceptance performance criteria specified by the County. No Project will be certified as substantially complete for purposes of the Substantial Completion requirement under this Agreement until all acceptance criteria as specified in the Scope of Work are satisfied.

Pre-Construction Fee means the not-to-exceed fixed fee amount payable to the CMAR for the Work performed during the Pre-Construction Phase related to the Project. The fee includes all direct and indirect costs incurred by the CMAR in the proper performance of the review of design, bid, and award services.

Pre-Construction Phase Services means the services the CMAR will perform for the design phase of the Agreement and culminates with the exercise by County of one of the County's options regarding the GMP proposal. The County reserves the right to request one or more Pre-Construction Phase Services proposals reflecting the stages of the Project.

Pre-Construction Work means all Work required by this Agreement during the Pre-Construction Phase of the Project.

Professional Services means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as applicable, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor or mapper in connection with his or her profession's employment or practice.

Progress Report means a monthly progress report to be prepared by CMAR containing the following: (a) listing of actual costs for completed activities and estimates for uncompleted tasks; (b) identification of variances between actual and budgeted or estimated costs; (c) the updated Project Schedule; (d) progress photos; (e) executive summary; and, (f) a discussion of pending items and existing or anticipated problems.

Project means the construction, alteration, or repair, and all service and incidents thereto, of public facilities for Improvements to Estero Boulevard Project RFQ140308, as contemplated and budgeted by the County, including the Work described herein.

Project Manager means an employee of Lee County, expressly designated as Project Manager in writing by the Department Director, who is the representative of the County concerning the Contract Documents.

Project Schedule means the Schedule prepared by the CMAR, and approved by the County and a scheduling consultant retained by the County, using a critical path method, as updated monthly, which identifies, coordinates, and integrates the design and construction schedules for the development of the Project. The Preliminary Project Schedule is attached.

Punch List means the list of items, prepared in connection with the inspection of the Project by the County's Project Manager, the County's Inspector, and the Consultant in connection with Substantial Completion of the Work or a portion of the Work, which the County's Project Manager, Inspector, or Consultant has designated as remaining to be performed, completed, or corrected before the Work will be accepted by the County. The preparation of a complete Punch List, as agreed by the County and Consultant, for the area or building to be occupied by the County is an absolute condition precedent to the County's occupancy of any portion of the Project and such Punch List will always include, whether specifically stated in the list or not, the Acceptance Performance Criteria.

RFQ (Request for Qualifications) means the official documents setting forth information and requirements; contract forms, bonds, and certificates; general and supplementary conditions of the Contract Documents; the specifications; and, the plans and drawings of the Project.

Schedule of Values means the detailed schedule of the cost of material, the cost of labor, the cost of equipment, and the cost of subcontractor Work for the Project.

Scope of Work means the Work as defined and described in Article 2 of this Agreement.

Shop Drawings are drawings, diagrams, schedules and other product data specifically prepared for the Work by the CMAR or a Sub-Contractor, sub-Sub-Contractor, manufacturer, supplier or distributor to illustrate the specific requirements for some portion of the Work. The Construction Drawings may not be used as Shop Drawings.

Subcontractor means a person, firm, or corporation having a direct contract with the CMAR, including one who furnishes material worked to a special design according to the RFQ for this Work, but does not include a person, firm, or corporation merely furnishing material not so worked.

Substantial Completion means that date on which, as certified in writing by Consultant, the Work, or a portion thereof designated by the Project Manager in his/her sole discretion, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied, the County or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects for its intended purpose, and CMAR has demonstrated through specified performance testing that all parts and systems operate as required meeting all Acceptance Performance Criteria. A Certificate of Substantial Completion must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof is not to be determinative of the achievement or date of Substantial Completion.

Substantial Completion Date Certain means the date on which the CMAR must have achieved Substantial Completion as defined in Article 3 herein, and is a material term of this Agreement, subject to modification only under the terms of this Agreement.

Surety means the surety company or individual that is bound by the Performance bond and Payment bond with and for CMAR who is primarily liable. The bound surety company or individual is responsible for CMAR's acceptable and timely performance of the Work under the contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes, as amended from time to time.

Technical Specifications mean the versions of those plans and specifications agreed to between the County and the CMAR. Specifically, the design specifications, plans, and technical information concerning the detailed requirements for the Project dated (date to be established upon the completion of the same), 2015, prepared by T.Y. Lin International (project no. 5087) and incorporated by reference into the Scope of Work.

Total Contract Price means the total amount established in the Phase I Agreement as the not-to-exceed price for the Pre-Construction Fee plus the amount established in the Phase II Agreement as the GMP, as modified by properly approved change orders. The Total Contract Price constitutes the limit on the total compensation that may be due and payable, as agreed, to the CMAR.

Work means the totality of the obligations, including construction and other services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment, and service provided or to be provided by CMAR to fulfill CMAR's obligations. The Work may constitute the whole or a part of the Project.

Written Notice will be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last known business address. Electronic, facsimile (FAX), or other telephonic transmission will not be considered as written notice.

ARTICLE 2 **SCOPE OF WORK**

The CMAR will furnish professional Construction Management at Risk Services (Pre-Construction – Phase I) for the Project described below, and Scope of Work shown below and attached in Exhibit A, upon issuance of the Notice to Proceed by the County Project Manager.

- 2.1 CMAR hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all services described in Articles 1 through 28, including the proposal of a Guaranteed Maximum Price (GMP), for the Project for RFQ140308, based on the Construction Drawings and Specifications prepared by T.Y. Lin International. ("Consultant").

The scope of work defining Pre-Construction Services to be provided by the CMAR and accepted by the County for this Project (incorporated herein by reference), is generally as follows:

2.2 **Scheduling**

- (a) The CMAR must develop a Detailed Project Schedule, utilizing Critical Path Method (CPM) logic sequencing, reflecting the design (remaining portion thereof) and construction of the overall Project.

- (b) The CMAR must utilize the completed Detailed Project Schedule, to develop a Project Control Schedule, which will be presented in a bar graph format. The purpose of the Project Control Schedule is to summarize the information contained in the CPM schedule in order to provide the project team with a management tool and an overall project visual aid to easily determine the schedule and status of the total project. The information derived from these two schedules will become part of the CMAR's management plan as developed by the CMAR.
- (c) CMAR must update on a monthly basis both the Detailed Project Schedule and the Project Control Schedule throughout the term of the Pre-Construction and Construction Phases of the Project as part of the CMAR's management activity.

2.3 Constructability Review

- (a) The CMAR must review and evaluate Design Development documents (if applicable) for clarity, consistency, completeness, and ease of construction in order to achieve the overall objective of the Project.
- (b) CMAR's review of the design documents will include the following activities:
 - 1. Preparing a Master Checklist to be used as a guide for reviewing each technical discipline.
 - 2. Conducting reviews by preparing a "mark-up" set of documents and a list of comments corresponding to the "mark-up."
 - 3. Preparing and presenting a written report of constructability problems and concerns, including:
 - a. recommendations
 - b. checklist and comments
 - 4. Attending workshop meetings with the Consultant and the Project Manager to review proposed changes and recommending the changes, which are to be implemented for the Project.
 - 5. Verifying and conducting final review of changes to the construction documents.

2.4 In addition to all other obligations under this Agreement, throughout the Preconstruction Phase of the Project, the CMAR will provide CM Services, generally consisting of coordinating and managing the building process as an independent contractor, in cooperation with the County, County's Project Manager, Consultant, and other designated Project consultants. CM Services include, but are not limited to:

- 2.4.1 Providing all Pre-construction Phase Services; developing and delivering schedules, preparing construction estimates, performing constructability review, analyzing alternative designs, studying labor conditions, coordinating and communicating the activities; continuously monitoring the Project schedule and recommending adjustments to ensure completion of the Project in the most expeditious manner possible;
- 2.4.2 Working with the County, County's Authorized Representative, and the Consultant to analyze the design, participate in decisions regarding construction materials, methods, systems, phasing, and costs, and suggest modifications to achieve the goals of providing the County with the highest quality Project within the budget, GMP and schedule;
- 2.4.3 Providing Value Engineering ("VE") services ongoing through the Project. CMAR will develop cost proposals, in the form of additions to or deductions from the GMP, including detailed documentation to support such adjustments and submit such proposals to County for its approval. CMAR will actively participate in a formal VE study anticipated to be held at the end of the Design Development phase. CMAR acknowledges that VE services are intended to improve the value received by County with respect to cost reduction or life cycle of the Project;
- 2.4.4 Holding and conducting periodic meetings with the County and the Consultant to coordinate, update, and ensure progress of the Work;
- 2.4.5 Cooperating with any and all consultants hired by County;
- 2.4.6 Incorporating inspection agents' activities into the Project schedule and coordinating Subcontractors required to participate in the commissioning and inspection process;

2.5 Cost Estimating

- 2.5.1 The CMAR will be responsible for preparing Construction Cost Estimates for each phase or segment of the Work. The Project Manager will have the option of reducing the number of estimates depending on the percentage of the construction documents that is complete by the time this Agreement is executed.
- 2.5.2 The CMAR must prepare Construction Cost Estimates at the end of Completion of the Construction Documents. The purpose of the Construction Cost Estimates is to verify the County's ability to complete the Project within the established construction budget. The cost information derived from this estimate must directly relate to the CMAR's recommendations in the Constructability and Value Engineering evaluation relative to ways to reduce or control costs.

2.6 **Value Engineering**

As a result of the CMAR's Constructability Review or Construction Cost Estimate, and in order to reduce or control costs, the CMAR must review the structural, architectural, mechanical, electrical and plumbing systems, instrumentation and control systems, and elements of the Project's design as well as materials, product specifications, and construction sequencing. Based on this analysis, CMAR will make cost/performance recommendations for the Project Manager's and Consultant's consideration. The CMAR must prepare its recommendation in the form of a written report to be presented to the project team.

2.7 **Guaranteed Maximum Price (GMP)**

CMAR must prepare a GMP pricing proposal, consistent with the definitions set forth in this Agreement. The GMP pricing proposal will reflect the Design Plans and Technical Specifications set forth in the Scope of Work for the Project and must be based on subcontractor bids secured by the CMAR.

- (a) The CMAR must present the GMP in writing to the County.
- (b) The final GMP must include all pricing documents as set forth in all relevant Articles of this Agreement. The CMAR shall make subcontractor price proposals available to the County for review upon request, as well as its bid tabulation for comparison and recommendation.
- (c) Within each estimate the CMAR will itemize the County's Contingency to identify the amount of risk at that stage of the Project due to the quality and completeness of the construction documents used to generate the estimate. This number will be carried so that a GMP Amendment can be signed at any point during the Preconstruction Phase of the Project.

ARTICLE 3
TERM AND TIME OF PERFORMANCE

- 3.1 The term of the Pre-Construction Services Phase of this Agreement begins on the date it is fully executed by both parties and ends on the later of: (1) commencement of the term of the Construction Services Agreement (Phase II of the CMAR Agreement) as executed by the County and the CMAR for RFQ140308; (2) the issuance of all final or necessary permits for the commencement of construction; or, (3) the County's issuance of a Notice To Proceed on the Guaranteed Maximum Price (GMP); unless terminated in accordance with Article 8. The County will have the authority to extend the term of the Pre-Construction Phase of this Agreement for a specific period of time only when an extension of time is necessitated and approved by the County. Any extension must be accomplished by an amendment to this Agreement in accordance with the "AMENDMENTS" provisions stated in Article 24 herein.
- 3.2 All duties, obligations, and responsibilities of CMAR required by this Agreement must be completed no later than the time specified in section 3.1 above. Time will be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.
- 3.3 At or before the above referenced completion date for this Agreement the CMAR, following completion of cost estimating, value engineering, and other services set forth in Article 2 will tender to the County a written Guaranteed Maximum Price (GMP) for final completion of this Project. The County, by and through the Procurement Director, the Project Manager, and other County personnel, will have the opportunity to negotiate the amount of the GMP with the CMAR. In the event a GMP that is satisfactory to County's personnel in their reasonable discretion is not agreed upon in writing within 30 days of the tender of GMP, the County reserves the right to terminate this Agreement for convenience and the CMAR will immediately tender all documents, in accordance with the applicable provisions of this Agreement. The CMAR will have no recourse from this termination and the County may take such documents, as defined, and commence negotiations with the second and third ranked firm, respectively. Conditions precedent to a GMP Amendment for this Project are the satisfactory final completion of Phase I and an agreed upon GMP.
- 3.4 The CMAR shall not be considered in breach of this Contract to the extent that performance of its obligations is prevented by an event of Force Majeure. To the extent the CMAR is prevented from carrying out its obligations hereunder, it shall give notice to the County of an event of Force Majeure upon it being foreseen by, or becoming known to, the CMAR. If and to the extent the CMAR is prevented from performing the Work by the event of Force Majeure, the CMAR shall be relieved of its obligations to provide the Work but shall endeavor to continue to perform its obligations under the Contract so far as reasonably practicable. If and to the extent the CMAR suffers a delay in the performance of the Work as a result of the event of Force Majeure, then it shall be entitled to an extension for the time for completion set orth in section 3.1 above. The time for completion of the Work shall be extended by a period of time equal to the period of interruption caused by an event of Force Majeure.

ARTICLE 4 **COMPENSATION**

- 4.1 County agrees to pay CMAR, in the manner specified in Article 4.2, a Pre-Construction Fee in an amount not-to-exceed Two Hundred Fifty-Seven Thousand Dollars (\$257,000.00) for the Work actually performed and completed pursuant to this Agreement, which amount will be accepted by CMAR as full compensation for all Pre-Construction Services Work. It is acknowledged and agreed by CMAR that this amount is the maximum payable and constitutes a limitation upon County's obligation to compensate CMAR for its Pre-Construction Services related to the Scope of Services set forth in the RFQ and in this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CMAR's obligation to perform all items of Work required by, or which can be reasonably inferred from, the Scope of Services.
- 4.2 The Pre-Construction Fee will be paid out in accordance with the percentage amount for each identified task as set forth in Attached Exhibit B, subject to compliance with all provisions of this Article 4.
- 4.3 It is understood that the method of compensation is that of a Not-to-Exceed Sum, which means the CMAR will perform all services set forth in the RFQ, and in this Agreement, for the established Pre-Construction Fee, which includes all reimbursable expenses.
- 4.4 **Method Of Billing And Payment**
- 4.4.1 CMAR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices must include the phase of the services for which the invoice is submitted along with detail regarding the tasks or services performed for that phase. An original invoice, plus one copy are due within 15 days of the end of the month, except the final invoice, which must be received no later than 60 days after this Pre-Construction Services Agreement expires. Invoices must designate the nature of the services performed and the expenses incurred. The CMAR will provide backup for each payment application that includes a breakdown of labor hours, materials, etc. to justify the reimbursement being requested.
- 4.4.2 County will pay CMAR within 30 calendar days of receipt of CMAR's proper payment request. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted in the form and pursuant to instructions prescribed by Project Manager. Payment may be withheld for failure of CMAR to comply with a term, condition, or requirement of this Agreement. County will notify CMAR in writing within 10 calendar days of receipt of CMAR's payment request as to the nature of any failure of CMAR to comply with a term, condition, or requirement of this Agreement.

- 4.4.3 If upon execution of an Early Work Authorization, as contemplated in the Construction Phase, the Pre-Construction Services are not complete, the CMAR is to submit separate payment applications for Pre-Construction Phase Services and Construction Phase Services.
- 4.4.4 In no event may the Total Contract Price, which includes compensation for Pre-Construction Phase Services plus the cost of Construction Phase Services along with all other costs and fees authorized under the Agreement, exceed the agreed GMP plus the established Pre-Construction Fee.
- 4.5 Payment will be made to CMAR at:
- Chris-Tel Construction
2534-A Edison Avenue
Fort Myers, Florida 33901
- 4.6 **Sales Tax Recovery**
- 4.6.1 Florida Statutes (FS) s. 212.08(6) and Florida Administrative Code (FAC) Rule 12A-1.094 provide the County with an opportunity to recover the sales tax, otherwise deemed payable by the CMAR or subcontractor, on the purchase of tangible personal property prior to the time it is affixed or incorporated into the County's real property as part of a public works project. In the event of a conflict with this section, the provisions of FS s. 212.08 and FAC Rule 12A-1.094 will control.
- 4.6.2 The Procurement Director, in consultation with the Project Manager (and the County Attorney's Office as necessary) will be responsible to determine whether the substance of a particular transaction is a taxable sale to or use by a contractor, or an exempt direct sale to the County, based upon all of the facts and circumstances surrounding the transaction as a whole.
- 4.6.3 The following criteria, which govern the status of the tangible personal property prior to its affixation to the County's real property, will be used to determine whether the County rather than a contractor (or subcontractor) is the purchaser of materials:
1. Direct Purchase Order. The County must issue its purchase order directly to the vendor supplying the materials the CMAR will use and provide the vendor with a copy of the County's Florida Consumer Certification of Exemption.
 2. Direct Invoice. The vendor's invoice must be issued to the County, rather than to the CMAR.

3. Direct Payment. The County must make payment directly to the vendor from public funds.
4. Passage of Title. The County must take title to the tangible personal property from the vendor at the time of purchase or delivery by the vendor.
5. Assumption of the Risk of Loss. Assumption of the risk of damage or loss by the County at the time of purchase is a paramount consideration. The County will be deemed to have assumed the risk of loss if the County bears the economic burden of obtaining insurance covering damage or loss, or directly enjoys the economic benefit of the proceeds of the insurance.

4.6.4 Certificate of Entitlement.

1. To be entitled to purchase materials tax exempt for a public works project, the County is required to issue a Certificate of Entitlement to each vendor and to the County's CMAR to affirm that the tangible personal property purchased from that vendor will go into or become part of the Project.
2. The County purchase order for the tangible personal property to be incorporated into the Project must be attached to the Certificate of Entitlement. The County must issue a separate Certificate of Entitlement for each purchase order.
3. The County must affirm that if the Department of Revenue determines that tangible personal property sold by the vendor tax-exempt pursuant to the Certificate of Entitlement does not qualify for the exemption under FS 212.08(6) or FAC Rule 12A-1.094, the County will be liable for any tax, penalty and interest determined to be due.
4. The County may not transfer liability for the tax, penalty and interest to another party by contract or agreement.
5. The Certificate of Entitlement will be issued by Procurement Management in accord with this Article in a form substantially similar to Attachment 1.

4.6.5 CMAR Liable for Tax.

1. Contractors, including subcontractors, manufacturing, fabricating, or furnishing tangible personal property that the CMAR incorporates into public works are liable for tax in accordance with FAC Rule 12A-1.051. The CMAR and subcontractors, not the County, are deemed to be the ultimate consumers of the articles of tangible personal property they manufacture, fabricate, or furnish to perform their contracts and may not accept a Certificate of Entitlement for these articles.

2. Contractors that supply raw materials such as rock, shell, fill dirt, and similar materials for incorporation into the Project are liable for the tax in accordance with FAC Rule 12A-1.051.
3. Contractors that manufacture and incorporate asphalt into the Project are liable for tax on their costs in accordance with FAC Rule 12A-1.051(12), subject to a partial exemption as provided in FS s. 212.06(1)(c).

4.6.6 Processing a Sales Tax Recovery Request.

1. Purchases processed pursuant to the sale tax recovery provisions and in strict compliance with the criteria set forth in Article 4.7 are exempt from compliance with the Procurement Code.
2. The solicitation package will state the County intends to use the Sale Tax Recovery process and a sample copy of the purchase order with the County's terms and conditions is attached as Attachment 2.
3. The CMAR will include the cost of all materials and equipment in the Guaranteed Maximum Price (GMP). The GMP must also include (a) all Florida State sales taxes normally applicable to the materials or equipment; and, (b) all clerical, administrative, management, supervisory, inspection, handling, storage, and other costs necessary for the contractor to comply with Sales Tax Recovery.
4. If the County elects to make Sales Tax Recovery purchases, the responsibilities of the County and CMAR will be governed by Article 4.7.
5. The CMAR must require major subcontractors to comply with these provisions.
6. Requisition Request. The CMAR will forward to the County a Requisition Request identifying each item of material or equipment to be purchased by the CMAR for the Project. This Requisition Request must be acceptable to the Project Manager and the Engineer of Record. The Requisition request must include all of the following information:
 - (a) The name, address, telephone number, and contact person for the supplier.
 - (b) Manufacturer or brand, model or specification number of the item.
 - (c) Quantity needed as estimated by the CMAR or its subcontractors and suppliers.
 - (d) The price quoted by the Supplier for the material or equipment in question.

- (e) Any sale tax associated with the quote.
 - (f) Shipping, handling, and insurance costs.
 - (g) Delivery date as established by the CMAR or its subcontractors and suppliers.
 - (h) Special terms and conditions that have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions that will revert to the County.
 - (i) Statement, including submittal control numbers, indicating that the materials have been reviewed and approved by the Architect or Engineer during the shop drawing submittal process and otherwise comply with applicable specifications.
7. Upon receipt of a complete Requisition Request, the County will promptly determine which items will be purchased under Sales Tax Recovery. The CMAR will be notified in writing of those items the County does not choose to purchase and the CMAR will be responsible for purchase of those items.
8. The County will prepare a Purchase Order (substantially similar to Attachment 2) for the items the County has chosen to purchase. The Purchase Order will require (a) that the supplier provide shipping and handling insurance; and, (b) delivery on the dates provided in the Requisition Request. A copy of each Purchase Order will be sent to the CMAR to verify that the items ordered are in accordance with the required terms, quantities, and delivery dates.
9. A Certificate of Entitlement will be prepared and executed by Procurement Management in accordance with this Article and attached to each Purchase Order. The Purchase Order and Certificate of Entitlement will be sent to the vendor with a copy to the CMAR.
10. The CMAR will prepare, and the County will execute, deductive Change Orders reflecting the purchases made by the County. The amount of the deduction will bear a direct relationship to the Purchase Order amount plus the sales tax avoided. These Change Orders should be executed before the related Purchase Order is paid.
11. Nothing in this section alters or modifies the procedures for submission of shop drawings and other submittals by the CMAR.
12. Sale Tax Recovery purchases by the County in no way relieve the CMAR of compliance with specification requirements, coordination, protection, or warranty.
13. Delivery and Acceptance of Items.

- (a) The CMAR must verify receipt of the correct items and quantities; verify documentation; coordinate and inspect delivery; obtain and verify warranties required by the Contract Documents; inspect and accept each item at the time of delivery; unload, handle, and store the items in accordance with the manufacturer's recommendations.
 - (b) As Sales Tax Recovery items are delivered to the job-site, the CMAR and a County representative must visually inspect all shipments, and approve the supplier's shipping documents and invoice. The CMAR will assure that each delivery document identifies the Purchase Order against which the delivery is made. The CMAR will forward approved invoices to the County's representative for payment.
 - (c) The CMAR and County representative will inspect Sales Tax Recovery items prior to acceptance. If the CMAR discovers defective or nonconforming items, the CMAR must promptly notify the County and will assist the County in obtaining repair or replacement of the item. The defective or nonconforming item may not be used in the Project. The CMAR will be fully responsible if the CMAR fails to perform the required inspection or otherwise accepts defective or nonconforming materials, equipment, or other items.
14. The CMAR warrants Sale Tax Recovery items the same as all other materials and equipment furnished by the CMAR; and, nothing in this Article alters or modifies the CMAR's obligations to assist the County relative to warranties.
15. The CMAR must purchase and maintain Builder's Risk Insurance sufficient to protect the entire Project. This insurance will be required in addition to any insurance the County may obtain.
16. The CMAR is liable for any interruption or delay in connection with Sales Tax Recovery items.
17. The CMAR will provide the County's representative with a monthly report documenting the amount and nature of Sales Tax Recovery items accepted by the CMAR. The CMAR will match all material and equipment to Purchase Orders, invoices, delivery tickets, and inspection and acceptance reports.
18. Upon receipt of appropriate documentation from the CMAR, payment will be made directly by the County to the appropriate supplier/vendor in accordance with the terms and conditions of the Purchase Order.

19. The CMAR will maintain records of all County Sales Tax Recovery purchase items incorporated into the Project. These records must be available for inspection by the County upon request.

ARTICLE 5
CHANGES IN SCOPE OF SERVICES

- 5.1 Any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Article 24.

ARTICLE 6
INDEMNIFICATION

- 6.1 To the fullest extent permitted by law, the CMAR agrees to indemnify and hold harmless the County, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in whole or in part, by the professional negligence, error, or omission of the CMAR or persons employed or utilized by the CMAR in performance of the Agreement.

To the fullest extent permitted by law, the CMAR agrees to indemnify and hold-harmless the County, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CMAR or persons employed or utilized by the CMAR in performance of the Agreement.

CMAR agrees to indemnify, save harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend County, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CMAR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CMAR further agrees to indemnify and save harmless the County, their officers, agents, and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CMAR nor any of its sub-contractors will be liable under this section for damages arising out of gross negligence, reckless or intentional misconduct of County or their officers, agents, or employees.

In the event that any action or proceeding is brought against County by reason of any claim or demand under this Article, CMAR, upon written notice from County, will defend the action or proceeding.

CMAR may not allow any mechanic lien to be filed against County property for failure of CMAR to pay subcontractors, materialmen, or vendors.

These provisions will survive the expiration or early termination of this Agreement.

ARTICLE 7 **INSURANCE**

- 7.1 CMAR agrees, at its sole expense, to maintain on a primary basis during the life of this Agreement, or the performance of Work hereunder, insurance coverages, limits, and endorsements unless otherwise noted herein. CMAR agrees to provide evidence of Commercial General Liability, Contractor's Professional Errors & Omissions Liability, and Commercial Umbrella/Excess Liability coverages at execution of the Contract. The other coverages required for Business Auto Liability, Contractor's Pollution Legal Liability, Inland Marine Builder's Risk Insurance, and Worker's Compensation may be evidenced at time of amending this Agreement with an addendum awarding the Guaranteed Maximum Price terms and conditions. In the event the CMAR performs any site work, other than testing, then all required insurance must be evidenced prior to commencement of the site work. Evidence of flood insurance will be additionally required once elevation certificates are available and coverage is applied for during the Work.
- 7.2 The CMAR agrees the insurance requirements herein, as well as County's review or acknowledgement, is not intended to and may not in any manner limit or qualify the liabilities and obligations assumed by the CMAR under this Agreement.
- 7.3 **Commercial General Liability**. CMAR agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence **\$2,000,000** Annual Aggregate. CMAR agrees its coverage will not contain any restrictive endorsements excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Cross Liability.
- 7.4 **Business Automobile Liability**. CMAR agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage must include liability for Owned, Non-Owned & Hired automobiles. In the event CMAR does not own automobiles, CMAR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- 7.5 **Contractor's Pollution Legal Liability**. CMAR agrees to maintain Contractor's Pollution Legal Liability at a limit of liability not less than \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate. The CMAR agrees the policy will include a minimum three year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder.

7.6 **Inland Marine Builder's Risk Insurance**. The CMAR, prior to notice to proceed or commencement of Work, whichever occurs first, agrees to maintain an Inland Marine Builder's Risk insurance coverage form with an amended policy period of no less than 22 months, if available, providing coverage to protect the interests of the County, CMAR, sub-contractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which will become part of the Work.

7.6.1 Coverage must be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Orders. This policy must also include Delay Cost coverage for soft costs, which must at a minimum include additional expenses for interest, legal, consulting, insurance, architectural and engineering, CMAR's overhead, General Conditions, and equipment rental. The period of indemnity may not be less than 12 months; and, the limit of Delay Cost coverage may not be less than 10% of the projected completed value of the Work and must be a scheduled limit on the policy in addition to a scheduled limit for the hard cost coverage. The waiting period for Delay Cost coverage may not exceed 30 days. Collectively, the scheduled soft cost limit and hard cost limit may equal 100% of the projected completed value of the Work, unless the builder's risk carrier requires the Delay Cost coverage to be in addition to the 100% projected value of the Work. CMAR agrees to be responsible for reporting increases in the projected completed value of the Work due to Change Orders to its insurance carrier.

7.6.2 The CMAR agrees to endorse the Inland Marine Builder's Risk insurance with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by County. The manuscript endorsement must amend the automatic termination clause so that coverage terminates only if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted under a Certificate of Substantial Completion or insured by the County.

7.6.3 The CMAR agrees to endorse the County as "Additional Insured" on the Inland Marine Builder's Risk Insurance coverage form.

7.8 **Flood Insurance**. Once an elevation certificate is available for each building, as defined by the National Flood Insurance Program (NFIP), under the Work, the CMAR agrees to maintain a NFIP General Flood Policy on each building under construction in the amount of \$500,000 for building coverage or the replacement cost of the facility, whichever is less. The flood deductible for the building coverage may not exceed the standard deductible offered by the NFIP. CMAR agrees to endorse the County as a "Loss Payee" on each flood policy required herein.

- 7.9 **Worker's Compensation & Employer's Liability.** The CMAR agrees to maintain its own Worker's Compensation & Employers Liability Insurance. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).
- 7.10 **Commercial Umbrella/Excess Liability.** CMAR agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than **\$1,000,000** Each Occurrence **\$2,000,000** Aggregate. The CMAR agrees to endorse the County as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the County is automatically defined as an Additional Protected Person.
- 7.11 **Additional Insured Endorsements.** The CMAR agrees to endorse the County as an Additional Insured on the Commercial General Liability with a CG 2010 10 01 Additional Insured – County, Lessees, or Contractors, or similar endorsement providing equal or broader Additional Insured coverage. If a CG2010 07 04 Additional Insured – County, Lessees, or Contractors – Scheduled Person or Organization endorsement is provided by the Operator's Commercial General Liability, then the additional endorsement of GC2037 10 01 Additional Insured – County's, Lessees, or Contractors – Completed Operations may be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. **(Attach an actual copy of the endorsements...contact your insurance agent).**
- 7.11.1 Additionally, CMAR agrees to endorse the County as an "Additional Insured" under the Commercial Umbrella/Excess Liability and the Inland Marine Builders Risk Insurance as also provided herein.
- 7.11.2 The name of the organization endorsed as Additional Insured for all endorsements must read "Lee County".
- 7.12 **Deductibles, Coinsurance Penalties & Self-Insured Retention.** CMAR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.
- 7.13 **Waiver of Subrogation.** CMAR agrees by entering into this written Contract to a Waiver of Subrogation in favor of the County, CMAR, sub-Contractors, architects, or engineers for each required policy providing coverage during the life of this Agreement. When required by the insurer, or should a policy condition not permit the CMAR to enter into a pre-loss agreement to waive subrogation without an endorsement, the CMAR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement will not apply to any policy including a condition that specifically prohibits such an endorsement, or voids coverage if the CMAR enters into such an agreement on a pre-loss basis.

- 7.14 **Right to Revise or Reject.** CMAR agrees the County reserves the right, but not the obligation, to review or revise any insurance requirement, including but not limited to limits, coverages, and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurers providing coverage due to its poor financial condition or failure to be operating legally in the State of Florida. In either event, County will provide CMAR written notice of the revisions or rejections.
- 7.15 **No Representation of Coverage Adequacy.** The coverages, limits, or endorsements required herein protect the primary interests of the County, and the CMAR agrees in no way may these required coverages, limits, or endorsements be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the CMAR against any loss exposures, whether as a result of the Project or otherwise.
- 7.16 **Certificate of Insurance.** CMAR agrees to provide County a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance must provide a minimum 30 day endeavor to notify, when available by CMAR's insurer. If the CMAR receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, CMAR agrees to notify the County by fax within five business days with a copy of the non-renewal or cancellation notice, or written specifics as to the coverage that is no longer in compliance. When notified by County, the CMAR agrees not to continue Work pursuant to this Agreement, unless all required insurance remains in effect.
- 7.16.1 The County will have the right, but not the obligation, of prohibiting CMAR from entering the Work site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. The CMAR agrees the County reserves the right to withhold payment to CMAR until evidence of reinstated or replacement coverage is provided to the County. If the CMAR fails to maintain the insurance as set forth herein, the CMAR agrees the County will have the right, but not the obligation, to purchase replacement insurance; and, the CMAR agrees to reimburse any premiums or expenses incurred by the County.
- 7.16.2 The CMAR agrees the Certificates of Insurance will:
- I. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 10 01 Additional Insured - County, Lessees, or Contractors - Schedule Person or Organization, or similar endorsement providing equal or greater Additional Insured coverage, or collectively the CG2010 07 04 Additional Insured - County, Lessees, or Contractors - Scheduled Person or Organization and GC2037 10 01 Additional Insured - County, Lessees, or Contractors - Completed Operations, if applicable. (Attach an actual copy of the endorsement...contact your insurance agent).

2. Clearly indicate the County is endorsed as an Additional Insured on the Commercial Umbrella/Excess Liability and Inland Marine Builder's Risk Insurance.
 3. Clearly indicate the project name and project number.
 4. Clearly identify each policy's limits, flat and percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
 5. Clearly indicated Certificate Holders as follows: Lee County, a political subdivision of the State of Florida.
- 7.17 **Waiver as to Insurance Coverage.** In the event the CMAR believes insurance coverage, as set forth in this Article 7, is unnecessary or inappropriate, the CMAR may make a written request to Lee County Risk Management to waive or modify the requirement. If approved, the written determination from Risk Management, authorizing the waiver must be attached to this Agreement as Exhibit D, prior to its execution by the parties.
- 7.18 **Bonds.** Payment and Performance Bonds, in the amount of \$n/a, are required to cover construction costs that are performed as requested by the County under the Pre-Construction Phase Scope of Work attached as Exhibit A. The Bonds must comply with the provisions of Article 12 as set forth in the Phase 2 (Construction) Agreement

ARTICLE 8 **TERMINATION**

- 8.1 Subject to the provisions below, this Agreement may be terminated by the County upon 30 days advance written notice to the CMAR; but if any Work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County, in a manner consistent with the County Change Order process, until the Work or services are completed and accepted.
- 8.1.1 Termination for Convenience: The County may terminate this Agreement for convenience in which case the parties will negotiate reasonable termination costs. No payment will be made for work or services that have not been performed. In the event this Agreement is terminated for convenience, CMAR may be paid for any service performed to the date the Agreement is terminated; however, upon being notified of County's election to terminate, CMAR must refrain from performing further services or incurring additional expenses under the terms of this Agreement. CMAR acknowledges and agrees that ten dollars (\$10) of the compensation to be paid by County, the adequacy of which is hereby acknowledged by CMAR, is given as specific consideration to CMAR for County's right to terminate this Agreement for convenience.

- 8.1.2 Termination for Cause: In the event of Termination for Cause, or termination by Project Manager, upon such notice as Project Manager deems appropriate under the circumstances, in the event Project Manager determines that termination is necessary to protect the public health, safety, or welfare, the 30 day advance notice is waived and the CMAR will not be entitled to termination costs.
- 8.1.3 Termination Due to Unavailability of Funds in Succeeding Fiscal Years: If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement will be canceled and, to the extent permitted by law, the CMAR will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Agreement.
- 8.2 Termination of this Agreement for Cause includes, but is not be limited to, failure to suitably perform the Work, failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives of County as set forth in this Agreement notwithstanding whether any such breach was previously waived or cured.
- 8.3 Notice of termination must be provided in accordance with the "NOTICES" section of this Agreement, except that notice of termination by Project Manager, which Project Manager deems necessary to protect the public health, safety, or welfare, may be verbal notice that will be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 8.4 In the event this Agreement is terminated, any compensation payable by County will be withheld until all documents are provided to County pursuant to Article 9 herein.

ARTICLE 9

RIGHTS IN DOCUMENTS AND WORK

- 9.1 Any and all drawings, specifications, designs, models, reports, photographs, surveys, and other data and documents submitted, provided or created by CMAR in connection with this Agreement are and will remain the property of the County whether the project is completed or not. Any and all reports, photographs, surveys, estimates, schedules, drawings, maps, models, studies, and other data and documents prepared by CMAR, whether finished or unfinished, will become the property of the County and must be delivered by CMAR to the Project Manager within seven days of termination of this Agreement by either party; but in no event later that the date of the final payment request for this Project in the event the Agreement expires by its own terms. Any compensation due to CMAR will be withheld until all documents are received as provided herein. This applies to all documents produced in any phase of the Work, regardless of whether a subsequent phase is undertaken with CMAR.

ARTICLE 10
SUBCONTRACTORS AND PURCHASE ORDERS

- 10.1 Unless waived in writing, for good cause, by the County, the CMAR must obtain competitive pricing, in compliance with the requirements of this Article 10, for 100% of the Direct Construction Cost required under this Agreement.
- 10.2 The CMAR must canvass the market to determine bidding interest and carry out an active program to develop bidders' interest in the Project. The CMAR must prepare a bidders list for the review and approval of the County prior to commencement of the Construction Documents phase and again prior to submission of the Guaranteed Maximum Price proposal. The County may suggest other names to be included in the list. If interest is lacking among potential subcontractors and it appears that competition will be inadequate, the CMAR will, upon the County's request, identify possible reasons and recommend possible strategies for expanding the competition. The County will reply in writing to the CMAR if the County knows of any objection to a subcontractor or supplier. The receipt of the list does not require the County to investigate the qualifications of proposed subcontractors or suppliers, nor does it waive the right of the County to later object to or reject any proposed subcontractor or supplier. The CMAR must timely conduct a market study to determine the local market area labor conditions that may affect the Project in sufficient time for the design team to incorporate the results of the survey into the Construction Documents.
- 10.3 The CMAR must prepare, for the County's review and acceptance, a procurement schedule for items that must be ordered well in advance of construction. The CMAR will expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the County agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the County may procure the items on terms and conditions acceptable to the CMAR or, at the County's direction, the CMAR will procure such items on terms and conditions satisfactory to the County. Upon the establishment of the Guaranteed Maximum Price, the County may assign any contracts it entered into for these items to the CMAR and the CMAR will thereafter accept responsibility for them. In the event the County and the CMAR do not agree to a Guaranteed Maximum Price and this Agreement is terminated, the CMAR agrees to assign any contracts it entered into for these items to the County and the County will thereafter accept responsibility for them.
- 10.4 The CMAR will draft all invitations or solicitations to bid for the Work, and assemble the solicitation packages with the County's prior written approval. The CMAR must ensure that the drawings and specifications included in the bid packages are complete and up to date, and include an appropriate subcontract form approved by the County for inclusion in the solicitation. The CMAR must ensure that the final solicitation package includes all accepted comments, changes, and corrections from the final design review.

10.5 The following minimum requirements apply to the subcontract solicitation process:

- (a) Solicitations must be advertised at least ten calendar days prior to opening in a local community newspaper in the area in which the Project is located, in order to allow for local participation in the solicitation process. The CMAR must submit its proposed list of bidders for each scope of work to the County prior to solicitation for bids in order to allow the County an opportunity to add qualified local bidders to CMAR's bid list.
- (b) Unless specific other prior arrangement has been made with County, all Offers will be written, and submitted to a specific location at a specific time. CMAR will datestamp all Offers as received. Subcontractors must be qualified to perform the Work for this Project by being appropriately registered with the State of Florida.
- (c) If fewer than three Offers are submitted in response to any solicitation (inclusive of any Offer submitted by CMAR), prior written approval by County will be required to accept an Offer.
- (d) CMAR may develop and implement a prequalification process for particular solicitations; followed by selection of successful Offers among those Offerors that CMAR determines meet the prequalification standards, with County's prior written approval of such prequalification process.
- (e) CMAR must comply, and require subcontractor compliance with, State of Florida Bureau of Labor & Industries prevailing wage rates if specified in the RFQ.
- (f) County may at its sole discretion, require CMAR to re-solicit for Offers based on the same or modified documents.
- (g) CMAR will review all Offers and work with Offerors to clarify Offers, reduce exclusions, verify scope and quantities, and seek to minimize work subsequently awarded via the Change Order process.
- (h) The CMAR must document any and all discussions, questions and answers, modifications and responses, to from any Offeror and ensure that the same are distributed to all Offerors. The County will be entitled to inspect such documentation on request.
- (i) CMAR will determine the lowest Offer for each solicitation that meets CMAR's reasonable performance standards for the components of the Work at issue; provided that if CMAR determines it is unable to execute a suitable subcontract with such Offeror, CMAR may, with County's prior approval, execute a subcontract with the second lowest Offeror pursuant to Article 10.6 below.

- 10.6 Under special circumstances and only with prior written authorization by County, Work may be subcontracted on other than a low price basis, including without limitation, through competitive negotiation. As a condition to its authorization, County may require CMAR's agreement to establish and implement qualification and performance criteria for Offerors, including a scoring system within requests for proposals. Examples include: where there are single fabricators of materials; special packaging requirements for subcontractor work; design build work or, where an alternative contracting method can be demonstrated to clearly benefit County.
- 10.7 CMAR must notify County in writing in advance before award of any proposed Subcontract. This notice must include summaries in a form acceptable to County of all Offers received for the Subcontract at issue. County reserves the right to disapprove any proposed subcontractors, suppliers, and subcontract or supply contract awards, based on legal standards of responsibility.
- 10.8 The CMAR will review all accepted bids for completeness, responsiveness, scope overlaps and omissions, prepare a record of bidding and a detailed bid analysis, and recommend to the County those subcontractors, separate contractors, and suppliers necessary and sufficient to provide a completed and fully operational Project in accordance with the Contract Documents. At least three responsive bids must be received from qualified and responsible subcontractors in each trade, unless waived in accordance with Section 10.5(c) above. The County reserves the right to be present during the subcontractor bid and clarification process, and will have the right to review all bids. The CMAR will review all subcontractors proposed substitutions for suitability and cost effectiveness, and make corresponding recommendations to the County. The CMAR will work closely with the County to identify potential areas of cost savings that can be achieved, and negotiate all final subcontracts in the County's best interests.
- 10.9 The CMAR may not submit a subcontract with its own forces or the forces of any Affiliate, except to the extent otherwise approved in advance in writing by the Project Manager.

ARTICLE 11
PROJECT RECORDS: AUDIT RIGHTS: AND RECORDS RETENTION

- 11.1 County or its designee have the right to inspect and copy the books and records and accounts of CMAR including but not limited to books, records, correspondence, instructions, drawings, receipts, payment records, vouchers, and memoranda relating in any way to the Project, and to any claim for additional compensation made by CMAR that relates to the Project. CMAR must preserve and make available to County, at reasonable times for examination and audit, all financial records, supporting documents, statistical records, and any other documents related to the Project and to any claim for a period of 10 years following the Final Completion of the Project as required under the Florida Public Records Act (Chapter 119, FS). During the Project and for the record retention period, CMAR must provide County access to its books

and records at CMAR's usual place of business upon 72 hours written notice. If any audit has been initiated and audit findings have not been resolved at the end of the end of the retention period, the books, records, and accounts must be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts will be a basis for County's disallowance and recovery of any payment based upon the entry.

- 11.1.1 CMAR's records include, but are not limited to accounting records (hard copy, as well as computer readable data), written policies and procedures; subcontractor files (including proposals of successful and unsuccessful bidders and bid recaps), surety files and bond company files, original estimates, estimating work sheets, correspondence, change order files (including, but not limited to, documentation covering negotiated settlements), back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends and any other supporting evidence deemed necessary by the County to substantiate charges related to this Agreement (all of the foregoing hereinafter referred to as records).
- 11.1.2 CMAR must require all, insurance agents, to keep and maintain comparable records for the same time period and to permit the County to review, inspect, and audit such records. CMAR must include this requirement in all written subcontracts and purchase orders issued.
- 11.1.3 CMAR must comply with all requirements applicable to records retention; however, no confidentiality or non-disclosure requirement of either federal or state law may be violated by CMAR.
- 11.2 If an audit inspection or other examination by the County or the County's representatives in accordance with this Article, discloses overcharges (of any nature) by the CMAR to the County in excess of one (1%) percent of the total billings, the cost of the County's audit (whether performed by the County or outside auditors) must be reimbursed or paid to the County by the CMAR. Any adjustments must be made within a reasonable amount of time (not to exceed 30 days) from presentation of the County findings to the CMAR.
- 11.3 CMAR must, by written contract, require its subcontractors to agree to the requirements and obligations of this Article.
- 11.4 CMAR is required to keep and maintain records that ordinarily and necessarily would be required by the County to perform the Work and as further required by the Section 119.0701, Florida Statutes, specifically including that these records are public records under this Agreement. CMAR must provide public access to these records under the same terms and conditions that the County would provide access and at a cost that does not exceed the costs established by the County. Public records must be transferred in a format compatible with County information technology systems, at no cost, upon termination of the Agreement and any duplicates of the public records that are exempt or confidential must be destroyed.

ARTICLE 12
PUBLIC ENTITY CRIME ACT

- 12.1 CMAR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CMAR, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to County, may not submit a bid on a contract with County for the construction or repair of a public building or public work, may not submit bids on leases of real property to County, may not be awarded or perform work as a CMAR, supplier, subcontractor, or consultant under a contract with County, and may not transact any business with County in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section will result in termination of this Agreement and recovery of all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.
- 12.2 In addition to the foregoing, CMAR further represents there has been no determination based on an audit that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime"; and, CMAR has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CMAR has been placed on the convicted vendor list.

ARTICLE 13
INDEPENDENT CONTRACTOR

- 13.1 CMAR is an independent Contractor under this Agreement. In providing services, neither CMAR nor its agents may act as officers, employees, or agents of County, except as specifically provided for and limited by this Agreement. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to CMAR or CMAR's agents authority of any kind to bind County in any respect whatsoever.
- 13.2 CMAR will be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and for coordinating all portions of the Work under this Agreement, unless the Contract Documents give other specific instructions concerning these matters.

ARTICLE 14
THIRD PARTY BENEFICIARIES

- 14.1 Neither CMAR nor County intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party is entitled to assert a right or claim against either of them based upon this Agreement.

ARTICLE 15
ASSIGNMENT AND PERFORMANCE

- 15.1 CMAR may not, in whole or part, assign, transfer, or otherwise encumber any right or interest under this Agreement to another party without the prior written consent of the County; including, but not limited to, the CMAR right to any monies due or that may become due under this Agreement. County may terminate this Agreement immediately if CMAR assigns or transfers, or attempts to assign or transfer, its rights under this Agreement without prior written consent of the County.
- 15.2 CMAR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each person is reasonably experienced and skilled in the areas for which he or she will render services.
- 15.3 CMAR must perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CMAR's performance and all interim and final products provided to or on behalf of County must be comparable to the best local and national standards.
- 15.4 In the event the County seeks to assign or transfer any obligation under this Agreement, County will provide prior written notice to CMAR for CMAR's consent, which shall not be unreasonably withheld.

ARTICLE 16
CONFLICTS

- 16.1 Neither CMAR nor its employees may have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CMAR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.
- 16.2 CMAR agrees that none of its employees will, during the term of this Agreement, serve as an adverse or hostile witness against County in any legal or administrative proceeding in which he or she is not a party, unless compelled by subpoena or court process, nor will such persons give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of the County in any pending or threatened legal or administrative proceeding, unless by subpoena or court process. The limitations of this Article do not preclude persons from representing themselves in any action or in any administrative or legal proceeding regarding his Agreement.
- 16.3 In the event CMAR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CMAR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CMAR.

ARTICLE 17
CONTRACTOR WARRANTY OF NO CONTINGENT AGENCY

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

ARTICLE 18
MATERIALITY AND WAIVER OF BREACH

- 18.1 County and CMAR agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.
- 18.2 County's failure to enforce any provision of this Agreement may not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement may not be deemed a waiver of any subsequent breach and may not be construed to be a modification of the terms of this Agreement.

ARTICLE 19
COMPLIANCE WITH LAWS

- 19.1 CMAR must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

ARTICLE 20
SEVERANCE

- 20.1 In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the balance of this Agreement will not be affected thereby, and the remaining provisions, terms, covenants, and conditions will continue to be effective unless County or CMAR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision must be made within seven days after the finding by the court becomes final.

ARTICLE 21
JOINT PREPARATION

- 21.1 Each party and its counsel have participated fully in the preparation of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document may not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement will be interpreted as to its fair meaning and not strictly for or against any party.

ARTICLE 22
PRIORITY OF PROVISIONS

- 22.1 If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 28 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 28 will prevail and be given effect.

ARTICLE 23
JURISDICTION AND VENUE

- 23.1 This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the state courts of the Twentieth Judicial Circuit in Lee County, Florida, and venue for litigation arising out of this Agreement will be exclusively in Lee County, Florida, forsaking any other jurisdiction that either party may claim by virtue of its residency or other jurisdictional device.
- 23.2 Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28 Florida Statutes.

ARTICLE 24
AMENDMENTS

- 24.1 No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the County and CMAR.

ARTICLE 25
PRIOR AGREEMENTS

- 25.1 This document represents the final and complete understanding of the parties and incorporates, supersedes, and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that is not contained in, or addressed by, this written document. Accordingly, the parties agree that no deviation from the terms hereof may be predicated upon any prior representation or agreement, whether oral or written.

ARTICLE 26
NOTICES

- 26.1 All notices to be given hereunder must be in writing, and may be given by depositing the same in the United States Mail addressed to the party to be notified, postpaid, return receipt requested or by delivering the same in person to such party with written receipt of acknowledgement of delivery by a person at the addresses set forth below. All notices to be given to the parties must be sent to or made to the addresses shown below. The place for giving notice will remain the same as set forth herein unless changed in the manner provided in this Article.

For County: County Manager
PO Box 398
Fort Myers, Florida 33902

With Copy to: Capital Projects Manager

PO Box 398
Fort Myers, Florida 33902

AND: County Attorney
PO Box 398
Fort Myers, Florida 33902

For CMAR: Chris-Tel Construction
2534-A Edison Avenue
Fort Myers, Florida 33901

And to Consultant: T.Y. Lin International

ARTICLE 27
RESOLUTION OF DISPUTES

- 27.1 The CMAR must give written notice to the Procurement Director of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or the beginning of the Work, whichever is earlier.
- 27.2 The claim, with supporting documentation, must be submitted to the Procurement Director by US Mail, courier, or overnight delivery service, no later than thirty (30) days after the occurrence or event that gave rise to the claim. If the claim is not disposed of by agreement, the Procurement Director must reduce his/her decision to writing and mail or otherwise forward a copy thereof to the CMAR within 30 days of the County's receipt of the claim.

- 27.3 The Procurement Director's decision is final unless the CMAR appeals within 20 days by submitting a written letter of appeal to the County Manager, or designee. The County Manager must render a decision within 60 days of receipt of the appeal. Should the CMAR disagree with the County Manager's decision, the parties agree to engage in pre-suit mediation. Such mediation shall be conducted the same as if such mediation were ordered by a Florida Circuit Court (i.e., in accordance with, and subject to, all of the laws and rules applicable to court-ordered mediation). Such mediation shall be conducted within a reasonable period of time after the same is requested in writing by either party. If the parties are unable to agree upon the selection of a mediator, either party may petition or request that the Circuit Court in Lee County, Florida (or the Mediation Coordinator for the Court of Lee County, Florida) appoint a mediator. A mediator who is so appointed may only be challenged for cause, and not peremptorily. While the request for and the conducting of such mediation may be a precondition to the filing of a civil action, in the event either party is in jeopardy of losing its right to sue (e.g., the statute of limitations is about to expire), then suit may be filed before a mediation is conducted provided that mediation is requested before, or simultaneously with the filing of such suit, and is conducted before the named defendant in the suit is required to respond to the complaint. If the scheduling of the mediation requires, the plaintiff in the suit shall grant the defendant an appropriate extension of time to respond to the complaint so as to permit the mediation to be conducted before the defendant must so respond. If the parties are unable to resolve their disagreement at mediation, then the CMAR has the right to challenge said decision in a court of competent jurisdiction. Each party will bear its own costs and expenses resulting from any litigation, including attorney's fees.
- 27.4 This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder must be submitted to the jurisdiction of the State courts of the Twentieth Judicial Circuit of Lee County, Florida, venue will be governed by the laws of the State of Florida.
- 27.5 Pending resolution of any dispute arising under this Agreement, other than termination hereof, the CMAR will proceed diligently with performance of this Agreement and the County will continue to make payments in accordance with the Contract Documents. In fulfilling the terms of this Agreement, CMAR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this includes the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veterans' status. Further, CMAR acknowledges, and without exception or stipulation, agrees to be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the CMAR to comply with the laws referenced herein will constitute a breach of the award agreement and the County will have the discretion to unilaterally terminate this Agreement immediately. Any breach of this provision may be regarded by the County as a material and substantial breach of this Agreement and County may terminate the Agreement immediately.

ARTICLE 28
OTHER TERMS & CONDITIONS

28.1 **Confidentiality**: The CMAR acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to Lee County. Therefore, except as required by law, the CMAR agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and another transmission or sharing of data.

The CMAR understands that the County or others may suffer irreparable harm by disclosure of proprietary or confidential information and the County may seek all legal remedies available should such disclosure occur. Further, the CMAR understands that violations of this provision may result in termination of the Contract.

The CMAR understands that information and data obtained during the performance of this agreement will be considered confidential, during and following the term of this Agreement, and may not be divulged without the Procurement Director's written consent and then only in strict accordance with prevailing laws. The CMAR will hold all information provided by the County as proprietary and confidential, and will make no unauthorized reproduction or distribution of such material.

28.2 **Drug Free Workplace**: It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace. Execution of this Agreement by CMAR will also serve as CMAR's required certification that it either has or that it will establish a drug-free workplace.

28.3 **Waiver**: No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder may be deemed or construed to be a consent or waiver to or of any other future breach or default by such party, or deemed to be a modification of this Agreement. Failure on the part of a party to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long the failure continues, will not constitute a waiver of the rights of the party, provided however this section does not

alter or amend the notice provisions set forth in the Contract Documents. Inspection by, payment by, or tentative approval or acceptance by the County, or the failure of the County to perform any inspection hereunder does not constitute a final acceptance of the Work or any part thereof and does not release the CMAR from any of its obligations hereunder.

- 28.4 **Construction of Terms**: Unless the context clearly intends to the contrary, words singular or plural in number are be deemed to include the other and pronouns having masculine or feminine gender will be deemed to include the other. The term "person" will be deemed to include an individual, corporation, unincorporated organization, partnership, trust, government and governmental agency or subdivision, as the context requires.
- 28.5 **Captions**: The captions used for the Articles of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the intent of this Agreement or any Article hereof.
- 28.6 **Counterparts**: This Contract may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. A signature by any party to this contract provided by facsimile or electronic mail, provided such electronic mail is a scanned Portable Document Format (PDF) of the original Contract or sent with the ability for the receiving party to digitally verify the signatures on the Contract, is binding upon that party as if it were the original.
- 28.7 **Local Conditions and Project Site**: Execution of the Contract by the CMAR is a representation that the CMAR has visited the Project sites, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. CMAR represents that it has performed its own investigation and examination of the Project Work sites and their surroundings and satisfied itself before entering into this Agreement as to:
1. conditions bearing upon transportation, disposal, handling, and storage of materials;
 2. the availability of labor, materials, equipment, water, electrical power, utilities, and roads;
 3. uncertainties of weather, flooding, and similar characteristics of the site;
 4. conditions bearing upon security and protection of material, equipment, and Work in progress;
 5. the form and nature of the Work site, including the surface and sub-surface conditions;

RFQ140308
CMAR Services for Improvements to Estero Boulevard
CONTRACT# 7114

6. the extent and nature of Work and materials necessary for the execution of the Work and the remedying of any defects therein; and
7. the means of access to the site and the accommodations it may require and, in general, will be deemed to have obtained all information as to risks, contingencies and other circumstances.

[Balance of page intentionally left blank.]

RFQ140308
CMAR Services for Improvements to Estero Boulevard
CONTRACT# 7114

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature, Lee County through its authorization to execute same by Commission action on the 7, day of April, 2015, signing by and through its Chair, duly authorized to execute same, and **Chris-Tel Company of Southwest Florida, Inc.** d/b/a Chris-Tel Construction, signing by and through its president, Howard Wheeler, Jr., duly authorized to execute same.

WITNESSES

CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC. d/b/a CHRIS-TEL CONSTRUCTION
2534-A Edison Avenue
Fort Myers, Florida 33901

Julie DePiro

Printed Name: Julie DePiro

Phone: 239-226-0500

Fax: 239-226-0503

Barbara Copeland

Printed Name: Barbara Copeland

By: Howard L. Wheeler, II

Name: Howard L. Wheeler, II
Title: President

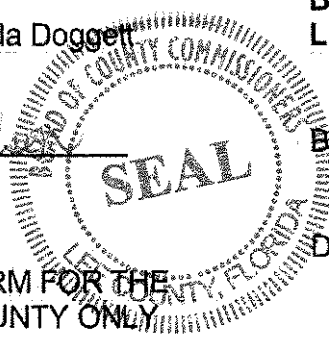
(Corporate seal)

Date: 04/23/2015

ATTEST:
CLERK OF COURT, Linda Doggett

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

By: Marcia Wilson
Deputy Clerk



By: Brian Hamman
Brian Hamman, Chair

Date: 4/7/15

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: [Signature]
Assistant County Attorney

- Exhibits
A: Scope of Work
B: Pre-Construction Fee
C: Wage Sheet (in lieu of Fringe Benefit %)
D: Insurance Waiver from Risk Management, if applicable

- Attachments
1: Certificate of Entitlement Form
2: Purchase Order for Sales Tax Recovery Items

Exhibit A

Scope of Work for Pre-Construction Services

In addition to the Scope of Work defined in Article 2, the CMAR agrees to furnish the following additional services:

1. Pre-Construction Phase Services

- a. The CMAR shall familiarize itself thoroughly with the latest available Construction Documents including but not limited to roadway, drainage, utility, traffic signals, lighting, pavement markings, maintenance of traffic plan and specifications developed by Design Professional. The CMAR shall review and comment upon these Construction Documents. The scope of that review shall include, but not be limited to, reviewing those various documents for selection of systems and materials and for cost reduction alternatives constructability. The evaluation shall address the benefits of the speed of erection and early completion of the Work. The CMAR shall review subsequent plan sets as they are issued by the Design Professionals.
- b. The CMAR shall attend all design and pre-construction conferences and to otherwise assist and cooperate with the Owner and Design Professionals with respect to the design of the Project.
- c. CMAR shall attend project status meetings between the Owner and the Town of Fort Myers Beach regarding Pre-Construction aspects of this Project.
- d. CMAR shall attend Utility Coordination meetings between Beach Water (Town of Fort Myers Beach), Lee County Utilities, Florida Power and Light, CenturyLink, Comcast, Teco Peoples Gas, and any other utility company either existing or proposed present within the project limits. Meetings may be held as a group or individually with each utility.
- e. CMAR shall assist the Owner and the County's Public Involvement Officer in responding to questions and meeting with and/or presentations to Stakeholders regarding Pre-Construction aspects and activities expect to occur during Construction of this Project.
- f. The CMAR shall assist in the resolution of right-of-way encroachments.
- g. The CMAR shall provide an analysis of the Traffic Control Plans within the Contract Documents with the goal of reducing the construction duration while maintaining pedestrian, bicycle and vehicular traffic and minimizing impact on adjacent properties. The CMAR may chose to prepare a preliminary Pedestrian and Vehicle MOT plan for review by the County, Town of Fort Myers Beach, Emergency Services, etc. of final desired MOT plan. The preliminary MOT plan may be used during Bidding of a MOT Bid Package Scope of Work.
- h. The CMAR shall provide constructability reviews as required at key Project Document stages.
- i. The CMAR shall prepare a detailed Budget Estimate at an agreed upon stage of Project Document development. Along with this Budget Estimate the CMAR also:

- a. Provide a List of any value engineering items.
- b. Provide any suggestions for alternative designs.
- c. Provide a review of any constructability issues during the Budget Estimate development.
- d. Preliminary Construction Schedule.
- j. The CMAR shall provide an overall Organizational Chart for the Project from the onset of the Project.
- k. The CMAR shall prepare a Project Team master correspondence list to facilitate that all parties involved are kept informed. Follow up phone conversations with written correspondence of critical information.

2. Policy and Procedure Manual

CMAR shall provide the Owner, its representatives and the Design Professional with two copies each of a Policy and Procedure Manual developed and updated in accordance with the following requirements

- a. Upon execution of the Agreement, the CMAR shall develop a draft of the comprehensive Policy and Procedure Manual describing the services to be provided by the CMAR per the Contract Documents. This shall provide a plan for the control, direction, coordination and evaluation of the Work performed throughout the Project; the Project organization including identification of key personnel, responsibilities of the CMAR, Owner and Design Professional; Work flow diagrams; and strategy for bidding and subcontracting the Work. The Owner shall have the right to review the Policy and Procedure Manual and to approve its content and format. The Policy and Procedure Manual may be updated as necessary throughout the Pre-Construction and Construction Phases, but substantive changes will not be made without the Owner's prior written concurrence. In developing the Policy and Procedure Manual, the CMAR shall coordinate and consult with the Owner and the Design Professional. The initial manual shall be submitted to the Owner for approval.
- b. . Contents of Policy and Procedure Manual: The Policy and Procedure Manual shall describe in detail the procedures for executing the Work and the organizations participating. The Policy and Procedure Manual shall include, as a minimum, the following sections:
 - i. Project Definition: The known characteristics of the Project and subprojects shall be described in general terms which will provide the participants a basic understanding of the Project and sub-projects.
 - ii. Project Goals: The schedule, budget, physical, technical and other objectives for the Project shall be defined.
 - iii. Project Strategy: A narrative description of the Project delivery methods which shall be utilized to accomplish the Project goals.
 - iv. Project Work Plan: A matrix display of the Work to be performed by the CMAR, as well as the services and items to be furnished by the Design Professional and the Owner during each phase of the Project.

- v. **Project Organization:** A summary organization chart showing the interrelationships between the Owner, the CMAR and the Design Professional, and other supporting organizations and permitting review agencies. Detailed charts, one each for the CMAR and Design Professional, showing organizational elements participating in the Project shall be included.
 - vi. **Responsibility Performance Chart:** A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Design Professional, and CMAR. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the Project. The CMAR shall develop a similar chart for the personnel within its own organization who are assigned to the Project, as well as for the Design Professional's and Owner's personnel assigned to the Project from data supplied by them.
 - vii. **Flow Diagrams:** These charts shall display the flow of information and the decision process for the review and approval of shop drawings and submittals, progress, and change orders.
 - viii. **Written Procedure:** The CMAR will provide written procedures for communications and coordination required between the CMAR, Design Professional and Owner throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications
 - ix. **Emergency Contact List:** A complete list of the names, company affiliation and emergency contact phone numbers (both day and night) for all key Project personnel from Owner, CMAR and Design Professional, as well as from all subcontractors, subconsultants and suppliers of any of them. This list shall be continuously updated by CMAR throughout the Project duration, with CMAR distributing a copy of all updates to Owner and Design Professional.
- c. This Policy and Procedure Manual shall be completed and submitted to the Design Professional and Owner for their review and Owner's approval as a condition precedent to payment by Owner to CMAR for any services provided in the Construction Phase under this Contract.
 - d. This Policy and Procedure Manual is merely an amplification and clarification of this Contract. Any conflicts between the Policy and Procedure Manual and this Contract shall be governed by the latter.
3. **Procurement Preparation**
- a. The CMAR will review the Design Plans and identify the items (ie. materials, and supplies) that must be procured, with particular attention to long lead procurement items that will impact the Project schedule. A list of the required items will be provided to the County Project Manager for discussion and coordination with respect to the timing of procurement to facilitate the Project schedules.

- b. CMAR will coordinate with County to determine which long lead items may hinder project schedule and the appropriate means and timing of purchasing these items to facilitate the Project schedule.
- c. The CMAR will coordinate with other Utilities working within the project limits to identify which long lead items may hinder project schedule
- d. The CMAR will take action, in accordance with written County direction, regarding the procurement of specific long lead items in a manner that will facilitate the Project schedule.
- e. The CMAR will assist the County in procuring items, as deemed appropriate by the County, through the Sales Tax Recovery process-
- f. With respect to recommendations regarding the suppliers/vendors for the items that must be procured, the CMAR will take into consideration all facets of the Project, including the type of equipment, past experience with the suppliers/vendors, possible Project schedule impacts, breakdown of bid packages, and potential sales tax recovery for the County.

4. Bidder's Interest Campaign

- a. The CMAR will conduct a Bidder's Interest Campaign through appropriate correspondence to stimulate interest among qualified bidders.
- b. The CMAR will make an effort to maximize participation of potential qualified subcontractors in the selection process with emphasis placed on recruiting and using local, small and/or minority businesses.
- c. The CMAR will monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; and make analysis as necessary to (i) determine and report on availability of labor, materials, equipment, potential subcontractors, and possible impact of any shortages or surpluses of labor or material; and, (ii) in light of this determination, make recommendations and take action as may be appropriate with respect to long lead procurement, separation of construction into subcontractor packages, sequencing of work, use of alternative materials, equipment or methods, economies in design or construction, and other matters that will promote cost savings and completion within the Project schedule time.
- d. The CMAR will develop a list of interested potential subcontractors. CMAR will meet with them as necessary to discuss the possible bid packages.
- e. The CMAR will conduct a ½ day workshop with interested bidders, and prepare a report to the County summarizing results.

5. Prequalification of Bidders

- a. The CMAR will develop a prequalification process for particular solicitations. CMAR will conduct a workshop to establish the pre-qualification criteria to be used for the various subcontractors, collecting input from the Consultant and County.
- b. CMAR will request written qualifications from interested bidders. CMAR will review the qualification submittals and evaluate them based upon the established qualification criteria.

- c. CMAR will prepare a list of interested bidders meeting the qualification criteria, and will present this information to the County for review and discussion prior to finalizing subcontracts.

6. Breakdown and Composition of Bid Packages

- a. The CMAR will consider results of the Bidder's Interest Campaign, and develop the breakdown and composition of the various bid packages to promote utilization of local, small and/or minority businesses.
- b. The CMAR will consider the construction sequencing in the breakdown and composition of the bid packages in order to achieve the greatest efficiencies in time to attain Project completion.
- c. The CMAR will review the design and determine how the sequence of construction activities will be divided. Based upon the established sequence of construction activities, the CMAR will determine the breakdown and composition of bid packages for award and supply a copy to County for its review and approval. In determining the sequence and division of construction activities, the CMAR must take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, accesses and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations, and any other factors pertinent to saving time and cost by overlapping design and construction as authorized by the County.
- d. The CMAR will meet with the County to review the breakdown of the bid packages.

7. Pre-Bid Conferences

- a. The CMAR will appropriately advertise and conduct one (1) pre-bid conference for all of the bid packages. The CMAR must invite the County and the Consultant to the pre-bid conference.
- b. Pre-bid conference will be a forum for the CMAR to further explain to interested bidders the project requirements, including schedule requirements, cost control requirements, access requirements, project administrative requirements, and technical information.
- c. The CMAR will prepare minutes of the pre-bid conference and provide them to the County and bidders.

8. Development of the GMP

- a. The CMAR will solicit bids in accordance with the requirements of Article 10 of this Agreement.
- b. The CMAR will prepare all cost estimates, bid results, and GMP in an Excel format and layout acceptable to the County in order to tabulate results.
- c. The CMAR will meet with the County as needed to review the proposed GMP, and discuss the CMAR's recommendations with the County Project Manager regarding subcontractors and suppliers/vendors.

Exhibit B
Pre-Construction Fee for Pre-Construction Services

[Note: This exhibit should be a detailed outline of the anticipated/not-to-exceed amount of the Pre-Construction Costs for the various tasks to be performed. Payments will be made to the CMAR based upon invoices, as articulated in Article 4. In essence, the payments are "reimbursement" for costs incurred (and invoiced with backup) by the CMAR in performing the Pre-Construction Services.]

Pre-Construction Services Fee for Segment One (1) shall be \$198,000.00 for the Construction Manager at Risk to provide the Pre-Construction services. The re-construction of Estero Boulevard is currently anticipated to be \$42,000,000 for all six (6) segments, including \$36,000,000 for the roadway portion and \$6,000,000 for Lee County Utilities portion. The Pre-Construction fee for Segment 1 represents 0.47% (\$198,000/\$42,000,000) of the overall anticipated construction costs.

Early Work to provide a preliminary Pedestrian & Vehicular Maintenance of Traffic Plan = \$19,000.00

Early Work to establish the CMAR Site Office Facility (for two months) = \$40,000.00

Pre-Construction Fee and Early Work for Segment One (1) not to exceed the sum of \$198,000 + \$19,000.00 + \$40,000.00 = **\$257,000.00**

Note:

A separate Pre-construction Services Fee for each additional subsequent segment shall be assigned through a Change Order to be negotiated. The Pre-Construction Fee is currently estimated to be \$83,611.00 The Pre-Construction fee for each subsequent segment represents 0.20% (\$83,611/\$42,000,000) of the overall anticipated construction costs. At this time the Capital Improvement Plan for Estero Boulevard has six (6) segments programmed but this number may be subject to change.

CHRIS-TEL CONSTRUCTION

March 2, 2015

Mr. Robert K. Phelan, P.E., Senior Engineer
Lee County Department of Transportation
1500 Monroe Street
Fort Myers, FL 33901

Re: Improvements to Estero Boulevard – Segment One (1)

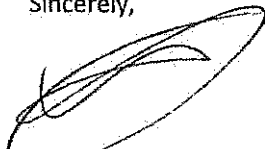
Mr. Phelan,

We are in agreement with the Scope of Work for Phase I Pre-Construction Services as defined in Article 2 and the additional services described in Exhibit A Scope of Work for Pre-Construction Services. Based upon our meeting on March 2, 2015 the following amounts were agreed upon:

Pre-Construction Service Fee for Segment One (1) as a percentage of overall project CIP budget = 0.47%	\$198,000
Early Work to Provide a preliminary Pedestrian & Traffic Plan Including a \$5,000 allowance for additional services	\$ 19,000
Early Work to establish the CMAR Site Office Facility Allowance (For two months in advance of commencing work)	\$ 40,000

We request the Improvements to Estero Boulevard Phase I Pre-Construction Agreement be executed to enable us to commence the Pre-Construction activities immediately. Our hope is that the Phase I Agreement will be approved by the County Commissioners in the April 7, 2015 meeting.

Sincerely,



Howard Wheeler, Jr.
President

2534-A Edison Avenue | Fort Myers, FL 33901 | (239) 226-0500 P | (239) 226-0503 F | www.ChrisTelConstruction.com



GENERAL CONTRACTORS LICENSE # CGC038804

Exhibit C

**IMPROVEMENTS TO ESTERO BOULEVARD
SEGMENT ONE (1)**

BILLABLE RATES

The following Chris-Tel Construction titled employees' time spent working on the project will be billed to the project at the fixed rates listed below. These rates include all labor, labor burden, and fringe benefits costs.

POSITIONS	RATE/HR
PROJECT EXECUTIVE	141.00
SR PROJECT MANAGER	99.00
PROJECT MANAGER	84.00
ASST PROJECT MANAGER	51.00
PROJECT ENGINEER	39.00
INTERN	15.75
SR SUPERINTENDENT	101.00
SUPERINTENDENT	81.00
ASST. SUPERINTENDENT	47.00
CARPENTER	33.00
LABOR FOREMAN	28.00
LABORER	20.00
ADMIN. ASST	35.00
MANAGER OF ESTIMATING	130.00
SENIOR ESTIMATOR	73.00
JUNIOR ESTIMATOR	41.00
PROJECT ACCOUNTING	41.00
SAFETY & RISK MGMT	70.00
EHC CONSULTANT (SUPT or PM)	125.00

Date: April 20, 2015
To: Rob Phelan, P.E., Sr. Engineer
From: Mike Figueroa, Risk Program Manager
Subject: RFQ140308 CM for Estero Blvd.: Insurance Requirements

It has been explained that RFQ140308 CM for Estero Blvd. has been separated into two (2) phases. As you indicated in your email of Friday, April 17, 2015, Phase 1 will not include and roadway/LCU construction activities and prior to commencing all required coverage will be in place:

“Segment 1 will not include any roadway/LCU construction activities as part of the CMAR work. The CMAR is expected to establish a field office and utilize it during the Phase I – Pre-Construction Phase activities. Personnel for the CMAR are expected to be in the field reviewing plans, meeting with prospective contractors, property owners or other Utilities (Town of Fort Myers Beach, FPL, CenturyLink, etc) but will not be performing any construction work. Any construction would only be able to occur if the proposed fee were brought back to the BOCC as an amendment to the Phase II – Construction Phase agreement; at which time we will require compliance with all construction related insurance requirements outlined in the contract.”

As such a request is being asked to waive all insurance requirements which are not pertinent to Phase 1. This being the case, I have no issues in waiving all Phase 1 insurance requirements for the exceptions of the general liability, auto liability, and workers’ compensation (GL, AL, WC) requirement.

These three coverage items (GL, AL, WC) shall be in place prior to the commencement of Phase 1, meeting all the required coverage amounts as outlined in the contract. All other coverage under Phase 1 can be waived until activities as outlined above commences.

If there are any questions, please do not hesitate to contact me at 239-533-2310. Thank you for your time and have a wonderful and safe holiday season.



CERTIFICATE OF LIABILITY INSURANCE

CHRIS-5

OP ID: RJ

DATE (MM/DD/YYYY)

04/27/2015

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

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

PRODUCER Olin Hill & Associates Inc. 2804 Del Prado Blvd. #107 Cape Coral, FL 33904 David Kennedy	CONTACT NAME: David Kennedy PHONE (A/C, No, Ext): 239-945-1900 E-MAIL ADDRESS: davidk@olinhill.com	FAX (A/C, No): 239-945-3163
	INSURER(S) AFFORDING COVERAGE	
INSURED Chris-Tel Company of Southwest Florida Inc dba Chris-Tel Construction Chris-Tel Energy Inc 2534-A Edison Avenue Ft Myers, FL 33901	INSURER A: Southern-Owners Insurance Co.	NAIC # 10190
	INSURER B: Owners Insurance Company	NAIC # 32700
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

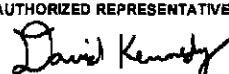
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		20195404	05/01/2015	05/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		5033768900	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		5033768901	05/01/2015	05/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFQ140308 CMAR Services for Improvements to Estero Boulevard Segment 1, Phase 1 Pre-Construction Services Agreement Contract #7114
 Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are named as Additional Insured on the General Liability policy, including Products and Completed

CERTIFICATE HOLDER**CANCELLATION**

LEECO02 Lee County Board of County Commissioners PO Box 398 Fort Myers, FL 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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NOTEPAD:

HOLDER CODE LEEC002
INSURED'S NAME Chris-Tel Company of Southwest

CHRIS-5
OP ID: RJ

PAGE 2
Date 04/27/2015

Operations coverage, per form 55373. Waiver of Subrogation applies on the
General Liability in Favor of the same, per form CG 24 04. Umbrella
Liability follows form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

A. Under SECTION II - WHO IS AN INSURED, the following is added:

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. Under SECTION III - LIMITS OF INSURANCE, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended as follows:

1. The following provision is added to 4. **Other Insurance:**

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2015

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

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

PRODUCER Stewart & Sons Insurance, Inc. P.O. Box 60029 Fort Myers FL 33906		CONTACT NAME: PHONE A/C, No, Ext): 239-936-8844 FAX A/C, No): 239-275-4446 E-MAIL ADDRESS: info@stewartandsonsinsurance.com	
INSURED Chris-Tel Company of Southwest Florida, Inc. DBA Chris-Tel Construction 2534-A Edison Avenue Fort Myers FL 33901-5302		INSURER(S) AFFORDING COVERAGE INSURER A: Bridgefield Employers Insurance Co. NAIC # 31267	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

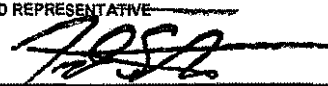
INSR LTR	TYPE OF INSURANCE	ADULT SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y 63040097	10/01/14	10/01/15	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Project Name: RFQ140308 CMAR Services for Improvements to Estero Boulevard Segment 1, Phase 1 Pre-Construction Services Agreement Contract #7114

CERTIFICATE HOLDER

CANCELLATION

Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

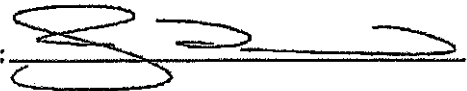
Date Prepared: August 9, 2012

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: October 1, 2012

Policy Number: 830-40097

Countersigned by:



Insured: Chris-Tel Company of Southwest Florida, Inc.

WC 00 03 13 (Ed. 4-84)

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Lee County, a political subdivision and Charter County of the State of Florida, (hereinafter "Governmental Entity), Florida Consumer's Certificate of Exemption Number: 85-8012622170C-4 affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ dated _____ from (Vendor) on or after _____ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # with _____ (Name of Contractor) for the construction of

^

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

Project Manager must initial each of the following requirements:

- _____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property that the Contractor will use in the identified public works.
- _____ 2. The vendor's invoice is issued directly to Governmental Entity.
- _____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- _____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- _____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Government Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of

Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

DEPARTMENT AUTHORIZATION

PROCUREMENT MANAGEMENT APPROVAL

Click here to enter text.
Department Name

By: _____
Signature

Signature

Title Date

Click here to enter text.
Purchaser's Name (Print or Type)

PROJ MANAGER
Title Date

Phone Number

FEDERAL EMPLOYER IDENTIFICATION: 85-8012622170C-4

You must attach a copy of the Purchase Order to this Certificate of Entitlement

Attachment 2

PURCHASE ORDER

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING
PO BOX 398
FORT MYERS, FL 33902 - 0398
(239) 533-5450 TELEPHONE (239) 485-5460 FAX

BILL TO: LEE COUNTY FINANCE DEPARTMENT
PO DRAWER 2238
FORT MYERS, FL 33902-2238
(239) 533-2100

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

FLORIDA SALES TAX EXEMPTION NO. 85-8012622170C-4

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 work as a contractor, supplier, subcontractor, or a consultant under a contract with the County; and may not transact business with the County in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

VENDOR: 265469

JOHN MADER ENTERPRISES DBA
MADER ELECTRIC MOTORS
18161 N TAMAMI TRAIL
NORTH FORT MYERS, FL 33903

SHIP TO: LEE CO UTILITIES-FT MYERS BEACH WWTP
FORT MYERS BEACH WWTP
17155 PINE RIDGE RD
FORT MYERS, FL 33908

BUSINESS PHONE: 239 731-5455
FAX NUMBER: 239 731-8165

REQUISITIONER: MILLERKA
BUYER: LEWINKE

P.O. NO.: **406006**

ORDER DATE: 5/11/2012 FREIGHT TERMS: NONE
DELIVERY DATE: 5/11/2012 CONFIRM TO:
INSTRUCTIONS:

QUOTE/CONTRACT NO.: RFQ-11-05
BRANCH/PLANT : UTILCIPOP

This is Direct Purchase No.1 for CM Contract 5668 with Westco Builders of Florida for the construction of the Fort Myers Beach WWTP EQ Tank Rehabilitation for the purchase of two ABS pumps as specified below:

- 2 ea ABS 33 HP pumps, Model XFP250J-PE250/6-J
- 2 ea ABS pump seal/minder relays
- 2 ea Dual rail guide rail base assembly with integral elbow, 10"
- 8 ea SS pump base anchor bolts
- 2 ea SS dual rail upper guide bracket
- 2 ea SS Cable / float hanger bracket
- 4 ea SS 3" guide rail pipes, 25' lengths
- 1 ea Startup

per the attached quote #60810-2, for the total amount of \$43,550, includes freight

To be coordinated and delivered to the attention of Westco Builders of Florida

RFQ-11-05, Bluesheet 20120215, Board Date 3/20/12

which allows for the waiving of any formal process and authorizes the use of the direct material purchase orders based on the Contract Manager's competitive bidding process, which allows the County to purchase directly from suppliers of equipment and/or materials as a cost/time saving measure.

Lee County Tax Exempt No. 85-8012622170C-4

CIP 207318

Requested by Jessica Munoz, 533-8155

PURCHASING AUTHORIZATION: ROBERT FRANCESCHINI

PURCHASE ORDER

Page No.:

2

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING
PO BOX 398
FORT MYERS, FL 33902 - 0398
(239) 533-5450 TELEPHONE (239) 485-5460 FAX

BILL TO: LEE COUNTY FINANCE DEPARTMENT
PO DRAWER 2238
FORT MYERS, FL 33902-2238
(239) 533-2100

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

FLORIDA SALES TAX EXEMPTION NO. 85-8012622170C-4

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 work as a contractor, supplier, subcontractor, or a consultant under a contract with the County; and may not transact business with the County in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

P.O. NO.: **406006**

km
5/3/12

Line	Rev	Item	Description/Account	Ordered	UOM	Unit Price	Extended Price	Req. No.	Type
1.000	0	72064	SEWAGE & SLUDGE PUMPS ABS Pumps FMB EQ Tank 20731848720.506540.239		EA	.0000	43,550.00	00538218	OR

Total Order: 43,550.00

PURCHASING AUTHORIZATION: ROBERT FRANCESCHINI

End Of

Phase I

Agreement

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**CONSTRUCTION MANAGEMENT AT RISK
SEGMENT ONE, PHASE II - CONSTRUCTION SERVICE AGREEMENT**

This Agreement (the Agreement) is effective on the 7th day of April, 2015, by and between Lee County, a political subdivision and charter County of the State of Florida, acting by and through its Board of County Commissioners (County); and Chris-Tel Company of Southwest Florida, Inc. d/b/a Chris-Tel Construction, a Florida corporation, duly licensed to do business in the State of Florida, (Construction Manager or CMAR.)

Whereas, the County desires to construct or renovate Improvements to Estero Boulevard located in Fort Myers Beach, within Lee County, Florida; and

Whereas, pursuant to Request for Qualifications RFQ 140308, Chris-Tel Construction was selected as CMAR and entered a contract with Lee County to provide Pre-Construction Services under the Phase I Pre-Construction Services Agreement dated April 7, 2015; and

Whereas, County and CMAR have reached a mutually agreed Guaranteed Maximum Price (GMP) for the construction Improvements to Estero Boulevard (Project);

Whereas, the County Commission executes and enters this Agreement.

Now Therefore, inconsideration of the foregoing and of the mutual covenants and compensation set forth herein the County and CMAR agree as follows:

ARTICLE 1
GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

- 1.1 **Overview/Recitals**. This Agreement sets forth the terms and conditions pursuant to which the Construction Manager will provide Construction Manager at Risk (CMAR) Services for the construction of the Improvements to Estero Boulevard Project, as further detailed in this Agreement. The Recitals are incorporated into and made a part of this Agreement.
- 1.2 **Intention of County**. It is the intent of the County to describe in the Contract Documents a functionally complete Project to be constructed in accordance with the Contract Documents and in accordance with all codes and regulations governing construction of the Project. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied by CMAR whether or not specifically stated in this Agreement. Where words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether the reference be specific or by implication, will mean the latest standard specification, manual, code, laws or regulations in effect at the time of opening bids and CMAR will comply therewith. County will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

1.3 **Construction of the Agreement.** This Project is comprised of two phases:

1. Pre-Construction Phase: The provisions of this section apply only to the Pre-Construction Phase Services. (Contract No. 7114 dated April 7, 2015)
2. Construction Phase: The provisions of this section are only applicable to the Construction Phase Services and only become effective upon the County's execution of the GMP Amendment.

1.4 **Agreement Term.** The Agreement commences upon issuance of the Notice to Proceed, which will be issued subsequent to the execution of the Agreement by the County. The Agreement terminates upon notice by the County that the Agreement has been closed-out after Final Completion; or, as otherwise terminated by the County pursuant to the terms and conditions herein set forth.

1.5 **Definitions**

Acceptance means the formal written acceptance by the County of the completed Work. Acceptance indicates that all of the Work required by the Contract or individual work orders issued are fully executed and completed in accordance to the Construction Documents so that no Work remains to be completed. No further performance of Work will be required except in regards to the correction of latent defects, gross mistakes, and fraud. Acceptance requires that all close-out documentation be fully completed, submitted, and approved.

Acceptance Performance Criteria means the criteria detailed in Article 2 herein, or any Attachment subject to Performance Testing as specified by the County that is a condition precedent to Substantial Completion hereunder.

Agreement means this Agreement, together with all documents incorporated herein by reference and the Contract Documents.

Agreement Time means the time period defined in this Agreement for the CMAR to complete the Construction Phase in accordance with the GMP Proposal and this Construction Phase Agreement.

Basis of Design means a specific manufacturer's product that is named, including the make or model number or other designation, establishing the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other manufacturers.

Change Order means a written document that is executed by the parties ordering a change in the GMP or Agreement Time or a material change in the Work as determined by the Project Manager. A Change Order must comply with the Contract Documents.

Completion means the date, as certified by the Consultant and Project Manager in the Final Certificate of Payment, on which all conditions and requirements of any permits and regulatory agencies have been satisfied; the documents (if any) required to be provided by CMAR have been received by the Project Manager; and, to the best of Consultant's and Project Manager's information and belief the Project has been fully completed in accordance with the terms and conditions of the Contract Documents.

Constructability means the creative, organized process of analyzing a project's drawings, specifications and other project documentation with a goal of minimizing design, detailing, and specification problems that might render the construction contract documents unbuildable or requiring addenda or Change Orders to make them buildable.

Construction Documents means those documents required to complete the construction of the Project and includes the Construction Drawings, Technical Specifications, and Schedule of Values.

Construction Drawings (or Construction Plans) means those final approved drawings that comply with the design approved by the County and comply with the Technical Specifications prepared by T.Y Lin International (project no. 5087) dated (date to be established upon the completion of the plans), and incorporated by reference into the Scope of Work.

Construction Estimate means a cost estimate for the completion of the Work, or a phase or segment thereof, which includes all components of the Direct Construction Cost, as well as the Construction Management Fees for the Project.

Construction Manager (CMAR) means Chris-Tel Company of Southwest Florida, Inc. d/b/a Chris-Tel Construction selected to provide services including, but not limited to, preparation of cost estimates, constructability reviews, value engineering, and assistance in systems life cycle cost analysis, estimating, scheduling, bidding, and submission of a GMP, as defined below, for construction, and construction management.

Construction Manager's Fees (or Construction Management Fee) means the Construction Phase fees negotiated with the CMAR for management of the General Conditions, Construction Management, overhead, and profit compensation as part of the GMP, as defined below.

Construction Phase Services means the services to be performed through the CMAR during the Construction Phase of the Project, including without limitation, the Work and such other services as required by this Agreement or reasonably inferred herein.

Consultant means the individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects or engineers that have entered into an agreement to provide professional services to the County for this Project.

Contract Documents means and includes the following: the Proposal submitted by the CMAR in response to the RFQ as negotiated and accepted by the County; this Agreement and its Exhibits, Attachments Forms and Change Orders; final, permitted Construction Documents any Addenda to the RFQ; the Payment and Performance Bond; the Notice of Award; the Notices to Proceed; the Purchase Orders; and, all agreed upon modifications issued after execution of the Agreement. Collectively, the documents are referred to as the Contract Documents. In the event of any inconsistent or incompatible provisions in the Contract Documents, the following order of document precedence will control: (a) Change Order; (b) approved amendments to this Agreement; (c) this Agreement (excluding the RFQ and CMAR's Response); (d) the Scope of Work; (e) the Technical Specifications set forth in the Scope of Work; (f) the Design Plans set forth in the Scope of Work; (g) the RFQ solicitation package; and, (h) the CMAR's RFQ response.

Contract Price means the amount established in this Agreement as the GMP, as may be amended by Change Order.

County means Lee County, Florida, a political subdivision of the State of Florida. In all respects hereunder, County's performance is pursuant to the County's capacity as Owner of the Project. In the event the County exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, or authority as a governmental body will not be attributable in any manner to the County as a party to this Agreement. For the purposes of this Agreement, "County" without modification means the Lee County Board of County Commissioners or County Commission.

County Commission means the legislative body of the Lee County.

County Manager means the duly appointed chief administrative officer of the Lee County.

County Contingency means the dollar amount or percentage included in the GMP to be used by the CMAR, with the County's written approval, for: (a) changes requested by the County in the Construction Documents; (b) unforeseen conditions during construction; or, (c) as otherwise specifically provided in this Agreement. Any unused amount of the County Contingency at Final Completion vests to the County. The "County Contingency" is a fund subject to full control by the County and may otherwise be referred to as the "County Controlled Contingency" fund.

Cure means the action taken by the CMAR promptly after receipt of written notice from the County of a breach of the Agreement for the Work, which will be performed at no cost to the County, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Agreement affected by the breach, or to otherwise make good and eliminate the breach, including, without limitation, repairing, replacing, or correcting any portion of the Work or the Project site disturbed in performing the cure.

Cure Period means the period of time in which the CMAR is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of written notice to Cure from the County identifying the deficiencies and the time to Cure.

Early Work means Construction Phase Services that must be performed in advance of establishment of the GMP, without exceeding a not to exceed budget, not to exceed guaranteed maximum price, or a fixed price ("Early Work Price") to be stated in the Early Work Authorization, which will be approved pursuant to a Change Order.

Early Work Authorization shall have the meaning set forth in Section 2.6 below.

Early Work Price shall have the meaning set forth in the definition for "Early Work" and in Section 2.6 below.

Final Completion means the date when all punch list items are completed, including all closeout requirements and submittals, and approval by the Consultant is given to the County in writing. Final Completion is not accepted until approved by the County.

Final Completion Date Certain means the date on which the CMAR must have achieved Completion as defined in Article 4 herein, and is a material term of this Agreement, subject to modification only under the terms of this Agreement.

Force Majeure means an event beyond the control of the CMAR which prevents it from complying with any of its obligations under this Contract, including, but not limited to, acts of God (such as, but not limited to, fires, explosions, hurricanes and floods); war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; strikes, lock outs or disorder; or acts or threats of terrorism.

General Conditions means the provision of facilities or performance of Work by the CMAR for items at cost and including:

- a. Wages of construction workers directly employed by CMAR to perform the construction of the Work at the project site or at off-site workshops;
- b. Wages or salaries of the CMAR's supervisory, technical, and administrative personnel who are stationed at the project site;

- c. Wages and salaries of CMAR's supervisory and administrative personnel engaged at factories, workshops, or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work;
- d. Wages and salaries of CMAR's supervisory, technical, and administrative personnel, when assigned to and specifically working on this Project in the CMAR's administrative or home offices, charged without mark-up;
- e. The parties hereby establish a Fringe Benefits rate of 0% expressed as a percentage of Direct Salaries, provided such markup applies only to those wages and salaries included in the General Conditions (Note: Wages will be limited to the amounts identified on the Wage Sheet based upon General Conditions provisions stated in (a) through (d) above and attached as Exhibit D);
- f. Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities (including project field offices, furniture and fixtures), all temporary utilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by CMAR at the Project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by CMAR;
- g. Rental charges, at standard industry rates for the area, for temporary facilities, machinery, vehicles, equipment, and hand tools not customarily owned by the construction workers, which are provided by CMAR at the Project site, whether rented from CMAR or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from CMAR or others;
- h. Cost of clean-up on the Project sites, and removal and proper disposal of debris from the Project sites;
- i. Costs of long distance telephone calls, cellular telephone calls, Internet service, postage and parcel delivery charges, telephone service at the Project site, progress photographs and videos, office supplies, first aid supplies, and related miscellaneous costs reasonably incurred in direct support of the Work at the Project location;
- j. That portion of the reasonable travel and subsistence expenses of CMAR's personnel, assigned to the Project site, incurred while traveling outside of the Lee County area in discharge of duties connected with the Work, excluding required local travel to and from the site of the Work;

- k. Temporary living and travel expenses of employees who are not relocated, but assigned to the Project, if specifically approved by the County;
- l. Cost of reproducing and printing;
- m. Sales, use, or similar taxes imposed by a governmental authority that are related to the Work and for which CMAR is liable;
- n. Fees and assessments for the building permit and for other permits, licenses and inspections for which CMAR is required by the Contract Documents to pay;
- o. Fees of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of this Agreement;
- p. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents;
- q. Deposits lost for causes other than CMAR's fault or negligence;
- r. Legal, mediation and arbitration costs, other than those arising from disputes between County and CMAR, reasonably incurred by CMAR in performance of the Work and with County's prior written consent;
- s. Cost of Partnering;
- t. Cost of site safety and security, with the exception of traffic safety for the Project sites, as may be required;
- u. Cost of documentation, inspection and testing as required by the Contract Documents or the Construction Documents;
- v. Bonds and insurance premiums as required by Contract (except the Payment and Performance Bonds will be invoiced separately as 'pass through costs');
- w. Cost to protect the Work and adjacent property from loss and damage.

Guaranteed Maximum Price means the sum agreed to between the CMAR and the County and set forth in the GMP Amendment as the maximum total Project price that the CMAR guarantees not to exceed for the construction of the Project and for all services under this Agreement. The County reserves the rights to request the submission of multiple GMP Proposals relating to predetermined phases or segments of construction.

GMP Amendment means the GMP Proposal, as may be amended and accepted by the County, at its sole discretion. The GMP Amendment will automatically become incorporated into the Agreement upon execution by the County and CMAR and will establish, among other things, the GMP, the names of the CMAR's on-site management and supervisory personnel for the Project, and the Agreement Time for the Work.

GMP Proposal means a proposal for completing the Work, which will be submitted based on the Construction Documents for the Project. The proposal must include the GMP for the construction of the Project once it has been accepted by the County based upon the Contract Documents, and Memorandum of Changes. However, the County has no obligation to accept the GMP Proposal.

Inspector means an employee or consultant of Lee County, Florida, assigned by the Department Director to make observations of Work performed by any party performing Work on the Project.

Materials means Materials incorporated in this Project, or used or consumed in the performance of the Work.

Memorandum of Changes means the notification provided to the County and the Consultant by the CMAR at the times specified in this Agreement that recommends changes based on the Value Engineering and Constructability reviews.

Notice to Proceed means written notice or directive issued by the Procurement Director or County's Project Manager acknowledging all conditions precedent have been met and directing that the CMAR may commence Work on the Project or a specific task of the Project.

Performance Testing means those tests conducted in accordance with the Acceptance Performance Criteria specified in Article 2 herein. No Project will be certified as substantially complete for purposes of the Substantial Completion requirement under this Agreement until all acceptance criteria as specified in the Scope of Work are satisfied.

Professional Services means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as applicable, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor or mapper in connection with his or her profession's employment or practice.

Progress Report means a monthly progress report to be prepared by CMAR containing the following: (a) listing of actual costs for completed activities and estimates for uncompleted tasks; (b) identification of variances between actual and budgeted or estimated costs; (c) the updated Project Schedule; (d) progress photos;

(e) executive summary; (f) a discussion of pending items and existing or anticipated problems; and, (g) any other items specified in Article 2 or Exhibit B.

Project means the construction, alteration or repair, and all service and incidents thereto, of public facilities for Improvements to Estero Boulevard Project, RFQ140308, as contemplated and budgeted by the County, including the work described herein.

Project Manager means an employee of the Lee County, expressly designated as Project Manager in writing by the Director, who is the representative of the County, concerning the Contract Documents.

Project Schedule means the Schedule prepared by the CMAR and approved by the County and a scheduling consultant retained by the County, using a critical path method, as updated monthly, which identifies, coordinates, and integrates the design and construction schedules for the development of the Project. The Preliminary Project Schedule is attached.

Punch List means the list of items, prepared in connection with the inspection of the Project by the County's Project Manager, the County's Inspector, and the Consultant in connection with Substantial Completion of the Work or a portion of the Work, which the County's Project Manager, Inspector, or Consultant has designated as remaining to be performed, completed, or corrected before the Work will be accepted by the County. The preparation of a complete Punch List, as agreed by the County and Consultant, for the area or building to be occupied by the County is an absolute condition precedent to the County's occupancy of any portion of the Project and such Punch List must always include, whether specifically stated in the list or not, the Acceptance Performance Criteria.

RFQ (Request for Qualifications) means the official documents setting forth information and requirements; contract forms, bonds, and certificates; general and supplementary conditions of the Contract Documents; the specifications; and, the plans and drawings of the Project.

Schedule of Values means that detailed schedule of the cost of materials, the cost of labor, the cost of equipment and the cost of subcontractor Work for the Project. Schedule of Values will be used to support Progress Payments in accord with Article 6.6.

Scope of Work means the Work as defined and described in Article 2 of this Agreement.

Shop Drawings are drawings, diagrams, schedules, and other product data specifically prepared for the Work by the CMAR or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate the specific requirements for some portion of the Work. The Construction Drawings may not be used as Shop Drawings.

Subcontractor means a person, firm or corporation having a direct contract with the CMAR including one who furnishes material worked to a special design according to the RFQ for this Work, but does not include a person, firm, or corporation merely furnishing material not so worked.

Sub-subcontractor means a person, firm or corporation having a direct contract with any of the CMAR's Subcontractors, including one who furnishes material worked to a special design according to the RFQ for this Work, but does not include a person, firm, or corporation merely furnishing material not so worked. In all instances hereunder the terms and conditions applicable to Subcontractors also apply to Sub-subcontractors for the benefit of the County.

Substantial Completion means that date on which, as certified in writing by Consultant, the Work, or a portion thereof designated by the Project Manager in his or her sole discretion, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied, the County or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects for its intended purpose, and CMAR has demonstrated through specified performance testing that all parts and systems operate as required to meet all Acceptance Performance Criteria. A County Certificate of Substantial Completion must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof is not to be determinative of the achievement or date of Substantial Completion.

Substantial Completion Date Certain means the date on which the CMAR must have achieved Substantial Completion as defined in Article 4 herein, and is a material term of this Agreement, subject to modification only under the terms of this Agreement.

Surety means the surety company or individual that is bound by the Performance bond and Payment bond with and for CMAR who is primarily liable. The bound surety company or individual is responsible for CMAR's acceptable and timely performance of the Work under the contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes, as amended from time to time.

Technical Specifications are the versions of those plans and specifications agreed to between the County and the CMAR the design specifications, plans and technical information concerning the detailed requirements for the Project dated (date to be established upon the completion of the same), prepared by T.Y Lin International (project no. 5087) and incorporated by reference into the Scope of Work.

Total Contract Price means the total amount established in the Phase I Agreement as the not-to-exceed price for the Pre-Construction Fee plus the amount established in the Phase II Agreement as the GMP, as modified by properly approved Change Orders. The Total Contract Price constitutes the limit on the total compensation that may be due and payable, as agreed, to the CMAR.

RFQ140308
 CMAR Services for Improvements to Estero Boulevard
 CONTRACT # 7114

Work means the totality of the obligations, including construction and other services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment, and service provided or to be provided by CMAR to fulfill CMAR's obligations. The Work may constitute the whole or a part of the Project.

Written Notice will be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last known business address. Electronic, facsimile (FAX), or other telephonic transmission will not be considered as written notice.

ARTICLE 2
SCOPE OF WORK

The CMAR will furnish professional Construction Management at Risk Services for the Project described in RFQ, as per Construction Documents, Scope of Work, and attached in Exhibit B, upon issuance of County's Notice to Proceed by the County's Project Manager.

This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge that this Agreement is limited to Phase II for the construction of Improvements to Estero Boulevard Project as per the Construction Documents.

CMAR has reviewed the Construction Documents for Improvements to Estero Boulevard project and accepts them as complete. The CMAR agrees to furnish the following Services as specifically authorized by Notice to Proceed issued by the County's Project Manager.

2.1 The Contract Price Line Items are as follows:

CONTRACT PRICE
FIXED FEE WITH A GUARANTEED MAXIMUM PRICE (GMP)
FOR IMPROVEMENTS TO ESTERO BOULEVARD
PROJECT CONTRACT "7114" (Exhibit A)

a) Direct Construction Cost	<u>\$ TBD</u>
b) General Conditions Cost	<u>\$ TBD</u>
c) Construction Management Fee	<u>\$ TBD</u>
d) County Contingency	<u>\$ TBD</u>
e) Sales Tax Recovery Savings	<u>\$(0.00)</u>
TOTAL GMP (ALL INCLUSIVE)	<u>\$ TBD</u>

2.2 CMAR hereby agrees to furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the Work described in the attached Scope of Work ("SOW"), incorporated as Exhibit B and the Contract Documents, which include the Construction Documents for Improvements to Estero Boulevard Project, Technical Specifications, and Addenda for the Project known as the RFQ140308 CONTRACT 7114 and all plans by the Consultant.

2.3 Construction Management (CM) Services. In addition to all other obligations under this Agreement, throughout the Construction Phase of the Project, the CMAR will provide Construction Phase Services, generally consisting of coordinating and managing the building process as an independent contractor, in cooperation with the County, the Project Manager, the Consultant and other designated Project consultants. Construction Phase Services include, but are not limited to:

- 2.3.1 Developing and delivering schedules, preparing construction estimates, performing Constructability review, analyzing alternative designs, studying labor conditions for additional Work, if any, added after the Pre-Construction Phase is complete; coordinating and communicating the activities of the Construction throughout the Construction Phase; continuously monitoring the Project schedule and recommending adjustments to ensure completion of the Project in the most expeditious manner possible;
- 2.3.2 Working with the County, Project Manager, and the Consultant to review the design, participate in decisions regarding construction materials, methods, systems, phasing, and costs, and suggest modifications to achieve the goals of providing the County with the highest quality Project within the budget, GMP and schedule to the extent these activities were not covered by the Pre-Construction Phase Agreement;
- 2.3.3 Providing Value Engineering ("VE") services ongoing through the Project. CMAR will develop cost proposals, in the form of additions to or deductions from the GMP, including detailed documentation to support such adjustments and submit the proposals to County for its approval. CMAR acknowledges that VE services are intended to improve the value received by County with respect to cost reduction or life cycle of the Project;
- 2.3.4 Holding and conducting periodic meetings with the County and the Consultant to coordinate, update, and ensure progress of the Work;
- 2.3.5 Submitting monthly written reports to the Project Manager. Each report must include, but is not limited to, Project updates including (i) actual costs and progress for the reporting period as compared to the estimate of costs; (ii) explanations of significant variations; (iii) work completed; (iv) work in progress; (v) changes in the work; and, (vi) other information as determined to be appropriate by the County. Oral or written updates will be provided to the County as deemed appropriate by the CMAR or as requested by the County;

- 2.3.6 Maintaining a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered, safety violations, incidents of personal injury and property damage, and other similar relevant data as the County may reasonably require. The log must be available to the County and Consultant on request;
- 2.3.7 Developing and implementing a system of cost control for the Work acceptable to Project Manager, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The CMAR will identify variances between actual and estimated costs and report the variances to the County and Consultant at regular intervals;
- 2.3.8 At the sole option of the County, and as directed by the Project Manager, utilizing the EADocs web-based software, access to which will be provided to the CMAR at the County's cost.
- 2.3.9 Cooperating with any and all consultants hired by County;
- 2.3.10 At County's request, cooperating and performing warranty and inspection Work for the Project through the expiration date of the applicable warranty period;
- 2.3.11 Assisting County with startup of the Project. Such start up may occur in phases due to phased occupancy or use;
- 2.3.12 Incorporating inspection agents' activities into the Project schedule and coordinating Subcontractors required to participate in the commissioning and inspection process;
- 2.3.13 Performing all other obligations and providing all other services set forth in the Contract Documents; and performing all other acts and supplying all other things necessary to fully and properly perform and complete the Work as required by the Contract.
- 2.3.14 Developing a Detailed Project Schedule, utilizing Critical Path Method (CPM) logic sequencing, reflecting the design (remaining portion thereof) and construction of the overall Project.
- 2.3.15 Using the completed Detailed Project Schedule, develop a Project Control Schedule, in a bar graph format. The purpose of the Project Control Schedule is to summarize the information contained in the CPM schedule in order to provide the project team with a management tool and an overall project visual aid to easily determine the schedule and status of the total project. The information derived from the Detailed Project Schedule and the Project Control Schedule will become part of the CMAR's management plan as developed by the CMAR.

- 2.3.16 Updating, on a monthly basis, both the Detailed Project Schedule and the Project Control Schedule throughout the term of the Pre-Construction and Construction Phases of the Project as part of the CMAR's management activity.
- 2.4 The Construction Drawings will have the same effect as if shown or mentioned respectively in both this Agreement and the RFQ. In the event of a conflict among the Contract Documents, the most stringent requirements applicable to the CMAR will control.
- 2.5 The organization of the Technical Specifications into divisions and sections and the arrangement of drawings does not control CMAR in dividing the Work among subcontractors or in establishing the extent of the Work to be performed by any trade. The organization of the Technical Specifications and the arrangement of the Construction Drawings is for the convenience of the CMAR and is not intended to relieve the CMAR from its obligation to conduct a complete study of the Technical Specifications, and Addenda for the purpose of directing and coordinating the various subcontractors and suppliers as to their respective responsibilities.
- 2.6 The parties may execute one or more Early Work Authorizations identifying specific Construction Phase Services that must be performed in advance of establishment of the GMP, without exceeding a not to exceed budget, a not to exceed guaranteed maximum price, or a fixed price ("Early Work Price") to be stated in the Early Work Authorization, which will be approved pursuant to a Change Order. If the Early Work Price is a not to exceed budget, then CMAR will be obligated to perform the Early Work only to the extent that the Direct Construction Cost therefor, together with the Construction Management Fee, does not exceed the Early Work Price; however if CMAR performs Early Work with a cost in excess of the Early Work Price the CMAR must pay such excess cost without reimbursement. If one or more Early Work Authorizations are executed, the CMAR must diligently continue to work toward development of a GMP Amendment acceptable to County, which incorporates the Early Work Authorizations.

ARTICLE 3 **CONSULTANT'S AUTHORITY**

- 3.1 Consultant may provide, as requested by the County, selected technical and management services to assist the County in maintaining schedules, establishing budgets, controlling costs, and achieving quality.

ARTICLE 4 **TIME FOR PERFORMANCE**

4.1 Agreement Time:

CMAR will be instructed to commence the Work by written Notice to Proceed issued by the Project Manager. The Notice to Proceed will not be issued until CMAR's submission to County of all required documents, after execution of this Agreement and the Contract Documents by both parties. Receipt of all permits by CMAR is a condition precedent to commencement of the physical Work. The Work to be performed pursuant to the Notice to Proceed, including the submission of a Project Schedule, Schedule of Values, and Submittal Schedule must be completed within thirty (30) calendar days of the Project Initiation Date specified in the Notice to Proceed.

4.1.1 Time is of the essence throughout this contract. The Substantial Completion Date Certain is (to be determined upon the establishment of the GMP). The Final Completion Date Certain is (to be determined upon the establishment of the GMP). The total Project must be completed and ready for final payment in accordance with Article 6 on or before the Final Completion Date Certain.

4.1.2 Upon failure of CMAR to Substantially Complete the Project on or before the Substantial Completion Date Certain, as adjusted for time extensions provided by the Contract Documents, CMAR will pay to County the sum of \$ (to be negotiated once the GMP is established) for each calendar day after the time specified as Substantial Completion Date Certain, as adjusted for time extensions provided by the Contract Documents. After Substantial Completion, as adjusted for time extensions provided by the Contract Documents, if CMAR fails to complete the remaining Work on or before the Final Completion Date Certain, CMAR will pay to County the sum of \$(to be negotiated once the GMP is established) for each calendar day after the Completion Date Certain, plus any approved extensions, for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to County for its inability to obtain full beneficial occupancy of the Project.

Liquidated damages are hereby fixed and agreed upon between the parties, consistent with the calculations jointly and collaboratively prepared and attached as **Exhibit C**, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both parties desiring to obviate any questions of dispute concerning the amount of said damages and the cost and effect of the failure of CMAR to complete the Project on time. The above-stated liquidated damages will apply separately to each phase of the Project for which a time for completion is given. Liquidated damages hereunder are the County's sole and exclusive remedy for CMAR's breach of any provision of this Article 4 and County waives all claims to consequential damages.

- 4.1.3 Project Manager is authorized to deduct all or a portion of the liquidated damages to which the County is entitled under Article 4.1.2 from monies due to CMAR for the work under this contract. As a condition precedent to the Project Manager's authorization under this section 4.1.3, the Project Manager shall provide CMAR a ten (10) day written notice of the intent to deduct liquidated damages from CMAR payment requests.
- 4.1.4 Extensions to the Project Time for delays caused by the effects of inclement weather or events of Force Majeure must be submitted as a request for change in Project Time pursuant to Article 4.3. These time extensions are justified only when rain, inclement weather conditions, related adverse soil conditions or other events of Force Majeure prevent CMAR from productively performing controlling items of work identified on the accepted schedule or updates, resulting in CMAR being unable to Work at least 50% of the normal workday on controlling items of Work identified on the accepted schedule or updates due to adverse weather conditions or events of Force Majeure.

4.2 **Substantial Completion Date:**

When CMAR considers that the Work, or a portion thereof designated by Project Manager pursuant to Article 4.4 hereof, has reached Substantial Completion, CMAR must notify Project Manager in writing. Project Manager will then promptly inspect the Work.

When Project Manager, on the basis of such an inspection, determines that the Work or designated portion thereof is Substantially Complete, Project Manager will prepare a Certificate of Substantial Completion, which will establish the Date of Substantial Completion; state the responsibilities of County and CMAR for security, operation, safety, maintenance, utilities, damage to the work, insurance, and warranties; and, list all work yet to be completed (Punch List) to satisfy the requirements of the Contract Documents for Final Completion. Failure to include any items of corrective work on the Punch List does not alter the responsibility of CMAR to complete all of the work in accordance with the Contract Documents. The Certificate of Substantial Completion must be executed by the CMAR and submitted to the Project Manager, thereafter the final acceptance of the Certificate of Substantial Completion by the County must be in writing counter-signed by the County Department or Division Director.

4.3 **Notification Of Request For Change Of Agreement Time Or Contract Price:**

- 4.3.1 Any request for a change in the Project Time or Contract Price must be made by written notice, delivered by CMAR to the Project Manager within five (5) calendar days of the commencement of the event giving rise to the request, unless as otherwise agreed upon between the parties, stating the general nature of the request. Notice of the specific nature and elements of the request must be

delivered within twenty (20) calendar days after the date of the initial written request, unless as otherwise agreed upon between the parties. Thereafter, within ten (10) calendar days of the termination of the event giving rise to the request, unless as otherwise agreed upon between the parties, notice of the extent of the request with supporting data must be delivered unless the County allows an additional period of time to ascertain more accurate data in support of the request. The notice regarding the extent of the request must be accompanied by CMAR's written statement that the adjustment requested is justified as a result of the occurrence of the event. All requests for adjustment in the Project Time or Contract Price will be determined by the County in accordance with Article 5 hereof. NO REQUEST FOR AN ADJUSTMENT IN THE AGREEMENT TIME OR CONTRACT PRICE WILL BE VALID IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

4.3.2 The Project Time will be extended in an amount equal to time lost due to delays beyond the control of, and through no fault or negligence of, CMAR if the request is made and substantiated as provided in this Article 4.3. Such delays include, but are not limited to, acts or neglect by any separate independent contractors employed by County, or events of Force Majeure.

4.3.3 Approved extensions of the Project Time do not include a corresponding approval of payment for extended General Conditions unless specifically requested by the CMAR and approved by the County. CMAR must provide a detailed request for additional General Conditions that includes itemized costs and justification for the request as part of the request for an extension of the Project Time. Approval of the request for additional General Conditions is at the sole discretion of the Project Manager, and may be approved, denied, or approved in part.

4.3.4 Approved extensions of the Project Time do not include a corresponding approval of payment for extended or additional Construction Management Fee.

4.4 Use Of Completed Portions:

4.4.1 County has the right, at its sole option, to take possession and use of any completed or partially completed portions of the Project. Such possession and use may not be deemed an acceptance of any of the Work not completed in accordance with the Contract Documents. If such possession and use increases the cost of or delays the Work, CMAR will be entitled to reasonable extra compensation, or reasonable extension of time or both, by appropriate adjustment pursuant to Article 5.

4.4.2 In the event County takes possession of any completed or partially completed portions of the Project, the following will occur:

1. County must give notice to CMAR in writing at least 15 calendar days prior to County's intended occupancy of a designated area.

2. CMAR must complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Substantial Completion in the form provided by the County.
 - (a) Upon the Project Manager's issuance of a Certificate of Substantial Completion, County will assume full responsibility for maintenance, utilities, subsequent damages of or by the County and the public, adjustment of insurance coverage, and start of warranty for the occupied area.
 - (b) CMAR must complete all items noted on the Certificate of Substantial Completion within the time specified in Article 4.2 and request final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, the Project Manager will issue a Final Certificate of Payment relative to the occupied area.
 - (c) If the County finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use may not commence prior to a time mutually agreed upon by County and CMAR and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions may not be canceled or lapsed on account of the partial occupancy or use. Consent of CMAR and of the insurance company or companies to the occupancy or use may not be unreasonably withheld.

ARTICLE 5
CHANGES IN THE WORK OR TERMS OF CONTRACT DOCUMENTS

- 5.1 Without invalidating this Agreement and without notice to the surety, County reserves and will have the right, from time to time, to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any changes, increases or decreases to the Work within the scope of this project must be accomplished by means of an appropriate Change Order in accordance with the requirements of the Contract Documents.
- 5.2 Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties, with the same formality and of equal dignity prior to the initiation of any work reflecting such change. This section does not prohibit the issuance of Change Orders executed only by County as hereinafter provided.

5.3 The Project Manager may direct the CMAR to expedite the Work by whatever means the CMAR may use, including, without limitation, increasing staffing or working overtime to bring the Work back within the progress schedule. If the expediting of Work is required due to reasons outside the control or responsibility of the CMAR, then the additional costs incurred will be the subject of an appropriate adjustment issued pursuant to Article 5, as applicable.

5.4 **Change Orders:**

5.4.1 Changes in the quantity or character of the Work within the scope of the Project that are not properly executed, or the subject of Field Orders, including all changes resulting in changes in the Contract Price or Project Time, may be authorized only by written Change Orders approved and issued in accordance with the provisions of the Contract Documents and the applicable County Procurement Policies.

5.4.2 Without invalidating this Agreement and without notice to any surety, County reserves and will have the right, from time to time to make increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any changes, increases or decreases to the Work within the scope of this project must be accomplished by means of appropriate Change Orders.

5.4.3 The CMAR's Construction Management Fee based upon changes approved by the County that exceed the GMP must be determined as follows:

1. A mutually acceptable fixed fee, or if none can be agreed upon,
2. A fee based upon a percentage of the net change to the Direct Construction Cost resulting from the Change Order, approved in accordance with this Article, at the percentage used to establish the Construction Management Fee set forth in Article 2.1.

5.4.4 Pursuant to the County Procurement Policies, all changes to construction contracts exceeding the GMP must be approved in advance in accordance with the value of the Change Order or the calculated value of the time extension. CMAR may not start work on any changes requiring an increase in the Contract Price or Project Time until a Change Order setting forth adjustments is approved and issued by the County. If the CMAR commences Work pertaining to a Change Order prior to receiving written authorization through the Project Manager, they do so at their own risk and assume all associated responsibility and costs. Upon receipt of a Change Order, CMAR must promptly proceed with the Work set forth within the document.

5.4.5 In the event satisfactory adjustment cannot be reached for any item requiring

a change in the Contract Price or Project Time, and a Change Order has not been issued, County reserves the right at its sole option to make arrangements as may be deemed necessary to complete the Work for which satisfactory adjustment could not be reached.

- 5.4.6 On approval of any change in this Agreement increasing the Contract Price, CMAR must ensure that the Performance Bond and Payment Bond are increased so that each reflects the total Contract Price as increased.
- 5.4.7 Reallocating Projected Cost Underruns after Bid (Offer) Buyout. At fifty percent (50%) completion of the Work hereunder, CMAR will review projected costs and provide the County with a buyout status report showing any projected cost underruns, reconciling accepted Offers and other reasonably anticipated costs, to the cost estimate used by CMAR to establish the GMP. CMAR must include with its report any underlying documentation requested by County used to develop or support such report. CMAR will also consider the reduced risk associated with known subcontracting costs, and the impact that reduced risk has on the amount of the County's Contingency. The parties will negotiate in good faith to execute Contract Price Line Item Adjustment Memorandum, pursuant to Article 5.6, transferring an appropriate portion of any projected cost underruns to the County Contingency fund to be held within the GMP to pay for additional costs arising from (a) any County directed or approved change to the Work; (b) schedule changes that would otherwise entitle CMAR to an increase in the GMP; (c) Allowance items after exhaustion of all Allowances; (d) selection by County of more expensive alternates than those used for calculation of the GMP; (e) County selection of substitutions that increase the Direct Construction Cost; or, (f) any other costs that otherwise would entitle CMAR to an increase in the GMP under this Agreement. Any transfer of projected cost underruns to the County Contingency fund will not affect CMAR's obligation to furnish County with a complete, fully functional facility within the GMP without use of the funds transferred to the County Contingency fund unless such funds are released by County for the purposes set forth in (a) through (f) of this Article 5.4.7 Any transfer of funds to the County Contingency fund will not reduce the Construction Management Fee, nor will any subsequent release and use of funds from the County Contingency fund for the purposes set forth in (a) through (f) of this Article 5.4.7 increase the Construction Management Fee.

5.5 **Field Orders:**

- 5.5.1 Project Manager will have the right to approve and issue Field Orders setting forth written orders, instruction, or interpretations concerning the Contract Documents, provided the Field Orders involve no change in the Contract Price or Project Time.

5.6 GMP Line Item Adjustment Memoranda:

CONTRACT PRICE
FIXED FEE WITH A GUARANTEED MAXIMUM PRICE (GMP)
FOR IMPROVEMENTS TO ESTERO BOULEVARD PROJECT (Exhibit A)

a)	Direct Construction Cost	<u>\$ TBD</u>
b)	General Conditions Cost	<u>\$ TBD</u>
c)	Construction Management Fee	<u>\$ TBD</u>
d)	County Contingency	<u>\$ TBD</u>
e)	Sales Tax Recovery Savings	<u>\$ (0.00)</u>

TOTAL GMP (ALL INCLUSIVE) \$ TBD

The Project Manager will have the right to issue certain Contract Price Line Item Adjustment Memoranda (CPLI Memoranda/Memorandum). Issuance of a CPLI Memorandum is the process required to explain the nature and reason for the reallocation of sums between the Contract Price Line Items within the Contract Price. Each CPLI Memorandum must identify the established Line Item amounts as indicated above and specifically identify the change to the Line Item amount that is the subject of the CPLI Memorandum. In no event will the Contract Price be modified except by following an appropriately approved Change Order. Memoranda may be required and issued, provided they do not result in a change to the Contract Price, and provided that amounts will only be transferred from Line Items (a) through (e) above by prior mutual written agreement of the CMAR and the County.

At the Completion of the Work, a Final Close Out Memorandum will be issued in conjunction with a final Change Order to remove any remaining sums within the Direct Construction Costs and General Conditions not expended and to thereafter reduce the GMP accordingly, with any such amounts vesting in the County.

5.7 No Damages For Delay:

No claim for damages, or any claim other than for an extension of time, may be made or asserted against County by reason of any delays. CMAR is not entitled to an increase in the Contract Price or payment or compensation of any kind from County for direct, indirect, consequential, impact, or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency arising because of delay, disruption, Eichleay Formula Costs, interference or hindrance from any cause whatsoever, whether the delay, disruption, interference, or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision does not preclude recovery of damages by CMAR for hindrance or delays due solely to fraud, bad faith, or active interference on the part of County or its agents. Otherwise, CMAR is entitled only to extensions of the Project Time as the sole and exclusive remedy for the resulting delay, in accordance with and to the extent specifically

provided above. This provision may not preclude an appropriate adjustment under Article 5.3, if the Project Manager directs the CMAR to expedite the Work to bring the Project back within the progress schedule and reasons for the need to expedite the Work were outside the CMAR's control.

5.8 **Excusable Delay: Compensable and Non-Compensable**

5.8.1 Excusable Delay: Delay extending the completion of the Work that is caused by circumstances beyond the control of CMAR or its subcontractors, materials persons, suppliers, or vendors is Excusable Delay. CMAR is entitled to a time extension of the Project Time for each day the Work is delayed due to excusable delay. CMAR must document its claim for any time extensions.

Failure of CMAR to comply with Article 4.3 hereof as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment, or relinquishment of any and all claims resulting from that particular event of delay.

5.8.2 Excusable Delay may be compensable or non-compensable.

1. Compensable Excusable Delay. Excusable Delay is compensable only when: (i) the delay extends the Project Time; AND, (ii) is due solely to fraud, bad faith, or active interference on the part of County or its agents. In no event will CMAR be compensated for interim or non-critical delays, which do not extend the Project Time.

CMAR will be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by CMAR will be limited to the actual additional costs allowed pursuant to Article 6.0 hereof.

County and CMAR recognize and agree that the amount of CMAR's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract Documents, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by the CMAR will be determined on a daily basis for each day the Project Time is delayed due to a Compensable Excusable Delay. These indirect costs will be paid to compensate CMAR for all indirect costs caused by a Compensable Excusable Delay and will be limited to: (a) all profit on indirect costs; and, (b) home office overhead for each day the Contract is delayed due to a Compensable Excusable Delay.

2. Non-Compensable Excusable Delay. When Excusable Delay is not due solely to fraud, bad faith, or active interference on the part of County or its agents, then CMAR will be entitled only to a time extension and no further compensation for the delay.

ARTICLE 6 **PAYMENTS AND COSTS**

- 6.1 In full consideration of the full and complete performance of the Work and all other obligations of the CMAR hereunder, the County will pay to the CMAR a sum of money not to exceed the Total Contract Price that is defined as the total of: (i) the CMAR's Direct Construction Costs; (ii) the amount of the CMAR's General Conditions expended; (iii) the appropriately authorized amount of the approved County Contingency expended; (iv) the CMAR's Construction Management Fee; and, (v) the Pre-Construction Fee paid. The Total Contract Price may not exceed the sum shown as the Total GMP plus the Pre-Construction Fee paid, adjusted to take into account any approved Change Orders and means those costs necessarily incurred and paid by the CMAR in connection with the performance of all the Work.
- 6.2 After completion and acceptance of the Work, in the event that all payments related to the Pre-Construction Fee plus the Direct Construction Cost plus the General Conditions Cost plus the Construction Management Fee are less than the Total Contract Price after giving effect to adjustments to the GMP made in accordance with this Agreement, then the difference between the all payments related to the Pre-Construction Fee plus the Direct Construction Cost plus the General Conditions Cost plus the Construction Management Fee on the one hand and the Total Contract Price on the other hand is the "savings". Prior to making this calculation, and for the purpose of this calculation only, the remaining balance of the County Contingency will be deducted from the GMP. In the event that the CMAR's total approved expenditures for the Project exceed the Total Contract Price, the CMAR must pay such excess from its own funds, and the County will not be required to pay any amount that exceeds the Total Contract Price; and, the CMAR will have no claim against the County on account thereof.
- 6.3 The term "Direct Construction Cost" means the sum of all direct costs necessarily and reasonably incurred and paid by the CMAR in the performance of the Work; and, does not include General Condition Costs. Direct Construction Costs must be at rates not higher than those customarily paid in the locality of the Project except with the prior written consent of County. The Direct Construction Cost includes only those items set forth in this Article. Direct Construction Cost will be determined as set forth in Articles 6.3.1, 6.3.2, and 6.5, or as otherwise specifically articulated in the Scope of Work.

6.3.1 Subcontractor Costs:

1. Where the Work is covered by unit prices contained in the Contract Documents or an applicable subcontract, the Direct Construction Cost will be determined by application of unit prices to the quantities of items involved.
2. Whenever a change in subcontractor work is to be based on mutual

- acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CMAR must submit an initial cost estimate from the subcontractor that is acceptable to the County. The cost estimate must include a breakdown listing the quantities and unit prices for materials, labor, equipment, and other items of cost. Whenever a change involves more than one subcontractor, and the change is an increase in the GMP, the overhead and profit percentage of each subcontractor, and the CMAR, if applicable, must be itemized separately.
3. If the subcontract provides that the subcontractor is to be paid on the basis of Direct Construction Cost plus a fee, the subcontractor's Direct Construction Cost must be determined in the same manner as CMAR's Direct Construction Cost, subject to the limitations on fees set forth in Article 6.5.
 4. If changes to subcontracted Work affect the GMP, the changes must be accomplished in accordance with Article 5.4, Change Orders. The amount of decrease in the GMP for any change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and decreases are involved in any one change, the combined effect will be figured on the basis of the net change in the GMP, if any.
 5. The CMAR hereby agrees and acknowledges that the limited portion of the Florida Prompt Payment Act, set forth in Florida Statutes s. 218.735(6) pertaining to "Timely payment for purchases of construction services" is incorporated by reference into this Agreement with respect to the CMAR's obligation to pay subcontractors. Consistent with s. 218.735(6), when CMAR receives payment for labor, services, or materials furnished by any subcontractor or suppliers hired by the CMAR, the CMAR must remit payment due to those subcontractors and suppliers within 15 days after the CMAR's receipt of payment; and, CMAR will flow this requirement to its sub-subcontractors such that when a subcontractor receives payment from a contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor will remit payment due to those subcontractors and suppliers within 15 days after the subcontractor's receipt of payment.

6.3.2 **Materials and Equipment:**

Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith, adjusted in accordance with Article 8.1, pertaining to Discounts, Rebates and Refunds; rentals of all construction equipment and machinery and the parts thereof, whether rented from CMAR or others in accordance with rental agreements and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts must cease when the use thereof is no longer necessary for the Work.

6.3.3 **General Conditions Costs.** Consistent with the definition set forth in Article 1,

the General Conditions Items are as follows:

1. Wages of construction workers directly employed by CMAR to perform the construction of the Work at the project site or at off-site workshops.
2. Wages or salaries of the CMAR's supervisory, technical, and administrative personnel who are stationed at the project site.
3. Wages and salaries of CMAR's supervisory and administrative personnel engaged at factories, workshops, or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
4. Wages and salaries of CMAR's supervisory, technical, and administrative personnel, when assigned to and specifically working on this Project in the CMAR's administrative or home offices, charged without mark-up.
5. Fringe Benefits rate of 0% expressed as a percentage of Direct Salaries, provided such markup applies only to those wages and salaries included in the General Conditions.
6. Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities (including project field offices, furniture fixtures, field computer equipment and software), machinery, appliances, equipment, temporary facilities at the site, and hand tools not customarily owned by the construction workers, which are provided by CMAR at the Project site and fully consumed in the performance of the Work; and, costs less salvage value on such items if not fully consumed, whether sold to others or retained by CMAR.
7. Rental charges, at standard industry rates for the area, for temporary facilities, machinery, vehicles, equipment, and hand tools not customarily owned by the construction workers, which are provided by CMAR at the Project site, whether rented from CMAR or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from CMAR or others, must be provided.
8. Cost of clean-up on the Project sites and removal of debris from the Project sites. The Project sites, lay-down locations, and staging sites will be kept clear of all debris on a daily basis. All subcontracts must require subcontractors to remove all debris daily created by their activities, and the CMAR must exercise its best efforts to enforce these requirements or effect the removal of the debris of the subcontractors who fail in this regard. Provided, however, the CMAR will not be required to remove debris created by the County's separate contractors except pursuant to Change Order procedures set forth herein.

9. Costs of long distance telephone calls, cellular telephone calls, Internet service, postage and parcel delivery charges, telephone service at the Project site, and facsimile transmission incurred in direct support of the Work at the Project location. (Costs to be documented by detailed receipts)
10. Costs of obtaining and using any utility services (including temporary utility services) required for the Work that are not paid directly by County, including fuel and sanitary services at the Project sites, which is directly attributable to the Project Work. (Charges applicable to usage during the Project construction will be detailed separately.)
11. Costs of blueprints, office supplies, first aid supplies, and related miscellaneous costs reasonably incurred in direct support of the Work at the Project location. (Costs to be documented by detailed receipts).
12. That portion of the reasonable travel and subsistence expenses of CMAR's personnel, assigned to the Project site, incurred while traveling outside of the Lee County area in discharge of duties connected with the Work, excluding required local travel to and from the site of the Work.
13. That portion of necessary transportation, travel, and subsistence expenses of CMAR's employees, excluding travel time, incurred in discharge of duties connected with the Work within Lee County, except for local travel to and from the site of the Work.
14. Temporary living and travel expenses of employees who are not relocated, but assigned to the Project, if specifically approved by the County.
15. Cost of reproducing and printing.
16. Sales, use, or similar taxes imposed by a governmental authority that are related to the Work and for which CMAR is liable. Federal, state, municipal, sales, use, and other taxes required by law, as applicable to the Project, all with respect to service performed or materials furnished for the Work, it being understood that none of the foregoing includes, federal, state, or local income or franchise taxes.
17. Fees and assessments for the building permit and for other permits, licenses, and inspections for which CMAR is required by the Contract Documents to pay.
18. Fees of testing laboratories for tests required by the Contract

Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of this Agreement

19. Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents.
20. Deposits lost for causes, other than CMAR's negligence.
21. Legal, mediation and arbitration costs, other than those arising from disputes between County and CMAR, reasonably incurred by CMAR in performance of the Work and with County's prior written consent.
22. Cost of Partnering.
23. Cost of site safety and security, with the exception of traffic safety for the Project sites, as may be required.
24. Cost of documentation, inspection and testing as required by the Contract Documents or the Construction Documents. This includes the costs of progress photographs and videos.
25. Bonds and insurance premiums as required by Contract (except the Payment and Performance Bonds will be invoiced separately as 'pass through costs'). Premiums (Net) on bonds and insurance, including subcontractor bonds, if any that the CMAR is obligated to secure and maintain under the terms of the Contract Documents and other insurance and bonds as may be required, subject to the written approval of the County. Premiums paid, as part of CMAR's Cost, must be net of trade discounts, volume discounts, dividends and other adjustments. All insurance and bonds must be provided by companies acceptable to the County.

Self-insurance by the CMAR or insurance through any affiliates of CMAR will not be permitted without the County's prior written approval. County's approval will not be required on a subcontractor bond, and premiums thereof will be considered a Direct Construction Cost.
26. Cost of premiums for additional bonds and insurance required because of changes in the Work.
27. Cost to protect the Work and adjacent property from loss and damage (other than insurance premiums).

28. The costs and expenses actually sustained by the CMAR in connection with the Work, of protecting and repairing adjoining property, if required, except to the extent that the cost or expense is:
- (a) The responsibility of the CMAR under Article 2, reimbursable by insurance or otherwise;
 - (b) Due to the failure of the CMAR to comply with the requirements of the Contract Documents with respect to insurance; or
 - (c) Due to the failure of any officer of the CMAR or any of its representatives having supervision or direction of the Work to exercise good faith or the standard of care normally exercised in the conduct of the business of a general contractor experienced in the performance of work of the magnitude, complexity and type encompassed by the Contract Documents, in any of which events the expenses will not be included in CMAR's costs.
29. Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the Work, if approved by County in writing.
30. Any other expenses or changes incurred, with the prior written approval of the County, in the performance of the Work.
- 6.4 The term "General Conditions Cost" means the sum of all General Conditions, as defined in this agreement necessarily and reasonably incurred and paid by the CMAR in the performance of the Work. Such costs must be at rates not higher than those customarily paid in the locality of the Project except with the prior written consent of County. The General Conditions Cost includes only those items set forth in the definition of General Conditions and Article 6.3.3. General Conditions Cost will be determined as set forth in Articles 6.3.3 and 6.5.
- 6.5 **Exclusions To Direct Construction Cost And General Conditions Cost:** Overhead is defined as any and all other costs, not specifically referenced in Article 6, of the CMAR and its operation that are not in direct support of the Project. The CMAR agrees to furnish and perform, as a part of the Construction Management Fee without reimbursement, said overhead items. The terms "General Conditions Cost" and "Direct Construction Cost" do not include any of the following:
- 6.5.1 Payroll costs and other compensation of CMAR's officers, executives, principals (of partnership and sole proprietorship), general managers, estimators, purchasing and contracting agents, clerks, and other personnel employed by CMAR whether at the Project sites or in its principal or a branch office for general administration that are not specifically included in the General Conditions. These will be considered administrative costs covered by CMAR's Construction Management Fee.

- 6.5.2 Other than those expenses authorized in Article 6.3.3, expenses of CMAR's principal and branch offices.
 - 6.5.3 Any part of CMAR's capital expenses, including interest on CMAR's capital employed for the Work and charges against CMAR for delinquent payments.
 - 6.5.4 Other overhead, general expense costs or charges of any kind and the cost of any item not specifically and expressly included in Article 6.
 - 6.5.5 Costs in excess of the GMP.
 - 6.5.6 Entertainment and meal expenses, car allowances, and charges of a personal nature.
 - 6.5.7 Bonuses, pensions, profit sharing, or other special labor charges not specifically included in Article 6.3.3, above.
 - 6.5.8 Any outside legal or County accounting fees incurred without prior written approval from the County Attorney, which approval is at the sole discretion of the County Attorney.
- 6.6 **Progress Payments:**
- 6.6.1 CMAR may make Application for Payment for Work completed during the Project at intervals of not more than once a month unless agreed by the Project Manager. CMAR's application must show a complete breakdown of the Project's Schedule of Values, and actual cost incurred as of the date of the Application for Payment for the Work completed or, as to General Conditions, at cost, plus applicable pro-rated Construction Management Fee due. Each application must be accompanied by the supporting evidence reasonably required by the County, as more particularly described in Article 6.6.4 below. CMAR must submit with each Application for Payment, an updated progress schedule acceptable to the County, either release of liens relative to the Work that is the subject of the Application or consent of the surety as to payment. Each Application for Payment must be submitted to the County for approval. County will make payment to CMAR within 30 days after approval of CMAR's Application for Payment and submission of an acceptable updated progress schedule.
 - 6.6.2 Ten percent (10%) of each progress payment with respect to monies earned by CMAR will be retained by County until 50% completion of the Project, except for Self-performed Work, if any is approved by the County, which will be performed on a cost reimbursement basis. After 50% completion of the Project and prior to Final Payment, County will retain 5% of all progress payments with respect to monies earned by CMAR. The County may retain amounts greater than those set forth above that are the subject of a good

faith dispute pursuant to Florida Statute s. 255.078(6), the subject of a claim brought pursuant to Florida Statutes s. 255.05, or otherwise the subject of a claim or demand by the County or CMAR. The release of any retainage hereunder will be limited to retainage for necessary services actually performed as part of the Project, as determined solely by the Project Manager. The parties agree that "50% completion of the Project" will be determined based upon the progress payments for construction services rendered under this Agreement, including the equipment and materials physically used in construction of the Project, but will not include stockpiled equipment and materials available on the site, but not physically incorporated into the Project. The parties agree that the purpose of the foregoing limitation is to prevent the early release of retainage for stockpiled equipment and materials in advance of the reasonable requirement for use of the same in the Project.

6.6.3 County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of:

1. Defective CMAR or subcontractor Work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CMAR.
3. Failure of CMAR to make payments properly to subcontractors or for material or labor.
4. Failure of CMAR to follow and comply with the instructions in any Field Order, Change Order, or other directive issued by the County or the Project Manager.
5. Damage to another contractor not remedied.
6. Liquidated damages.

6.6.4 The Schedule of Values must list the cost of materials, the cost of labor, the cost of equipment and the cost of subcontractor Work separately for all the portions of the Work delineated. Each monthly Application for Payment will be for a sum equal to (i) that portion of the CMAR's Direct Construction Cost equal to the percentage of the Work completed; plus (ii) an appropriate amount of the Construction Management Fee as related to the percentage of the Work completed. The calculation of the percentage of the Work completed must be in accordance with the approved Progress Schedule; provided, however, prior to the date of the Final Payment Request, and unless subject to reduction under Article 6.6.2, the aggregate of the Construction Management Fee payments may not exceed 90% percent of the Construction Management Fee as stated in Article 2.1.

The CMAR's General Conditions Cost and Direct Construction Cost must be segregated and detailed in a manner satisfactory to the Project Manager to evaluate the charges. The Request for Payment must indicate the percentage of completion of each portion of the Work, and the total Work, as of the end of the period covered by the Application for Payment. The Schedule of Values will be used as one basis for reviewing the Request for Payment when the amounts are approved.

- 6.6.5 If the County, in its good faith judgment, determines that the portion of the GMP then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, no additional payments will be due to the CMAR hereunder unless and until the CMAR, at its sole cost, performs a sufficient portion of the Work so that the portion of the GMP then remaining unpaid is determined by the County to be sufficient to complete the Work.
- 6.7 The Project Manager will review each Request for Payment and may make such exceptions, as the Project Manager reasonably deems necessary or appropriate.
- 6.8 CMAR remains solely liable for subcontractor's Work and for any unpaid laborers, material suppliers, or subcontractors in the event it is later discovered that the Work is deficient or any of the laborers, material suppliers, or subcontractors did not receive payments due them on the Project.
- 6.9 Within 30 days after Final Completion of the Work and acceptance thereof by the County, the CMAR must submit a Final Request For Payment (Final Request) setting forth all amounts due and remaining unpaid to the CMAR (including the unpaid portion of the Construction Management Fee).
- 6.10 Except for the CMAR's Management Fee, the CMAR must use the sums paid to it pursuant to this Article solely for the purpose of performance of the Work and the construction, furnishing, and equipping of the Work in accordance with the Contract Documents and payments of bills incurred by the CMAR in performance of the Work.
- 6.11 The CMAR must promptly pay all bills for labor and material performed and furnished by its subcontractors, suppliers, and materials providers, in connection with the construction, furnishing, and equipping of the Work and the performance of the Work.
- 6.12 **Project Closeout:**

At the Final Completion of the Project the CMAR will provide the County with all operations and maintenance manuals for the Work, close out documents as specified in Exhibit B, and detailed reports as requested by the County, together with the CMAR's calculation of any savings in accordance with Article 6.2 (the "Close Out Documentation"). The County will review the Close Out Documentation and either accept or reject the Close Out Documentation. If the County rejects the Close Out Documentation the County will issue a Close Out Documentation Cure Memorandum

outlining the CMAR's requirements to complete the Close Out Documentation. Once the Close Out Documentation is complete and accepted by the County a Final Close Out Memorandum will be issued in conjunction with a Final Change Order to remove any remaining sums within the Direct Construction Costs and General Conditions Costs and reduce the GMP accordingly. The CMAR's receipt of the Construction Management Fee will be limited to 90% of the total Construction Management Fee until such a time as the Final Close Out Memorandum has been issued.

ARTICLE 7
CONTINGENCIES AND ALLOWANCES:

7.1 The County Contingency:

- 7.1.1 The County Contingency is an agreed upon sum included in the GMP for the purpose of defraying the CMAR's actual approved expenditures for changes requested by the County based upon the Construction Documents used to determine the agreed GMP as identified in Article 2.1.
- 7.1.2 Any costs to be applied against the County Contingency must first be approved by the County in writing. The CMAR will be required to furnish documentation evidencing the expenditures charged to the County Contingency, consistent with County's written approval, prior to release of funds by the County. At Final Completion of the Project, any remaining monies in the County Contingency will vest in the County. The GMP will be reduced in the amount of the County Contingency remaining monies, if any.
- 7.1.3 The County Contingency is controlled by the County and may be used only with prior written approval of the County, consistent with Article 5.4.7, for any of the following:
1. County directed and approved changes to the Work;
 2. Schedule changes that would otherwise entitle CMAR to an increase in the GMP;
 3. Allowance items after exhaustion of all Allowances;
 4. Selection by County of more expensive alternates than those used for calculation of the GMP;
 5. County selection of substitutions that increase the Direct Construction Cost; or,
 6. Any other costs that otherwise would entitle CMAR to an increase in the GMP under this Agreement.

- 7.1.4 Any transfer of funds to the County Contingency fund will not reduce the Construction Management Fee, nor will any subsequent release and use of funds from the County Contingency fund, for the purposes set forth in Article 7.1.3, increase the Construction Management Fee.
- 7.1.5 The existence of a balance in the County Contingency fund will not affect CMAR's obligation to furnish County with a complete, fully functional facility within the GMP without use of the County Contingency funds.

ARTICLE 8

DISCOUNTS, REBATES AND REFUNDS

- 8.1 All cash discounts obtained on payments made by the CMAR accrue to the County unless the CMAR actually advanced its own funds, prior to receipt of funds from County, to make the payment giving rise to the discount. When CMAR becomes aware that a cash discount may be available to County, CMAR must, prior to advancing its own funds, notify Project Manager of the opportunity so County can make the required payment to achieve the discount for the County. CMAR may only advance its own funds if Project Manager declines to make the early payment. All trade discounts, rebates, and refunds and all returns from sale of surplus materials and equipment accrue to County, and CMAR must make provisions so that they may be obtained.
- 8.2 **Sales Tax Recovery**
- 8.2.1 Florida Statutes (FS) s. 212.08(6) and Florida Administrative Code (FAC) Rule 12A-1.094 provide the County with an opportunity to recover the sales tax, otherwise deemed payable by the CMAR or subcontractor, on the purchase of tangible personal property prior to the time it is affixed or incorporated into the County's real property as part of a public works project. In the event of a conflict with this article, the provisions of FS s. 212.08 and FAC Rule 12A-1.094 will control.
- 8.2.2 The Procurement Director, in consultation with the Project Manager (and the County Attorney's Office as necessary) will be responsible to determine whether the substance of a particular transaction is a taxable sale to or use by a contractor, or an exempt direct sale to the County, based upon all of the facts and circumstances surrounding the transaction as a whole.
- 8.2.3 The following criteria, which govern the status of the tangible personal property prior to its affixation to the County's real property, will be used to determine whether the County rather than a contractor (or subcontractor) is the purchaser of materials:

1. Direct Purchase Order. The County must issue its purchase order directly to the vendor supplying the materials the CMAR will use and provide the vendor with a copy of the County's Florida Consumer Certification of Exemption.
2. Direct Invoice. The vendor's invoice must be issued to the County, rather than to the CMAR.
3. Direct Payment. The County must make payment directly to the vendor from public funds.
4. Passage of Title. The County must take title to the tangible personal property from the vendor at the time of purchase or delivery by the vendor.
5. Assumption of the Risk of Loss. Assumption of the risk of damage or loss by the County at the time of purchase is a paramount consideration. The County will be deemed to have assumed the risk of loss if the County bears the economic burden of obtaining insurance covering damage or loss, or directly enjoys the economic benefit of the proceeds of the insurance.

8.2.4 Certificate of Entitlement.

1. To be entitled to purchase materials tax exempt for a public works project, the County is required to issue a Certificate of Entitlement to each vendor and to the County's CMAR to affirm that the tangible personal property purchased from that vendor will go into or become part of the Project.
2. The County purchase order for the tangible personal property to be incorporated into the Project must be attached to the Certificate of Entitlement. The County must issue a separate Certificate of Entitlement for each purchase order.
3. The County must affirm that if the Department of Revenue determines that tangible personal property sold by the vendor tax-exempt pursuant to the Certificate of Entitlement does not qualify for the exemption under FS 212.08(6) or FAC Rule 12A-1.094, the County will be liable for any tax, penalty and interest determined to be due.
4. The County may not transfer liability for the tax, penalty and interest to another party by contract or agreement.
5. The Certificate of Entitlement will be issued by Procurement Management in accord with this Article in a form substantially similar to Attachment 1.

8.2.5 CMAR Liable for Tax.

1. Contractors, including subcontractors, manufacturing, fabricating, or furnishing tangible personal property that the CMAR incorporates into the Project are liable for tax in accordance with FAC Rule 12A-1.051. The contractor and subcontractors, not the County, are deemed to be the ultimate consumers of the articles of tangible personal property they manufacture, fabricate, or furnish to perform their contracts and may not accept a Certificate of Entitlement for these articles.
2. Contractors that supply raw materials such as rock, shell, fill dirt, and similar materials for incorporation into the Project are liable for the tax in accordance with FAC Rule 12A-1.051.
3. Contractors that manufacture and incorporate asphalt into the Project are liable for tax on their costs in accordance with FAC Rule 12A-1.051(12), subject to a partial exemption as provided in FS s. 212.06(1)(c).

8.2.6 Processing a Sales Tax Recovery Request.

1. Purchases processed pursuant to the sale tax recovery provisions and in strict compliance with the criteria set forth in this Article 8.2 are exempt from compliance with the Procurement Code.
2. The solicitation package will state the County intends to use the Sale Tax Recovery process and a sample copy of the purchase order with the County's terms is attached as Attachment 2.
3. The contractor will include the cost of all materials and equipment in the GMP. The GMP must also include (a) all Florida State sales taxes normally applicable to the materials or equipment; and, (b) all clerical, administrative, management, supervisory, inspection, handling, storage, and other costs necessary for the contractor to comply with Sales Tax Recovery.
4. If the County elects to make Sales Tax Recovery purchases, the responsibilities of the County and CMAR will be governed by this Article.
5. The CMAR must require major subcontractors to comply with these provisions.
6. Requisition Request. The CMAR will forward to the County a Requisition Request identifying each item of material or equipment to be purchased by the CMAR for the Project. This Requisition Request must be acceptable to the Project Manager and the Engineer of Record. The Requisition request must include all of the following information:
 - (a) The name, address, telephone number, and contact person for the

- supplier.
- (b) Manufacturer or brand, model or specification number of the item.
 - (c) Quantity needed as estimated by the CMAR or its subcontractors and suppliers.
 - (d) The price quoted by the Supplier for the material or equipment in question.
 - (e) Any sale tax associated with the quote.
 - (f) Shipping, handling, and insurance costs.
 - (g) Delivery date as established by the CMAR or its subcontractors and suppliers.
 - (h) Special terms and conditions that have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions that will revert to the County.
 - (i) Statement, including submittal control numbers, indicating that the materials have been reviewed and approved by the Architect or Engineer during the shop drawing submittal process and otherwise comply with applicable specifications.
7. Upon receipt of a complete Requisition Request, the County will promptly determine which items will be purchased under Sales Tax Recovery. The CMAR will be notified in writing of those items the County does not choose to purchase and the CMAR will be responsible for purchase of those items.
8. The County will prepare a Purchase Order (substantially similar to Attachment 2) for the items the County has chosen to purchase. The Purchase Order will require (a) that the supplier provide shipping and handling insurance; and, (b) delivery on the dates provided in the Requisition Request. A copy of each Purchase Order will be sent to the CMAR to verify that the items ordered are in accordance with the required terms, quantities, and delivery dates.
9. A Certificate of Entitlement will be prepared and executed by Procurement Management in accordance with this Article and attached to each Purchase Order. The Purchase Order and Certificate of Entitlement will be sent to the vendor with a copy to the CMAR.
10. The CMAR will prepare, and the County will execute, deductive Change Orders reflecting the purchases made by the County. The amount of the deduction will bear a direct relationship to the Purchase Order amount plus the sales tax avoided. These Change Orders should be executed before the related Purchase Order is paid.
11. Nothing in this section alters or modifies the procedures for submission of shop drawings and other submittals by the CMAR.

12. Sale Tax Recovery purchases by the County in no way relieve the CMAR of compliance with specification requirements, coordination, protection, scheduling, or warranty.
13. Delivery and Acceptance of Items.
 - (a) The CMAR must: verify receipt of the correct items and quantities; verify documentation; coordinate and inspect delivery; obtain and verify warranties required by the Contract Documents; inspect and accept each item at the time of delivery; unload, handle, and store the items in accordance with the manufacturer's recommendations.
 - (b) As Sales Tax Recovery items are delivered to the job-site, the CMAR and a County representative must visually inspect all shipments, and approve the supplier's shipping documents and invoice. The CMAR will assure that each delivery document identifies the Purchase Order against which the delivery is made. The CMAR will forward approved invoices to the County's representative for payment.
 - (c) The CMAR and County representative will inspect Sales Tax Recovery items prior to acceptance. If the CMAR discovers defective or nonconforming items, the CMAR must promptly notify the County and will assist the County in obtaining repair or replacement of the item. The defective or nonconforming item may not be used in the Project. The CMAR will be fully responsible if the CMAR fails to perform the required inspection or otherwise accepts defective or nonconforming materials, equipment, or other items.
14. The CMAR warrants Sale Tax Recovery items the same as all other materials and equipment furnished by the CMAR; and, nothing in this Article alters or modifies the CMAR's obligations to assist the County relative to warranties.
15. The CMAR must purchase and maintain Builder's Risk Insurance sufficient to protect the entire Project. This insurance will be required in addition to any insurance the County may obtain.
16. The CMAR is liable for any interruption or delay in connection with Sales Tax Recovery items.
17. The CMAR will provide the County's representative with a monthly report documenting the amount and nature of Sales Tax Recovery items accepted by the CMAR. The CMAR will match all material and equipment to Purchase Orders, invoices, delivery tickets, and inspection and acceptance reports.
18. Upon receipt of appropriate documentation from the CMAR, payment will

be made directly by the County to the appropriate supplier/vendor in accordance with the terms and conditions of the Purchase Order.

19. The CMAR will maintain records of all County Sales Tax Recovery purchase items incorporated into the Project. These records must be available for inspection by the County upon request.

ARTICLE 9 **SUBCONTRACTS AND PURCHASE ORDERS**

- 9.1 Unless waived in writing for good cause, by the County or its Project Manager, the CMAR must obtain competitive pricing and subcontracts, in compliance with the requirements of this Article, for 100% of the CMAR's Direct Construction Cost required under this Agreement. All subcontracts and purchase orders will be awarded according to the following procedure:
 - 9.1.1 The CMAR will prepare for the Project Manager's review and approval a list of subcontractors and suppliers for each bid meeting the CMAR's schedule of minimum requirements. The CMAR will obtain bids from a minimum of three subcontractors for each subcontract, when available.
 - 9.1.2 After receiving bids, the CMAR will analyze them and make recommendations to the Project Manager for awards.
 - 9.1.3 If the County designates, as the selected subcontractor or supplier, a bidder whose bid is lower or exceeds that of the bidder recommended by the CMAR, whose bid complies with the Contract Documents (the amount by which the bid of the selected subcontractor is lower than or exceeds the bid of the bidder recommended by the CMAR is referred to herein as the "preferred subcontractor cost differential"), then the Project Manager may designate that the GMP will be decreased or increased by the amount of the preferred subcontractor cost differential, or the Project Manager may authorize in writing use of the County Contingency to fund the preferred subcontractor cost differential.
 - 9.1.4 When the Project Manager has approved the award of any subcontract or purchase order, the CMAR will contract solely in its own name and behalf, and not in the name or behalf of the County, with the specified subcontractor or supplier.
 - 9.1.5 The subcontract will provide that: (a) the subcontractor performs its portion of the Work in accordance with all applicable provisions of this Agreement and the other Contract Documents; (b) the subcontractor will be bound to the CMAR, to the same extent as the CMAR is bound to the County, to name the County as an additional insured on its comprehensive general liability insurance, to the extent permissible by law; (c) the subcontractor will provide an insurance

certificate evidencing the same; (d) the CMAR will have the right to terminate the subcontract in the same manner and by the same method as provided for termination of this Agreement by the County, or as otherwise provided in the subcontract, whichever is more protective of the County's interest; and, (e) in the event this Agreement is terminated for any reason, the subcontractor will, at the County's option, perform its subcontract for the County, or for a Contractor designated by the County, without additional or increased cost, provided the subcontractor is paid in accordance with its subcontract.

- 9.1.6 The CMAR will sign and cause each subcontractor to sign an Assignment of Rights under Construction Subcontract. Nothing contained herein imposes on the County an obligation to assume any subcontract or make payments to any subcontractor to perform, and nothing contained herein creates a contractual relationship between the County and any subcontractor.
- 9.1.7 All subcontracts must, so far as practicable, contain unit prices and any other feasible formula for use in determination of the cost of changes in the Work.

ARTICLE 10 **INSURANCE**

- 10.1 CMAR agrees, at its sole expense, to maintain on a primary basis during the life of this Agreement, or the performance of Work hereunder, insurance coverages, limits, and endorsements unless otherwise noted herein. CMAR agrees to provide evidence of Commercial General Liability, Contractor's Professional Errors & Omissions Liability, and Commercial Umbrella/Excess Liability coverages at execution of the Contract. The other coverages required herein for Business Auto Liability, Contractor's Pollution Legal Liability, Inland Marine Builder's Risk Insurance, and Worker's Compensation must be evidenced at the time this Agreement is amended to award the GMP terms and conditions. In the event the CMAR performs any site work, other than testing, then all the insurance required herein must be evidenced prior to commencement of the site work. Evidence of flood insurance will be required once elevation certificates are available and coverage is applied for during the Work.
- 10.2 The CMAR agrees the insurance requirements herein as well as County's review or acknowledgement, is not intended to and may not in any manner limit or qualify the liabilities and obligations assumed by the CMAR under this Agreement.
- 10.3 **Commercial General Liability.** CMAR agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence **\$2,000,000** Annual Aggregate. CMAR agrees its coverage will not contain any restrictive endorsements excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Cross Liability.
- 10.4 **Business Automobile Liability.** CMAR agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage must

include liability for Owned, Non-Owned & Hired automobiles. In the event CMAR does not own automobiles, CMAR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

10.5 **Contractor's Pollution Legal Liability.** CMAR agrees to maintain Contractor's Pollution Legal Liability at a limit of liability not less than \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate. The CMAR agrees the policy will include a minimum three year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder.

10.6 **Inland Marine Builder's Risk Insurance.** The CMAR, prior to notice to proceed or commencement of Work, whichever occurs first, agrees to maintain an Inland Marine Builder's Risk insurance coverage form with an amended policy period of no less than 22 months, if available, providing coverage to protect the interests of the County, CMAR, sub-contractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which may become part of the Work.

10.7.1 Coverage must be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Orders. This policy must also include Delay Cost coverage for soft costs, which will at a minimum include additional expenses for interest, legal, consulting, insurance, architectural and engineering, CMAR's overhead, General Conditions, and equipment rental. The period of indemnity may not be less than 12 months and the limit of Delay Cost coverage not be less than 10% of the projected completed value of the Work and must be a scheduled limit on the policy in addition to a scheduled limit for the hard cost coverage. The waiting period for Delay Cost coverage may not exceed 30 days. Collectively, the scheduled soft cost limit and hard cost limit may equal 100% of the projected value of the Work, unless the builder's risk carrier requires the Delay Cost coverage to be in addition to the 100% projected value of the Work. CMAR agrees to be responsible for reporting increases in the projected completed value of the Work due to Change Orders to its insurance carrier.

10.7.2 The CMAR agrees to endorse the Inland Marine Builder's Risk insurance with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by County. The manuscript endorsement must amend the automatic termination clause so that coverage terminates only if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted under a Certificate of Substantial Completion or insured by the County.

10.7.3 The CMAR agrees to endorse the County as "Additional Insured" on the Inland

Marine Builder's Risk Insurance coverage form.

- 10.8 **Flood Insurance**. Once an elevation certificate is available for each building, as defined by the National Flood Insurance Program (NFIP), under the Work the CMAR agrees to maintain a NFIP General Flood Policy on each building under construction in the amount of \$500,000 for building coverage or the replacement cost of the building, whichever is less. The flood deductible for the building coverage may not exceed the standard deductible offered by the NFIP. CMAR agrees to endorse the County as a "Loss Payee" on each flood policy required herein.
- 10.9 **Worker's Compensation & Employer's Liability**. The CMAR agrees to maintain its own Worker's Compensation & Employers Liability Insurance. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).
- 10.10 **Commercial Umbrella/Excess Liability**. CMAR agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than **\$1,000,000** Each Occurrence **\$2,000,000** Aggregate. The CMAR agrees to endorse the County as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the County is automatically defined as an Additional Protected Person.
- 10.11 **Additional Insured Endorsements**. The CMAR agrees to endorse the County as an Additional Insured on the Commercial General Liability with a CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or similar endorsement providing equal or broader Additional Insured coverage. If a CG2010 07 04 Additional Insured - Owners, Lessees, or Contractors - Scheduled Person or Organization endorsement is provided by the Operator's Commercial General Liability, then the additional endorsement of GC2037 10 01 Additional Insured - Owners, Lessees, or Contractors - Completed Operations will be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. **(Attach an actual copy of the endorsement...contact your insurance agent).**
- 10.11.1 Additionally, CMAR agrees to endorse the County as an "Additional Insured" under the Commercial Umbrella/Excess Liability and the Inland Marine Builders Risk Insurance as also provided herein.
- 10.11.2 The name of the organization endorsed as Additional Insured for all endorsements must read "Lee County".
- 10.12 **Deductibles, Coinsurance Penalties & Self-Insured Retention**. CMAR agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of the deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.
- 10.13 **Waiver of Subrogation**. CMAR agrees by entering into this written Contract to a Waiver of Subrogation in favor of the County, Contractor, sub-Contractors, architects, or engineers

for each required policy providing coverage during the life of this Agreement. When required by the insurer, or should a policy condition not permit the CMAR to enter into a pre-loss agreement to waive subrogation without an endorsement, the CMAR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement will not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the CMAR enter into such an agreement on a pre-loss basis.

- 10.14 **Right to Revise or Reject.** CMAR agrees the County reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work or specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurers providing coverage due to its poor financial condition or failure to be operating legally in the State of Florida. In such events, County will provide CMAR written notice of the revisions or rejections.
- 10.15 **No Representation of Coverage Adequacy.** The coverages, limits or endorsements required herein protect the primary interests of the County, and the CMAR agrees in no way should these required coverages, limits, or endorsements be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the CMAR against any loss exposures, whether as a result of the Project or otherwise.
- 10.16 **Certificate of Insurance.** CMAR agrees to provide County a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance must provide a minimum 30 day endeavor to notify, when available by CMAR's insurer. If the CMAR receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, CMAR agrees to notify the County by fax within five business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by County, the CMAR agrees not to continue Work pursuant to this Agreement, unless all required insurance remains in effect.
- 10.16.1 The County has the right, but not the obligation, of prohibiting CMAR from entering the Work site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. The CMAR agrees the County reserves the right to withhold payment to CMAR until evidence of reinstated or replacement coverage is provided to the County. If the CMAR fails to maintain the insurance as set forth herein, the CMAR agrees the County will have the right, but not the obligation, to purchase replacement insurance, and the CMAR agrees to reimburse any premiums or expenses incurred by the County.
- 10.16.2 The CMAR agrees the Certificates of Insurance will:
1. Clearly indicate the project name and project number.

2. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors - Schedule Person or Organization, or similar endorsement providing equal or greater Additional Insured coverage, or collectively the CG2010 07 04 Additional Insured - Owners, Lessees, or Contractors - Scheduled Person or Organization and GC2037 10 01 Additional Insured - Owners, Lessees, or Contractors - Completed Operations, if applicable. (**Attach an actual copy of the endorsement...contact your insurance agent**).
3. Clearly indicate the County is endorsed as an Additional Insured on the Commercial Umbrella/Excess Liability and Inland Marine Builder's Risk Insurance.
4. Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
5. Clearly indicate the Certificate Holders as follows: Lee County, a political subdivision of the State of Florida.

10.17 Waiver as to Insurance Coverage. In the event the CMAR believes insurance coverage, as set forth in this Article 7, is unnecessary or inappropriate, the CMAR may make a written request to Lee County Risk Management to waive or modify the requirement. If approved, the written determination from Risk Management, authorizing the waiver must be attached to this Agreement as Exhibit E, prior to its execution by the parties.

ARTICLE 11 **INDEMNIFICATION**

11.1 To the fullest extent permitted by law, the CMAR agrees to indemnify and hold harmless the County, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in whole or in part, by the professional negligence, error, or omission of the CMAR or persons employed or utilized by the CMAR in performance of the Agreement.

To the fullest extent permitted by law, the CMAR agrees to indemnify and hold harmless the County, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CMAR or persons employed or utilized by the CMAR in performance of the Agreement.

CMAR agrees to indemnify, save harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend County,

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their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CMAR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CMAR further agrees to indemnify and save harmless the County, their officers, agents, and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CMAR nor any of its sub-contractors will be liable under this section for damages arising out of gross negligence, reckless or intentional misconduct of County or their officers, agents, or employees.

In the event that any action or proceeding is brought against County by reason of any claim or demand under this Article, CMAR, upon written notice from County, will defend the action or proceeding.

CMAR may not allow any mechanic lien to be filed against County property for failure of CMAR to pay subcontractors, materialmen, or vendors.

These provisions will survive the expiration or early termination of this Agreement.

ARTICLE 12
PERFORMANCE AND PAYMENT BOND AND QUALIFICATIONS OF SURETY

12.1 **Bonds:**

The following bonds are required:

1. Performance Bond.
2. Labor and Materials Payment Bond.

12.2 **Acceptability of Insurance Company:** Florida State Licensed:

All insurance policies and bonds required of the CMAR must be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

ARTICLE 13
INDEPENDENT CONTRACTOR

- 13.1 CMAR is an independent contractor under this Agreement. In providing services, neither CMAR nor its agents may act as officers, employees, or agents of the County, except as specifically provided for and limited by this Agreement. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to CMAR or CMAR's agent's authority of any kind to bind County in any respect whatsoever.
- 13.2 The CMAR will be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and for coordinating all portions of the Work under this Agreement, unless the Contract Documents give other specific instructions concerning these matters.

ARTICLE 14
PROJECT RECORDS, AUDIT RIGHTS, AND RECORDS RETENTION

- 14.1 County or its designee have the right to inspect and copy the books and records and accounts of CMAR including but not limited to books, records, correspondence, instructions, drawings, receipts, payment records, vouchers, and memoranda relating in any way to the Project, and to any claim for additional compensation made by CMAR that relates to the Project. CMAR must preserve and make available to County, at reasonable times for examination and audit, all financial records, supporting documents, statistical records, and any other documents related to the Project and to any claim for a period of 10 years following the Final Completion of the Project as required under the Florida Public Records Act (Chapter 119, FS). During the Project and for the record retention period, CMAR must provide County access to its books and records at CMAR's usual place of business upon 72 hours written notice. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts must be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts will be a basis for County's disallowance and recovery of any payment based upon the entry.

- 14.1.1 CMAR's records include, but are not limited to accounting records (hard copy, as well as computer readable data), written policies and procedures; subcontractor files (including proposals of successful and unsuccessful bidders and bid recaps), surety files and bond company files, original estimates, estimating work sheets, correspondence, change order files (including, but not limited to, documentation covering negotiated settlements), back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends and any other supporting evidence deemed necessary by the County to substantiate charges related to this Agreement (all of the foregoing hereinafter referred to as records).
- 14.1.2 CMAR must require all insurance agents to keep and maintain comparable records for the same time period and to permit the County to review, inspect, and audit such records. CMAR must include this requirement in all written subcontracts and purchase orders issued.
- 14.1.3 CMAR must comply with all requirements applicable to records retention; however, no confidentiality or non-disclosure requirement of either federal or state law may be violated by CMAR.
- 14.2 If an audit inspection or other examination by the County or the County's representatives in accordance with this Article, discloses overcharges (of any nature) by the CMAR to the County in excess of one (1%) percent of the total billings, the cost of the County's audit (whether performed by the County or outside auditors) must be reimbursed or paid to the County by the CMAR. Any adjustments must be made within a reasonable amount of time (not to exceed 30 days) from presentation of the County findings to the CMAR.
- 14.3 CMAR is required to keep and maintain records that ordinarily and necessarily would be required by the County to perform the Work and as further required by the Section 119.0701, Florida Statutes, specifically including that these records are public records under this Agreement. CMAR must provide public access to these records under the same terms and conditions that the County would provide access and at a cost that does not exceed the costs established by the County. Public records must be transferred in a format compatible with County information technology systems, at no cost, upon termination of the Agreement and any duplicates of the public records that are exempt or confidential must be destroyed.
- 14.4 CMAR must, by written contract, require its subcontractor to agree to the requirements and obligations of this Article.

ARTICLE 15
SURVEY AND AS-BUILT DRAWINGS

- 15.1 Prior to final payment and as required by the technical specifications (or, in absence of technical specification requirements concurrent with the Final Request for Payment), the CMAR must furnish final as-built drawings (in electronic and hard copy as designated by the Project Manager.) and surveys in electronic media utilizing CAD Standards as designated by the Project Manager, in addition to three sets of hard copy, showing the exact locations of all structures and underground site utilities installed by CMAR, including all water, sewer, gas, fuel, telephone, security and electric lines and mains, and locations of all easements for these utilities. The surveys must be prepared and sealed by a licensed Florida surveyor. The survey must certify that the Work is installed and erected entirely upon the Project Site and within the building restriction lines, if any, and does not overcharge or encroach upon any adjoining property, easement, or right-of-way not under the County's control.

ARTICLE 16
CMAR'S RESPONSIBILITY FOR THE WORK

- 16.1 CMAR must accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by County, and promptly repair any damage done from any cause whatsoever.
- 16.2 CMAR will be responsible for all materials, equipment and supplies pertaining to the Project. In the event any materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by County; CMAR must replace it without cost to County. CMAR will be responsible to protect all materials, equipment, and supplies, keeping them free from deterioration, weathering, rusting or other action detrimental to the materials.
- 16.3 County reserves the right to award other contracts in connection with this Project. CMAR must afford other persons or contractors reasonable opportunity for the introduction and storage of materials and the execution of Work under the separate contracts. CMAR must properly connect and coordinate this Work with the work of any other persons or contractors that might contract separately with County.
- 16.4 If any part of CMAR's Work depends on proper execution or results upon the work of any other persons ("Other Contractor"), CMAR will inspect and promptly report to County any defects in such work that render it unsuitable for proper execution and results. CMAR's failure to inspect and report will constitute an acceptance of the Other Contractor's work as fit and proper for the reception of CMAR's Work, except as to defects that may develop in the Other Contractor's work after the execution of CMAR's Work.

- 16.5 CMAR is responsible to conduct operations and take all reasonable steps to coordinate the prosecution of Work on the site in a manner that will eliminate interference or impact to any other County contractors working on the site. If interference or impact occurs, and the CMAR did not take reasonable steps to coordinate the work, the CMAR will be liable to the affected contractor for the cost of the interference.
- 16.6 To ensure the proper execution of subsequent Work, CMAR must inspect the Work already in place and immediately report to County any discrepancy between the executed Work and the requirements of the Contract Documents.

ARTICLE 17

OCCUPATIONAL HEALTH AND SAFETY

- 17.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03, Florida Administrative Code, delivered as a result of this Project must be accompanied by a Material Safety Data Sheet (MSDS), which may be obtained from the manufacturer. The MSDS must include the following information:
- 17.1.1 The chemical name and the common name of the toxic substance.
- 17.1.2 The hazards or other risks in the use of the toxic substance, including:
1. The potential for fire, explosion, corrosion, and reaction;
 2. The known acute and chronic health effects or risks from exposure, including the medical conditions that are generally recognized as being aggravated by exposure to the toxic substance; and
 3. The primary routes of entry and symptoms of overexposure.
- 17.1.3 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- 17.1.4 The emergency procedure for spills, fire, disposal, and first aid.
- 17.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- 17.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

- 17.2 The CMAR agrees that it may not knowingly transport to, use, generate, dispose of, or install at the project site any Hazardous Substance (as defined in Article 17.2.3), except in accordance with applicable Environmental Laws. Further, in performing the Work, the CMAR may not knowingly cause any release of hazardous substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws.
- 17.2.1 In the event the CMAR encounters on the Project sites any Hazardous Substance, or what the CMAR reasonably believes to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project Location, in violation of any applicable Environmental Laws, the CMAR must immediately stop Work in the area affected and report the condition to the Consultant and Project Manager. Work may resume after the Consultant or Project Manager determines the substance is not hazardous, has been rendered harmless, or has been remediated.
- 17.2.2 The Project Manager may direct the CMAR, by utilization of the County Contingency allowance funds, to remediate or render harmless the Hazardous Substance in accordance with an applicable permit then in existence, but the CMAR may not be required to remediate or render harmless the Hazardous Substance absent specific direction. If the CMAR is not so directed, CMAR may not be required to resume Work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated or rendered harmless.
- 17.2.3 For purposes of this Agreement, the term "Hazardous Substance" means and includes, but is not limited to, any element, constituent, chemical, substance, compound or mixture, which is defined in or included under or regulated by any local, state, or federal law, rule, ordinance, by-law, or regulation pertaining to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), The Resource Conservation and Recovery Act (RCRA), The Toxic Substances Control Act (TSCA), The Clean Water Act (CWA), The Clean Air Act (CAA), The Marine Protection Research and Sanctuaries Act (MPRSA), The Occupational Safety and Health Act (OSHA), The Superfund Amendments and Reauthorization Act of 1986 (SARA), or other state super lien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as Environmental Laws). It is the CMAR's responsibility to comply with Article 21, based on the law in effect at the time its services are rendered, and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

ARTICLE 18
PERMITS, LICENSES AND IMPACT FEES

- 18.1 The parties agree that the Public Bid Disclosure Act does not apply to this Agreement because the County is reimbursing the CMAR the actual amount or direct cost of permits, licenses and impact fees required by law for this Project. Accordingly, County permits, licenses and impact fees are not listed. The CMAR must obtain all required permits and licenses as required for commencement and completion of this Project. Permits and licenses, along with any corresponding general and specific conditions and requirements, become a part of the Contract Documents. The CMAR must comply with all conditions and requirements of the permits and licenses.

Payment for all permits and licenses, and impact fees will be made by the CMAR and includes all Federal, State, County, and Municipal application, permit, and surcharge fees. The CMAR will be directly reimbursed by the County for all permits and licenses, and impact fees via an Application for Payment; all permits and licenses, and impact fees are a 'pass through' to the County and are excluded from the GMP. The CMAR will also be responsible for paying any and all fees, penalties, and fines imposed as a result of the CMAR's failure to obtain the permits and licenses prior to the commencement of the Work; these costs will be paid as a deduction from CMAR's fee.

- 18.2 Business Tax Receipts must be in effect as required by Florida Statutes s. 205.065, and must be submitted within ten days of execution of this Agreement.
- 18.3 It is CMAR's responsibility to have and maintain appropriate Certificates of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required.
- 18.4 Impact fees levied by the County or any municipality will be paid by CMAR. CMAR will be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to CMAR may in no event include profit or overhead of CMAR.

ARTICLE 19
PERSONNEL

- 19.1 All personnel used or employed by the CMAR in the performance of the Work must be qualified by training and experience to perform their assigned tasks. At the request of the County the CMAR agrees not use in the performance of the Work any personnel deemed by the County to be incompetent, careless, or unqualified to perform the work assigned to that person, or otherwise unsatisfactory to the County.

- 19.2 The CMAR agrees that in the performance of the Work called for by this Agreement, it will employ only such labor, and engage subcontractors that employ only such labor, as will not delay or interfere with the speedy and lawful progress of the Project, and as will be acceptable to and work in harmony with all other workers employed on the Project site or on any building, structure, or other improvement that the CMAR or any other contractor may then be erecting or altering on behalf of the County.
- 19.3 The CMAR agrees not to employ any labor that will interfere with labor harmony at the Project site, or with the introduction and storage of materials and the execution of Work by other contractors or by subcontractors.
- 19.4 CMAR must furnish the Project Manager on request, resumes of CMAR's key personnel involved in the day-to-day Work on the Project.
- 19.5 The County reserves the right to require immediate removal of any CMAR employee from County service it deems unfit for service for ANY reason not contrary to law. This right is non-negotiable and the CMAR agrees to this condition by accepting this Agreement. The CMAR should have enough qualified people available to be able to provide a replacement within 24 hours. Should a replacement take longer than 24 hours, this may be cause for termination of the Contract.
- 19.6 CERTIFIED PAYROLL: Reserved.

ARTICLE 20 **CMAR'S WARRANTIES**

- 20.1 CMAR warrants to County that all materials and equipment under this Agreement will be new unless otherwise specified, and that all of the Work will be of good quality free from faults and defects and in conformance with the Contract Documents ("Warranty Items" and the warrant of the CMAR, the "Warranty"). All Warranty Items not conforming to these requirements, including substitutions not properly approved and authorized by the Project Manager, may be considered defective. If required by the Project Manager, CMAR must furnish satisfactory evidence as to the kind and quality of Warranty Items including but not limited to the obligation of the CMAR, at the election of the Project Manager to conduct a complete walk-through on Final Completion, and then again, thereafter at 30 days after Final Completion for the purposes of reviewing all Warranty Items. The Warranty is not limited by any other provision of this Agreement. The Warranty must commence at Substantial Completion and continue for a minimum of one year following Final Completion, with the option, exercisable at the County's discretion, to extend the Warranty for specific identified equipment/installation. The Warranty for any Warranty Items that have not been fully functional for a period of at least 30 days without interruption after Final Completion, must be automatically extended and the one year period restarted from the first date the Warranty Items are fully functional for a continuous, uninterrupted 30 day period. Further, the CMAR must provide copies of all factory, dealer, or other warranties to the County. The parties agree that the Warranty provided by the CMAR in this section will be automatically extended to match any factory or dealer warranty for any Warranty Items.

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20.2 All warranties, including special warranties specified elsewhere herein, inure to the County, its successors, assigns, customer agencies, and users of the goods and services.

20.3 The CMAR further represents and warrants:

That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to perform this Agreement; is able to furnish the Materials, and Services; is experienced in and competent to perform the Work contemplated by this Agreement; is qualified to do the Work herein; and, is authorized to do business in the State of Florida.

That the CMAR holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

The CMAR agrees that the Work will be performed in a good and professional manner, free from defects in materials and execution, and that all Materials will be new and approved by or acceptable to the County, except as otherwise expressly provided for in the Contract Documents.

ARTICLE 21 **DEFECTIVE WORK**

21.1 The Project Manager will have the authority to reject or disapprove work that the Project Manager finds to be defective. If required by the Project Manager, CMAR must promptly either correct all defective work or remove the defective work and replace it with proper, conforming Work. CMAR will pay all direct, indirect and consequential costs of removal or corrections including costs of testing laboratories and personnel. These costs are included in the GMP.

21.2 Should CMAR fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Project Manager, County will have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at CMAR's expense. Any expense incurred by County in making removals, corrections or repairs will be paid for out of any monies due, or which may become due, to CMAR and deducted from the GMP, or may be charged against the Performance Bond. In the event of failure of CMAR to make all necessary repairs promptly and fully, County may declare a default.

21.3 If, within one year after the date of Final Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, CMAR, after receipt of written notice from County, must

promptly correct the defective or nonconforming Work within the time specified by County without cost to County. Nothing contained herein may be construed to establish a period of limitation with respect to any other obligation that CMAR might have under the Contract Documents.

- 21.4 Failure to reject any defective work or material may not in any way prevent later rejection when the defect is discovered, or obligate County to Final Acceptance.
- 21.5 The CMAR agrees to (a) replace any part of the Work that fails to conform with the requirements of this Agreement that appear during progress of the work on the Project; (b) remedy any defects in the Work due to faulty materials or workmanship that appear within a period of one year from the time of Final Completion of the Work or portions thereof or within such longer period of time as may be set forth in the Contract Documents or required by law; and, (c) replace, repair or restore any parts of the Project (including structural components as well as furniture, fixtures, equipment, or other items installed in the Project, whether by the County or any other party) that are injured or damaged as a result of the Work on any other part which is defective or does not otherwise conform to the requirements of the Contract Documents or are defective by virtue defects in the Work itself. The provisions of this Article do not apply to corrective work attributable solely to the acts or omissions of any separate contractor or subcontractor of the County unless the CMAR is acting in such capacity or capacities. The cost of the CMAR performing any of its obligations under Article 6 must be included within the GMP. The CMAR's responsibility to make repairs and redo work under this Article 21 is in addition to the CMAR's responsibility to the County for any other damages of any kind for which the CMAR would be legally responsible.
- 21.6 If the County and the CMAR deem it inexpedient to require the correction of work damaged or not performed in accordance with the Contract Documents, an equitable deduction from the Contract Price and the GMP must be made by agreement between the CMAR and the County. Until such settlement, the County may withhold sums as the County deems just and reasonable from monies, if any, due the CMAR. If no monies are held by the County, reimbursement must be made to the County by the CMAR within 30 days of written notice by County.
- 21.7 The CMAR's express warranty is in addition to, and not in lieu of, any other warranties or remedies the County may have under this Agreement, at law, or in equity for defective Work.
- 21.8 Neither the final certificate of payment nor any provision of the Contract Documents will relieve the CMAR from responsibility for defective Work and, unless a longer period is specified, CMAR must correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Final Completion by the County except for latent defects, which will be remedied by the CMAR at any time they become apparent. The County will give CMAR notice of defects with reasonable promptness. CMAR must perform such warranty work within a reasonable time after County's

demand. If CMAR fails to complete the warranty work within such period as County determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, County may perform such work and CMAR will reimburse County all costs of the same within ten days after demand, without affecting CMAR's obligations. The CMAR will perform the warranty Work by correcting defects within 24 hours of notification by County, unless otherwise specified in the Contract Documents. Should the CMAR fail to respond within the specified response time, the County may, at its option, complete the necessary repairs using another CMAR or its own forces. If County completes the repairs using County's own forces, CMAR will pay County at the rate of one and one-half (1½) times the standard hourly rate of County's forces, plus related overhead and any direct non-salary costs. If County completes the repairs using another CMAR, CMAR will pay County the amount of County's direct costs billed by the other CMAR for the work, plus the direct salary costs and related overhead and direct non-salary expenses of County's forces required to monitor that CMAR's work. Work performed by County using County's own forces or those of another CMAR will not affect the CMAR's contractual duties under these provisions, including warranty provisions.

- 21.9 This provision does not negate guarantees or warranties for periods longer than one year including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment, or fixtures.
- 21.10 In addition to CMAR's warranty, manufacturer's warranties will pass to the County and will not take effect until affected Work has been accepted in writing by the County.
- 21.11 The one-year period for correction of Work will be extended with respect to portions of Work performed after Final Completion and before Final Project Close-out is completed in accordance with Article 6.12 by the period of time between the date of Final Completion and the actual performance of the Work. If corrective Work is performed by the CMAR pursuant to this Article 21.11, the one-year period will be extended only for the portion of the Work corrected. The CMAR must remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the CMAR nor accepted by the County.
- 21.12 Nothing contained in this Article 21 may be construed to establish a period of limitation with respect to other obligations the CMAR might have under the Contract Documents. Establishment of the period for correction of Work as described in this Article 21 relates only to the specific obligation of the CMAR to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CMAR's liability with respect to the CMAR's obligations other than specifically to correct the Work.
- 21.13 If the County prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the County may, at its sole option, do so instead of requiring its removal and correction, in which case the GMP will be reduced as appropriate and equitable. Such adjustment will be effected whether or not final payment has been made.

ARTICLE 22
SIGNAGE

- 22.1 All construction signage located at the Project locations will be subject to the prior written approval of the Project Manager. The CMAR recognizes that all signage may be disallowed, in the Project Manager's sole discretion, and that existing signage or advertising on construction field offices, trailers, construction fences, and other construction elements or aids, may be required to be masked or deleted at no cost or expense to the County. Such signage will be considered an overhead expense pursuant to Article 6.5, and, if allowed, may not be included within the Direct Construction Cost.

ARTICLE 23
PUBLIC ENTITY CRIMES ACT

- 23.1 CMAR represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a Public Entity Crime, may not submit a bid on a contract to provide any goods or services to County, may not submit a bid on a contract with County for the construction or repair of a public building or public work, may not submit bids on leases of real property to County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with County, and may not transact any business with County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section may result in termination of this Agreement, recovery of all monies paid, and debarment from County's competitive procurement activities.
- 23.2 In addition, to the foregoing, CMAR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a public entity crime and that it has not been formally charged with committing an act defined as a public entity crime regardless of the amount of money involved and regardless of whether CMAR has been placed on the convicted vendor list.

ARTICLE 24
OWNERSHIP OF CONTRACT DOCUMENTS

- 24.1 Any and all drawings, specifications, designs, models, photographs, reports, surveys, and other data and documents submitted, provided or created by the CMAR in connection with this Agreement are and will remain the property of the County whether the Project for which they are made is completed or not. All documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CMAR, whether finished or unfinished, will become the property of County and must be delivered by CMAR to County within seven days of the date this Agreement is terminated by either party; but no later than the date of the Final Payment request for this Project. Any compensation due to CMAR will be withheld until all documents are received as provided herein. This applies to all Contract Documents and Construction Documents produced in any phase of the Work, without regard to whether a subsequent phase is undertaken with CMAR.

ARTICLE 25
CMAR's REPRESENTATIVE

- 25.1 CMAR must advise the County, in writing, of any limitations on the authority of CMAR's representative; otherwise, CMAR's representative will be considered to have full authority to execute any and all instruments requiring the CMAR's signature and to act on behalf of the CMAR with respect to all matters arising out of this Agreement.

ARTICLE 26
RIGHT TO TERMINATE CONTRACT

- 26.1 Subject to the provisions below, this Agreement may be terminated by the County upon 30 days advance written notice to the CMAR; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County, in a manner consistent with Articles 4 and 5, until the work or services are completed and accepted.
- 26.1.1 Termination for Convenience: The County may terminate this Agreement for convenience in which case the parties will negotiate reasonable termination costs. No payment will be made for work or services that have not been performed or the Construction Management Fees related to such unperformed work or services. In the event this Agreement is terminated for convenience, CMAR may be paid for any services performed to the date the Agreement is terminated; however, upon being notified of County's election to terminate, CMAR must refrain from performing further services or incurring additional expenses under the terms of this Agreement. CMAR acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by County, the adequacy of which is hereby acknowledged by CMAR, is given as specific consideration to CMAR for County's right to terminate this Agreement for convenience.

26.1.2 Termination for Cause: In the event of Termination for Cause, or termination by Project Manager, upon such notice as Project Manager deems appropriate under the circumstances, in the event Project Manager determines termination is necessary to protect the public health, safety, or welfare, the 30 day advance notice is waived and the CMAR will not be entitled to termination costs.

26.1.3 Termination Due to Unavailability of Funds in Succeeding Fiscal Years: If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement may, at the County's sole option, be canceled and, to the extent permitted by law, the CMAR will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Agreement.

26.2 Termination of this Agreement for Cause includes, but is not limited to the following:

26.2.1 Failure to suitably perform the Work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of County as set forth in this Agreement notwithstanding whether any such breach was previously waived or cured.

26.2.2 Failure to begin the Work within the 10 calendar days after the County issues the Notice to Proceed for the Project or a specific portion of the Project.

26.2.3 Failure to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work.

26.2.4 Unsuitable performance of the Work, including repeated refusal or inability to comply with Field Orders, or performance of the Work in a manner that causes it to be rejected as defective and unsuitable.

26.2.5 If the CMAR discontinues the prosecution of the Work pursuant to the accepted schedule.

26.2.6 If the CMAR fails to perform any material term set forth in the Contract Documents to the standard and specifications therein.

26.2.7 If the CMAR is adjudged bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for the CMAR or for any of the property, if CMAR files a petition to take advantage of any debtors act or to reorganize under the bankruptcy or similar laws, or if the CMAR is adjudged to be financially or legally unsound in the sole opinion of the County.

- 26.3 Notice of termination must be provided in accordance with the "NOTICES" section of this Agreement, except that notice of termination by Project Manager, which Project Manager deems necessary to protect the public health, safety, or welfare, may be verbal notice that is promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 26.4 If CMAR, within a period of ten calendar days after notice, does not proceed in accordance with the notice, then County may, upon written certificate from Project Manager of the fact of delay, neglect, or default and CMAR's failure to comply with the notice, terminate the services of CMAR, exclude CMAR from the Project site, and take the prosecution of the Work out of the hands of CMAR, and appropriate or use any or all materials and equipment that are an integral part of the Work on the Project site as may be suitable and acceptable. In such case, CMAR will not be entitled to receive any further payment until the Project is completed.
- 26.5 In addition, County may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in County's sole opinion are required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in County's sole opinion are be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by County, together with the costs of completing the Project, will be deducted from any monies due or which may become due to CMAR. If the damages and expenses incurred by County exceed the unpaid balance, then CMAR will be liable and must pay to County the amount of the excess.
- 26.6 If after notice of termination of CMAR's right to proceed, it is determined for any reason that CMAR was not in default, the rights and obligations of County and CMAR will be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Article 26.1.1.
- 26.7 Upon receipt of Notice of Termination pursuant to Article 26.1 or 26.2 above, CMAR must promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to the County all data, drawings, specifications, reports, estimates, summaries, and such other information as may have been required by the Contract Documents whether completed or in process. In the event this Agreement is terminated, any compensation payable by County may be withheld until all documents are provided to County pursuant to Article 24 herein.

ARTICLE 27
CMAR's RIGHT TO STOP WORK OR TERMINATE CONTRACT

- 27.1 If Project Manager fails to review and approve or state in writing reasons for rejection of any Application for Payment within thirty (30) calendar days after it is properly presented, or if County fails either to pay CMAR within thirty (30) calendar days after presentation by Project Manager of any sum certified by Project Manager, or to notify CMAR in writing of any objection to the Application for Payment, then CMAR may give written notice to County of such delay, neglect, or default, specifying the same. If County (where applicable), within a period of ten business days after notice does not remedy the delay, neglect, or default upon which the notice is based, then CMAR may stop work or terminate this Agreement and recover from County payment for all Work executed and reasonable expenses sustained plus reasonable termination expenses. Any objection made by County to an Application for Payment must be submitted to CMAR in writing within thirty (30) calendar days of the receipt of an Application for Payment to which the County objects and will be further resolved in accordance with the provisions of Article 28.

ARTICLE 28
RESOLUTION OF DISPUTES

- 28.1 The CMAR must give written notice to the Procurement Director of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the Work upon which the claim is to be based, whichever is earlier.
- 28.2 The claim, with supporting documentation, must be submitted to the Procurement Director by US Mail, courier, or overnight delivery service, no later than thirty (30) days after the occurrence or event that gave rise to the claim. If the claim is not disposed of by agreement, the Procurement Director must reduce his/her decision to writing and mail or otherwise forward a copy thereof to the CMAR within 30 days of the County's receipt of the claim.
- 28.3 The Procurement Director's decision is final unless the CMAR appeals within 20 days by submitting a written letter of appeal to the County Manager, or designee. The County Manager must render a decision within 60 days of receipt of the appeal. Should the CMAR disagree with the County Manager's decision, the parties agree to engage in pre-suit mediation. Such mediation shall be conducted the same as if such mediation were ordered by a Florida Circuit Court (i.e., in accordance with, and subject to, all of the laws and rules applicable to court-ordered mediation). Such mediation shall be conducted within a reasonable period of time after the same is requested in writing by either party. If the parties are unable to agree upon the selection of a mediator, either party may petition or request that the Circuit Court in Lee County, Florida (or the Mediation Coordinator for the Court of Lee

County, Florida) appoint a mediator. A mediator who is so appointed may only be challenged for cause, and not peremptorily. While the request for and the conducting of such mediation may be a precondition to the filing of a civil action, in the event either party is in jeopardy of losing its right to sue (e.g., the statute of limitations is about to expire), then suit may be filed before a mediation is conducted provided that mediation is requested before, or simultaneously with the filing of such suit, and is conducted before the named defendant in the suit is required to respond to the complaint. If the scheduling of the mediation requires, the plaintiff in the suit shall grant the defendant an appropriate extension of time to respond to the complaint so as to permit the mediation to be conducted before the defendant must so respond. If the parties are unable to resolve their disagreement with mediation, then the CMAR has the right to challenge said decision in a court of competent jurisdiction. Each party will bear its own costs and expenses resulting from any litigation, including attorney's fees.

- 28.4 This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder must be submitted to the jurisdiction of the State courts of the Twentieth Judicial Circuit of Lee County, Florida, venue will be governed by the laws of the State of Florida.
- 28.5 Pending resolution of any dispute arising under this Agreement, other than termination hereof, the CMAR will proceed diligently with performance of this Agreement and the County will continue to make payments in accordance with the Contract Documents. In fulfilling the terms of this Agreement, CMAR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this includes the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veterans' status. Further, CMAR acknowledges, and without exception or stipulation, agrees to be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the CMAR to comply any State or Federal laws or with the laws referenced herein will constitute a breach of the Agreement and the County will have the discretion to unilaterally terminate this Agreement immediately. Any breach of this provision may be regarded by the County as a material and substantial breach of this Agreement and County may terminate the Agreement immediately.

ARTICLE 29
NOTICES

29.1 All notices to be given must be in writing, and may be given by depositing the notice in the United States Mail addressed to the party to be notified, postpaid, return receipt requested or by delivering the notice in person to the party with written receipt of acknowledgement of delivery by a person at the addresses set forth below. All notices to be given to the parties must be sent to or made to the addresses shown below. The place for giving notice will remain the same as set forth herein unless changed in the manner provided in this Article.

For County: County Manager
PO Box 398
Fort Myers, Florida 33902

With Copy to: Capital Projects Manager
PO Box 398
Fort Myers, Florida 33902

AND: Lee County Attorney
PO Box 398
Fort Myers, Florida 33902

For CMAR: Chris-Tel Construction
1534-A Edison Avenue
Fort Myers, Florida 33901

And to Consultant: T. Y. Lin International

ARTICLE 30
HURRICANE PRECAUTIONS

- 30.1 During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning or alert, the CMAR must take all precautions necessary to secure the project site in response to all threatened storm events, regardless of whether the County or Consultant has given notice of same.

Compliance with any specific hurricane warning or alert precautions that are within the normal scope of work of the CMAR, i.e. normal construction clean-up of debris and securing all loose items at the site, will not constitute additional work and will be performed at no additional costs to the County.

Additional work (which is over and beyond removal of debris and securing of loose items) relating to a hurricane warning or alert at the project site will be addressed by a Change Order in accordance with Article 5.

Suspension of the work caused by a threatened or actual storm event, regardless of whether the County has directed the suspension, will entitle the CMAR to additional Project Time as non-compensable, excusable delay, and will not give rise to a claim of compensable delay, unless CMAR submits a request for a change in the Contract Price and receives approval of same in accordance with Section 4.3.1 and Article V hereof.

ARTICLE 31
OTHER TERMS & CONDITIONS

- 31.1 **Third Party Beneficiaries**: Neither CMAR nor County intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party is entitled to assess a claim against either of them based upon this Agreement.
- 31.2 **Confidentiality**: The CMAR acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to Lee County. Therefore, except as required by law, the CMAR agrees that its employees will not:
1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.
 2. Access or attempt to access information beyond their stated authorization.
 3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and another transmission or sharing of data.

The CMAR understands that the County or others may suffer irreparable harm by disclosure of proprietary or confidential information and the County may seek all legal remedies available should such disclosure occur. Further, the CMAR understands that violations of this provision may result in termination of the Contract.

The CMAR understands that information and data obtained during the performance of this agreement will be considered confidential, during and following the term of this Agreement, and may not be divulged without the Procurement Director's written consent and then only in strict accordance with prevailing laws. The CMAR will hold all information provided by the County as proprietary and confidential, and will make no unauthorized reproduction or distribution of such material.

- 31.3 **Conflicts**: Neither CMAR nor its employees may have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CMAR's loyal and conscientious exercise of judgment related to its performance under this Agreement. CMAR agrees that none of its employees will, during the term of this Agreement, serve as an adverse or hostile witness against County in any legal or administrative proceeding in which he or she is not a party, unless compelled by subpoena or court process, nor will such persons give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of County in any pending or threatened legal or administrative proceeding, unless by subpoena or court process. The limitations of this Article do not preclude persons from representing themselves in any action or in any administrative or legal proceeding regarding this Agreement. CMAR agrees to prohibit its subcontractors, by written contract, from having any conflicts as within the meaning of this Article.
- 31.4 **Joint Preparation**: Each party and its counsel have participated fully in the preparation of this Agreement and acknowledge that the proration of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document may not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The language in this Agreement will be interpreted as to its fair meaning and not strictly for or against any party.
- 31.5 **Drug Free Workplace**: It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace. Execution of this Agreement by CMAR will also serve as CMAR's required certification that it either has or that it will establish a drug-free workplace.
- 31.6 **Assignment**: The CMAR may not, in whole or part, assign, transfer or otherwise encumber any right or interest under this Agreement written consent of the County; including, but not limited to, CMAR right to any monies due or that may become due under this Agreement. County may terminate this Agreement immediately if CMAR assigns or transfers, or attempts to assign or transfer, its rights under this Agreement without prior written consent of the County.

In the event the County seeks to assign or transfer any obligation under this Agreement, County will provide prior written notice to CMAR for CMAR's consent, which shall not be unreasonably withheld.

- 31.7 **Waiver**: No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder may be deemed or construed to be a consent or waiver to or of any other future breach or default by such party, or deemed to be a modification of this Agreement. Failure on the part of a party to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long the failure continues, will not constitute a waiver of the rights of the party, provided however this section does not alter or amend the notice provisions set forth in the Contract Documents. Inspection by, payment by, or tentative approval or acceptance by the County, or the failure of the County to perform any inspection hereunder does not constitute a final acceptance of the Work or any part thereof and does not release the CMAR from any of its obligations hereunder.
- 31.8 **Construction of Terms**: Unless the context clearly intends to the contrary, words singular or plural in number are be deemed to include the other and pronouns having masculine or feminine gender will be deemed to include the other. The term "person" will be deemed to include an individual, corporation, unincorporated organization, partnership, trust, government and governmental agency or subdivision, as the context requires.
- 31.9 **Captions**: The captions used for the Articles of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of the intent of this Agreement or any Article hereof.
- 31.10 **Entire Agreement; Severability; Amendments**: This document represents the final and complete understanding of the parties and incorporates, supersedes and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in, or addressed by, this written document. Accordingly, the parties agree that no deviation from the terms hereof may be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein will be effective unless contained in a written document in compliance with Article 5. In the event any provision of this Agreement is found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the balance of this Agreement will not be affected thereby and the remaining provisions, terms, covenants, and conditions of this Agreement will continue to be effective unless the County or CMAR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision must be made within seven days after the finding by the Court becomes final.

31.11 **Counterparts**: This Contract may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. A signature by any party to this contract provided by facsimile or electronic mail, provided such electronic mail is a scanned Portable Document Format (PDF) of the original Contract or sent with the ability for the receiving party to digitally verify the signatures on the Contract, is binding upon that party as if it were the original.

31.12 **Local Conditions and Project Site**: Execution of the Contract by the CMAR is a representation that the CMAR has visited the Project sites, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. CMAR represents that it has performed its own investigation and examination of the Project Work sites and their surroundings and satisfied itself before entering into this Agreement as to:

1. conditions bearing upon transportation, disposal, handling, and storage of materials;
2. the availability of labor, materials, equipment, water, electrical power, utilities, and roads;
3. uncertainties of weather, flooding, and similar characteristics of the site;
4. conditions bearing upon security and protection of material, equipment, and Work in progress;
5. the form and nature of the Work site, including the surface and sub-surface conditions;
6. the extent and nature of Work and materials necessary for the execution of the Work and the remedying of any defects therein; and
7. the means of access to the site and the accommodations it may require and, in general, will be deemed to have obtained all information as to risks, contingencies and other circumstances.

Notwithstanding the foregoing, the CMAR is entitled to rely upon subsurface conditions reports prepared by the County's engineering Consultant with respect to this Project.

31.13 **Materiality and Waiver of Breach**: County and CMAR agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement may not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement may not be deemed a waiver of any subsequent breach and may not be construed to be a modification of the terms of this Agreement.

- 31.14 **Performance**: CMAR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each person is reasonably experienced and skilled in the areas for which he or she will render services. CMAR must perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CMAR's performance and all interim and final products provided to or on behalf of County must be comparable to the best local and national standards.
- 31.15 **Priority of Provisions**: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 31 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 31 will prevail and be given effect.
- 31.16 **Jurisdiction and Venue**: This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the state courts of the Twentieth Judicial Circuit in Lee County, Florida, and venue for litigation arising out of this Agreement will be exclusively in Lee County, Florida, forsaking any other jurisdiction that either party may claim by virtue of its residency or other jurisdictional device. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.
- 31.17 **Compliance with Law**: CMAR must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

[[Balance of page intentionally left blank.]]

RFQ140308
CMAR Services for Improvements to Estero Boulevard
CONTRACT # 7114

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lee County through its authorization to execute same by Commission action on 7, day of April, 2015, signing by and through its Chair, duly authorized to execute same, and Chris-Tel Company of Southwest Florida, Inc. d/b/a Chris-Tel Construction, signing by and through its president, Howard Wheeler, Jr., duly authorized to execute same.

WITNESSES

CHRIS-TEL COMPANY OF SOUTHWEST
FLORIDA, INC. d/b/a CHRIS-TEL
CONSTRUCTION
1534-A Edison Avenue
Fort Myers, Florida 33901

Julie DePiro

Printed Name: Julie DePiro

Phone: 239-226-0500
Fax: 239-226-0503

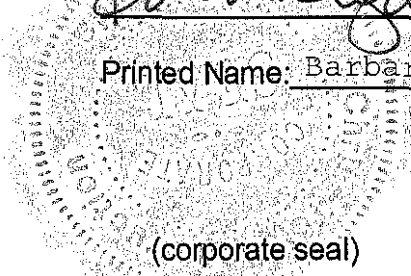
Barbara Copeland

Printed Name: Barbara Copeland

By: [Signature]

Name: Howard L. Wheeler, II
Title: President

Date: 04/23/2015



(corporate seal)

ATTEST:
CLERK OF COURT, Linda Doggett

By: [Signature]
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS,
LEE COUNTY, FLORIDA

By: [Signature]
Chair

Date: 4/7/15

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: [Signature]
Assistant County Attorney

- Exhibits
A: Contract Price Detail
B: Scope of Work ("SOW")
C: Liquidated Damages Calculation
D: Wage Sheet (in lieu of Fringe Benefit %)
E: Insurance Waiver Approval Letter, if any

- Attachments
1: Certificate of Entitlement
2: County Purchase Order for Sales Tax Recovery Items

March 2, 2015

Mr. Robert K. Phelan, P.E., Senior Engineer
Lee County Department of Transportation
1500 Monroe Street
Fort Myers, FL 33901

Re: Improvements to Estero Boulevard – Phase II Segment One (1) Construction Service Agreement

Mr. Phelan,

We are in agreement with the Scope of Work for Phase 2 Construction Services as defined in Article 2 and the additional services described in Exhibit B Scope of Work for Construction Phase Services. Based upon our meeting on March 2, 2015 we agree on the Phase II Construction Phase Services Scope of Work. Also, the following CMAR Construction Fee was agreed upon:

Chris-Tel Construction agrees with a CM Fee of 5.75%.

We request the Improvements to Estero Boulevard Phase II Construction Agreement and the CM Fee be approved. Our hope is that the Phase II Agreement and CM Fee will be approved by the County Commissioners in the April 7, 2015 meeting.

Sincerely,



Howard Wheeler, Jr.
President



Exhibit B
Scope of Work Construction Phase and Early Work
for Improvements to Estero Boulevard Project
CMAR - GMP Amendment Preparation

In addition to the Scope of Work defined in Article 2, the CMAR agrees to furnish the following additional services:

1. Preparation for Project Construction

- a. The CMAR is responsible for preparing and maintaining the Project site for construction operation, including installation of site offices for CMAR and Consultant(s).
- b. The CMAR is responsible for obtaining all necessary construction permits, including dewatering, building permits and trade permits.
- c. The CMAR is responsible to perform a Pre-Construction video and photographs of all construction work areas to document existing conditions.
- d. The CMAR is responsible for establishing survey baselines and layout.
- e. The CMAR will arrange and conduct Pre-Construction Meetings with all subcontractors. These meetings will include the County, Consultant, Town of Fort Myers Beach, and CMAR Safety Director.
- f. The CMAR must get approval from County and Town of Fort Myers Beach (where applicable) for any signage associated with this project to be installed by CMAR or its subcontractors.
- g. CMAR will prepare a list of materials and supplies necessary for the construction project, including supplier information, costs etc. to allow the County to determine whether purchase through the Sales Tax Recovery process is appropriate.

2. Management of Project Construction

- a. The CMAR will utilize EADOC web based software as the Management Information System to manage all documents associated with this project.
- b. The CMAR, with the County, will establish and implement procedures using EADOC for processing shop drawings, RFIs, payment requests, monthly reporting, and other submittals.
- c. The CMAR will establish and implement a QA/QC program to monitor construction.
- d. The CMAR will be responsible for completing monthly Progress Reports in accordance with Article 2.3.5 of this Agreement. In addition to the items listed in Article 2.3.5, the Progress Report will also include the following:
 - (1) Progress schedule indicating the critical path, and changes in the schedule from the original schedule
 - (2) Listing of actual costs for completed activities and estimates for uncompleted tasks, utilizing an agreed upon Schedule of Values
 - (3) Progress photographs
 - (4) Summary of anticipated progress for the next month
 - (5) Status of permits and inspections

- (6) Summary list of submittals and status of approvals
 - (7) Summary of pending items and problems
 - (8) Summary status of long lead items and deliveries
 - (9) Summary status of safety
 - (10) Summary of all contingency requests and approved or rejected transfers
 - (11) Summary of all pending, approved, and rejected Change Orders
- e. The CMAR is responsible to keep the work areas clean and clear of debris. The Project sites, lay-down locations, and staging sites will be kept clear of all debris on a daily basis. All subcontracts must require subcontractors to remove all debris daily created by their activities, and the CMAR must exercise its best efforts to enforce these requirements or effect the removal of the debris of the subcontractors who fail in this regard. Provided, however, the CMAR will not be required to remove debris created by the County's separate contractors except pursuant to Change Order procedures set forth herein.
 - f. The CMAR will establish and implement coordination and communication procedures among the CMAR, County, Consultant, and Subcontractors.
 - g. The County does not have control over or charge of and will not be responsible for construction means, methods, techniques or procedures in connection with the CMAR's and subcontractors' work.
 - h. The CMAR will conduct Project Progress meetings at the project site with the County and Consultant, at least monthly. The CMAR will prepare and distribute minutes of each meeting.
 - i. The CMAR will establish and implement a change order control system with their subcontractors. The CMAR will coordinate and communicate with the County and Consultant, discussing pending change orders to subcontractors. The CMAR will discuss pending change orders with subcontractor(s) to determine the basis for any cost changes or schedule changes, and the affect, if any, on the GMP.
3. Construction Completion and Project Closeout
- a. The CMAR will perform and/or supervise all Performance Testing as specified in the Technical Specifications. The CMAR will coordinate with Consultant and County as prescribed in the Specifications to witness the performance testing. Performance test results must meet the Acceptance Performance Criteria and be accepted by Consultant and County as part of the requirements to obtain Substantial Completion.
 - b. The CMAR is responsible for providing all Operation & Maintenance manuals and materials, organized in a manner acceptable to the County.
 - c. The CMAR is responsible for providing all warranties and guarantees, organized in a manner acceptable to the County.
 - d. The CMAR is responsible for providing all record documents, including all functional check-out reports, start-up reports, training reports, control logics, and as-builts.
 - e. The CMAR is responsible for obtaining all required certifications for closure of permits and authorization to place into operation, service, and/or use.

RFQ140308
CMAR Services for Improvements to Estero Boulevard
CONTRACT # 7114

- f. The CMAR will coordinate with Consultant, County and applicable regulatory agencies to obtain partial clearances of unit operations and other portions of the project prior to and leading up to Substantial Completion.
- g. The CMAR will also coordinate with Consultant, County and applicable regulatory agencies to obtain any final clearances occurring after Substantial Completion.
- h. At Final Completion, the CMAR will provide the County with following Close Out Documentation:
 - 1) Punch List items list documenting all items are completed
 - 2) All Warranties and Guarantees
 - 3) General Warranty from CMAR
 - 4) All Operation & Maintenance Manuals
 - 5) As-Built Drawings
 - 6) Certificates of Completion from regulating agencies.
 - 7) All spare parts specified in the Technical Specifications and Drawings
 - 8) Release of Liens
 - 9) Consent of Surety
 - 10) DBE Participation Certification

RFQ140308
CMAR Services for Improvements to Estero Boulevard
CONTRACT # 7114

**Scope of Work for Project Construction Phase
After GMP Amendment is Approved**

[To be determined upon completion of Pre-Construction Services Phase.]

RFQ140308
CMAR Services for Improvements to Estero Boulevard
CONTRACT # 7114

Exhibit C
Liquidated Damages Calculation

[This calculation is based upon negotiations between the parties and the values provided to the County Attorney's Office for preparation of the calculation using the County Liquidated Damages Calculator, a copy of which will be attached in conjunction with approval of the GMP Amendment.]

Exhibit D

**IMPROVEMENTS TO ESTERO BOULEVARD
SEGMENT ONE (1)****BILLABLE RATES**

The following Chris-Tel Construction titled employees' time spent working on the project will be billed to the project at the fixed rates listed below. These rates include all labor, labor burden, and fringe benefits costs.

POSITIONS	RATE/HR
PROJECT EXECUTIVE	141.00
SR PROJECT MANAGER	99.00
PROJECT MANAGER	84.00
ASST PROJECT MANAGER	51.00
PROJECT ENGINEER	39.00
INTERN	15.75
SR SUPERINTENDENT	101.00
SUPERINTENDENT	81.00
ASST. SUPERINTENDENT	47.00
CARPENTER	33.00
LABOR FOREMAN	28.00
LABORER	20.00
ADMIN. ASST	35.00
MANAGER OF ESTIMATING	130.00
SENIOR ESTIMATOR	73.00
JUNIOR ESTIMATOR	41.00
PROJECT ACCOUNTING	41.00
SAFETY & RISK MGMT	70.00
EHC CONSULTANT (SUPT or PM)	125.00

Date: April 20, 2015
To: Rob Phelan, P.E., Sr. Engineer
From: Mike Figueroa, Risk Program Manager
Subject: RFQ140308 CM for Estero Blvd.: Insurance Requirements

It has been explained that RFQ140308 CM for Estero Blvd. has been separated into two (2) phases. As you indicated in your email of Friday, April 17, 2015, Phase 1 will not include and roadway/LCU construction activities and prior to commencing all required coverage will be in place:

“Segment 1 will not include any roadway/LCU construction activities as part of the CMAR work. The CMAR is expected to establish a field office and utilize it during the Phase I – Pre-Construction Phase activities. Personnel for the CMAR are expected to be in the field reviewing plans, meeting with prospective contractors, property owners or other Utilities (Town of Fort Myers Beach, FPL, CenturyLink, etc) but will not be performing any construction work. Any construction would only be able to occur if the proposed fee were brought back to the BOCC as an amendment to the Phase II – Construction Phase agreement; at which time we will require compliance with all construction related insurance requirements outlined in the contract.”

As such a request is being asked to waive all insurance requirements which are not pertinent to Phase 1. This being the case, I have no issues in waiving all Phase 1 insurance requirements for the exceptions of the general liability, auto liability, and workers’ compensation (GL, AL, WC) requirement.

These three coverage items (GL, AL, WC) shall be in place prior to the commencement of Phase 1, meeting all the required coverage amounts as outlined in the contract. All other coverage under Phase 1 can be waived until activities as outlined above commences.

If there are any questions, please do not hesitate to contact me at 239-533-2310. Thank you for your time and have a wonderful and safe holiday season.



Major Insurance Requirements

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:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 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:

\$1,000,000 combined single limit (CSL)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 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:

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

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



LEE COUNTY
SOUTHWEST FLORIDA

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.

Special Requirements:

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

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Lee County, a political subdivision and Charter County of the State of Florida, (hereinafter "Governmental Entity), Florida Consumer's Certificate of Exemption Number: 85-8012622170C-4 affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ dated _____ from (Vendor) on or after _____ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # with _____ (Name of Contractor) for the construction of

.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

Project Manager must initial each of the following requirements:

- _____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property that the Contractor will use in the identified public works.
- _____ 2. The vendor's invoice is issued directly to Governmental Entity.
- _____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- _____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- _____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Government Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of

Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

DEPARTMENT AUTHORIZATION

PROCUREMENT MANAGEMENT APPROVAL

Click here to enter text.
Department Name

By: _____
Signature

Signature

Title Date

Click here to enter text.
Purchaser's Name (Print or Type)

PROJ MANAGER
Title Date

Phone Number

FEDERAL EMPLOYER IDENTIFICATION: 85-8012622170C-4

You must attach a copy of the Purchase Order to this Certificate of Entitlement

Attachment 2

PURCHASE ORDER

Page No.: 1

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING
PO BOX 398
FORT MYERS, FL 33902 - 0398
(239) 533-5450 TELEPHONE (239) 485-5460 FAX

BILL TO: LEE COUNTY FINANCE DEPARTMENT
PO DRAWER 2238
FORT MYERS, FL 33902-2238
(239) 533-2100

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

FLORIDA SALES TAX EXEMPTION NO. 85-8012622170C-4

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 work as a contractor, supplier, subcontractor, or a consultant under a contract with the County; and may not transact business with the County in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

VENDOR: 265469

JOHN MADER ENTERPRISES DBA
MADER ELECTRIC MOTORS
18161 N TAMIAMI TRAIL
NORTH FORT MYERS, FL 33903

SAMPLE

SHIP TO: LEE CO UTILITIES-FT MYERS BEACH WWTP
FORT MYERS BEACH WWTP
17155 PINE RIDGE RD
FORT MYERS, FL 33908

BUSINESS PHONE: 239 731-5455
FAX NUMBER: 239 731-8165

REQUISITIONER: MILLERKA
BUYER: LEWINKE

P.O. NO.: **406006**

ORDER DATE: 5/11/2012 FREIGHT TERMS: NONE
DELIVERY DATE: 5/11/2012 CONFIRM TO:
INSTRUCTIONS:

QUOTE/CONTRACT NO.: RFQ-11-05
BRANCH/PLANT : UTILCIPOP

This is Direct Purchase No.1 for CM Contract 5668 with Westco Builders of Florida for the construction of the Fort Myers Beach WWTP EQ Tank Rehabilitation for the purchase of two ABS pumps as specified below:

- 2 ea ABS 33 HP pumps, Model XFP250J-PE250/6-J
- 2 ea ABS pump seal/minder relays
- 2 ea Dual rail guide rail base assembly with integral elbow, 10"
- 8 ea SS pump base anchor bolts
- 2 ea SS dual rail upper guide bracket
- 2 ea SS Cable / float hanger bracket
- 4 ea SS 3" guide rail pipes, 25' lengths
- 1 ea Startup

per the attached quote #60810-2, for the total amount of \$43,550, includes freight

To be coordinated and delivered to the attention of Westco Builders of Florida

RFQ-11-05, Bluesheet 20120215, Board Date 3/20/12

which allows for the waiving of any formal process and authorizes the use of the direct material purchase orders based on the Contract Manager's competitive bidding process, which allows the County to purchase directly from suppliers of equipment and/or materials as a cost/time saving measure.

Lee County Tax Exempt No. 85-8012622170C-4

CIP 207318

Requested by Jessica Munoz, 533-8155

PURCHASING AUTHORIZATION: ROBERT FRANCESCHINI

PURCHASE ORDER

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING
PO BOX 398
FORT MYERS, FL 33902 - 0398
(239) 533-5450 TELEPHONE (239) 485-5460 FAX

BILL TO: LEE COUNTY FINANCE DEPARTMENT
PO DRAWER 2238
FORT MYERS, FL 33902-2238
(239) 533-2100

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

FLORIDA SALES TAX EXEMPTION NO. 85-8012622170C-4

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 work as a contractor, supplier, subcontractor, or a consultant under a contract with the County; and may not transact business with the County in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

P.O. NO.: **406006**

km
5/3/12

Line	Rev	Item	Description/Account	Ordered	UOM	Unit Price	Extended Price	Req. No.	Type
1.000	0	72064	SEWAGE & SLUDGE PUMPS ABS Pumps FMB EQ Tank 20731848720.506540.239		EA	.0000	43,550.00	00538218	OR

Total Order: 43,550.00

PURCHASING AUTHORIZATION: ROBERT FRANCESCHINI

Blue Sheet No. 20150143	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/7/2015	Item No. 17
------------------------------------	---	--------------------

TITLE:

Approve the Construction Management at Risk Agreement for RFQ140308 Estero Blvd Improvements.

ACTION REQUESTED:

(A) Approve the Construction Management at Risk (CMAR) Agreement, negotiated pursuant to the award under for RFQ140308 CONSTRUCTION MANAGEMENT SERVICES FOR ESTERO BLVD IMPROVEMENTS, to Chris-Tel Company of Southwest Florida, Inc. DBA Chris-Tel Construction.

(B) Approve the Pre-Construction Phase Services Fee (Phase I Agreement) in the not-to-exceed sum of \$257,000

(C) Approve a Construction Management Fee Percentage of 5.75%. At the conclusion of the Pre-Construction Phase Services (Segment One), a Guaranteed Maximum Price (GMP) Amendment pertaining to the Construction Phase Services for Segment One, and based upon the established Construction Management Fee percentage, will be established and brought back to the Board as an amendment to this agreement. Pre-Construction and GMP Amendments for each subsequent segment will be presented to the Board for approval in the future.

(D) Authorize the County to pursue sales tax recovery opportunities, as permitted under Florida Statutes ss. 212.06 and 212.08, and allow Procurement Management to issues Certificates of Entitlement to the CMAR with respect to direct materials purchases deemed appropriate by the County's Project Manager and consistent with the Sales Tax Recovery Process set forth in the CMAR Agreement.

(E) Authorize the Chair to execute the Construction Management at Risk Agreement consisting of two parts: Phase I (Pre-Construction Phase Services) (Segment One) and Phase II (Construction Phase Services) (Segment One).

(F) Authorize staff to negotiate a GMP for the Construction Phase Services with Chris-Tel Company of Southwest Florida, Inc. DBA Chris-Tel Construction, which will be presented to the Board for approval as the GMP Amendment in the future.

FUNDING:

BoCC Strategic Goal: Transportation

DOT: (\$220,286.00) Gas Taxes; Included in Budget, Transportation

Utilities: (\$36,714.00) Enterprise Fund; Included in Budget

This Agreement will provide a Construction Manager at Risk for the re-construction of Estero Boulevard for both DOT and Lee County Utilities (LCU). The current DOT and LCU Capital Improvement Programs (CIP) provides funding for construction every other year. The overall CIP construction budget for all six (6) segments of Estero Boulevard is \$42,000,000 for DOT and LCU. Each segment will include a Phase I - Pre-Construction Phase Services and a Phase II -Construction Phase Services (GMP) agreement proposed as amendments to be presented to the Board for approval. Total construction costs for Segment 1 are estimated to be \$7,000,000, which includes CM fees and DOT and LCU construction items.

Required Review:

David Loveland	Robert Franceschini	Lori Borman	Mike Figueroa	Anne Henkel	Andrea R. Fraser
TRANSPORTATION	Purchasing	Budget Analyst	Risk	Budget Analyst	County Attorney
Peter Winton	Doug Meurer				
Budget Services	Public Works Director				

CMAR services are anticipated to start in quarter 2 of 2015 with Construction beginning in late quarter 2 to early quarter 3 of 2015.

DOT: Fund-Transportation Capital Improvement; Program – Capital Projects; Project – Estero Boulevard 20506730700.506540

Utilities: Fund-Utilities Capital Improvements; Program – Capital Projects; Project – Estero Boulevard Force Main Relocation; 20732648730.506540

WHAT ACTION ACCOMPLISHES:

Provides Lee County DOT and Lee County Utilities with a Construction Manager at Risk (CMAR) that is qualified to execute Pre-Construction Services and Construction Services for the Estero Boulevard Improvements Project. The Pre-Construction Phase Services (Phase I Agreement) includes the development of a Guaranteed Maximum Price (GMP) for the Construction Phase Services for Segment 1 of the Estero Boulevard Improvements. The CMAR will also complete Early work that includes preparation of Maintenance of Traffic Plans to be used for bidding to establish the GMP and setup of the CMAR site offices. The GMP for Construction Phase Services (Phase II Agreement) for Segment 1 will be negotiated and presented to the Board for approval in the future as the GMP Amendment to the CMAR Agreement.

MANAGEMENT RECOMMENDATION:

Approve.

Requirement/Purpose: <i>(specify)</i>	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other	Commissioner: Department: TRANSPORTATION Division: Administration By: David Loveland

Background:

Statements of Qualifications were solicited on behalf of the Board for professional construction management services for the project known as RFQ140308 CONSTRUCTION MANAGEMENT SERVICES FOR ESTERO BLVD IMPROVEMENTS.

The deadline for receipt of the Statement of Qualifications was June 16, 2014. A total of six responses were received by the deadline. All responses were considered at the Qualifications Evaluation Committee meeting on July 16, 2014.

Presentations were heard and final ranking of firms was accomplished at the Qualifications Evaluation Committee meetings on October 3 and October 6, 2014. Based on the presentations and the firms' ability to demonstrate their qualifications, past experience, and full understanding of the project, it was consensus of the committee to recommend award to Chris-Tel Company of Southwest Florida, Inc. DBA Chris-Tel Construction. The ranking and authorization to negotiate with Chris-Tel Company of Southwest Florida, Inc. DBA Chris-Tel Construction, was approved by the Board (Blue Sheet No. 20140746) on January 6, 2015.

Lee County DOT staff met with the firm representatives several times and negotiated the terms and conditions of the Construction Manager at Risk Agreement. The negotiated fee for Pre-Construction Phase Services is a not-to-exceed sum of \$257,000; and the Construction Management (CM) Fee percentage applicable to Construction Phase services is 5.75%. A letter was received from Chris Tel Company of Southwest Florida, Inc. DBA Chris-Tel Construction on March 2, 2015 accepting these fees.

The Pre-Construction Phase Services Agreement (Phase I Agreement) provides for: DBE and local vendor/contractor collaboration efforts, budget analysis, value engineering, schedule optimization, construction sequencing, sales tax recovery (aka direct material purchase) planning, Public Involvement activities assistance, assistance in right-of-way (ROW) encroachment resolution, coordination with utilities within the ROW, coordination with the Town of Fort Myers Beach, creation of bid packages, GMP Development, traffic control analysis and planning, and setup of CMAR site offices. The completion of the Pre-Construction Phase Services will result in a negotiated GMP proposal for Phased Construction Services that will be presented to the Board for consideration and approval as the GMP Amendment to the Construction Management at Risk Agreement. Five additional segments are currently planned for Estero Boulevard and may be added as amendments to the CMAR Agreement, each Segment will require a Pre-Construction Phase amendment and a GMP amendment.

This project is necessary to reconstruct Estero Boulevard to improve mobility of all users consistent with the concepts within the Town of Fort Myers Beach 2001 Streetscape Master Plan and as modified by the requests of the Town of Fort Myers Beach Town Council. The Segment 1 project includes construction of wide sidewalks on both sides of Estero Boulevard, drainage improvements within the roadway and connection to drainage improvements the Town has recently completed, Trolley stops outside of the travel lane where feasible, enhancements to street lighting at crosswalks and shared bike lane markings. This project also includes the replacement of sewer force mains and relocation of gravity sanitary sewer lines as needed (LCU), coordination with Town of Fort Myers Beach for the replacement of Town water lines, Teco Gas for the installation of a gas main, FPL for the relocation of power poles and overhead lines to the ROW, adjustment as needed of telecommunication provider facilities, and accommodations of future lighting and fiber conduits.

The total construction cost for all segments of Estero Boulevard improvements is estimated at \$42,000,000 for both Lee County DOT and Lee County Utility components. The Segment 1 construction cost is estimated at \$7,000,000.

- 1) Construction Management at Risk Agreement (Phase I – Pre-Construction Phase)
- 2) Construction Management at Risk Agreement (Phase II – Construction Phase)
- 3) Chris-Tel letter regarding Segment 1 Pre-Construction Phase Services Fee
- 4) Chris-Tel letter regarding Segment 1 Construction Management Fee percentage
- 5) Ranking Bluesheet No. 20140746

Blue Sheet No. 20150143	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 4/7/2015	Item No. 17
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TITLE:

Approve the Construction Management at Risk Agreement for RFQ140308 Estero Blvd Improvements.

ACTION REQUESTED:

(A) Approve the Construction Management at Risk (CMAR) Agreement, negotiated pursuant to the award under for RFQ140308 CONSTRUCTION MANAGEMENT SERVICES FOR ESTERO BLVD IMPROVEMENTS, to Chris-Tel Company of Southwest Florida, Inc. DBA Chris-Tel Construction.

(B) Approve the Pre-Construction Phase Services Fee (Phase I Agreement) in the not-to-exceed sum of \$257,000

(C) Approve a Construction Management Fee Percentage of 5.75%. At the conclusion of the Pre-Construction Phase Services (Segment One), a Guaranteed Maximum Price (GMP) Amendment pertaining to the Construction Phase Services for Segment One, and based upon the established Construction Management Fee percentage, will be established and brought back to the Board as an amendment to this agreement. Pre-Construction and GMP Amendments for each subsequent segment will be presented to the Board for approval in the future.

(D) Authorize the County to pursue sales tax recovery opportunities, as permitted under Florida Statutes ss. 212.06 and 212.08, and allow Procurement Management to issues Certificates of Entitlement to the CMAR with respect to direct materials purchases deemed appropriate by the County's Project Manager and consistent with the Sales Tax Recovery Process set forth in the CMAR Agreement.

(E) Authorize the Chair to execute the Construction Management at Risk Agreement consisting of two parts: Phase I (Pre-Construction Phase Services) (Segment One) and Phase II (Construction Phase Services) (Segment One).

(F) Authorize staff to negotiate a GMP for the Construction Phase Services with Chris-Tel Company of Southwest Florida, Inc. DBA Chris-Tel Construction, which will be presented to the Board for approval as the GMP Amendment in the future.

FUNDING:

BoCC Strategic Goal: Transportation

DOT: (\$220,286.00) Gas Taxes; Included in Budget, Transportation

Utilities: (\$36,714.00) Enterprise Fund; Included in Budget

This Agreement will provide a Construction Manager at Risk for the re-construction of Estero Boulevard for both DOT and Lee County Utilities (LCU). The current DOT and LCU Capital Improvement Programs (CIP) provides funding for construction every other year. The overall CIP construction budget for all six (6) segments of Estero Boulevard is \$42,000,000 for DOT and LCU. Each segment will include a Phase I - Pre-Construction Phase Services and a Phase II -Construction Phase Services (GMP) agreement proposed as amendments to be presented to the Board for approval. Total construction costs for Segment 1 are estimated to be \$7,000,000, which includes CM fees and DOT and LCU construction items.

Required Review:

David Loveland	Robert Franceschini	Lori Borman	Mike Figueroa	Anne Henkel	Andrea R. Fraser
TRANSPORTATION	Purchasing	Budget Analyst	Risk	Budget Analyst	County Attorney
Peter Winton	Doug Meurer				
Budget Services	Public Works Director				

CMAR services are anticipated to start in quarter 2 of 2015 with Construction beginning in late quarter 2 to early quarter 3 of 2015.

DOT: Fund-Transportation Capital Improvement; Program – Capital Projects; Project – Estero Boulevard 20506730700.506540

Utilities: Fund-Utilities Capital Improvements; Program – Capital Projects; Project – Estero Boulevard Force Main Relocation; 20732648730.506540

WHAT ACTION ACCOMPLISHES:

Provides Lee County DOT and Lee County Utilities with a Construction Manager at Risk (CMAR) that is qualified to execute Pre-Construction Services and Construction Services for the Estero Boulevard Improvements Project. The Pre-Construction Phase Services (Phase I Agreement) includes the development of a Guaranteed Maximum Price (GMP) for the Construction Phase Services for Segment 1 of the Estero Boulevard Improvements. The CMAR will also complete Early work that includes preparation of Maintenance of Traffic Plans to be used for bidding to establish the GMP and setup of the CMAR site offices. The GMP for Construction Phase Services (Phase II Agreement) for Segment 1 will be negotiated and presented to the Board for approval in the future as the GMP Amendment to the CMAR Agreement.

MANAGEMENT RECOMMENDATION:

Approve.

Requirement/Purpose: <i>(specify)</i>	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other	Commissioner: Department: TRANSPORTATION Division: Administration By: David Loveland

Background:

Statements of Qualifications were solicited on behalf of the Board for professional construction management services for the project known as RFQ140308 CONSTRUCTION MANAGEMENT SERVICES FOR ESTERO BLVD IMPROVEMENTS.

The deadline for receipt of the Statement of Qualifications was June 16, 2014. A total of six responses were received by the deadline. All responses were considered at the Qualifications Evaluation Committee meeting on July 16, 2014.

Presentations were heard and final ranking of firms was accomplished at the Qualifications Evaluation Committee meetings on October 3 and October 6, 2014. Based on the presentations and the firms' ability to demonstrate their qualifications, past experience, and full understanding of the project, it was consensus of the committee to recommend award to Chris-Tel Company of Southwest Florida, Inc. DBA Chris-Tel Construction. The ranking and authorization to negotiate with Chris-Tel Company of Southwest Florida, Inc. DBA Chris-Tel Construction, was approved by the Board (Blue Sheet No. 20140746) on January 6, 2015.

Lee County DOT staff met with the firm representatives several times and negotiated the terms and conditions of the Construction Manager at Risk Agreement. The negotiated fee for Pre-Construction Phase Services is a not-to-exceed sum of \$257,000; and the Construction Management (CM) Fee percentage applicable to Construction Phase services is 5.75%. A letter was received from Chris Tel Company of Southwest Florida, Inc. DBA Chris-Tel Construction on March 2, 2015 accepting these fees.

The Pre-Construction Phase Services Agreement (Phase I Agreement) provides for: DBE and local vendor/contractor collaboration efforts, budget analysis, value engineering, schedule optimization, construction sequencing, sales tax recovery (aka direct material purchase) planning, Public Involvement activities assistance, assistance in right-of-way (ROW) encroachment resolution, coordination with utilities within the ROW, coordination with the Town of Fort Myers Beach, creation of bid packages, GMP Development, traffic control analysis and planning, and setup of CMAR site offices. The completion of the Pre-Construction Phase Services will result in a negotiated GMP proposal for Phased Construction Services that will be presented to the Board for consideration and approval as the GMP Amendment to the Construction Management at Risk Agreement. Five additional segments are currently planned for Estero Boulevard and may be added as amendments to the CMAR Agreement, each Segment will require a Pre-Construction Phase amendment and a GMP amendment.

This project is necessary to reconstruct Estero Boulevard to improve mobility of all users consistent with the concepts within the Town of Fort Myers Beach 2001 Streetscape Master Plan and as modified by the requests of the Town of Fort Myers Beach Town Council. The Segment 1 project includes construction of wide sidewalks on both sides of Estero Boulevard, drainage improvements within the roadway and connection to drainage improvements the Town has recently completed, Trolley stops outside of the travel lane where feasible, enhancements to street lighting at crosswalks and shared bike lane markings. This project also includes the replacement of sewer force mains and relocation of gravity sanitary sewer lines as needed (LCU), coordination with Town of Fort Myers Beach for the replacement of Town water lines, Teco Gas for the installation of a gas main, FPL for the relocation of power poles and overhead lines to the ROW, adjustment as needed of telecommunication provider facilities, and accommodations of future lighting and fiber conduits.

The total construction cost for all segments of Estero Boulevard improvements is estimated at \$42,000,000 for both Lee County DOT and Lee County Utility components. The Segment 1 construction cost is estimated at \$7,000,000.

- 1) Construction Management at Risk Agreement (Phase I – Pre-Construction Phase)
- 2) Construction Management at Risk Agreement (Phase II – Construction Phase)
- 3) Chris-Tel letter regarding Segment 1 Pre-Construction Phase Services Fee
- 4) Chris-Tel letter regarding Segment 1 Construction Management Fee percentage
- 5) Ranking Bluesheet No. 20140746

Blue Sheet No. 20150437	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Item No. 33
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TITLE:

Approve the lease of a 2015 Vac-Con Truck for Lee County Utilities for five years, for an annual cost of \$86,069.90.

ACTION REQUESTED:

(A) Approve award of project N-150331 LEASE OF A 2015 VAC-CON TRUCK FOR UTILITIES, a negotiated lease purchase agreement based on the competitively quoted pricing of the Florida Sheriff's Association Bid No. 14-12-0904 #47 from Southern Sewer Equipment Sales through Leasing 2, Inc.
 (B) Approve a 5-year lease term (at the conclusion of which the County would own the vehicle) for the annual amount of \$86,069.90 and the total amount of \$430,349.50.
 (C) Authorize the Board Chair on behalf of the BOCC to execute and sign the accompanying lease agreement and other ancillary documentation.

FUNDING:

This is funded from the Enterprise Fund and is included in the LCU operating budget

Funds to cover the first year lease are available from the LCU Operating Budget; Program: Water Distribution; Project: Vehicle Lease. Future yearly payments will need to be budgeted each year. The annual payment will be \$86,069.90.

Fund: Lee County Utilities Operating Budget; Program: Water Distribution; Project: Vehicle Lease. Funds are available in account string: OD5360248700.504421

WHAT ACTION ACCOMPLISHES:

Approves the 5 year lease agreement of a Vac-Con Vacuum Truck from Southern Sewer Equipment Sales through Leasing 2, Inc. for use by Lee County Utilities.

MANAGEMENT RECOMMENDATION:

Approve.

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-1 <input type="checkbox"/> Other	Commissioner: Department: UTILITIES Division: No Divisions By: Pam Keyes

Background:

On May 20, 2015 the Division of Procurement received a request from LCU to obtain Board approval for the lease of a Vac Con Truck. The lease payment was negotiated based on a piggyback of the Florida Sheriff's Association Bid no. 14-12-0904, Specification #47.

Required Review:					
Pam Keyes	Reginald Kantor	Mike Figueroa	Peter Winton	Corris L. McIntosh Jr.	Doug Meurer
UTILITIES	Budget Analyst	Risk	Budget Services	County Attorney	County Manager

The County will own the equipment at the end of the lease term. Funding for the initial annual payment is included in the LCU FY15 operating and subsequent lease payments will be made available from the LCU operating budget. The per year cost is \$86,069.90. Total cost for the 5-year term is \$430,349.50

Need for Replacement Vehicle: Staff currently operates a 2001 Vac-Con truck that is assigned to the Water Distribution Section and used daily to meet current work demand. The existing vehicle is unreliable and has reached the end of its useful life. To date LCU has spent \$190,204.84 for repairs on this unit. The estimated time required to complete these repairs is equal to approximately 17% downtime throughout the years. During vehicle downtime, crews had to be reassigned and projects schedules adjusted to accommodate the loss of vehicle availability. The average downtime for repairs needing specialized parts is between 1 to 2 weeks creating scheduling issues and made it difficult to complete projects in a timely and efficient manner.

1. Proposal from Southern Sewer Equipment Sales
2. Lease proposal from Leasing 2, Inc.
3. Florida Sheriff's Association Bid Pricing



SOUTHERN SEWER EQUIPMENT SALES

3409 Industrial 27th St. • Ft. Pierce, FL 34946
(772) 595-9171 FAX • 1-800-782-4134 • (772) 595-6940

"A Certified MBE Woman Owned Business"

Ms. Kathy Ciccarelli
Lee County
5560 Zip Drive
Fort Myers, FL 33905
Via email: kciccarelli@leegov.com

May 19, 2015

Dear Ms. Ciccarelli,

*****Please note: The Florida Sheriffs Contract has separate specifications for the Sewer Cleaner Body and Chassis. This proposal does not include the cost for the chassis.***

Southern Sewer Equipment Sales is pleased to announce the opportunity for Lee County Utilities to purchase a new Vac-Con Sewer Combination Cleaner Body from the Florida Sheriff's Contract No. 14-12-0904, Specification #47.

The base Vac-Con model on Specification #47 includes the following items:

New Vac-Con Sewer Combination Cleaner Model V311HN/1000 ***Single Engine Design***

11 Yard Debris Tank
80 GPM @ 2500 PSI Water System
3 Stage Centrifugal Compressor
1000 Gallon Fresh Water Capacity
Hydraulic Rear Door Locks
Front Mounted Fixed Boom
Front Mounted Fixed Hose Reel
400' of Sewer Hose
20' Aluminum Tubes with Quick Clamps
Sanitary Nozzle, Penetrator Nozzle
Fire Extinguisher
Triangle Kit

Base Bid Price: \$161,718.00

Optional Equipment:

600' x 1" Hose Reel Capacity	(\$2,293.00)
Articulating Hose Reel (includes Hose Footage Counter)	\$12,908.00
Wireless Remote	\$4,251.00
Variable Flow Water System, Includes 2 Additional Nozzles	\$1,151.00
Hydraulic Pump Off System, 575 GPM, Mounted on Rear Door	\$11,642.00
824 PD Blower	\$21,354.00
10' Telescoping Boom Assembly with Pendant Control Station	\$12,529.00

Lighting Package: Boom Mounted Flood Lights, Rear Mounted Flood Lights, Front & Rear Mounted Strobe Lights with Limb Guards, Arrowstick & Hand Held Spot Light	\$4,163.00
LED Lighting Package Upgrade: ICC LED Lights, Upgrade to LED Front & Rear Strobe Lights, Upgrade to LED Boom Mounted Flood Lights, Upgrade to LED Rear Mounted Flood Lights, Upgrade to LED Arrowstick, LED 4 Corner Strobe System – Bumper Mount	\$4,602.00
Municipal Performance Package #1: Storage Box Behind Cab, Debris Body Power Flush System, 50' Capacity Hand Gun Hose Reel, Low Water Alarm, Body Load Limit Alarm, Back Up Alarm, 2.5" Water Drain Valve, 6" Knife Valve	\$8,111.00
Municipal Performance Package #2: Lazy Susan or Folding Pipe Rack, Additional 10' Tubes, Dual Roller Level Wind Guide, Additional 100' Hose, Nozzle Rack, Rear Tow Hooks, Adjustable Air Gap, First Aid Kit	\$4,758.00
Hydro Excavation Package: 50' High Press Hand Gun Reel, High Press Unloader Valve & High Press Extendable (5') Excavation Nozzle with Quick Disconnect	\$5,422.00
Remote Grease Zerk Assembly Package: Boom, Debris Tank & Articulating Hose Reel	\$5,548.00
Heavy Reinforced Elbow	\$1,013.00
Back Up Camera System with Monitor	\$1,595.00
Upgrade to 16 Yard Debris Tank with Flat Style Rear Door and 1500 Gallon Water Capacity (<i>unpublished option, includes 3.5% discount</i>)	\$33,710.35
Rear Splash Shield Steel, 2-10 O'clock Position (<i>unpublished option, includes 3.5% discount</i>)	\$1,830.61
Vacuum Enhancer, Air Operated (<i>unpublished option, includes 3.5% discount</i>)	\$4,261.44
¼ Turn Ball Valve in lieu of 2 ½" Drain Valve (<i>unpublished option, includes 3.5% discount</i>)	\$1,794.90
Additional Folding Pipe Rack (<i>unpublished option, includes 3.5% discount</i>)	\$2,543.74
Aluminum Storage Box Behind Cab in lieu of Steel (<i>unpublished option, includes 3.5% discount</i>)	\$2,397.06
2) Roll Out Shelves for Storage Box (<i>unpublished option, includes 3.5% discount</i>)	\$1,397.32
50' Retractable Cord for Spotlight (<i>unpublished option, includes 3.5% discount</i>)	\$527.86
Water Pump Remote Oil Drain (<i>unpublished option, includes 3.5% discount</i>)	\$236.43
LED Flood Light at Water Pump Area (<i>unpublished option, includes 3.5% discount</i>)	\$380.21
Drain Valve Flusher Assembly (<i>unpublished option, includes 3.5% discount</i>)	\$135.10
Delete Dual Roller Level Wind	(\$123.75)
Delete 4 Corner LED Strobe System	(\$1,299.75)
Special Multiple Unit Discount	(9,000.00)

Final Model After Options: VPD3616LHAEN/1500

TOTAL PRICE FOR VAC-CON BODY: \$297,263.52

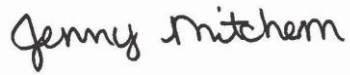
New Freightliner 114SD Chassis \$103,000.00
(Proposal submitted to the County by Lou Bachrodt Freightliner)

TOTAL BODY & CHASSIS: \$400,263.52

The body price includes mounting the Vac-Con body to the chassis. Please review the Florida Sheriffs Contract for chassis options. The chassis supplier should drop ship the chassis to Vac-Con in Green Cove Springs, FL. The specifications should be approved by Vac-Con before ordering the chassis.

We appreciate the opportunity to provide this equipment to Lee County. Please feel free to contact Michael Fitzgerald at (772) 201-9432, if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Jenny Mitchem". The signature is written in a cursive, slightly slanted style.

Jenny Mitchem
Sales Coordinator

LEASE-PURCHASE AGREEMENT

LESSEE:
Lee County Board of County Commissioners
2115 Second Street
Fort Myers, FL 33901

LESSOR:
Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Dated as of May 20, 2015

This Lease-Purchase Agreement (the "Agreement") dated as of May 20, 2015 by and between Leasing 2, Inc. ("Lessor"), and Lee County Board of County Commissioners ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of Florida ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) Leasing 2, Inc., acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period set forth in Section 4.01.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the terms set forth in Section 4.01.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

ARTICLE II COVENANTS OF LESSEE

Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.]

(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.

(j) Lessee shall not give up possession or control of the Equipment.

(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment.

(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.

(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal

Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

- (a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;
- (b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;
- (c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or
- (d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional Interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's anticipated yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, the validated amount of the federal income tax obligation. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

Section 6.07. Termination by Nonappropriation. In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

Section 6.08. Late Charges. If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, Lessee agrees to surrender possession of the Equipment to Lessor. Lessee and Lessor intend for federal income tax purposes under the Internal Revenue Code of 1986, as amended, that this Agreement constitutes a financing lease or an installment sale contract rather than a true lease.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect. Lessor understands and acknowledges that Lessee is a tax exempt local government entity.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the actual cash value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Section 11.01 At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- (a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
- (b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- (c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price as set forth in Exhibit E to Lessor.

Upon the occurrence of any of such events, Lessor shall, if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, (ii) assignee or subassignee agrees, without modification, to the terms and conditions of this Agreement, and if assignee or subassignee does not accept all terms and conditions without modification that the assignment will be deemed void, and (iii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents subject to the terms and conditions of this Agreement which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason. Lessor and Lessee agree this provision is subject to Florida Statutes 768.28 and does not serve to diminish the rights of sovereign immunity enjoyed by lessee.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- (c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of Lessee default referred to in Section 13.01 hereof shall have happened and be continuing, Lessee agrees to return the equipment to Lessor and Lessor shall have the right at its sole option without any further demand or notice, to take either one or both of the following remedial steps:

- (a) Accept surrender from Lessee of the equipment for sale or release by Lessor in a commercially reasonable manner. All proceeds of such sale or re-letting shall inure to Lessor, provided, however, if such proceeds after deduction of Lessor's reasonable costs and expenses, including attorneys' fees, incurred to recover possession, restore or clean-up and sell or release the equipment, exceed an amount equal to the sum of the past due but unpaid Rental Payments and an amount equal to the then applicable purchase price, Lessor shall remit the amount of such excess to Lessee; or
- (b) Institute an action in a court of competent jurisdiction to recover Lessor's compensatory damages resulting from Lessee's default.

Lessor agrees that it shall not have a right to seek any remedy of specific performance nor shall Lessor have any "self-help" right to take possession of the equipment absent Lessee's voluntary surrender thereof.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

Section 14.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Delayed Closing. In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

Section 14.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action to enforce the provisions of this Agreement will be in Lee County, Florida.

Section 14.08. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

Section 14.09. Entire Agreement. This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

Section 14.10. Execution of Facsimile. In the interest of time, each party agrees that execution of signature pages of this Agreement by such party followed by transmission of such pages by facsimile/Telecopier will be legally binding upon such party. After each party has executed and transmitted such signature pages, each party agrees to execute hard copies of this Agreement and to promptly forward originals to the other party hereto.

Section 14.11. Correction of Documents. Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Lease or to reflect the true intent of the parties in this transaction. All such documents and information must be satisfactory to both parties.

Section 14.12 WAIVER OF JURY TRIAL. N/A

Section 14.13. Performance Bonds. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

Section 14.14. Time is of the Essence. Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessor and Lessee by the signature below of its respective authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

LESSOR: Leasing 2, Inc.

Execute:

By: _____
Brad Meyers

Title: _____
President

Date: _____

LESSEE: Lee County Board of County Commissioners

Execute:

By: _____
Brian Hamman

Title: _____
Chairman

Date: _____

EXHIBIT A

**RESOLUTION OF GOVERNING BODY
EXTRACT OF MINUTES**

LESSEE: Lee County Board of County Commissioners

At a duly called meeting of the governing body of Lessee held on the _____ day of _____, 20_____, the following resolution was introduced and adopted.

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease-Purchase Agreement by and between Lessee and **Leasing 2, Inc.** dated as of **May 20, 2015** and presented to this meeting; and has further determined that the Equipment will be used solely for essential governmental functions and not for private business use.

WHEREAS, Lessee has taken the appropriate steps to procure and arrange for the acquisition of this Equipment in accordance with applicable law.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease-Purchase Agreement and Escrow Agreement are in the best interest of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following person to execute and deliver, the Lease-Purchase Agreement and Escrow Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase Agreement and Escrow Agreement.

(Signature of Party to Execute
Lease-Purchase Agreement and Escrow Agreement)

Brian Hamman, Chairman
(Print Name and Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease-Purchase Agreement and Escrow Agreement is the same as presented at said meeting of the governing body of Lessee.

(SEAL)

Secretary/Clerk

Date

{LETTERHEAD OF LESSEE'S COUNSEL}

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

LESSEE: **Lee County Board of County Commissioners**

DATE OF AGREEMENT: **May 20, 2015**

**Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230**

[Ladies and]Gentlemen:

As counsel for **Lee County Board of County Commissioners** ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of **May 20, 2015** and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of **Florida**.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. _____, attached as Exhibit A to the Agreement.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. Lessee has taken the appropriate steps to procure and arrange for the acquisition of this Equipment in accordance with applicable law.
5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.
6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.
7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,

EXHIBIT C

CERTIFICATE AS TO ARBITRAGE

I, , hereby certify that I am duly qualified and acting , of Lee County Board of County Commissioners (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated May 20, 2015 (the "Agreement"), by and between Leasing 2, Inc. ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Lease provides for the acquisition and financing of certain equipment described therein (the "Equipment") Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").

2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of \$400,263.52, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of \$400,263.52. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.

3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will obligate the payment of all amounts held in escrow.

4. The Equipment will be acquired with due diligence and will be fully acquired on or before _____.

5. In any event, all of the spendable proceeds of the Agreement will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.

6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.

7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.

8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.

9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.

10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.

11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

WITNESS my hand this _____ day of _____, 20_____.

LESSEE: Lee County Board of County Commissioners

By: Brian Hamman

Title: Chairman

EXHIBIT D
DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

(1) Vac-con Combination Vacuum Truck w/ a Freightliner 114SD Chassis, VIN: _____

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

5560 Zip Drive

Fort Myers, FL 33905

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE: **Lee County Board of County Commissioners**

By: _____
Brian Hamman

Title: _____
Chairman

Date: _____

EXHIBIT E
PAYMENT SCHEDULE

LESSEE: Lee County Board of County Commissioners
LEASE AMOUNT: \$400,263.52
COMMENCEMENT DATE: June 15, 2015
INTEREST RATE: 2.96%

PAYMENT					PURCHASE
<u>NO.</u>	<u>DATE</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>PRICE*</u>
1	12/15/2015	\$86,069.90	\$6,026.89	\$80,043.01	\$327,016.30
2	12/15/2016	\$86,069.90	\$9,485.23	\$76,584.67	\$247,781.04
3	12/15/2017	\$86,069.90	\$7,216.72	\$78,853.18	\$166,889.76
4	12/15/2018	\$86,069.90	\$4,881.02	\$81,188.88	\$84,307.86
5	12/15/2019	\$86,069.90	\$2,476.12	\$83,593.78	\$0.00
Grand Totals		\$430,349.50	\$30,085.98	\$400,263.52	

LESSEE: **Lee County Board of County Commissioners**

By: _____
Brian Hamman

Title: _____
Chairman

Date: _____

* After payment of Rental Payment due on such date.

EXHIBIT F
ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **May 20, 2015**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. _____ **Equipment delivered and accepted:** Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this _____ day of _____, 20_____,

2. _____ **Equipment delivery has not yet taken place:** The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered, but is scheduled to be delivered within 18 months. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement. However, if non-delivery occurs, Lessor agrees to facilitate Lessee's redirection of the escrowed funds to the purchase of alternate equipment, subject to credit approval, which will not be unreasonably withheld.

3. _____ **Vendor will be paid in full prior to delivery of equipment:** A 100% pre-funding will be made by Lessor to Vendor of the lease amount identified as "Equipment Cost" on the Exhibit E – Payment Schedule of the Agreement. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred (including Lessor's attorneys' fees). Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: **Lee County Board of County Commissioners**

By: _____
Brian Hamman

Title: _____
Chairman

Date: _____

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated **May 20, 2015**.

Gentlemen:

Reference is made to certain Lease-Purchase Agreement dated **May 20, 2015**, between **Leasing 2, Inc.** and **Lee County Board of County Commissioners**, leasing the personal property described in Exhibit D to such Agreement. This confirms and affirms that such Equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment:

Sincerely,

Brian Hamman, Chairman

Date

EXHIBIT H

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EXHIBIT I

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Leasing 2, Inc. ("Lessor") hereby gives notice to the **Lee County Board of County Commissioners** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement and Escrow Agreement dated as of **May 20, 2015**, between **Leasing 2, Inc.** ("Lessor") and **Lee County Board of County Commissioners** ("Lessee"). Leasing 2, Inc. by acceptance of this Lease Agreement, certifies that Santander Leasing, LLC, as assignee of Leasing 2, Inc. has read and agrees to be bound by all the terms and conditions of the Lease-Purchase Agreement and Escrow Agreement dated May 20, 2015 between Leasing 2, Inc. and Lee County Board of County Commissioners. **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **Lee County Board of County Commissioners** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **Santander Leasing, LLC** or its Assignee.

Santander Leasing, LLC
P. O. Box 14565
Reading, PA 19612

LESSEE: **Lee County Board of County Commissioners**

By: _____
Brian Hamman

Title: _____
Chairman

Date: _____

EXHIBIT J
VENDOR TERMS

LESSEE: Lee County Board of County Commissioners

Lessor shall have funds not immediately paid to [Vendor(s)] at closing deposited in an "Escrow Account" in order to facilitate payment to [Vendors] for equipment deliveries that are scheduled to occur according to the following schedule:

EQUIPMENT DESCRIPTION	AMOUNT	PAYMENT NO EARLIER THAN
(1) Vac-con V311HN/1000 Vacuum Truck with a Freightliner 114SD Chassis	\$297,263.52 \$103,000.00	Delivery & Acceptance Delivery & Acceptance

Lessee acknowledges and is in agreement with this schedule and the "Payment No Earlier Than" dates as indicated.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20 _____.

LESSEE: **Lee County Board of County Commissioners**

By: _____
Brian Hamman

Title: _____
Chairman

INSURANCE COVERAGE REQUIREMENT

TO: **Leasing 2, Inc. and/or its Assigns**
1720 West Cass Street
Tampa, FL 33606-1230

FROM: **Lee County Board of County Commissioners**
2115 Second Street
Fort Myers, FL 33901

RE: INSURANCE COVERAGE REQUIREMENTS (**Check one**):

_____ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

NAME: _____

ADDRESS: _____

CITY/ ST/ ZIP: _____

TELEPHONE: _____

to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming **Leasing 2, Inc. and/or its Assigns** as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **Leasing 2, Inc. and/or its Assigns** as an Additional Insured.

Minimum Coverage Required:

\$500,000.00 per person

\$1,000,000.00 aggregate bodily injury liability

\$1,000,000.00 property damage liability

_____ 2. Pursuant to Section 8.03 of the Agreement, we are self insured for all risk, physical damage, and public liability and will provide proof of such self insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: _____
Brian Hamman

Title: _____
Chairman

Date: _____

BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name: Lee County Finance Department

Company: Lee County Board of County Commissioners

Street Address or Box #: P.O. Drawer 2238

City, State, Zip: Fort Myers, FL 33902-2238

County: Lee

Telephone: (239) 533-2100

Fax: _____

Email Address: _____

**CUSTOMER IDENTIFICATION PROGRAM
ORGANIZED ENTITY**

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account.

What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

CUSTOMER NAME: **Lee County Board of County Commissioners**

CUSTOMER IDENTIFICATION

Taxpayer ID Number: 59-6000702

Business Structure (check one): City Government: _____ County Government: X Tax District: _____ Corporation: _____

Other, description: _____

We may request certified copies of your organizational documents as part of the identification procedure.

PRIMARY ADDRESS AND REGISTRATION

Address: 2120 Main Street

Address: _____

City: Fort Myers

State: Florida

Zip Code: 33901

State of Registration/Organization: FL

MAILING ADDRESS (if different from above)

Address: P.O. Box 398

Address: _____

City: Fort Myers

State: Florida

Zip Code: 33902

Acknowledgment: The information contained herein is true and correct.

Lee County Board of County Commissioners

By: _____
 Brian Hamman

Its: Chairman

Internal Escrow Letter

May 20, 2015

Santander Bank, N. A.
3 Huntington Quadrangle, Suite 101N
Melville, NY 11747

Re: Lease Purchase Agreement dated **May 20, 2015** (the "Lease") by and between: **Lee County Board of County Commissioners** ("Lessee") and Leasing 2, Inc. ("Lessor"), concurrently assigned to Santander Bank, N.A.. ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing a **Vac-con Combination Vacuum Truck with a Freightliner 114SD Chassis** (the "Equipment") in the amount of **\$400,263.52** (the "Financed Amount"). Lessee hereby requests that Assignee retain **\$400,263.52** (the "Retained Amount"). Lessee further requests that Assignee hold the Retained Amount in an internal escrow pending Assignee's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Assignee in consideration of managing the internal escrow account.

Lessee acknowledges that Assignee may commingle the Retained Amount held by Assignee for the benefit of Lessee with other funds held by Assignee for its own account, so long as Assignee maintains segregation of such amounts on the books and records of Assignee.

Sincerely,

LESSEE: Lee County Board of County Commissioners

By: _____
Brian Hamman

Title: Chairman

Date: _____

BID AWARD ANNOUNCEMENT

14-12-0904

Effective Dates:

October 3, 2014– September 30, 2015

**Cab & Chassis Trucks
& Other Fleet Equipment**

***Participating Sheriffs Offices & Local Governmental
Agencies of the State of Florida***

Coordinated By

**The
Florida Sheriffs Association
& Florida Association of Counties**



MEMO



FLORIDA SHERIFFS ASSOCIATION

P. O. Box 12519 • Tallahassee, FL 32317-2519
PHONE (850) 877-2165 • FAX (850) 878-8665
WEB SITE: www.flsheriffs.org

DATE: October 3, 2014

TO: **ALL PROSPECTIVE PARTICIPANTS**

FROM: Steve Casey	Becky Keillor	Peggy Goff	Drew Terpak
Executive Director	Bid Coordinator	Assistant Executive Director	Business Operations Manager

RE: **Cab & Chassis Trucks
& Other Fleet Equipment
BID NO.: 14-12-0904**

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 12th statewide competitive bid for vehicles which includes trucks, backhoes, motorgraders, agriculture type tractors, skid steer loaders, street sweepers, generators, and light towers. **This contract is effective beginning October 3, 2014 through September 30, 2015, as long as vehicles are available through fleet.**

Bids will be extended and guaranteed to any and all units of local governments and political subdivisions including, but not limited to, county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at dterpak@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

ORDERING INSTRUCTIONS

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. 14-12-0904**. They will assist you with the placement of your order and answer any questions you may have regarding the



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>10 CUBIC YARD COMBINATION SEWER CLEANING/VACUUMING MACHINE (Specification #47)</u>			
Pat's Pump & Blower	2015 Aquatech B-10	Western	\$169,489.00
Pat's Pump & Blower	2015 Aquatech B-10	Northern	\$169,489.00
Pat's Pump & Blower	2015 Aquatech B-10	Central	\$169,489.00
Pat's Pump & Blower	2015 Aquatech B-10	Southern	\$169,489.00
Container Systems & Equip. Co., Inc.	2015 Super Products Camel 200	Western	\$189,875.00
Container Systems & Equip. Co., Inc.	2015 Super Products Camel 200	Northern	\$189,875.00
Container Systems & Equip. Co., Inc.	2015 Super Products Camel 200	Central	\$189,875.00
Container Systems & Equip. Co., Inc.	2015 Super Products Camel 200	Southern	\$189,875.00
	2015 Vacall AJV 1010	Western	-- NB --
GS Equipment, Inc.	2015 Vacall AJV 1010	★Northern	\$156,495.00
GS Equipment, Inc.	2015 Vacall AJV 1010	★Central	\$156,495.00
GS Equipment, Inc.	2015 Vacall AJV 1010	★Southern	\$156,495.00
Southern Sewer Equipment Sales	2015 Vac-Con 11 Yard	★Western	\$161,718.00
Southern Sewer Equipment Sales	2015 Vac-Con 11 Yard	Northern	\$161,718.00
Southern Sewer Equipment Sales	2015 Vac-Con 11 Yard	Central	\$161,718.00
Southern Sewer Equipment Sales	2015 Vac-Con 11 Yard	Southern	\$161,718.00
Environmental Products of Florida Corp.	2015 Vactor 2100 Plus	Western	\$185,855.00
Environmental Products of Florida Corp.	2015 Vactor 2100 Plus	Northern	\$185,855.00
Environmental Products of Florida Corp.	2015 Vactor 2100 Plus	Central	\$185,855.00
Environmental Products of Florida Corp.	2015 Vactor 2100 Plus	Southern	\$185,855.00



**FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES**

**10 CUBIC YARD COMBINATION SEWER CLEANING/VACUUMING
MACHINE
SPECIFICATION #47**

2015 Vac-Con 11 Yard

The Vac-Con 11 Yard purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Western	Northern	Central	Southern
BASE PRICE:	\$161,718.00	\$161,718.00	\$161,718.00	\$161,718.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	11 Yard			
DEALER:	Southern Sewer Equipment Sales	Southern Sewer Equipment Sales	Southern Sewer Equipment Sales	Southern Sewer Equipment Sales
ZONE:	★ Western	Northern	Central	Southern
BASE PRICE:	\$161,718.00	\$161,718.00	\$161,718.00	\$161,718.00

Order Code	Delete Options	All Zones
	Downgrade to smaller unit - specify <i>Model V390HN/1000, 9 Yard Debris Tank to be Mounted on Single Rear Axle Chassis</i> ¹	(\$7,081.00) ¹
	Downgrade to smaller unit - specify <i>600' x 1" Hose Reel Capacity</i> ¹	(\$2,293.00) ¹
	Downgrade to smaller unit - specify <i>60 GPM @ 2,000 PSI Water System</i> ¹	NC ¹
	Delete option - specify <i>50 GPM @ 3,000 PSI Water System with 400' x 3/4" Hose</i> ¹	NC ¹
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA

Order Code	Add Options	All Zones
	Upgrade to larger unit - specify <i>Model V311HN/1300, Upgrade to 1300 Gallon Water Capacity (Replaces side mounted tool boxes with behind the cab tool box)</i> ¹	\$4,915.00 ¹
	Upgrade to larger unit - specify <i>Model V312HN/1000, Upgrade to 12 Yard Debris Tank</i> ¹	\$4,915.00 ¹
	Upgrade to larger unit - specify <i>Model V311SHN/1000, Upgrade to 6' Telescoping Boom with Pendant Control Station (Tube in Tube), Replaces Fixed Boom Assembly</i> ¹	\$8,348.00 ¹
	Articulating hose reel <i>Includes Hose Footage Counter</i> ¹	\$12,908.00 ¹
	Hi-dump <i>Variable - Providing 19" Vertical Lift with 10" Offset to Rear</i> ¹	\$14,199.00 ¹
	Wireless remote	\$4,251.00
	Variable flow water system <i>Includes 2 Additional Nozzles</i> ¹	\$1,151.00 ¹
	Hydraulic pump-off system <i>575 GPM, Mounted on Rear Door</i> ¹	\$11,642.00 ¹
	Positive displacement blowers <i>824 PD Blower</i> ¹	\$21,354.00 ¹
	Optional equipment - specify <i>Dual Engine Configuration, Includes High Volume Hydrostatic Pump Upgrade and Auxiliary Engine Remote Oil Drain</i> ¹	\$10,867.00 ¹
	Optional equipment - specify <i>10' Telescoping Boom Assembly with Pendant Control Station (Tube in Tube), Replaces Fixed Boom Assembly</i> ¹	\$12,529.00 ¹
	Optional equipment - specify <i>Lighting Package: Boom Mounted Flood Lights, Rear Mounted Flood Lights, Front & Rear Mounted Strobe Lights with Limb Guards, Arrowstick & Hand Held Spotlight</i> ¹	\$4,163.00 ¹

VEHICLE:	11 Yard			
DEALER:	Southern Sewer Equipment Sales	Southern Sewer Equipment Sales	Southern Sewer Equipment Sales	Southern Sewer Equipment Sales
ZONE:	★ Western	Northern	Central	Southern
BASE PRICE:	\$161,718.00	\$161,718.00	\$161,718.00	\$161,718.00

	Optional equipment - specify <i>LED Lighting Package Upgrade: ICC LED Lights, Upgrade to LED Front & Rear Strobe Lights, Upgrade to LED Boom Mounted Flood Lights, Upgrade to LED Rear Mounted Flood Lights, Upgrade to LED Arrowstick, LED 4 Corner Strobe System - Bumper Mount (Requires Lighting Package)</i> ¹	\$4,602.00 ¹
	Optional equipment - specify <i>Municipal Performance Package #1: Storage Box Behind Cab, Debris Body Power Flush System, 50' Capacity Hand Gun Hose Reel, Low Water Alarm, Body Load Limit Alarm, Back Up Alarm, 2.5" Water Drain Valve, 6" Knife Valve</i> ¹	\$8,111.00 ¹
	Optional equipment - specify <i>Municipal Performance Package #2: Lazy Susan or Folding Pipe Rack, Additional 10' Tubes, Dual Roller Level Wind Guide, Additional 100' Hose, Nozzle Rack, Rear Tow Hooks, Adjustable Air Gap, First Aid Kit</i> ¹	\$4,758.00 ¹
	Optional equipment - specify <i>Hydro Excavation Package: 50' High Press Hand Gun Reel, High Press Unloader Valve & High Press Extendable (5') Excavation Nozzle with Quick Disconnect</i> ¹	\$5,422.00 ¹
	Optional equipment - specify <i>Remote Grease Zerk Assembly Package: Boom, Debris Tank & Articulating Hose Reel</i> ¹	\$5,548.00 ¹
	Optional equipment - specify <i>Heavy Reinforced Elbow</i> ¹	\$1,013.00 ¹
	Optional equipment - specify <i>80 GPM @ 3,000 PSI Water System, Includes 500' x 1" Sewer Hose (Consult Dealer for Pricing & Chassis HP Requirements)</i> ¹	NA ¹
	Optional equipment - specify <i>Back Up Camera with Monitor</i> ¹	\$1,595.00 ¹
	Optional equipment - specify <i>Hydraulic Rear Door Opener</i> ¹	\$3,457.00 ¹
	Optional equipment - specify <i>Flat Style Rear Door with Hydraulic Rear Door Opener, in lieu of Dome Style Rear Door</i> ¹	\$4,962.00 ¹
	Optional equipment - specify <i>Gravity Drain System: Plumbing to Mid-Passenger Side of Unit, Allowing Return of Liquids to Manhole</i> ¹	\$1,722.00 ¹
	Optional equipment - specify <i>FMC Water Pump in lieu of Giant</i> ¹	\$1,984.00 ¹
	Optional equipment - specify	NA
	New state tag (specify state, county, city, sheriff, etc.)	NA
	Transfer existing registration (must provide tag number)	NA
	Temporary tag	NA
	Maintenance Plan - specify <i>Vac-Con Body Only (price is per year based on 5 years and 8,000 miles per year)</i> ¹	\$9,500.00 ¹
	Maintenance Plan - specify	NA
	Warranty - specify <i>Vac-Con Body Extended Warranty (price is per year up to 5 year maximum total warranty)</i> ¹	\$4,176.00 ¹
	Warranty - specify	NA
% Discount ¹	Discount percentage off manufacturer's current published retail prices for non-specified options and any optional models bid. This discount ONLY APPLIES to a downgrade or an upgrade to the model listed in this specification. It does not apply to a completely different make or model. (The discount is applied to the manufacturer's current published retail prices.)	\$3.50 ¹

Blue Sheet No. 20150429	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	9:30 AM Public Hearing 1
------------------------------------	--	---------------------------------

TITLE:

Resolution to Certify electing to use the Uniform Method of Collecting Non Ad Valorem Special Assessments

ACTION REQUESTED:

Adopt and certify the Resolution using the Uniform Method of Collecting Non-Ad Valorem Special Assessment rolls for 35 Municipal Service Benefit Units. Section 197.3632, Florida Statutes, requires the Board to approve a Resolution for the option to use the Uniform Method of Collecting for Non Ad Valorem Special Assessments for Fiscal Year 2015-2016.

FUNDING:

Property owners are to pay the assessment through various established Municipal Service Benfit Units on the 2015 tax roll.

Municipal Service Benefit Unit Assessments occur annually in concordance with the fiscal year.

Each individual Municipal Service Benefit Unit has a separate fund for collection of special assessments

WHAT ACTION ACCOMPLISHES:

Annual request for adopting and certifying the Resolution to Certify will allow staff to proceed with the collection of Non Ad Valorem Special Assessments using the Uniform Method of Collection for the following Municipal Service Benefit Units:

Anchorage Intracoastal Canal Dredging, Cherry Blueberry Improvements, Cherry Estates Operation and Maintenance, Country Estates Street Lighting, Country Lakes Street Lighting, Dewberry Lane Special Improvements, Gasparilla Island Special Improvements, Golden Lake Heights Street Lighting, Old Pelican Bay Channel/Canal Dredging, Pine Lake Street Lighting, River Forest Street Lighting, Sheltering Pines Mobile Home Village Special Improvements, University Overlay Operation and Maintenance, Airport Woods Sewer, Bal Isle Sewer, Briarcrest Sewer, Charlee Road, Cottage Point Water, Country Triple Crown Water, Diplomat Parkway, Emily Lane Water Sewer, Harbor Drive Road Paving, Iona Shores Waterline, McGregor Isles Canal/Channel Dredging, McGregor Village Sewer, Pine Island Shore Dredging, Pinecrest Riverview Road, Port Carlos Cove Channel Dredge, Rainbow Farms Waterline, San Carlos Island Drainage, South Pebble Broken Arrow Road, Western Acres Road Paving, Whiskey Creek Canal, Old Pelican Bay Dredge, and Cherry Estates Parkway Road Improvement.

MANAGEMENT RECOMMENDATION:

Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute §§125.01 & 197.3632 F.S <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: All Department: FACILITIES CONSTRUCTION AND MANAGEMENT Division: No Divisions By: Damon Grant

Required Review:					
Damon Grant	Reginald Kantor	Mike Figueroa	Lori Borman	John J. Fredyma	Peter Winton
FACILITIES CONSTRUCTION AND MANAGEMENT	Budget Analyst	Risk	Budget Analyst	County Attorney	Budget Services
David Harner					
County Manager					

Background:

Operation & Maintenance MSBU's
Anchorage Intracoastal Canal Dredging 15-06-40
Cherry Blueberry Improvement 15-06-41
Cherry Estates O&M 15-06-42
Country Estates Street lighting 15-06-43
Country Lakes Street lighting 15-06-44
Dewberry Lane Special Improvements 15-06-45
Gasparilla Island Special Improvements 15-06-46
Golden Lake Heights Street lighting 15-06-47
Old Pelican Bay Channel/Canal Dredge 15-06-48
Pine Lake Street Lighting 15-06-49
River Forest Street Lighting 15-06-50
Sheltering Pines Mobile Home Village Special Improvements 15-06-51
University Overlay Landscaping O&M 15-06-52

Capital MSBU's

Airport Woods Sewer 12-08-24
Bal Isle Sewer 04-04-52
Briarcrest Sewer 07-06-40
Charlee Road 05-04-52
Cherry Estates Parkway Road Improvement 15-05-16
Cottage Point Water 04-06-45
Country Triple Crown Water 04-06-26
Diplomat Parkway 98-07-40
Emily Lane Water Sewer 09-06-35
Harbor Drive Road Paving 08-01-26
Iona Shores Waterline 02-03-22
McGregor Isles Canal/Channel Dredge 10-04-42
McGregor Village Sewer 10-05-15
Old Pelican Bay Dredge 14-03-12
Pine Island Shore Dredging 11-05-08
Pinecrest Riverview Road 00-02-55
Port Carlos Cove Channel Dredge 13-06-52
Rainbow Farms Waterline 02-03-21
San Carlos Island Drainage 10-05-33
South Pebble Broken Arrow Road 98-04-13
Western Acres Road Paving 08-03-15
Whiskey Creek Canal 98-03-25

The MSTBU office has collected Non Ad Valorem Special Assessments using the Uniform Method of Collection (Tax Roll) as authorized by Florida Statute 197.3632. Utilization of this method has been favorably received by the property owners in so far as the assessment is incorporated with the annual tax bill.

Attachments:

Resolution
Exhibit A: Assessment Rolls
Exhibit B: Fl. Dept of Revenue DR408A
Notice of Intent
Affidavit of Publication



LEE COUNTY RESOLUTION NO. _____
(Certification of Special Assessment Rolls 2015-2016)

CERTIFICATION OF THE ASSESSMENT ROLLS FOR 2015-2016 FOR THE ANCHORAGE WAY MSBU; CHERRY BLUEBERRY SIU; CHERRY ESTATES O&M; COUNTRY ESTATES SLD; COUNTRY LAKES SLD; DEWBERRY LANE SIU; GASPARILLA ISLAND SIU; GOLDEN LAKE HEIGHTS SLD; OLD PELICAN BAY O&M; PINE LAKE SLD; RIVER FOREST STREETLIGHT UNIT O&M; SHELTERING PINES MOBILE HOME VILLAGE SIU; UNIVERSITY OVERLAY LANDSCAPING O&M; AIRPORT WOODS SEWER MSBU; BAL ISLE SEWER MSBU; BRIARCREST SEWER MSBU; CHARLEE ROAD MSBU; COTTAGE POINT WATER MSBU; COUNTRY TRIPLE CROWN WATER MSBU; DIPLOMAT PARKWAY MSBU; EMILY LANE WATER SEWER MSBU; HARBOR DRIVE ROAD PAVING MSBU; IONA SHORES MSBU; MCGREGOR ISLES CANAL CHANNEL DREDGING MSBU; MCGREGOR VILLAGE SEWER MSBU; OLD PELICAN BAY CHANNEL DREDGE MSBU; PINE ISLAND SHORE DREDGING MSBU; PINECREST RIVERVIEW ROAD MSBU; PORT CARLOS COVE CHANNEL DREDGING MSBU; RAINBOW FARMS MSBU; SAN CARLOS ISLAND DRAINAGE MSBU; SOUTH PEBBLE BROKEN ARROW ROAD MSBU; WESTERN ACRES ROAD PAVING MSBU; WHISKEY CREEK CANAL MSBU; AND CHERRY ESTATES PARKWAY ROAD IMPROVEMENT FOR COLLECTION BY THE LEE COUNTY TAX COLLECTOR PURSUANT TO THE UNIFORM METHOD OF COLLECTION FOR NON-AD VALOREM SPECIAL ASSESSMENTS UNDER SECTION 197.3632, FLORIDA STATUTES.

WHEREAS, the Board of County Commissioners of Lee County (Board) is the governing body in and for Lee County, Florida, a political subdivision of the state of Florida; and,

WHEREAS, pursuant to the provisions of Section 197.3632, Florida Statutes, the Board is required to certify annual special assessment rolls to the Lee County Tax Collector for collection of the annual assessments; and,

WHEREAS, it is the desire of the Board to adopt and certify the annual special assessment rolls attached hereto as Exhibit "A" to the Lee County Tax Collector for the collection of the annual assessments for the period from October 1, 2015, through and including September 30, 2016. The special assessments are to be collected by the Lee County Tax Collector pursuant to the Uniform Method for Collection of Non-Ad Valorem Special Assessments under Section 197.3632, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, THAT:

SECTION ONE

The annual special assessment rolls developed by the Lee County Property Appraiser pursuant to the following Lee County Resolutions are hereby officially adopted and certified to the Lee County Tax Collector for the collection of the annual special assessments pursuant to the Uniform Method of Collection for Non-Ad Valorem Special Assessments under Section 197.3632, Florida Statutes:

Anchorage Resolution 15-06-40,
Cherry Blueberry Resolution 15-06-41,
Cherry Estates O&M Resolution 15-06-42,
Country Estates Resolution 15-06-43,
Country Lakes Resolution 15-06-44,
Dewberry Lane Resolution 15-06-45,
Gasparilla Island SIU Resolution 15-06-46,
Golden Lake Resolution 15-06-47,
Old Pelican Bay O&M Resolution 15-06-48,
Pine Lake Resolution 15-06-49,
River Forest Resolution 15-06-50,
Sheltering Pines Resolution 15-06-51,
University Overlay O&M Resolution 15-06-52,
Airport Woods Sewer Resolution 12-08-24,
Bal Isle Resolution 04-04-52,
Briarcrest Resolution 07-06-40,
Charlee Road Resolution 05-04-52,
Cottage Point Resolution 04-06-45,
Country Triple Crown Resolution 04-06-26,
Diplomat Resolution 98-07-40,
Emily Lane Resolution 09-06-35,
Harbor Resolution 08-01-26,
Iona Shores Resolution 02-03-22,
McGregor Isles Resolution 10-04-42,
McGregor Village Resolution 10-05-15,
Old Pelican Bay Channel Dredge Resolution 14-03-12
Pine Island Resolution 11-05-08,
Pinecrest Resolution 00-02-55,
Port Carlos Cove Resolution 13-06-52,
Rainbow Resolution 02-03-21,
San Carlos Island Resolution 10-05-33,
South Pebble Resolution 98-04-13,
Western Acres Resolution 08-03-15,
Whiskey Creek Resolution 98-03-25,
Cherry Estates Parkway Resolution 15-05-16

The special assessment rolls are attached hereto as "Exhibit A."

SECTION TWO

The effective period for the collection of the special assessments pursuant to the certified assessment rolls will be from October 1, 2015, through and including September 30, 2016.

SECTION THREE

Certification is established by this Resolution and Florida Department of Revenue Form DR-408A (executed original attached hereto as Exhibit "B"), in accordance with Rule 12D-18.006, Florida Administrative Code.

SECTION FOUR

This Resolution will be effective immediately upon adoption by the Board. A copy of the Resolution will be provided by both electronic and U.S. Mail to the Property Appraiser, the Tax Collector and the Department of Revenue.

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____. The vote was as follows:

JOHN MANNING	_____
CECIL L PENDERGRASS	_____
LARRY KIKER	_____
BRIAN HAMMAN	_____
FRANK MANN	_____

DULY PASSED AND ADOPTED this 18th day of August, 2015.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM FOR THE RELIANCE
OF LEE COUNTY ONLY:

BY: _____
County Attorney's Office

Exhibit A: Special Assessment Rolls
Exhibit B: Form DR-408A

SA 201 Anchorage Way Intracoastal MSBU Assessment Roll

STRAP	SA Units	Rate	Assessment	Site Address	Legal Description
36-45-23-00-00010.0000	1	1000	\$ 1,000.00	15110 ANCHORAGE WAY FORT MYERS, FL 33908	PARL IN SEC 25 + 36 DESC IN OR 1177 PG 577 LESS
36-45-23-15-00000.0010	1	1000	\$ 1,000.00	15158 ANCHORAGE WAY FORT MYERS, FL 33908	THE SHALLOWS PB 32 PG 12 N 100 FT
36-45-23-15-00000.001A	1	1000	\$ 1,000.00	15162 ANCHORAGE WAY FORT MYERS, FL 33908	THE SHALLOWS PB 32 PG 12 S100 FT
36-45-23-15-00000.0020	1	1000	\$ 1,000.00	15152 ANCHORAGE WAY FORT MYERS, FL 33908	THE SHALLOWS LOT 2 PB 32 PG 12
36-45-23-15-00000.0030	1	1000	\$ 1,000.00	15148 ANCHORAGE WAY FORT MYERS, FL 33908	THE SHALLOWS LOT 3 PB 32 PG 12
36-45-23-15-00000.0040	1	1000	\$ 1,000.00	15144 ANCHORAGE WAY FORT MYERS, FL 33908	THE SHALLOWS LOT 4 PB 32 PG 12
36-45-23-15-00000.0050	1	1000	\$ 1,000.00	15140 ANCHORAGE WAY FORT MYERS, FL 33908	THE SHALLOWS PB 32 PG 12
36-45-23-15-00000.0060	1	1000	\$ 1,000.00	15136 ANCHORAGE WAY FORT MYERS, FL 33908	THE SHALLOWS LOT 6 PB 32 PG 12
36-45-23-15-00000.0070	1	1000	\$ 1,000.00	15132 ANCHORAGE WAY FORT MYERS, FL 33908	THE SHALLOWS LOT 7 PB 32 PG 12
36-45-23-15-00000.0080	1	1000	\$ 1,000.00	15128 ANCHORAGE WAY FORT MYERS, FL 33908	THE SHALLOWS PB 32 PG 12
36-45-23-15-00000.0100	1	1000	\$ 1,000.00	15120 ANCHORAGE WAY FORT MYERS, FL 33908	THE SHALLOWS PB 32 PG 12
36-45-23-27-00000.0010	1	1000	\$ 1,000.00	15251 INTRACOASTAL CT FORT MYERS, FL 33908	INTRACOASTAL HARBOUR PB 45 PG 36
36-45-23-27-00000.0030	1	1000	\$ 1,000.00	15211 INTRACOASTAL CT FORT MYERS, FL 33908	INTRACOASTAL HARBOUR PB 45 PG 36
36-45-23-27-00000.0040	1	1000	\$ 1,000.00	15191 INTRACOASTAL CT FORT MYERS, FL 33908	INTRACOASTAL HARBOUR PB 45 PG 36
36-45-23-27-00000.0050	1	1000	\$ 1,000.00	15171 INTRACOASTAL CT FORT MYERS, FL 33908	INTRACOASTAL HARBOUR PB 45 PG 36
36-45-23-27-00000.0060	1	1000	\$ 1,000.00	15151 INTRACOASTAL CT FORT MYERS, FL 33908	INTRACOASTAL HARBOUR PB 45 PG 36
36-45-23-27-00000.0070	1	1000	\$ 1,000.00	15131 INTRACOASTAL CT FORT MYERS, FL 33908	INTRACOASTAL HARBOUR PB 45 PG 36
36-45-23-27-00000.0080	1	1000	\$ 1,000.00	15111 INTRACOASTAL CT FORT MYERS, FL 33908	INTRACOASTAL HARBOUR PB 45 PG 37
36-45-23-27-00000.0090	1	1000	\$ 1,000.00	15091 INTRACOASTAL CT FORT MYERS, FL 33908	INTRACOASTAL HARBOUR PB 45 PG 37
36-45-23-27-00000.0100	1	1000	\$ 1,000.00	15071 INTRACOASTAL CT FORT MYERS, FL 33908	INTRACOASTAL HARBOUR PB 45 PG 37
36-45-23-27-00000.0110	1	1000	\$ 1,000.00	15051 INTRACOASTAL CT FORT MYERS, FL 33908	INTRACOASTAL HARBOUR PB 45 PG 37
36-45-23-27-00000.0120	1	1000	\$ 1,000.00	15031 INTRACOASTAL CT FORT MYERS, FL 33908	INTRACOASTAL HARBOUR PB 45 PG 37

22 \$ 22,000

SA132 CHERRY BLUEBERRY IMP UNIT MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Assessment	Site Address	Legal Description
02-46-22-18-0000B.0010	1	203.38	\$ 203.38	3686 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 5 LOT 1
02-46-22-18-0000B.0020	1	203.38	\$ 203.38	3702 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 5 LOT 2
02-46-22-18-0000B.0030	1	203.38	\$ 203.38	3712 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 5 LOT 3
02-46-22-18-0000B.0040	1	203.38	\$ 203.38	3722 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 5 LOT 4
02-46-22-18-0000B.0050	1	203.38	\$ 203.38	3732 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 5 LOT 5
02-46-22-18-0000B.0060	1	203.38	\$ 203.38	3742 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 5 LOT 6
02-46-22-18-0000B.0070	1	203.38	\$ 203.38	3752 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 4 LOT 7
02-46-22-18-0000B.0080	1	203.38	\$ 203.38	3762 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 4 LOT 8
02-46-22-18-0000B.0090	1	203.38	\$ 203.38	3772 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 4 LOT 9
02-46-22-18-0000B.0100	1	203.38	\$ 203.38	3782 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 4 LOT 10
02-46-22-18-0000B.0110	1	203.38	\$ 203.38	3792 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 4 LOT 11

02-46-22-18-0000B.0120	1	203.38	\$ 203.38	3802 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 4 LOT 12
02-46-22-18-0000B.0130	1	203.38	\$ 203.38	3812 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 4 LOT 13
02-46-22-18-0000B.0140	1	203.38	\$ 203.38	3822 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 4 LOT 14
02-46-22-18-0000B.015A	1	203.38	\$ 203.38	3832 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK.B OR 497 PG 4 LOT 15
02-46-22-18-0000B.0160	1	203.38	\$ 203.38	3842 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK.B OR 497 PG 5 LOT 16
02-46-22-18-0000B.0170	1	203.38	\$ 203.38	3852 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK.B OR 497 PG 5 LOT 17
02-46-22-18-0000B.0180	1	203.38	\$ 203.38	3862 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 5 LOT 18
02-46-22-18-0000B.0190	1	203.38	\$ 203.38	3872 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK B OR 497 PG 5 LOT 19
02-46-22-18-0000B.0200	1	203.38	\$ 203.38	3882 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 5 LOT 20
02-46-22-18-0000B.0210	1	203.38	\$ 203.38	3892 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK.B OR 497 PG 4 LOT 21
02-46-22-18-0000B.0220	1	203.38	\$ 203.38	3902 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 4 LOT 22

02-46-22-18-0000B.0230	1	203.38	\$ 203.38	3912 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 4 LOT 23
02-46-22-18-0000B.0240	1	203.38	\$ 203.38	3922 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK.B OR 497 PG 4 LOT 24
02-46-22-18-0000B.0250	1	203.38	\$ 203.38	3932 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 4 LOT 25
02-46-22-18-0000B.0260	2	406.76	\$ 406.76	3952 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 4 LOT 26 + 27
02-46-22-18-0000B.0280	2	406.76	\$ 406.76	3962 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 4 LOTS 28 + 29
02-46-22-18-0000B.0300	1	203.38	\$ 203.38	3967 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 4 LOT 30
02-46-22-18-0000B.0310	1	203.38	\$ 203.38	3957 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK.B OR 497 PG 4 LOT 31
02-46-22-18-0000B.0320	1	203.38	\$ 203.38	3937 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK.B OR 497 PG 4 LOT 32
02-46-22-18-0000B.0330	1	203.38	\$ 203.38	3923 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK.B OR 497 PG 4 LOT 33
02-46-22-18-0000B.0340	1	203.38	\$ 203.38	3913 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 4 LOT 34
02-46-22-18-0000B.0350	1	203.38	\$ 203.38	3903 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK B OR 497 PG 4 LOT 35

02-46-22-18-0000B.0360	1	203.38	\$ 203.38	3893 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK.B OR 497 PG 4 LOT 36
02-46-22-18-0000B.0370	1	203.38	\$ 203.38	3883 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK B OR 497 PG 4 LOT 37
02-46-22-18-0000B.0380	1	203.38	\$ 203.38	3873 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK B OR 497 PG 4 LOT 38
02-46-22-18-0000B.0390	1	203.38	\$ 203.38	3863 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK.B OR 497 PG 5 LOT 39
02-46-22-18-0000B.0400	1	203.38	\$ 203.38	3853 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 5 LOT 40
02-46-22-18-0000B.0410	1	203.38	\$ 203.38	3843 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 5 LOT 41
02-46-22-18-0000B.0420	1	203.38	\$ 203.38	3833 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK B OR 497 PG 5 LOT 42
02-46-22-18-0000B.0430	1	203.38	\$ 203.38	3823 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK B OR 497 PG 5 LOT 43
02-46-22-18-0000B.0440	1	203.38	\$ 203.38	3813 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK B OR 497 PG 4 LOT 44
02-46-22-18-0000B.0450	1	203.38	\$ 203.38	3803 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK B OR 497 PG 4 LOT 45
02-46-22-18-0000B.0460	1	203.38	\$ 203.38	3793 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK.B OR 497 PG 4 LOT 46

02-46-22-18-0000B.0470	1	203.38	\$ 203.38	3783 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK.B OR 497 PG 4 LOT 47
02-46-22-18-0000B.0480	1	203.38	\$ 203.38	3773 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 4 LOT 48
02-46-22-18-0000B.0490	1	203.38	\$ 203.38	3763 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC OR 497 PG 4 LOT 49
02-46-22-18-0000B.0500	1	203.38	\$ 203.38	3753 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK.B OR 497 PG 4 LOT 50
02-46-22-18-0000B.0510	1	203.38	\$ 203.38	3743 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK.B OR 497 PG 4 LOT 51
02-46-22-18-0000B.0520	1	203.38	\$ 203.38	3733 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK.B OR 497 PG 4 LOT 52
02-46-22-18-0000B.0530	1	203.38	\$ 203.38	3723 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK.B OR 497 PG 5 LOT 53
02-46-22-18-0000B.0540	1	203.38	\$ 203.38	3713 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK.B OR 497 PG 5 LOT 54
02-46-22-18-0000B.0550	1	203.38	\$ 203.38	3707 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 5 LOT 55
02-46-22-18-0000B.0560	1	203.38	\$ 203.38	3701 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK B UNREC BLK B OR 497 PG 5 LOT 56
02-46-22-18-0000B.0570	1	203.38	\$ 203.38	3699 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK.B OR 497 PG 5 LOT 57

02-46-22-18-0000B.0580	1	203.38	\$ 203.38	3695 CHERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK.B UNREC BLK.B OR 497 PG 5 LOT 58
02-46-22-19-00000.0010	1	203.38	\$ 203.38	3666 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PB 462 LOT 1
02-46-22-19-00000.0020	1	203.38	\$ 203.38	3680 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 2
02-46-22-19-00000.0030	1	203.38	\$ 203.38	3698 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 3
02-46-22-19-00000.0040	1	203.38	\$ 203.38	3702 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 4 LESS R/W
02-46-22-19-00000.0050	1	203.38	\$ 203.38	3712 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC DESC OR 576 PG 462 LOT 5 LESS R/W
02-46-22-19-00000.0060	1	203.38	\$ 203.38	3722 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY EST BLK C UNREC OR 576 PG 462 LOT 6
02-46-22-19-00000.0070	1	203.38	\$ 203.38	3732 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY EST BLK C UNREC OR 576 PG 462 LOT 7
02-46-22-19-00000.0080	1	203.38	\$ 203.38	3742 BLUEBERRY LN SAINT JAMES CITY, FL 33956	OR 576 PG 462 LOT 8 LESS R/W
02-46-22-19-00000.0090	1	203.38	\$ 203.38	3752 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY EST BLK C UNREC OR 576 PG 462 LOT 9
02-46-22-19-00000.0100	1	203.38	\$ 203.38	3762 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 10

02-46-22-19-00000.0110	1	203.38	\$ 203.38	3772 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 11
02-46-22-19-00000.0120	1	203.38	\$ 203.38	3782 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 12
02-46-22-19-00000.0130	1	203.38	\$ 203.38	3792 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK C OR 576 PG 462 LOT 13
02-46-22-19-00000.0140	1	203.38	\$ 203.38	3802 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 14
02-46-22-19-00000.0150	1	203.38	\$ 203.38	3812 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576/462 LOT 15
02-46-22-19-00000.0160	1	203.38	\$ 203.38	3822 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK C OR 576 PG 460 LOT 16
02-46-22-19-00000.0170	1	203.38	\$ 203.38	3832 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK C OR 576 PG 460 LOT 17
02-46-22-19-00000.0180	1	203.38	\$ 203.38	3842 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 18
02-46-22-19-00000.0190	1	203.38	\$ 203.38	3852 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 19
02-46-22-19-00000.0200	1	203.38	\$ 203.38	3862 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 20
02-46-22-19-00000.0210	1.5	305.07	\$ 305.07	3872 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES U/R DESC OR 576 PG 462 BLK C LOT 21 + E 1/2 LOT 22

02-46-22-19-00000.0230	1.5	305.07	\$ 305.07	3892 BLUEBERRY LN SAINT JAMES CITY, FL 33956	BLK C LOT 23 + W 1/2 LOT 22
02-46-22-19-00000.0240	1	203.38	\$ 203.38	3902 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 24 LESS R/W + LESS OR 4655/4615
02-46-22-19-00000.0250	1	203.38	\$ 203.38	3912 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK C OR 576 PG 462 LOT 25
02-46-22-19-00000.0260	1	203.38	\$ 203.38	3922 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 26
02-46-22-19-00000.0270	2.5	508.45	\$ 508.45	3938 BLUEBERRY LN SAINT JAMES CITY, FL 33956	PG 462 LOT 27 + 28 + PT LT 29 PER OR 1509 PG 0825 LESS R/W
02-46-22-19-00000.0290	1.5	305.07	\$ 305.07	3952 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT PT OF LOT 29 + LOT 30
02-46-22-19-00000.0310	1	203.38	\$ 203.38	3972 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY EST BLK C UNREC OR 576 PG 462 LOT 31
02-46-22-19-00000.0320	1	203.38	\$ 203.38	3971 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY EST BLK C UNREC OR 576 PG 462 LOT 32
02-46-22-19-00000.0330	1	203.38	\$ 203.38	3961 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 33
02-46-22-19-00000.0340	1	203.38	\$ 203.38	3941 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY EST BLK C UNREC OR 576 PG 462 LOT 34
02-46-22-19-00000.0350	1	203.38	\$ 203.38	3931 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK C OR 576 PG 462 LOT 35

02-46-22-19-00000.0360	1	203.38	\$ 203.38	3921 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 36
02-46-22-19-00000.0370	1	305.07	\$ 305.07	3911 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 37
02-46-22-19-00000.0380	1.5	305.07	\$ 305.07	3901 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 38 + NWLY 1/2 LOT 39
02-46-22-19-00000.0390	1.5	203.38	\$ 203.38	3891 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 E 1/2 LOT 39 + LOT 40
02-46-22-19-00000.0410	1	203.38	\$ 203.38	3871 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY EST BLK C UNREC OR 576 PG 462 LOT 41
02-46-22-19-00000.0420	1	203.38	\$ 203.38	3861 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 42
02-46-22-19-00000.0430	1	203.38	\$ 203.38	3853 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 43
02-46-22-19-00000.0440	1	203.38	\$ 203.38	3841 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 44
02-46-22-19-00000.0450	1	203.38	\$ 203.38	3831 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 45
02-46-22-19-00000.0460	1	203.38	\$ 203.38	3821 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 46
02-46-22-19-00000.0470	1	203.38	\$ 203.38	3811 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 47

02-46-22-19-00000.0480	1	203.38	\$ 203.38	3801 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 48
02-46-22-19-00000.0490	1	203.38	\$ 203.38	3791 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 579 PG 462 LOT 49
02-46-22-19-00000.0500	1	203.38	\$ 203.38	3781 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 50
02-46-22-19-00000.0510	1	203.38	\$ 203.38	3771 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 51
02-46-22-19-00000.0520	1	203.38	\$ 203.38	3761 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 52
02-46-22-19-00000.0530	1	203.38	\$ 203.38	3751 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 53
02-46-22-19-00000.0540	1	203.38	\$ 203.38	3741 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 54
02-46-22-19-00000.0550	1	203.38	\$ 203.38	3731 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 55
02-46-22-19-00000.0560	1	203.38	\$ 203.38	3721 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 56
02-46-22-19-00000.0570	1	203.38	\$ 203.38	3711 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 57
02-46-22-19-00000.0580	1	203.38	\$ 203.38	3701 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 58 LESS N 12.5 FT FOR R/W PER INST 2006 115930

02-46-22-19-00000.0590	1	203.38	\$ 203.38	3693 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 59
02-46-22-19-00000.0600	1	203.38	\$ 203.38	3687 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 60
02-46-22-19-00000.0610	1	203.38	\$ 203.38	3681 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 61 + W 7.5 FT OF LT 62
02-46-22-19-00000.0620	1	203.38	\$ 203.38	3671 BLUEBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES BLK C UNREC OR 576 PG 462 LOT 62 LESS W 7.5 FT

120 \$ 24,406

SA133 COUNTRY ESTATES LIGHTING UNIT MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Assessment	Site Address	Legal Description
02-44-25-09-00000.0010	1	41.38	\$ 41.38	1754 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 1
02-44-25-09-00000.0020	1	41.38	\$ 41.38	1762 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 2
02-44-25-09-00000.0030	1	41.38	\$ 41.38	1770 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 3
02-44-25-09-00000.0040	1	41.38	\$ 41.38	1778 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 4
02-44-25-09-00000.0050	1	41.38	\$ 41.38	1786 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 5
02-44-25-09-00000.0060	1	41.38	\$ 41.38	1794 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 6
02-44-25-09-00000.0070	1	41.38	\$ 41.38	1802 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 7
02-44-25-09-00000.0080	1	41.38	\$ 41.38	1810 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 8
02-44-25-09-00000.0090	1	41.38	\$ 41.38	1818 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 9
02-44-25-09-00000.0100	1	41.38	\$ 41.38	1826 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 10
02-44-25-09-00000.0110	1	41.38	\$ 41.38	4557 AMANDA LN FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 11
02-44-25-09-00000.0120	1	41.38	\$ 41.38	1852 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 12

02-44-25-09-00000.0130	1	41.38	\$ 41.38	1853 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 13
02-44-25-09-00000.0140	1	41.38	\$ 41.38	4537 AMANDA LN FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 14
02-44-25-09-00000.0150	1	41.38	\$ 41.38	4538 AMANDA LN FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 15
02-44-25-09-00000.0160	1	41.38	\$ 41.38	1819 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 16
02-44-25-09-00000.0170	1	41.38	\$ 41.38	1811 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 17
02-44-25-09-00000.0180	1	41.38	\$ 41.38	1803 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 18
02-44-25-09-00000.0190	1	41.38	\$ 41.38	1795 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 19
02-44-25-09-00000.0200	1	41.38	\$ 41.38	1787 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 20
02-44-25-09-00000.0210	1	41.38	\$ 41.38	1779 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 21
02-44-25-09-00000.0220	1	41.38	\$ 41.38	1771 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 22
02-44-25-09-00000.0230	1	41.38	\$ 41.38	1763 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 23
02-44-25-09-00000.0240	1	41.38	\$ 41.38	1755 SETTLER DR FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 24

02-44-25-09-00000.0250	1	41.38	\$ 41.38	1754 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 25
02-44-25-09-00000.0260	1	41.38	\$ 41.38	1762 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 26
02-44-25-09-00000.0270	1	41.38	\$ 41.38	1770 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 27
02-44-25-09-00000.0280	1	41.38	\$ 41.38	1778 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 28
02-44-25-09-00000.0290	1	41.38	\$ 41.38	1786 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 29
02-44-25-09-00000.0300	1	41.38	\$ 41.38	1794 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 30
02-44-25-09-00000.0310	1	41.38	\$ 41.38	1802 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 31
02-44-25-09-00000.0320	1	41.38	\$ 41.38	1810 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 32
02-44-25-09-00000.0330	1	41.38	\$ 41.38	1818 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 33
02-44-25-09-00000.0340	1	41.38	\$ 41.38	4528 AMANDA LN FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 34
02-44-25-09-00000.0350	1	41.38	\$ 41.38	4527 AMANDA LN FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 35
02-44-25-09-00000.0360	1	41.38	\$ 41.38	1852 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 36

02-44-25-09-00000.0370	1	41.38	\$ 41.38	1853 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 37
02-44-25-09-00000.0380	1	41.38	\$ 41.38	1849 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 38
02-44-25-09-00000.0390	1	41.38	\$ 41.38	1827 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 39
02-44-25-09-00000.0400	1	41.38	\$ 41.38	1819 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 40
02-44-25-09-00000.0410	1	41.38	\$ 41.38	1811 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 41
02-44-25-09-00000.0420	1	41.38	\$ 41.38	1803 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 42 LES W 40 FT
02-44-25-09-00000.0430	1	41.38	\$ 41.38	1795 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 43
02-44-25-09-00000.0440	1	41.38	\$ 41.38	1787 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 44
02-44-25-09-00000.0450	1	41.38	\$ 41.38	1779 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 45
02-44-25-09-00000.0460	1	41.38	\$ 41.38	1771 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 46
02-44-25-09-00000.0470	1	41.38	\$ 41.38	1763 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 47
02-44-25-09-00000.0480	1	41.38	\$ 41.38	1755 BRICKROAD CT FORT MYERS, FL 33905	COUNTRY ESTATES UNIT 3 PB 29 PG 104 LOT 48

48

\$ 1,986

SA134 COUNTRY LAKES STREET LIGHTING UNIT MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Assessment	Site Address	Legal Description
10-44-25-04-00000.0010	1	59.54	\$ 59.54	5268 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 1
10-44-25-04-00000.0020	1	59.54	\$ 59.54	5276 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 2
10-44-25-04-00000.0030	1	59.54	\$ 59.54	5284 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 3
10-44-25-04-00000.0040	1	59.54	\$ 59.54	5292 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 4
10-44-25-04-00000.0050	1	59.54	\$ 59.54	5300 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 5
10-44-25-04-00000.0060	1	59.54	\$ 59.54	5308 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 6
10-44-25-04-00000.0070	1	59.54	\$ 59.54	5316 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 7
10-44-25-04-00000.0080	1	59.54	\$ 59.54	5324 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 8
10-44-25-04-00000.0090	1	59.54	\$ 59.54	5332 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 9
10-44-25-04-00000.0100	1	59.54	\$ 59.54	5340 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 10
10-44-25-04-00000.0110	1	59.54	\$ 59.54	5348 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 11

10-44-25-04-00000.0120	1	59.54	\$	59.54	5356 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 12
10-44-25-04-00000.0130	1	59.54	\$	59.54	5362 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 13
10-44-25-04-00000.0140	1	59.54	\$	59.54	5370 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 14
10-44-25-04-00000.0150	1	59.54	\$	59.54	5378 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 15
10-44-25-04-00000.0160	1	59.54	\$	59.54	5386 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 16
10-44-25-04-00000.0170	1	59.54	\$	59.54	5392 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 17
10-44-25-04-00000.0180	1	59.54	\$	59.54	5400 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 18
10-44-25-04-00000.0190	1	59.54	\$	59.54	5408 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 19
10-44-25-04-00000.0200	1	59.54	\$	59.54	5416 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 20
10-44-25-04-00000.0210	1	59.54	\$	59.54	5424 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 21
10-44-25-04-00000.0220	1	59.54	\$	59.54	5432 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 22

10-44-25-04-00000.0230	1	59.54	\$	59.54	5440 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 23
10-44-25-04-00000.0240	1	59.54	\$	59.54	5448 COUNTRYFIELD CIR FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 24
10-44-25-04-00000.0260	2	119.08	\$	59.54	5456 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOTS 26 + 25
10-44-25-04-00000.0270	1	59.54	\$	59.54	5448 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 27
10-44-25-04-00000.0280	1	59.54	\$	59.54	5440 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 28
10-44-25-04-00000.0290	1	59.54	\$	59.54	5432 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 29
10-44-25-04-00000.0300	1	59.54	\$	59.54	5426 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 30
10-44-25-04-00000.0310	1	59.54	\$	59.54	5418 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 31
10-44-25-04-00000.0320	1	59.54	\$	59.54	5410 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 32
10-44-25-04-00000.0330	1	59.54	\$	59.54	5402 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 33
10-44-25-04-00000.0340	1	59.54	\$	59.54	5394 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 34

10-44-25-04-00000.0350	1	59.54	\$	59.54	5386 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 35
10-44-25-04-00000.0360	1	59.54	\$	59.54	5378 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 36
10-44-25-04-00000.0370	1	59.54	\$	59.54	5370 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 37
10-44-25-04-00000.0380	1	59.54	\$	59.54	5362 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 38
10-44-25-04-00000.0390	1	59.54	\$	59.54	5354 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 39
10-44-25-04-00000.0400	1	59.54	\$	59.54	5346 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 40
10-44-25-04-00000.0410	1	59.54	\$	59.54	5338 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 41
10-44-25-04-00000.0420	1	59.54	\$	59.54	5330 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 42
10-44-25-04-00000.0430	1	59.54	\$	59.54	5322 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 43
10-44-25-04-00000.0440	1	59.54	\$	59.54	5314 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 44
10-44-25-04-00000.0450	1	59.54	\$	59.54	5311 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 45

10-44-25-04-00000.0460	1	59.54	\$	59.54	5319 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 46
10-44-25-04-00000.0470	1	59.54	\$	59.54	5327 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 47
10-44-25-04-00000.0480	1	59.54	\$	59.54	5335 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 48
10-44-25-04-00000.0490	1	59.54	\$	59.54	5343 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 49
10-44-25-04-00000.0500	1	59.54	\$	59.54	5351 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 50
10-44-25-04-00000.0510	1	59.54	\$	59.54	5359 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 51
10-44-25-04-00000.0520	1	59.54	\$	59.54	5367 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 52
10-44-25-04-00000.0530	1	59.54	\$	59.54	5375 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 53
10-44-25-04-00000.0540	1	59.54	\$	59.54	5383 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 54
10-44-25-04-00000.0550	1	59.54	\$	59.54	5391 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 55
10-44-25-04-00000.0560	1	59.54	\$	59.54	5399 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 56

10-44-25-04-00000.0570	1	59.54	\$	59.54	5407 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 57
10-44-25-04-00000.0580	1	59.54	\$	59.54	5415 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 58
10-44-25-04-00000.0590	1	59.54	\$	59.54	5423 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 59
10-44-25-04-00000.0600	1	59.54	\$	59.54	5431 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 60
10-44-25-04-00000.0610	2	119.08	\$	119.08	5439 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOTS 61 + 62
10-44-25-04-00000.0630	1	59.54	\$	59.54	5455 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 63
10-44-25-04-00000.0640	1	59.54	\$	59.54	5467 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 64
10-44-25-04-00000.0650	1	59.54	\$	59.54	5475 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 65
10-44-25-04-00000.0660	1	59.54	\$	59.54	5483 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 66
10-44-25-04-00000.0670	1	59.54	\$	59.54	5491 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 67
10-44-25-04-00000.0680	1	59.54	\$	59.54	5515 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 68

10-44-25-04-00000.0690	1	59.54	\$	59.54	5499 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 69
10-44-25-04-00000.0700	1	59.54	\$	59.54	5507 COUNTRYDALE CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 70
10-44-25-04-00000.0710	1	59.54	\$	59.54	9962 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 71
10-44-25-04-00000.0720	1	59.54	\$	59.54	9958 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 72
10-44-25-04-00000.0730	1	59.54	\$	59.54	9950 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 73
10-44-25-04-00000.0740	1	59.54	\$	59.54	9942 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 74
10-44-25-04-00000.0750	1	59.54	\$	59.54	9934 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 75
10-44-25-04-00000.0760	1	59.54	\$	59.54	9926 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 76
10-44-25-04-00000.0770	1	59.54	\$	59.54	9918 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 77
10-44-25-04-00000.0780	1	59.54	\$	59.54	9910 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 78
10-44-25-04-00000.0790	1	59.54	\$	59.54	9902 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 79

10-44-25-04-00000.0800	1	59.54	\$	59.54	9894 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 80
10-44-25-04-00000.0810	1	59.54	\$	59.54	9886 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 81
10-44-25-04-00000.0820	1	59.54	\$	59.54	9878 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 82
10-44-25-04-00000.0830	1	59.54	\$	59.54	9870 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 83
10-44-25-04-00000.0840	1	59.54	\$	59.54	9862 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 84
10-44-25-04-00000.0850	1	59.54	\$	59.54	9854 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 85
10-44-25-04-00000.0860	1	59.54	\$	59.54	9846 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 86
10-44-25-04-00000.0870	1	59.54	\$	59.54	9838 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 87
10-44-25-04-00000.0880	1	59.54	\$	59.54	9830 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 88
10-44-25-04-00000.0890	1	59.54	\$	59.54	9822 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 89
10-44-25-04-00000.0900	1	59.54	\$	59.54	9814 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 90

10-44-25-04-00000.0910	1	59.54	\$ 59.54	9825 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 91
10-44-25-04-00000.0920	1	59.54	\$ 59.54	9817 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 92
10-44-25-04-00000.0930	1	59.54	\$ 59.54	9841 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 93
10-44-25-04-00000.0940	1	59.54	\$ 59.54	9833 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 94
10-44-25-04-00000.0950	1	59.54	\$ 59.54	9857 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 95
10-44-25-04-00000.0960	1	59.54	\$ 59.54	9849 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 96
10-44-25-04-00000.0970	1	59.54	\$ 59.54	9873 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 97
10-44-25-04-00000.0980	1	59.54	\$ 59.54	9865 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 98
10-44-25-04-00000.0990	1	59.54	\$ 59.54	9864 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 99
10-44-25-04-00000.1000	1	59.54	\$ 59.54	9872 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 100
10-44-25-04-00000.1010	1	59.54	\$ 59.54	9848 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 101

10-44-25-04-00000.1020	1	59.54	\$	59.54	9856 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 102
10-44-25-04-00000.1030	1	59.54	\$	59.54	9832 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 103
10-44-25-04-00000.1040	1	59.54	\$	59.54	9840 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 104
10-44-25-04-00000.1050	1	59.54	\$	59.54	9816 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 105
10-44-25-04-00000.1060	1	59.54	\$	59.54	9824 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES S/D UNIT 1 PB 36 PG 13 LOT 106
10-44-25-12-00000.1070	2	119.08	\$	119.08	9808 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 107
10-44-25-12-00000.1080	2	119.08	\$	119.08	9802 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 108
10-44-25-12-00000.1090	2	119.08	\$	119.08	9796 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 109
10-44-25-12-00000.1100	2	119.08	\$	119.08	9790 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 110
10-44-25-12-00000.1110	3	178.62	\$	178.62	9778 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 111

10-44-25-12-00000.1120	3	178.62	\$ 178.62	9760 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 112
10-44-25-12-00000.1130	2	119.08	\$ 119.08	9777 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 113
10-44-25-12-00000.1140	2	119.08	\$ 119.08	9783 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 114
10-44-25-12-00000.1150	2	119.08	\$ 119.08	9789 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 115
10-44-25-12-00000.1160	2	119.08	\$ 119.08	9795 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 116
10-44-25-12-00000.1170	2	119.08	\$ 119.08	9801 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 117
10-44-25-12-00000.1180	2	119.08	\$ 119.08	9809 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 118
10-44-25-12-00000.1190	2	119.08	\$ 119.08	9802 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 119
10-44-25-12-00000.1200	2	119.08	\$ 119.08	9796 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 120

10-44-25-12-00000.1210	2	119.08	\$ 119.08	9790 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 121
10-44-25-12-00000.1220	2	119.08	\$ 119.08	9784 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 122
10-44-25-12-00000.1230	4	238.16	\$ 238.16	9778 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOTS 123 + 124
10-44-25-12-00000.1250	2	119.08	\$ 119.08	9766 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 125
10-44-25-12-00000.1260	2	119.08	\$ 119.08	9761 CREEKWOOD LN FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 126
10-44-25-12-00000.1270	2	119.08	\$ 119.08	9748 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 127
10-44-25-12-00000.1280	1.5	89.31	\$ 89.31	9740 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 128
10-44-25-12-00000.1300	2	119.08	\$ 119.08	9737 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 130
10-44-25-12-00000.1310	2	119.08	\$ 119.08	9743 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 131

10-44-25-12-00000.1320	2	119.08	\$ 119.08	9749 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 132
10-44-25-12-00000.1330	2	119.08	\$ 119.08	9755 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 133
10-44-25-12-00000.1340	2	119.08	\$ 119.08	9761 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 134
10-44-25-12-00000.1350	2	119.08	\$ 119.08	9767 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 135
10-44-25-12-00000.1360	2	119.08	\$ 119.08	9773 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 136
10-44-25-12-00000.1370	2	119.08	\$ 119.08	9779 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 137
10-44-25-12-00000.1380	2	119.08	\$ 119.08	9785 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 138
10-44-25-12-00000.1390	3	178.62	\$ 178.62	9791 CATTAIL CT FORT MYERS, FL 33905	COUNTRY LAKES UNIT 2 DESC IN INST#2005- 57461 LOT 139

172.5 \$ 10,211

SA202 DEWBERRY LANE SPECIAL IMP UNIT MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Assessment	Site Address	Legal Description
02-46-22-20-0000D.0040	1	101.7	\$ 101.70	2831 YORK RD SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 PT OF LOT 4 DESC OR 1806 PG 491 LESS R/W OR 4605/669
02-46-22-20-0000D.0050	1	101.7	\$ 101.70	3653 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 5 LESS 18 SQ FT M/L AT + LESS R/W OR 4547/71
02-46-22-20-0000D.0060	1	101.7	\$ 101.70	3663 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 6 LESS NLY 12.5 FT PER INST #2005-480
02-46-22-20-0000D.0070	1	101.7	\$ 101.70	3673 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 7 LESS R/W OR 4547/72
02-46-22-20-0000D.0080	1	101.7	\$ 101.70	3683 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 8 LESS R/W OR 4556/261
02-46-22-20-0000D.0090	1	101.7	\$ 101.70	3693 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 9 LESS R/W OR 4518/4564
02-46-22-20-0000D.0100	1	101.7	\$ 101.70	3703 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 10 LESS R/W OR 4518/4565
02-46-22-20-0000D.0110	1	101.7	\$ 101.70	3713 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 11 LESS R/W OR 4556/262
02-46-22-20-0000D.0120	1	101.7	\$ 101.70	3723 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 12 LESS R/W OR 4518/4566
02-46-22-20-0000D.0130	1	101.7	\$ 101.70	3733 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 13 LESS R/W OR 4518/4567

02-46-22-20-0000D.0140	1	101.7	\$ 101.70	3743 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 14 LESS R/W OR 4605/672
02-46-22-20-0000D.0150	1	101.7	\$ 101.70	3753 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 15 LESS R/W OR 4528/1709
02-46-22-20-0000D.0160	1	101.7	\$ 101.70	3763 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 16 LESS R/W OR 4547/73
02-46-22-20-0000D.0170	1	101.7	\$ 101.70	3773 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 17 LESS R/W OR 4643/1149
02-46-22-20-0000D.0180	1	101.7	\$ 101.70	3783 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 18 LESS R/W OR 4547/75
02-46-22-20-0000D.0190	1	101.7	\$ 101.70	3793 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 19 LESS R/W OR 4518/4568
02-46-22-20-0000D.0200	1	101.7	\$ 101.70	3803 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 20 LESS R/W OR 4528/1710
02-46-22-20-0000D.0210	1	101.7	\$ 101.70	3813 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 21 LESS R/W INST#2013000082085
02-46-22-20-0000D.0220	1	101.7	\$ 101.70	3823 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 22 LESS R/W OR 4605/673
02-46-22-20-0000D.0230	1	101.7	\$ 101.70	3833 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 23 LESS R/W OR 4528/1712
02-46-22-20-0000D.0240	1	101.7	\$ 101.70	3843 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 24 LESS R/W OR 4560/1066
02-46-22-20-0000D.0250	1	101.7	\$ 101.70	3853 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 25 LESS NLY 12.5 FT PER INST #2005-479

02-46-22-20-0000D.0260	1	101.7	\$ 101.70	3863 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 26 LESS R/W OR 4547/76
02-46-22-20-0000D.0270	1	101.7	\$ 101.70	3873 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 27 LESS R/W OR 4547/77
02-46-22-20-0000D.0280	1	101.7	\$ 101.70	3883 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 28 LESS R/W OR 4518/4569
02-46-22-20-0000D.0290	1	101.7	\$ 101.70	3893 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 29 LESS R/W OR 4547/78
02-46-22-20-0000D.0300	1	101.7	\$ 101.70	3903 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 30 LESS R/W OR 4547/80
02-46-22-20-0000D.0310	1	101.7	\$ 101.70	3913 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 31 LESS R/W OR 4518/4570
02-46-22-20-0000D.0320	1	101.7	\$ 101.70	3923 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 32 LESS R/W OR 4713/4476
02-46-22-20-0000D.0330	1	101.7	\$ 101.70	3933 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 33 LESS R/W OR 4547/81
02-46-22-20-0000D.0340	1	101.7	\$ 101.70	3943 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 34 LESS R/W OR 4643/1147
02-46-22-20-0000D.0350	1	101.7	\$ 101.70	3953 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 35 LESS R/W OR 4643/1150
02-46-22-20-0000D.0360	1	101.7	\$ 101.70	3963 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 36
02-46-22-20-0000D.0370	1	101.7	\$ 101.70	3970 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 37

02-46-22-20-0000D.0380	1	101.7	\$ 101.70	3966 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 38 LESS R/W OR 4643/1153
02-46-22-20-0000D.0390	1	101.7	\$ 101.70	3954 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 39 LESS RD R/W IN INST#2010000061253
02-46-22-20-0000D.0400	1	101.7	\$ 101.70	3944 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 40 LESS R/W OR 4643/1156
02-46-22-20-0000D.0410	1	101.7	\$ 101.70	3934 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 41 LESS R/W OR 4605/674
02-46-22-20-0000D.0420	1	101.7	\$ 101.70	3924 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 42 LESS R/W OR 4518/4571
02-46-22-20-0000D.0430	1	101.7	\$ 101.70	3914 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 43 LESS R/W OR 4547/85
02-46-22-20-0000D.0440	1	101.7	\$ 101.70	3904 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 44 LESS R/W OR 4556/264
02-46-22-20-0000D.0450	1	101.7	\$ 101.70	3894 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 45 LESS R/W OR 4556/265
02-46-22-20-0000D.0460	1	101.7	\$ 101.70	3874 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 47 LESS R/W OR 4556/266
02-46-22-20-0000D.046A	1	101.7	\$ 101.70	3884 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 46 LESS R/W OR 4556/266
02-46-22-20-0000D.0480	1	101.7	\$ 101.70	3864 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 48 LESS ROW OR 4713 PG 4473
02-46-22-20-0000D.0490	1	101.7	\$ 101.70	3854 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 49 LESS R/W OR 4528/1713

02-46-22-20-0000D.0500	1	101.7	\$ 101.70	3844 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 50 LESS PORT DESC IN INST #2011000173400
02-46-22-20-0000D.0510	1	101.7	\$ 101.70	3834 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 51 LESS R/W OR 4518/4572
02-46-22-20-0000D.0520	1	101.7	\$ 101.70	3824 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 52 LESS R/W OR 4528/1714
02-46-22-20-0000D.0530	1	101.7	\$ 101.70	3814 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 53 LESS R/W OR 4518/4573
02-46-22-20-0000D.0540	1	101.7	\$ 101.70	3804 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 54 LESS R/W OR 4556/267
02-46-22-20-0000D.0550	1	101.7	\$ 101.70	3794 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 55 LESS R/W OR 4556/268
02-46-22-20-0000D.0560	1	101.7	\$ 101.70	3784 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 56 LESS R/W OR 4528/1715
02-46-22-20-0000D.0570	1	101.7	\$ 101.70	3774 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 57 LESS R/W OR 4605/676
02-46-22-20-0000D.0580	1	101.7	\$ 101.70	3764 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 58 LESS R/W OR 4556/269
02-46-22-20-0000D.0590	1	101.7	\$ 101.70	3754 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 59 LESS R/W OR 4605/678
02-46-22-20-0000D.0600	1	101.7	\$ 101.70	3744 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 60 LESS R/W OR 4713/4475
02-46-22-20-0000D.0610	1	101.7	\$ 101.70	3734 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 61 LESS R/W OR 4556/270

02-46-22-20-0000D.0620	1	101.7	\$ 101.70	3724 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 62 LESS R/W OR 4713/4474
02-46-22-20-0000D.0630	1	101.7	\$ 101.70	3714 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 63 LESS R/W OR 4528/1716
02-46-22-20-0000D.0640	1	101.7	\$ 101.70	3704 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 64 LESS SLY 12.5 FT PER INST 2005-2864
02-46-22-20-0000D.0650	1	101.7	\$ 101.70	3694 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 65 LESS SLY 12.5 FT IN INST#2010000125967
02-46-22-20-0000D.0660	1	101.7	\$ 101.70	3684 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 66 LESS R/W OR 4528/1717
02-46-22-20-0000D.0670	1	101.7	\$ 101.70	3674 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 67 LESS R/W OR 4528/1718
02-46-22-20-0000D.0680	1	101.7	\$ 101.70	3664 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 68 LESS R/W OR 4556/271
02-46-22-20-0000D.0690	1	101.7	\$ 101.70	3654 DEWBERRY LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 69 LESS R/W OR 4643/1159
02-46-22-20-0000D.0700	1	101.7	\$ 101.70	2841 YORK RD SAINT JAMES CITY, FL 33956	CHERRY ESTATES UNREC BLK D OR 687 PG 853 LOT 70 LESS R/W OR 4643/1160

67 \$ 6,814

SA307 GASPARILLA ISLAND MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Assessment	Site Address	Legal Description
02-43-20-02-00000.0010	15.64	0.0582	\$ 0.91	5040 GROUPE R HOLE CT BOCA GRANDE, FL 33921	EAST SHORE ACRES PB34PG127 127 LOT 1
02-43-20-02-00000.0020	1687.03	0.0582	\$ 98.19	5030 GROUPE R HOLE CT BOCA GRANDE, FL 33921	EAST SHORE ACRES PB 34 PG 127 LOT 2
02-43-20-02-00000.0030	814.43	0.0582	\$ 47.40	5020 GROUPE R HOLE CT BOCA GRANDE, FL 33921	EAST SHORE ACRES PB 34 PG 127 LOT 3
02-43-20-02-00000.0040	342.16	0.0582	\$ 19.91	5010 GROUPE R HOLE CT BOCA GRANDE, FL 33921	EAST SHORE ACRES PB 34 PG 127 LOT 4
02-43-20-02-00000.0050	495	0.0582	\$ 28.81	5000 GROUPE R HOLE CT BOCA GRANDE, FL 33921	EAST SHORE ACRES PB 34 PG 127 LOT 5
02-43-20-02-00000.0060	745.9	0.0582	\$ 43.41	4190 LOOMIS AVE BOCA GRANDE, FL 33921	EAST SHORE ACRES PB 34 PG 126 LOT 6
02-43-20-02-00000.0070	1052.13	0.0582	\$ 61.23	4180 LOOMIS AVE BOCA GRANDE, FL 33921	PB 34 PG 126 LOT 7
02-43-20-02-00000.0190	1370.77	0.0582	\$ 79.78	4060 LOOMIS AVE BOCA GRANDE, FL 33921	EAST SHORE ACRES PB 34 PG 125 LOT 19 + OR 2016/251
02-43-20-02-00000.0200	1379.37	0.0582	\$ 80.28	4050 LOOMIS AVE BOCA GRANDE, FL 33921	EAST SHORE ACRES PB 34 PG 125 LOT 20 + OR 2012/1076
02-43-20-02-00000.0210	1138.36	0.0582	\$ 66.25	4040 LOOMIS AVE BOCA GRANDE, FL 33921	PB 34 PG 125 ADJ SUBMERGED LAND LOT 21 + OR 2016/243
02-43-20-02-00000.0220	3058.59	0.0582	\$ 178.01	4020 LOOMIS AVE BOCA GRANDE, FL 33921	EAST SHORE ACRES PB 34 PG 125 LOT 22 + SUBMERGED LAND
02-43-20-02-00000.0230	1493.09	0.0582	\$ 86.90	4000 GASPARILLA RD BOCA GRANDE, FL 33921	EAST SHORE ACRES PB 34 PG 125 LOT 23 + ADJ SUBMERGED LAND
02-43-20-03-00000.0080	0.43	0.0582	\$ 0.03	4170 LOOMIS AVE BOCA GRANDE, FL 33921	EAST SHORE ACRES II PB 35 PG 113 LOT 8
02-43-20-03-00000.0090	864.18	0.0582	\$ 50.30	4160 SNAIL ISLAND CT BOCA GRANDE, FL 33921	PB 35 PG 113 LOT 9
02-43-20-03-00000.0100	1187.99	0.0582	\$ 69.14	4150 SNAIL ISLAND CT BOCA GRANDE, FL 33921	EAST SHORE ACRES II PB 35 PG 113 LOT 10 + OR 2039/4361 SUBMERGED LAND
02-43-20-03-00000.0110	1256.18	0.0582	\$ 73.11	4140 SNAIL ISLAND CT BOCA GRANDE, FL 33921	EAST SHORE ACRES II PB 35 PG 113 LOT 11 + OR 1996/491
02-43-20-03-00000.0120	932.34	0.0582	\$ 54.26	4130 SNAIL ISLAND CT BOCA GRANDE, FL 33921	EAST SHORE ACRES II PB 35 PG 113 LOT 12 + 2027/ PG 4115 SUBMERGED LAND

02-43-20-03-00000.0130	1167.95	0.0582	\$ 67.97	4120 SNAIL ISLAND CT BOCA GRANDE, FL 33921	EAST SHORE ACRES II PB 35 PG 113 LOT 13 + OR 2816/3054
02-43-20-03-00000.0140	1020.19	0.0582	\$ 59.38	4110 SNAIL ISLAND CT BOCA GRANDE, FL 33921	EAST SHORE ACRES II PB 35 PG 113 LOT 14
02-43-20-03-00000.0150	495	0.0582	\$ 28.81	4100 LOOMIS AVE BOCA GRANDE, FL 33921	PB 35 PG 113 LOT 15
02-43-20-03-00000.0160	1416.59	0.0582	\$ 82.45	4090 LOOMIS AVE BOCA GRANDE, FL 33921	EAST SHORE ACRES II PB 35 PG 113 LOT 16 + OR2031/3557SUBMERGED LAND
02-43-20-03-00000.0170	1878.24	0.0582	\$ 109.31	4080 LOOMIS AVE BOCA GRANDE, FL 33921	EAST SHORE ACRES II PB 35 PG 113 LOT 17 + OR 2063/970 SUBMERGED LAND
02-43-20-03-00000.0180	2750	0.0582	\$ 160.05	4070 LOOMIS AVE BOCA GRANDE, FL 33921	EAST SHORE ACRES II PB 35 PG 113 LOT 18
02-43-20-06-0000A.0000	0.48	0.0582	\$ 0.03	RIGHT OF WAY BOCA GRANDE, FL	48TH ST + PORT OF SHORE LN IN UR GULF SHORES N DESC OR 2834 PG 3566
02-43-20-06-00012.0010	9.58	0.0582	\$ 0.56	SHORE LN BOCA GRANDE, FL 33921	PARL IN N W 1/4 SEC 11 + S W 1/4 SEC 2 DESC OR 1063/1213 AKA BLK 12 LOT 1
02-43-20-06-00012.0020	9.58	0.0582	\$ 0.56	SHORE LN BOCA GRANDE, FL 33921	DESC OR 1045 PG 1301 AKA BLK 12 LOT 2
02-43-20-06-00012.0030	2226.26	0.0582	\$ 129.57	3521 SHORE LN BOCA GRANDE, FL 33921	PARL IN S W 1/4 SEC 2 DESC OR 1063 PG 1213 AKA BLK 12 LOT 3
02-43-20-06-00012.0040	8156.27	0.0582	\$ 474.69	3531 SHORE LN BOCA GRANDE, FL 33921	DESC OR 1063 PGS 1213 + 1228 + OR 3191/3657 RD R/W AKA BLK 12 LOTS 4 5 6 + BLK 11
02-43-20-06-00012.0070	8952.6	0.0582	\$ 521.04	3561 SHORE LN BOCA GRANDE, FL 33921	OR1168 PG647 AKA BLK 12 LOTS 7 + 8 GASPARILLA ISLAND U/R
02-43-20-06-00012.0090	1210.68	0.0582	\$ 70.46	3571 SHORE LN BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 1257 PG 526 AKA BLK 12 LOT 9 UR GASPARILLA ISLAND
02-43-20-06-00012.0100	2776.14	0.0582	\$ 161.57	3575 SHORE LN BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 1254 PG 1396 AKA BLK 12 LOT 10 UR GASPARILLA ISLAND
02-43-20-06-00012.0110	4621.12	0.0582	\$ 268.95	3581 SHORE LN BOCA GRANDE, FL 33921	PARL IN SW 1/4 SEC 2 DESC IN OR 1212 PG 1552 AKA LOT 11 BLK 12
02-43-20-06-00012.0120	2031.4	0.0582	\$ 118.23	3585 SHORE LN BOCA GRANDE, FL 33921	43 R 20 DESC OR 1218 P 218 AKA BLK 12 LOT 12 UR GASPARILLA ISLAND
02-43-20-06-00012.0130	7296.27	0.0582	\$ 424.64	3591 SHORE LN BOCA GRANDE, FL 33921	OR 1216 PG 1730 + 1218/218 + 1546/1993 AKA BLK 12 LOT 13 + BLK 14 LOT 1 UR GASPARILLA ISLAND

02-43-20-06-00013.0010	596.39	0.0582	\$ 34.71	3511 35TH ST W BOCA GRANDE, FL 33921	SEC 02 TWP 43 RGE 20 DESC OR 1380 PB 369 AKA BLK 13 LOT 2 UT GASPARILLA ISLAND
02-43-20-06-00013.0020	766.75	0.0582	\$ 44.62	3562 SHORE LN BOCA GRANDE, FL 33921	SEC 02 TWP 43 R20 DESC OR1288/1003 AKA LOT 1 BLK 13
02-43-20-06-00013.0040	564.11	0.0582	\$ 32.83	3511 GASPARILLA RD BOCA GRANDE, FL 33921	AKA BLK 13 LOT 4 AS DESC OR 1994 PG 4240
02-43-20-06-00013.0060	637.22	0.0582	\$ 37.09	3521 GASPARILLA RD BOCA GRANDE, FL 33921	AKA BLK 13 LOT 6
02-43-20-06-00013.0070	275	0.0582	\$ 16.01	3527 GASPARILLA RD BOCA GRANDE, FL 33921	OR 1546 PG 1993 AKA BLK 13 LOT 7
02-43-20-06-00013.0080	275	0.0582	\$ 16.01	3531 GASPARILLA RD BOCA GRANDE, FL 33921	OR 1546 PG 1988 AKA BLK 13 LOT 8
02-43-20-06-00013.0090	275	0.0582	\$ 16.01	3537 GASPARILLA RD BOCA GRANDE, FL 33921	OR 1546 PG 1983 AKA BLK 13 LOT 9
02-43-20-06-00013.0100	445.51	0.0582	\$ 25.93	3541 GASPARILLA RD BOCA GRANDE, FL 33921	AKA BLK 13 LOT 10
02-43-20-06-00013.0110	305.27	0.0582	\$ 17.77	3547 GASPARILLA RD BOCA GRANDE, FL 33921	AKA BLK 13 LOT 11
02-43-20-06-00013.0120	275	0.0582	\$ 16.01	3551 GASPARILLA RD BOCA GRANDE, FL 33921	PARL IN SEC 2 TWP 43 RG 20 AKA BLK 13 LOT 12
02-43-20-06-00013.0130	701.21	0.0582	\$ 40.81	3557 GASPARILLA RD BOCA GRANDE, FL 33921	AKA BLK 13 LOT 13
02-43-20-06-00013.0140	275	0.0582	\$ 16.01	3561 GASPARILLA RD BOCA GRANDE, FL 33921	DESC IN OR 1426 PG 1303 AKA BLK 13 LOT 14
02-43-20-06-00013.0150	696.55	0.0582	\$ 40.54	4030 40TH ST W BOCA GRANDE, FL 33921	OR 1545 PG 1067 AKA BLK 13 LOT 15
02-43-20-06-00013.0160	585.45	0.0582	\$ 34.07	4020 40TH ST W BOCA GRANDE, FL 33921	SEC 02 TWP 43 RGE 20 DESC IN OR 1321 PG 0063
02-43-20-06-00013.0170	614.1	0.0582	\$ 35.74	4010 40TH ST W BOCA GRANDE, FL 33921	SEC 02 TWP 43 RGE 20 DESC IN OR 1278 PG 1878
02-43-20-06-00014.0020	2949.59	0.0582	\$ 171.67	4015 SHORE LN BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 1251 PG 362 AKA BLK 14 LOT 2 UR GASPARILLA ISLAND
02-43-20-06-00014.003A	2132.8	0.0582	\$ 124.13	4019 SHORE LN BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 1229 PG 559 + OR 1251/362 AKA LOT 3 GASPRILLA ISLAND UNREC

02-43-20-06-00014.0040	2904.5	0.0582	\$ 169.04	4025 SHORE LN BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 1229 PG 559 + OR 1251/362 AKA LOT 4 GASPRILLA ISLAND UNREC
02-43-20-06-00014.0050	1337.14	0.0582	\$ 77.82	4031 SHORE LN BOCA GRANDE, FL 33921	43 R 20 DESC OR 1225 P 1531 AKA BLK 14 LOT 5 UR GASPARILLA ISLAND
02-43-20-06-00014.0060	2597.17	0.0582	\$ 151.16	4037 SHORE LN BOCA GRANDE, FL 33921	SEC 02 TWP 43 R 20 DESC IN OR 1284 PG 0577
02-43-20-06-00014.0070	4263.41	0.0582	\$ 248.13	4043 SHORE LN BOCA GRANDE, FL 33921	DESC OR 1299 PG 0020 AKA LOT 7 BLK 14
02-43-20-06-00014.0080	3031.36	0.0582	\$ 176.43	4049 SHORE LN BOCA GRANDE, FL 33921	SEC 02 TWP 43 RGE 20 DESC OR 1299 PG 0025 AKA LOT 8 BLK 14
02-43-20-06-00014.0090	3477.17	0.0582	\$ 202.37	4055 SHORE LN BOCA GRANDE, FL 33921	DESC OR 1299 PG 30 AKA BLK 14 LOT 9
02-43-20-06-00014.0100	3091.79	0.0582	\$ 179.94	4061 SHORE LN BOCA GRANDE, FL 33921	SEC 02 TWP 43 R 20 DESC IN OR 1278 PG 1886
02-43-20-06-00014.0110	2380.4	0.0582	\$ 138.54	4067 SHORE LN BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 1238 PG 660
02-43-20-06-00014.0120	2629.65	0.0582	\$ 153.05	4073 SHORE LN BOCA GRANDE, FL 33921	DESC OR 1238 PG 665 AKA LOT 12 BK 14 GASPARILLA ISL
02-43-20-06-00014.0130	3376.82	0.0582	\$ 196.53	4079 SHORE LN BOCA GRANDE, FL 33921	AKA LT 13 + SELRY 10 FT LOT 14 BLK 14
02-43-20-06-00014.0140	3953.03	0.0582	\$ 230.07	4091 SHORE LN BOCA GRANDE, FL 33921	LOT 14 LES STHLRY 10 FT + LOT 15 GASPARILLA IS UNREC
02-43-20-06-00015.0010	934.57	0.0582	\$ 54.39	4011 40TH ST W BOCA GRANDE, FL 33921	PARL IN GOVT LOT 4 SEC 02 TWP 43 RGE 20 DESC OR 1317/2397 AKA LOT 1 BLK 15
02-43-20-06-00015.0020	527.68	0.0582	\$ 30.71	4021 40TH ST W BOCA GRANDE, FL 33921	T43 R20 AKA BK 15 LOT 2 DESC IN OR 1317 PG 2391
02-43-20-06-00015.0060	721.22	0.0582	\$ 41.98	4025 GASPARILLA RD BOCA GRANDE, FL 33921	AKA BLK 15 LOT 6
02-43-20-06-00015.0150	275	0.0582	\$ 16.01	4077 GASPARILLA RD BOCA GRANDE, FL 33921	SEC 02 TWP 43 RGE 20 DESC IN OR 1337 PG 0861
02-43-20-06-00015.0160	596.85	0.0582	\$ 34.74	4481 GASPARILLA RD BOCA GRANDE, FL 33921	SEC 02 TWP 43 RGE 20 DESC IN OR 1420 PG 0807
02-43-20-06-00015.0170	618.76	0.0582	\$ 36.01	4520 45TH ST W BOCA GRANDE, FL 33921	SEC 02 TWP 43 RGE 20 DESC OR 1378 PG 1441

02-43-20-06-00015.0180	494	0.0582	\$ 28.75	4532 SHORE LN BOCA GRANDE, FL 33921	SEC 02 TWP 43 RGE 20 DESC OR 1380 PG 374
02-43-20-06-00016.0010	327.25	0.0582	\$ 19.05	4503 SHORE LN BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 1249 PG315 AKA BLK 16 LOT 1 LESS NLY 1/2
02-43-20-06-00016.001A	467.5	0.0582	\$ 27.21	4501 SHORE LN BOCA GRANDE, FL 33921	OR 1999 PG 2581
02-43-20-06-00016.0020	3659.25	0.0582	\$ 212.97	4505 SHORE LN BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 1252 PG 1115 AKA BLK 16 LOT 2 UR GASPARILLA ISLAND
02-43-20-06-00016.0030	2109.37	0.0582	\$ 122.77	4511 SHORE LN BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 1242 PG 930 AKA BLK 16 LOT 3
02-43-20-06-00016.0040	3062.66	0.0582	\$ 178.25	4515 SHORE LN BOCA GRANDE, FL 33921	DESC OR 1232 PG 322 AKA LOT 4 BLK 16
02-43-20-06-00016.0050	3449.93	0.0582	\$ 200.79	4521 SHORE LN BOCA GRANDE, FL 33921	GASPARILLA IS UNREC AKA LOT 5 BLK 16
02-43-20-06-00016.0060	3229.04	0.0582	\$ 187.93	4525 SHORE LN BOCA GRANDE, FL 33921	OR 1246 PG 1173 AKA LOT 6 BLK 16
02-43-20-06-00016.0070	3158.45	0.0582	\$ 183.82	4531 SHORE LN BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 1323 PG 2126 AKA BLK 16 LOT 7
02-43-20-06-00016.0080	3975.32	0.0582	\$ 231.36	4535 SHORE LN BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 1004 PG 57 AKA BLK 16 LOT 8 UR GASPARILLA ISLAND
02-43-20-06-00016.0090	4382.69	0.0582	\$ 255.07	4541 SHORE LN BOCA GRANDE, FL 33921	DESC OR 1004 PG 51 AKA BLK16 LOT 9 GASPARILLA
02-43-20-06-00016.0100	5229.27	0.0582	\$ 304.34	4551 SHORE LN BOCA GRANDE, FL 33921	1462 PG 1769 + OR 1177 PG 1709 AKA BLK 16 LOTS 10 +11
02-43-20-06-00016.0120	3977.92	0.0582	\$ 231.51	4555 SHORE LN BOCA GRANDE, FL 33921	SEC 02 TWP 43 RGE 20 DESC IN OR 1297 PG 2308
02-43-20-06-00016.0130	4800.98	0.0582	\$ 279.42	4561 SHORE LN BOCA GRANDE, FL 33921	AKA BLK 16 LOT 13 + OR 2101 PG 3718 BLK 16 LOT 14
02-43-20-06-00016.0150	3850	0.0582	\$ 224.07	4581 SHORE LN BOCA GRANDE, FL 33921	IN OR 1750 PG 2349 LOT 15 BLK 16
02-43-20-06-00016.0160	2671.7	0.0582	\$ 155.49	4591 SHORE LN BOCA GRANDE, FL 33921	SEC 02 TWP 43 R 20 DESC IN OR 1288 PG 0996
02-43-20-06-00017.0010	733.85	0.0582	\$ 42.71	4542 SHORE LN BOCA GRANDE, FL 33921	DESC IN OR 1317 PG 1124 AKA LOT 1 BLK 17

02-43-20-06-00017.0030	863.3	0.0582	\$ 50.24	4546 SHORE LN BOCA GRANDE, FL 33921	SEC 02 TWP 43 RGE 20 DESC IN OR 1320 PG 0700
02-43-20-06-00017.0040	427.7	0.0582	\$ 24.89	4552 SHORE LN BOCA GRANDE, FL 33921	SEC 02 TWP 43 RGE 20 DESC IN OR 1341 PG 0355
02-43-20-06-00017.0050	1041.08	0.0582	\$ 60.59	4556 SHORE LN BOCA GRANDE, FL 33921	SEC 02 TWP 43 RGE 20 DESC IN OR 1320 PG 0706 LOT 5 + S 1/2 LOT 6
02-43-20-06-00017.0070	985.29	0.0582	\$ 57.34	4572 SHORE LN BOCA GRANDE, FL 33921	20 DESC OR 1307 PG 0585 AKA BLK 17 N 1/2 LOT 6 + LOT 7
02-43-20-06-00017.0080	1353.33	0.0582	\$ 78.76	4582 SHORE LN BOCA GRANDE, FL 33921	LT 8 BLK 17 GASPARILLA UNREC DESC OR 1307 PG 2041
02-43-20-06-00017.0090	657.79	0.0582	\$ 38.28	4592 SHORE LN BOCA GRANDE, FL 33921	SEC 02 TWP 43 RGE 20 DESC IN OR 1321 PG 1063
02-43-20-06-00018.0010	2562.1	0.0582	\$ 149.11	4801 SHORE LN BOCA GRANDE, FL 33921	DESC OR 1284 PG 587 AKA LT 1 BLK 18
02-43-20-06-00018.0020	3277.27	0.0582	\$ 190.74	4805 SHORE LN BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR1284/592 AKA LT 2 BLK 18
02-43-20-06-00018.0030	3335.62	0.0582	\$ 194.13	4811 SHORE LN BOCA GRANDE, FL 33921	SEC 02 TWP 43 RGE 20 DESC OR 1374 PG 624
02-43-20-06-00018.0040	6782.84	0.0582	\$ 394.76	4815 SHORE LN BOCA GRANDE, FL 33921	DESC OR 1374 PG 629 + OR 1352 PG 910
02-43-20-06-00018.0060	2038.8	0.0582	\$ 118.66	4825 SHORE LN BOCA GRANDE, FL 33921	DESC OR 2313 PG 4366 AKA LT 6 GASPARILLA ISL UNREC
02-43-20-06-00018.0070	2666.02	0.0582	\$ 155.16	4831 SHORE LN BOCA GRANDE, FL 33921	OR 1922/2206 AKA BLK 18 LT 7 GASPARILLA ISLAND UNR
02-43-20-06-00018.0080	2559.57	0.0582	\$ 148.97	4835 SHORE LN BOCA GRANDE, FL 33921	DESC IN OR1928 PG3060 AKA BLK 18 LT 8
02-43-20-06-00018.0090	3130.92	0.0582	\$ 182.22	4841 SHORE LN BOCA GRANDE, FL 33921	DESC IN OR 1656 PG 1442 AKA LOT 9 BLK 18
02-43-20-06-00018.0100	1896.53	0.0582	\$ 110.38	4851 SHORE LN BOCA GRANDE, FL 33921	UNRECORDED GULF SHORES NORTH LT 10 BLK 18 DESC OR 1252 PG 1278
02-43-20-06-00019.0010	407.31	0.0582	\$ 23.71	4804 SHORE LN BOCA GRANDE, FL 33921	SEC 02 TWP 43 RGE 20 DESC OR 1231 PG 1258
02-43-20-06-00019.0020	404.2	0.0582	\$ 23.52	4808 SHORE LN BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 1242 PG 442

02-43-20-06-00019.0030	405.24	0.0582	\$ 23.58	4812 SHORE LN BOCA GRANDE, FL 33921	43 R 20 DESC OR 1225 P 835 AKA BLK 19 LT 3 UR GASPARILLA ISLAND
02-43-20-06-00019.0040	405.94	0.0582	\$ 23.63	4816 SHORE LN BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 1218 PG 1397 AKA BLK 19 LT 4 UR GASPARILLA ISLAND
02-43-20-06-00019.0060	858.69	0.0582	\$ 49.98	4824 SHORE LN BOCA GRANDE, FL 33921	PARL IN NW1/4 DESC OR 1222 PG 258 AKA BLK 19 LOTS 5 + 6 GASPARILLA ISLAND
02-43-20-06-00019.0070	392.94	0.0582	\$ 22.87	4834 SHORE LN BOCA GRANDE, FL 33921	DESC OR 1222 PG 20 AKA BLK 19 LT 7
02-43-20-06-00019.0080	395.54	0.0582	\$ 23.02	4838 SHORE LN BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 1212 PG 1541 AKA BLK 19 LT 8 UR GASPARILLA ISLAND
02-43-20-06-00019.0090	462.54	0.0582	\$ 26.92	4848 SHORE LN BOCA GRANDE, FL 33921	SEC 02 TWP 43 RGE 20 DESC OR 1374 PG 608 AKA LOT 9 BLK 19 GULF SHORES NORTH
11-43-20-01-00042.0010	498.77	0.0582	\$ 29.03	1601 GASPARILLA RD BOCA GRANDE, FL 33921	BOCA GRANDE PB 7 PG 1 BLK 42 LOTS 1/3/5 + E 25 FT LOT 7 + N 25 FT VAC 16TH ST
11-43-20-01-00042.0020	7764.83	0.0582	\$ 451.91	1700 17TH ST W BOCA GRANDE, FL 33921	P 21 LTS 2 4 6+8 THRU 12 + 21 THRU 25 + W 25FT LT 7 +
11-43-20-01-00043.0010	1030.11	0.0582	\$ 59.95	1741 17TH ST W BOCA GRANDE, FL 33921	BLK 43 PB 7 PG 1 LOTS 1 + 3 + 5 + 7
11-43-20-01-00043.0020	851.41	0.0582	\$ 49.55	1840 18TH ST W BOCA GRANDE, FL 33921	BLK.43 PB 7 PG 1-1A LOTS 2 4 6 8
11-43-20-01-00043.0090	935.28	0.0582	\$ 54.43	1721 17TH ST W BOCA GRANDE, FL 33921	PB 7 P 1 LTS 9 + 11 + PART SHORE LN ADJ TO LT 11
11-43-20-01-00043.0100	504.86	0.0582	\$ 29.38	1820 18TH ST W BOCA GRANDE, FL 33921	LT 10 + E PT VAC ST ADJ + OR 2037/2661 LESS 2663
11-43-20-01-00043.A210	2546.26	0.0582	\$ 148.19	1701 17TH ST W BOCA GRANDE, FL 33921	PB7/1LTS 21 THRU 23 PT SHORE LN ADJ+OR 2037/2663LES2661
11-43-20-01-00043.A250	1824.6	0.0582	\$ 106.19	1800 18TH ST W BOCA GRANDE, FL 33921	PB 7 PG 1 LTS 24 + 25 W PT VAC ST ADJ
11-43-20-01-00043.A260	1940.73	0.0582	\$ 112.95	1801 18TH ST W BOCA GRANDE, FL 33921	PB 7 PG 1 LT 26 + 27 W PT VAC ST ADJ
11-43-20-01-00043.A280	1796.9	0.0582	\$ 104.58	1900 19TH ST W BOCA GRANDE, FL 33921	P 1 LTS 28+29 +ADJ SHORE LN DESC IN OR 1260 PG 0196
11-43-20-01-00044.0010	819.59	0.0582	\$ 47.70	1841 18TH ST W BOCA GRANDE, FL 33921	BLK 44 PB 7 PG 1 LOTS 1 + 3 + E 1.5 FT OF LT 5

11-43-20-01-00044.0020	689.2	0.0582	\$ 40.11	1940 19TH ST W BOCA GRANDE, FL 33921	BLK 44 PB 7 PG 1 LOTS 2 + 4 + 6
11-43-20-01-00044.0050	735.79	0.0582	\$ 42.82	1831 18TH ST W BOCA GRANDE, FL 33921	BLK 44 PB 7 PG 1 LOTS 5 + 7 LESS E 1.5 FT LOT 5
11-43-20-01-00044.0080	2342.2	0.0582	\$ 136.32	1920 19TH ST W BOCA GRANDE, FL 33921	44 LTS 8 10 + 12 BLK 43A LTS 30 + 31 + W 1/2 VAC ST
11-43-20-01-00044.0090	423.2	0.0582	\$ 24.63	1821 18TH ST W BOCA GRANDE, FL 33921	PB 7 PG 1 LOT 9 + E PT VAC ST ADJ
11-43-20-01-00045.0010	890.93	0.0582	\$ 51.85	1945 19TH ST W BOCA GRANDE, FL 33921	PB 7 P 1 LOTS 1 THRU 4 + PT LOTS 5 + 6
11-43-20-01-00045.0070	489.29	0.0582	\$ 28.48	1935 19TH ST W BOCA GRANDE, FL 33921	BLK 45 PB 7 PG 1 LOT 7 + PT OF LOTS 5 + 9
11-43-20-01-00045.0080	761.59	0.0582	\$ 44.32	2030 20TH ST W BOCA GRANDE, FL 33921	BLK 45 PB 7 PG 1 ALL LOT 8 + LOT PTS 6 + 10
11-43-20-01-00045.0210	3392.55	0.0582	\$ 197.45	1901 SHORE LN BOCA GRANDE, FL 33921	BLK 45 PB 7 PG 1 LOTS 21 22 + PT LOT 11 + N 1/2 OF NINETEENTH ST PER
11-43-20-01-00045.0230	2636	0.0582	\$ 153.42	1911 SHORE LN BOCA GRANDE, FL 33921	BLK 45 PB 7 PG 1 LOTS 23 + 24 + PT LOTS 11 + 12 DESC OR 1305 PG 1538
11-43-20-01-00068.0020	523.49	0.0582	\$ 30.47	1510 EAST RAILROAD AVE BOCA GRANDE, FL 33921	PB 7 PG 1 LOTS 2 + 4
11-43-20-01-00068.0060	1182.56	0.0582	\$ 68.82	1660 16TH ST E BOCA GRANDE, FL 33921	PB 7 PG 1 LOT 6
11-43-20-01-00069.0010	1568.32	0.0582	\$ 91.28	1600 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK 69 PB 7 PG 1 + OR 2910 PG 3027 LOTS 1 + 3 + 5
11-43-20-01-00069.0020	1337.46	0.0582	\$ 77.84	1770 17TH ST E BOCA GRANDE, FL 33921	BOCA GRANDE PB 7 PG 1 OR 2910/3025 BLK 69 LOTS 2 + 4 + 6
11-43-20-01-00070.0050	391.48	0.0582	\$ 22.78	1771 17TH ST E BOCA GRANDE, FL 33921	BOCA GRANDE BLK 70 PB 7 PG 1 LOT 5
11-43-20-01-00070.0060	296.64	0.0582	\$ 17.26	1870 18TH ST E BOCA GRANDE, FL 33921	BOCA GRANDE BLK 70 PB 7 PG 1A LOT 6
11-43-20-01-00070.0080	782.43	0.0582	\$ 45.54	1874 18TH ST E BOCA GRANDE, FL 33921	BOCA GRANDE BLK 70 PB 7 PG 1 A LOT 8
11-43-20-01-00070.0100	851.62	0.0582	\$ 49.56	1876 18TH ST E BOCA GRANDE, FL 33921	BOCA GRANDE BLK 70 PB 7 PG 1 LOT 10

11-43-20-01-00070.0120	1183.22	0.0582	\$ 68.86	1880 18TH ST E BOCA GRANDE, FL 33921	BOCA GRANDE BLK 70 PB 7 PG 1 A LTS 12 + 14 + W 25 FT OF LT 16 + SUBM LAND
11-43-20-01-00070.0160	0.15	0.0582	\$ 0.01	1888 18TH ST E BOCA GRANDE, FL 33921	PB 7 PG 1A LOT 16 LESS W 25 FT
11-43-20-01-00071.0010	439.7	0.0582	\$ 25.59	1861 18TH ST E BOCA GRANDE, FL 33921	BOCA GRANDE BLK 71 PB 7 PG 1 LOTS 1 + 3 + 5
11-43-20-01-00071.0020	1087.59	0.0582	\$ 63.30	1960 19TH ST E BOCA GRANDE, FL 33921	BOCA GRANDE BLK 71 PB 7 PG 1 LOTS 2 + 4 + 6
11-43-20-01-00071.0070	977.23	0.0582	\$ 56.87	1881 18TH ST E BOCA GRANDE, FL 33921	BOCA GRANDE BLK 71 PB 7 PG 1 LOTS 7 THRU 17
11-43-20-01-00072.0010	2398.13	0.0582	\$ 139.57	1971 19TH ST E BOCA GRANDE, FL 33921	BOCA GRANDE BLK 72 PB 7 PG 1 ALL BLK 72
11-43-20-02-00000.0240	245	0.0582	\$ 14.26	2301 EAST RAILROAD AVE BOCA GRANDE, FL 33921	PB 34 PG 124 LOT 24
11-43-20-02-00000.0250	391.2	0.0582	\$ 22.77	2300 EAST RAILROAD AVE BOCA GRANDE, FL 33921	PB 34 PG 124 LOT 25 + ADJ SUBMERGED LAND
11-43-20-02-00000.0260	1342.4	0.0582	\$ 78.13	2280 EAST RAILROAD AVE BOCA GRANDE, FL 33921	PB 34 PG 124 LOT 26 + ADJ SUBMERGED LAND
11-43-20-02-00000.0270	931.44	0.0582	\$ 54.21	2260 EAST RAILROAD AVE BOCA GRANDE, FL 33921	PB 34 PG 124 LOT 27 + ADJ SUBMERGED LAND
11-43-20-02-00000.0280	1408	0.0582	\$ 81.95	2240 EAST RAILROAD AVE BOCA GRANDE, FL 33921	PB 34 PG 124 LOT 28 ADJ SUBMERGED LAND
11-43-20-04-00000.0360	0.02	0.0582	\$ 0.00	JOSE GASPAR DR BOCA GRANDE, FL 33921	SUNSET FLATS S/D PB 44 PG 35 LOT 36
11-43-20-04-00000.0370	0.02	0.0582	\$ 0.00	JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 44 PG 35 LOT 37
11-43-20-04-00000.0380	0.02	0.0582	\$ 0.00	JOSE GASPAR DR BOCA GRANDE, FL 33921	SUNSET FLATS S/D PB 44 PG 35 LOT 38
11-43-20-04-00000.0390	0.03	0.0582	\$ 0.00	JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 44 PG 35 LOT 39
11-43-20-04-00000.0400	0.02	0.0582	\$ 0.00	JOSE GASPAR DR BOCA GRANDE, FL 33921	SUNSET FLATS S/D PB 44 PG 35 LOT 40
11-43-20-04-00000.0410	0.02	0.0582	\$ 0.00	JOSE GASPAR DR BOCA GRANDE, FL 33921	SUNSET FLATS S/D PB 44 PG 35 LOT 41

11-43-20-04-00000.0420	0.02	0.0582	\$ 0.00	1671 JOSE GASPAS DR BOCA GRANDE, FL 33921	SUNSET FLATS S/D PB 44 PG 35 LOT 42
11-43-20-04-00000.0430	0.01	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	SUNSET FLATS S/D PB 44 PG 35 LOT 43
11-43-20-04-00000.0440	0.01	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 35 LOT 44
11-43-20-04-00000.0450	0.02	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 35 LOT 45
11-43-20-04-00000.0460	0.01	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 35 LOT 46
11-43-20-04-00000.0470	0.02	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 35 LOT 47
11-43-20-04-00000.0480	0.02	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 35 LOT 48
11-43-20-04-00000.0490	0.02	0.0582	\$ 0.00	SUBMERGED BOCA GRANDE, FL	PB 44 PG 35 LOT 49
11-43-20-04-00000.0500	0.02	0.0582	\$ 0.00	SUBMERGED BOCA GRANDE, FL	PB 44 PG 35 LOT 50
11-43-20-04-00000.0530	0.01	0.0582	\$ 0.00	1672 16TH ST E BOCA GRANDE, FL 33921	PB 44 PG 35 LOT 53
11-43-20-04-00000.0540	0.01	0.0582	\$ 0.00	1666 16TH ST E BOCA GRANDE, FL 33921	PB 44 PG 35 LOT 54
11-43-20-05-00000.0010	1873.21	0.0582	\$ 109.02	1631 GASPAS DR S BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 1
11-43-20-05-00000.0180	1118.7	0.0582	\$ 65.11	1632 GASPAS DR S BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 18
11-43-20-05-00000.0190	1065.22	0.0582	\$ 62.00	1636 GASPAS DR S BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 19
11-43-20-05-00000.0200	1634.48	0.0582	\$ 95.13	1640 GASPAS DR S BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 20
11-43-20-05-00000.0210	1565.85	0.0582	\$ 91.13	1644 JOSE GASPAS DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 21
11-43-20-05-00000.0220	1002.76	0.0582	\$ 58.36	1648 JOSE GASPAS DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 22

11-43-20-05-00000.0230	1572.26	0.0582	\$ 91.51	1652 JOSE GASPAS DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 23
11-43-20-05-00000.0240	1209.5	0.0582	\$ 70.39	1656 JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 24
11-43-20-05-00000.0250	1528.08	0.0582	\$ 88.93	1666 Jose Gaspar Dr BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 25
11-43-20-05-00000.0260	1654.09	0.0582	\$ 96.27	1643 JEAN LAFITTE DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOTS 26 + 27
11-43-20-05-00000.0280	1834.63	0.0582	\$ 106.78	1635 JEAN LAFITTE DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 28
11-43-20-05-00000.0290	2327.44	0.0582	\$ 135.46	1631 JEAN LAFITTE DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 29
11-43-20-05-00000.0460	1151.22	0.0582	\$ 67.00	1632 JEAN LAFITTE DR BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 46
11-43-20-05-00000.0470	2155.66	0.0582	\$ 125.46	1636 JEAN LAFITTE DR BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 47
11-43-20-05-00000.0480	1584.43	0.0582	\$ 92.21	1640 JEAN LAFITTE DR BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 48
11-43-20-05-00000.0490	1694.58	0.0582	\$ 98.62	1644 JEAN LAFITTE DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 49
11-43-20-05-00000.0500	1626.55	0.0582	\$ 94.67	1670 JOSE GASPAS DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 50
11-43-20-05-00000.0510	1447.81	0.0582	\$ 84.26	1674 JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 51
11-43-20-05-00000.0520	1281.19	0.0582	\$ 74.57	1678 JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 52
11-43-20-05-00000.0530	1229.23	0.0582	\$ 71.54	1680 JOSE GASPAS DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 5 LOT 53
11-43-20-05-00000.0540	1604.88	0.0582	\$ 93.40	1684 JOSE GASPAS DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 5 LOT 54
11-43-20-05-00000.0550	1676.14	0.0582	\$ 97.55	1688 JOSE GASPAS DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 5 LOT 55
11-43-20-05-00000.0560	1497.85	0.0582	\$ 87.17	1692 JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 56

11-43-20-05-00000.0570	2256.33	0.0582	\$ 131.32	1645 TREASURE LN BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 57
11-43-20-05-00000.0580	712.3	0.0582	\$ 41.46	1641 TREASURE LN BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 58
11-43-20-05-00000.0590	1994.64	0.0582	\$ 116.09	1637 TREASURE LN BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 59
11-43-20-05-00000.0710	1022.79	0.0582	\$ 59.53	1628 TREASURE LN BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 5 LOT 71
11-43-20-05-00000.0720	2041.54	0.0582	\$ 118.82	1632 TREASURE LN BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 5 LOT 72
11-43-20-05-00000.0730	844.27	0.0582	\$ 49.14	1636 TREASURE LN BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 5 LOT 73
11-43-20-05-00000.0740	2660.69	0.0582	\$ 154.85	1640 TREASURE LN BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 5 LOT 74
11-43-20-05-00000.0750	1756.51	0.0582	\$ 102.23	1644 TREASURE LN BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 5 LOT 75
11-43-20-05-00000.0760	2083.5	0.0582	\$ 121.26	1648 TREASURE LN BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 5 LOT 76
11-43-20-05-00000.0770	2605.19	0.0582	\$ 151.62	1700 TREASURE LN BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 5 LOT 77
11-43-20-05-00000.1080	1729.65	0.0582	\$ 100.67	1691 JOSE GASPAS DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 5 LOT 108
11-43-20-05-00000.1090	3172	0.0582	\$ 184.61	1689 JOSE GASPAS DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 5 LOT 109
11-43-20-05-00000.1100	2185.43	0.0582	\$ 127.19	1685 JOSE GASPAS DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PG 29 PG 5 LOT 110
11-43-20-05-00000.1110	935	0.0582	\$ 54.42	1681 JOSE GASPAS DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 5 LOT 111
11-43-20-05-00000.1120	2133.96	0.0582	\$ 124.20	1679 JOSE GASPAS DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 5 LOT 112
11-43-20-05-00000.1130	1717.18	0.0582	\$ 99.94	1675 JOSE GASPAS DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 113
11-43-20-05-00000.1140	665.3	0.0582	\$ 38.72	1671 JOSE GASPAS DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 114

11-43-20-05-00000.1150	1565.18	0.0582	\$ 91.09	1669 JOSE GASPAR DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 115
11-43-20-05-00000.1160	1609.48	0.0582	\$ 93.67	1665 JOSE GASPAR DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 116
11-43-20-05-00000.1170	1459.6	0.0582	\$ 84.95	1661 JOSE GASPAR DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 117
11-43-20-05-00000.1180	1933.5	0.0582	\$ 112.53	1659 JOSE GASPAR DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 118
11-43-20-05-00000.1190	1345.09	0.0582	\$ 78.28	1655 JOSE GASPAR DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 119
11-43-20-05-00000.1200	2106.89	0.0582	\$ 122.62	1651 JOSE GASPAR DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 120
11-43-20-05-00000.1210	2046.65	0.0582	\$ 119.12	1649 JOSE GASPAR DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 121
11-43-20-05-00000.1220	2632.94	0.0582	\$ 153.24	1645 JOSE GASPAR DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 122
11-43-20-05-00000.1230	2606.64	0.0582	\$ 151.71	1641 JOSE GASPAR DR BOCA GRANDE, FL 33921	LT 123 + LT 51 OF SUNSET FLATS S/D PB44/35
11-43-20-06-00002.0010	805.18	0.0582	\$ 46.86	2110 21ST ST W BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 475 PG 312
11-43-20-06-00002.0020	584.82	0.0582	\$ 34.04	2120 21ST ST W BOCA GRANDE, FL 33921	OR 1032 PG 8 AKA LT 2 BLK 2 UNREC DIVISION GL 4
11-43-20-06-00002.0030	1759.89	0.0582	\$ 102.43	2021 20TH ST W BOCA GRANDE, FL 33921	DESC OR 469 PG 589
11-43-20-06-00003.0010	404.3	0.0582	\$ 23.53	2210 22ND ST W BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 547 PG 662
11-43-20-06-00003.0020	391	0.0582	\$ 22.76	2226 22ND ST W BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 713 PG 55
11-43-20-06-00003.0030	391	0.0582	\$ 22.76	2125 21ST ST W BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 652 PG 337
11-43-20-06-00003.0040	844.15	0.0582	\$ 49.13	2170 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 458 PG 775
11-43-20-06-00004.0010	404.1	0.0582	\$ 23.52	2310 23RD ST W BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 521 PG 58

11-43-20-06-00004.0030	604.77	0.0582	\$ 35.20	2225 22ND ST W BOCA GRANDE, FL 33921	SEC 11 TWP 43 RGE 20 DESC IN OR 1308 PG 2245
11-43-20-06-00004.0040	1066.21	0.0582	\$ 62.05	2290 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 466 PG 777
11-43-20-06-00005.0010	399.8	0.0582	\$ 23.27	2315 23RD ST W BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 558 PG 328
11-43-20-06-00005.0020	606	0.0582	\$ 35.27	2325 23RD ST W BOCA GRANDE, FL 33921	DESC OR 1308 PG 2239 AKA LOT 2 BLK 5
11-43-20-06-00005.0030	709.22	0.0582	\$ 41.28	2420 24TH ST W BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 1002 PG 1865
11-43-20-06-00005.0040	485.92	0.0582	\$ 28.28	2410 24TH ST W BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 643 PG 132
11-43-20-06-00006.0030	2042.23	0.0582	\$ 118.86	2031 SHORE LN BOCA GRANDE, FL 33921	PARL IN S E 1/4 OF S W 1/4 SEC 11 TWP 43 R 20 DESC IN OR 538 PG 286
11-43-20-06-00006.0040	2063.9	0.0582	\$ 120.12	2041 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 1164 PG 949
11-43-20-06-00006.0050	3451.38	0.0582	\$ 200.87	2051 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 1214 PG 2114 AKA LOT 5 BLK 6 UNREC DEI OF BLK 45
11-43-20-06-00006.0060	2175.82	0.0582	\$ 126.63	2161 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 645 PG 145
11-43-20-06-00006.0070	2404.05	0.0582	\$ 139.92	2275 SHORE LN BOCA GRANDE, FL 33921	LOTS 8 + 9 LESS NLY 95 FT LESS OR3479 PG 2413 GASPARILLA ISLAND U/R
11-43-20-06-00006.007A	2846.13	0.0582	\$ 165.64	2271 SHORE LN BOCA GRANDE, FL 33921	PARL IN NE 1/4 OF SW 1/4 AKA BLK 6 LOT 7 GASPARILLA ISLAND U/R
11-43-20-06-00006.0090	3079.36	0.0582	\$ 179.22	2281 SHORE LN BOCA GRANDE, FL 33921	FT LOT 9 DESC OR3479 PG2415 LESS OR3479 PG 2413 GASPARILLA ISLAND U/R
11-43-20-06-00006.0100	2111.71	0.0582	\$ 122.90	2291 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC OR 1210 PG281 + OR1013 PG950
11-43-20-06-00006.0110	1919.91	0.0582	\$ 111.74	2301 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 649 PG 25
11-43-20-06-00006.0120	1827.2	0.0582	\$ 106.34	2311 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC OR 1280 PG805 + OR1094 PG1417
11-43-20-06-00006.0130	2146.79	0.0582	\$ 124.94	2321 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 701 PG 331

11-43-20-06-00006.0140	2743.67	0.0582	\$ 159.68	2331 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 712 PG 399
11-43-20-06-00006.0150	1201.17	0.0582	\$ 69.91	2441 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 1162 PG 667
11-43-20-06-00006.0160	1980.77	0.0582	\$ 115.28	2451 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 1141 PG 410
11-43-20-06-00006.0170	1999.24	0.0582	\$ 116.36	2461 SHORE LN BOCA GRANDE, FL 33921	43 R 20 DESC IN OR 1094 PG 2149
11-43-20-06-00006.0180	3208.5	0.0582	\$ 186.73	2571 SHORE LN BOCA GRANDE, FL 33921	DESC IN OR 1700 PG 4372
11-43-20-06-00006.0190	2410.99	0.0582	\$ 140.32	2581 SHORE LN BOCA GRANDE, FL 33921	DESC IN OR 2158 PG 3183 AKA LT 19 BLK 6
11-43-20-06-00006.0200	2045.21	0.0582	\$ 119.03	2591 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 959 PG 697 AKA LT 20
11-43-20-06-00006.0210	3794.3	0.0582	\$ 220.83	2601 SHORE LN BOCA GRANDE, FL 33921	SEC DESC OR 1214/2112+2113 AKA BLK 6 LT 21 GULF SHORES N
11-43-20-06-00006.0220	1960.16	0.0582	\$ 114.08	2611 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 925 PG 257
11-43-20-06-00006.0230	3211.92	0.0582	\$ 186.93	2621 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR1283 PG835+OR1139 PG 403
11-43-20-06-00006.0240	3356.18	0.0582	\$ 195.33	2731 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 842 PG 308
11-43-20-06-00006.0250	7250	0.0582	\$ 421.95	2741 SHORE LN BOCA GRANDE, FL 33921	PG634 +OR959 PG632 AKA BLK 6 LOT 25 + SLY 50 FT BLK 10 LOT 1 GASPARILLA ISLAND
11-43-20-06-00007.0010	721.52	0.0582	\$ 41.99	2415 24TH ST W BOCA GRANDE, FL 33921	OR 1536 PG 1492
11-43-20-06-00007.0020	687.59	0.0582	\$ 40.02	2425 24TH ST W BOCA GRANDE, FL 33921	OR 713 PG 15 LESS WLY 100 FT
11-43-20-06-00007.0030	557.02	0.0582	\$ 32.42	2520 25TH ST W BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 1093 PG 913
11-43-20-06-00007.0040	613.8	0.0582	\$ 35.72	2510 25TH ST W BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC OR 1188 PG2086+OR1082 PG1959
11-43-20-06-00008.0010	693.71	0.0582	\$ 40.37	2511 25TH ST W BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 907/186 AKA LT 2 BLK 8

11-43-20-06-00008.0020	406.8	0.0582	\$ 23.68	2521 25TH ST W BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 1186/2179 AKA LT 1 BLK8
11-43-20-06-00008.0030	1452.69	0.0582	\$ 84.55	2620 26TH ST W BOCA GRANDE, FL 33921	DESC IN OR 1927 PGS 405 + 408 AKA BLK 8 LTS 3 + 4
11-43-20-06-00009.0010	2064.37	0.0582	\$ 120.15	2610 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 2219 PG 2550
11-43-20-06-00009.0030	421.9	0.0582	\$ 24.55	2720 27TH ST W BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 1212 PG 1546
11-43-20-06-00009.0040	593.17	0.0582	\$ 34.52	2710 27TH ST W BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 972 PG 161
11-43-20-06-00010.0020	3798.85	0.0582	\$ 221.09	2907 SHORE LN BOCA GRANDE, FL 33921	PG148 AKA BLK 10 LT 2 + OR959 PG632 AKA BLK 10 N1/2 LT 1 LESS OR 2611 PG1349 + OR1073 PG312 AKA BLK 10 S1/2
11-43-20-06-00010.0040	3013.34	0.0582	\$ 175.38	2919 SHORE LN BOCA GRANDE, FL 33921	PG808 AKA BLK 10 LT 4 + OR 1002 PG 1859 AKA BLK 10 N1/2 LT 3
11-43-20-06-00010.0050	2829.08	0.0582	\$ 164.65	2925 SHORE LN BOCA GRANDE, FL 33921	N2690 TO POB DESC OR2608/ 1776 AKA BLK 10 LT 5 UNREC
11-43-20-06-00010.0060	2071.7	0.0582	\$ 120.57	2931 SHORE LN BOCA GRANDE, FL 33921	PG 3664 AKA LOT 6 BLK 10 GASPARILLA ISLAND U/R
11-43-20-06-00010.0070	4399.02	0.0582	\$ 256.02	2937 SHORE LN BOCA GRANDE, FL 33921	DESC IN OR 847 PG 848 AKA LT 7 BLK 10
11-43-20-06-00010.0080	4070.54	0.0582	\$ 236.91	2943 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 880 PG 45
11-43-20-06-00010.0090	3046.3	0.0582	\$ 177.29	2949 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 1046 PG 1916
11-43-20-06-00010.0100	2534.15	0.0582	\$ 147.49	2955 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 1030 PG 1179
11-43-20-06-00010.0110	2467.67	0.0582	\$ 143.62	2961 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 1069 PG 871
11-43-20-06-00010.0120	3138.48	0.0582	\$ 182.66	2967 SHORE LN BOCA GRANDE, FL 33921	OR 1015 PG 1286 AKA LOT 12 BLK 10
11-43-20-06-00010.0140	3469.77	0.0582	\$ 201.94	2979 SHORE LN BOCA GRANDE, FL 33921	43 R 20 DESC IN OR 909 PG 875 AKA LOT 14 BLK 10 UNRED DIV OF GOVT
11-43-20-06-00010.0150	2009.17	0.0582	\$ 116.93	2985 SHORE LN BOCA GRANDE, FL 33921	OR 944 PG 866 AKA LTS 15 + 16 BLK 10 UNR DIV G L 2

11-43-20-06-00010.0160	2752.61	0.0582	\$ 160.20	2991 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 1064 PG 529
11-43-20-06-00011.0010	742.65	0.0582	\$ 43.22	2740 SHORE LN BOCA GRANDE, FL 33921	SEC 11 TWP 43 R 20 DESC IN OR 1031 PG 659
11-43-20-06-00011.0020	1431.99	0.0582	\$ 83.34	2721 27TH ST W BOCA GRANDE, FL 33921	DESC OR 1343 PG 2252 AKA BLK 11 LOT 2 GASPARILLA
12-43-20-00-00002.0020	2.48	0.0582	\$ 0.14	ACCESS UNDETERMINED BOCA GRANDE, FL	DB294/144 LESS SUNSET FLATS+THREE SISTERS +2.001 + HOAGAN'S KEY S/D+
12-43-20-01-00000.0010	349.63	0.0582	\$ 20.35	1800 THREE SISTERS DR BOCA GRANDE, FL 33921	THREE SISTERS PB 45 PG 58 LOT 1 LESS OR 2843 PG 915
12-43-20-01-00000.0020	387.2	0.0582	\$ 22.54	1804 THREE SISTERS DR BOCA GRANDE, FL 33921	PB 45 PG 58 LOT 2
12-43-20-01-00000.0030	387.2	0.0582	\$ 22.54	1808 THREE SISTERS DR BOCA GRANDE, FL 33921	PB 45 PG 58 LOT 3
12-43-20-01-00000.0040	418	0.0582	\$ 24.33	1812 THREE SISTERS DR BOCA GRANDE, FL 33921	PB 45 PG 58 LOT 4
12-43-20-01-00000.0050	340.8	0.0582	\$ 19.83	1816 THREE SISTERS DR BOCA GRANDE, FL 33921	PB 45 PG 58 LOT 5
12-43-20-01-00000.0060	351.6	0.0582	\$ 20.46	1820 THREE SISTERS DR BOCA GRANDE, FL 33921	PB 45 PG 58 LOT 6
12-43-20-01-00000.0070	352.2	0.0582	\$ 20.50	1824 THREE SISTERS DR BOCA GRANDE, FL 33921	PB 45 PG 58 LOT 7
12-43-20-01-00000.0080	418	0.0582	\$ 24.33	1828 THREE SISTERS DR BOCA GRANDE, FL 33921	PB 45 PG 58 LOT 8
12-43-20-01-00000.0090	418	0.0582	\$ 24.33	1850 THREE SISTERS DR BOCA GRANDE, FL 33921	PB 45 PG 57 LOT 9
12-43-20-01-00000.0100	387.2	0.0582	\$ 22.54	1854 THREE SISTERS DR BOCA GRANDE, FL 33921	PB 45 PG 57 LOT 10
12-43-20-01-00000.0110	440	0.0582	\$ 25.61	1858 THREE SISTERS DR BOCA GRANDE, FL 33921	PB 45 PG 57 LOT 11
12-43-20-01-00000.0120	387.2	0.0582	\$ 22.54	1859 THREE SISTERS DR BOCA GRANDE, FL 33921	PB 45 PG 57 LOT 12
12-43-20-01-00000.0130	387.2	0.0582	\$ 22.54	1855 THREE SISTERS DR BOCA GRANDE, FL 33921	PB 45 PG 57 LOT 13

12-43-20-01-00000.0140	644.19	0.0582	\$ 37.49	1851 THREE SISTERS DR BOCA GRANDE, FL 33921	PB 45 PG 57 LOT 14
12-43-20-01-0000A.0010	379.86	0.0582	\$ 22.11	1792 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB29 PG4 PT TRACT A THREE SISTERS ISLAND PB45 PG 58 DESC OR2490 PG3262
12-43-20-05-00000.0780	2412.15	0.0582	\$ 140.39	1704 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 78
12-43-20-05-00000.0790	2429.86	0.0582	\$ 141.42	1708 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 79
12-43-20-05-00000.0800	1917.37	0.0582	\$ 111.59	1712 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 80
12-43-20-05-00000.0810	2553.23	0.0582	\$ 148.60	1716 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 81
12-43-20-05-00000.0820	4561.6	0.0582	\$ 265.49	1720 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 29 PG 5 LOTS 82 + 83
12-43-20-05-00000.0840	2565.77	0.0582	\$ 149.33	1728 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 29 PG 4 LOT 84
12-43-20-05-00000.0850	2609.44	0.0582	\$ 151.87	1732 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 29 PG 4 LOT 85
12-43-20-05-00000.0860	879.47	0.0582	\$ 51.19	1736 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 29 PG 4 LOT 86
12-43-20-05-00000.0870	901.55	0.0582	\$ 52.47	1740 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 29 PG 4 LOT 87
12-43-20-05-00000.0880	1826.33	0.0582	\$ 106.29	1744 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 29 PG 4 LOT 88
12-43-20-05-00000.0890	2968.97	0.0582	\$ 172.79	1748 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 29 PG 4 LOT 89
12-43-20-05-00000.0900	1615.51	0.0582	\$ 94.02	1752 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 29 PG 4 LOT 90
12-43-20-05-00000.0910	2269.32	0.0582	\$ 132.07	1756 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 29 PG 4 LOT 91
12-43-20-05-00000.0920	936.6	0.0582	\$ 54.51	1760 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 29 PG 4 LOT 92
12-43-20-05-00000.0930	1788.85	0.0582	\$ 104.11	1764 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 29 PG 4 LOT 93

12-43-20-05-00000.0940	2402.69	0.0582	\$ 139.84	1768 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 29 PG 4 LOTS 94 + 95
12-43-20-05-00000.0960	3418.43	0.0582	\$ 198.95	1776 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 29 PG 4 LOT 96
12-43-20-05-00000.0970	2960.29	0.0582	\$ 172.29	1780 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 29 PG 4 LOT 97
12-43-20-05-00000.0980	2424.4	0.0582	\$ 141.10	1784 JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 29 PG 4 LOT 98
12-43-20-05-00000.1010	5113.88	0.0582	\$ 297.63	1808 JACK POINT LN BOCA GRANDE, FL 33921	PB 29 PG 4 LOTS 100 + 101
12-43-20-05-00000.1020	2488.29	0.0582	\$ 144.82	1812 JACK POINT LN BOCA GRANDE, FL 33921	PB 29 PG 4 LOT 102
12-43-20-05-00000.1030	2531.93	0.0582	\$ 147.36	1816 JACK POINT LN BOCA GRANDE, FL 33921	PB 29 PG 4 LOT 103
12-43-20-05-00000.1040	1874.9	0.0582	\$ 109.12	1820 JACK POINT LN BOCA GRANDE, FL 33921	PB 29 PG 4 LOT 104
12-43-20-05-00000.1050	1012.09	0.0582	\$ 58.90	1824 JACK POINT LN BOCA GRANDE, FL 33921	PB 29 PG 4 LOT 105
12-43-20-05-00000.1070	2654.18	0.0582	\$ 154.47	1832 JACK POINT LN BOCA GRANDE, FL 33921	PB 29 PG 4 LOTS 106 + 107
12-43-20-06-00000.0010	0.02	0.0582	\$ 0.00	1628 TREASURE LN BOCA GRANDE, FL 33921	PB 44 PG 33 LOT 1
12-43-20-06-00000.0020	0.02	0.0582	\$ 0.00	1630 TREASURE LN BOCA GRANDE, FL 33921	PB 44 PG 33 LOT 2
12-43-20-06-00000.0030	0.02	0.0582	\$ 0.00	1634 TREASURE LN BOCA GRANDE, FL 33921	PB 44 PG 33 LOT 3
12-43-20-06-00000.0040	0.02	0.0582	\$ 0.00	1642 TREASURE LN BOCA GRANDE, FL 33921	PB 44 PG 33 LOT 4
12-43-20-06-00000.0050	0.02	0.0582	\$ 0.00	1646 TREASURE LN BOCA GRANDE, FL 33921	PB 44 PG 33 LOT 5
12-43-20-06-00000.0060	0.02	0.0582	\$ 0.00	1698 TREASURE LN BOCA GRANDE, FL 33921	PB 44 PG 33 LOT 6
12-43-20-06-00000.0070	0.02	0.0582	\$ 0.00	JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 44 PG 33 LOT 7

12-43-20-06-00000.0080	0.01	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 33 LOT 8
12-43-20-06-00000.0090	0.02	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 33 LOT 9
12-43-20-06-00000.0100	0.01	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 33 LOT 10
12-43-20-06-00000.0110	0.01	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 33 LOT 11
12-43-20-06-00000.0120	0.01	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 33 LOT 12
12-43-20-06-00000.0130	0.01	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 33 LOT 13
12-43-20-06-00000.0140	0.01	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 33 LOT 14
12-43-20-06-00000.0150	0.01	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 33 LOT 15
12-43-20-06-00000.0160	0.01	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 33 LOT 16
12-43-20-06-00000.0170	0.02	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 34 LOT 17
12-43-20-06-00000.0180	0.02	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 34 LOT 18
12-43-20-06-00000.0190	0.01	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 34 LOT 19
12-43-20-06-00000.0200	0.02	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 34 LOT 20
12-43-20-06-00000.0210	0.02	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 34 LOT 21
12-43-20-06-00000.0220	0.02	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 34 LOT 22
12-43-20-06-00000.0230	0.02	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 34 LOT 23
12-43-20-06-00000.0240	0.02	0.0582	\$ 0.00	JOSE GASPAS DR BOCA GRANDE, FL 33921	PB 44 PG 34 LOT 24

12-43-20-06-00000.0250	0.02	0.0582	\$ 0.00	JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 44 PG 34 LOT 25
12-43-20-06-00000.0260	0.02	0.0582	\$ 0.00	JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 44 PG 34 LOT 26
12-43-20-06-00000.0270	0.02	0.0582	\$ 0.00	JOSE GASPAR DR BOCA GRANDE, FL 33921	PB 44 PG 34 LOT 27
12-43-20-06-00000.0280	0.04	0.0582	\$ 0.00	JACK POINT LN BOCA GRANDE, FL 33921	PB 44 PG 34 LOT 28
12-43-20-06-00000.0290	0.03	0.0582	\$ 0.00	JACK POINT LN BOCA GRANDE, FL 33921	PB 44 PG 34 LOT 29
12-43-20-06-00000.0300	0.01	0.0582	\$ 0.00	JACK POINT LN BOCA GRANDE, FL 33921	PB 44 PG 34 LOT 30
12-43-20-06-00000.0310	0.02	0.0582	\$ 0.00	JACK POINT LN BOCA GRANDE, FL 33921	PB 44 PG 34 LOT 31
12-43-20-06-00000.0320	0.03	0.0582	\$ 0.00	JACK POINT LN BOCA GRANDE, FL 33921	PB 44 PG 34 LOT 32
12-43-20-06-00000.0330	0.04	0.0582	\$ 0.00	JACK POINT LN BOCA GRANDE, FL 33921	PB 44 PG 34 LOT 33
12-43-20-06-00000.0340	0.03	0.0582	\$ 0.00	JACK POINT LN BOCA GRANDE, FL 33921	PB 44 PG 34 LOT 34
12-43-20-06-00000.0350	0.03	0.0582	\$ 0.00	JACK POINT LN BOCA GRANDE, FL 33921	PB 44 PG 34 LOT 35
13-43-20-04-0000E.0000	1291.8	0.0582	\$ 75.18	250 HARBOR DR BOCA GRANDE, FL 33921	PB 25 GP 55 DESC OR 1093 PG 1535 LOT E
13-43-20-04-0000F.0000	1392.39	0.0582	\$ 81.04	260 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PGS 54 + 55 DESC OR 1211 PG 2125 LOT F
13-43-20-04-0000G.0000	301.6	0.0582	\$ 17.55	264 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 54 DESC OR 35 PG 315 LOT G
13-43-20-04-0000H.0000	900	0.0582	\$ 52.38	270 HARBOR DR BOCA GRANDE, FL 33921	PB 25/55 DESC OR956/254 LOT H + VAC R/W 1066/738
13-43-20-04-0000I.0000	1524.5	0.0582	\$ 88.73	280 HARBOR DR BOCA GRANDE, FL 33921	PB 25/55 DESC OR956/254 LOT I + J+ VAC R/W1066/738
14-43-20-00-00002.0000	11134.04	0.0582	\$ 648.00	500 PALM AVE/888 7TH ST E BOCA GRANDE, FL 33921	S OF 12TH ST + E 1/2 OF SE 1/4 E BAYOU + L M N AREA 8

14-43-20-00-00003.0030	1217.23	0.0582	\$ 70.84	433 4TH ST W BOCA GRANDE, FL 33921	SEC 14 TWP 43 R 20 DESC IN OR 1247 PG 0444
14-43-20-01-00001.0010	1712.8	0.0582	\$ 99.68	211 BANYAN ST BOCA GRANDE, FL 33921	LOTS 1 + 2 DESC OR 740 P 82
14-43-20-01-00001.0030	2526.34	0.0582	\$ 147.03	235 WHISKEY ROW BOCA GRANDE, FL 33921	PB 7 PG 1 LTS 3 4 + 17FT DESC IN OR 3196 PG 376
14-43-20-01-00001.0050	1845.78	0.0582	\$ 107.42	245 WHISKEY ROW BOCA GRANDE, FL 33921	BOCA GRANDE BLK 1 PG 7 P1 LOT 5 + PT LT 6 DESC OR 3249 PG 2414
14-43-20-01-00001.0060	2472.74	0.0582	\$ 143.91	255 WHISKEY ROW BOCA GRANDE, FL 33921	BOCA GRANDE PB 7 PGS 1 + 1A BLK 1 PT LOT 6 + ALL LOT 7 DESC OR 3249 PG 2411
14-43-20-01-00001.0080	2004.07	0.0582	\$ 116.64	300 3RD ST W BOCA GRANDE, FL 33921	BLK 1 PB 7 PG 1 LOTS 8 + 9 DESC OR 82 PG 434
14-43-20-01-00001.0100	883.28	0.0582	\$ 51.41	231 GILCHRIST AVE BOCA GRANDE, FL 33921	LOTS 10 + 11 + 12 DESC OR 740 P 82
14-43-20-01-00001.0130	577.34	0.0582	\$ 33.60	241 GILCHRIST AVE BOCA GRANDE, FL 33921	PB 7 PG 1 LOT 13
14-43-20-01-00001.0140	1503.06	0.0582	\$ 87.48	251 GILCHRIST AVE BOCA GRANDE, FL 33921	BLK 1 LOTS 14 + 15 PB 7 PGS 1 + 1A
14-43-20-01-00001.0160	566.5	0.0582	\$ 32.97	271 GILCHRIST AVE BOCA GRANDE, FL 33921	PB 7 PGS 1 + 1A BLK 1 LOT 16
14-43-20-01-00001.0170	1100	0.0582	\$ 64.02	GILCHRIST AVE BOCA GRANDE, FL 33921	BLK 1 LOTS 17 + 18 DESC OR 150 PG 48
14-43-20-01-00002.0010	3715.78	0.0582	\$ 216.26	121 GILCHRIST AVE BOCA GRANDE, FL 33921	RECORDED IN PB 7 P 1 DESC IN OR 1267 PG 1438
14-43-20-01-00002.001A	1576.01	0.0582	\$ 91.72	111 GILCHRIST AVE BOCA GRANDE, FL 33921	RECORDED IN PB 7 P 1 DESC IN OR 1210 P 862
14-43-20-01-00002.001B	385	0.0582	\$ 22.41	133 GILCHRIST AVE BOCA GRANDE, FL 33921	PB 7 PG 1 DESC IN OR 1986 PG 4613
14-43-20-01-00002.0080	1745.7	0.0582	\$ 101.60	200 BANYAN ST BOCA GRANDE, FL 33921	BOCA GRANDE BLK 2 PB 7 PG 1 LOTS 8 + 9
14-43-20-01-00002.0100	572.21	0.0582	\$ 33.30	101 1ST ST W BOCA GRANDE, FL 33921	PG 1 LT 10 PT TH ELY 144 FT OF TH SLY 37FT OF LT 10
14-43-20-01-00002.0120	385	0.0582	\$ 22.41	135 GILCHRIST AVE BOCA GRANDE, FL 33921	BLK 2 PT LT 12 DESC OR 2680 PG 4096

14-43-20-01-00002.0130	1046.71	0.0582	\$ 60.92	141 GILCHRIST AVE BOCA GRANDE, FL 33921	PT LTS 13 + 14 DESC OR 3116 PG 2642
14-43-20-01-00002.0150	2403.34	0.0582	\$ 139.87	161 GILCHRIST AVE BOCA GRANDE, FL 33921	LTS 6 + 7 + PT LOT 5 PER OR 3116 PG 2642 + 15 + 16
14-43-20-01-00002.0170	931.45	0.0582	\$ 54.21	210 BANYAN ST BOCA GRANDE, FL 33921	BOCA GRANDE BLK 2 PB 7 PG 1 LOTS 17 + 18
14-43-20-01-00003.0010	628.59	0.0582	\$ 36.58	121 1ST ST W BOCA GRANDE, FL 33921	PART OF LOTS 1 2 3 AND 6 7 + 8 DESC OR 2947 PG 1985 LESS INST 2005-173690
14-43-20-01-00003.001A	1071.29	0.0582	\$ 62.35	140 GILCHRIST AVE BOCA GRANDE, FL 33921	7 PG 1 PT OF LOTS 1 + 2 LOT 3 + PT LOT 4 DESC OR 2947 PG 1990
14-43-20-01-00003.001B	250.87	0.0582	\$ 14.60	131 PARK AVE BOCA GRANDE, FL 33921	BOCA GRANDE BLK 3 PB 7 PG 1 PT OF LOTS 3 + 8 DESC OR 2947 PG 1980
14-43-20-01-00003.001C	677.13	0.0582	\$ 39.41	125 1ST ST W BOCA GRANDE, FL 33921	BOCA GRANDE BLK 3 PB 7 PG 1 PT OF LOTS 6 7 + 8 DESC OR 2947 PG 1975
14-43-20-01-00003.0050	1269.75	0.0582	\$ 73.90	150 GILCHRIST AVE BOCA GRANDE, FL 33921	PG 1 BLK 3 N 20FT OF LT 4+ LT 5 + S 20FT LTS 11 12 13
14-43-20-01-00003.0090	908.11	0.0582	\$ 52.85	141 PARK AVE BOCA GRANDE, FL 33921	BLK 3 PB 7 PG 1 LOT 9 + N 10 FT LOT 8
14-43-20-01-00003.0100	405	0.0582	\$ 23.57	151 PARK AVE BOCA GRANDE, FL 33921	LOT 10 DESC OR 221 PG 319
14-43-20-01-00003.0110	1131	0.0582	\$ 65.82	220 BANYAN ST BOCA GRANDE, FL 33921	PG 1 LOT 11 + W33FT LT 12 DESC OR 790/628 2305/1741
14-43-20-01-00003.0130	1178.75	0.0582	\$ 68.60	222 BANYAN ST BOCA GRANDE, FL 33921	1LT 13 + E17 FT LT 12 DESC OR0797/489 LESOR2305/1471
14-43-20-01-00003.0140	953.91	0.0582	\$ 55.52	224 BANYAN ST BOCA GRANDE, FL 33921	BLK 3 LOT 14 + THE W 20 FT LOT 15
14-43-20-01-00003.0160	1140.6	0.0582	\$ 66.38	171 PARK AVE BOCA GRANDE, FL 33921	PB 7 PG 1 LOT 16 + E 30 FT LOT 15
14-43-20-01-00004.0010	1061.17	0.0582	\$ 61.76	240 GILCHRIST AVE BOCA GRANDE, FL 33921	PB 7 PG 1 THE N 1/2 OF LTS 1 + 2 LESS E 5 FT OF LOT 2
14-43-20-01-00004.001A	1126	0.0582	\$ 65.53	221 BANYAN ST BOCA GRANDE, FL 33921	PORT OF LOT 2 + ALL LOT 3 AS DESC IN INST# 2009000095488
14-43-20-01-00004.001B	355.6	0.0582	\$ 20.70	CORNER LOT BOCA GRANDE, FL 33921	BOCA GRANDE BLK 4 PB 7 P1 S 1/2 OF LOTS 1 + 2 AS DESC IN INST# 2009000095488

14-43-20-01-00004.0040	324.58	0.0582	\$ 18.89	225 BANYAN ST BOCA GRANDE, FL 33921	BLK 4 PB 7 PG 1 LOT 4
14-43-20-01-00004.0050	1281.3	0.0582	\$ 74.57	231 PARK AVE BOCA GRANDE, FL 33921	BLK 4 PB 7 PG 1 LOTS 5 + 6
14-43-20-01-00004.0070	649.91	0.0582	\$ 37.82	250 GILCHRIST AVE BOCA GRANDE, FL 33921	BLK 4 PB 7 PG 1 LOT 7
14-43-20-01-00004.0080	642.07	0.0582	\$ 37.37	260 GILCHRIST AVE BOCA GRANDE, FL 33921	BOCA GRANDE BLK 4 PB 7 PG 1 LOTS 8 + 9
14-43-20-01-00004.0100	927.58	0.0582	\$ 53.99	280 GILCHRIST AVE BOCA GRANDE, FL 33921	BLK 4 PB 7 PG 1 LOT 10
14-43-20-01-00004.0110	898.48	0.0582	\$ 52.29	290 GILCHRIST AVE BOCA GRANDE, FL 33921	BOCA GRANDE BLK 4 PB 7 PG 1 LOT 11
14-43-20-01-00004.0120	814.79	0.0582	\$ 47.42	251 PARK AVE BOCA GRANDE, FL 33921	BOCA GRANDE BLK 4 PB 7 PG 1 LOT 12 + S 20 FT LOT 13
14-43-20-01-00004.0140	766.68	0.0582	\$ 44.62	271 PARK AVE BOCA GRANDE, FL 33921	BLK 4 LTS 14 + PT 13 LOT 14 + N 30 FT OF LOT 13
14-43-20-01-00004.0150	931.5	0.0582	\$ 54.21	281 PARK AVE BOCA GRANDE, FL 33921	BLK 4 PB 7 PG 1 LOT 15
14-43-20-01-00004.0160	763.88	0.0582	\$ 44.46	291 PARK AVE BOCA GRANDE, FL 33921	BOCA GRANDE BLK 4 PB 7 PG 1 LOT 16
14-43-20-01-00006.0010	769.32	0.0582	\$ 44.77	233 BANYAN ST BOCA GRANDE, FL 33921	BLK 6 PB 7 PG 1 LOT 1
14-43-20-01-00006.0020	326.66	0.0582	\$ 19.01	220 PARK AVE BOCA GRANDE, FL 33921	BLK 6 PB 7 PG 1 LOTS 2 + 3
14-43-20-01-00006.0100	362.52	0.0582	\$ 21.10	235 BANYAN ST BOCA GRANDE, FL 33921	BLK 6 PB 7 PG 1 LOT 10
14-43-20-01-00006.0110	368.04	0.0582	\$ 21.42	221 WEST RAILROAD AVE BOCA GRANDE, FL 33921	BLK 6 PB 7 PG 1 LOTS 11 + 12
14-43-20-01-00007.0010	290.08	0.0582	\$ 16.88	280 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK 7 PB 7 PG 1 LOTS 1 THRU 3 + POR OF VAC ALLEY OR 4401/1938
14-43-20-01-00007.0040	330.5	0.0582	\$ 19.24	270 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK.7 PB 7 PG 1 LOTS 4 + 5 + POR OF VAC ALLEY OR 4401/1938
14-43-20-01-00007.0060	625.09	0.0582	\$ 36.38	260 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK 7 PB 7 PG 1 LOTS 6 THRU 8 + OR 1728/858 + POR OF VAC ALLEY OR 4401/1938

14-43-20-01-00007.0090	407.62	0.0582	\$ 23.72	261 PALM AVE BOCA GRANDE, FL 33921	BLK 7 PB 7 PG 1 LOT 9 + OR 1728 PG 856 + POR OF VAC ALLEY OR 4401/1938
14-43-20-01-00007.0100	619.09	0.0582	\$ 36.03	267 PALM AVE BOCA GRANDE, FL 33921	BLK 7 PB 7 PG 1 LOT 10 + POR OF VAC ALLEY IN OR 4401/1938
14-43-20-01-00007.0110	559.6	0.0582	\$ 32.57	271 PALM AVE BOCA GRANDE, FL 33921	BLK 7 PB 7 PG 1 LOT 11 + POR VAC ALLEY IN OR 4401 PG 1938
14-43-20-01-00007.0120	565.86	0.0582	\$ 32.93	291 PALM AVE BOCA GRANDE, FL 33921	LOT 12 + POR OF VAC ALLEY IN OR 4401/1938
14-43-20-01-00008.0010	562.46	0.0582	\$ 32.74	350 3RD ST E BOCA GRANDE, FL 33921	BLK 8 PB 7 PG 1 LOT 1
14-43-20-01-00008.0020	1886.36	0.0582	\$ 109.79	260-280 PALM AVE BOCA GRANDE, FL 33921	BOCA GRANDE BLK 8 PB 7 PG 1 LOTS 2 THRU 6
14-43-20-01-00008.0070	595.02	0.0582	\$ 34.63	354 3RD ST E BOCA GRANDE, FL 33921	BLK 8 PB 7 PG 1 LOTS 7 + 8
14-43-20-01-00009.0010	597.26	0.0582	\$ 34.76	290 TARPON AVE BOCA GRANDE, FL 33921	BLK 9 PB 7 PG 1 LOT 1
14-43-20-01-00009.0020	351.2	0.0582	\$ 20.44	270 TARPON AVE BOCA GRANDE, FL 33921	BLK 9 PB 7 PG 1 LOTS 2 + 3
14-43-20-01-00009.0040	408.59	0.0582	\$ 23.78	260 TARPON AVE BOCA GRANDE, FL 33921	BLK 9 PB 7 PG 1 LOT 4
14-43-20-01-00009.0050	428.66	0.0582	\$ 24.95	261 LEE AVE BOCA GRANDE, FL 33921	BLK 9 PB 7 PG 1 LOT 5
14-43-20-01-00009.0060	243.65	0.0582	\$ 14.18	271 LEE AVE BOCA GRANDE, FL 33921	BOCA GRANDE BLK 9 PB 7 PG 1 LOT 6
14-43-20-01-00009.0070	654.81	0.0582	\$ 38.11	281 LEE AVE BOCA GRANDE, FL 33921	BLK 9 PB 7 PG 1 LOT 7
14-43-20-01-00009.0080	476.7	0.0582	\$ 27.74	291 LEE AVE BOCA GRANDE, FL 33921	PB 7 PG 1 LOT 8
14-43-20-01-00012.0010	371.96	0.0582	\$ 21.65	460 4TH ST E BOCA GRANDE, FL 33921	BLK 12 PB 7 PG 1 LOT 1
14-43-20-01-00012.0020	508.8	0.0582	\$ 29.61	380 TARPON AVE BOCA GRANDE, FL 33921	BLK 12 PB 7 PG 1 LOT 2
14-43-20-01-00012.0030	464	0.0582	\$ 27.00	370 TARPON AVE BOCA GRANDE, FL 33921	BLK.12 PB 7 PG 1 LOT 3

14-43-20-01-00012.0040	364.62	0.0582	\$ 21.22	360 TARPON AVE BOCA GRANDE, FL 33921	BOCA GRANDE BLK 12 PB 7 PG 1 LOT 4
14-43-20-01-00012.0050	604.51	0.0582	\$ 35.18	350 TARPON AVE BOCA GRANDE, FL 33921	BLK 12 PB 7 PG 1 LOT 5
14-43-20-01-00012.0060	351.3	0.0582	\$ 20.45	340 TARPON AVE BOCA GRANDE, FL 33921	BLK.12 PB 7 PG 1 LOT 6
14-43-20-01-00012.0070	537.18	0.0582	\$ 31.26	330 TARPON AVE BOCA GRANDE, FL 33921	BLK 12 PB 7 PG 1 LOT 7
14-43-20-01-00012.0080	490.2	0.0582	\$ 28.53	320 TARPON AVE BOCA GRANDE, FL 33921	BLK 12 PB 7 PG 1 LOT 8
14-43-20-01-00012.0090	477.88	0.0582	\$ 27.81	361 3RD ST E BOCA GRANDE, FL 33921	BLK 12 PB 7 PG 1 LOT 9
14-43-20-01-00012.0100	354.58	0.0582	\$ 20.64	365 3RD ST E BOCA GRANDE, FL 33921	BLK 12 PB 7 PG 1 LOT 10
14-43-20-01-00012.0110	486.69	0.0582	\$ 28.33	321 LEE AVE BOCA GRANDE, FL 33921	PB 7 PG 1 LOT 11 LESS N 16.26 FT OF E 50 FT LT 11
14-43-20-01-00012.0120	336.64	0.0582	\$ 19.59	331 LEE AVE BOCA GRANDE, FL 33921	BOCA GRANDE BLK 12 PB 7 PG 1 S 1/2 LT 12 + N 16 FT OF E 50 FT OF LT 11
14-43-20-01-00012.0130	443.86	0.0582	\$ 25.83	341 LEE AVE BOCA GRANDE, FL 33921	BLK 12 PB 7 PG 1 LOT 13 + N 1/2 OF LT 12
14-43-20-01-00012.0140	355.18	0.0582	\$ 20.67	351 LEE AVE BOCA GRANDE, FL 33921	BLK 12 PB 7 PG 1 LOT 14
14-43-20-01-00012.0150	498.31	0.0582	\$ 29.00	361 LEE AVE BOCA GRANDE, FL 33921	BLK 12 PB 7 PG 1 LOT 15
14-43-20-01-00012.0160	526.4	0.0582	\$ 30.64	371 LEE AVE BOCA GRANDE, FL 33921	BLK.12 PB 7 PG 1 LOT 16
14-43-20-01-00012.0170	383.07	0.0582	\$ 22.29	381 LEE AVE BOCA GRANDE, FL 33921	BLK 12 PB 7 PG 1 LOT 17
14-43-20-01-00012.0180	582.65	0.0582	\$ 33.91	391 LEE AVE BOCA GRANDE, FL 33921	BLK 12 PB 7 PG 1 LOT 18
14-43-20-01-00013.0010	652.81	0.0582	\$ 37.99	450 4TH ST E BOCA GRANDE, FL 33921	BLK 13 PB 7 PG 1 LOT 1
14-43-20-01-00013.0020	157.99	0.0582	\$ 9.20	380 PALM AVE BOCA GRANDE, FL 33921	BLK 13 PB 7 PG 1 LOT 2 + PT LOT 3

14-43-20-01-00013.0030	231.05	0.0582	\$ 13.45	370 PALM AVE BOCA GRANDE, FL 33921	BLK 13 PB 7 PB 1 LOT 3 + PT LOT 2
14-43-20-01-00013.0050	251.98	0.0582	\$ 14.67	342 PALM AVE BOCA GRANDE, FL 33921	BLK 13 PB 7 PG 1 LOT PT 5
14-43-20-01-00013.0060	461.61	0.0582	\$ 26.87	340 PALM AVE BOCA GRANDE, FL 33921	BLK 13 PB 7 PG 1 LOT 6
14-43-20-01-00013.0090	538.31	0.0582	\$ 31.33	310 PALM AVE BOCA GRANDE, FL 33921	PG 1 LOTS 8 + 9 LESS PARL DESC IN OR 508 P 432
14-43-20-01-00013.0100	276.54	0.0582	\$ 16.09	311 TARPON AVE BOCA GRANDE, FL 33921	BLK 13 PB 7 PG 1 LOT 10
14-43-20-01-00013.0110	346.29	0.0582	\$ 20.15	321 TARPON AVE BOCA GRANDE, FL 33921	BLK 13 PB 7 PG 1 LOT 11
14-43-20-01-00013.0120	612.57	0.0582	\$ 35.65	331 TARPON AVE BOCA GRANDE, FL 33921	BLK 13 PB 7 PG 1 LOT 12
14-43-20-01-00013.0130	400.9	0.0582	\$ 23.33	341 TARPON AVE BOCA GRANDE, FL 33921	BLK 13 PB 7 PG 1 LOT 13
14-43-20-01-00013.0140	490.79	0.0582	\$ 28.56	351 TARPON AVE BOCA GRANDE, FL 33921	BLK 13 PB 7 PG 1 LOT 14
14-43-20-01-00013.0150	389.79	0.0582	\$ 22.69	361 TARPON AVE BOCA GRANDE, FL 33921	BLK 13 PB 7 PG 1 LOT 15
14-43-20-01-00013.0160	362.79	0.0582	\$ 21.11	371 TARPON AVE BOCA GRANDE, FL 33921	BLK 13 PB 7 PG 1 LOT 16
14-43-20-01-00013.0170	192.22	0.0582	\$ 11.19	381 TARPON AVE BOCA GRANDE, FL 33921	BLK 13 PB 7 PG 1 LOTS 17 + 18
14-43-20-01-00014.0010	269.47	0.0582	\$ 15.68	390 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK.14 PB 7 PG 1 LOTS 1 + 2
14-43-20-01-00014.0030	495.88	0.0582	\$ 28.86	384 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK 14 PB 7 PG 1 LOT 3
14-43-20-01-00014.0040	509.51	0.0582	\$ 29.65	380 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK 14 PB 7 PG 1 LOTS 4 + 5
14-43-20-01-00014.0140	350.4	0.0582	\$ 20.39	330 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK 14 PB 7 PG 1 LOT 13 + 14
14-43-20-01-00014.0150	391.16	0.0582	\$ 22.77	320 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK 14 PB 7 PG 1 LOTS 15 + 16

14-43-20-01-00014.0170	340.12	0.0582	\$ 19.79	310 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK 14 PB 7 PG 1 LOTS 17 + 18
14-43-20-01-00014.0190	574.43	0.0582	\$ 33.43	311 PALM AVE BOCA GRANDE, FL 33921	BOCA GRANDE BLK 14 PB 7 PG 1 LOTS 19 + 20
14-43-20-01-00014.0210	288.84	0.0582	\$ 16.81	341 PALM AVE BOCA GRANDE, FL 33921	BLK 14 PB 7 PG 1 LOTS 21 + 22
14-43-20-01-00014.0260	277.14	0.0582	\$ 16.13	381 PALM AVE BOCA GRANDE, FL 33921	BOCA GRANDE BLK 14 PB 7 PG 1 LOT 26
14-43-20-01-00014.027A	607.32	0.0582	\$ 35.35	444 4TH ST E BOCA GRANDE, FL 33921	BLK 14 PB 7 PG 1 W 75 FT LOT 27
14-43-20-01-00014.027B	249.4	0.0582	\$ 14.52	446 4TH ST E BOCA GRANDE, FL 33921	BLK 14 PB 7 PG 1 E 25 FT LOT 27
14-43-20-01-00015.0010	697.43	0.0582	\$ 40.59	390 PARK AVE BOCA GRANDE, FL 33921	BLK 15 PB 7 PG 1 LOTS 1 THRU 4 INCL
14-43-20-01-00015.0050	210.39	0.0582	\$ 12.24	370 PARK AVE BOCA GRANDE, FL 33921	BLK 15 PB 7 PG 1 LOT 5
14-43-20-01-00015.0060	241.79	0.0582	\$ 14.07	360 PARK AVE BOCA GRANDE, FL 33921	BLK 15 PB 7 PG 1 LOT 6
14-43-20-01-00015.0070	158.65	0.0582	\$ 9.23	354 PARK AVE BOCA GRANDE, FL 33921	BOCA GRANDE BLK 15 PB 7 PG 1 LOTS 7 + 8
14-43-20-01-00015.0090	708.85	0.0582	\$ 41.26	350 PARK AVE BOCA GRANDE, FL 33921	BLK 15 PB 7 PG 1 LOTS 9 + N 1/2 LOT 10
14-43-20-01-00015.0110	665.45	0.0582	\$ 38.73	340 PARK AVE BOCA GRANDE, FL 33921	PB 7 PG 1 LOTS 11 12 13 + S 1/2 OF LOT 10
14-43-20-01-00016.0040	562.05	0.0582	\$ 32.71	360 GILCHRIST AVE BOCA GRANDE, FL 33921	BLK.16 PB 7 PG 1 LOT 4
14-43-20-01-00016.0050	700.42	0.0582	\$ 40.76	350 GILCHRIST AVE BOCA GRANDE, FL 33921	BLK 16 PB 7 PG 1 LOT 5
14-43-20-01-00016.0060	825.33	0.0582	\$ 48.03	340 GILCHRIST AVE BOCA GRANDE, FL 33921	BLK 16 PB 7 PG 1 LOT 6
14-43-20-01-00016.0100	387.76	0.0582	\$ 22.57	301 PARK AVE BOCA GRANDE, FL 33921	BLK 16 PB 7 PG 1 LOTS 10 + 11
14-43-20-01-00016.0120	168.75	0.0582	\$ 9.82	311 PARK AVE BOCA GRANDE, FL 33921	BLK 16 PB 7 PG 1 LOTS 12 THRU 13

14-43-20-01-00016.0140	1315.65	0.0582	\$ 76.57	321 PARK AVE BOCA GRANDE, FL 33921	BOCA GRANDE BLK 16 PB 7 PG 1 LOTS 14 + 15
14-43-20-01-00016.0160	1296.31	0.0582	\$ 75.45	333 PARK AVE BOCA GRANDE, FL 33921	BLK 16 PB 7 PG 1 LOTS 16 THRU 19 INCL
14-43-20-01-00016.0220	711.76	0.0582	\$ 41.42	371 PARK AVE BOCA GRANDE, FL 33921	BOCA GRANDE BLK 16 PB 7 PG 1 LOTS 22 + 23
14-43-20-01-00016.0240	456.31	0.0582	\$ 26.56	375 PARK AVE BOCA GRANDE, FL 33921	BLK 16 PB 7 PG 1 LOT 24
14-43-20-01-00016.0250	1080.67	0.0582	\$ 62.89	428 4TH ST W BOCA GRANDE, FL 33921	BLK 16 PB 7 PG 1 LOTS 25 THRU 27 INCL
14-43-20-01-00017.0010	1289.57	0.0582	\$ 75.05	400 4TH ST W BOCA GRANDE, FL 33921	BLK 17 PB 7 PG 1 LOTS 1 + 2
14-43-20-01-00017.0030	2068.7	0.0582	\$ 120.40	361 GILCHRIST AVE BOCA GRANDE, FL 33921	BLK 17 PB 7 PG 1 LOTS 3 + 4 + 15 + 16
14-43-20-01-00017.0050	1825.95	0.0582	\$ 106.27	351 GILCHRIST AVE BOCA GRANDE, FL 33921	BLK 17 PB 7 PG 1 LOTS 5 + 14
14-43-20-01-00017.0060	4692.85	0.0582	\$ 273.12	341 GILCHRIST AVE BOCA GRANDE, FL 33921	BOCA GRANDE BLK 17 PB 7 PG 1 LOTS 6 + 7 + 12 + 13
14-43-20-01-00017.0080	2941.06	0.0582	\$ 171.17	301 3RD ST W BOCA GRANDE, FL 33921	BLK 17 PB 7 PG 1 LOTS 8 + 9 + PORT OF LOTS 10 + 11
14-43-20-01-00017.0100	358.98	0.0582	\$ 20.89	331 GILCHRIST AVE BOCA GRANDE, FL 33921	BLK 17 PB 7 PG 1 POR OF LOTS 10 + 11 AS DESC IN INST #2011000159488
14-43-20-01-00017.0170	1067.71	0.0582	\$ 62.14	371 GILCHRIST AVE BOCA GRANDE, FL 33921	BLK 17 PB 7 PG 1 LOTS 17 + 18
14-43-20-01-00021.0010	922.89	0.0582	\$ 53.71	480 EAST RAILROAD AVE BOCA GRANDE, FL 33921	LOTS 1 THRU 12 + PT OF 13 DESC IN OR 2835 PG 3969
14-43-20-01-00021.0140	333.28	0.0582	\$ 19.40	430 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BOCA GRANDE PB 7 PG 1 BLK 21 LTS 14 +15 + PT OF LT 13
14-43-20-01-00021.0160	552.56	0.0582	\$ 32.16	420 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK.21 PB 7 PG 1 LOTS 16 THRU 18
14-43-20-01-00021.0190	279.79	0.0582	\$ 16.28	411 PALM AVE BOCA GRANDE, FL 33921	BLK 21 PB 7 PG 1 LOT 19
14-43-20-01-00021.0200	235.7	0.0582	\$ 13.72	421 PALM AVE BOCA GRANDE, FL 33921	BLK 21 PB 7 PG 1 LOT 20

14-43-20-01-00021.0210	304.02	0.0582	\$ 17.69	431 PALM AVE BOCA GRANDE, FL 33921	BOCA GRANDE BLK 21 PB 7 PG 1 LOT 21
14-43-20-01-00021.0220	256.84	0.0582	\$ 14.95	441 PALM AVE BOCA GRANDE, FL 33921	BLK 21 PB 7 PG 1 LOT 22
14-43-20-01-00021.0230	505.31	0.0582	\$ 29.41	451 PALM AVE BOCA GRANDE, FL 33921	BOCA GRANDE BLK 21 PB 7 PG 1 LOT 23
14-43-20-01-00021.0240	486.2	0.0582	\$ 28.30	461 PALM AVE BOCA GRANDE, FL 33921	BLK.21 PB 7 PG 1 LOT 24
14-43-20-01-00021.0250	455.2	0.0582	\$ 26.49	471 PALM AVE BOCA GRANDE, FL 33921	BLK 21 PB 7 PG 1 LOT 25 + S 1/2 LOT 26
14-43-20-01-00021.0270	650	0.0582	\$ 37.83	491 PALM AVE BOCA GRANDE, FL 33921	BLK 21 PB 7 PG 1 N 1/2 LOT 26 + ALL LOT 27
14-43-20-01-00022.0010	2219.12	0.0582	\$ 129.15	490 PALM AVE BOCA GRANDE, FL 33921	BLK 22 PB 7 PG 1 LOTS 1-11 + 14-18
14-43-20-01-00022.0120	590.93	0.0582	\$ 34.39	431 TARPON AVE BOCA GRANDE, FL 33921	BLK 22 PB 7 PG 1 LOTS 12 + 13
14-43-20-01-00023.0010	830.33	0.0582	\$ 48.33	490 TARPON AVE BOCA GRANDE, FL 33921	BLK 23 PB 7 PG 1 LOTS 1 + 2 + 17 + 18
14-43-20-01-00023.0030	488.15	0.0582	\$ 28.41	470 TARPON AVE BOCA GRANDE, FL 33921	BLK.23 PB 7 PG 1 LOT 3 + N 25 FT LOT 4
14-43-20-01-00023.0040	585.41	0.0582	\$ 34.07	450 TARPON AVE BOCA GRANDE, FL 33921	PB 7 PG 1 LOT 4 LESS N 25 FT + LOTS 5 + 6
14-43-20-01-00023.0070	842.1	0.0582	\$ 49.01	420 TARPON AVE BOCA GRANDE, FL 33921	BLK 23 PB 7 PG 1 LOTS 7 8 + 9
14-43-20-01-00023.0100	769.22	0.0582	\$ 44.77	411 LEE AVE BOCA GRANDE, FL 33921	BLK 23 PB 7 PG 61 LOTS 10 + 11
14-43-20-01-00023.0130	388.8	0.0582	\$ 22.63	441 LEE AVE BOCA GRANDE, FL 33921	PB 7 PG 61 PT LOTS 13 + 14 DESC OR 1031 PG 1228 + LOT 12
14-43-20-01-00023.0140	600.44	0.0582	\$ 34.95	451 LEE AVE BOCA GRANDE, FL 33921	LOTS 15 + 16 + PT LTS 13 + 14 DESC IN OR 1775/3338
14-43-20-01-00033.0010	7111.86	0.0582	\$ 413.91	801 GASPARILLA RD BOCA GRANDE, FL 33921	PG 1 ALL BLK 33 + 34 + CLSD ST BTW + SHORE LANE
14-43-20-01-00035.0010	466.2	0.0582	\$ 27.13	941 9TH ST W BOCA GRANDE, FL 33921	BLK 35 PB 7 PG 1 LOTS 1 3 5 + E 1/2 LT 7

14-43-20-01-00035.0020	196	0.0582	\$ 11.41	1040 10TH ST W BOCA GRANDE, FL 33921	BOCA GRANDE BLK 35 PB 7 PG 1 LOTS 2 + 4 + 6 + E 1/2 LOT 8
14-43-20-01-00035.0080	710.4	0.0582	\$ 41.35	1030 10TH ST W BOCA GRANDE, FL 33921	BOCA GRANDE BLK 35 PB 7 PG 1 W 1/2 LOT 8 + LOT 10
14-43-20-01-00035.0090	789.1	0.0582	\$ 45.93	921 9TH ST W BOCA GRANDE, FL 33921	BLK 35 PB 7/1 LTS 9 + 11+ W1/2 LT 7+VAC SHORE LN ADJ
14-43-20-01-00035.0210	5130.5	0.0582	\$ 298.60	1000 10TH ST W BOCA GRANDE, FL 33921	21 THRU 25 +VAC SHORE LN ADJ
14-43-20-01-00036.0020	515.89	0.0582	\$ 30.02	1140 11TH ST W BOCA GRANDE, FL 33921	BLK 36 PB 7 PG 1 LOT 2 + PT LOT 4 DESC OR 743 PG 384
14-43-20-01-00036.0030	814.08	0.0582	\$ 47.38	1031 10TH ST W BOCA GRANDE, FL 33921	BLK 36 PB 7 PG 1 LTS 3 + 5 LESS W 25 FT
14-43-20-01-00036.0060	592.54	0.0582	\$ 34.49	1120/1126 11TH ST W BOCA GRANDE, FL 33921	PB 7 PG 1 LT 6 + PT LT 4 DESC OR 696 PG 787
14-43-20-01-00036.0070	583.59	0.0582	\$ 33.96	1021 10TH ST W BOCA GRANDE, FL 33921	PB 7 PG 1 LOT 7 + W 25FT OF 5 + SLY 95FT OF THE ELY 25 OF LOT 9
14-43-20-01-00036.0080	2124.82	0.0582	\$ 123.66	1110 11TH ST W BOCA GRANDE, FL 33921	PB 7 PG 1 LTS 8 THRU 10 + 21 THRU 25 + SHORE LINE LESS SLY 95FT OF THE ELY 25 OF LOT 9
14-43-20-01-00037.0010	815.8	0.0582	\$ 47.48	1141 11TH ST W BOCA GRANDE, FL 33921	BLK 37 PB 7 PG 1 LOTS 1 3 + S 15 FT 2 + 4
14-43-20-01-00037.0020	637.5	0.0582	\$ 37.10	1240 12TH ST W BOCA GRANDE, FL 33921	BLK 37 PB 7 PG 1 LOTS 2 + 4 LESS S 15 FT
14-43-20-01-00037.0050	1419.13	0.0582	\$ 82.59	1121 11TH ST W BOCA GRANDE, FL 33921	BLK 37 PB 7 PG 1 LOTS 5 + 7 + 9 + SHORE LANE
14-43-20-01-00037.0060	1109.03	0.0582	\$ 64.55	1230 12TH ST W BOCA GRANDE, FL 33921	PB 7 PG 1 + 1A LTS 6 + 8
14-43-20-01-00037.0100	1473.56	0.0582	\$ 85.76	1210 12TH ST W BOCA GRANDE, FL 33921	PG 1 + 1A LTS 10 24 25 + N1/2 LT 23 + VAC SHORE LN
14-43-20-01-00037.0210	2102.51	0.0582	\$ 122.37	1111 11TH ST W BOCA GRANDE, FL 33921	PG 1 LTS 21+ 22+ S 1/2 LT 23 + VAC SHORE LN ADJ
14-43-20-01-00038.0010	559.61	0.0582	\$ 32.57	1241 12TH ST W BOCA GRANDE, FL 33921	BLK 38 PB 7 PG 1 LOTS 1 + 3
14-43-20-01-00038.0020	1255.03	0.0582	\$ 73.04	1340 13TH ST W BOCA GRANDE, FL 33921	BLK 38 PB 7 PG 1 LOTS 2 + 4 + 6

14-43-20-01-00038.0050	465	0.0582	\$ 27.06	1231 12TH ST W BOCA GRANDE, FL 33921	BLK 38 PB 7 PG 1 LOT 5
14-43-20-01-00038.0070	2920.72	0.0582	\$ 169.99	1221 12TH ST W BOCA GRANDE, FL 33921	PB 7 PG 1 LTS 7 9 21 22 S 1/2 LT 23 + SHORE LANE
14-43-20-01-00038.0080	2644.84	0.0582	\$ 153.93	1300 13TH ST W BOCA GRANDE, FL 33921	PG 1 LOTS 8 10 24 25 N 1/2 LOT 23+ SH LN ADJ TO LOT 10
14-43-20-01-00039.0010	774.28	0.0582	\$ 45.06	1321 13TH ST W BOCA GRANDE, FL 33921	LTS 1+3+5+7+9 + VAC R/W ALSO S 5FT OF LTS 6+8+10
14-43-20-01-00039.0020	469.7	0.0582	\$ 27.34	1341 GASPARILLA RD BOCA GRANDE, FL 33921	LOTS 2 + 4 + 6 + 8 LESS S 5 FT OF 6 + 8
14-43-20-01-00039.0100	3245.07	0.0582	\$ 188.86	1400 14TH ST W BOCA GRANDE, FL 33921	BOCA GRANDE BLK 39 PB 7/1 LT 10 + LTS 23 + 24 + 25 VAC R/W LES 5 FT 6 + 8 +10
14-43-20-01-00039.0210	2496.7	0.0582	\$ 145.31	1301 13TH ST W BOCA GRANDE, FL 33921	PB 7 PG 1 LTS 21 + 22 + VAC SHORE LN
14-43-20-01-00040.0070	5564.59	0.0582	\$ 323.86	1501 GASPARILLA RD BOCA GRANDE, FL 33921	BOCA GRANDE BLK40 PB7PG1 LOTS 1 THRU 10 + 21 THRU 25 + VAC SHORE LN + PT 15TH ST
14-43-20-01-00041.0010	4283.41	0.0582	\$ 249.29	1511 GASPARILLA RD BOCA GRANDE, FL 33921	PB7/1 LTS1 THRU 12 21 THRU 25+SHORE LN+VAC ST N+S ADJ
14-43-20-01-00056.0010	478.82	0.0582	\$ 27.87	890 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK 56 PB 7 PG 1 LOTS 1 + 2
14-43-20-01-00056.0030	728.7	0.0582	\$ 42.41	870 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK 56 PB 7 PG 1 LOTS 3 + 4
14-43-20-01-00056.0050	510.81	0.0582	\$ 29.73	830 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK.56 PB 7 PG 1 LOT 5
14-43-20-01-00056.0060	360.2	0.0582	\$ 20.96	800 EAST RAILROAD AVE BOCA GRANDE, FL 33921	PB 7 PG 1 LOT 6 + N 1/2 OF LOT 7
14-43-20-01-00056.0080	1194.07	0.0582	\$ 69.49	760 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK 56 PB 7 PG 1 LOT 8 + S 1/2 LOT 7
14-43-20-01-00056.0090	577.5	0.0582	\$ 33.61	740 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK 56 PB 7 PG 1 LOT 9
14-43-20-01-00056.0100	385.1	0.0582	\$ 22.41	720 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK.56 PB 7 PG 1 LOTS 10 + 11
14-43-20-01-00056.0120	650.69	0.0582	\$ 37.87	711 PALM AVE BOCA GRANDE, FL 33921	BLK.56 PB 7 PG 1-1A LOTS 12 + 13

14-43-20-01-00056.0140	550.71	0.0582	\$ 32.05	731 PALM AVE BOCA GRANDE, FL 33921	BLK 56 PB 7 PG 1 LOT 14 + S 1/2 OF LOT 15
14-43-20-01-00056.0160	566.61	0.0582	\$ 32.98	751 PALM AVE BOCA GRANDE, FL 33921	BLK 56 PB 7 PG 1-1A LOT 16 + N 1/2 OF LOT 15
14-43-20-01-00056.0170	363.84	0.0582	\$ 21.18	801 PALM AVE BOCA GRANDE, FL 33921	BLK 56 PB 7 PG 1 LOT 17
14-43-20-01-00056.0180	510.97	0.0582	\$ 29.74	831 PALM AVE BOCA GRANDE, FL 33921	BLK 56 PB 7 PG 1 LOT 18
14-43-20-01-00056.0190	386.4	0.0582	\$ 22.49	851 PALM AVE BOCA GRANDE, FL 33921	BLK 56 PB 7 PG 1 LOTS 19 + 20
14-43-20-01-00056.0210	699.37	0.0582	\$ 40.70	891 PALM AVE BOCA GRANDE, FL 33921	BLK 56 PB 7 PG 1 LOTS 21 + 22
14-43-20-01-00057.0010	564	0.0582	\$ 32.82	710 PALM AVE BOCA GRANDE, FL 33921	BLK 57 PB 7 PG 1 LOT 1
14-43-20-01-00057.0020	793.82	0.0582	\$ 46.20	750 PALM AVE BOCA GRANDE, FL 33921	BLK 57 PB 7 PG 1 LOT 2 + W 1/2 OF LOT 4
14-43-20-01-00057.0250	377.99	0.0582	\$ 22.00	789 7TH ST E BOCA GRANDE, FL 33921	PG 1 LOTS 25 + 27 PTS 29 + 31 OR 1293 PG 2271
14-43-20-01-00057.029B	587.08	0.0582	\$ 34.17	799 7TH ST E BOCA GRANDE, FL 33921	BLK.57 PB 7 PG 1 + 1A LOTS 29 + 31
14-43-20-01-00058.0010	967.21	0.0582	\$ 56.29	860 PALM AVE BOCA GRANDE, FL 33921	BOCA GRANDE BLK 58 PB 7 PG 1 LOTS 1 + 3 + 5
14-43-20-01-00058.0020	674.51	0.0582	\$ 39.26	890 PALM AVE BOCA GRANDE, FL 33921	BLK 58 PB 7 PG 1 LOTS 2 + 4 + 6
14-43-20-01-00058.0070	420.82	0.0582	\$ 24.49	871 8TH ST E BOCA GRANDE, FL 33921	BLK 58 PB 7 PG 1 LOT 7
14-43-20-01-00058.0080	549.61	0.0582	\$ 31.99	970 9TH ST E BOCA GRANDE, FL 33921	BOCA GRANDE BLK 58 PB 7 PG 1 LOT 8
14-43-20-01-00058.0100	196.78	0.0582	\$ 11.45	980 9TH ST E BOCA GRANDE, FL 33921	BLK 58 PB 7 PG 1 LOT 10
14-43-20-01-00058.0130	3446.47	0.0582	\$ 200.58	891 8TH ST E BOCA GRANDE, FL 33921	LOTS 9 + 11 THRU 13 + 15 + 17 + 19 + 21
14-43-20-01-00059.0010	725.71	0.0582	\$ 42.24	1060 10TH ST E BOCA GRANDE, FL 33921	PB 7 P1A LTS 1 2 3 +PT 4 DESC OR 213 PG 7

14-43-20-01-00059.0050	648.83	0.0582	\$ 37.76	900 EAST RAILROAD AVE BOCA GRANDE, FL 33921	PB 7 P 1A LTS 5 6 + PT LT 4 DESC IN OR 1039 PG 232
14-43-20-01-00059.0070	777.81	0.0582	\$ 45.27	921 PALM AVE BOCA GRANDE, FL 33921	BLK.59 PB 7 PG 1A LOTS 7 + 8 + 9
14-43-20-01-00059.0100	802.5	0.0582	\$ 46.71	1070 10TH ST E BOCA GRANDE, FL 33921	BLK 59 PB 7 PG 1A LOTS 10 THRU 12
14-43-20-01-00060.0010	857.04	0.0582	\$ 49.88	920 PALM AVE BOCA GRANDE, FL 33921	BOCA GRANDE BLK 60 PB 7 PG 7 PAR COR PALM AVE + 9TH ST DESC IN OR 413 P871
14-43-20-01-00060.0050	438.85	0.0582	\$ 25.54	981 9TH ST E BOCA GRANDE, FL 33921	BLK 60 PB 7 PG 1 PARL DESC OR 374 PG 357
14-43-20-01-00061.0010	1741.11	0.0582	\$ 101.33	1000 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK.61 PB 7 PG 1A LOTS 1 3 + 5 + W1/2 LT 7 + S 20 FT OF LOTS 2 + 4
14-43-20-01-00061.0020	587.11	0.0582	\$ 34.17	1050 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK 61 PB 7 PG 1 LOTS 2 + 4 LESS S 20 FT
14-43-20-01-00061.0060	413.78	0.0582	\$ 24.08	1160 11TH ST E BOCA GRANDE, FL 33921	BLK 61 PB 7 PG 1A LOT 6
14-43-20-01-00061.0080	470.63	0.0582	\$ 27.39	1170 11TH ST E BOCA GRANDE, FL 33921	BLK 61 PB 7 PG 1A LOT 8
14-43-20-01-00061.0090	563.4	0.0582	\$ 32.79	1071 10TH ST E BOCA GRANDE, FL 33921	BLK 61 PB 7 PG 2 LOTS 9 + E 1/2 LOT 7
14-43-20-01-00061.0120	1451.27	0.0582	\$ 84.46	1190 11TH ST E BOCA GRANDE, FL 33921	BLK 61 PB 7 PG 1 LOTS 10 + 12
14-43-20-01-00062.0010	1907.19	0.0582	\$ 111.00	1100 EAST RAILROAD AVE BOCA GRANDE, FL 33921	S 1THRU11+BLK63 S100FT LTS 1+3+S80FT LTS5+7+VAC R/W
14-43-20-01-00063.0020	357.5	0.0582	\$ 20.81	1360 13TH ST E BOCA GRANDE, FL 33921	PB 7 PG 1-1A LT 2 + N 25FT OF LT 1
14-43-20-01-00063.0040	358.2	0.0582	\$ 20.85	1370 13TH ST E BOCA GRANDE, FL 33921	BOCA GRANDE SUBD PB 7 PG 1-1A BLK 63 LOT 4 + N 25 FT LT 3
14-43-20-01-00063.0060	366.1	0.0582	\$ 21.31	1380 13TH ST E BOCA GRANDE, FL 33921	BOCA GRANDE SUBD PB 7 PG 1-1A BLK 63 LT 6 + N 45 FT OF LT 5
14-43-20-01-00063.0080	456.18	0.0582	\$ 26.55	1390 13TH ST E BOCA GRANDE, FL 33921	BOCA GRANDE SUBD PB 7 PG 1-1A BLK 63 LT 8 + N 45 FT LT 7
14-43-20-01-00064.0010	1516.2	0.0582	\$ 88.24	1361 13TH ST E BOCA GRANDE, FL 33921	BLK 64 PB 7 PG 1 LOTS 1 3 5 7

14-43-20-01-00064.0020	1536.13	0.0582	\$ 89.40	1390 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK 64 PB 7 PG 1 LOTS 2 4 + 6
14-43-20-01-00065.0010	1277.28	0.0582	\$ 74.34	1400 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK 65 PB 7 PG 1 LOTS 1 3 + 5 + PORT DESC IN OR 2967 PG 4051
14-43-20-01-00065.0020	1058.71	0.0582	\$ 61.62	1430 EAST RAILROAD AVE BOCA GRANDE, FL 33921	BLK 65 PB 7 PG 1 LOTS 2 4 6+8 + VAC R/W DESC OR 2890 PG 4106 AND
14-43-20-01-00066.0010	645.99	0.0582	\$ 37.60	570 5TH ST E BOCA GRANDE, FL 33921	BLK 66 PB 7 PG 1 LOTS 1 THRU 4
14-43-20-01-00066.0050	1143.83	0.0582	\$ 66.57	450 LEE AVE BOCA GRANDE, FL 33921	PG 1 LOT 5 + POR LOT 6 AS DESC IN INST #2013000113066
14-43-20-01-00066.0150	450.7	0.0582	\$ 26.23	451 BRADLEY AVE BOCA GRANDE, FL 33921	BLK 66 PB 7 PG 1 LOTS 14 + 15
14-43-20-01-00066.0160	444.04	0.0582	\$ 25.84	471 BRADLEY AVE BOCA GRANDE, FL 33921	BLK 66 PB 7 PG 1 LOTS 16
14-43-20-01-00066.0170	812.46	0.0582	\$ 47.29	574 5TH ST E BOCA GRANDE, FL 33921	BLK 66 PB 7 PG 1 LOTS 17 + 18
14-43-20-01-00067.0010	645.19	0.0582	\$ 37.55	580 5TH ST E BOCA GRANDE, FL 33921	BLK.67 PB 7 PG 1 LTS 1 THRU 3
14-43-20-01-00067.0040	580.84	0.0582	\$ 33.80	460 BRADLEY AVE BOCA GRANDE, FL 33921	BLK 67 PB 7 PG 1 LOT 4 + PT LOT 5
14-43-20-01-00067.0050	1340.28	0.0582	\$ 78.00	420 BRADLEY AVE/491 BAYOU AVE BOCA GRANDE, FL 33921	BLK 67 PB 7 PG 1 LTS 5 THRU 18 LESS PT LT 5
14-43-20-01-00068.0010	2180.05	0.0582	\$ 126.88	1500 EAST RAILROAD AVE BOCA GRANDE, FL 33921	PG 1 A LOTS 1 3 5 7 9 + 11 + VAC R/W DESC OR 2890 PG 4106
14-43-20-02-00024.0010	593.67	0.0582	\$ 34.55	200 HARBOR DR BOCA GRANDE, FL 33921	PB 8 PG 48 LOTS 1 THRU 4 DESC IN OR 406 PG 699
14-43-20-02-00024.0060	643.14	0.0582	\$ 37.43	208 HARBOR DR BOCA GRANDE, FL 33921	PB 8 PG 48 LTS 5 + 6 + 7 DESC OR 406/693 + SUBM LANDS
14-43-20-02-00024.0090	721.68	0.0582	\$ 42.00	216 HARBOR DR BOCA GRANDE, FL 33921	24 PB 8 PG 48 OR 1054 PG 1746 LOTS 8 THRU 10 + SUBM LANDS
14-43-20-02-00024.0110	48.07	0.0582	\$ 2.80	218 HARBOR DR BOCA GRANDE, FL 33921	BLK 24 PB 8 PG 48 LOT 11
14-43-20-03-00019.0020	525.45	0.0582	\$ 30.58	480 GILCHRIST AVE BOCA GRANDE, FL 33921	PB 8 PG 38 LOT 2

14-43-20-03-00019.0030	1035.91	0.0582	\$ 60.29	470 GILCHRIST AVE BOCA GRANDE, FL 33921	BLK 19 PB 19 PG 38 LOT 3
14-43-20-03-00019.0040	1235.66	0.0582	\$ 71.92	460 GILCHRIST AVE BOCA GRANDE, FL 33921	BLK 19 PB 8 PG 38 LTS 4 + 5 AS DESC IN OR 75 PG 256
14-43-20-03-00019.0060	917.37	0.0582	\$ 53.39	440 GILCHRIST AVE BOCA GRANDE, FL 33921	BLK 19 PB 8 PG 38 LTS 6 + 7 DESC IN OR 1050 PG 532
14-43-20-03-00019.0100	596.96	0.0582	\$ 34.74	411 PARK AVE BOCA GRANDE, FL 33921	BLK 19 PB 8 PG 38 LTS 10 11 12 DESC OR 253 PG 266
14-43-20-03-00019.0130	594.8	0.0582	\$ 34.62	421 PARK AVE BOCA GRANDE, FL 33921	BLK 19 PB 8 PG 38 LT 13 AS DESC IN OR 1139 PG 814
14-43-20-03-00019.0140	400.23	0.0582	\$ 23.29	431 PARK AVE BOCA GRANDE, FL 33921	BLK 19 PB 8 PG 38 LTS 14 + 15 DESC IN OR 676 PG 106
14-43-20-03-00019.0160	1307.16	0.0582	\$ 76.08	441 PARK AVE BOCA GRANDE, FL 33921	BLK 19 PB 8 PG 38 LTS 16 THRU 20 DESC OR 1068 PG 855
14-43-20-03-00019.0210	723.67	0.0582	\$ 42.12	471/477 PARK AVE BOCA GRANDE, FL 33921	BLK 19 PB 8 PG 38 LTS 21 THRU 23 DESC OR 962 PG 38
14-43-20-04-00000.1010	573.5	0.0582	\$ 33.38	950 PALM AVE 101 BOCA GRANDE, FL 33921	OR 1478 PG 1521 UNIT 101
14-43-20-04-00000.1020	509.6	0.0582	\$ 29.66	950 PALM AVE 102 BOCA GRANDE, FL 33921	OR 1478 PG 1521 UNIT 102
14-43-20-04-00000.1030	509.6	0.0582	\$ 29.66	950 PALM AVE 103 BOCA GRANDE, FL 33921	OR 1478 PG 1521 UNIT 103
14-43-20-04-00000.1040	567.4	0.0582	\$ 33.02	950 PALM AVE 104 BOCA GRANDE, FL 33921	OR 1478 PG 1521 UNIT 104
14-43-20-04-00000.2010	614.6	0.0582	\$ 35.77	950 PALM AVE 201 BOCA GRANDE, FL 33921	SILVER KING CONDO PH-1 OR 1478 PG 1521 UNIT 201
14-43-20-04-00000.2020	546.1	0.0582	\$ 31.78	950 PALM AVE 202 BOCA GRANDE, FL 33921	OR 1478 PG 1521 UNIT 202
14-43-20-04-00000.2030	546.1	0.0582	\$ 31.78	950 PALM AVE 203 BOCA GRANDE, FL 33921	OR 1478 PG 1521 UNIT 203
14-43-20-04-00000.2040	608.1	0.0582	\$ 35.39	950 PALM AVE 204 BOCA GRANDE, FL 33921	OR 1478 PG 1521 UNIT 204
14-43-20-04-00000.3010	633.3	0.0582	\$ 36.86	950 PALM AVE 301 BOCA GRANDE, FL 33921	SILVER KING CONDO PH-1 OR 1478 PG 1521 UNIT 301

14-43-20-04-00000.3020	568.7	0.0582	\$ 33.10	950 PALM AVE 302 BOCA GRANDE, FL 33921	OR 1478 PG 1521 UNIT 302
14-43-20-04-00000.3030	568.7	0.0582	\$ 33.10	950 PALM AVE 303 BOCA GRANDE, FL 33921	OR 1478 PG 1521 UNIT 303
14-43-20-04-00000.3040	284.76	0.0582	\$ 16.57	950 PALM AVE 304 BOCA GRANDE, FL 33921	OR 1478 PG 1521 UNIT 304
14-43-20-05-00000.0010	370.7	0.0582	\$ 21.57	530 5TH ST W 1 BOCA GRANDE, FL 33921	OR 1563 PG 1061 LOT 1
14-43-20-05-00000.0020	340.38	0.0582	\$ 19.81	530 5TH ST W 2 BOCA GRANDE, FL 33921	OR 1563 PG 1061 LOT 2
14-43-20-05-00000.0030	340.19	0.0582	\$ 19.80	530 5TH ST W 3 BOCA GRANDE, FL 33921	OR 1563 PG 1061 LOT 3
14-43-20-05-00000.0040	266.04	0.0582	\$ 15.48	530 5TH ST W 4 BOCA GRANDE, FL 33921	OR 1563 PG 1061 LOT 4
14-43-20-05-00000.0050	134.44	0.0582	\$ 7.82	530 5TH ST W 5 BOCA GRANDE, FL 33921	OR 1563 PG 1061 LOT 5
14-43-20-05-00000.0060	284.6	0.0582	\$ 16.56	530 5TH ST W 6 BOCA GRANDE, FL 33921	OR 1563 PG 1061 LOT 6
14-43-20-05-00000.0070	340.38	0.0582	\$ 19.81	530 5TH ST W 7 BOCA GRANDE, FL 33921	OR 1563 PG 1061 LOT 7
14-43-20-05-00000.0080	165.68	0.0582	\$ 9.64	530 5TH ST W 8 BOCA GRANDE, FL 33921	OR 1563 PG 1061 LOT 8
14-43-20-06-00001.00A0	581.6	0.0582	\$ 33.85	970 PALM AVE 121 BOCA GRANDE, FL 33921	OR 1621 PG 2071 APT 1-A AKA APT 121
14-43-20-06-00001.00B0	291.74	0.0582	\$ 16.98	970 PALM AVE 122 BOCA GRANDE, FL 33921	OR 1621 PG 2071 APT 1-B AKA APT 122
14-43-20-06-00001.00C0	525.8	0.0582	\$ 30.60	970 PALM AVE 123 BOCA GRANDE, FL 33921	OR 1621 PG 2071 APT 1-C AKA APT 123
14-43-20-06-00001.00D0	493.8	0.0582	\$ 28.74	970 PALM AVE 124 BOCA GRANDE, FL 33921	OR 1621 PG 2071 APT 1-D AKA APT 124+ SLIP #124
14-43-20-06-00001.00E0	581.6	0.0582	\$ 33.85	970 PALM AVE 125 BOCA GRANDE, FL 33921	OR 1621 PG 2071 APT 1-E AKA APT 125
14-43-20-06-00002.00A0	615.8	0.0582	\$ 35.84	970 PALM AVE 221 BOCA GRANDE, FL 33921	OR 1621 PG 2071 APT 2-A AKA APT 221

14-43-20-06-00002.00B0	582.8	0.0582	\$ 33.92	970 PALM AVE 222 BOCA GRANDE, FL 33921	OR 1621 PG 2071 APT 2-B AKA APT 222
14-43-20-06-00002.00C0	563.5	0.0582	\$ 32.80	970 PALM AVE 223 BOCA GRANDE, FL 33921	OR 1621 PG 2071 APT 2-C AKA APT 223
14-43-20-06-00002.00D0	582.8	0.0582	\$ 33.92	970 PALM AVE 224 BOCA GRANDE, FL 33921	OR 1621 PG 2071 APT 2-D AKA APT 224
14-43-20-06-00002.00E0	615.8	0.0582	\$ 35.84	970 PALM AVE 225 BOCA GRANDE, FL 33921	OR 1621 PG 2071 APT 2-E AKA APT 225
14-43-20-06-00003.00A0	770.9	0.0582	\$ 44.87	970 PALM AVE 321 BOCA GRANDE, FL 33921	OR 1621 PG 2071 APT 3-A AKA APT 321
14-43-20-06-00003.00B0	731.6	0.0582	\$ 42.58	970 PALM AVE 322 BOCA GRANDE, FL 33921	OR 1621 PG 2071 APT 3-B AKA APT 322
14-43-20-06-00003.00C0	731.6	0.0582	\$ 42.58	970 PALM AVE 323 BOCA GRANDE, FL 33921	OR 1621 PG 2071 APT 3-C AKA APT 323
14-43-20-06-00003.00D0	637.17	0.0582	\$ 37.08	970 PALM AVE 324 BOCA GRANDE, FL 33921	OR 1621 PG 2071 APT 3-D AKA APT 324
14-43-20-07-00000.0010	650.06	0.0582	\$ 37.83	171 PALM AVE BOCA GRANDE, FL 33921	PB 36 PG 60 LOT 1
14-43-20-07-00000.0020	522.5	0.0582	\$ 30.41	250 EAST RAILROAD AVE BOCA GRANDE, FL 33921	PB 36 PG 60 LOT 2
14-43-20-07-00000.0030	1283.6	0.0582	\$ 74.71	161 PALM AVE BOCA GRANDE, FL 33921	PB 36 PG 60 LOT 3
14-43-20-07-00000.0040	974.8	0.0582	\$ 56.73	151 PALM AVE BOCA GRANDE, FL 33921	PB 36 PG 60 LOT 4
14-43-20-07-00000.0050	1143.05	0.0582	\$ 66.53	141 PALM AVE BOCA GRANDE, FL 33921	PB 36 PG 60 LOT 5
14-43-20-07-00000.0060	829.65	0.0582	\$ 48.29	131 PALM AVE BOCA GRANDE, FL 33921	PB 36 PG 60 LOT 6
14-43-20-07-00000.0070	1145.5	0.0582	\$ 66.67	121 PALM AVE BOCA GRANDE, FL 33921	PB 36 PG 60 LOT 7
14-43-20-07-00000.0080	765.02	0.0582	\$ 44.52	145 1ST ST E BOCA GRANDE, FL 33921	PB 36 PG 60 LOT 8
14-43-20-07-00000.0090	746.49	0.0582	\$ 43.45	141 1ST ST E BOCA GRANDE, FL 33921	PB 36 PG 60 LOT 9

14-43-20-08-00000.0010	1192.98	0.0582	\$ 69.43	293 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1136 PB 983 LOT 1
14-43-20-08-00000.0020	1361.5	0.0582	\$ 79.24	283 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1104 PG 177 LOT 2
14-43-20-08-00000.0030	541.66	0.0582	\$ 31.52	273 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 961 PB 536 LOT 3
14-43-20-08-00000.0040	1078.09	0.0582	\$ 62.74	263 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1113 PG 198 LOT 4
14-43-20-08-00000.0050	597.5	0.0582	\$ 34.77	243 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1113 PG 198 LOT 5
14-43-20-08-00000.0060	518.7	0.0582	\$ 30.19	237 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 956 PG 589 LOT 6
14-43-20-08-00000.0070	546.08	0.0582	\$ 31.78	231 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 956 PG 591 LOT 7
14-43-20-08-00000.0080	548.65	0.0582	\$ 31.93	225 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1228 PG 1578 LOT 8
14-43-20-08-00000.009A	34.65	0.0582	\$ 2.02	221 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1212 PG 84 E 11FT OF LT 9
14-43-20-08-00000.0100	1973.17	0.0582	\$ 114.84	213 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1274 PG 1597 LOTS 9 + 10
14-43-20-08-00000.0110	549.83	0.0582	\$ 32.00	207 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1009 PG 1918 LOT 11
14-43-20-08-00000.0120	1010.02	0.0582	\$ 58.78	201 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1216 PG 1738 LOT 12
14-43-20-08-00000.0130	2124.97	0.0582	\$ 123.67	195 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1213 PG 1858 LOTS 13+14
14-43-20-08-00000.0150	1490.89	0.0582	\$ 86.77	175 1ST ST E BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1223 PG 96 LOT 15
14-43-20-08-00000.0160	405.01	0.0582	\$ 23.57	171 1ST ST E BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1156 PG 1161 LOT 16
14-43-20-08-00000.0170	1224.53	0.0582	\$ 71.27	165 1ST ST E BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1204 PG 1776 LOT 17
14-43-20-08-00000.0180	1140.69	0.0582	\$ 66.39	161 1ST ST E BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1273 PG 1287 LOT 18

14-43-20-08-00000.0190	1364.95	0.0582	\$ 79.44	155 1ST ST E BOCA GRANDE, FL 33921	PB 25 PG 55 LOT 19
14-43-20-08-00000.0200	682.59	0.0582	\$ 39.73	151 1ST ST E BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1219 PG 1658 LOT 20
14-43-20-08-00000.0210	1530.31	0.0582	\$ 89.06	110 PALM AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1194 PG 183 LOT 21
14-43-20-08-00000.0220	1363.83	0.0582	\$ 79.37	120 PALM AVE BOCA GRANDE, FL 33921	PB 25 PG 55 LOT 22
14-43-20-08-00000.0230	1683.02	0.0582	\$ 97.95	130 PALM AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1240 PG 132 LOT 23
14-43-20-08-00000.0240	1284.31	0.0582	\$ 74.75	140 PALM AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1064 PB 1393 LOT 24
14-43-20-08-00000.0250	522.67	0.0582	\$ 30.42	150 PALM AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1039 PG 644 LOT 25
14-43-20-08-00000.0260	1452.5	0.0582	\$ 84.54	160 PALM AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1258 PG 1344 LOT 26
14-43-20-08-00000.0270	1432.02	0.0582	\$ 83.34	170 PALM AVE BOCA GRANDE, FL 33921	PB 25 PG 55 LOT 27
14-43-20-08-00000.0280	1492.9	0.0582	\$ 86.89	280 WATERWAYS AVE BOCA GRANDE, FL 33921	HARBOR DR WATERWAYS PB 25 PG 55 LOT 28
14-43-20-08-00000.0290	1203.08	0.0582	\$ 70.02	276 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1120 PG 1606 LOT 29
14-43-20-08-00000.0300	1291.36	0.0582	\$ 75.16	272 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1223 PG 753 LOT 30
14-43-20-08-00000.0310	1433.98	0.0582	\$ 83.46	268 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1222 PG 1971 LOT 31
14-43-20-08-00000.0320	1181.81	0.0582	\$ 68.78	264 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1085 PG 93 LOT 32
14-43-20-08-00000.0330	1298.04	0.0582	\$ 75.55	260 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 LOT 33
14-43-20-08-00000.0340	1500.23	0.0582	\$ 87.31	252 WATERWAYS AVE BOCA GRANDE, FL 33921	HARBOR DRIVE WATERWAYS PB 25 PG 55 LOT 34
14-43-20-08-00000.0350	603.39	0.0582	\$ 35.12	240 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 LOT 35

14-43-20-08-00000.0360	714.76	0.0582	\$ 41.60	232 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 870 PG 499 LOT 36
14-43-20-08-00000.0370	1068.12	0.0582	\$ 62.16	220 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1215 PG 1692 LOT 37
14-43-20-08-00000.0380	1676.65	0.0582	\$ 97.58	212 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1044 PG 1033 LOT 38
14-43-20-08-00000.0390	943.49	0.0582	\$ 54.91	208 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 997 PG 252 LOT 39
14-43-20-08-00000.0400	1284.68	0.0582	\$ 74.77	204 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 LOT 40
14-43-20-08-00000.0410	643.9	0.0582	\$ 37.47	200 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 LOT 41
14-43-20-08-00000.0420	1448.03	0.0582	\$ 84.28	201 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 LOT 42
14-43-20-08-00000.0430	1195.22	0.0582	\$ 69.56	205 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1213 PG 345 LOT 43
14-43-20-08-00000.0440	858.91	0.0582	\$ 49.99	209 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1108 PG 32 LOT 44
14-43-20-08-00000.0450	1218.94	0.0582	\$ 70.94	213 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1278 PG 565 LOT 45
14-43-20-08-00000.0460	1252.85	0.0582	\$ 72.92	217 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 656 PG 763 LOT 46
14-43-20-08-00000.0470	1396.72	0.0582	\$ 81.29	221 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 990 PG 86 LOT 47
14-43-20-08-00000.0480	610.31	0.0582	\$ 35.52	225 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1172 PG 1012 LOT 48
14-43-20-08-00000.0490	1149.69	0.0582	\$ 66.91	229 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1280 PG 806 LOT 49
14-43-20-08-00000.0500	1165.59	0.0582	\$ 67.84	233 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1219 PG 604 LOT 50
14-43-20-08-00000.0510	927.69	0.0582	\$ 53.99	237 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 992 PG 608 LOT 51
14-43-20-08-00000.0520	978.58	0.0582	\$ 56.95	241 WATERWAYS AVE BOCA GRANDE, FL 33921	HARBOR DRIVE WATERWAYS PB 25 PG 55 LOT 52

14-43-20-08-00000.0530	846.08	0.0582	\$ 49.24	245 WATERWAYS AVE BOCA GRANDE, FL 33921	LOT 53 + SE 1/2 LOT 54 DESC OR 3280 PG 3783
14-43-20-08-00000.0550	650.27	0.0582	\$ 37.85	253 WATERWAYS AVE BOCA GRANDE, FL 33921	HARBOR DRIVE WATERWAYS PB 25 PG 55 LOT 55 + NW 1/2 LOT 54 DESC OR 3280/3783
14-43-20-08-00000.0560	663.68	0.0582	\$ 38.63	257 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 LOT 56
14-43-20-08-00000.0570	1171.39	0.0582	\$ 68.17	261 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1064 PG 1393 LOT 57
14-43-20-08-00000.0580	1028.88	0.0582	\$ 59.88	271 WATERWAYS AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 88 PG 369 LOT 58
14-43-20-08-00000.0590	1199.04	0.0582	\$ 69.78	280 LEE AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 913 PG 291 LOT 59
14-43-20-08-00000.0600	1717.06	0.0582	\$ 99.93	300 LEE AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 648 PG 488 LOT 60
14-43-20-08-00000.0610	531.26	0.0582	\$ 30.92	320 LEE AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1176 PG 785 LOT 61
14-43-20-08-00000.0620	578.17	0.0582	\$ 33.65	330 LEE AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1265 PG 1467 LOT 62
14-43-20-08-00000.0630	885	0.0582	\$ 51.51	340 LEE AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1192 PG 2072 LOT 63
14-43-20-08-00000.0640	1159.61	0.0582	\$ 67.49	370 LEE AVE BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 810 PG 526 LOT 64 + PT LOT 65
14-43-20-08-00000.0650	1887.31	0.0582	\$ 109.84	470 4TH ST E BOCA GRANDE, FL 33921	PB 25 PG 55 PT LT 65 + LOT 66
14-43-20-08-00000.0670	1368.14	0.0582	\$ 79.63	474 4TH ST E BOCA GRANDE, FL 33921	PB 25 GP 55 DESC OR 931 PG 193 LOT 67
14-43-20-08-00000.0680	1891.37	0.0582	\$ 110.08	480 4TH ST E BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1086 PG 245 LOTS 68 + 69
14-43-20-08-00000.0700	1459.58	0.0582	\$ 84.95	325 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1194 PG 89 LOTS 70 + 71
14-43-20-08-00000.0720	1091.09	0.0582	\$ 63.50	305 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 990 PG 717 LOT 72
14-43-20-08-00000.0730	1676.44	0.0582	\$ 97.57	301 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1192 PG 91 LOT 73

14-43-20-08-0000A.0000	1444.38	0.0582	\$ 84.06	220 HARBOR DR BOCA GRANDE, FL 33921	HARBOR DRIVE WATERWAYS PB 25 PG 54 LT A + BOCA GRANDE ADD PB 8 PG 48 BLK 24 LOTS 12 + 13
14-43-20-08-0000B.0000	330.96	0.0582	\$ 19.26	224 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 LOT B LESS B.100
14-43-20-08-0000B.1000	12.57	0.0582	\$ 0.73	230 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 PT LOT B DESC IN OR 1686 PG 3576
14-43-20-08-0000C.0000	777.8	0.0582	\$ 45.27	234 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1128 PG 767 LOT C
14-43-20-08-0000D.0000	1231.52	0.0582	\$ 71.67	240 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR 1106 PG 172 LOT D
14-43-20-08-0000K.0000	974.24	0.0582	\$ 56.70	290 HARBOR DR BOCA GRANDE, FL 33921	PB 25 PG 55 DESC OR956/ 254 LOT K+VAC R/W 1066/738
14-43-20-09-00000.0020	1108.29	0.0582	\$ 64.50	1627 GASPAR DR S BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 2
14-43-20-09-00000.0030	1161.39	0.0582	\$ 67.59	1625 GASPAR DR S BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 3
14-43-20-09-00000.0040	2590.46	0.0582	\$ 150.76	1621 GASPAR DR S BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 4
14-43-20-09-00000.0050	790.97	0.0582	\$ 46.03	1619 GASPAR DR S BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 5
14-43-20-09-00000.0060	1731.74	0.0582	\$ 100.79	1615 GASPAR DR S BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 6
14-43-20-09-00000.0070	2743.49	0.0582	\$ 159.67	1611 GASPAR DR S BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 7
14-43-20-09-00000.0080	804.14	0.0582	\$ 46.80	1607 GASPAR DR S BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 8
14-43-20-09-00000.0090	1924.65	0.0582	\$ 112.01	1603 GASPAR DR S BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 9
14-43-20-09-00000.0100	2490.71	0.0582	\$ 144.96	1600 GASPAR DR S BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 10
14-43-20-09-00000.0110	1396.58	0.0582	\$ 81.28	1604 GASPAR DR S BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 11
14-43-20-09-00000.0120	1458.12	0.0582	\$ 84.86	1608 GASPAR DR S BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 12

14-43-20-09-00000.0130	2478.54	0.0582	\$ 144.25	1612 GASPAR DR S BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 13
14-43-20-09-00000.0140	724.79	0.0582	\$ 42.18	1616 GASPAR DR S BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 14
14-43-20-09-00000.0150	733.83	0.0582	\$ 42.71	1620 GASPAR DR S BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 15
14-43-20-09-00000.0160	1362.79	0.0582	\$ 79.31	1624 GASPAR DR S BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 16
14-43-20-09-00000.0170	699.94	0.0582	\$ 40.74	1628 GASPAR DR S BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 17
14-43-20-09-00000.0300	1510.88	0.0582	\$ 87.93	1629 JEAN LAFITTE DR BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 30
14-43-20-09-00000.0310	680.4	0.0582	\$ 39.60	1625 JEAN LAFITTE DR BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 31
14-43-20-09-00000.0320	1701.2	0.0582	\$ 99.01	1621 JEAN LAFITTE DR BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 32
14-43-20-09-00000.0330	3410.21	0.0582	\$ 198.47	1617 JEAN LAFITTE DR BOCA GRANDE, FL 33921	PB 29 PG 6 LOTS 33 + 34
14-43-20-09-00000.0350	1155.81	0.0582	\$ 67.27	1609 JEAN LAFITTE DR BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 35
14-43-20-09-00000.0360	1788.63	0.0582	\$ 104.10	1603 JEAN LAFITTE DR BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 36
14-43-20-09-00000.0370	1809.15	0.0582	\$ 105.29	1601 JEAN LAFITTE DR BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 37
14-43-20-09-00000.0380	2206.28	0.0582	\$ 128.41	1600 JEAN LAFITTE DR BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 38
14-43-20-09-00000.0390	913.8	0.0582	\$ 53.18	1604 JEAN LAFITTE DR BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 39
14-43-20-09-00000.0400	833.94	0.0582	\$ 48.54	1608 JEAN LAFITTE DR BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 40
14-43-20-09-00000.0410	1442.82	0.0582	\$ 83.97	1612 JEAN LAFITTE DR BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 41
14-43-20-09-00000.0420	1309.52	0.0582	\$ 76.21	1616 JEAN LAFITTE DR BOCA GRANDE, FL 33921	BOCA GRANDE ISLES PB 29 PG 6 LOT 42

14-43-20-09-00000.0430	1092.52	0.0582	\$ 63.58	1620 JEAN LAFITTE DR BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 43
14-43-20-09-00000.0440	1673.31	0.0582	\$ 97.39	1624 JEAN LAFITTE DR BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 44
14-43-20-09-00000.0450	1666.95	0.0582	\$ 97.02	1628 JEAN LAFITTE DR BOCA GRANDE, FL 33921	PB 29 PG 6 LOT 45
14-43-20-09-00000.0600	0.5	0.0582	\$ 0.03	1633 TREASURE LN BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 60
14-43-20-09-00000.0610	719.8	0.0582	\$ 41.89	1611 TREASURE LN BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 61
14-43-20-09-00000.0620	1371.04	0.0582	\$ 79.79	1607 TREASURE LN BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 62
14-43-20-09-00000.0630	2204.56	0.0582	\$ 128.31	1603 TREASURE LN BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 63
14-43-20-09-00000.0640	2121.31	0.0582	\$ 123.46	1600 TREASURE LN BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 64
14-43-20-09-00000.0650	2510.31	0.0582	\$ 146.10	1604 TREASURE LN BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 65
14-43-20-09-00000.0660	1445	0.0582	\$ 84.10	1608 TREASURE LN BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 66
14-43-20-09-00000.0670	2442.46	0.0582	\$ 142.15	1612 TREASURE LN BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 67
14-43-20-09-00000.0680	1997.9	0.0582	\$ 116.28	1616 TREASURE LN BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 68
14-43-20-09-00000.0690	1867.7	0.0582	\$ 108.70	1620 TREASURE LN BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 69
14-43-20-09-00000.0700	2438.84	0.0582	\$ 141.94	1624 TREASURE LN BOCA GRANDE, FL 33921	PB 29 PG 5 LOT 70
14-43-20-10-00000.0001	352.3	0.0582	\$ 20.50	370 EAST RAILROAD AVE 1 BOCA GRANDE, FL 33921	DESC IN INST#2006-226694 UNIT 1
14-43-20-10-00000.0002	223.5	0.0582	\$ 13.01	370 EAST RAILROAD AVE 2 BOCA GRANDE, FL 33921	DESC IN INST#2006-226694 UNIT 2
14-43-20-10-00000.0003	243.9	0.0582	\$ 14.19	370 EAST RAILROAD AVE 3 BOCA GRANDE, FL 33921	DESC IN INST#2006-226694 UNIT 3

14-43-20-10-00000.0004	316.8	0.0582	\$ 18.44	370 EAST RAILROAD AVE 4 BOCA GRANDE, FL 33921	DESC IN INST#2006-226694 UNIT 4
14-43-20-10-00000.0005	128.4	0.0582	\$ 7.47	370 EAST RAILROAD AVE 5 BOCA GRANDE, FL 33921	DESC IN INST#2006-226694 UNIT 5
14-43-20-10-00000.0006	157	0.0582	\$ 9.14	370 EAST RAILROAD AVE 6 BOCA GRANDE, FL 33921	DESC IN INST#2006-226694 UNIT 6
14-43-20-10-00000.0007	143.2	0.0582	\$ 8.33	370 EAST RAILROAD AVE 7 BOCA GRANDE, FL 33921	DESC IN INST#2006-226694 UNIT 7
23-43-20-00-00001.0000	4460.59	0.0582	\$ 259.61	100 GULF BLVD BOCA GRANDE, FL 33921	ON GULF AS DESC IN OR 283 PG 808
23-43-20-00-00002.000E	165	0.0582	\$ 9.60	140 1ST ST E BOCA GRANDE, FL 33921	PARL IN NE 1/4 OF NE 1/4 DESC IN OR 3200 PG 4663
23-43-20-00-00002.0010	1156.22	0.0582	\$ 67.29	161 DAMFINO ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 750 PG 516
23-43-20-00-00002.0020	1296.3	0.0582	\$ 75.44	171 DAMFINO ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 1017 PG 433
23-43-20-00-00002.002A	574.5	0.0582	\$ 33.44	180 DAMFINO ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 1267 PG 1513
23-43-20-00-00002.0030	527.17	0.0582	\$ 30.68	135 DAMFIWILL ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 1014 PG 1281
23-43-20-00-00002.0040	836.82	0.0582	\$ 48.70	160 DAMFIWILL ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 904 PG 520
23-43-20-00-00002.0050	707.29	0.0582	\$ 41.16	150 DAMFIWILL ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 525 PG 293
23-43-20-00-00002.0060	620.46	0.0582	\$ 36.11	180 DAMFIWILL ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 1152 PG 1385
23-43-20-00-00002.0070	409.74	0.0582	\$ 23.85	143 DAMFIWILL ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 310 PG 151 + OR 310 PG 154
23-43-20-00-00002.0090	355.99	0.0582	\$ 20.72	151 DAMFIWILL ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 1161 PG 1472
23-43-20-00-00002.0100	424.11	0.0582	\$ 24.68	161 DAMFIWILL ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 1263 PG 1490 + OR 4030 PG 1572
23-43-20-00-00002.0110	644.5	0.0582	\$ 37.51	141 DAMFIWILL ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 1175 PG 807

23-43-20-00-00002.0120	532.7	0.0582	\$ 31.00	131 DAMFINO ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 631 PG 612
23-43-20-00-00002.0130	1469.91	0.0582	\$ 85.55	191 DAMFIWILL ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 908 PG 802 + OR 2498/4022
23-43-20-00-00002.0140	825.67	0.0582	\$ 48.05	181 DAMFIWILL ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 588 PG 4
23-43-20-00-00002.0150	988.69	0.0582	\$ 57.54	131 DAMFIWILL ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 20 PG 533
23-43-20-00-00002.0160	510.9	0.0582	\$ 29.73	140 DAMFIWILL ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 1099 PG 1804
23-43-20-00-00002.0170	405.7	0.0582	\$ 23.61	171 DAMFIWILL ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 1318 PG 1650 + OR 4030 PG 1575
23-43-20-00-00002.0190	1470.61	0.0582	\$ 85.59	141 DAMFINO ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 1125 PG 1735 + OR 847 PG 165
23-43-20-00-00002.0210	101.93	0.0582	\$ 5.93	119 DAMFIWILL ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 94 PG 261
23-43-20-00-00002.0220	423.19	0.0582	\$ 24.63	123 DAMFIWILL ST BOCA GRANDE, FL 33921	PARL IN NE 1/4 OF NE 1/4 S23 T43 R20 AS DESC IN OR 94 PG 266
23-43-20-00-00002.0240	615.23	0.0582	\$ 35.81	111 DAMFIWILL ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 655 PG 876
23-43-20-00-00002.0270	1932.71	0.0582	\$ 112.48	241 DAMFICARE ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 868 PG 423 + VAC ST OR 3854/4444
23-43-20-00-00002.0280	354.99	0.0582	\$ 20.66	130 DAMFIWILL ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 414 PG 485
23-43-20-00-00002.0290	1789.27	0.0582	\$ 104.14	240 DAMFICARE ST BOCA GRANDE, FL 33921	DESC OR 0477 PG 0798 + LOT 12 GOLDEN BEACH UT 2 PB 14 PG 83 DESC OR 422 PG 33 + VAC ST OR 3854/4441
23-43-20-00-00002.0300	462.25	0.0582	\$ 26.90	181 DAMFINO ST BOCA GRANDE, FL 33921	DESC IN OR 1721 PG 794
23-43-20-00-00002.0310	1346.57	0.0582	\$ 78.37	140 DAMFINO ST BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 1261 PG 786
23-43-20-00-00002.031A	718.06	0.0582	\$ 41.79	110 DAMFINO ST BOCA GRANDE, FL 33921	AS DESC OR 1833/2226 1943/2500
23-43-20-00-00002.031B	901.02	0.0582	\$ 52.44	160 DAMFINO ST BOCA GRANDE, FL 33921	DESC OR 1047 PG 1616 LESS OR 2574 PG 4021

23-43-20-00-00002.031C	389.41	0.0582	\$ 22.66	120 DAMFINO ST BOCA GRANDE, FL 33921	SEC 23 TWP 43 R 20 DESC IN OR 1287 PG 1917
23-43-20-00-00002.031D	581.89	0.0582	\$ 33.87	170 DAMFINO ST BOCA GRANDE, FL 33921	DESC OR 2574 PG 4021
23-43-20-00-00003.0000	418.81	0.0582	\$ 24.37	142 1ST ST E BOCA GRANDE, FL 33921	OF NE 1/4 S23 T43 R20 AS DESC IN OR 277 PG 222
23-43-20-00-00004.0000	1214.61	0.0582	\$ 70.69	160 1ST ST E BOCA GRANDE, FL 33921	NE 1/4 S23 T43 R20 AS DESC OR 1550 PG 1783 LES 4.004
23-43-20-00-00004.0010	697.64	0.0582	\$ 40.60	154 1ST ST E BOCA GRANDE, FL 33921	W400 S132 SE400 N149POBTHE E80 OF W240 OF ABOVE PARL
23-43-20-00-00004.0020	546.75	0.0582	\$ 31.82	150 1ST ST E BOCA GRANDE, FL 33921	OR 1550 PG 1782
23-43-20-00-00004.0030	922.09	0.0582	\$ 53.67	146 1ST ST E BOCA GRANDE, FL 33921	OR 1550 PG 1781
23-43-20-00-00004.0040	575.49	0.0582	\$ 33.49	164 1ST ST E BOCA GRANDE, FL 33921	OF NE 1/4 DESC IN OR 1764 PG 1905
23-43-20-00-00005.0000	487.66	0.0582	\$ 28.38	190 1ST ST E BOCA GRANDE, FL 33921	PARL IN NE 1/4 OF NE 1/4 DESC IN OR 1501 PG 0711 LESS PARL 5.001 + 5.002
23-43-20-00-00005.0010	653.36	0.0582	\$ 38.03	168 1ST ST E BOCA GRANDE, FL 33921	POB TH S92 TH S57 TH E100 TH N58 TH N95 TH W100 POB
23-43-20-00-00005.0020	1113.82	0.0582	\$ 64.82	172 1ST ST E BOCA GRANDE, FL 33921	DESC IN OR 1661 PG 2889
23-43-20-00-00006.0000	1933.56	0.0582	\$ 112.53	174 GULF BLVD BOCA GRANDE, FL 33921	BETWEEN GULF BLVD + GULF AS DESC IN OR 1263 PG 705
23-43-20-00-00007.7000	379.33	0.0582	\$ 22.08	201 WHEELER RD BOCA GRANDE, FL 33921	DESC OR 1527 PG 865 LESS RD R/W OR 1317 PG 747-8
23-43-20-00-00007.7010	860.97	0.0582	\$ 50.11	200 WHEELER RD BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 828 PG 100 LESS RD R/W OR 1317 PG 747- 8
23-43-20-00-00007.7020	649.44	0.0582	\$ 37.80	231 WHEELER RD BOCA GRANDE, FL 33921	S23 T43 R20 AS DESC IN OR 851 PG 457 LESS RD R/W OR 1317 PG 747- 8
23-43-20-00-00007.7030	678.16	0.0582	\$ 39.47	221 WHEELER RD BOCA GRANDE, FL 33921	DESC OR 1440 PG 2325 LESS 7.703A LESS RD R/W OR 1317 PG 747- 8
23-43-20-00-00007.703A	394.49	0.0582	\$ 22.96	211 WHEELER RD BOCA GRANDE, FL 33921	DESC IN OR 1627 PG 1489 AKA LOT 2 WHEELERS SUBD LESS RD R/W OR 1317 PG 747-8

23-43-20-00-00007.7040	272.1	0.0582	\$ 15.84	251 WHEELER RD BOCA GRANDE, FL 33921	PG 2313 UREC WILL WHEELER S/D AKA LOT 5 LESS RD R/W OR 1317 PG 747-8
23-43-20-00-00007.704A	670.02	0.0582	\$ 39.00	255 WHEELER RD BOCA GRANDE, FL 33921	AKA LOT 6 WILLIAM WHEELER UNRECORDED SUBD LESS RD R/W OR 1317 PG 747-8
23-43-20-00-00007.7050	272.1	0.0582	\$ 15.84	230 WHEELER RD BOCA GRANDE, FL 33921	IN OR 1624 PG 2165 AKA LOT 11 WM WHEELER SUB UNREC LESS RD R/W OR 1317 PG 747-8
23-43-20-00-00007.7060	689.26	0.0582	\$ 40.11	240 WHEELER RD BOCA GRANDE, FL 33921	IN OR 1624 PG 2167 LESS E 100 FT AKA LOT 10 WM WHEELER SUB UNRE LESS RD R/W OR
23-43-20-00-00007.706A	570.65	0.0582	\$ 33.21	250 WHEELER RD BOCA GRANDE, FL 33921	OR 1624 PG 2167 LESS W 100 FT AKA LOT 9 WM WHEELER UNREC SUB LESS RD R/W OR 1317 PG 747-8
23-43-20-00-00007.7070	725.4	0.0582	\$ 42.22	210 WHEELER RD BOCA GRANDE, FL 33921	DESC IN OR 1648 PG 1086 LESS RD R/W OR 1317 PG 747-8
23-43-20-00-00007.7080	272.1	0.0582	\$ 15.84	220 WHEELER RD BOCA GRANDE, FL 33921	IN OR 1753 PG 3526 LOT 12 WM WHEELER SUBD UNREC LESS RD R/W OR 1317 PG 747-8
23-43-20-00-00007.7090	606.17	0.0582	\$ 35.28	261 WHEELER RD BOCA GRANDE, FL 33921	IN OR 1753 PG 3523 LOT 7 WM WHEELER SUBD UNREC LESS RD R/W OR 1317 PG 747-8
23-43-20-00-00007.7100	272.1	0.0582	\$ 15.84	260 WHEELER RD BOCA GRANDE, FL 33921	IN OR 1753 PG 3523 LOT 8 WM WHEELER SUBD UNREC LESS RD R/W OR 1317 PG 747-8
23-43-20-00-00008.0010	297.46	0.0582	\$ 17.31	258 PILOT ST BOCA GRANDE, FL 33921	+ GOLDEN BCH UT 3 S23 T43 R20 DESC IN OR 304 PG 16
23-43-20-00-00008.0020	346.24	0.0582	\$ 20.15	381 GASPARILLA ST BOCA GRANDE, FL 33921	SE 1/4 S23 T43 R20 AS DESC IN OR 1294 PG 1666
23-43-20-00-00009.0000	3536.87	0.0582	\$ 205.85	160 GULF BLVD BOCA GRANDE, FL 33921	GULF IN N 1/2 AS DESC OR 302 PG 546 LESS N 72 FT
23-43-20-00-00009.0010	1675.6	0.0582	\$ 97.52	150 GULF BLVD BOCA GRANDE, FL 33921	OR 1876 PG 3479 LESS S 3 FT
23-43-20-00-00010.0000	50	0.0582	\$ 2.91	110 GULF BLVD BOCA GRANDE, FL 33921	GULF IN N 1/2 S23 T43 R20 AS DESC IN OR 445 PG 584
23-43-20-00-00100.0010	280	0.0582	\$ 16.30	375 BARBAROSA ST BOCA GRANDE, FL 33921	TWP 43 RGE 20 DESC IN OR 1359 PG 0397
23-43-20-00-00100.0020	491.84	0.0582	\$ 28.63	385 BARBAROSA ST BOCA GRANDE, FL 33921	DESC IN OR 1462 PG 76 AKA BLK D LT 9 OF VAC GOLDEN BCH U-3
23-43-20-00-00100.0030	280	0.0582	\$ 16.30	365 BARBAROSA ST BOCA GRANDE, FL 33921	GOLDEN BEACH UT3 TH E100 N 153 W100 S153 OR1346/446

23-43-20-00-00100.0040	856.7	0.0582	\$ 49.86	355 BARBAROSA ST BOCA GRANDE, FL 33921	LOT 12 OF VACATED PLAT OF GOLDEN BEACH UT 3
23-43-20-01-00006.0000	1814.76	0.0582	\$ 105.62	340 GULF BLVD BOCA GRANDE, FL 33921	PB 10 PG 60 N 1/2 LOT 6
23-43-20-01-00006.0010	2087.46	0.0582	\$ 121.49	344 GULF BLVD BOCA GRANDE, FL 33921	PB 10 PG 60 S 1/2 OF LOT 6
23-43-20-01-00007.0000	3246.41	0.0582	\$ 188.94	350 GULF BLVD BOCA GRANDE, FL 33921	LOT 7 REC PB 10 PG 60 AS DESC IN OR 1316 PG 0581
23-43-20-01-00008.0000	890.6	0.0582	\$ 51.83	360 GULF BLVD 66 BOCA GRANDE, FL 33921	PB 10 PG 60 PT LTS 8 + 9 DESC OR 1873 PG 981
23-43-20-01-00008.0010	2022.2	0.0582	\$ 117.69	356 GULF BLVD BOCA GRANDE, FL 33921	PB 10 PG 60 PT LOT 8 N 74.93 FT LOT 8
23-43-20-01-00009.0000	2645.06	0.0582	\$ 153.94	370 GULF BLVD BOCA GRANDE, FL 33921	PB 10 PG 60 S 74.93 FT OF LOT 9
23-43-20-01-00013.0000	1848.37	0.0582	\$ 107.58	394 GULF BLVD BOCA GRANDE, FL 33921	PB 10 PG 60 LOT 13 LESS N 1/2 OF LOT 13
23-43-20-01-00013.0010	1842.05	0.0582	\$ 107.21	390 GULF BLVD BOCA GRANDE, FL 33921	PB 10 PG 60 PT LOT 13 N 1/2 OF LOT 13
23-43-20-02-00000.001A	378.91	0.0582	\$ 22.05	101 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 LOT 1
23-43-20-02-00000.0030	557.39	0.0582	\$ 32.44	151 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 LOT 3
23-43-20-02-00000.0040	557.69	0.0582	\$ 32.46	161 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 LOTS 4 + PRT OF LOTS 5 + 6 LESS OR 1689 PG 0275 + LESS OR 4696 PG 4691
23-43-20-02-00000.0060	299.9	0.0582	\$ 17.45	181 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 PORT OF LOTS 5 + 6 DESC IN OR 4696 PG 4691
23-43-20-02-00000.0070	743.9	0.0582	\$ 43.29	191 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 LT 7 + PT 6 + 8 DESC IN OR 1698 PG 0275
23-43-20-02-00000.0080	594.81	0.0582	\$ 34.62	201 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 PT LTS 8 + 9 AS DESC IN OR 698 PG 495
23-43-20-02-00000.0100	920	0.0582	\$ 53.54	221 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 LT PT 10 AS DESC IN OR 312 PG 410
23-43-20-02-00000.010A	568.79	0.0582	\$ 33.10	211 DAMFICARE ST BOCA GRANDE, FL 33921	LTS PT 9 + 10 PB 14 PG 83 AS DESC IN OR 943 PG 789

23-43-20-02-00000.0110	639.74	0.0582	\$ 37.23	231 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 LT 11 + PARL DESC IN OR 1668 PG 0322
23-43-20-02-00000.0130	1467.86	0.0582	\$ 85.43	220 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 LOTS 13 + 14 DESC OR 332 PG 509
23-43-20-02-00000.0150	1335.93	0.0582	\$ 77.75	200 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 LT 15 + N 40 FT LT 16 DESC OR361 PG 648
23-43-20-02-00000.0170	407.43	0.0582	\$ 23.71	190 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 LT 17 + S 30 FT LT 16 DESC OR419 PG 707
23-43-20-02-00000.0180	462.53	0.0582	\$ 26.92	180 DAMFICARE ST BOCA GRANDE, FL 33921	GOLDEN BEACH UNIT 2 PB 14 PG 83 LOT 18 AS DESC IN OR 1174 PG 1268
23-43-20-02-00000.0190	1053.4	0.0582	\$ 61.31	170 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 PT LOTS 19 + 20 AS DESC IN OR 519 PG 175
23-43-20-02-00000.0200	1319.31	0.0582	\$ 76.78	160 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 LTS 19 20 21 LESS 1000.019 OR860 PG643
23-43-20-02-00000.0220	538.95	0.0582	\$ 31.37	150 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 LOT 22
23-43-20-02-00000.0230	427.4	0.0582	\$ 24.87	130 DAMFICARE ST BOCA GRANDE, FL 33921	GOLDEN BEACH UNIT 2 PB 14 PG 83 LOTS 23 THRU 25 + E 60FT OF LOT 26
23-43-20-02-00000.0270	425	0.0582	\$ 24.74	120 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 LOT 27 + W 10 FT LOT 26 DESC OR913 PG 711
23-43-20-02-00000.0280	403.8	0.0582	\$ 23.50	110 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 LTS 28 THRU 30
23-43-20-02-0000A.0000	1038.39	0.0582	\$ 60.43	111 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 LT A + LT 2 AS DESC IN OR 1075 PG 1337
23-43-20-02-0000B.0000	997.74	0.0582	\$ 58.07	121 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 LTS B C D + E AS DESC IN OR 1196 PG 2025
23-43-20-02-0000F.0000	1999.01	0.0582	\$ 116.34	131 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 LOTS F G H J + K
23-43-20-02-0000L.0000	405.53	0.0582	\$ 23.60	141 DAMFICARE ST BOCA GRANDE, FL 33921	PB 14 PG 83 LTS L M N O P AS DESC IN OR 1024 PG 1516
23-43-20-03-00000.0010	348.07	0.0582	\$ 20.26	201 PILOT ST BOCA GRANDE, FL 33921	PB 11 PG 23TRACT 1 DESC IN OR 683 PG 711
23-43-20-03-00000.0020	292.2	0.0582	\$ 17.01	321 GULF BLVD BOCA GRANDE, FL 33921	PB 11 PG 23 OR 1236 PG2038 TRACT 2 LESS 300.002A B+C

23-43-20-03-00000.002A	473.92	0.0582	\$ 27.58	307 GASPARILLA ST BOCA GRANDE, FL 33921	PB 11/23 PT TR 2 DESC OR 1777 PG 4578
23-43-20-03-00000.002B	239.7	0.0582	\$ 13.95	208 PILOT ST BOCA GRANDE, FL 33921	PB 11 PG 23 OR 1184 PG1652 TRACT 2 LESS 300.002 A + C
23-43-20-03-00000.002C	603.61	0.0582	\$ 35.13	200 PILOT ST BOCA GRANDE, FL 33921	PB 11 PG 23 OR 1167 PG2167 TRACT 2 LESS 300.002 A + B
23-43-20-03-00000.002D	390.44	0.0582	\$ 22.72	212 PILOT ST BOCA GRANDE, FL 33921	PB 11 PG 23 PT TRACT 2 DESC IN OR 1710 PG 4373
23-43-20-03-00000.0030	287	0.0582	\$ 16.70	300 GASPARILLA ST BOCA GRANDE, FL 33921	PB 11 PG 23 TRACT 3 LESS 3A + 3B
23-43-20-03-00000.003A	283.8	0.0582	\$ 16.52	343 GULF BLVD BOCA GRANDE, FL 33921	PB 11 PG 23 PT TRACT 3 DESC IN OR 1390 PG 433
23-43-20-03-00000.003B	284.7	0.0582	\$ 16.57	307 BAILY ST BOCA GRANDE, FL 33921	GOLDEN BEACH UNIT 3 PB 11 PG 23 PT TRACT 3 DESC IN OR 2779 PG 0281
23-43-20-03-00000.0040	286	0.0582	\$ 16.65	300 BAILY ST BOCA GRANDE, FL 33921	PB 11/22 TR4 NLY 102.34FT+ W15 FT VAC R/W OR 2142/936
23-43-20-03-00000.004A	501.36	0.0582	\$ 29.18	371 GULF BLVD BOCA GRANDE, FL 33921	TR4 S102.33FT OF N 204.67 FT + VAC R/W OR 2142/936
23-43-20-03-00000.004B	286	0.0582	\$ 16.65	305 BARBAROSA ST BOCA GRANDE, FL 33921	TR 4 SLY 102.33 FT + W 15 FT VAC R/W OR 2142 PG 936
23-43-20-03-00000.0050	278.85	0.0582	\$ 16.23	407 LAFITTE ST BOCA GRANDE, FL 33921	PT TR 5 E 75 FT + W 15 FT VAC OR 2142 PG 936
23-43-20-03-00000.005A	292.4	0.0582	\$ 17.02	385 GULF BLVD BOCA GRANDE, FL 33921	TR 5 N 100 FT OF S 206FT + VAC OR 2142 PG 936
23-43-20-03-00000.005B	292.4	0.0582	\$ 17.02	306 BARBAROSA ST BOCA GRANDE, FL 33921	TR 5 N 100 FT + W 15 FT VAC OR 2142 PG 936
23-43-20-03-00000.005C	469.47	0.0582	\$ 27.32	401 LAFITTE ST BOCA GRANDE, FL 33921	PB 11 PG 22 PT TRK 5 DESC IN OR 1526 PG 842
23-43-20-03-0000A.0010	723.09	0.0582	\$ 42.08	217 PILOT ST BOCA GRANDE, FL 33921	BLK A PB 11 PG 23 LTS 1 + 2 AS DESC IN OR 659 PG 755
23-43-20-03-0000A.0030	738.12	0.0582	\$ 42.96	237 PILOT ST BOCA GRANDE, FL 33921	BLK A PB 11 PG 23 LOT 3 AS DESC IN OR 790 PG 100
23-43-20-03-0000A.0040	227.48	0.0582	\$ 13.24	247 PILOT ST BOCA GRANDE, FL 33921	BLK A PB 11 PG 23 LOT 4 AS DESC IN OR 557 PG 581

23-43-20-03-0000B.0010	741	0.0582	\$ 43.13	218 PILOT ST BOCA GRANDE, FL 33921	BLK B PB 11 PG 23 LOT 1 AS DESC IN OR 952 PG 432
23-43-20-03-0000B.0020	554.49	0.0582	\$ 32.27	228 PILOT ST BOCA GRANDE, FL 33921	BLK B PB 11 PG 23 LOT 2 AS DESC IN OR 663 PG 400
23-43-20-03-0000B.0030	248.46	0.0582	\$ 14.46	238 PILOT ST BOCA GRANDE, FL 33921	BLK B PB 11 PG 23 LOT 3 AS DESC IN OR 340 PG 275
23-43-20-03-0000B.0040	273.4	0.0582	\$ 15.91	248 PILOT ST BOCA GRANDE, FL 33921	BLK B PB 11 PG 23 LOT 4 AS DESC IN OR 111 PG 329
23-43-20-03-0000B.0050	391.17	0.0582	\$ 22.77	311 GASPARILLA ST BOCA GRANDE, FL 33921	BLK B PB 11 PG 23 LOT 5 AS DESC IN OR 689 PG 252
23-43-20-03-0000B.0060	749.68	0.0582	\$ 43.63	321 GASPARILLA ST BOCA GRANDE, FL 33921	BLK B PB 11 PG 23 LOT 6 AS DESC IN OR 289 PG 853
23-43-20-03-0000B.0070	632.49	0.0582	\$ 36.81	331 GASPARILLA ST BOCA GRANDE, FL 33921	BLK B PB 11 PG 23 LOT 7 AS DESC IN OR 1194 PG 1371
23-43-20-03-0000B.0080	279.4	0.0582	\$ 16.26	341 GASPARILLA ST BOCA GRANDE, FL 33921	BLK B PB 11 PG 23 LOT 8 AS DESC IN OR 1194 PG 1371
23-43-20-03-0000B.0090	319.7	0.0582	\$ 18.61	351 GASPARILLA ST BOCA GRANDE, FL 33921	BLK B PB 11 PG 23 LOT 9
23-43-20-03-0000B.0100	597.84	0.0582	\$ 34.79	361 GASPARILLA ST BOCA GRANDE, FL 33921	BLK B PB 11 PG 23 LOT 10
23-43-20-03-0000C.0010	384.08	0.0582	\$ 22.35	310 GASPARILLA ST BOCA GRANDE, FL 33921	BLK C PB 11 PG 23 LOT 1 AS DESC IN OR 162 PG 545
23-43-20-03-0000C.0020	376.62	0.0582	\$ 21.92	320 GASPARILLA ST BOCA GRANDE, FL 33921	BLK C PB 11 PG 23 LOT 2 AS DESC IN OR 298 PG 217
23-43-20-03-0000C.0030	392.35	0.0582	\$ 22.83	330 GASPARILLA ST BOCA GRANDE, FL 33921	BLK C PB 11 PG 23 LOT 3 AS DESC IN OR 11 PG 677
23-43-20-03-0000C.0040	280	0.0582	\$ 16.30	340 GASPARILLA ST BOCA GRANDE, FL 33921	BLK C PB 11 PG 23 LOT 4 AS DESC IN OR 790 PG 233
23-43-20-03-0000C.0050	442.78	0.0582	\$ 25.77	350 GASPARILLA ST BOCA GRANDE, FL 33921	BLK C PB 11 PG 23 LOT 5 AS DESC IN OR 1156 PG 2060
23-43-20-03-0000C.0060	593.49	0.0582	\$ 34.54	360 GASPARILLA ST BOCA GRANDE, FL 33921	BLK C PB 11 PG 23 LOT 6 AS DESC IN OR 1084 PG 1882
23-43-20-03-0000C.0070	953.19	0.0582	\$ 55.48	370 GASPARILLA ST BOCA GRANDE, FL 33921	BLK C PB 11 PG 23 LOT 7 AS DESC IN OR 1048 PG 1455

23-43-20-03-0000C.0080	280	0.0582	\$ 16.30	380 GASPARILLA ST BOCA GRANDE, FL 33921	BLK C PB 11 PG 23 LOT 8 AS DESC IN OR 1048 PG 1455
23-43-20-03-0000C.0090	280	0.0582	\$ 16.30	383 BAILY ST BOCA GRANDE, FL 33921	BLK C PB 11 PG 23 LOT 9 AS DESC IN OR 590 PG 879
23-43-20-03-0000C.0100	358.1	0.0582	\$ 20.84	373 BAILY ST BOCA GRANDE, FL 33921	BLK C PB 11 PG 23 LOTS 10 THRU 12
23-43-20-03-0000C.0130	217.13	0.0582	\$ 12.64	343 BAILY ST BOCA GRANDE, FL 33921	BLK C PB 11 PG 23 LOT 13
23-43-20-03-0000C.0140	344.25	0.0582	\$ 20.04	333 BAILY ST BOCA GRANDE, FL 33921	BLK C PB 11 PG 23 LOT 14
23-43-20-03-0000C.0150	280	0.0582	\$ 16.30	323 BAILY ST BOCA GRANDE, FL 33921	BLK C PB 11 PG 23 LOT 15
23-43-20-03-0000C.0160	237.8	0.0582	\$ 13.84	313 BAILY ST BOCA GRANDE, FL 33921	BLK C PB 11 PG 23 LOT 16 AS DESC IN OR 1186 PG 2131
23-43-20-03-0000D.0010	925.72	0.0582	\$ 53.88	312 BAILY ST BOCA GRANDE, FL 33921	BLK D PB 11 PG 21 LOT 1 + E 15 FT VAC OR 2142 PG 936
23-43-20-03-0000D.0020	641.69	0.0582	\$ 37.35	322 BAILY ST BOCA GRANDE, FL 33921	BLK D PB 11 PG 22 LOT 2 DESC OR 829 PG 388
23-43-20-03-0000D.0030	280	0.0582	\$ 16.30	332 BAILY ST BOCA GRANDE, FL 33921	BLK D PB 11 PG 22 LOT 3 DESC OR 590 PG 879
23-43-20-03-0000D.0040	182.63	0.0582	\$ 10.63	342 BAILY ST BOCA GRANDE, FL 33921	BLK D PB 11 PG 22 LOT 4 DESC OR 673 PG 533
23-43-20-03-0000D.0050	280	0.0582	\$ 16.30	352 BAILY ST BOCA GRANDE, FL 33921	BLK D PB 11 PG 22 LOT 5 DESC OR 590 PG 879
23-43-20-03-0000D.0060	352.49	0.0582	\$ 20.51	362 BAILY ST BOCA GRANDE, FL 33921	BLK D PB 11 PG 22 LOT 6 DESC OR 8 PG 329
23-43-20-03-0000D.0070	445.47	0.0582	\$ 25.93	372 BAILY ST BOCA GRANDE, FL 33921	BLK.D PB 11 PG 22 LOT 7 DESC OR 1177 PG 2058
23-43-20-03-0000D.0080	739.12	0.0582	\$ 43.02	382 BAILY ST BOCA GRANDE, FL 33921	BLK D PB 11 PG 22 LOT 8 DESC OR 590 PG 879
23-43-20-03-0000D.0130	280	0.0582	\$ 16.30	345 BARBAROSA ST BOCA GRANDE, FL 33921	BLK D PB 11 PG 22 LOT 13 DESC OR 1144 PG 627
23-43-20-03-0000D.0140	416.71	0.0582	\$ 24.25	335 BARBAROSA ST BOCA GRANDE, FL 33921	BLK D PB 11 PG 22 LOT 14 DESC OR 1102 PG1136

23-43-20-03-0000D.0150	280	0.0582	\$ 16.30	325 BARBAROSA ST BOCA GRANDE, FL 33921	BLK D PB 11 PG 22 LOT 15 DESC OR 1144 PG 626
23-43-20-03-0000D.0160	937.17	0.0582	\$ 54.54	315 BARBAROSA ST BOCA GRANDE, FL 33921	PB 11 PG 22 LOT 16 + E 15 FT VAC R/W OR 2142 PG 936
23-43-20-05-00000.0010	297.94	0.0582	\$ 17.34	221 GULF BLVD BOCA GRANDE, FL 33921	PB 0030 PG 0146 LOT 1
23-43-20-05-00000.0020	435.36	0.0582	\$ 25.34	211 SEABREEZE CT BOCA GRANDE, FL 33921	PB 30 PG 146 LOT 2
23-43-20-05-00000.0030	337.38	0.0582	\$ 19.64	221 SEABREEZE CT BOCA GRANDE, FL 33921	PB 30 PG 146 LOT 3
23-43-20-05-00000.0040	508.77	0.0582	\$ 29.61	231 SEABREEZE CT BOCA GRANDE, FL 33921	PB 0030 PG 146 LOT 4
23-43-20-05-00000.0050	823.27	0.0582	\$ 47.91	241 SEABREEZE CT BOCA GRANDE, FL 33921	PB 30 PG 146 LOT 5
23-43-20-05-00000.0060	696.16	0.0582	\$ 40.52	251 SEABREEZE CT BOCA GRANDE, FL 33921	PB 30 PG 146 LOT 6
23-43-20-05-00000.0070	258.8	0.0582	\$ 15.06	261 SEABREEZE CT BOCA GRANDE, FL 33921	PB 0030 PG 0146 LOT 7
23-43-20-05-00000.0080	323.12	0.0582	\$ 18.81	271 SEABREEZE CT BOCA GRANDE, FL 33921	PB 30 PG 146 LOT 8
23-43-20-05-00000.0090	588.36	0.0582	\$ 34.24	281 SEABREEZE CT BOCA GRANDE, FL 33921	PB 30 PG 146 LOT 9
23-43-20-05-00000.0100	260.7	0.0582	\$ 15.17	280 SEABREEZE CT BOCA GRANDE, FL 33921	PB 30 PG 146 LOT 10
23-43-20-05-00000.0110	258.9	0.0582	\$ 15.07	270 SEABREEZE CT BOCA GRANDE, FL 33921	PB 30 PG 146 LOT 11
23-43-20-05-00000.0120	258.8	0.0582	\$ 15.06	260 SEABREEZE CT BOCA GRANDE, FL 33921	PB 30 PG 146 LOT 12
23-43-20-05-00000.0130	255	0.0582	\$ 14.84	250 SEABREEZE CT BOCA GRANDE, FL 33921	PB 30 PG 146 LOT 13
23-43-20-05-00000.0140	455.38	0.0582	\$ 26.50	240 SEABREEZE CT BOCA GRANDE, FL 33921	PB 30 PG146 LOT 14
23-43-20-05-00000.0150	255.1	0.0582	\$ 14.85	230 SEABREEZE CT BOCA GRANDE, FL 33921	PB 30 PG 146 LOT 15

23-43-20-05-00000.0160	734.93	0.0582	\$ 42.77	220 SEABREEZE CT BOCA GRANDE, FL 33921	PB 30 PG 146 LOT 16
23-43-20-05-00000.0170	294.35	0.0582	\$ 17.13	210 SEABREEZE CT BOCA GRANDE, FL 33921	PB 30 PG 146 LOT 17
23-43-20-05-00000.0180	758.65	0.0582	\$ 44.15	200 SEABREEZE CT BOCA GRANDE, FL 33921	PB 30 PG 146 LOT 18
23-43-20-06-00000.0110	650.66	0.0582	\$ 37.87	290 GULF BLVD 11 BOCA GRANDE, FL 33921	BOCA GRANDE RES 11 AS DESC IN OR 1452 PG 1289
23-43-20-06-00000.0120	529.5	0.0582	\$ 30.82	290 GULF BLVD 12 BOCA GRANDE, FL 33921	BOCA GRANDE RES 12 AS DESC IN OR 1449 PG 2350
23-43-20-06-00000.0140	530.59	0.0582	\$ 30.88	290 GULF BLVD 14 BOCA GRANDE, FL 33921	BOCA GRANDE RES 14 AS DESC IN OR 1453 PG 1785
23-43-20-06-00000.0150	551.3	0.0582	\$ 32.09	290 GULF BLVD 15 BOCA GRANDE, FL 33921	BOCA GRANDE RES 15 AS DESC IN OR 1447 PG 242
23-43-20-06-00000.0160	544.6	0.0582	\$ 31.70	290 GULF BLVD 16 BOCA GRANDE, FL 33921	BOCA GRANDE RES 16 AS DESC IN OR 1449 PG 122
23-43-20-06-00000.0170	527	0.0582	\$ 30.67	290 GULF BLVD 17 BOCA GRANDE, FL 33921	BOCA GRANDE RES 17 AS DESC IN OR 1451 PG 1417
23-43-20-06-00000.0180	524.49	0.0582	\$ 30.53	290 GULF BLVD 18 BOCA GRANDE, FL 33921	BOCA GRANDE RES 18 AS DESC IN OR 1403 PG 530
23-43-20-06-00000.0190	528.69	0.0582	\$ 30.77	290 GULF BLVD 19 BOCA GRANDE, FL 33921	RES#19-S 26.04 FT OF N 91. 43FT LTS 1 2 2A GOLDEN BCH
23-43-20-06-00000.0200	574.6	0.0582	\$ 33.44	290 GULF BLVD 20 BOCA GRANDE, FL 33921	BOCA GRANDE RES 20 AS DESC IN OR 1489 PG 904
23-43-20-06-00000.0210	502.19	0.0582	\$ 29.23	290 GULF BLVD 21 BOCA GRANDE, FL 33921	THE LIGHTHOUSE AT BOCA GRANDE RES 21 DESC IN OR 1488 PG 196
23-43-20-08-00000.0010	791.21	0.0582	\$ 46.05	480 GULF BLVD 1 BOCA GRANDE, FL 33921	RES 1 AS DESC IN OR 1307 PG 1105
23-43-20-08-00000.0020	665.98	0.0582	\$ 38.76	480 GULF BLVD 2 BOCA GRANDE, FL 33921	RES 2 AS DESC IN OR 1310 PG 913
23-43-20-08-00000.0030	664.12	0.0582	\$ 38.65	480 GULF BLVD 3 BOCA GRANDE, FL 33921	RES 3 AS DESC IN OR 1302 PG 1390
23-43-20-08-00000.0040	663.98	0.0582	\$ 38.64	480 GULF BLVD 4 BOCA GRANDE, FL 33921	RES 4 AS DESC IN OR 1303 PG 1182

23-43-20-08-00000.0050	678.91	0.0582	\$ 39.51	480 GULF BLVD 5 BOCA GRANDE, FL 33921	RES 5 AS DESC IN OR 1308 PG 35
23-43-20-08-00000.0060	751.01	0.0582	\$ 43.71	480 GULF BLVD 6 BOCA GRANDE, FL 33921	RES 6 AS DESC IN OR 1304 PG 1960
23-43-20-08-00000.0070	661.75	0.0582	\$ 38.51	480 GULF BLVD 7 BOCA GRANDE, FL 33921	RES 7 AS DESC IN OR 1317 PG 1336
23-43-20-08-00000.0080	661.75	0.0582	\$ 38.51	480 GULF BLVD 8 BOCA GRANDE, FL 33921	RES 8 AS DESC IN OR 1307 PG 1111
23-43-20-08-00000.0090	663.43	0.0582	\$ 38.61	480 GULF BLVD 9 BOCA GRANDE, FL 33921	RES 9 AS DESC IN OR 1307 PG 1118
23-43-20-08-00000.0100	660.37	0.0582	\$ 38.43	480 GULF BLVD 10 BOCA GRANDE, FL 33921	RES 10 AS DESC IN OR 1308 PG 40
23-43-20-08-00000.0110	660.12	0.0582	\$ 38.42	480 GULF BLVD 11 BOCA GRANDE, FL 33921	RES 11 AS DESC IN OR 1307 PG 1124
23-43-20-08-00000.0120	662.28	0.0582	\$ 38.54	480 GULF BLVD 12 BOCA GRANDE, FL 33921	RES 12 AS DESC IN OR 1302 PG 1396
23-43-20-08-00000.0130	659.66	0.0582	\$ 38.39	480 GULF BLVD 13 BOCA GRANDE, FL 33921	RES 13 AS DESC IN OR 1305 PG 232
23-43-20-08-00000.0140	660.99	0.0582	\$ 38.47	480 GULF BLVD 14 BOCA GRANDE, FL 33921	RES 14 AS DESC IN OR 1307 PG 1130
23-43-20-10-00000.0010	659.9	0.0582	\$ 38.41	380 GULF BLVD 1 BOCA GRANDE, FL 33921	RESIDENCE 1 AS DESC IN OR 1228 PG 134
23-43-20-10-00000.0020	543.7	0.0582	\$ 31.64	380 GULF BLVD 2 BOCA GRANDE, FL 33921	RESIDENCE 2 AS DESC IN OR 1228 PG 138
23-43-20-10-00000.0030	593	0.0582	\$ 34.51	380 GULF BLVD 3 BOCA GRANDE, FL 33921	RESIDENCE 3 AS DESC IN OR 1228 PG 142
23-43-20-10-00000.0040	658.25	0.0582	\$ 38.31	380 GULF BLVD 4 BOCA GRANDE, FL 33921	RESIDENCE 4 AS DESC IN OR 1233 PG 478
23-43-20-10-00000.0050	516.28	0.0582	\$ 30.05	380 GULF BLVD 5 BOCA GRANDE, FL 33921	RESIDENCE 5 AS DESC IN OR 1233 PG 482
23-43-20-10-00000.0060	537.2	0.0582	\$ 31.27	380 GULF BLVD 6 BOCA GRANDE, FL 33921	RESIDENCE 6 AS DESC IN OR 1256 PG 166
23-43-20-10-00000.0070	519.2	0.0582	\$ 30.22	380 GULF BLVD 7 BOCA GRANDE, FL 33921	RESIDENCE 7 AS DESC IN OR 1269 PG 281

23-43-20-10-00000.0080	576.9	0.0582	\$ 33.58	380 GULF BLVD 8 BOCA GRANDE, FL 33921	RESIDENCE 8 AS DESC IN OR 1260 PG 803
23-43-20-10-00000.0090	650.09	0.0582	\$ 37.84	380 GULF BLVD 9 BOCA GRANDE, FL 33921	RESIDENCE 9 AS DESC IN OR 1249 PG 1644
23-43-20-10-00000.0100	649.55	0.0582	\$ 37.80	380 GULF BLVD 10 BOCA GRANDE, FL 33921	RESIDENCE 10 AS DESC IN OR 1252 PG 1258
23-43-20-10-00000.0110	642.98	0.0582	\$ 37.42	380 GULF BLVD 11 BOCA GRANDE, FL 33921	RESIDENCE 11 AS DESC IN OR 1249 PG 1643
23-43-20-10-00000.0120	636.94	0.0582	\$ 37.07	380 GULF BLVD 12 BOCA GRANDE, FL 33921	RESIDENCE 12 AS DESC IN OR 1255 PG 1568
23-43-20-10-00000.0130	635.31	0.0582	\$ 36.98	380 GULF BLVD 13 BOCA GRANDE, FL 33921	RESIDENCE 13 AS DESC IN OR 1251 PG 79
23-43-20-10-00000.0140	548	0.0582	\$ 31.89	380 GULF BLVD 14 BOCA GRANDE, FL 33921	RESIDENCE 14 AS DESC IN OR 1255 PG 566
23-43-20-10-00000.0150	690.1	0.0582	\$ 40.16	380 GULF BLVD 15 BOCA GRANDE, FL 33921	RESIDENCE 15 AS DESC IN OR 1239 PG 696
23-43-20-11-00000.0010	675.3	0.0582	\$ 39.30	420 GULF BLVD 1 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 1 DESC IN OR 1533 PG 691
23-43-20-11-00000.0020	542.09	0.0582	\$ 31.55	420 GULF BLVD 2 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 2 DESC IN OR 1538 PG 359
23-43-20-11-00000.0030	546.69	0.0582	\$ 31.82	420 GULF BLVD 3 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES NO 3 DESC IN OR 1510 PG 486
23-43-20-11-00000.0040	604.59	0.0582	\$ 35.19	420 GULF BLVD 4 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 4 DESC IN OR 1519 PG 576
23-43-20-11-00000.0050	597.89	0.0582	\$ 34.80	420 GULF BLVD 5 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES NO 5 DESC IN OR 1517 PG 1035
23-43-20-11-00000.0060	547.19	0.0582	\$ 31.85	420 GULF BLVD 6 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES NO 6 DESC IN OR 1517 PG 856
23-43-20-11-00000.0070	529.19	0.0582	\$ 30.80	420 GULF BLVD 7 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES NO 7 DESC IN OR 1506 PG 463
23-43-20-11-00000.0080	621.49	0.0582	\$ 36.17	420 GULF BLVD 8 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES NO 8 DESC IN OR 1517 PG 1023
23-43-20-11-00000.0090	590.99	0.0582	\$ 34.40	420 GULF BLVD 9 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 9 DESC IN OR 1519 PG 1982

23-43-20-11-00000.0100	540.29	0.0582	\$ 31.44	420 GULF BLVD 10 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 10 DESC IN OR 1519 PG 1967
23-43-20-11-00000.0110	536.09	0.0582	\$ 31.20	420 GULF BLVD 11 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 11 DESC IN OR 1519 PG 1994
23-43-20-11-00000.0120	621.19	0.0582	\$ 36.15	420 GULF BLVD 12 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 12 DESC IN OR 1519 PG 2006
23-43-20-11-00000.0130	571.69	0.0582	\$ 33.27	420 GULF BLVD 13 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 13 AS DESC IN OR 1474 PG 1841
23-43-20-11-00000.0140	531.58	0.0582	\$ 30.94	420 GULF BLVD 14 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 14 AS DESC IN OR 1479 PG 60
23-43-20-11-00000.0150	519.38	0.0582	\$ 30.23	420 GULF BLVD 15 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 15 AS DESC IN OR 1485 PG 1272
23-43-20-11-00000.0160	592.19	0.0582	\$ 34.47	420 GULF BLVD 16 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 16 AS DESC IN OR 1485 PG 1255
23-43-20-11-00000.0170	586.29	0.0582	\$ 34.12	420 GULF BLVD 17 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 17 AS DESC IN OR 1470 PG 1302
23-43-20-11-00000.0180	533.99	0.0582	\$ 31.08	420 GULF BLVD 18 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 18 AS DESC IN OR 1482 PG 320
23-43-20-11-00000.0190	536.69	0.0582	\$ 31.24	420 GULF BLVD 19 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 19 AS DESC IN OR 1468 PG 1776
23-43-20-11-00000.0200	603.2	0.0582	\$ 35.11	420 GULF BLVD 20 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 20 AS DESC IN OR 1469 PG 715
23-43-20-11-00000.0210	589.89	0.0582	\$ 34.33	420 GULF BLVD 21 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 21 AS DESC IN OR 1476 PG 344
23-43-20-11-00000.0220	539.09	0.0582	\$ 31.38	420 GULF BLVD 22 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 22 AS DESC IN OR 1476 PG 353
23-43-20-11-00000.0230	534.59	0.0582	\$ 31.11	420 GULF BLVD 23 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 23 AS DESC IN OR 1470 PG 499
23-43-20-11-00000.0240	594.98	0.0582	\$ 34.63	420 GULF BLVD 24 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 24 AS DESC IN OR 1476 PG 1265
23-43-20-11-00000.0250	594.49	0.0582	\$ 34.60	420 GULF BLVD 25 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 25 AS DESC IN OR 1461 PG 666
23-43-20-11-00000.0260	521.89	0.0582	\$ 30.37	420 GULF BLVD 26 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 26 AS DESC IN OR 1469 PG 732

23-43-20-11-00000.0270	580.58	0.0582	\$ 33.79	420 GULF BLVD 27 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 27 AS DESC IN OR 1461 PG 649
23-43-20-11-00000.0280	675.07	0.0582	\$ 39.29	420 GULF BLVD 28 BOCA GRANDE, FL 33921	OR 1461 PG 1311 RES 28 AS DESC IN OR 1472 PG 2020
23-43-20-12-00000.0010	496.85	0.0582	\$ 28.92	412 LAFITTE ST BOCA GRANDE, FL 33921	PB 36 PG 56 LOT 1
23-43-20-12-00000.0020	598.98	0.0582	\$ 34.86	413 KIDD ST BOCA GRANDE, FL 33921	PB 36 PG 56 LOT 2
23-43-20-12-00000.0030	844.82	0.0582	\$ 49.17	402 LAFITTE ST BOCA GRANDE, FL 33921	PB 36 PG 56 LOT 3
23-43-20-12-00000.0040	518.14	0.0582	\$ 30.16	411 GULF BLVD BOCA GRANDE, FL 33921	PB 36 PG 56 LOT 4
23-43-20-12-00000.0050	741.21	0.0582	\$ 43.14	403 KIDD ST BOCA GRANDE, FL 33921	PB 36 PG 56 LOT 5
23-43-20-12-00000.0060	740.6	0.0582	\$ 43.10	414 KIDD ST BOCA GRANDE, FL 33921	PB 36 PG 56 LOT 6
23-43-20-12-00000.0070	631.44	0.0582	\$ 36.75	425 LUKE ST BOCA GRANDE, FL 33921	PB 36 PG 56 LOT 7
23-43-20-12-00000.0080	550.86	0.0582	\$ 32.06	404 KIDD ST BOCA GRANDE, FL 33921	PB 36 PG 56 LOT 8
23-43-20-12-00000.0090	674.64	0.0582	\$ 39.26	421 GULF BLVD BOCA GRANDE, FL 33921	PB 36 PG 56 LOT 9
23-43-20-12-00000.0100	602.9	0.0582	\$ 35.09	405 LUKE ST BOCA GRANDE, FL 33921	PB 36 PG 56 LOT 10
23-43-20-20-00001.00A0	327.14	0.0582	\$ 19.04	320 GULF BLVD 1A BOCA GRANDE, FL 33921	BLDG 1 OR 510 PG 799 UNIT A DESC OR 610 PG 463
23-43-20-20-00001.00B0	327.14	0.0582	\$ 19.04	320 GULF BLVD 1B BOCA GRANDE, FL 33921	BLDG 1 OR 510 PG 799 UNIT B DESC OR 917 PG 879
23-43-20-20-00001.00C0	371.69	0.0582	\$ 21.63	320 GULF BLVD 1C BOCA GRANDE, FL 33921	BOCA GRANDE BEACH CLUB CON BLDG 1 OR 510 PG 799 UNIT C DESC OR 1168 PG 1444
23-43-20-20-00001.00D0	327.14	0.0582	\$ 19.04	320 GULF BLVD 1D BOCA GRANDE, FL 33921	BLDG 1 OR 510 PG 799 UNIT D DESC OR 1189 PG1245
23-43-20-20-00002.00A0	371.69	0.0582	\$ 21.63	320 GULF BLVD 2A BOCA GRANDE, FL 33921	BLDG 2 OR 510 PG 799 UNIT-A DESC OR 963 PG 738

23-43-20-20-00002.00B0	480.15	0.0582	\$ 27.94	320 GULF BLVD 2B BOCA GRANDE, FL 33921	BLDG 2 OR 510 PG 799 UNIT-B DESC OR 528 PG 358
23-43-20-20-00002.00C0	480.15	0.0582	\$ 27.94	320 GULF BLVD 2C BOCA GRANDE, FL 33921	BLDG 2 OR 510 PG 799 UNIT-C DESC OR 545 PG 568
23-43-20-20-00002.00D0	327.14	0.0582	\$ 19.04	320 GULF BLVD 2D BOCA GRANDE, FL 33921	BLDG 2 OR 510 PG 799 UNIT-D DESC OR 1110 PG 328
23-43-20-20-00002.00E0	371.69	0.0582	\$ 21.63	320 GULF BLVD 2E BOCA GRANDE, FL 33921	BLDG.2 OR 510 PG 799 UNIT-E DESC OR 917 PG 748
23-43-20-20-00002.00F0	480.15	0.0582	\$ 27.94	320 GULF BLVD 2F BOCA GRANDE, FL 33921	BLDG 2 OR 510 PG 799 UNIT-F DESC OR 1097 PG 710
23-43-20-20-00002.00G0	480.15	0.0582	\$ 27.94	320 GULF BLVD 2G BOCA GRANDE, FL 33921	BLDG 2 OR 510 PG 799 UNIT-G DESC OR 1178 PG 62
23-43-20-20-00002.00H0	327.14	0.0582	\$ 19.04	320 GULF BLVD 2H BOCA GRANDE, FL 33921	BLDG 2 OR 510 PG 799 UNIT-H DESC OR 964 PG 613
23-43-20-20-00003.00A0	327.14	0.0582	\$ 19.04	320 GULF BLVD 3A BOCA GRANDE, FL 33921	BLDG 3 OR 510 PG 799 UNIT A DESC OR 1037 PG 199
23-43-20-20-00003.00B0	480.15	0.0582	\$ 27.94	320 GULF BLVD 3B BOCA GRANDE, FL 33921	BOCA GRANDE BEACH CLUB CON BLDG 3 OR 510 PG 799 UNIT B DESC OR 657 PG 421
23-43-20-20-00003.00C0	480.15	0.0582	\$ 27.94	320 GULF BLVD 3C BOCA GRANDE, FL 33921	BLDG 3 OR 510 PG 799 UNIT C DESC OR 1277 PG 671
23-43-20-20-00003.00D0	327.14	0.0582	\$ 19.04	320 GULF BLVD 3D BOCA GRANDE, FL 33921	BLDG 3 OR 510 PG 799 UNIT D DESC OR 963 PG 728
23-43-20-20-00003.00E0	327.14	0.0582	\$ 19.04	320 GULF BLVD 3E BOCA GRANDE, FL 33921	BLDG 3 OR 510 PG 799 UNIT E DESC OR 963 PG 713
23-43-20-20-00003.00F0	480.15	0.0582	\$ 27.94	320 GULF BLVD 3F BOCA GRANDE, FL 33921	BLDG 3 OR 510 PG 799 UNIT F DESC OR 1120 PG 300
23-43-20-20-00003.00G0	480.15	0.0582	\$ 27.94	320 GULF BLVD 3G BOCA GRANDE, FL 33921	BLDG 3 OR 510 PG 799 UNIT G DESC OR 1111 PG1349
23-43-20-20-00003.00H0	327.14	0.0582	\$ 19.04	320 GULF BLVD 3H BOCA GRANDE, FL 33921	BLDG 3 OR 510 PG 799 UNIT H DESC OR 1027 PG 688
23-43-20-20-00004.00A0	327.14	0.0582	\$ 19.04	320 GULF BLVD 4A BOCA GRANDE, FL 33921	BLDG 4 OR 510 PG 799 UNIT A DESC OR 1043 PG 416
23-43-20-20-00004.00B0	327.14	0.0582	\$ 19.04	320 GULF BLVD 4B BOCA GRANDE, FL 33921	BLDG 4 OR 510 PG 799 UNIT B DESC OR 1043 PG 411

23-43-20-20-00004.00C0	252.46	0.0582	\$ 14.69	320 GULF BLVD 4C BOCA GRANDE, FL 33921	BLDG 4 OR 510 PG 799 UNIT C DESC OR 1043 PG 410
23-43-20-20-00004.00D0	371.69	0.0582	\$ 21.63	320 GULF BLVD 4D BOCA GRANDE, FL 33921	BLDG 4 OR 510 PG 799 UNIT D DESC OR 1224 PG1485
23-43-20-20-00005.00A0	327.14	0.0582	\$ 19.04	320 GULF BLVD 5A BOCA GRANDE, FL 33921	BLDG 5 OR 510 PG 799 UNIT A DESC OR 1166 PG1882
23-43-20-20-00005.00B0	480.15	0.0582	\$ 27.94	320 GULF BLVD 5B BOCA GRANDE, FL 33921	BLDG 5 OR 510 PG 799 UNIT B DESC OR 1222 PG2132
23-43-20-20-00005.00C0	480.15	0.0582	\$ 27.94	320 GULF BLVD 5C BOCA GRANDE, FL 33921	BLDG 5 OR 510 PG 799 UNIT C DESC OR 1003 PG1675
23-43-20-20-00005.00D0	371.69	0.0582	\$ 21.63	320 GULF BLVD 5D BOCA GRANDE, FL 33921	BLDG 5 OR 510 PG 799 UNIT D DESC OR 963 PG 733
23-43-20-20-00005.00E0	252.46	0.0582	\$ 14.69	320 GULF BLVD 5E BOCA GRANDE, FL 33921	BLDG 5 OR 510 PG 799 UNIT E DESC OR 1209 PG1066
23-43-20-20-00005.00F0	480.15	0.0582	\$ 27.94	320 GULF BLVD 5F BOCA GRANDE, FL 33921	BLDG 5 OR 510 PG 799 UNIT F DESC OR 1137 PG2151
23-43-20-20-00005.00G0	480.15	0.0582	\$ 27.94	320 GULF BLVD 5G BOCA GRANDE, FL 33921	BLDG 5 OR 510 PG 799 UNIT G DESC OR 1145 PG 358
23-43-20-20-00005.00H0	371.69	0.0582	\$ 21.63	320 GULF BLVD 5H BOCA GRANDE, FL 33921	BLDG 5 OR 510 PG 799 UNIT H DESC OR 627 PG 404
23-43-20-22-00000.0010	911.02	0.0582	\$ 53.02	201 REVELS CT BOCA GRANDE, FL 33921	PB 40 PG 15 LOT 1
23-43-20-22-00000.0020	977.81	0.0582	\$ 56.91	211 REVELS CT BOCA GRANDE, FL 33921	PB 40 PG 15 LOT 2
23-43-20-22-00000.0030	265.7	0.0582	\$ 15.46	221 REVELS CT BOCA GRANDE, FL 33921	PB 40 PG 15 LOT 3
23-43-20-22-00000.0040	695.01	0.0582	\$ 40.45	231 REVELS CT BOCA GRANDE, FL 33921	PB 40 PG 15 LOT 4
23-43-20-22-00000.0050	265.7	0.0582	\$ 15.46	241 REVELS CT BOCA GRANDE, FL 33921	PB 40 PG 15 LOT 5
23-43-20-22-00000.0060	265.7	0.0582	\$ 15.46	251 REVELS CT BOCA GRANDE, FL 33921	PB 40 PG 15 LOT 6
23-43-20-22-00000.0070	652.07	0.0582	\$ 37.95	261 REVELS CT BOCA GRANDE, FL 33921	PB 40 PG 15 LOT 7

23-43-20-22-00000.0080	254.3	0.0582	\$ 14.80	271 REVELS CT BOCA GRANDE, FL 33921	PB 40 PG 15 LOT 8
23-43-20-22-00000.0090	540.96	0.0582	\$ 31.48	200 GULF BLVD BOCA GRANDE, FL 33921	PB 40 PG 15 LOT 9
23-43-20-22-00000.0100	588.89	0.0582	\$ 34.27	210 REVELS CT BOCA GRANDE, FL 33921	PB 40 PG 15 LOT 10
23-43-20-22-00000.0110	591.45	0.0582	\$ 34.42	220 REVELS CT BOCA GRANDE, FL 33921	PB 40 PG 15 LOT 11
23-43-20-22-00000.0120	0	0.0582	\$ -	240 REVELS CT BOCA GRANDE, FL 33921	REVELS S/D PB 40 PG 15 LOT 12
23-43-20-22-00000.0130	265.8	0.0582	\$ 15.47	246 REVELS CT BOCA GRANDE, FL 33921	PB 40 PG 15 LOT 13
23-43-20-22-00000.0140	265.8	0.0582	\$ 15.47	250 REVELS CT BOCA GRANDE, FL 33921	PB 40 PG 15 LOT 14
23-43-20-22-00000.0150	602.14	0.0582	\$ 35.04	260 REVELS CT BOCA GRANDE, FL 33921	PB 40 PG 15 LOT 15
23-43-20-22-00000.0160	254.2	0.0582	\$ 14.79	270 REVELS CT BOCA GRANDE, FL 33921	PB 40 PG 15 LOT 16
23-43-20-23-00000.0780	1229.29	0.0582	\$ 71.54	291 PILOT POINT LN BOCA GRANDE, FL 33921	PB 45 PG 41 LOT 78
23-43-20-23-00000.0790	1048.55	0.0582	\$ 61.03	295 PILOT POINT LN BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 79
23-43-20-23-00000.0800	1308.21	0.0582	\$ 76.14	299 PILOT POINT LN BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 80
23-43-20-23-00000.0810	1270.45	0.0582	\$ 73.94	303 PILOT POINT LN BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 81
23-43-20-23-00000.0820	1349.95	0.0582	\$ 78.57	307 PILOT POINT LN BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 82
23-43-20-23-00000.0830	1230.29	0.0582	\$ 71.60	311 PILOT POINT LN BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 83
23-43-20-23-00000.0840	1264.76	0.0582	\$ 73.61	315 PILOT POINT LN BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 84
23-43-20-23-00000.0850	1102.19	0.0582	\$ 64.15	319 PILOT POINT LN BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 85

23-43-20-23-00000.0860	798.22	0.0582	\$ 46.46	323 PILOT POINT LN BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 86
23-43-20-23-00000.0870	835.81	0.0582	\$ 48.64	327 PILOT POINT LN BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 87
23-43-20-23-00000.0890	1816.01	0.0582	\$ 105.69	335 PILOT POINT LN BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOTS 88 + 89
23-43-20-23-00000.0900	1233.48	0.0582	\$ 71.79	339 PILOT POINT LN BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 90
23-43-20-23-00000.0910	859.54	0.0582	\$ 50.03	343 PILOT POINT LN BOCA GRANDE, FL 33921	NORTH BAY PB 45 PGS 38-43 LOT 91 + PT LOT 92 DESC IN OR 3191 PG 438
23-43-20-23-00000.0930	1433.92	0.0582	\$ 83.45	351 PILOT POINT LN BOCA GRANDE, FL 33921	NORTH BAY PB 45 PGS 38-43 LOT 93 + PT 92 DESC IN OR 3021 PG 2968
23-43-20-23-00000.0940	1323.43	0.0582	\$ 77.02	355 PILOT POINT LN BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 94
23-43-20-23-00000.0950	1044.81	0.0582	\$ 60.81	359 PILOT POINT LN BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 95
23-43-20-23-00000.0960	826.69	0.0582	\$ 48.11	363 PILOT POINT LN BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 96
23-43-20-23-00000.0970	1002.64	0.0582	\$ 58.35	367 NIGHT HERON DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 97
23-43-20-23-00000.0980	1280.19	0.0582	\$ 74.51	371 NIGHT HERON DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 98
23-43-20-23-00000.0990	1280.04	0.0582	\$ 74.50	375 NIGHT HERON DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 99
23-43-20-23-00000.1000	890.31	0.0582	\$ 51.82	379 NIGHT HERON DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 100
23-43-20-23-00000.1010	2196.44	0.0582	\$ 127.83	383 ROYAL TERN DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOTS 101 + 102
23-43-20-23-00000.1030	873.44	0.0582	\$ 50.83	391 ROYAL TERN DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 103
23-43-20-23-00000.1040	1281.72	0.0582	\$ 74.60	395 ROYAL TERN DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 104
23-43-20-23-00000.1050	1253.45	0.0582	\$ 72.95	399 ROYAL TERN DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 105

23-43-20-23-00000.1060	1328.01	0.0582	\$ 77.29	403 ROYAL TERN DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 106
23-43-20-23-00000.1070	1637.73	0.0582	\$ 95.32	407 ROYAL TERN DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 107
23-43-20-23-00000.1080	1683.35	0.0582	\$ 97.97	411 ROCK DOVE DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 108
23-43-20-23-00000.1090	1244.51	0.0582	\$ 72.43	415 ROCK DOVE DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 109
23-43-20-23-00000.1100	891.31	0.0582	\$ 51.87	419 ROCK DOVE DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 110
23-43-20-23-00000.1110	731.38	0.0582	\$ 42.57	423 GREEN TEAL DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 111
23-43-20-23-00000.1120	1126.79	0.0582	\$ 65.58	427 GREEN TEAL DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 112
23-43-20-23-00000.1130	1477.29	0.0582	\$ 85.98	431 GREEN TEAL DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOTS 113 + 114
23-43-20-23-00000.1160	1925.54	0.0582	\$ 112.07	443 GOLDEN EYE DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOTS 115 + 116
23-43-20-23-00000.1170	1512.38	0.0582	\$ 88.02	447 GOLDEN EYE DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOTS 117 +118
23-43-20-23-00000.1200	1051.24	0.0582	\$ 61.18	459 BLUE TEAL DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOTS 120 + 119
23-43-20-23-00000.1210	946.46	0.0582	\$ 55.08	463 BLUE TEAL DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOTS 121 + 122
23-43-20-23-00000.1230	483.15	0.0582	\$ 28.12	471 TURNSTONE DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 123
23-43-20-23-00000.1240	1488.25	0.0582	\$ 86.62	475 TURNSTONE DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 124
23-43-20-23-00000.1250	1183.14	0.0582	\$ 68.86	479 TURNSTONE DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 125
23-43-20-23-00000.1260	773.67	0.0582	\$ 45.03	483 COOPERS HAWK DR BOCA GRANDE, FL 33921	PB 45 PGS 38-43 LOT 126
23-43-20-23-00000.1270	1018.88	0.0582	\$ 59.30	487 COOPERS HAWK DR BOCA GRANDE, FL 33921	NORTH BAY PB 45 PGS 38-43 LOT 127

23-43-20-24-00000.0010	812.13	0.0582	\$ 47.27	100 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 1
23-43-20-24-00000.0020	819.13	0.0582	\$ 47.67	102 CARRICK BEND LN BOCA GRANDE, FL 33921	NORTH VILLAGE S/D PB 46 PG 86 LOT 2
23-43-20-24-00000.0030	804.34	0.0582	\$ 46.81	104 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 3
23-43-20-24-00000.0040	670.39	0.0582	\$ 39.02	106 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 4
23-43-20-24-00000.0050	792.28	0.0582	\$ 46.11	108 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 5
23-43-20-24-00000.0060	751.39	0.0582	\$ 43.73	110 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 6
23-43-20-24-00000.0070	732.19	0.0582	\$ 42.61	112 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 7
23-43-20-24-00000.0080	730.28	0.0582	\$ 42.50	114 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 8
23-43-20-24-00000.0090	768.31	0.0582	\$ 44.72	116 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 9
23-43-20-24-00000.0100	776.6	0.0582	\$ 45.20	118 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 10
23-43-20-24-00000.0110	713.73	0.0582	\$ 41.54	120 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 11
23-43-20-24-00000.0120	666.37	0.0582	\$ 38.78	122 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 12
23-43-20-24-00000.0130	780.11	0.0582	\$ 45.40	124 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 13
23-43-20-24-00000.0140	779.68	0.0582	\$ 45.38	126 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 14
23-43-20-24-00000.0150	1078.12	0.0582	\$ 62.75	128 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 15
23-43-20-24-00000.0160	900.43	0.0582	\$ 52.41	130 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 16
23-43-20-24-00000.0170	956.61	0.0582	\$ 55.67	132 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 17

23-43-20-24-00000.0180	829.42	0.0582	\$ 48.27	134 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 18
23-43-20-24-00000.0200	630.1	0.0582	\$ 36.67	186 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 20
23-43-20-24-00000.0210	767.09	0.0582	\$ 44.64	184 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 21
23-43-20-24-00000.0220	660.37	0.0582	\$ 38.43	182 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 22
23-43-20-24-00000.0230	877.72	0.0582	\$ 51.08	180 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 23
23-43-20-24-00000.0240	920.73	0.0582	\$ 53.59	140 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 24
23-43-20-24-00000.0250	683.65	0.0582	\$ 39.79	142 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 25
23-43-20-24-00000.0260	854.99	0.0582	\$ 49.76	144 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 26
23-43-20-24-00000.0270	935.54	0.0582	\$ 54.45	146 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 27
23-43-20-24-00000.0280	899.6	0.0582	\$ 52.36	148 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 28
23-43-20-24-00000.0290	968.39	0.0582	\$ 56.36	150 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 29
23-43-20-24-00000.0300	895.9	0.0582	\$ 52.14	152 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 30
23-43-20-24-00000.0310	781.72	0.0582	\$ 45.50	154 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 31
23-43-20-24-00000.0320	963.02	0.0582	\$ 56.05	156 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 32
23-43-20-24-00000.0330	924.6	0.0582	\$ 53.81	158 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 33
23-43-20-24-00000.0340	902.41	0.0582	\$ 52.52	160 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 34
23-43-20-24-00000.0350	801.39	0.0582	\$ 46.64	162 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 35

23-43-20-24-00000.0360	832.19	0.0582	\$ 48.43	164 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 36
23-43-20-24-00000.0370	836	0.0582	\$ 48.66	166 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 37
23-43-20-24-00000.0380	840.28	0.0582	\$ 48.90	168 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 38
23-43-20-24-00000.0390	936.51	0.0582	\$ 54.50	170 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 39
23-43-20-24-00000.0400	840.31	0.0582	\$ 48.91	172 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 40
23-43-20-24-00000.0410	640.32	0.0582	\$ 37.27	174 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 41
23-43-20-24-00000.0420	730.4	0.0582	\$ 42.51	176 CARRICK BEND LN BOCA GRANDE, FL 33921	PB 46 PG 86 LOT 42
23-43-20-24-00000.0430	914.18	0.0582	\$ 53.21	130 HALF CLOVE CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 43
23-43-20-24-00000.0440	1170.15	0.0582	\$ 68.10	132 HALF CLOVE CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 44
23-43-20-24-00000.0450	889.62	0.0582	\$ 51.78	134 HALF CLOVE CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 45
23-43-20-24-00000.0460	834	0.0582	\$ 48.54	136 HALF CLOVE CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 46
23-43-20-24-00000.0480	666.79	0.0582	\$ 38.81	140 HALF CLOVE CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 48
23-43-20-24-00000.0490	902.12	0.0582	\$ 52.50	150 SHEEPSHANK CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 49
23-43-20-24-00000.0500	564.76	0.0582	\$ 32.87	152 SHEEPSHANK CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 50
23-43-20-24-00000.0510	929.3	0.0582	\$ 54.09	154 SHEEPSHANK CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 51
23-43-20-24-00000.0520	900.51	0.0582	\$ 52.41	156 SHEEPSHANK CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 52
23-43-20-24-00000.0530	1082.99	0.0582	\$ 63.03	158 SHEEPSHANK CT BOCA GRANDE, FL 33921	NORTH VILLAGE S/D PB 46 PG 85 LOT 53

23-43-20-24-00000.0540	813.29	0.0582	\$ 47.33	160 SHEEPSHANK CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 54
23-43-20-24-00000.0550	847.72	0.0582	\$ 49.34	162 SHEEPSHANK CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 55
23-43-20-24-00000.0560	966.02	0.0582	\$ 56.22	161 BLACKWALL CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 56
23-43-20-24-00000.0570	787.01	0.0582	\$ 45.80	159 BLACKWALL CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 57
23-43-20-24-00000.0580	862.2	0.0582	\$ 50.18	157 BLACKWALL CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 58
23-43-20-24-00000.0590	795.9	0.0582	\$ 46.32	155 BLACKWALL CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 59
23-43-20-24-00000.0600	582.92	0.0582	\$ 33.93	153 BLACKWALL CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 60
23-43-20-24-00000.0610	749.03	0.0582	\$ 43.59	151 BLACKWALL CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 61
23-43-20-24-00000.0620	787.8	0.0582	\$ 45.85	148 BLACKWALL CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 62
23-43-20-24-00000.0630	539.13	0.0582	\$ 31.38	150 BLACKWALL CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 63
23-43-20-24-00000.0640	1011.87	0.0582	\$ 58.89	152 BLACKWALL CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 64
23-43-20-24-00000.0650	647.91	0.0582	\$ 37.71	154 BLACKWALL CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 65
23-43-20-24-00000.0660	729.3	0.0582	\$ 42.45	156 BLACKWALL CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 66
23-43-20-24-00000.0670	760.17	0.0582	\$ 44.24	158 BLACKWALL CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 67
23-43-20-24-00000.0680	767.47	0.0582	\$ 44.67	160 BLACKWALL CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 68
23-43-20-24-00000.0690	896.69	0.0582	\$ 52.19	162 BLACKWALL CT BOCA GRANDE, FL 33921	PB 46 PG 85 LOT 69
23-43-20-25-00000.0700	1638.54	0.0582	\$ 95.36	138 GULF BLVD BOCA GRANDE, FL 33921	PB 45 PG 15 LOT 70

23-43-20-25-00000.0710	1689.5	0.0582	\$ 98.33	134 GULF BLVD BOCA GRANDE, FL 33921	PB 45 PG 15 LOT 71
23-43-20-25-00000.0720	1884.71	0.0582	\$ 109.69	132 GULF BLVD BOCA GRANDE, FL 33921	PB 45 PG 15 LOT 72
23-43-20-26-00000.1280	916.94	0.0582	\$ 53.37	501 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 2 LOT 128
23-43-20-26-00000.1290	942.83	0.0582	\$ 54.87	505 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 2 LOT 129
23-43-20-26-00000.1300	976.5	0.0582	\$ 56.83	509 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 2 LOT 130
23-43-20-26-00000.1310	1136.29	0.0582	\$ 66.13	513 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 2 LOT 131
23-43-20-26-00000.1320	1498.8	0.0582	\$ 87.23	517 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 2 LOT 132
23-43-20-26-00000.1330	1120.14	0.0582	\$ 65.19	521 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 2 LOT 133
23-43-20-26-00000.1340	1034.7	0.0582	\$ 60.22	525 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 2 LOT 134
23-43-20-26-00000.1350	1367.09	0.0582	\$ 79.56	529 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 2 LOT 135
23-43-20-26-00000.1360	1153.58	0.0582	\$ 67.14	533 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 2 LOT 136
23-43-20-27-00000.0010	1359.15	0.0582	\$ 79.10	121 DAMFINO ST BOCA GRANDE, FL 33921	PB 56 PGS 11 + 12 LT 1
23-43-20-27-00000.0020	721.25	0.0582	\$ 41.98	110 DAMFIWILL ST BOCA GRANDE, FL 33921	PB 56 PGS 11 + 12 LOT 2
23-43-20-27-00000.0030	1146.83	0.0582	\$ 66.75	120 DAMFIWILL ST BOCA GRANDE, FL 33921	PB 56 PGS 11 + 12 LT 3
23-43-20-28-00000.0010	602.49	0.0582	\$ 35.06	460 GULF BLVD 1 BOCA GRANDE, FL 33921	OR 1317 PG 1331 RES 1 AS DESC IN OR 1333 PG 2266 AS AMENDED IN OR 2062 PG 2553
23-43-20-28-00000.0020	485.99	0.0582	\$ 28.28	460 GULF BLVD 9 BOCA GRANDE, FL 33921	OR 1317 PG 1331 RES 2 AS DESC IN OR 1333 PG 2245 AS AMENDED IN OR 2062 PG 2553
23-43-20-28-00000.0030	490.29	0.0582	\$ 28.53	460 GULF BLVD 8 BOCA GRANDE, FL 33921	OR 1317 PG 1331 RES 3 AS DESC IN OR 1334 PG 535 AS AMENDED IN OR 2062 PG 2553

23-43-20-28-00000.0040	550.6	0.0582	\$ 32.04	460 GULF BLVD 4 BOCA GRANDE, FL 33921	OR 1317 PG 1331 RES 4 AS DESC IN OR 1320 PG 1842 AS AMENDED IN OR 2062 PG 2553
23-43-20-28-00000.0050	656.89	0.0582	\$ 38.23	460 GULF BLVD 6 BOCA GRANDE, FL 33921	OR 1317 PG 1331 RES 5 AS DESC IN OR 1333 PG 2275 AS AMENDED IN OR 2062 PG 2553
23-43-20-28-00000.0060	645.98	0.0582	\$ 37.60	460 GULF BLVD 5 BOCA GRANDE, FL 33921	OR 1317 PG 1331 RES 6 DESC IN OR 1333/2257 AS AMENDED IN OR 2062 PG 2553
23-43-20-28-00000.0070	532.9	0.0582	\$ 31.01	460 GULF BLVD 7 BOCA GRANDE, FL 33921	OR 1317 PG 1331 RES 7 AS DESC IN OR 1322 PG 1839 AS AMENDED IN OR 2062 PG 2553
23-43-20-28-00000.0080	458.3	0.0582	\$ 26.67	460 GULF BLVD 3 BOCA GRANDE, FL 33921	OR 1317 PG 1331 RES 8 AS DESC IN OR 1367 PG 1821 AS AMENDED IN OR 2062 PG 2553
23-43-20-28-00000.0090	503.09	0.0582	\$ 29.28	460 GULF BLVD 2 BOCA GRANDE, FL 33921	OR 1317 PG 1331 RES 9 AS DESC IN OR 1332 PG 672 AS AMENDED IN OR 2062 PG 2553
23-43-20-28-00000.0100	621.29	0.0582	\$ 36.16	460 GULF BLVD 10 BOCA GRANDE, FL 33921	OR 1317 PG 1331 RES 10 AS DESC IN OR 1921 PG 0412
26-43-20-00-00001.0000	354.31	0.0582	\$ 20.62	677 GULF BLVD BOCA GRANDE, FL 33921	IN OR 1660 PG 2254 LESS OR 1673 PG 2140 + PARL 300
26-43-20-00-00001.0030	1220.01	0.0582	\$ 71.00	760 GULF BLVD BOCA GRANDE, FL 33921	SEC 26 TWP 43 R 20 DESC IN OR 380 PG 103
26-43-20-00-00001.0160	4856.51	0.0582	\$ 282.65	701 BOCA BAY DR BOCA GRANDE, FL 33921	PARCEL LYING GOVT LT 2 DESC OR 3164 PG 127
26-43-20-00-00002.0000	1381.24	0.0582	\$ 80.39	801 BELCHER RD BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 277 PG 222 LESS 2.001 LOTS 20 THRU 23
26-43-20-00-00002.0010	600.68	0.0582	\$ 34.96	807 BELCHER RD BOCA GRANDE, FL 33921	1362/255 AKA LT 18
26-43-20-00-00002.001A	412.31	0.0582	\$ 24.00	821 BELCHER RD BOCA GRANDE, FL 33921	OR 1942 PG 2710 AKA LOT 13 BOCA GRANDE INN REC
26-43-20-00-00002.001B	447.86	0.0582	\$ 26.07	819 BELCHER RD BOCA GRANDE, FL 33921	DESC IN OR 1933 PG 4565 AKA LOT 14
26-43-20-00-00002.0020	307.34	0.0582	\$ 17.89	809 BELCHER RD BOCA GRANDE, FL 33921	DESC OR 1423 PG 1458 LESS E 74.85 FT
26-43-20-00-00002.002A	439.6	0.0582	\$ 25.58	815 BELCHER RD BOCA GRANDE, FL 33921	DESC IN OR1886 PG3318
26-43-20-00-00002.002B	440.2	0.0582	\$ 25.62	813 BELCHER RD BOCA GRANDE, FL 33921	DESC IN OR1674 PG3086

26-43-20-00-00002.002C	400.97	0.0582	\$ 23.34	811 BELCHER RD BOCA GRANDE, FL 33921	DESC IN OR1674 PG3094
26-43-20-00-00002.0030	459.67	0.0582	\$ 26.75	817 BELCHER RD BOCA GRANDE, FL 33921	OR 1796 PG 4281
26-43-20-00-00002.0040	742.64	0.0582	\$ 43.22	823 BELCHER RD BOCA GRANDE, FL 33921	PG 3001 AKA LOT 12 BOCA GRANDE INN INC
26-43-20-00-00002.0050	446.3	0.0582	\$ 25.97	825 BELCHER RD BOCA GRANDE, FL 33921	AS DESC IN OR 1966 PG 2797 AKA LT 11 BOCA GRANDE INN
26-43-20-00-00002.0060	611.38	0.0582	\$ 35.58	805 BELCHER RD BOCA GRANDE, FL 33921	PG 4219 AKA LT 19 BOCA GRANDE INN INC
26-43-20-00-00004.0000	240.16	0.0582	\$ 13.98	833 BELCHER RD BOCA GRANDE, FL 33921	TWP 43 R 20 115 FT X 100 FT
26-43-20-00-00005.0000	330	0.0582	\$ 19.21	841 BELCHER RD BOCA GRANDE, FL 33921	TWP43 R20 DESC IN OR347 PG 508 + OR1063 PG 1142
26-43-20-00-00007.0000	334.69	0.0582	\$ 19.48	851 BELCHER RD BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 788 PG 538
26-43-20-00-00007.0010	128.24	0.0582	\$ 7.46	861 BELCHER RD BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 293 PG 382
26-43-20-00-00007.0020	442.88	0.0582	\$ 25.78	847 BELCHER RD BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 1227 PG 340
26-43-20-00-00007.0030	396.16	0.0582	\$ 23.06	845 BELCHER RD BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 1269 PG 2014
26-43-20-00-00007.0040	29.01	0.0582	\$ 1.69	849 BELCHER RD BOCA GRANDE, FL 33921	TWP 43 R 20 DESC IN OR 676 PG 549
26-43-20-00-00009.0040	0.07	0.0582	\$ 0.00	ACCESS UNDETERMINED BOCA GRANDE, FL	TWP 43 R 20 DESC IN OR 590 PG 879
26-43-20-00-00010.0000	726	0.0582	\$ 42.25	890 BELCHER RD BOCA GRANDE, FL 33921	PARL IN S1/2 OF GOVT LT 3 - S OF CITY RD
26-43-20-01-00000.0010	702.19	0.0582	\$ 40.87	570 GULF BLVD 1 BOCA GRANDE, FL 33921	LOTS 28 + 29 GOLDEN BCH SUB LOT 1 PB 35 PG 133
26-43-20-01-00000.0020	1335.78	0.0582	\$ 77.74	570 GULF BLVD 2 BOCA GRANDE, FL 33921	LTS 28 + 29 GOLDENBCH SUBD LOT 2 PB 35 PG 133
26-43-20-01-00000.0030	1204.99	0.0582	\$ 70.13	570 GULF BLVD 3 BOCA GRANDE, FL 33921	LTS 28 + 29 GOLDENBCH SUBD LOT 3 PB 35 PG 133

26-43-20-01-00000.0040	1256.8	0.0582	\$ 73.15	570 GULF BLVD 4 BOCA GRANDE, FL 33921	LTS 28 + 29 GOLDENBCH SUBD LOT 4 PB 35 PG 133
26-43-20-01-00000.0050	1247.3	0.0582	\$ 72.59	570 GULF BLVD 5 BOCA GRANDE, FL 33921	LOTS 28 + 29 GOLDENBCH SUBD LOT 5 PB 35 PG 133
26-43-20-01-00000.0060	1347.58	0.0582	\$ 78.43	570 GULF BLVD 6 BOCA GRANDE, FL 33921	LTS 28 + 29 GOLDENBCH SUBD LOT 6 PB 35 PG 133
26-43-20-01-00000.0070	1450.37	0.0582	\$ 84.41	570 GULF BLVD 7 BOCA GRANDE, FL 33921	LTS 28 + 29 GOLDENBCH SUBD LOT 7 PB 35 PG 133
26-43-20-01-00000.0080	1329	0.0582	\$ 77.35	570 GULF BLVD 8 BOCA GRANDE, FL 33921	LTS 28 + 29 GOLDENBCH SUBD LOT 8 PB 35 PG 133
26-43-20-01-00000.0090	1233.19	0.0582	\$ 71.77	570 GULF BLVD 9 BOCA GRANDE, FL 33921	LTS 28 + 29 GOLDENBCH SUBD LOT 9 PB 35 PG 133
26-43-20-01-00000.0100	1159	0.0582	\$ 67.45	570 GULF BLVD 10 BOCA GRANDE, FL 33921	LTS 28+29 GOLDEN BCH SUBD LOT 10 PB 35 PG 133
26-43-20-01-00000.0110	1169.52	0.0582	\$ 68.07	570 GULF BLVD 11 BOCA GRANDE, FL 33921	LTS 28 + 29 GOLDENBCH SUBD LOT 11 PB 35 PG 133
26-43-20-01-00000.0120	365.95	0.0582	\$ 21.30	570 GULF BLVD 12 BOCA GRANDE, FL 33921	LTS 28 + 29 GOLDENBCH SUBD LOT 12 PB 35 PG 133
26-43-20-02-00030.0000	1232.59	0.0582	\$ 71.74	580 GULF BLVD BOCA GRANDE, FL 33921	PB 10 PG 61 LOT 30 LESS N 85 FT
26-43-20-02-00030.0010	1491.35	0.0582	\$ 86.80	576 GULF BLVD BOCA GRANDE, FL 33921	PB 10 PG 61 LOT 30 N 85 FT
26-43-20-02-00031.0000	2744.22	0.0582	\$ 159.71	596 GULF BLVD BOCA GRANDE, FL 33921	PB 10 PG 61 LOT 31 LESS N100.18FT
26-43-20-02-00031.0010	2623.39	0.0582	\$ 152.68	590 GULF BLVD BOCA GRANDE, FL 33921	PB 10 PG 61 N100.18FT OF LT 31
26-43-20-07-00000.0010	1093.39	0.0582	\$ 63.64	500 GULF BLVD 1 BOCA GRANDE, FL 33921	OR 1368 PG 1201 RES 1 DESC OR 1373 PG 225
26-43-20-07-00000.0020	1129.19	0.0582	\$ 65.72	500 GULF BLVD 2 BOCA GRANDE, FL 33921	OR 1368 PG 1201 RES 2 DESC OR 1372 PG 608
26-43-20-07-00000.0030	1088.97	0.0582	\$ 63.38	500 GULF BLVD 3 BOCA GRANDE, FL 33921	OR 1368 PG 1201 RES 3 DESC OR 1386 PG 816
26-43-20-07-00000.0040	1135.09	0.0582	\$ 66.06	500 GULF BLVD 4 BOCA GRANDE, FL 33921	OR 1368 PG 1201 RES 4 DESC OR 1440 PG 1167

26-43-20-07-00000.0050	1212.38	0.0582	\$ 70.56	500 GULF BLVD 5 BOCA GRANDE, FL 33921	OR 1368 PG 1201 RES 5 DESC OR 1436 PG 1934
26-43-20-07-00000.0060	1111.7	0.0582	\$ 64.70	500 GULF BLVD 6 BOCA GRANDE, FL 33921	OR 1368 PG 1201 RES 6 DESC OR 1368 PG 1690
26-43-20-07-00000.0070	1178.29	0.0582	\$ 68.58	500 GULF BLVD 7 BOCA GRANDE, FL 33921	OR 1368 PG 1201 RES 7 DESC OR 1378 PG 449
26-43-20-07-00000.0080	1165.97	0.0582	\$ 67.86	500 GULF BLVD 8 BOCA GRANDE, FL 33921	OR 1368 PG 1201 RES 8 DESC OR 1384 PG 243
26-43-20-07-00000.0090	1137.3	0.0582	\$ 66.19	500 GULF BLVD 9 BOCA GRANDE, FL 33921	OR 1368 PG 1201 RES 9 DESC OR 1461 PG 1521
26-43-20-07-00000.0100	1165.81	0.0582	\$ 67.85	500 GULF BLVD 10 BOCA GRANDE, FL 33921	OR 1368 PG 1201 RES 10 DESC OR 1427 PG2385
26-43-20-07-00000.0110	630.8	0.0582	\$ 36.71	500 GULF BLVD 11 BOCA GRANDE, FL 33921	OR 1368 PG 1201 RES 11 DESC OR 1425 PG 800
26-43-20-07-00000.0120	617.81	0.0582	\$ 35.96	500 GULF BLVD 12 BOCA GRANDE, FL 33921	OR 1368 PG 1201 RES 12 DESC OR 1411 PG 748
26-43-20-21-00000.0010	1007.91	0.0582	\$ 58.66	540 GULF BLVD 1 BOCA GRANDE, FL 33921	OR 1605 PG 1182 LOT 1
26-43-20-21-00000.0020	969.1	0.0582	\$ 56.40	540 GULF BLVD 2 BOCA GRANDE, FL 33921	OR 1605 PG 1182 LOT 2
26-43-20-21-00000.0030	1029.48	0.0582	\$ 59.92	540 GULF BLVD 3 BOCA GRANDE, FL 33921	OR 1605 PG 1182 LOT 3
26-43-20-21-00000.0040	959.5	0.0582	\$ 55.84	540 GULF BLVD 4 BOCA GRANDE, FL 33921	OR 1605 PG 1182 LOT 4
26-43-20-21-00000.0050	1054.71	0.0582	\$ 61.38	540 GULF BLVD 5 BOCA GRANDE, FL 33921	OR 1605 PG 1182 LOT 5
26-43-20-21-00000.0060	1047.52	0.0582	\$ 60.97	540 GULF BLVD 6 BOCA GRANDE, FL 33921	OR 1605 PG 1182 LOT 6
26-43-20-21-00000.0070	1013.5	0.0582	\$ 58.99	540 GULF BLVD 7 BOCA GRANDE, FL 33921	OR 1605 PG 1182 LOT 7
26-43-20-21-00000.0080	976.81	0.0582	\$ 56.85	540 GULF BLVD 8 BOCA GRANDE, FL 33921	OR 1605 PG 1182 LOT 8
26-43-20-21-00000.0090	1114.43	0.0582	\$ 64.86	540 GULF BLVD 9 BOCA GRANDE, FL 33921	OR 1605 PG 1182 LOT 9

26-43-20-21-00000.0100	1050.29	0.0582	\$ 61.13	540 GULF BLVD 10 BOCA GRANDE, FL 33921	OR 1605 PG 1182 LOT 10
26-43-20-21-00000.0110	527.92	0.0582	\$ 30.72	540 GULF BLVD 11 BOCA GRANDE, FL 33921	OR 1605 PG 1182 LOT 11
26-43-20-22-00000.1370	1369.23	0.0582	\$ 79.69	537 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 2 LOT 137
26-43-20-22-00000.1380	1084.24	0.0582	\$ 63.10	541 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 2 LOT 138
26-43-20-22-00000.1390	951.39	0.0582	\$ 55.37	545 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 2 LOT 139
26-43-20-22-00000.1400	906.48	0.0582	\$ 52.76	549 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 2 LOT 140
26-43-20-22-00000.1410	1135.33	0.0582	\$ 66.08	553 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 2 LOT 141
26-43-20-22-00000.1420	1390.59	0.0582	\$ 80.93	561 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 2 LOT 142
26-43-20-22-00000.1430	1035.89	0.0582	\$ 60.29	565 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 3 LOT 143
26-43-20-22-00000.1440	1205.94	0.0582	\$ 70.19	569 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 3 LOT 144
26-43-20-22-00000.1450	1043.37	0.0582	\$ 60.72	573 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	SOUTH BAY S/D PB 51 PG 3 LOT 145
26-43-20-22-00000.1460	989.94	0.0582	\$ 57.61	577 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 3 LOT 146
26-43-20-22-00000.1470	1414.81	0.0582	\$ 82.34	581 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 3 LOT 147
26-43-20-22-00000.1480	1480.02	0.0582	\$ 86.14	585 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 3 LOT 148
26-43-20-22-00000.1490	1385.4	0.0582	\$ 80.63	589 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 3 LOT 149
26-43-20-22-00000.1500	1110.81	0.0582	\$ 64.65	593 BUTTONWOOD BAY DR BOCA GRANDE, FL 33921	PB 51 PG 3 LOT 150
26-43-20-23-00000.0050	586.12	0.0582	\$ 34.11	700 SOUTH HARBOR DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 5

26-43-20-23-00000.0060	613.99	0.0582	\$ 35.73	702 SOUTH HARBOR DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 6
26-43-20-23-00000.0070	603.3	0.0582	\$ 35.11	704 SOUTH HARBOR DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 7
26-43-20-23-00000.0080	594.51	0.0582	\$ 34.60	706 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACHVIEW AT BOCA BAY PB 54 PGS 31-34 LOT 8
26-43-20-23-00000.0090	502.79	0.0582	\$ 29.26	708 SOUTH HARBOR DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 9
26-43-20-23-00000.0100	580.62	0.0582	\$ 33.79	710 SOUTH HARBOR DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 10
26-43-20-23-00000.0110	650.31	0.0582	\$ 37.85	744 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 11
26-43-20-23-00000.0120	578.49	0.0582	\$ 33.67	746 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 12
26-43-20-23-00000.0130	577.38	0.0582	\$ 33.60	748 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 13
26-43-20-23-00000.0140	543.22	0.0582	\$ 31.62	750 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 14
26-43-20-23-00000.0150	615.7	0.0582	\$ 35.83	752 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 15
26-43-20-23-00000.0160	608.19	0.0582	\$ 35.40	754 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 16
26-43-20-23-00000.0170	577.42	0.0582	\$ 33.61	756 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 17
26-43-20-23-00000.0180	571.91	0.0582	\$ 33.29	758 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 18
26-43-20-23-00000.0190	522.3	0.0582	\$ 30.40	760 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 19
26-43-20-23-00000.0200	570.01	0.0582	\$ 33.17	762 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 20
26-43-20-23-00000.0210	581	0.0582	\$ 33.81	764 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 21
26-43-20-23-00000.0220	584.5	0.0582	\$ 34.02	766 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 22

26-43-20-23-00000.0230	591.61	0.0582	\$ 34.43	768 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 23
26-43-20-23-00000.0240	589.5	0.0582	\$ 34.31	770 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 24
26-43-20-23-00000.0510	603.31	0.0582	\$ 35.11	767 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 51
26-43-20-23-00000.0520	602.12	0.0582	\$ 35.04	763 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 52
26-43-20-23-00000.0530	583.5	0.0582	\$ 33.96	759 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 53
26-43-20-23-00000.0540	635.61	0.0582	\$ 36.99	749 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 54
26-43-20-23-00000.0550	636.4	0.0582	\$ 37.04	747 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 55
26-43-20-23-00000.0560	366.23	0.0582	\$ 21.31	745 BEACH VIEW DR BOCA GRANDE, FL 33921	PB 54 PGS 31-34 LOT 56
26-43-20-24-00000.0250	393.62	0.0582	\$ 22.91	772 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 25
26-43-20-24-00000.0260	615.22	0.0582	\$ 35.81	776 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 26
26-43-20-24-00000.0270	584	0.0582	\$ 33.99	780 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 27
26-43-20-24-00000.0280	583.5	0.0582	\$ 33.96	782 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 28
26-43-20-24-00000.0290	583.32	0.0582	\$ 33.95	784 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 29
26-43-20-24-00000.0300	480.9	0.0582	\$ 27.99	786 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 30
26-43-20-24-00000.0310	574.41	0.0582	\$ 33.43	788 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LOT 31
26-43-20-24-00000.0320	537.29	0.0582	\$ 31.27	790 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 32
26-43-20-24-00000.0330	537.9	0.0582	\$ 31.31	792 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 33

26-43-20-24-00000.0340	576.42	0.0582	\$ 33.55	794 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 34
26-43-20-24-00000.0350	548	0.0582	\$ 31.89	796 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 35
26-43-20-24-00000.0360	583.01	0.0582	\$ 33.93	798 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LOT 36
26-43-20-24-00000.0370	648.32	0.0582	\$ 37.73	799 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LOT 37
26-43-20-24-00000.0380	601.6	0.0582	\$ 35.01	797 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 38
26-43-20-24-00000.0390	651.71	0.0582	\$ 37.93	795 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 39
26-43-20-24-00000.0400	681.59	0.0582	\$ 39.67	793 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 40
26-43-20-24-00000.0410	609.9	0.0582	\$ 35.50	791 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 41
26-43-20-24-00000.0420	658.91	0.0582	\$ 38.35	789 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 42
26-43-20-24-00000.0430	645.29	0.0582	\$ 37.56	783 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 43
26-43-20-24-00000.0440	622.12	0.0582	\$ 36.21	781 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 44
26-43-20-24-00000.0450	589.99	0.0582	\$ 34.34	779 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 45
26-43-20-24-00000.0460	638.1	0.0582	\$ 37.14	777 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LOT 46
26-43-20-24-00000.0470	665	0.0582	\$ 38.70	775 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LOT 47
26-43-20-24-00000.0480	650.2	0.0582	\$ 37.84	773 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 48
26-43-20-24-00000.0490	594	0.0582	\$ 34.57	771 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 49
26-43-20-24-00000.0500	637.2	0.0582	\$ 37.09	769 BEACH VIEW DR BOCA GRANDE, FL 33921	PH II PB 56 PGS 27-28 LT 50

26-43-20-25-00000.0570	643.99	0.0582	\$ 37.48	742 SEABOARD LINE LN BOCA GRANDE, FL 33921	PH III A LOT 57 PB 59 PG 17
26-43-20-25-00000.0580	646.01	0.0582	\$ 37.60	744 SEABOARD LINE LN BOCA GRANDE, FL 33921	PH III A LOT 58 PB 59 PG 17
26-43-20-25-00000.0590	649.6	0.0582	\$ 37.81	748 SEABOARD LINE LN BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PB 59 PG 17 PH III A LOT 59
26-43-20-25-00000.0600	587.3	0.0582	\$ 34.18	750 SEABOARD LINE LN BOCA GRANDE, FL 33921	PH III A LOT 60 PB 59 PG 17
26-43-20-25-00000.0610	580.89	0.0582	\$ 33.81	754 SEABOARD LINE LN BOCA GRANDE, FL 33921	PH III A LOT 61 PB 59 PG 17
26-43-20-25-00000.0620	642.01	0.0582	\$ 37.36	756 SEABOARD LINE LN BOCA GRANDE, FL 33921	PH III A LOT 62 PB 59 PG 17
26-43-20-25-00000.0630	598.31	0.0582	\$ 34.82	760 SEABOARD LINE LN BOCA GRANDE, FL 33921	PH III A LOT 63 PB 59 PG 17
26-43-20-25-00000.0640	590.09	0.0582	\$ 34.34	762 SEABOARD LINE LN BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH III A PB 59 PG 17 LOT 64
26-43-20-25-00000.0650	641.01	0.0582	\$ 37.31	766 SEABOARD LINE LN BOCA GRANDE, FL 33921	PH III A LOT 65 PB 59 PG 17
26-43-20-25-00000.0660	657.2	0.0582	\$ 38.25	768 SEABOARD LINE LN BOCA GRANDE, FL 33921	PH III A LOT 66 PB 59 PG 17
26-43-20-26-00721.0010	762.1	0.0582	\$ 44.35	721 SOUTH HARBOR DR 1 BOCA GRANDE, FL 33921	BAY CONDO OR2769 PG4006 UNIT 721-1
26-43-20-26-00721.0020	609.72	0.0582	\$ 35.49	721 SOUTH HARBOR DR 2 BOCA GRANDE, FL 33921	BAY CONDO OR2769 PG4006 UNIT 721-2
26-43-20-26-00725.0010	762.1	0.0582	\$ 44.35	725 SOUTH HARBOR DR 1 BOCA GRANDE, FL 33921	BAY CONDO OR2769 PG4006 UNIT 725-1
26-43-20-26-00725.0020	763.9	0.0582	\$ 44.46	725 SOUTH HARBOR DR 2 BOCA GRANDE, FL 33921	BAY CONDO OR2769 PG4006 UNIT 725-2
26-43-20-26-00729.0010	609.72	0.0582	\$ 35.49	729 SOUTH HARBOR DR 1 BOCA GRANDE, FL 33921	BAY CONDO OR2769 PG4006 UNIT 729-1
26-43-20-26-00729.0020	713.9	0.0582	\$ 41.55	729 SOUTH HARBOR DR 2 BOCA GRANDE, FL 33921	BAY CONDO OR2769 PG4006 UNIT 729-2
26-43-20-26-00733.0010	762.1	0.0582	\$ 44.35	733 SOUTH HARBOR DR 1 BOCA GRANDE, FL 33921	BAY CONDO OR2769 PG4006 UNIT 733-1

26-43-20-26-00733.0020	763.9	0.0582	\$ 44.46	733 SOUTH HARBOR DR 2 BOCA GRANDE, FL 33921	BAY CONDO OR2769 PG4006 UNIT 733-2
26-43-20-26-00739.0010	765.8	0.0582	\$ 44.57	739 SOUTH HARBOR DR 1 BOCA GRANDE, FL 33921	HARBORSIDE AT BOCA BAY CONDO OR 2769 PG 4006 UNIT 739-1
26-43-20-26-00739.0020	767.5	0.0582	\$ 44.67	739 SOUTH HARBOR DR 2 BOCA GRANDE, FL 33921	HARBORSIDE AT BOCA BAY CONDO OR 2769 PG 4006 UNIT 739-2
26-43-20-26-00743.0010	765.8	0.0582	\$ 44.57	743 SOUTH HARBOR DR 1 BOCA GRANDE, FL 33921	HARBORSIDE AT BOCA BAY CONDO OR 2769 PG 4006 UNIT 743-1
26-43-20-26-00743.0020	610.22	0.0582	\$ 35.51	743 SOUTH HARBOR DR 2 BOCA GRANDE, FL 33921	HARBORSIDE AT BOCA BAY CONDO OR 2769 PG 4006 UNIT 743-2
26-43-20-26-00747.0010	765.8	0.0582	\$ 44.57	747 SOUTH HARBOR DR 1 BOCA GRANDE, FL 33921	HARBORSIDE AT BOCA BAY CONDO OR 2769 PG 4006 UNIT 747-1
26-43-20-26-00747.0020	767.5	0.0582	\$ 44.67	747 SOUTH HARBOR DR 2 BOCA GRANDE, FL 33921	HARBORSIDE AT BOCA BAY CONDO OR 2769 PG 4006 UNIT 747-2
26-43-20-26-00751.0010	610.22	0.0582	\$ 35.51	751 SOUTH HARBOR DR 1 BOCA GRANDE, FL 33921	HARBORSIDE AT BOCA BAY CONDO OR 2769 PG 4006 UNIT 751-1
26-43-20-26-00751.0020	610.22	0.0582	\$ 35.51	751 SOUTH HARBOR DR 2 BOCA GRANDE, FL 33921	HARBORSIDE AT BOCA BAY CONDO OR 2769 PG 4006 UNIT 751-2
26-43-20-26-00755.0010	765.8	0.0582	\$ 44.57	755 SOUTH HARBOR DR 1 BOCA GRANDE, FL 33921	HARBORSIDE AT BOCA BAY CONDO DESC OR BK 2769 PG 4005 UNIT 755-1
26-43-20-26-00755.0020	767.5	0.0582	\$ 44.67	755 SOUTH HARBOR DR 2 BOCA GRANDE, FL 33921	HARBORSIDE AT BOCA BAY CONDO DESC OR BK 2769 PG 4005 UNIT 755-2
26-43-20-26-00759.0010	765.8	0.0582	\$ 44.57	759 SOUTH HARBOR DR 1 BOCA GRANDE, FL 33921	HARBORSIDE AT BOCA BAY CONDO DESC OR BK 2769 PG 4005 UNIT 759-1
26-43-20-26-00759.0020	610.22	0.0582	\$ 35.51	759 SOUTH HARBOR DR 2 BOCA GRANDE, FL 33921	HARBORSIDE AT BOCA BAY CONDO DESC OR BK 2769 PG 4005 UNIT 759-2
26-43-20-26-00763.0010	610.22	0.0582	\$ 35.51	763 SOUTH HARBOR DR 1 BOCA GRANDE, FL 33921	HARBORSIDE AT BOCA BAY CONDO DESC OR BK 2769 PG 4006 UNIT 763-1
26-43-20-26-00763.0020	767.5	0.0582	\$ 44.67	763 SOUTH HARBOR DR 2 BOCA GRANDE, FL 33921	HARBORSIDE AT BOCA BAY CONDO DESC OR BK 2769 PG 4006 UNIT 763-2
26-43-20-26-00767.0010	765.8	0.0582	\$ 44.57	767 SOUTH HARBOR DR 1 BOCA GRANDE, FL 33921	HARBORSIDE AT BOCA BAY CONDO DESC OR BK 2769 PG 4006 UNIT 767-1
26-43-20-26-00767.0020	767.5	0.0582	\$ 44.67	767 SOUTH HARBOR DR 2 BOCA GRANDE, FL 33921	HARBORSIDE AT BOCA BAY CONDO DESC OR BK 2769 PG 4006 UNIT 767-2

26-43-20-26-00771.0001	769.4	0.0582	\$ 44.78	771 HARBORSHORE DR 1 BOCA GRANDE, FL 33921	HARBORSIDE II AT BOCA BAY DESC IN OR 3042 PG 2421 BLDG 771 UNIT 1
26-43-20-26-00771.0002	610.22	0.0582	\$ 35.51	771 HARBORSHORE DR 2 BOCA GRANDE, FL 33921	HARBORSIDE II AT BOCA BAY DESC IN OR 3042 PG 2421 BLDG 771 UNIT 2
26-43-20-26-00775.0001	769.4	0.0582	\$ 44.78	775 HARBORSHORE DR 1 BOCA GRANDE, FL 33921	HARBORSIDE II AT BOCA BAY DESC IN OR 3042 PG 2421 BLDG 775 UNIT 1
26-43-20-26-00775.0002	771.2	0.0582	\$ 44.88	775 HARBORSHORE DR 2 BOCA GRANDE, FL 33921	HARBORSIDE II AT BOCA BAY DESC IN OR 3042 PG 2421 BLDG 775 UNIT 2
26-43-20-27-00000.0010	3997.03	0.0582	\$ 232.63	695 BOCA BAY DR BOCA GRANDE, FL 33921	GRANDE BAY AT BOCA BAY PB 60 PGS 51A + 52 LOT 1
26-43-20-27-00000.0020	4713.55	0.0582	\$ 274.33	689 BOCA BAY DR BOCA GRANDE, FL 33921	GRANDE BAY AT BOCA BAY PB 60 PGS 51A + 52 LOTS 2 + 3
26-43-20-27-00000.0040	6920.46	0.0582	\$ 402.77	677 BOCA BAY DR BOCA GRANDE, FL 33921	GRANDE BAY AT BOCA BAY PB 60 PGS 51A + 52 LOTS 4 + 5
26-43-20-27-00000.0060	2864.19	0.0582	\$ 166.70	665 BOCA BAY DR BOCA GRANDE, FL 33921	GRANDE BAY AT BOCA BAY PB 60 PGS 51A + 52 LOT 6
26-43-20-27-00000.0070	6726.18	0.0582	\$ 391.46	659 BOCA BAY DR BOCA GRANDE, FL 33921	GRANDE BAY AT BOCA BAY PB 60 PGS 51A + 52 LOTS 7 AND 8
26-43-20-27-00000.0090	2715.11	0.0582	\$ 158.02	647 BOCA BAY DR BOCA GRANDE, FL 33921	GRANDE BAY AT BOCA BAY PB 60 PGS 51A + 52 LOT 9
26-43-20-27-00000.0100	2845.74	0.0582	\$ 165.62	641 BOCA BAY DR BOCA GRANDE, FL 33921	GRANDE BAY AT BOCA BAY PB 60 PGS 51A + 52 LOT 10
26-43-20-29-00000.0670	619.7	0.0582	\$ 36.07	772 SEABOARD LINE LN BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH IV PB 62 PGS 62-63 LOT 67
26-43-20-29-00000.0680	678.6	0.0582	\$ 39.49	774 SEABOARD LINE LN BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH IV PB 62 PGS 62-63 LOT 68
26-43-20-30-00001.001A	960.4	0.0582	\$ 55.90	801 HARBORSHORE DR 1 BOCA GRANDE, FL 33921	HARBORSHORE AT BOCA BAY CONDO AS DESC IN OR 3047 PG 3137 BLDG 1 UNIT 1A
26-43-20-30-00001.001B	841.41	0.0582	\$ 48.97	805 HARBORSHORE DR 1 BOCA GRANDE, FL 33921	HARBORSHORE AT BOCA BAY CONDO AS DESC IN OR 3047 PG 3137 BLDG 1 UNIT 1B
26-43-20-30-00001.002A	1126.1	0.0582	\$ 65.54	801 HARBORSHORE DR 2 BOCA GRANDE, FL 33921	HARBORSHORE AT BOCA BAY CONDO AS DESC IN OR 3047 PG 3137 BLDG 1 UNIT 2A
26-43-20-30-00001.002B	1146.8	0.0582	\$ 66.74	805 HARBORSHORE DR 2 BOCA GRANDE, FL 33921	HARBORSHORE AT BOCA BAY CONDO AS DESC IN OR 3047 PG 3137 BLDG 1 UNIT 2B

26-43-20-30-00001.003A	1205.2	0.0582	\$ 70.14	801 HARBORSHORE DR 3 BOCA GRANDE, FL 33921	HARBORSHORE AT BOCA BAY CONDO AS DESC IN OR 3047 PG 3137 BLDG 1 UNIT 3A
26-43-20-30-00001.003B	1205.2	0.0582	\$ 70.14	805 HARBORSHORE DR 3 BOCA GRANDE, FL 33921	HARBORSHORE AT BOCA BAY CONDO AS DESC IN OR 3047 PG 3137 BLDG 1 UNIT 3B
26-43-20-30-00002.001A	841.41	0.0582	\$ 48.97	807 HARBORSHORE DR 1 BOCA GRANDE, FL 33921	HARBORSHORE AT BOCA BAY CONDO AS DESC IN OR 3047 PG 3137 BLDG 2 UNIT 1A
26-43-20-30-00002.001B	841.41	0.0582	\$ 48.97	811 HARBORSHORE DR 1 BOCA GRANDE, FL 33921	HARBORSHORE AT BOCA BAY CONDO AS DESC IN OR 3047 PG 3137 BLDG 2 UNIT 1B
26-43-20-30-00002.002A	1152.2	0.0582	\$ 67.06	807 HARBORSHORE DR 2 BOCA GRANDE, FL 33921	HARBORSHORE AT BOCA BAY CONDO AS DESC IN OR 3047 PG 3137 BLDG 2 UNIT 2A
26-43-20-30-00002.002B	1152.2	0.0582	\$ 67.06	811 HARBORSHORE DR 2 BOCA GRANDE, FL 33921	HARBORSHORE AT BOCA BAY CONDO AS DESC IN OR 3047 PG 3137 BLDG 2 UNIT 2B
26-43-20-30-00002.003A	1210.9	0.0582	\$ 70.47	807 HARBORSHORE DR 3 BOCA GRANDE, FL 33921	HARBORSHORE AT BOCA BAY CONDO AS DESC IN OR 3047 PG 3137 BLDG 2 UNIT 3A
26-43-20-30-00002.003B	1074.92	0.0582	\$ 62.56	811 HARBORSHORE DR 3 BOCA GRANDE, FL 33921	HARBORSHORE AT BOCA BAY CONDO AS DESC IN OR 3047 PG 3137 BLDG 2 UNIT 3B
26-43-20-30-00003.001A	841.41	0.0582	\$ 48.97	815 HARBORSHORE DR 1A BOCA GRANDE, FL 33921	HARBORSHORE II AT BOCA BAY CONDO DESC IN OR 3191/3120 BLDG 3 UNIT 1A
26-43-20-30-00003.001B	964.9	0.0582	\$ 56.16	819 HARBORSHORE DR 1B BOCA GRANDE, FL 33921	HARBORSHORE II AT BOCA BAY CONDO DESC IN OR 3191/3120 BLDG 3 UNIT 1B
26-43-20-30-00003.002A	1102.2	0.0582	\$ 64.15	815 HARBORSHORE DR 2A BOCA GRANDE, FL 33921	HARBORSHORE II AT BOCA BAY CONDO DESC IN OR 3191/3120 BLDG 3 UNIT 2A
26-43-20-30-00003.002B	1152.2	0.0582	\$ 67.06	819 HARBORSHORE DR 2B BOCA GRANDE, FL 33921	HARBORSHORE II AT BOCA BAY CONDO DESC IN OR 3191/3120 BLDG 3 UNIT 2B
26-43-20-30-00003.003A	1210.9	0.0582	\$ 70.47	815 HARBORSHORE DR 3A BOCA GRANDE, FL 33921	HARBORSHORE II AT BOCA BAY CONDO DESC IN OR 3191/3120 BLDG 3 UNIT 3A
26-43-20-30-00003.003B	1210.9	0.0582	\$ 70.47	819 HARBORSHORE DR 3B BOCA GRANDE, FL 33921	HARBORSHORE II AT BOCA BAY CONDO DESC IN OR 3191/3120 BLDG 3 UNIT 3B
26-43-20-30-00004.001A	969.4	0.0582	\$ 56.42	823 HARBORSHORE DR 1A BOCA GRANDE, FL 33921	HARBORSHORE II AT BOCA BAY CONDO DESC IN OR 3191/3120 BLDG 4 UNIT 1A
26-43-20-30-00004.001B	841.41	0.0582	\$ 48.97	827 HARBORSHORE DR 1B BOCA GRANDE, FL 33921	HARBORSHORE II AT BOCA BAY CONDO DESC IN OR 3191/3120 BLDG 4 UNIT 1B
26-43-20-30-00004.002A	931.51	0.0582	\$ 54.21	823 HARBORSHORE DR 2A BOCA GRANDE, FL 33921	HARBORSHORE II AT BOCA BAY CONDO DESC IN OR 3191/3120 BLDG 4 UNIT 2A

26-43-20-30-00004.002B	931.51	0.0582	\$ 54.21	827 HARBORSHORE DR 2B BOCA GRANDE, FL 33921	HARBORSHORE II AT BOCA BAY CONDO DESC IN OR 3191/3120 BLDG 4 UNIT 2B
26-43-20-30-00004.003A	1074.92	0.0582	\$ 62.56	823 HARBORSHORE DR 3A BOCA GRANDE, FL 33921	HARBORSHORE II AT BOCA BAY CONDO DESC IN OR 3191/3120 BLDG 4 UNIT 3A
26-43-20-30-00004.003B	1074.92	0.0582	\$ 62.56	827 HARBORSHORE DR 3B BOCA GRANDE, FL 33921	HARBORSHORE II AT BOCA BAY CONDO DESC IN OR 3191/3120 BLDG 4 UNIT 3B
26-43-20-30-00005.001A	969.4	0.0582	\$ 56.42	831 HARBORSHORE DR 1 BOCA GRANDE, FL 33921	HARBORSHORE III AT BOCA BAY CONDO OR3288 PG2262 CPB28 PG25 BLDG 5 UT 1A
26-43-20-30-00005.001B	969.4	0.0582	\$ 56.42	835 HARBORSHORE DR 2 BOCA GRANDE, FL 33921	HARBORSHORE III AT BOCA BAY CONDO OR3288 PG2262 CPB28 PG25 BLDG 5 UT 1B
26-43-20-30-00005.002A	1136.7	0.0582	\$ 66.16	831 HARBORSHORE DR 3 BOCA GRANDE, FL 33921	HARBORSHORE III AT BOCA BAY CONDO OR3288 PG2262 CPB28 PG25 BLDG 5 UT 2A
26-43-20-30-00005.002B	931.51	0.0582	\$ 54.21	835 HARBORSHORE DR 2 BOCA GRANDE, FL 33921	HARBORSHORE III AT BOCA BAY CONDO OR3288 PG2262 CPB28 PG25 BLDG 5 UNIT 2B
26-43-20-30-00005.003A	1074.92	0.0582	\$ 62.56	831 HARBORSHORE DR 1 BOCA GRANDE, FL 33921	HARBORSHORE III AT BOCA BAY CONDO OR3288 PG2262 CPB28 PG25 BLDG 5 UT 3A
26-43-20-30-00005.003B	714.94	0.0582	\$ 41.61	835 HARBORSHORE DR 3 BOCA GRANDE, FL 33921	HARBORSHORE III AT BOCA BAY CONDO OR3288 PG2262 CPB28 PG25 BLDG 5 UT 3B
26-43-20-30-00006.001A	841.41	0.0582	\$ 48.97	839 HARBORSHORE DR 1 BOCA GRANDE, FL 33921	HARBORSHORE III AT BOCA BAY CONDO OR3288 PG2262 CPB28 PG25 BLDG 6 UNIT 1A
26-43-20-30-00006.001B	901.77	0.0582	\$ 52.48	843 HARBORSHORE DR 1 BOCA GRANDE, FL 33921	HARBORSHORE III AT BOCA BAY CONDO OR3288 PG2262 CPB28 PG25 BLDG 6 UNIT 1B
26-43-20-30-00006.002A	1157.5	0.0582	\$ 67.37	839 HARBORSHORE DR 2 BOCA GRANDE, FL 33921	HARBORSHORE III AT BOCA BAY CONDO OR3288 PG2262 CPB28 PG25 BLDG 6 UT 2A
26-43-20-30-00006.002B	1136.7	0.0582	\$ 66.16	843 HARBORSHORE DR 2 BOCA GRANDE, FL 33921	HARBORSHORE III AT BOCA BAY CONDO OR3288 PG2262 CPB28 PG25 BLDG 6 UT 2B
26-43-20-30-00006.003A	1216.5	0.0582	\$ 70.80	839 HARBORSHORE DR 3 BOCA GRANDE, FL 33921	HARBORSHORE III AT BOCA BAY CONDO OR3288 PG2262 CPB28 PG25 BLDG 6 UNIT 3A
26-43-20-30-00006.003B	967.34	0.0582	\$ 56.30	843 HARBORSHORE DR 3 BOCA GRANDE, FL 33921	HARBORSHORE III AT BOCA BAY CONDO OR3288 PG2262 CPB28 PG25 BLDG 6 UT 3B
26-43-20-30-00007.001A	973.8	0.0582	\$ 56.68	847 HARBORSHORE DR 1A BOCA GRANDE, FL 33921	HARBORSHORE IV AT BOCA BAY CONDO DESC IN OR 3377 PG 225 BLDG 7 UNIT 1A
26-43-20-30-00007.001B	956.3	0.0582	\$ 55.66	851 HARBORSHORE DR 1B BOCA GRANDE, FL 33921	HARBORSHORE IV AT BOCA BAY CONDO DESC IN OR 3377 PG 225 BLDG 7 UNIT 1B

26-43-20-30-00007.002A	1112.8	0.0582	\$ 64.76	847 HARBORSHORE DR 2A BOCA GRANDE, FL 33921	HARBORSHORE IV AT BOCA BAY CONDO DESC IN OR 3377 PG 225 BLDG 7 UNIT 2A
26-43-20-30-00007.002B	1000.29	0.0582	\$ 58.22	851 HARBORSHORE DR 2B BOCA GRANDE, FL 33921	HARBORSHORE IV AT BOCA BAY CONDO DESC IN OR 3377 PG 225 BLDG 7 UNIT 2B
26-43-20-30-00007.003A	1071.42	0.0582	\$ 62.36	847 HARBORSHORE DR 3A BOCA GRANDE, FL 33921	HARBORSHORE IV AT BOCA BAY CONDO DESC IN OR 3377 PG 225 BLDG 7 UNIT 3A
26-43-20-30-00007.003B	1111.62	0.0582	\$ 64.70	851 HARBORSHORE DR 3B BOCA GRANDE, FL 33921	HARBORSHORE IV AT BOCA BAY CONDO DESC IN OR 3377 PG 225 BLDG 7 UNIT 3B
26-43-20-30-00008.001A	956.3	0.0582	\$ 55.66	855 HARBORSHORE DR 1A BOCA GRANDE, FL 33921	HARBORSHORE IV AT BOCA BAY CONDO DESC IN OR 3377 PG 225 BLDG 8 UNIT 1A
26-43-20-30-00008.001B	973.8	0.0582	\$ 56.68	859 HARBORSHORE DR 1B BOCA GRANDE, FL 33921	HARBORSHORE IV AT BOCA BAY CONDO DESC IN OR 3377 PG 225 BLDG 8 UNIT 1B
26-43-20-30-00008.002A	931.51	0.0582	\$ 54.21	855 HARBORSHORE DR 2A BOCA GRANDE, FL 33921	HARBORSHORE IV AT BOCA BAY CONDO DESC IN OR 3377 PG 225 BLDG 8 UNIT 2A
26-43-20-30-00008.002B	1141.9	0.0582	\$ 66.46	859 HARBORSHORE DR 2B BOCA GRANDE, FL 33921	HARBORSHORE IV AT BOCA BAY CONDO DESC IN OR 3377 PG 225 BLDG 8 UNIT 2B
26-43-20-30-00008.003A	1222	0.0582	\$ 71.12	855 HARBORSHORE DR 3A BOCA GRANDE, FL 33921	HARBORSHORE IV AT BOCA BAY CONDO DESC IN OR 3377 PG 225 BLDG 8 UNIT 3A
26-43-20-30-00008.003B	1200	0.0582	\$ 69.84	859 HARBORSHORE DR 3B BOCA GRANDE, FL 33921	HARBORSHORE IV AT BOCA BAY CONDO DESC IN OR 3377 PG 225 BLDG 8 UNIT 3B
26-43-20-31-00000.0690	618.75	0.0582	\$ 36.01	796 SOUTH BAYOU DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH V PB 64 PGS 19-20 LOT 69
26-43-20-31-00000.0700	596.9	0.0582	\$ 34.74	794 SOUTH BAYOU DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH V PB 64 PGS 19-20 LOT 70
26-43-20-31-00000.0710	550.63	0.0582	\$ 32.05	790 SOUTH BAYOU DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH V PB 64 PGS 19-20 LOT 71
26-43-20-31-00000.0720	619.24	0.0582	\$ 36.04	788 SOUTH BAYOU DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH V PB 64 PGS 19-20 LOT 72
26-43-20-31-00000.0730	654	0.0582	\$ 38.06	784 SOUTH BAYOU DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH V PB 64 PGS 19-20 LOT 73
26-43-20-31-00000.0740	607.98	0.0582	\$ 35.38	782 SOUTH BAYOU DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH V PB 64 PGS 19-20 LOT 74
26-43-20-32-00000.0810	656.4	0.0582	\$ 38.20	828 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VIA PB 65 PGS 1-2 LOT 81

26-43-20-32-00000.0820	673.99	0.0582	\$ 39.23	824 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VIA PB 65 PGS 1-2 LOT 82
26-43-20-32-00000.0830	643.61	0.0582	\$ 37.46	820 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VIA PB 65 PGS 1-2 LOT 83
26-43-20-32-00000.0840	654.91	0.0582	\$ 38.12	816 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VIA PB 65 PGS 1-2 LOT 84
26-43-20-32-00000.0850	706.71	0.0582	\$ 41.13	812 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VIA PB 65 PGS 1-2 LOT 85
26-43-20-32-00000.0860	657.6	0.0582	\$ 38.27	808 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VIA PB 65 PGS 1-2 LOT 86
26-43-20-32-00000.0870	664.51	0.0582	\$ 38.67	804 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VIA PB 65 PGS 1-2 LOT 87
26-43-20-32-00000.0880	655.49	0.0582	\$ 38.15	800 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VIA PB 65 PGS 1-2 LOT 88
26-43-20-32-00000.0890	653.75	0.0582	\$ 38.05	801 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VIA PB 65 PGS 1-2 LOT 89
26-43-20-32-00000.0900	664.07	0.0582	\$ 38.65	805 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VIA PB 65 PGS 1-2 LOT 90
26-43-20-32-00000.0910	669.11	0.0582	\$ 38.94	809 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VIA PB 65 PGS 1-2 LOT 91
26-43-20-32-00000.0920	575.84	0.0582	\$ 33.51	815 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VIA PB 65 PGS 1-2 LOT 92
26-43-20-32-00000.0930	664.2	0.0582	\$ 38.66	819 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VIA PB 65 PGS 1-2 LOT 93
26-43-20-32-00000.0940	663.64	0.0582	\$ 38.62	823 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VIA PB 65 PGS 1-2 LOT 94
26-43-20-32-00000.0950	693.48	0.0582	\$ 40.36	827 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VIA PB 65 PGS 1-2 LOT 95
26-43-20-32-00000.0960	651.38	0.0582	\$ 37.91	831 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VIA PB 65 PGS 1-2 LOT 96
26-43-20-32-00000.0970	656.21	0.0582	\$ 38.19	835 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VIA PB 65 PGS 1-2 LOT 97
26-43-20-32-00000.0980	647.65	0.0582	\$ 37.69	839 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VI-A PB 65 PGS 1-2 LOT 98

26-43-20-33-00000.0750	627.31	0.0582	\$ 36.51	778 SOUTH BAYOU DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VII PB 66 PGS 41-42 LOT 75
26-43-20-33-00000.0760	621.91	0.0582	\$ 36.20	776 SOUTH BAYOU DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VII PB 66 PGS 41-42 LOT 76
26-43-20-33-00000.0770	610.68	0.0582	\$ 35.54	772 SOUTH BAYOU DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VII PB 66 PGS 41-42 LOT 77
26-43-20-33-00000.0780	606.31	0.0582	\$ 35.29	770 SOUTH BAYOU DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VII PB 66 PGS 41-42 LOT 78
26-43-20-33-00000.0790	614.9	0.0582	\$ 35.79	703 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VII PB 66 PGS 41-42 LOT 79
26-43-20-33-00000.0800	630.08	0.0582	\$ 36.67	701 SOUTH HARBOR DR BOCA GRANDE, FL 33921	BEACH VIEW AT BOCA BAY PH VII PB 66 PGS 41-42 LOT 80
26-43-20-34-00000.0990	405.3	0.0582	\$ 23.59	HARBORSHORE DR BOCA GRANDE, FL 33921	SOUTH DOCK AT BOCA BAY PG 69 PGS 25-26 LOT 99
26-43-20-34-00000.1000	368.8	0.0582	\$ 21.46	ACCESS UNDETERMINED BOCA GRANDE, FL	SOUTH DOCK AT BOCA BAY PG 69 PGS 25-26 LOT 100

1477502.84 \$ 85,991

SA135 GOLDEN LAKE HEIGHTS STREET LIGHTING UNIT MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Assessment	Site Address	Legal Description
09-44-25-15-0000D.0170	1	33.55	\$ 33.55	4997 LUCKETT RD FORT MYERS, FL 33905	SUNNY ACRES ESTATES BLK D PB 10 PG 52 LOT 17
09-44-25-15-0000D.0180	1	33.55	\$ 33.55	4991 LUCKETT RD FORT MYERS, FL 33905	SUNNY ACRES ESTATES BLK D PB 10 PG 52 LOT 18
09-44-25-15-0000D.0190	1	33.55	\$ 33.55	4987 LUCKETT RD FORT MYERS, FL 33905	SUNNY ACRES ESTATES BLK D PB 10 PG 52 LOT 19
09-44-25-15-0000D.0200	1	33.55	\$ 33.55	4981 LUCKETT RD FORT MYERS, FL 33905	SUNNY ACRES ESTATES BLK D PB 10 PG 52 LOT 20
09-44-25-15-0000D.0210	1	33.55	\$ 33.55	4975 LUCKETT RD FORT MYERS, FL 33905	SUNNY ACRES ESTATES BLK D PB 10 PG 52 LOT 21
09-44-25-15-0000D.0220	1	33.55	\$ 33.55	4969 LUCKETT RD FORT MYERS, FL 33905	SUNNY ACRES ESTATES BLK D PB 10 PG 52 LOT 22
09-44-25-15-0000D.0230	1	33.55	\$ 33.55	4963 LUCKETT RD FORT MYERS, FL 33905	SUNNY ACRES ESTATES BLK D PB 10 PG 52 LOT 23
09-44-25-15-0000D.0240	1	33.55	\$ 33.55	4957 LUCKETT RD FORT MYERS, FL 33905	SUNNY ACRES EST BLK D PB 10 PG 52 LOT 24
09-44-25-15-0000D.0250	1	33.55	\$ 33.55	4951 LUCKETT RD FORT MYERS, FL 33905	SUNNY ACRES EST BLK D PB 10 PG 52 LOT 25
09-44-25-15-0000D.0260	1	33.55	\$ 33.55	4945 LUCKETT RD FORT MYERS, FL 33905	SUNNY ACRES EST BLK D PB 10 PG 52 LOT 26
09-44-25-15-0000D.0270	1	33.55	\$ 33.55	4939 LUCKETT RD FORT MYERS, FL 33905	SUNNY ACRES EST BLK D PB 10 PG 52 LOT 27
09-44-25-15-0000D.0280	1	33.55	\$ 33.55	4933 LUCKETT RD FORT MYERS, FL 33905	SUNNY ACRES EST BLK D PB 10 PG 52 LOT 28
09-44-25-15-0000D.0290	1	33.55	\$ 33.55	4927 LUCKETT RD FORT MYERS, FL 33905	SUNNY ACRES EST BLK D PB 10 PG 52 LOT 29

09-44-25-15-0000D.0300	1	33.55	\$ 33.55	4921 LUCKETT RD FORT MYERS, FL 33905	SUNNY ACRES EST BLK D PB 10 PG 52 LOT 30
09-44-25-15-0000D.0310	1	33.55	\$ 33.55	4915 LUCKETT RD FORT MYERS, FL 33905	SUNNY ACRES EST BLK D PB 10 PG 52 LOT 31
09-44-25-15-0000D.0320	1	33.55	\$ 33.55	1191 ORTIZ AVE FORT MYERS, FL 33905	SUNNY ACRES ESTATES BLK D PB 10 PG 52 LOT 32
15-44-25-00-00006.0000	1	33.55	\$ 33.55	1273 GOLDEN LAKE RD FORT MYERS, FL 33905	S 126.71 FT OF W 1/2 OF SW 1/4 OF NW 1/4 OF NW 1/4
15-44-25-00-00023.0000	1	33.55	\$ 33.55	1277 GOLDEN LAKE RD FORT MYERS, FL 33905	NW 1/4 OF SW 1/4 OF NW 1/4 LESS GOVT R/W + LESS PARLS 23.1 THRU 23.020
15-44-25-00-00023.0010	1	33.55	\$ 33.55	2564 DRYDEN CIR FORT MYERS, FL 33905	BEG 660 FT E + 158 FT S OF NW COR OF NW 1/4 OF SW 1/4 OF NW 1/4 TH S 76 FT W 100
15-44-25-00-00023.0020	1	33.55	\$ 33.55	2557 DRYDEN CIR FORT MYERS, FL 33905	BEG 410 FT E + 50 FT S OF NW COR NW 1/4 OF SW 1/4 OF NW 1/4 TH W 95 FT S 100
15-44-25-00-00023.0030	1	33.55	\$ 33.55	2577 DRYDEN CIR FORT MYERS, FL 33905	BEG 220 FT E + 510 FT S OF NW COR NW 1/4 OF SW 1/4 OF NW 1/4 TH W 95 FT N 194 FT
15-44-25-00-00023.0040	1	33.55	\$ 33.55	2573 DRYDEN CIR FORT MYERS, FL 33905	GOLDEN LAKE UNREC LOT 10 OR 190 PG 140
15-44-25-00-00023.0050	1	33.55	\$ 33.55	2551 DRYDEN CIR FORT MYERS, FL 33905	BEG 50 FT S + 25 FT E OF NW COR NW 1/4 OF SW 1/4 OF NW 1/4 TH E 195 FT S 82 FT AKA LTS 1 + 2 GOLDEN LAKE SUBD UNREC
15-44-25-00-00023.0060	1	33.55	\$ 33.55	2575 DRYDEN CIR FORT MYERS, FL 33905	BEG 315FT E+510FT S OF NW COR OF NW1/4 OF SW1/4 OF NW1/4 W95FT N147 AKA LT 11
15-44-25-00-00023.0070	1	33.55	\$ 33.55	2567 DRYDEN CIR FORT MYERS, FL 33905	GOLDEN LAKE S/D UNREC OR 190 PG 140 LOT 7
15-44-25-00-00023.0080	1	33.55	\$ 33.55	2561 DRYDEN CIR FORT MYERS, FL 33905	BEG.50FT.S.+410FT.E.OF NW COR OF NW1/4 OF SW1/4 OF NW1/4 TH S.92FT.E. AKA LT6

15-44-25-00-00023.0090	1	33.55	\$ 33.55	1283 GOLDEN LAKE RD FORT MYERS, FL 33905	BEG.282.14 FT.S + 25 FT.E OF NW COR OF NW 1/4 OF SW 1/4 OF NW 1/4 TH S 135 FT
15-44-25-00-00023.009A	1	33.55	\$ 33.55	1293 GOLDEN LAKE RD FORT MYERS, FL 33905	PARL IN NW1/4 OF SW1/4 OF NW1/4 DESC OR 2135-4705 AKA LOT 14 GOLDEN LAKE UNREC
15-44-25-00-00023.0100	1	33.55	\$ 33.55	2563 DRYDEN CIR FORT MYERS, FL 33905	BEG.510.68 FT.E + 142 FT.S OF NW COR OF NW 1/4 OF SW 1/4 OF NW 1/4 TH S 92 FT.W
15-44-25-00-00023.0110	1	33.55	\$ 33.55	2572 DRYDEN CIR FORT MYERS, FL 33905	GOLDEN LAKE UNREC LOT 20 OR 190 PG 140
15-44-25-00-00023.0120	1	33.55	\$ 33.55	2555 DRYDEN CIR FORT MYERS, FL 33905	BEG 50 FT.S.315 FT.E.OF NW COR NW 1/4 OF SW 1/4 OF NW 1/4 TH.W.95 FT.S.82 FT.
15-44-25-00-00023.0130	1	33.55	\$ 33.55	2574 DRYDEN CIR FORT MYERS, FL 33905	BEG 560 FT S + 391 FT E.OF NW COR OF NW 1/4 OF SW 1/4 OF NW 1/4 TH S 87.22 FT.E.
15-44-25-00-00023.0140	1	33.55	\$ 33.55	2580 DRYDEN CIR FORT MYERS, FL 33905	GOLDEN LAKE UNREC LOT 16 OR 190 PG 140
15-44-25-00-00023.0150	1	33.55	\$ 33.55	2578 DRYDEN CIR FORT MYERS, FL 33905	PARL IN NW1/4 OF SW1/4 OF NW1/4 AKA LOT 17 GOLDEN LAKE UNREC
15-44-25-00-00023.0160	1	33.55	\$ 33.55	2576 DRYDEN CIR FORT MYERS, FL 33905	BEG 560 FT S + 271 FT E OF NW COR OF NW 1/4 OF SW 1/4 OF NW 1/4 TH E 120 FT S
15-44-25-00-00023.0170	2	67.1	\$ 67.10	2571 DRYDEN CIR FORT MYERS, FL 33905	BEG 123.43 FT N + 410 FT E OF SW COR NW 1/4 OF SW 1/4 OF NW 1/4 TH E 75.63 FT TO + GOLDEN LAKE S/D UNREC OR 190 PG 140 LOT 8
15-44-25-00-00023.0180	1	33.55	\$ 33.55	2562 DRYDEN CIR FORT MYERS, FL 33905	PARL IN NW 1/4 OF SW 1/4 OF NW 1/4 PER OR 0534 PG 0186 + OR 1662 PG 0999
15-44-25-00-00023.0190	1	33.55	\$ 33.55	2568 DRYDEN CIR FORT MYERS, FL 33905	PARL IN N W 1/4 OF SW 1/4 OF NW1/4 DESC OR 1072/1457 AKA LTS 21 + 22
15-44-25-00-00023.0200	1	33.55	\$ 33.55	2566 DRYDEN CIR FORT MYERS, FL 33905	PARL IN NW 1/4 OF SW 1/4 OF NW 1/4 DESC IN OR 1652 PG 3822

15-44-25-01-00000.0010	1	33.55	\$ 33.55	5008 LUCKETT RD FORT MYERS, FL 33905	MCLEOD DUNCAN SUB UNREC OR 181 PG 400 PT OF LOT 1 AS DESC IN INST #2012000136407
15-44-25-01-00000.0080	1	33.55	\$ 33.55	1217 GOLDEN LAKE RD FORT MYERS, FL 33905	MCLEOD DUNCAN SUB.UNREC. OR 181 PG 400 LOT 8 LESS R/W INST#2008000225453
15-44-25-01-00000.0090	1	33.55	\$ 33.55	1233 GOLDEN LAKE RD FORT MYERS, FL 33905	MCLEOD DUNCAN SUB UNREC OR 181 PG 400 LOT 9
16-44-25-02-0000A.0010	1	33.55	\$ 33.55	4914 LUCKETT RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS SUBD. BLK A PB 10 PG 11 LOT 1
16-44-25-02-0000A.0020	1	33.55	\$ 33.55	4918 LUCKETT RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK A PB 10 PG 11 LOT 2
16-44-25-02-0000A.0030	1	33.55	\$ 33.55	4924 LUCKETT RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.A PB 10 PG 11 LOT 3
16-44-25-02-0000A.0040	1	33.55	\$ 33.55	4928 LUCKETT RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK A PB 10 PG 11 LOT 4
16-44-25-02-0000A.0050	1	33.55	\$ 33.55	4932 LUCKETT RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.A PB 10 PG 11 LOT 5
16-44-25-02-0000A.0060	1	33.55	\$ 33.55	4938 LUCKETT RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK A PB 10 PG 11 LOT 6
16-44-25-02-0000A.0070	1	33.55	\$ 33.55	4942 LUCKETT RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK A PB 10 PG 11 LOT 7
16-44-25-02-0000A.0080	1	33.55	\$ 33.55	4948 LUCKETT RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK A PB 10 PG 11 LOT 8
16-44-25-02-0000A.0090	1	33.55	\$ 33.55	4952 LUCKETT RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.A PB 10 PG 11 LOT 9
16-44-25-02-0000A.0100	1	33.55	\$ 33.55	4956 LUCKETT RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK A PB 10 PG 11 LOT 10

16-44-25-02-0000A.0110	1	33.55	\$ 33.55	4960 LUCKETT RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.A PB 10 PG 11 LOT 11
16-44-25-02-0000A.0120	1	33.55	\$ 33.55	4964 LUCKETT RD FORT MYERS, FL 33905	GOLDEN LAKE HGTS. BLK.A PB 10 PG 11 LOT 12
16-44-25-02-0000A.0130	1	33.55	\$ 33.55	4968 LUCKETT RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.A PB 10 PG 11 LOT 13
16-44-25-02-0000A.0140	1	33.55	\$ 33.55	4970 LUCKETT RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.A PB 10 PG 11 LOT 14
16-44-25-02-0000A.0150	1	33.55	\$ 33.55	4976 LUCKETT RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.A PB 10 PG 11 LOT 15
16-44-25-02-0000A.0160	1	33.55	\$ 33.55	4982 LUCKETT RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.A PB 10 PG 11 LOT 16
16-44-25-02-0000A.0170	1	33.55	\$ 33.55	4993 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.A PB 10 PG 11 LOT 17 LESS INST #2008000154762
16-44-25-02-0000A.017A	1	33.55	\$ 33.55	4990 LUCKETT RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.A PB 10 PG 11 PT OF LOT 17 AS DESC IN INST #2008000154762
16-44-25-02-0000A.0180	1	33.55	\$ 33.55	4989 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.A PB 10 PG 11 LOT 18 LESS INST#2007000091257
16-44-25-02-0000A.0190	1	33.55	\$ 33.55	4979 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.A PB 10 PG 11 LOT 19
16-44-25-02-0000A.0200	1	33.55	\$ 33.55	4969 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.A PB 10 PG 11 LOT 20
16-44-25-02-0000A.0210	1	33.55	\$ 33.55	4965 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HGTS BLK A PB 10 PG 11 LOT 21
16-44-25-02-0000A.0220	1	33.55	\$ 33.55	4961 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.A PB 10 PG 11 LOT 22
16-44-25-02-0000A.0230	1	33.55	\$ 33.55	4957 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HGTS BLK A PB 10 PG 11 LOT 23

16-44-25-02-0000A.0240	1	33.55	\$ 33.55	4953 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK A PB 10 PG 11 LOT 24
16-44-25-02-0000A.0250	1	33.55	\$ 33.55	4949 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HGTS BLK A PB 10 PG 11 LOT 25
16-44-25-02-0000A.0260	1	33.55	\$ 33.55	4943 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK A PB 10 PG 11 LOT 26
16-44-25-02-0000A.0270	1	33.55	\$ 33.55	4939 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK A PB 10 PG 11 LOT 27
16-44-25-02-0000A.0280	1	33.55	\$ 33.55	4933 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.A PB 10 PG 11 LOT 28
16-44-25-02-0000A.0290	1	33.55	\$ 33.55	4929 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.A PB 10 PG 11 LOT 29
16-44-25-02-0000A.0300	1	33.55	\$ 33.55	4923 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.A PB 10 PG 11 LOT 30
16-44-25-02-0000A.0310	2	67.1	\$ 67.10	4917 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK A PB 10 PG 11 LOTS 31 + 32
16-44-25-02-0000A.0330	1	33.55	\$ 33.55	4908 LUCKETT RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK A PB 10 PG 11 LOT 33
16-44-25-02-0000A.0340	1	33.55	\$ 33.55	1211 ORTIZ AVE FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK A PB 10 PG 11 LOT 34
16-44-25-02-0000A.0350	1	33.55	\$ 33.55	1221 ORTIZ AVE FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.A PB 10 PG 11 LOT 35
16-44-25-02-0000A.0360	1	33.55	\$ 33.55	4911 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.A PB 10 PG 11 LOT 36
16-44-25-02-0000B.0010	1	33.55	\$ 33.55	4914 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.B PB 10 PG 11 LOT 1
16-44-25-02-0000B.0020	1	33.55	\$ 33.55	4920 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.B PB 10 PG 11 LOT 2

16-44-25-02-0000B.0030	1	33.55	\$ 33.55	4924 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOT 3
16-44-25-02-0000B.0040	1	33.55	\$ 33.55	4928 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.B PB 10 PG 11 LOT 4
16-44-25-02-0000B.0050	1	33.55	\$ 33.55	4934 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOT 5
16-44-25-02-0000B.0060	1	33.55	\$ 33.55	4938 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOT 6
16-44-25-02-0000B.0070	1	33.55	\$ 33.55	4942 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOT 7
16-44-25-02-0000B.0080	1	33.55	\$ 33.55	4943 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOT 8 LESS N 1/2
16-44-25-02-0000B.008A	1	33.55	\$ 33.55	4948 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKES HEIGHTS BLK B PB 10 PG 11 PT LT 8 N 1/2 OF LOT 8
16-44-25-02-0000B.0090	1	33.55	\$ 33.55	4952 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.B PB 10 PG 11 LOT 9
16-44-25-02-0000B.0100	1	33.55	\$ 33.55	4956/4958 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.B PB 10 PG 11 LOT 10
16-44-25-02-0000B.0110	1	33.55	\$ 33.55	4976 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.B PB 10 PG 11 LOT 11
16-44-25-02-0000B.0120	1	33.55	\$ 33.55	4980 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOT 12
16-44-25-02-0000B.0130	1	33.55	\$ 33.55	4984 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.B PB 10 PG 11 LOT 13
16-44-25-02-0000B.0140	2	67.1	\$ 67.10	4990 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOTS 14 + 15
16-44-25-02-0000B.0160	1	33.55	\$ 33.55	4993 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK.B PB 10 PG 11 LOT 16

16-44-25-02-0000B.0170	1	33.55	\$ 33.55	4989 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOT 17
16-44-25-02-0000B.0180	1	33.55	\$ 33.55	4985 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOT 18
16-44-25-02-0000B.0190	1	33.55	\$ 33.55	4981 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOT 19
16-44-25-02-0000B.0200	1	33.55	\$ 33.55	4977 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOT 20
16-44-25-02-0000B.0210	2	67.1	\$ 67.10	4975 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOTS 21 + 22
16-44-25-02-0000B.021A	1	33.55	\$ 33.55	4972 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 N 1/2 OF LOT 21
16-44-25-02-0000B.0230	1	33.55	\$ 33.55	4965 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOT 23
16-44-25-02-0000B.0240	1	33.55	\$ 33.55	4963 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOT 24
16-44-25-02-0000B.0250	2	67.1	\$ 67.10	4941 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOTS 25 + 26
16-44-25-02-0000B.0270	1	33.55	\$ 33.55	4933 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOT 27
16-44-25-02-0000B.0280	1	33.55	\$ 33.55	4929 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOT 28
16-44-25-02-0000B.0290	1	33.55	\$ 33.55	4925 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOT 29
16-44-25-02-0000B.0300	1	33.55	\$ 33.55	4919 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOT 30
16-44-25-02-0000B.0310	1	33.55	\$ 33.55	4915 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOT 31

16-44-25-02-0000B.0320	1	33.55	\$ 33.55	4908 JUPITER RD FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOT 32
16-44-25-02-0000B.0330	1	33.55	\$ 33.55	1265 ORTIZ AVE FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOT 33
16-44-25-02-0000B.0340	2	67.1	\$ 67.10	4909 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS BLK B PB 10 PG 11 LOTS 34 + 35
16-44-25-03-0000C.0010	1	33.55	\$ 33.55	4920 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS UNIT 2 BLK C PB 23 PG 63 PT LTS 1 A + 15 OR 1241 PG 1008
16-44-25-03-0000C.0020	1	33.55	\$ 33.55	4924 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS UNIT 2 BLK C PB23 PG63 E15FT OF LT 1 + W45FT LT 2 + LT 16
16-44-25-03-0000C.0030	1	33.55	\$ 33.55	4928 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS UT 2 BLK C PB 23 PG 63 W 30 FT LT 3 + E 30 FT LT 2 + ALL LT 17
16-44-25-03-0000C.0040	1	33.55	\$ 33.55	4936 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS UT 2 BLK C PB 23 PG 63 LTS 4+18+E45 FT LT 3 + W 18.26 FT LT 5
16-44-25-03-0000C.0050	1	33.55	\$ 33.55	4950 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS U 2 BLK C PB 23 PG 63 E 45 FT OF LOT 5 + W 15 FT OF LOT 6
16-44-25-03-0000C.0060	1	33.55	\$ 33.55	4952 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS UNIT 2 BLK C PB 23 PG 63 LOT 6 LESS THE W 15 FT
16-44-25-03-0000C.0070	1	33.55	\$ 33.55	4956 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS UNIT 2 BLK C PB 23 PG 63 LOT 7
16-44-25-03-0000C.0080	1	33.55	\$ 33.55	4962 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS UNIT 2 BLK C PB 23 PG 63 LOT 8
16-44-25-03-0000C.0090	1	33.55	\$ 33.55	4966 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS UNIT 2 BLK C PB 23 PG 63 LOT 9
16-44-25-03-0000C.0100	1	33.55	\$ 33.55	4972 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS UNIT 2 BLK C PB 23 PG 63 LOT 10

16-44-25-03-0000C.0110	1	33.55	\$ 33.55	4976 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS UNIT 2 BLK C PB 23 PG 63 LOT 11
16-44-25-03-0000C.0120	1	33.55	\$ 33.55	4982 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS UNIT 2 BLK C PB 23 PG 63 LOT 12
16-44-25-03-0000C.0130	1	33.55	\$ 33.55	4986 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS UNIT 2 BLK C PB 23 PG 63 LOT 13
16-44-25-03-0000C.0140	1	33.55	\$ 33.55	4992 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS UNIT 2 BLK C PB 23 PG 63 LOT 14
16-44-25-03-0000C.0200	1	33.55	\$ 33.55	4943 N GALAXY DR FORT MYERS, FL 33905	GOLDEN LAKES HEIGHTS UNIT 2 BLK C PB 23 PG 63 LOT 20 + LOT 5 LESS W 18.26 FT & E 45 FT
16-44-25-03-0000C.A020	1	33.55	\$ 33.55	4918 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS UNIT 2 BLK C PT LOT A DESC OR 1484 PG 235
16-44-25-03-0000C.A030	1	33.55	\$ 33.55	4912 MARS ST FORT MYERS, FL 33905	GOLDEN LAKE HEIGHTS UNIT 2 BLK C PB 23 PG 63 PT LT A AS DESC IN OR 1091 PG 1464

134 \$ 4,496

SA332 OLD PELICAN BAY CHANNEL CANAL SPECIAL IMP UNIT MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Assessment	Site Address	Legal Description
13-46-23-00-00003.0010	3	923.49	\$ 923.49	GOVT LOT FORT MYERS BEACH, FL 33931	PARL IN GOVT LOT 3 DESC IN OR 1522 PG 1193
13-46-23-00-00004.1000	22	6772.26	\$ 6,772.26	18251 OLD PELICAN BAY DR FORT MYERS BEACH, FL 33931	PARL IN E 1/2 LESS SIESTA ISLES UTS + 4.001 THRU 4.006 + 4.101 THRU 4.103
13-46-23-11-00000.0160	1	307.83	\$ 307.83	18080 OLD PELICAN BAY DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY S/D II PB 40 PG 86 LOT 16
13-46-23-11-00000.0170	1	307.83	\$ 307.83	18090 OLD PELICAN BAY DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY S/D II PB 40 PG 86 LOT 17
13-46-23-11-00000.0180	1	307.83	\$ 307.83	18110 OLD PELICAN BAY DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY S/D II PB 40 PG 86 LOT 18
13-46-23-11-00000.0190	1	307.83	\$ 307.83	18120 OLD PELICAN BAY DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY S/D II PB 40 PG 86 LOT 19
13-46-23-11-00000.0200	1	307.83	\$ 307.83	18130 OLD PELICAN BAY DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY S/D II PB 40 PG 86 LOT 20
13-46-23-11-00000.0210	1	307.83	\$ 307.83	18140 OLD PELICAN BAY DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY S/D II PB 40 PG 86 LOT 21
13-46-23-11-00000.0220	1	307.83	\$ 307.83	18150 OLD PELICAN BAY DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY S/D II PB 40 PG 86 LOT 22
13-46-23-11-00000.0230	1	307.83	\$ 307.83	18160 OLD PELICAN BAY DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY S/D II PB 40 PG 86 LOT 23
13-46-23-11-00000.0240	1	307.83	\$ 307.83	18170 OLD PELICAN BAY DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY S/D II PB 40 PG 86 LOT 24
13-46-23-11-00000.0250	1	307.83	\$ 307.83	18180 OLD PELICAN BAY DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY S/D II PB 40 PG 86 LOT 25
13-46-23-11-00000.0260	1	307.83	\$ 307.83	18200 OLD PELICAN BAY DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY S/D II PB 40 PG 86 LOT 26

13-46-23-11-00000.0270	1	307.83	\$ 307.83	18210 OLD PELICAN BAY DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY S/D II PB 40 PG 86 LOT 27
13-46-23-11-00000.0280	1	307.83	\$ 307.83	18220 OLD PELICAN BAY DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY S/D II PB 40 PG 86 LOT 28
13-46-23-23-00000.0040	2	615.66	\$ 615.66	12206 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-A REPLT DESC IN PB 66 PGS 62-63 LOT 4 + DOCK SPACES 15 + 16
13-46-23-23-00000.0140	1	307.83	\$ 307.83	12221 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-A REPLT DESC IN PB 66 PGS 62-63 POR OF LOT 14 + LOT 13 AS DESC IN OR 3334/2591 DOCK 11 & 24
13-46-23-23-00000.0150	1	307.83	\$ 307.83	12219 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-A REPLT DESC IN PB 66 PGS 62-63 POR OF LOT 15 + POR OF LOT 14 DESC IN OR 3334/2591 + DOCK SPACES 7 + 22
13-46-23-23-00000.0160	1	307.83	\$ 307.83	12217 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-A REPLT DESC IN PB 66 PGS 62-63 LOT 16 + POR OF LOT 15 DESC OR 3334/2591 + DOCK SPACE #19
13-46-23-23-00000.0170	1	307.83	\$ 307.83	12215 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-A REPLT DESC IN PB 66 PGS 62-63 LOT 17
13-46-23-23-00000.0180	1	307.83	\$ 307.83	12209 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-A REPLT DESC IN PB 66 PGS 62-63 LOT 18 + DOCK SPACE #12
13-46-23-24-00000.0020	2	615.66	\$ 615.66	12202 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-C REPLAT DESC IN PB 69 PGS 64 + 65 LOT 2 & BOAT DOCK #28A
13-46-23-24-00000.0030	1	307.83	\$ 307.83	12204 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-C REPLAT DESC IN PB 69 PGS 64 + 65 LOT 3 & DOCK #28
13-46-23-24-00000.0060	1	307.83	\$ 307.83	12210 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-C REPLAT DESC IN PB 69 PGS 64 + 65 LOT 6 + DOCK #21
13-46-23-24-00000.0080	1	307.83	\$ 307.83	12218 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-C REPLAT DESC IN PB 69 PGS 64 + 65 LOT 8 + DOCK SPACE #13
13-46-23-24-00000.0090	2	615.66	\$ 615.66	12220 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-C REPLAT DESC IN PB 69 PGS 64 + 65 LOT 9 + DOCKS 14 + 20
13-46-23-24-00000.0100	1	307.83	\$ 307.83	12222 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-C REPLAT DESC IN PB 69 PGS 64 + 65 LOT 10 + DOCK SPACES 3 + 18
13-46-23-24-00000.0110	1	307.83	\$ 307.83	12224 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-C REPLAT DESC IN PB 69 PGS 64 + 65 LOT 11 + DOCK SPACES 2 + 23

13-46-23-24-00000.0120	1	307.83	\$ 307.83	12226 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-C REPLAT DESC IN PB 69 PGS 64 + 65 LOT 12 + DOCK SPACE 25 DESC IN OR 4491 PG 4377
13-46-23-24-00000.0130	0	307.83	\$ -	12228 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-C REPLAT DESC IN PB 69 PGS 64 + 65 LOT 13
13-46-23-24-00000.013B	1	307.83	\$ 307.83	BOAT SLIP FORT MYERS BEACH, FL	OLD PELICAN BAY III-C REPLAT DESC IN PB 69 PGS 64 + 65 DOCK SPACE 26
	56		\$ 17,238		

SA138 PINE LAKE STREET LIGHTING UNIT MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Assessment	Site Address	Legal Description
13-45-24-21-00000.0010	1	108.59	\$ 108.59	2285 CRYSTAL DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 1
13-45-24-21-00000.0020	1	108.59	\$ 108.59	2281 CRYSTAL DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 2
13-45-24-21-00000.0030	1	108.59	\$ 108.59	2277 CRYSTAL DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 3
13-45-24-21-00000.0050	1	108.59	\$ 108.59	2265 CRYSTAL DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 5
13-45-24-21-00000.0060	1	108.59	\$ 108.59	2255 CRYSTAL DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 6
13-45-24-21-00000.0070	1	108.59	\$ 108.59	2190 WOODDALE DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 7
13-45-24-21-00000.0080	1	108.59	\$ 108.59	2191 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 8
13-45-24-21-00000.0090	1	108.59	\$ 108.59	2201 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 9
13-45-24-21-00000.0100	1	108.59	\$ 108.59	2209 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 10
13-45-24-21-00000.0110	2	217.18	\$ 217.18	2217 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOTS 11 + 4
13-45-24-21-00000.0120	1	108.59	\$ 108.59	2227 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 12

13-45-24-21-00000.0130	1	108.59	\$ 108.59	2233 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 13
13-45-24-21-00000.0140	1	108.59	\$ 108.59	5596 NEW PINE LAKE DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 14
13-45-24-21-00000.0150	1	108.59	\$ 108.59	5586 NEW PINE LAKE DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 15
13-45-24-21-00000.0160	1	108.59	\$ 108.59	5576 NEW PINE LAKE DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 16
13-45-24-21-00000.0170	1	108.59	\$ 108.59	5568 NEW PINE LAKE DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 17
13-45-24-21-00000.0180	1	108.59	\$ 108.59	5558 NEW PINE LAKE DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 18
13-45-24-21-00000.0190	1	108.59	\$ 108.59	5550 NEW PINE LAKE DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 19
13-45-24-21-00000.0200	1	108.59	\$ 108.59	5544 NEW PINE LAKE DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 20
13-45-24-21-00000.0210	1	108.59	\$ 108.59	5534 NEW PINE LAKE DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 21
13-45-24-21-00000.0220	1	108.59	\$ 108.59	5524 NEW PINE LAKE DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 22
13-45-24-21-00000.0230	1	108.59	\$ 108.59	2235 TRAILWINDS DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 23
13-45-24-21-00000.0240	1	108.59	\$ 108.59	5525 NEW PINE LAKE DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 24

13-45-24-21-00000.0250	1	108.59	\$ 108.59	2213 TRAILWINDS DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 25
13-45-24-21-00000.0260	1	108.59	\$ 108.59	2205 TRAILWINDS DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 26
13-45-24-21-00000.0270	1	108.59	\$ 108.59	2197 TRAILWINDS DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 27
13-45-24-21-00000.0280	1	108.59	\$ 108.59	2187 TRAILWINDS DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 28
13-45-24-21-00000.0290	1	108.59	\$ 108.59	2177 TRAILWINDS DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 29
13-45-24-21-00000.0300	1	108.59	\$ 108.59	2169 TRAILWINDS DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 30
13-45-24-21-00000.0310	1	108.59	\$ 108.59	2163 TRAILWINDS DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 DESC IN OR 1332 PG 517 LT 31 + PT 32
13-45-24-21-00000.0320	1	108.59	\$ 108.59	2153 TRAILWINDS DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 32 LESS PAR DESC IN OR 1332 PG 517
13-45-24-21-00000.0330	1	108.59	\$ 108.59	2145 TRAILWINDS DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 33
13-45-24-21-00000.0340	1	108.59	\$ 108.59	2135 TRAILWINDS DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 34
13-45-24-21-00000.0350	1	108.59	\$ 108.59	2125 TRAILWINDS DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 35
13-45-24-21-00000.0360	1	108.59	\$ 108.59	8442 BEACON BLVD FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 36

13-45-24-21-00000.0370	1	108.59	\$ 108.59	8450 BEACON BLVD FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 37
13-45-24-21-00000.0380	1	108.59	\$ 108.59	8458 BEACON BLVD FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 38
13-45-24-21-00000.0390	1	108.59	\$ 108.59	8466 BEACON BLVD FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 39
13-45-24-21-00000.0400	1	108.59	\$ 108.59	8474 BEACON BLVD FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 40
13-45-24-21-00000.0410	1	108.59	\$ 108.59	8482 BEACON BLVD FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 41
13-45-24-21-00000.0420	1	108.59	\$ 108.59	8490 BEACON BLVD FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 42
13-45-24-21-00000.0430	1	108.59	\$ 108.59	8498 BEACON BLVD FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 43
13-45-24-21-00000.0440	1	108.59	\$ 108.59	2197 CRYSTAL DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 44
13-45-24-21-00000.0450	1	108.59	\$ 108.59	2201 CRYSTAL DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 45
13-45-24-21-00000.0460	1	108.59	\$ 108.59	2205 CRYSTAL DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 46
13-45-24-21-00000.0470	1	108.59	\$ 108.59	2211 CRYSTAL DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 47
13-45-24-21-00000.0480	1	108.59	\$ 108.59	2215 CRYSTAL DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 48

13-45-24-21-00000.0490	1	108.59	\$ 108.59	2225 CRYSTAL DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 49
13-45-24-21-00000.0500	1	108.59	\$ 108.59	2189 WOODDALE DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 50
13-45-24-21-00000.0510	1	108.59	\$ 108.59	2175 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 51
13-45-24-21-00000.0520	1	108.59	\$ 108.59	2165 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 52
13-45-24-21-00000.0530	1	108.59	\$ 108.59	2157 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 53
13-45-24-21-00000.0540	1	108.59	\$ 108.59	2149 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 54
13-45-24-21-00000.0550	1	108.59	\$ 108.59	2141 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 55
13-45-24-21-00000.0560	1	108.59	\$ 108.59	2133 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 56
13-45-24-21-00000.0570	1	108.59	\$ 108.59	5595 TREEHAVEN CIR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 57
13-45-24-21-00000.0580	1	108.59	\$ 108.59	5589 TREEHAVEN CIR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 58
13-45-24-21-00000.0590	1	108.59	\$ 108.59	5581 TREEHAVEN CIR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 59
13-45-24-21-00000.0600	1	108.59	\$ 108.59	5571 TREEHAVEN CIR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 60

13-45-24-21-00000.0610	1	108.59	\$ 108.59	5561 TREEHAVEN CIR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 61
13-45-24-21-00000.0620	1	108.59	\$ 108.59	5553 TREEHAVEN CIR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 62
13-45-24-21-00000.0630	1	108.59	\$ 108.59	2136 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 63
13-45-24-21-00000.0640	1	108.59	\$ 108.59	2142 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 64
13-45-24-21-00000.0650	1	108.59	\$ 108.59	2152 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 65
13-45-24-21-00000.0660	1	108.59	\$ 108.59	2160 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 66
13-45-24-21-00000.0670	1	108.59	\$ 108.59	2168 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 67
13-45-24-21-00000.0680	1	108.59	\$ 108.59	2178 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 68
13-45-24-21-00000.0690	1	108.59	\$ 108.59	2186 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 69
13-45-24-21-00000.0700	1	108.59	\$ 108.59	2194 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 70
13-45-24-21-00000.0710	1	108.59	\$ 108.59	2202 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 71
13-45-24-21-00000.0720	1	108.59	\$ 108.59	2210 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 72

13-45-24-21-00000.0730	1	108.59	\$ 108.59	2220 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 73
13-45-24-21-00000.0740	1	108.59	\$ 108.59	2228 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 74
13-45-24-21-00000.0750	1	108.59	\$ 108.59	2223 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 75
13-45-24-21-00000.0760	1	108.59	\$ 108.59	2215 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 76
13-45-24-21-00000.0770	1	108.59	\$ 108.59	2207 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 77
13-45-24-21-00000.0780	1	108.59	\$ 108.59	2197 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 78
13-45-24-21-00000.0790	1	108.59	\$ 108.59	2187 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 79
13-45-24-21-00000.0800	1	108.59	\$ 108.59	2179 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 80
13-45-24-21-00000.0810	1	108.59	\$ 108.59	2169 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 81
13-45-24-21-00000.0820	1	108.59	\$ 108.59	2161 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 82
13-45-24-21-00000.0830	1	108.59	\$ 108.59	2153 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 83
13-45-24-21-00000.0840	1	108.59	\$ 108.59	2143 TREEHAVEN CIR N FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 84

13-45-24-21-00000.0850	1	108.59	\$ 108.59	5570 TREEHAVEN CIR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 85
13-45-24-21-00000.0860	1	108.59	\$ 108.59	5580 TREEHAVEN CIR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 86
13-45-24-21-00000.0870	1	108.59	\$ 108.59	2138 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 87
13-45-24-21-00000.0880	1	108.59	\$ 108.59	2150 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 88
13-45-24-21-00000.0890	1	108.59	\$ 108.59	2158 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 89
13-45-24-21-00000.0900	1	108.59	\$ 108.59	2166 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 90
13-45-24-21-00000.0910	1	108.59	\$ 108.59	2176 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 91
13-45-24-21-00000.0920	1	108.59	\$ 108.59	2184 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 92
13-45-24-21-00000.0930	1	108.59	\$ 108.59	2192 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 93
13-45-24-21-00000.0940	1	108.59	\$ 108.59	2200 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 94
13-45-24-21-00000.0950	1	108.59	\$ 108.59	2208 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 95
13-45-24-21-00000.0960	1	108.59	\$ 108.59	2218 TREEHAVEN CIR S FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 96

13-45-24-21-00000.0970	1	108.59	\$ 108.59	5585 NEW PINE LAKE DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 97
13-45-24-21-00000.0980	1	108.59	\$ 108.59	5571 NEW PINE LAKE DR FORT MYERS, FL 33907	PINELAKE SUBDIVISION PB 30 PG 40 LOT 98
	98		\$ 10,642		

SA310 RIVER FOREST STREET LIGHTING O&M MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Assessment	Site Address	Legal Description
20-43-26-03-00000.0010	1	50.72	\$ 50.72	13794 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 1 + OR 1871 PG 2356
20-43-26-03-00000.0020	1	50.72	\$ 50.72	13798 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOTS 2 + ELY 10 FT LOT 3
20-43-26-03-00000.0030	1	50.72	\$ 50.72	13802 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 THE WLY 90 FT OF LOT 3
20-43-26-03-00000.0040	1	50.72	\$ 50.72	13808 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 4
20-43-26-03-00000.0050	1	50.72	\$ 50.72	13814 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 5
20-43-26-03-00000.0060	1	50.72	\$ 50.72	13820 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 6
20-43-26-03-00000.0070	1	50.72	\$ 50.72	13826 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 7
20-43-26-03-00000.0080	1	50.72	\$ 50.72	13832 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 8
20-43-26-03-00000.0090	1	50.72	\$ 50.72	13838 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 9
20-43-26-03-00000.0100	1	50.72	\$ 50.72	13844 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 10
20-43-26-03-00000.0110	1	50.72	\$ 50.72	13850 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 11
20-43-26-03-00000.0120	1	50.72	\$ 50.72	13856 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 12

20-43-26-03-00000.0130	1	50.72	\$ 50.72	13862 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 13
20-43-26-03-00000.0140	1	50.72	\$ 50.72	13868 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 14
20-43-26-03-00000.0150	1	50.72	\$ 50.72	13874 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 15
20-43-26-03-00000.0160	1	50.72	\$ 50.72	13880 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 16
20-43-26-03-00000.0170	1	50.72	\$ 50.72	13886 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 17
20-43-26-03-00000.0180	1	50.72	\$ 50.72	13892 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 18
20-43-26-03-00000.0190	1	50.72	\$ 50.72	13896 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 19
20-43-26-03-00000.0200	1	50.72	\$ 50.72	13899 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 20
20-43-26-03-00000.0210	1	50.72	\$ 50.72	13893 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 21
20-43-26-03-00000.0220	1	50.72	\$ 50.72	13887 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 22
20-43-26-03-00000.0230	1	50.72	\$ 50.72	13881 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 23
20-43-26-03-00000.0240	1	50.72	\$ 50.72	13875 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 24

20-43-26-03-00000.0250	1	50.72	\$ 50.72	13869 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 25
20-43-26-03-00000.0260	1	50.72	\$ 50.72	13863 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 26
20-43-26-03-00000.0270	1	50.72	\$ 50.72	13857 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 27
20-43-26-03-00000.0280	1	50.72	\$ 50.72	13849 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 28
20-43-26-03-00000.0290	1	50.72	\$ 50.72	13845 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 29
20-43-26-03-00000.0300	1	50.72	\$ 50.72	13839 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 30
20-43-26-03-00000.0310	1	50.72	\$ 50.72	13833 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 31
20-43-26-03-00000.0320	1	50.72	\$ 50.72	13827 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 32
20-43-26-03-00000.0330	1	50.72	\$ 50.72	13821 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 33
20-43-26-03-00000.0340	1	50.72	\$ 50.72	13817 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 34
20-43-26-03-00000.0350	1	50.72	\$ 50.72	13811 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 35
20-43-26-03-00000.0360	1	50.72	\$ 50.72	13892 LAZY LN FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 36

20-43-26-03-00000.0370	1	50.72	\$ 50.72	13886 LAZY LN FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 37
20-43-26-03-00000.0380	1	50.72	\$ 50.72	13880 LAZY LN FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 38
20-43-26-03-00000.0390	1	50.72	\$ 50.72	13874 LAZY LN FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 39
20-43-26-03-00000.0400	1	50.72	\$ 50.72	13868 LAZY LN FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 40
20-43-26-03-00000.0410	1	50.72	\$ 50.72	13862 LAZY LN FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 41
20-43-26-03-00000.0420	1	50.72	\$ 50.72	13856 LAZY LN FORT MYERS, FL 33905	RIVER FOREST UNIT 1 PB 12 PG 62 LOT 42
20-43-26-04-00000.0430	1	50.72	\$ 50.72	13788 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR167PG 84 LTS43+44LESS PT LOT43 DESC OR1871/2356
20-43-26-04-00000.0450	1	50.72	\$ 50.72	13784 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOT 45
20-43-26-04-00000.0460	1	50.72	\$ 50.72	13782 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOT 46
20-43-26-04-00000.0470	1	50.72	\$ 50.72	13774 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOT 47
20-43-26-04-00000.0480	1	50.72	\$ 50.72	13778 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOT 48
20-43-26-04-00000.0490	1	50.72	\$ 50.72	13768 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOT 49

20-43-26-04-00000.0500	1	50.72	\$ 50.72	13764 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOT 50
20-43-26-04-00000.0510	1	50.72	\$ 50.72	13762 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOT 51
20-43-26-04-00000.0520	1	50.72	\$ 50.72	13758 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOT 52
20-43-26-04-00000.0530	1	50.72	\$ 50.72	13756 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOT 53
20-43-26-04-00000.0540	1	50.72	\$ 50.72	13754 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOTS 54 + 55
20-43-26-04-00000.0560	1	50.72	\$ 50.72	13750 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOT 56
20-43-26-04-00000.0570	1	50.72	\$ 50.72	13746 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOTS 57 + 58
20-43-26-04-00000.0590	1	50.72	\$ 50.72	13742 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOT 59
20-43-26-04-00000.0600	1	50.72	\$ 50.72	13740 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOT 60
20-43-26-04-00000.0610	1	50.72	\$ 50.72	13738 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOT 61 + W1/2 LOT 62
20-43-26-04-00000.0620	1	50.72	\$ 50.72	13734 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOT 63 + E 1/2 OF LOT 62
20-43-26-04-00000.0640	1	50.72	\$ 50.72	13730 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOT 64 + E 1/2 OF LOT 65

20-43-26-04-00000.0660	1	50.72	\$ 50.72	13726 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOT 66 + W 1/2 OF LOT 65
20-43-26-04-00000.0670	1	50.72	\$ 50.72	13724 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOT 67 + W 40.5 FT LOT 68
20-43-26-04-00000.0680	1	50.72	\$ 50.72	13722 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 E 1/2 LOT 68 + ALL LOT 69
20-43-26-04-00000.0700	1	50.72	\$ 50.72	13718 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOT 70 + E 1/2 OF LOT 71
20-43-26-04-00000.0720	1	50.72	\$ 50.72	13714 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOT 72 + W 1/2 OF LOT 71
20-43-26-04-00000.0730	1	50.72	\$ 50.72	13708 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 2 OR 167 PG 184 LOTS 73 + 74
20-43-26-06-00000.1010	1	50.72	\$ 50.72	13855 LAZY LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 101
20-43-26-06-00000.1020	1	50.72	\$ 50.72	13861 LAZY LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 102
20-43-26-06-00000.1030	1	50.72	\$ 50.72	13867 LAZY LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 103
20-43-26-06-00000.1040	1	50.72	\$ 50.72	13873 LAZY LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 104
20-43-26-06-00000.1050	1	50.72	\$ 50.72	13879 LAZY LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 105
20-43-26-06-00000.1060	1	50.72	\$ 50.72	13885 LAZY LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 106

20-43-26-06-00000.1070	1	50.72	\$ 50.72	13787 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 107
20-43-26-06-00000.1080	1	50.72	\$ 50.72	13781 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 108
20-43-26-06-00000.1090	1	50.72	\$ 50.72	13896 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 109
20-43-26-06-00000.1100	1	50.72	\$ 50.72	13890 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 110
20-43-26-06-00000.1110	1	50.72	\$ 50.72	13884 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 111
20-43-26-06-00000.1120	1	50.72	\$ 50.72	13876 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 112
20-43-26-06-00000.1130	1	50.72	\$ 50.72	13870 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 113
20-43-26-06-00000.1140	1	50.72	\$ 50.72	13864 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 114
20-43-26-06-00000.1150	1	50.72	\$ 50.72	13858 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 115
20-43-26-06-00000.1160	1	50.72	\$ 50.72	13852 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 116
20-43-26-06-00000.1170	1	50.72	\$ 50.72	13846 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 117
20-43-26-06-00000.1180	1	50.72	\$ 50.72	13840 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 118

20-43-26-06-00000.1190	1	50.72	\$ 50.72	13834 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 119
20-43-26-06-00000.1200	1	50.72	\$ 50.72	13826 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 120
20-43-26-06-00000.1210	1	50.72	\$ 50.72	13820 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 121
20-43-26-06-00000.1220	1	50.72	\$ 50.72	13819 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 3 PB 17 PG 112 LOT 122
20-43-26-07-00000.1230	1	50.72	\$ 50.72	13825 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 123
20-43-26-07-00000.1240	1	50.72	\$ 50.72	13831 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 124
20-43-26-07-00000.1250	1	50.72	\$ 50.72	13837 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 125
20-43-26-07-00000.1260	1	50.72	\$ 50.72	13843 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 126
20-43-26-07-00000.1270	1	50.72	\$ 50.72	13849 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 127
20-43-26-07-00000.1280	1	50.72	\$ 50.72	13855 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 128
20-43-26-07-00000.1290	1	50.72	\$ 50.72	13861 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 129
20-43-26-07-00000.1300	1	50.72	\$ 50.72	13867 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 130

20-43-26-07-00000.1310	1	50.72	\$ 50.72	13873 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 131
20-43-26-07-00000.1320	1	50.72	\$ 50.72	13879 SLEEPY HOLLOW LN FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 132
20-43-26-07-00000.1330	1	50.72	\$ 50.72	13769 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 133
20-43-26-07-00000.1340	1	50.72	\$ 50.72	13763 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 134
20-43-26-07-00000.1350	1	50.72	\$ 50.72	13757 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 135
20-43-26-07-00000.1360	1	50.72	\$ 50.72	13786 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 136
20-43-26-07-00000.1370	1	50.72	\$ 50.72	13780 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 137
20-43-26-07-00000.1380	1	50.72	\$ 50.72	13774 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 138
20-43-26-07-00000.1390	1	50.72	\$ 50.72	13768 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 139
20-43-26-07-00000.1400	1	50.72	\$ 50.72	13762 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 140
20-43-26-07-00000.1410	1	50.72	\$ 50.72	13756 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 141
20-43-26-07-00000.1420	1	50.72	\$ 50.72	13750 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 142

20-43-26-07-00000.1430	1	50.72	\$ 50.72	13744 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 143
20-43-26-07-00000.1440	1	50.72	\$ 50.72	13738 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 144
20-43-26-07-00000.1450	1	50.72	\$ 50.72	13732 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 4 PB 21 PG 100 LOT 145
20-43-26-08-00000.1460	1	50.72	\$ 50.72	13731 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 5 PB 22 PG 57 LOT 146
20-43-26-08-00000.1470	1	50.72	\$ 50.72	13737 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 5 PB 22 PG 57 LOT 147
20-43-26-08-00000.1480	1	50.72	\$ 50.72	13743 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 5 PB 22 PG 57 LOT 148
20-43-26-08-00000.1490	1	50.72	\$ 50.72	13749 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 5 PB 22 PG 57 LOT 149
20-43-26-08-00000.1500	1	50.72	\$ 50.72	13755 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 5 PB 22 PG 57 LOT 150
20-43-26-08-00000.1510	1	50.72	\$ 50.72	13761 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 5 PB 22 PG 57 LOT 151
20-43-26-08-00000.1520	1	50.72	\$ 50.72	13767 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 5 PB 22 PG 57 LOT 152
20-43-26-08-00000.1530	1	50.72	\$ 50.72	13773 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 5 PB 22 PG 57 LOT 153
20-43-26-08-00000.1540	1	50.72	\$ 50.72	13779 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 5 PB 22 PG 57 LOT 154

20-43-26-08-00000.1550	1	50.72	\$ 50.72	13785 OX BOW RD FORT MYERS, FL 33905	RIVER FOREST UNIT 5 PB 22 PG 57 LOT 155
20-43-26-08-00000.1560	1	50.72	\$ 50.72	13745 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 5 PB 22 PG 57 LOT 156
20-43-26-08-00000.1570	1	50.72	\$ 50.72	13739 RIVER FOREST DR FORT MYERS, FL 33905	RIVER FOREST UNIT 5 PB 22 PG 57 LOT 157
20-43-26-08-00000.1580	1	50.72	\$ 50.72	13540 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 5 PB 22 PG 57 LOT 158
20-43-26-09-00000.1590	1	50.72	\$ 50.72	13538 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 159
20-43-26-09-00000.1600	1	50.72	\$ 50.72	13534 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 160
20-43-26-09-00000.1610	1	50.72	\$ 50.72	13532 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 161
20-43-26-09-00000.1620	1	50.72	\$ 50.72	13528 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 162
20-43-26-09-00000.1630	1	50.72	\$ 50.72	13522 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 163
20-43-26-09-00000.1640	1	50.72	\$ 50.72	13520 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 164
20-43-26-09-00000.1650	1	50.72	\$ 50.72	13518 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 165
20-43-26-09-00000.1660	1	50.72	\$ 50.72	13516 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 166

20-43-26-09-00000.1670	1	50.72	\$ 50.72	13514 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 167
20-43-26-09-00000.1680	1	50.72	\$ 50.72	13512 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 168
20-43-26-09-00000.1690	1	50.72	\$ 50.72	13510 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 169
20-43-26-09-00000.1700	1	50.72	\$ 50.72	13508 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 170
20-43-26-09-00000.171C	1	50.72	\$ 50.72	13502 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 171C
20-43-26-09-00000.1720	1	50.72	\$ 50.72	13501 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 172
20-43-26-09-00000.1730	1	50.72	\$ 50.72	13503 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 173 DESC OR 2471 PG 1218
20-43-26-09-00000.1740	1	50.72	\$ 50.72	13505 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 174
20-43-26-09-00000.1750	1	50.72	\$ 50.72	13509 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 175
20-43-26-09-00000.1760	1	50.72	\$ 50.72	13511 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 176
20-43-26-09-00000.1770	1	50.72	\$ 50.72	13513 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 177
20-43-26-09-00000.1780	1	50.72	\$ 50.72	13515 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 178

20-43-26-09-00000.1790	1	50.72	\$ 50.72	13519 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 179
20-43-26-09-00000.1800	1	50.72	\$ 50.72	13521 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 180
20-43-26-09-00000.1810	1	50.72	\$ 50.72	13529 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 181
20-43-26-09-00000.1820	1	50.72	\$ 50.72	13533 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST UNIT 6 UNREC OR 869 PG 615 LOT 182 LESS E 8 FT
20-43-26-09-00000.1830	1	50.72	\$ 50.72	13539 ISLAND RD FORT MYERS, FL 33905	RIVER FOREST U 6 UNREC OR 869 PG 615 LOT 183 + E 8 FT LOT182+W32FT OF S40FT LOT184 + OR 869 PG 615 LOT 184 LS W32 FT OF S40FT
	149		\$ 7,557		

SA140 SHELTERING PINES MOBILE HOME VILLAGE IMP UNIT MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Assessment	Site Address	Legal Description
20-46-25-05-00001.0010	1	138.44	\$ 138.44	3842 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.1 OR 493 PG 607 LOT 1
20-46-25-05-00001.0020	1	138.44	\$ 138.44	3838 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 1 OR 493 PG 607 LOT 2
20-46-25-05-00001.0030	1	138.44	\$ 138.44	3834 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 1 OR 493 PG 607 LOT 3
20-46-25-05-00001.0040	1	138.44	\$ 138.44	3830 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 1 OR 493 PG 607 LOT 4
20-46-25-05-00001.0050	1	138.44	\$ 138.44	3826 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINE MOBILE HOME VILL BLK 1 OR 493 PG 607 LOT 5 LESS W 5 FT
20-46-25-05-00001.0060	1	138.44	\$ 138.44	3822 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.1 OR 493 PG 607 LOT 6 PLUS W 5 FT OF LOT 5
20-46-25-05-00001.0070	1	138.44	\$ 138.44	3818 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.1 OR 493 PG 607 LOT 7
20-46-25-05-00001.0080	1	138.44	\$ 138.44	3814 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.1 OR 493 PG 607 LOT 8
20-46-25-05-00001.0090	1	138.44	\$ 138.44	3810 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.1 OR 493 PG 607 LOT 9
20-46-25-05-00001.0100	1	138.44	\$ 138.44	3808 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.1 OR 493 PG 607 LOT 10
20-46-25-05-00001.0110	1	138.44	\$ 138.44	3802 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 1 OR 493 PG 607 LOT 11
20-46-25-05-00001.0120	1	138.44	\$ 138.44	3798 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.1 OR 493 PG 607 LOT 12

20-46-25-05-00001.0130	1	138.44	\$ 138.44	3794 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.1 OR 493 PG 607 LOT 13
20-46-25-05-00001.0140	1	138.44	\$ 138.44	3790 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.1 OR 493 PG 607 LOT 14
20-46-25-05-00001.0150	1	138.44	\$ 138.44	3786 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.1 OR 493 PG 607 LOT 15
20-46-25-05-00001.0160	1	138.44	\$ 138.44	3782 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.1 OR 493 PG 607 LOT 16
20-46-25-05-00001.0170	1	138.44	\$ 138.44	3778 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO.VL BLK 1 OR 493 PG 607 LOT 17
20-46-25-05-00001.0180	1	138.44	\$ 138.44	3774 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.1 OR 493 PG 607 LOT 18
20-46-25-05-00001.0190	1	138.44	\$ 138.44	3770 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO.VL BLK.1 OR 493 PG 607 LOT 19
20-46-25-05-00001.0200	1	138.44	\$ 138.44	3766 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.1 OR 493 PG 607 LOT 20
20-46-25-05-00001.0210	1	138.44	\$ 138.44	3762 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 1 OR 493 PG 607 LOT 21
20-46-25-05-00001.0220	1	138.44	\$ 138.44	3758 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES M/H VLG BLK 1 OR 493 PG 607 LOT 22
20-46-25-05-00001.0230	1	138.44	\$ 138.44	3754 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.1 OR 493 PG 607 LOT 23
20-46-25-05-00001.0240	1	138.44	\$ 138.44	3750 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES M/H VLG BLK.1 OR 493 PG 607 LOT 24
20-46-25-05-00001.0250	1	138.44	\$ 138.44	3746 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.1 OR 493 PG 607 LOT 25

20-46-25-05-00001.0260	1	138.44	\$ 138.44	3742 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.1 OR 493 PG 607 LOT 26
20-46-25-05-00001.0270	1	138.44	\$ 138.44	3738 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 1 OR 493 PG 607 LOT 27
20-46-25-05-00002.0010	1	138.44	\$ 138.44	19100 UNICORN LN FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 2 OR 493 PG 607 LOT 1
20-46-25-05-00002.0020	1	138.44	\$ 138.44	3833 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO V BLK 2 OR 493 PG 607 LOT 2
20-46-25-05-00002.0030	1	138.44	\$ 138.44	3829 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 2 OR 493 PG 607 LOT 3
20-46-25-05-00002.0040	1	138.44	\$ 138.44	3825 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.2 OR 493 PG 607 LOT 4
20-46-25-05-00002.0050	1	138.44	\$ 138.44	3821 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.2 OR 493 PG 607 LOT 5
20-46-25-05-00002.0060	1	138.44	\$ 138.44	3817 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.2 OR 493 PG 607 LOT 6
20-46-25-05-00002.0070	1	138.44	\$ 138.44	3813 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.2 OR 493 PG 607 LOT 7
20-46-25-05-00002.0080	1	138.44	\$ 138.44	3809 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.2 OR 493 PG 607 LOT 8
20-46-25-05-00002.0090	1	138.44	\$ 138.44	3805 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 2 OR 493 PG 607 LOT 9
20-46-25-05-00002.0100	2	276.88	\$ 276.88	3801 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.2 OR 493 PG 607 LOT 10 + 11
20-46-25-05-00002.0120	1	138.44	\$ 138.44	3793 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 2 OR 493 PG 607 LOT 12

20-46-25-05-00002.0130	1	138.44	\$ 138.44	3789 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.2 OR 493 PG 607 LOT 13
20-46-25-05-00002.0140	1	138.44	\$ 138.44	3785 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES M/H VLG BLK.2 OR 493 PG 607 LOT 14
20-46-25-05-00002.0150	1	138.44	\$ 138.44	3781 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 2 OR 493 PG 607 LOT 15
20-46-25-05-00002.0160	1	138.44	\$ 138.44	3777 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES M/H VLG BLK 2 OR 493 PG 609 LOT 16
20-46-25-05-00002.0170	1	138.44	\$ 138.44	3773 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES M/H VLG BLK 2 OR 493 PG 607 LOT 17
20-46-25-05-00002.0180	1	138.44	\$ 138.44	3769 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 2 OR 493 PG 607 LOT 18
20-46-25-05-00002.0190	2	276.88	\$ 276.88	3765 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.2 OR 493 PG 607 LOT 19 + 20
20-46-25-05-00002.0210	2	276.88	\$ 276.88	3757 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 2 OR 493 PG 607 LOTS 21 + 22
20-46-25-05-00002.0230	1	138.44	\$ 138.44	3749 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.2 OR 493 PG 607 LOT 23
20-46-25-05-00002.0240	1	138.44	\$ 138.44	3745 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.2 OR 493 PG 607 LOT 24
20-46-25-05-00002.0250	1	138.44	\$ 138.44	3741 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HOME VILLAGE BLK 2 OR 493 PG 607 LOT 25
20-46-25-05-00002.025A	2	276.88	\$ 276.88	3737 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HOME VILLAGE BLK 2 OR 493 PG 607 LOTS 25A + 25B
20-46-25-05-00002.0260	1	138.44	\$ 138.44	3619 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HOME VILLAGE BLK 2 OR 493 PG 607 LOT 26
20-46-25-05-00002.026A	2	276.88	\$ 276.88	3623 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HOME VILLAGE BLK 2 OR 493 PG 607 LOTS 26A + 26B

20-46-25-05-00002.0270	2	276.88	\$ 276.88	3615 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES M H VIL BLK 2 OR 493 PG 607 LOTS 27 + 28
20-46-25-05-00002.0290	1	138.44	\$ 138.44	3607 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES M H VIL BLK 2 OR 493 PG 607 LOT 29
20-46-25-05-00002.0300	1	138.44	\$ 138.44	3603 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES M H VIL BLK 2 OR 493 PG 607 LOT 30
20-46-25-05-00002.0310	2	276.88	\$ 276.88	3599 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES M H VIL BLK 2 OR 493 PG 607 LOTS 31 + 32
20-46-25-05-00002.0330	2	276.88	\$ 276.88	3591 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOB HO VIL BLK 2 OR 493 PG 607 LOTS 33 + 34
20-46-25-05-00002.0350	2	276.88	\$ 276.88	3579 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOB HOM VIL BLK 2 OR 493 PG 607 LOTS 35 + 36
20-46-25-05-00002.0370	1	138.44	\$ 138.44	3575 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES M/H VLG BLK 2 OR 493 PG 607-8 LOT 37
20-46-25-05-00002.0380	1	138.44	\$ 138.44	3571 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES M/H VLG BLK 2 OR 493 PG 607-8 LOT 38
20-46-25-05-00002.0390	1	138.44	\$ 138.44	3567 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES MOB HO VL BLK 2 OR 493 PG 607 LOT 39
20-46-25-05-00002.0400	1	138.44	\$ 138.44	3563 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES MBH VIL BLK 2 OR 493 PG 607 LOT 40
20-46-25-05-00002.0410	1	138.44	\$ 138.44	3559 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES MBH VIL BLK 2 OR 493 PG 607 LOT 41
20-46-25-05-00002.0420	1	138.44	\$ 138.44	3555 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES MBH VIL BLK 2 OR 493 PG 607 LOT 42
20-46-25-05-00002.0430	1	138.44	\$ 138.44	3551 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINE MOB HO VLG BLK 2 OR 493 PG 607 LOT 43
20-46-25-05-00002.0440	2	276.88	\$ 276.88	3547 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES MBH VIL BLK 2 OR 493 PG 607 LOTS 44 + 45

20-46-25-05-00002.0460	1	138.44	\$ 138.44	3539 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES MBH VIL BLK 2 OR 493 PG 607 LOT 46
20-46-25-05-00002.0470	1	138.44	\$ 138.44	3535 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES MBH VLGE BLK 2 OR 493 PG 607 LOT 47
20-46-25-05-00002.0480	1	138.44	\$ 138.44	3531 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES MBH VLGE BLK 2 OR 493 PG 607 LOT 48
20-46-25-05-00002.0490	2	276.88	\$ 276.88	19106 UNICORN LN FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 2 OR 493 PG 607 LOTS 49 + 50
20-46-25-05-00003.0010	1	138.44	\$ 138.44	3624 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 3 OR 493 PG 607 LOT 1
20-46-25-05-00003.0020	2	276.88	\$ 276.88	3620 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES M H VILLAGE BLK 3 OR 493 PG 607 LOTS 2 + 3
20-46-25-05-00003.0040	1	138.44	\$ 138.44	3612 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES MBH VIL BLK 3 OR 493 PG 607 LOT 4
20-46-25-05-00003.0050	1	138.44	\$ 138.44	3608 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES MBH VIL BLK 3 OR 493 PG 607 LOT 5
20-46-25-05-00003.0060	1	138.44	\$ 138.44	3604 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 3 OR 493 PG 607 LOT 6
20-46-25-05-00003.0070	1	138.44	\$ 138.44	3600 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES MBH VIL BLK 3 OR 943 PG 607 LOT 7
20-46-25-05-00003.0080	1	138.44	\$ 138.44	3596 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 3 OR 493 PG 607 LOT 8
20-46-25-05-00003.0090	1	138.44	\$ 138.44	3592 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 3 OR 493 PG 607 LOT 9
20-46-25-05-00003.0100	1	138.44	\$ 138.44	3588 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES M/H VLG BLK 3 OR 493 PG 607 LOT 10

20-46-25-05-00003.0110	1	138.44	\$ 138.44	3584 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 3 OR 493 PG 607 LOT 11
20-46-25-05-00003.0120	1	138.44	\$ 138.44	3580 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.3 OR 493 PG 607 LOT 12
20-46-25-05-00003.0130	1	138.44	\$ 138.44	3576 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES M/H VLG BLK 3 OR 493 PG 607 LOT 13
20-46-25-05-00003.0140	1	138.44	\$ 138.44	3572 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES MOB HO VL BLK 3 OR 493 PG 607 LOT 14
20-46-25-05-00003.0150	1	138.44	\$ 138.44	3568 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 3 OR 493 PG 607 LOT 15
20-46-25-05-00003.0160	1	138.44	\$ 138.44	3564 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES M/H VLG BLK 3 OR 493 PG 607 LOT 16
20-46-25-05-00003.0170	1	138.44	\$ 138.44	3560 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 3 OR 493 PG 607 LOT 17
20-46-25-05-00003.0180	1	138.44	\$ 138.44	3556 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES M/H VLG BLK 3 OR 493 PG 607 LOT 18
20-46-25-05-00003.0190	1	138.44	\$ 138.44	3552 UNIQUE CIR FORT MYERS, FL 33908	SHELTERNG.PINES MOB.HO.VIL BLK.3 OR 493 PG 607 LOT 19
20-46-25-05-00003.0200	1	138.44	\$ 138.44	3548 UNIQUE CIR FORT MYERS, FL 33908	SHELTERNG.PINES MOB.HO.VIL BLK.3 OR 493 PG 607 LOT 20
20-46-25-05-00003.0210	1	138.44	\$ 138.44	3544 UNIQUE CIR FORT MYERS, FL 33908	SHELTERNG PINES MOB HO VIL BLK 3 OR 493 PG 607 LOT 21
20-46-25-05-00003.0220	1	138.44	\$ 138.44	3540 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.3 OR 493 PG 607 LOT 22
20-46-25-05-00003.0230	1	138.44	\$ 138.44	3536 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES MOB HM VL BLK 3 OR 493 PG 607 LOT 23

20-46-25-05-00003.0240	1	138.44	\$ 138.44	3532 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.3 OR 493 PG 607 LOT 24
20-46-25-05-00003.0250	1	138.44	\$ 138.44	3528 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK 3 OR 493 PG 607 LOT 25
20-46-25-05-00003.0260	1	138.44	\$ 138.44	3524 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK 3 OR 493 PG 607 LOT 26
20-46-25-05-00003.0270	2	276.88	\$ 276.88	3520 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.3 OR 493 PG 607 LOTS 27 + 28
20-46-25-05-00003.0290	2	276.88	\$ 276.88	3512 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.3 OR 493 PG 607 LOT 29 + 30
20-46-25-05-00004.0010	2	276.88	\$ 276.88	3726 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.4 OR 493 PG 607 LOTS 1 + 2
20-46-25-05-00004.0030	2	276.88	\$ 276.88	3714 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 4 OR 493 PG 607 LOTS 3 + 4
20-46-25-05-00004.0050	2	276.88	\$ 276.88	3710 UNIQUE CIR FORT MYERS, FL 33908	SHELTER.PINES MOBILE HO.VL BLK.4 OR 493 PG 607 LOTS 5 + 6
20-46-25-05-00004.0070	2	276.88	\$ 276.88	3702 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOB HO VIL BLK 4 OR 493 PG 607-8 LOTS 7 + 8
20-46-25-05-00004.0090	2	276.88	\$ 276.88	3694 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOB HO VIL BLK 4 OR 493 PG 607 LOTS 9 + 10
20-46-25-05-00004.0110	2	276.88	\$ 276.88	3686 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBIL HO VIL BLK 4 OR 493 PG 607 LOTS 11 + 12
20-46-25-05-00004.0130	2	276.88	\$ 276.88	3678 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES MBH VIL BLK 4 OR 493 PG 607 LOTS 13 + 14
20-46-25-05-00004.0150	2	276.88	\$ 276.88	3666 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 4 OR 493 PG 607 LOTS 15 + 16

20-46-25-05-00004.0170	2	276.88	\$ 276.88	3662 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 4 OR 493 PG 607 LOTS 17 + 18
20-46-25-05-00004.0190	2	276.88	\$ 276.88	3650/3654 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 4 OR 493 PG 607 LOTS 19 + 20
20-46-25-05-00004.0210	2	276.88	\$ 276.88	3646 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES M H VL BLK 4 OR 493 PG 607 LOTS 21 + 22
20-46-25-05-00004.0230	2	276.88	\$ 276.88	3634 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 4 OR 493 PG 607 LOTS 23 + 24
20-46-25-05-00005.0010	2	276.88	\$ 276.88	3721 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 5 OR 493 PG 607 LOTS 1 + 2
20-46-25-05-00005.0030	2	276.88	\$ 276.88	3713 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 5 OR 493 PG 607 LOTS 3 + 4
20-46-25-05-00005.0050	2	276.88	\$ 276.88	3705 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES M/H VIL BLK 5 OR 493 PG 607-8 LOTS 5 + 6
20-46-25-05-00005.0070	2	276.88	\$ 276.88	3697 UNIQUE CIR FORT MYERS, FL 33908	SHELTERING PINES M/H VIL BLK 5 OR 493 PG 607-8 LOTS 7 + 8
20-46-25-05-00005.0090	2	276.88	\$ 276.88	3667 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 5 OR 493 PG 607 LOTS 9 + 10
20-46-25-05-00005.0110	2	276.88	\$ 276.88	3659 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 5 OR 493 PG 607 LOTS 11 + 12
20-46-25-05-00005.0130	1	138.44	\$ 138.44	3651 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HO VL BLK 5 OR 493 PG 607 LOT 13
20-46-25-05-00005.0140	1	138.44	\$ 138.44	3647 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES M/H VILG BLK 5 OR 493 PG 607 LOT 14
20-46-25-05-00005.0150	1	138.44	\$ 138.44	3643 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HOME VIL BLK 5 OR 493 PG 607 LOT 15
20-46-25-05-00005.0160	1	138.44	\$ 138.44	3639 UNIQUE CIR FORT MYERS, FL 33908	SHELTER PINES MOBILE HOME VIL BLK 5 OR 493 PG 607 LOT 16

20-46-25-21-00000.0010	15	2076.6	\$ 2,076.60	3501 UNIQUE CIR FORT MYERS, FL	SHELTERING PINES COMMERCIAL AS DESC IN INST# 2012000094517 LOT 1
	166		\$ 22,981		

SA168 UNIVERSITY LANDSCAPING O&M SPECIAL IMP UNIT MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Assessment	Site Address	Legal Description
02-46-25-00-00001.1010	51	2.15	\$ 109.65	RIGHT OF WAY FORT MYERS, FL	PARL LOC IN SW 1/4 OF SEC DESC IN OR 3925/2680 LESS OR 3990/3411 + R/W OR 4355/2364
02-46-25-04-0000J.00CE	1023	2.15	\$ 2,199.45	EASEMENT FORT MYERS, FL 33913	GULF COAST LANDINGS DESC IN INST#2009000078147 TRACT J
11-46-25-00-00001.0020	216	2.15	\$ 464.40	17100 BEN HILL GRIFFIN PKWY FORT MYERS, FL 33913	FR NW COR SEC 11 E1920FT TH S 1058FT TO P O B DESC OR 2737/1099
11-46-25-00-00001.0030	216	2.15	\$ 464.40	17500 BEN HILL GRIFFIN PKWY FORT MYERS, FL 33913	FR NW COR E 1920FT S1019FT SLY 1403FT W75FT TO P O B DESC OR 2884 PG 575
11-46-25-00-00001.0070	800	2.15	\$ 1,720.00	17095-130 COLLEGE CLUB LOOP FORT MYERS, FL 33913	PARL LYING IN SEC 10 + 11 DESC IN OR 3956/4074 LESS INST 2005-176537
11-46-25-11-00000.00A0	204	2.15	\$ 438.60	17830 BEN HILL GRIFFIN PKWY FORT MYERS, FL 33913	GULF COAST TOWN CENTER AS DESC IN INST #2007-192422 TR A
11-46-25-11-00000.00B0	125	2.15	\$ 268.75	17824 BEN HILL GRIFFIN PKWY FORT MYERS, FL 33913	GULF COAST TOWN CENTER AS DESC IN INST #2007-192422 TR B
11-46-25-11-00000.00C0	240	2.15	\$ 516.00	17820 BEN HILL GRIFFIN PKWY FORT MYERS, FL 33913	GULF COAST TOWN CENTER AS DESC IN INST #2007-192422 TR C
11-46-25-11-00000.00D0	168	2.15	\$ 361.20	17810 BEN HILL GRIFFIN PKWY FORT MYERS, FL 33913	GULF COAST TOWN CENTER AS DESC IN INST #2007-192422 TR D
11-46-25-11-00000.00E0	238	2.15	\$ 511.70	17804 BEN HILL GRIFFIN PKWY FORT MYERS, FL 33913	GULF COAST TOWN CENTER AS DESC IN INST #2007-192422 TR E
11-46-25-11-00000.00F0	200	2.15	\$ 430.00	17800 BEN HILL GRIFFIN PKWY FORT MYERS, FL 33913	GULF COAST TOWN CENTER AS DESC IN INST #2007-192422 TR F
11-46-25-11-00000.00G0	210	2.15	\$ 451.50	17480 BEN HILL GRIFFIN PKWY FORT MYERS, FL 33913	GULF COAST TOWN CENTER AS DESC IN INST #2007-192422 TR G
11-46-25-11-00000.00H0	225	2.15	\$ 483.75	17470 BEN HILL GRIFFIN PKWY FORT MYERS, FL 33913	GULF COAST TOWN CENTER AS DESC IN INST #2007-192422 TR H
11-46-25-11-00000.00I0	100	2.15	\$ 215.00	17450 BEN HILL GRIFFIN PKWY FORT MYERS, FL 33913	GULF COAST TOWN CENTER AS DESC IN INST #2007-192422 TR I
11-46-25-11-00000.00J0	275	2.15	\$ 591.25	17440 BEN HILL GRIFFIN PKWY FORT MYERS, FL 33913	GULF COAST TOWN CENTER AS DESC IN INST #2007-192422 TR J
11-46-25-11-00000.00K0	225	2.15	\$ 483.75	17090 BEN HILL GRIFFIN PKWY FORT MYERS, FL 33913	GULF COAST TOWN CENTER AS DESC IN INST #2007-192422 TR K
11-46-25-11-00000.00Q0	38	2.15	\$ 81.70	10000 GULF CENTER DR FORT MYERS, FL 33913	GULF COAST TOWN CENTER AS DESC IN INST #2007-192422 TR Q
11-46-25-11-00000.00W0	35	2.15	\$ 75.25	ACCESS UNDETERMINED FORT MYERS, FL 33913	GULF COAST TOWN CENTER AS DESC IN INST #2007-192422 TR W

11-46-25-11-00000.00Y0	245	2.15	\$ 526.75	17460 BEN HILL GRIFFIN PKWY FORT MYERS, FL 33913	GULF COAST TOWN CENTER AS DESC IN INST #2007-192422 TR Y
11-46-25-11-00000.0RD1	260	2.15	\$ 559.00	RIGHT OF WAY FORT MYERS, FL	GULF COAST TOWN CENTER AS DESC IN INST #2007-192422 TR RD-1
11-46-25-15-00002.0000	263	2.15	\$ 565.45	10020 UNIVERSITY PLAZA DR FORT MYERS, FL 33913	SHOPS AT UNIVERSITY PLAZA AS DESC IN INST #2011000101674 TRACT 2
11-46-25-15-00005.0000	209	2.15	\$ 449.35	10050 UNIVERSITY PLAZA DR FORT MYERS, FL 33913	SHOPS AT UNIVERSITY PLAZA AS DESC IN INST #2011000101674 TRACT 5
11-46-25-15-00006.0000	167	2.15	\$ 359.05	10060 UNIVERSITY PLAZA DR FORT MYERS, FL 33913	SHOPS AT UNIVERSITY PLAZA AS DESC IN INST #2011000101674 TRACT 6
11-46-25-15-0000B.00CE	249	2.15	\$ 535.35	RIGHT OF WAY FORT MYERS, FL 33913	SHOPS AT UNIVERSITY PLAZA AS DESC IN INST #2011000101674 TRACT B
13-46-25-00-00001.0010	3827	2.15	\$ 8,228.05	10501 FGCU BLVD S FORT MYERS, FL 33965	IN SW 1/4 OF SEC OR 2497/1564 FL GULF COAST UNIV
14-46-25-01-000A4.0000	16763	2.15	\$ 36,040.45	MIROMAR LAKES UNIT 1 CONSERVATION MIROMAR LAKES, FL	MIROMAR LAKES UNIT ONE DESC IN PB 67 PGS 60-73 TRACT A-4
23-46-25-00-00001.0020	468	2.15	\$ 1,006.20	19801 BEN HILL GRIFFIN PKWY MIROMAR LAKES, FL 33913	PAR LYING IN THE SW 1/4 OF SEC EAST OF TREELINE AVE DESC OR 2851 PG 3172
23-46-25-00-00001.0030	402	2.15	\$ 864.30	19901 BEN HILL GRIFFIN PKWY MIROMAR LAKES, FL 33913	PAR LYING IN MULTI SECS 23+24 ELY OF TREELINE AV DESC OR 2887/633
23-46-25-00-00001.0040	1264	2.15	\$ 2,717.60	19601 BEN HILL GRIFFIN PKWY FORT MYERS, FL 33913	FR SE LINE OF TREELINE DR N603FT TO CURVE TO LEFT 140FT FT N421FT TO POB OR2962/2112
23-46-25-00-00001.1040	402	2.15	\$ 864.30	RESERVED MIROMAR LAKES, FL	PARCEL LYING IN THE SW 1/4 OF SECT DESC IN OR 3380 PG 797 AKA AREA D LESS OR 4161/3976 + OR 4236/1965 LESS ROW DESC IN INST#2006-227387
23-46-25-00-00001.1080	472	2.15	\$ 1,014.80	19800 BEN HILL GRIFFIN PKWY FORT MYERS, FL 33913	PAR LYING IN THE SW 1/4 OF SECT DESC IN OR 4161/3976
23-46-25-00-00001.1090	884	2.15	\$ 1,900.60	ACCESS UNDETERMINED FORT MYERS, FL	PAR LYING IN SW 1/4 OF SECT DESC IN OR 4236/1965
25-46-25-E1-160R1.00CE	100	2.15	\$ 215.00	RIGHT OF WAY ESTERO, FL	GRANDE OAK S/D PB 67 PGS 15 THRU 36 TRACT R-1
25-46-25-E2-16GC1.0000	3415	2.15	\$ 7,342.25	GOLF COURSE ESTERO, FL	GRANDE OAK S/D PB 67 PGS 15-36 TRACTS GC-1 THRU GC-4 LESS OR 3356/4028 + INST#2006-178885 LESS LAKES DESC IN INST #2009000246714

25-46-25-E4-20000.0010	237	2.15	\$ 509.55	20280 GRANDE OAK SHOPPES BLVD ESTERO, FL 33928	SHOPPES AT GRANDE OAK PB 69 PGS 31-34 LOT 1
25-46-25-E4-20000.0020	218	2.15	\$ 468.70	20290 GRANDE OAK SHOPPES BLVD ESTERO, FL	SHOPPES AT GRANDE OAK PB 69 PGS 31-34 LOT 2
25-46-25-E4-20000.0030	225	2.15	\$ 483.75	20300 GRANDE OAK SHOPPES BLVD ESTERO, FL 33928	SHOPPES AT GRANDE OAK PB 69 PGS 31-34 LOT 3
25-46-25-E4-20000.0040	245	2.15	\$ 526.75	20310 GRANDE OAK SHOPPES BLVD ESTERO, FL 33928	SHOPPES AT GRANDE OAK PB 69 PGS 31-34 LT 4
25-46-25-E4-20000.0050	360	2.15	\$ 774.00	20320 GRANDE OAK SHOPPES BLVD ESTERO, FL 33928	SHOPPES AT GRANDE OAK PB 69 PGS 31-34 LT 5
25-46-25-E4-2000R.00CE	160	2.15	\$ 344.00	RIGHT OF WAY ESTERO, FL	SHOPPES AT GRANDE OAK PB 69 PGS 31-34 TRACT R
26-46-25-E2-34001.0000	2718	2.15	\$ 5,843.70	ACCESS UNDETERMINED ESTERO, FL	UNIVERSITY HIGHLAND AS DESC IN INST# 2014000100081 TRACT 1
26-46-25-E2-34002.0000	333	2.15	\$ 715.95	11101-221 EVERBLADES PKWY ESTERO, FL	UNIVERSITY HIGHLAND AS DESC IN INST# 2014000100081 TRACT 2
26-46-25-E3-2700P.0000	5530	2.15	\$ 11,889.50	MIROMAR FACTORY OUTLET TRACT P ESTERO, FL 33928	MIROMAR FACTORY OUTLET DESC IN PB 77 PG 41 TRACT P LESS INST#2010000051882 + LESS 2010000185076
26-46-25-E3-34003.0000	451	2.15	\$ 969.65	ACCESS UNDETERMINED ESTERO, FL	UNIVERSITY HIGHLAND AS DESC IN INST# 2014000100081 TRACT 3
	44456		\$ 95,580		

SA333 AIRPORT WOODS SEWER MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
14-45-25-01-0000A.0020	\$ 3,151.06	1	10089 AMBERWOOD RD FORT MYERS, FL 33913	AIRPORT WOODS COMMERCE CTR REPLAT PB 50 PG 67 BLK A LOT 2
14-45-25-01-0000A.0030	\$ 3,151.06	1	10061 AMBERWOOD RD FORT MYERS, FL 33913	AIRPORT WOODS COMMERCE CTR REPLAT PB 50 PG 67 BLK A LOT 3
14-45-25-01-0000C.0020	\$ 3,151.06	1	10090 AMBERWOOD RD FORT MYERS, FL 33913	AIRPORT WOODS COMMERCE CTR REPLAT PB 50 PG 67 BLK C LOT 2
14-45-25-01-0000C.0030	\$ 3,151.06	1	10060 AMBERWOOD RD FORT MYERS, FL 33913	AIRPORT WOODS COMMERCE CTR REPLAT PB 50 PG 67 BLK C LOT 3
14-45-25-01-0000C.0040	\$ 3,151.06	1	10030 AMBERWOOD RD FORT MYERS, FL 33913	AIRPORT WOODS COMMERCE CTR REPLAT PB 50 PG 67 BLK C LOT 4
14-45-25-01-0000C.0060	\$ 3,151.06	1	10075 BAVARIA RD FORT MYERS, FL 33913	AIRPORT WOODS COMMERCE CTR REPLAT PB 50 PG 67 BLK C LOTS 6 + 7
14-45-25-01-0000D.0030	\$ 3,151.06	1	10030 BAVARIA RD FORT MYERS, FL 33913	AIRPORT WOODS COMMERCE CTR REPLAT PB 50 PG 67 BLK D LOT 3
14-45-25-01-0000D.0050	\$ 3,151.06	1	10060 BAVARIA RD FORT MYERS, FL 33913	AIRPORT WOODS COMMERCE CTR REPLAT PB 50 PG 67 BLK D LOT 5 AS DESC OR 4383/1944
14-45-25-01-0000D.005A	\$ 3,151.06	1	10052 BAVARIA RD FORT MYERS, FL 33913	AIRPORT WOODS COMMERCE CENTER REPLAT PB 50 PG 67 BLK D PT LOT 5 DESC OR 4192/3781
14-45-25-01-0000D.0060	\$ 3,151.06	1	10076 BAVARIA RD FORT MYERS, FL 33913	AIRPORT WOODS COMMERCE CTR REPLAT PB 50 PG 67 BLK D PT LOT 5 + 6 AS DESC IN OR 4383/1944
14-45-25-01-0000D.006A	\$ 3,151.06	1	10090 BAVARIA RD FORT MYERS, FL 33913	AIRPORT WOODS COMMERCE CTR REPLAT PB 50 PG 67 BLK D E PT LOT 6 DESC OR 4360/748
14-45-25-01-0000D.0070	\$ 3,151.06	1	12290 TREELINE AVE FORT MYERS, FL 33913	AIRPORT WOODS COMMERCE CTR REPLAT PB 50 PG 67 BLK D LOT 7
14-45-25-02-0000A.0050	\$ 3,151.06	1	10031 AMBERWOOD RD FORT MYERS, FL 33913	AIRPORT WOODS COMMERCE CTR REPLAT BLK A PB 52 PG 70 LOT 5
14-45-25-03-00000.0001	\$ 315.11	1	12244 TREELINE AVE 1 FORT MYERS, FL 33913	TREELINE PLAZA AT AIRPORT WOODS DESC OR 4662 PG 4808 UNIT 1

14-45-25-03-00000.0002	\$ 315.11	1	12244 TREELINE AVE 2 FORT MYERS, FL 33913	TREELINE PLAZA AT AIRPORT WOODS DESC OR 4662 PG 4808 UNIT 2
14-45-25-03-00000.0003	\$ 315.11	1	12244 TREELINE AVE 3 FORT MYERS, FL 33913	TREELINE PLAZA AT AIRPORT WOODS DESC OR 4662 PG 4808 UNIT 3
14-45-25-03-00000.0005	\$ 315.11	1	12244 TREELINE AVE 5 FORT MYERS, FL 33913	TREELINE PLAZA AT AIRPORT WOODS DESC OR 4662 PG 4808 UNIT 5
14-45-25-03-00000.0007	\$ 315.12	1	12244 TREELINE AVE 7 FORT MYERS, FL 33913	TREELINE PLAZA AT AIRPORT WOODS DESC OR 4662 PG 4808 UNIT 7
14-45-25-03-00000.0008	\$ 315.11	1	12244 TREELINE AVE 8 FORT MYERS, FL 33913	TREELINE PLAZA AT AIRPORT WOODS DESC OR 4662 PG 4808 UNIT 8
14-45-25-03-00000.0009	\$ 315.11	1	12244 TREELINE AVE 9 FORT MYERS, FL 33913	TREELINE PLAZA AT AIRPORT WOODS DESC OR 4662 PG 4808 UNIT 9
14-45-25-03-00000.0010	\$ 315.11	1	12244 TREELINE AVE 10 FORT MYERS, FL 33913	TREELINE PLAZA AT AIRPORT WOODS DESC OR 4662 PG 4808 UNIT 10
15-45-25-01-0000A.0060	\$ 3,151.06	1	9971 BAVARIA RD FORT MYERS, FL 33913	AIRPORT WOODS COMMERCE CTR REPLAT PB 50 PG 68 BLK A LOT 6 + 7 LESS N 44.21 FT DESC IN OR 4322/3428-3451
15-45-25-01-0000A.008A	\$ 3,151.06	1	9921 BAVARIA RD FORT MYERS, FL 33913	AIRPORT WOODS COMMERCE CTR REPLAT PB 50 PG 68 BLK A POR OF LOT 8 AS DESC IN INSTR #2006137324
15-45-25-01-0000B.0030	\$ 3,151.06	1	9970 BAVARIA RD FORT MYERS, FL 33913	AIRPORT WOODS COMMERCE CTR REPLAT PB 50 PG 68 BLK B LOT 3
15-45-25-01-0000B.0040	\$ 3,151.06	1	12296 MATTERHORN RD FORT MYERS, FL 33913	AIRPORT WOODS COMMERCE CTR REPLAT PB 50 PG 68 BLK B LOT 4
15-45-25-01-0000D.0010	\$ 3,151.06	1	10002 BAVARIA RD FORT MYERS, FL 33913	AIRPORT WOODS COMMERCE CTR REPLAT PB 50 PB 68 BLK D LOT 1
	\$ 59,239.97			

SA203 BAL ISLE SEWER MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
20-45-24-08-0000E.0110	\$ 600.77	1	968 BAL ISLE DR FORT MYERS, FL 33919	TOWN + RIVER EST UNIT 4 BLK E PB 24 PG 61 LOT 11
20-45-24-08-0000E.0140	\$ 600.77	1	967 BAL ISLE DR FORT MYERS, FL 33919	TOWN + RIVER EST UNIT 4 BLK E PB 24 PG 61 LOT 14
21-45-24-08-0000E.0010	\$ 600.77	1	1048 BAL ISLE DR FORT MYERS, FL 33919	TOWN + RIVER EST.UNIT 4 BLK.E PB 24 PG 60 LOT 1
21-45-24-08-0000E.0050	\$ 600.77	1	1016 BAL ISLE DR FORT MYERS, FL 33919	TOWN + RIVER EST.UNIT 4 BLK.E PB 24 PG 60 LOT 5
21-45-24-08-0000E.0060	\$ 600.77	1	1008 BAL ISLE DR FORT MYERS, FL 33919	TOWN + RIVER EST.UNIT 4 BLK.E PB 24 PG 60 LOT 6
21-45-24-08-0000E.0200	\$ 600.77	1	1017 BAL ISLE DR FORT MYERS, FL 33919	TOWN + RVR EST UNIT 4 BLK E PB 24 PG 60 LOT 20
21-45-24-08-0000E.0220	\$ 600.77	1	1033 BAL ISLE DR FORT MYERS, FL 33919	TOWN + RVR EST UNIT 4 BLK E PB 24 PG 60 LOT 22
21-45-24-08-0000E.0260	\$ 600.77	1	1069 BAL ISLE DR FORT MYERS, FL 33919	TOWN + RVR EST U 4 BLK E PB 24 PG 60 LOT 26
	\$ 4,806.16			

SA258 BRIARCREST SEWER MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
31-45-25-02-00000.0010	\$ 619.34	1	15459 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 1
31-45-25-02-00000.0020	\$ 621.15	1	15453 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 2
31-45-25-02-00000.0030	\$ 621.15	1	15447 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 3
31-45-25-02-00000.0040	\$ 621.15	1	15441 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 4
31-45-25-02-00000.0050	\$ 621.15	1	15435 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 5
31-45-25-02-00000.0090	\$ 621.15	1	15411 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 9
31-45-25-02-00000.0100	\$ 621.15	1	15405 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 10
31-45-25-02-00000.0110	\$ 621.15	1	15399 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 11
31-45-25-02-00000.0120	\$ 621.15	1	15393 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 12
31-45-25-02-00000.0130	\$ 621.15	1	15387 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 13
31-45-25-02-00000.0140	\$ 621.15	1	15381 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 14
31-45-25-02-00000.0170	\$ 621.15	1	15363 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 42 LOT 17
31-45-25-02-00000.0190	\$ 621.15	1	15351 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 42 LOT 19

31-45-25-02-00000.0200	\$ 621.15	1	15345 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 42 LOT 20
31-45-25-02-00000.0210	\$ 621.15	1	15315 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 42 LOT 21
31-45-25-02-00000.0230	\$ 621.15	1	15303 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 42 LOT 23
31-45-25-02-00000.0240	\$ 619.48	1	15297 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 42 LOT 24
31-45-25-02-00000.0270	\$ 621.15	1	15279 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 42 LOT 27
31-45-25-02-00000.0300	\$ 621.15	1	15261 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 30
31-45-25-02-00000.0320	\$ 621.15	1	15249 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 32
31-45-25-02-00000.0340	\$ 621.15	1	15237 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 34
31-45-25-02-00000.0350	\$ 621.15	1	15231 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 35
31-45-25-02-00000.0390	\$ 621.15	1	15207 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 39
31-45-25-02-00000.0420	\$ 621.15	1	15189 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 42
31-45-25-02-00000.0430	\$ 621.15	1	15183 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 43
31-45-25-02-00000.0440	\$ 619.48	1	15177 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 44

31-45-25-02-00000.0530	\$ 621.15	1	15436 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 53
31-45-25-02-00000.0560	\$ 621.15	1	15412 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 56
31-45-25-02-00000.0570	\$ 621.15	1	15406 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 57
31-45-25-02-00000.0580	\$ 621.15	1	15400 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 58
31-45-25-02-00000.0590	\$ 621.15	1	15394 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 59
31-45-25-02-00000.0600	\$ 621.15	1	15388 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 60
31-45-25-02-00000.0630	\$ 621.15	1	15370 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 42 LOT 63
31-45-25-02-00000.0640	\$ 621.15	1	15364 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 42 LOT 64
31-45-25-02-00000.0650	\$ 621.15	1	15358 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 42 LOT 65
31-45-25-02-00000.0660	\$ 621.15	1	15304 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 42 LOT 66
31-45-25-02-00000.0670	\$ 621.15	1	15296 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 42 LOT 67
31-45-25-02-00000.0680	\$ 621.15	1	15290 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 42 LOT 68
31-45-25-02-00000.0690	\$ 621.15	1	15284 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PF 42 PG 42 LOT 69

31-45-25-02-00000.0700	\$ 621.15	1	15278 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 70
31-45-25-02-00000.0740	\$ 621.15	1	15254 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 74
31-45-25-02-00000.0750	\$ 621.15	1	15244 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 75
31-45-25-02-00000.0760	\$ 621.15	1	15236 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 76
31-45-25-02-00000.0770	\$ 621.15	1	15230 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 77
31-45-25-02-00000.0780	\$ 621.15	1	15224 BRIARCREST CIR FORT MYERS, FL 33912	BRIARCREST S/D PB 42 PG 41 LOT 78
	\$ 27,946.60			

SA204 CHARLEE ROAD MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
06-43-23-00-00004.006B	\$ 810.78	1	17181 CHARLEE RD PUNTA GORDA, FL 33955	THE W226.28 FT OF S415 FT OF E565.71 FT OF W3394 FT OF N830 OF S1660 FT LESS R/W
06-43-23-00-00004.0070	\$ 2,045.53	1	17210 CHARLEE RD PUNTA GORDA, FL 33955	N 415 FT OF E 565 FT OF W 2828 FT OF N 830 FT OF S 1660 FT LESS R/W OR 3659/2469
06-43-23-00-00004.0090	\$ 2,011.97	1	17261 CHARLEE RD PUNTA GORDA, FL 33955	THE S 415 FT OF E 438.12 FT OF W 2132.84 FT OF N 830 FT OF S 1660 FT LESS N 30 FT DESC OR 3650/2221
06-43-23-00-00004.0100	\$ 1,026.32	1	17361 CHARLEE RD PUNTA GORDA, FL 33955	S 415 FT OF E 565.71 FT OF W1697.13 FT OF N830 FT OF S1660FT LESS E 1/2 LESS N 30 FT RD R/W OR 3705 PG 61
06-43-23-00-00004.0110	\$ 961.53	1	17071 CHARLEE RD PUNTA GORDA, FL 33955	A PAR AS DESC IN OR 1364 PG 448 LESS N 30 FT FOR RD R/W IN OR 3773 PG 1840
06-43-23-00-00004.0120	\$ 757.27	1	17041 CHARLEE RD PUNTA GORDA, FL 33955	PARL IN SE 1/4 DESC OR 1882 PG 3507 PARCEL C LESS N 30 FT AS D ESC IN OR 3729 PG 3721 RD R/W
06-43-23-00-00004.012A	\$ 661.93	1	17051 CHARLEE RD PUNTA GORDA, FL 33955	PARL IN SE 1/4 DESC OR 1455 PG 2246 LESS N 30 FT FOR RD R/W IN OR 3773 PG 1840
06-43-23-00-00004.012B	\$ 470.98	1	17021 CHARLEE RD PUNTA GORDA, FL 33955	FR SE COR TH N861 TH W66 TO POB TH W270 TH N385 TH E270 TH S385 TO POB LESS R/W AKA PT LOT 10 CHARLEE RANCHETTES
06-43-23-00-00004.0150	\$ 812.64	1	17111 CHARLEE RD PUNTA GORDA, FL 33955	LOT 12 CHAR-LEE RANCHETTES UNREC AS DESC OR2218/3090 LESS N 30 FT FOR RD R/W OR 4100 PG 889
	\$ 9,558.95			

SA329 CHERRY ESTATES PARKWAY ROAD IMP CIP MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
02-46-22-01-00005.5190	\$ 591.92	1	2960 HARPOON LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES IS V-A PB 38 PG 46 LOT 519
02-46-22-01-00005.5200	\$ 1,183.85	1	2961 HARPOON LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES IS V-A PB 38 PG 46 LOTS 520 + 522
02-46-22-01-00005.5210	\$ 591.92	1	2940 HARPOON LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES IS V-A PB 38 PG 46 LOT 521
02-46-22-01-00005.5250	\$ 591.92	1	2920 HARPOON LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES IS V-A PB 38 PG 46 LOT 525
02-46-22-23-00002.2080	\$ 591.92	1	2981 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 57 LOT 208
02-46-22-23-00002.2150	\$ 591.92	1	2950 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 57 LOT 215
02-46-22-23-00002.2160	\$ 591.92	1	2941 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 57 LOT 216
02-46-22-23-00002.2180	\$ 591.92	1	2931 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 57 LOT 218
02-46-22-23-00002.2190	\$ 591.92	1	2930 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 57 LOT 219
02-46-22-23-00002.2200	\$ 591.92	1	2921 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 57 LOT 220
02-46-22-23-00002.2210	\$ 591.92	1	2920 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 57 LOT 221
02-46-22-23-00002.2220	\$ 591.92	1	2911 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 57 LOT 222
02-46-22-23-00002.2230	\$ 591.92	1	2910 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 57 LOT 223 + PT 225
02-46-22-23-00002.2250	\$ 591.92	1	2900 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 57 LOT 225 LESS OR 1919/2881

02-46-22-23-00002.2260	\$ 591.92	1	2891 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 57 LOT 226
02-46-22-23-00002.2270	\$ 591.92	1	2890 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB29 PG57 LT 227 + E1/2 LT 229 CONTIGUOUS
02-46-22-23-00002.2280	\$ 591.92	1	2881 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 57 LOT 228 + W 1/2 LOT 229
02-46-22-23-00003.3130	\$ 591.92	1	2960 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 57 LOT 313
02-46-22-23-00003.3170	\$ 591.92	1	2940 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 57 LOT 317
02-46-22-23-00003.3240	\$ 591.92	1	2901 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 57 LOT 324 LESS OR 2138/4378
02-46-22-23-00003.3260	\$ 591.92	1	2889 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 57 LOT 326
02-46-22-23-00004.4130	\$ 591.92	1	2978 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 413
02-46-22-23-00004.4150	\$ 591.92	1	2960 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 415
02-46-22-23-00004.4180	\$ 591.92	1	2951 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 418
02-46-22-23-00004.4240	\$ 591.92	1	2921 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 424 + PT OF LOT 422
02-46-22-23-00004.4250	\$ 591.92	1	2910 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 425 + W 1/2 LT 423
02-46-22-23-00006.6200	\$ 591.92	1	2971 SKIPPER LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES SEC 1 THRU 9 ISLAND 6 PB29 PG 58 LOT 620
02-46-22-23-00006.6220	\$ 591.92	1	2961 SKIPPER LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES SEC 1 THRU 9 ISLAND 6 PB29 PG 58 LOT 622

02-46-22-23-00006.6230	\$ 591.92	1	2940 SKIPPER LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES SEC 1 THRU 9 ISLAND 6 PB29 PG 58 LOT 623 + E PT 625
02-46-22-23-00007.7210	\$ 591.92	1	2970 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 LOT 721
02-46-22-23-00007.7250	\$ 591.92	1	2940 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 PT 725 + PT 726 DESC OR 3239 PG 3080
02-46-22-23-00008.8120	\$ 591.92	1	2990 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 812
02-46-22-23-00008.8130	\$ 591.92	1	2970 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 813
02-46-22-23-00008.8140	\$ 591.92	1	2950 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 814
02-46-22-23-00008.8150	\$ 591.92	1	2951 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 815
02-46-22-23-00008.8160	\$ 591.92	1	2971 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 816
02-46-22-23-00008.8170	\$ 591.92	1	2991 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 817
34-45-22-23-00008.8310	\$ 591.92	1	3107 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 831
34-45-22-23-00008.8320	\$ 591.92	1	3115 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 832
34-45-22-23-00008.8330	\$ 591.92	1	3123 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 833
34-45-22-23-00008.8340	\$ 591.92	1	3131 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 834
34-45-22-23-00008.8350	\$ 591.92	1	3155 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 835
34-45-22-23-00008.8360	\$ 591.92	1	3170 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 836
34-45-22-23-00008.8370	\$ 591.92	1	3162 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 837
34-45-22-23-00009.9010	\$ 591.92	1	TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 901
34-45-22-23-00009.9020	\$ 591.92	1	3440 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 902

34-45-22-23-00009.9030	\$ 591.92	1	3434 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 903
34-45-22-23-00009.9040	\$ 591.92	1	3428 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 904
34-45-22-23-00009.9050	\$ 591.92	1	3422 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 905
34-45-22-23-00009.9060	\$ 591.92	1	3416 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 906
34-45-22-23-00009.9070	\$ 591.92	1	3410 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 907
34-45-22-23-00009.9080	\$ 591.92	1	3404 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 908
34-45-22-23-00009.9090	\$ 591.92	1	3398 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 909
34-45-22-23-00009.9100	\$ 591.92	1	3392 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 910
34-45-22-23-00009.9110	\$ 591.92	1	3386 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 911
34-45-22-23-00009.9120	\$ 591.92	1	3380 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 912
34-45-22-23-00009.9130	\$ 591.92	1	3374 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 913
34-45-22-23-00009.9140	\$ 591.92	1	3368 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 914
34-45-22-23-00009.9150	\$ 591.92	1	3362 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 915
34-45-22-23-00009.9160	\$ 591.92	1	3356 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 916

34-45-22-23-00009.9170	\$ 591.92	1	3350 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 917
34-45-22-23-00009.9180	\$ 591.92	1	3344 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 918
34-45-22-23-00009.9190	\$ 591.92	1	3338 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 919
34-45-22-23-00009.9200	\$ 591.92	1	3332 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 920
34-45-22-23-00009.9210	\$ 591.92	1	3326 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 921
34-45-22-23-00009.9220	\$ 591.92	1	3320 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 922
34-45-22-23-00009.9230	\$ 591.92	1	3214 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 923
34-45-22-23-00009.9240	\$ 591.92	1	3308 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 924
34-45-22-23-00009.9250	\$ 591.92	1	3302 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 925
34-45-22-23-00009.9260	\$ 591.92	1	3296 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 926
34-45-22-23-00009.9270	\$ 591.92	1	3290 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 927
34-45-22-23-00009.9280	\$ 591.92	1	3284 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 928
34-45-22-23-00009.9290	\$ 591.92	1	3278 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 929

34-45-22-23-00009.9300	\$ 591.92	1	3272 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 930
34-45-22-23-00009.9310	\$ 591.92	1	3266 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 931
34-45-22-23-00009.9320	\$ 591.92	1	3260 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 932
34-45-22-23-00009.9330	\$ 591.92	1	3254 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 933
34-45-22-23-00009.9340	\$ 591.92	1	3248 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 934
34-45-22-23-00009.9350	\$ 591.92	1	3242 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 935
34-45-22-23-00009.9360	\$ 591.92	1	3236 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 936
34-45-22-23-00009.9370	\$ 591.92	1	3230 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 937
34-45-22-23-00009.9380	\$ 591.92	1	3224 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 938
34-45-22-23-00009.9390	\$ 591.92	1	3218 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 939
34-45-22-23-00009.9400	\$ 591.92	1	3212 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 940

34-45-22-23-00009.9410	\$ 591.92	1	3206 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 941
34-45-22-23-00009.9420	\$ 591.92	1	3200 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 942
34-45-22-23-00009.9510	\$ 591.92	1	CORNER LOT SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 951
34-45-22-23-00009.9520	\$ 591.92	1	4068 MAST LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 952
34-45-22-23-00009.9530	\$ 591.92	1	4064 MAST LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 953
34-45-22-23-00009.9540	\$ 591.92	1	CORNER LOT SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 954
34-45-22-23-00009.9550	\$ 591.92	1	CORNER LOT SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 955
34-45-22-23-00009.9560	\$ 591.92	1	4065 FREEBOARD LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 956
34-45-22-23-00009.9570	\$ 591.92	1	4069 FREEBOARD LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 957
34-45-22-23-00009.9580	\$ 591.92	1	CORNER LOT SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 958
34-45-22-23-00009.9590	\$ 591.92	1	CORNER LOT SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 959
34-45-22-23-00009.9600	\$ 591.92	1	4068 FREEBOARD LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 960
34-45-22-23-00009.9610	\$ 591.92	1	4064 FREEBOARD LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 961
34-45-22-23-00009.9620	\$ 591.92	1	4060 FREEBOARD LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 962

34-45-22-23-00009.9630	\$ 591.92	1	CORNER LOT SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 963
34-45-22-23-00009.9640	\$ 591.92	1	CORNER LOT SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 964
34-45-22-23-00009.9650	\$ 591.92	1	3345 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 965
34-45-22-23-00009.9660	\$ 591.92	1	3343 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 966
34-45-22-23-00009.9670	\$ 591.92	1	3337 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 967
34-45-22-23-00009.9680	\$ 591.92	1	CORNER LOT SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 9 PB 29 PG 60 LOT 968
35-45-22-23-00002.2030	\$ 591.92	1	3034 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 57 LOT 203
35-45-22-23-00002.2050	\$ 591.92	1	3026 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 57 LOT 205
35-45-22-23-00002.2300	\$ 591.92	1	3810 CHERRY ESTATES PKWY SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 56 LOT 230
35-45-22-23-00002.2310	\$ 591.92	1	3044 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 56 LOT 231
35-45-22-23-00002.2320	\$ 591.92	1	3059 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 56 LOT 232
35-45-22-23-00002.2330	\$ 591.92	1	3050 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 56 LOT 233
35-45-22-23-00002.2350	\$ 591.92	1	3058 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 56 LOT 235
35-45-22-23-00002.2380	\$ 591.92	1	3083 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 56 LOT 238

35-45-22-23-00002.2390	\$ 591.92	1	3074 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 56 LOT 239
35-45-22-23-00002.2400	\$ 591.92	1	3091 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 2 PB 29 PG 56 LOT 240
35-45-22-23-00002.2410	\$ 591.92	1	3082 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 56 LOT 241
35-45-22-23-00002.2450	\$ 591.92	1	3098 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 56 LOT 245
35-45-22-23-00002.2470	\$ 443.94	1	3106 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 56 LOT 247
35-45-22-23-00002.2480	\$ 591.92	1	3121 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 56 LOT 248
35-45-22-23-00002.2500	\$ 591.92	1	3131 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 56 LOT 250
35-45-22-23-00002.2520	\$ 591.92	1	3140 BINNACLE LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 2 PB 29 PG 56 LOT 252
35-45-22-23-00003.3030	\$ 591.92	1	3024 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 57 LOT 303
35-45-22-23-00003.3060	\$ 591.92	1	3017 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 57 LOT 306
35-45-22-23-00003.3100	\$ 591.92	1	2981 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 57 LOT 310
35-45-22-23-00003.3270	\$ 591.92	1	3034 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 56 LOT 327
35-45-22-23-00003.3280	\$ 591.92	1	3035 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 56 LOT 328
35-45-22-23-00003.3290	\$ 591.92	1	3042 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 56 LOT 329

35-45-22-23-00003.3300	\$ 591.92	1	3051 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 56 LOTS 332
35-45-22-23-00003.3310	\$ 591.92	1	3050 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 56 LOT 331
35-45-22-23-00003.3330	\$ 591.92	1	3058 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 56 LOT 333
35-45-22-23-00003.3340	\$ 591.92	1	3059 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 56 LOT 334
35-45-22-23-00003.3350	\$ 591.92	1	3066 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 56 LOT 335
35-45-22-23-00003.3360	\$ 591.92	1	3073 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 56 LOT 336
35-45-22-23-00003.3380	\$ 591.92	1	3081 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 56 LOT 338
35-45-22-23-00003.3390	\$ 297.34	1	3082 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 56 LOT 339
35-45-22-23-00003.3400	\$ 591.92	1	3089 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 56 LOT 340
35-45-22-23-00003.3410	\$ 591.92	1	3090 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 56 LOT 341
35-45-22-23-00003.3420	\$ 591.92	1	3097 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB29/56 LOT 342 + PT LOT 344
35-45-22-23-00003.3440	\$ 591.92	1	3107 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29/56 PT OF LT 344 + 342 DESC OR2118/3322
35-45-22-23-00003.3470	\$ 591.92	1	3114 BOUNTY LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 3 PB 29 PG 56 LOT 347
35-45-22-23-00004.4020	\$ 591.92	1	3043 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 402

35-45-22-23-00004.4050	\$ 591.92	1	3026 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 405
35-45-22-23-00004.4080	\$ 591.92	1	3019 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 408
35-45-22-23-00004.4090	\$ 591.92	1	3002 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 409
35-45-22-23-00004.4100	\$ 591.92	1	3013 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 410
35-45-22-23-00004.4120	\$ 591.92	1	2999 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 412
35-45-22-23-00004.4140	\$ 1,183.85	1	2961 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOTS 414 + 416
35-45-22-23-00004.4260	\$ 591.92	1	3045 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 426
35-45-22-23-00004.4270	\$ 591.92	1	3044 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 427
35-45-22-23-00004.4280	\$ 591.92	1	3053 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 428
35-45-22-23-00004.4300	\$ 591.92	1	3061 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 430
35-45-22-23-00004.4320	\$ 591.92	1	3069 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 432
35-45-22-23-00004.4340	\$ 591.92	1	3077 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 434
35-45-22-23-00004.4350	\$ 591.92	1	3076 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 435
35-45-22-23-00004.4370	\$ 591.92	1	3084 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 437

35-45-22-23-00004.4380	\$ 591.92	1	3095 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 438 + PT LT 440 DESC OR 3263 PG 1511
35-45-22-23-00004.4390	\$ 591.92	1	3092 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 439
35-45-22-23-00004.4410	\$ 591.92	1	3100 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 PT OF LOTS 441 + 443
35-45-22-23-00004.4420	\$ 591.92	1	3115 BOWSPRIT LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 4 PB 29 PG 58 LOT 442
35-45-22-23-00005.5070	\$ 591.92	1	3028 HARPOON LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 5 PB 29 PG 58 LOT 507
35-45-22-23-00005.5100	\$ 591.92	1	3021 HARPOON LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 5 PB 29 PG 58 LOT 510 + N 1/2 OF LOT 512
35-45-22-23-00005.5110	\$ 591.92	1	3012 HARPOON LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 5 PB 29 PG 58 LOT 511
35-45-22-23-00005.5150	\$ 591.92	1	2996 HARPOON LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 5 PB 29 PG 58 LOT 515
35-45-22-23-00005.5160	\$ 1,183.85	1	2997 HARPOON LN SAINT JAMES CITY, FL 33956	CHERRY ESTS ISLAND 5 + 5A PB 29 PG 58 LOTS 516 + 518
35-45-22-23-00005.5290	\$ 591.92	1	3062 HARPOON LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 5 PB 29 PG 58 LOT 529
35-45-22-23-00005.5310	\$ 591.92	1	3070 HARPOON LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 5 PB 29 PG 58 LOT 531
35-45-22-23-00005.5330	\$ 591.92	1	3078 HARPOON LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 5 PB 29 PG 58 LOT 533
35-45-22-23-00005.5370	\$ 591.92	1	3094 HARPOON LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 5 PB 29 PG 58 LOT 537
35-45-22-23-00006.6010	\$ 591.92	1	3062 SKIPPER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 6 PB 29 PG 58 LOT 601

35-45-22-23-00006.6040	\$ 591.92	1	3055 SKIPPER LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES SEC 1 THRU 9 ISLAND 6 PB 29 PG 58 LOT 604
35-45-22-23-00006.6070	\$ 591.92	1	3038 SKIPPER LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES SEC 1 THRU 9 ISLAND 6 PB 29 PG 58 LOT 607
35-45-22-23-00006.6100	\$ 591.92	1	3031 SKIPPER LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES SEC 1 THRU 9 ISLAND 6 PB 29 PG 58 LOT 610
35-45-22-23-00006.6110	\$ 591.92	1	3022 SKIPPER LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES SEC 1 THRU 9 ISLAND 6 PB 29 PG 58 LOT 611
35-45-22-23-00006.6120	\$ 443.94	1	3023 SKIPPER LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES SEC 1 THRU 9 ISLAND 6 PB 29 PG 58 LOT 612
35-45-22-23-00006.6130	\$ 591.92	1	3014 SKIPPER LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES SEC 1 THRU 9 ISLAND 6 PB 29 PG 58 LOT 613
35-45-22-23-00006.6160	\$ 591.92	1	3007 SKIPPER LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES SEC 1 THRU 9 ISLAND 6 PB 29 PG 58 LOT 616
35-45-22-23-00006.6180	\$ 591.92	1	2991 SKIPPER LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES SEC 1 THRU 9 ISLAND 6 PB 29 PG 58 LOT 618
35-45-22-23-00006.6260	\$ 591.92	1	3065 SKIPPER LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES SEC 1 THRU 9 ISLAND 6 PB 29 PG 58 LOT 626
35-45-22-23-00006.6280	\$ 591.92	1	3073 SKIPPER LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES SEC 1 THRU 9 ISLAND 6 PB 29 PG 58 LOT 628
35-45-22-23-00006.6290	\$ 591.92	1	3072 SKIPPER LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES SEC 1 THRU 9 ISLAND 6 PB 29 PG 58 LOT 629
35-45-22-23-00006.6300	\$ 591.92	1	3081 SKIPPER LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES SEC 1 THRU 9 ISLAND 6 PB 29 PG 58 LOT 630
35-45-22-23-00006.6310	\$ 591.92	1	3080 SKIPPER LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES SEC 1 THRU 9 ISLAND 6 PB 29 PG 58 LOT 631
35-45-22-23-00006.6320	\$ 591.92	1	3089 SKIPPER LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES SEC 1 THRU 9 ISLAND 6 PB 29 PG 58 LOT 632

35-45-22-23-00006.6380	\$ 591.92	1	3113 SKIPPER LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES SEC 1 THRU 9 ISLAND 6 PB 29 PG 58 LOT 638
35-45-22-23-00007.7020	\$ 591.92	1	3073 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 LOT 702
35-45-22-23-00007.7050	\$ 591.92	1	3056 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 LOT 705
35-45-22-23-00007.7070	\$ 591.92	1	3048 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 LOT 707
35-45-22-23-00007.7080	\$ 591.92	1	3049 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 LOT 708
35-45-22-23-00007.7100	\$ 591.92	1	3041 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 LOT 710
35-45-22-23-00007.7110	\$ 591.92	1	3032 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 LOT 711
35-45-22-23-00007.7130	\$ 591.92	1	3024 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 LOT 713
35-45-22-23-00007.7140	\$ 591.92	1	3025 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 LOT 714
35-45-22-23-00007.7170	\$ 591.92	1	3008 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 LOT 717
35-45-22-23-00007.7180	\$ 591.92	1	3009 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 LOT 718
35-45-22-23-00007.7190	\$ 591.92	1	2990 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 LOT 719
35-45-22-23-00007.7270	\$ 591.92	1	3074 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 LOT 727
35-45-22-23-00007.7290	\$ 591.92	1	3082 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 LOT 729
35-45-22-23-00007.7300	\$ 591.92	1	3083 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 LOT 730 + S 1/2 LOT 732
35-45-22-23-00007.7330	\$ 591.92	1	3098 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 LOT 733
35-45-22-23-00007.7350	\$ 591.92	1	3106 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 LOT 735 + PT OF LOT 737 + LESS PT OF LOT 735 DESC IN INST 2006-26525
35-45-22-23-00007.7390	\$ 591.92	1	3122 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 LOT 739 + POR LOT 741 DESC IN OR 3728/2977

35-45-22-23-00007.7400	\$ 591.92	1	3123 SLOOP LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 7 PB 29 PG 59 LOT 740 + POR LOT 742 DESC IN OR 3732/1094
35-45-22-23-00008.8010	\$ 591.92	1	3082 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SECT 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 801
35-45-22-23-00008.8020	\$ 591.92	1	3074 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 802
35-45-22-23-00008.8030	\$ 591.92	1	3066 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 803
35-45-22-23-00008.8040	\$ 591.92	1	3058 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 804
35-45-22-23-00008.8050	\$ 591.92	1	3050 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 805
35-45-22-23-00008.8060	\$ 591.92	1	3042 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 806
35-45-22-23-00008.8070	\$ 591.92	1	3034 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 807
35-45-22-23-00008.8080	\$ 591.92	1	3026 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 808
35-45-22-23-00008.8090	\$ 591.92	1	3018 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 809
35-45-22-23-00008.8100	\$ 591.92	1	3010 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 810
35-45-22-23-00008.8110	\$ 591.92	1	3004 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 811
35-45-22-23-00008.8180	\$ 591.92	1	3005 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 818
35-45-22-23-00008.8190	\$ 591.92	1	3011 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 819
35-45-22-23-00008.8200	\$ 591.92	1	3019 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 820
35-45-22-23-00008.8210	\$ 591.92	1	3027 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 821
35-45-22-23-00008.8220	\$ 591.92	1	3035 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 822
35-45-22-23-00008.8230	\$ 591.92	1	3043 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 823
35-45-22-23-00008.8240	\$ 591.92	1	3051 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 824

35-45-22-23-00008.8250	\$ 591.92	1	3059 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 825
35-45-22-23-00008.8260	\$ 591.92	1	3067 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 826
35-45-22-23-00008.8270	\$ 591.92	1	3075 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 827
35-45-22-23-00008.8280	\$ 591.92	1	3083 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 828
35-45-22-23-00008.8290	\$ 591.92	1	3091 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 829
35-45-22-23-00008.8300	\$ 591.92	1	3099 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 830
35-45-22-23-00008.8380	\$ 591.92	1	3158 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 838
35-45-22-23-00008.8390	\$ 591.92	1	3146 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 839
35-45-22-23-00008.8400	\$ 591.92	1	3138 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 840
35-45-22-23-00008.8410	\$ 591.92	1	3130 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 841
35-45-22-23-00008.8420	\$ 591.92	1	3122 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 842
35-45-22-23-00008.8430	\$ 591.92	1	3114 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 843
35-45-22-23-00008.8440	\$ 591.92	1	3106 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 844
35-45-22-23-00008.8450	\$ 591.92	1	3098 TRAWLER LN SAINT JAMES CITY, FL 33956	CHERRY ESTS SEC 1 THRU 9 ISLAND 8 PB 29 PG 59 LOT 845
35-45-22-25-00005.5380	\$ 591.92	1	3103 HARPOON LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES IS V-B PB 38 PG 46 LOT 538
35-45-22-25-00005.5390	\$ 591.92	1	3096 HARPOON LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES IS V-B PB 38 PG 46 LOT 539
35-45-22-25-00005.5400	\$ 591.92	1	3111 HARPOON LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES IS V-B PB 38 PG 46 LOT 540
35-45-22-25-00005.5410	\$ 591.92	1	3110 HARPOON LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES IS V-B PB 38 PG 46 LOT 541

35-45-22-25-00005.5420	\$ 591.92	1	3119 HARPOON LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES IS V-B PB 38 PG 46 LOT 542
35-45-22-25-00005.5440	\$ 591.92	1	3125 HARPOON LN SAINT JAMES CITY, FL 33956	CHERRY ESTATES IS V-B PB 38 PG 46 LOT 544
	\$ 142,654.13			

This project will no longer be on the tax roll. Last year on tax year is 2014.



Lee County Property Appraiser

SA146 CORALEE AVENUE WATERLINE MSBU

STRAP	DOR Code	SA Units	CEUnits	Frontage	Depth	Unit Of Measure
34-46-25-E1-03000.0050	01	0		0	0	AC
34-46-25-E1-03000.0060	01	0	0	0	0	AC
34-46-25-E1-03000.0070	00	0	0	0	0	AC
34-46-25-E1-03000.0080	01	0		0	0	AC
34-46-25-E1-03000.009A	01	0	0	0	0	AC
34-46-25-E1-03000.009B	01	0		0	0	AC
34-46-25-E1-03000.009C	00	0	0	0	0	AC
34-46-25-E1-03000.009D	00	0	0	0	0	AC
34-46-25-E2-03000.000A	S.			0	0	LT
34-46-25-E2-03000.0020	01	0		0	0	AC
34-46-25-E2-03000.0030	01	0		0	0	AC
34-46-25-E2-03000.0040	00	0		0	0	AC
34-46-25-E2-03000.009E	01	0		0	0	AC
34-46-25-E2-03000.009F	01	0		0	0	AC
34-46-25-E2-03000.009G	01	0		0	0	AC
		1525.23	0			

Nanci L. Erp, C.F.E. • Administrator

Phone: (239) 533-6136 • Fax: (239) 533-6289 • eMail: ErpN@LeePA.org

Number of Units	Rate	Status	Owner	Site
1	1 P		TEATER CHARLES L + KARLA J	9489 CORALEE AVE
1	1		MORGAN STEPHEN J	9479 CORALEE AVE
1	1		MASTERSON GARY J TR	9469 CORALEE AVE
0.99	1		CAIN WILLIAM SCOTT + RHONDA J	9459 CORALEE AVE
1.09	1		MCALISTER JOHN E SR + GENOVEVA	9460 CORALEE AVE
1.1	1		SLOAT STEVEN C + LAURIE ANN	9470 CORALEE AVE
1.09	1		LEWIS JEFFREY E+ CYNTHIA W TR	9480 CORALEE AVE
1.09	1		PHILLIPS SIMONE	9490 CORALEE AVE
1	1 H		RIVER RANCH ESTATES	HDR: RVER RANCH E
1.41	1 P		LOPEZ CLAUDIO +	9519 CORALEE AVE
1	1 P		DISABATO VINCENT J + LINDA P	9509 CORALEE AVE
1	1 P		TADSEN ERK K + INGEBORG	9499 CORALEE AVE
1.09	1		GUSTAFSON ROBERT A	9500 CORALEE AVE
1.09	1 P		TAYLOR LORI JO TR +	9510 CORALEE AVE
1.09	1 P		LITTLE BERNICE TR	9520 CORALEE AVE

Report Date : 5/29/2015

Record Count : 15

Address	Legal Description	Just	Assessed
	RIVER RANCH ESTATES RR 30 PG 60	\$428,207.00	\$428,207.00
	RIVER RANCH ESTATES RR 30 PG 60	\$525,004.00	\$339,929.00
	RIVER RANCH ESTATES RR 30 PG 60	\$48,000.00	\$48,000.00
	RIVER RANCH ESTATES RR 30 PG 60	\$194,696.00	\$174,287.00
	RIVER RANCH ESTATES RR 30 PG 60	\$200,901.00	\$164,170.00
	RIVER RANCH EST PB 30 PG 60 PT 0 5 167 5 FT OF	\$350,194.00	\$187,464.00
	RIVER RANCH EST PB 30 PG 60 PT 0 5 167 5 FT OF	\$52,320.00	\$52,320.00
	RIVER RANCH EST RR 30 PG 60	\$52,320.00	\$52,320.00
STATES	RIVER RANCH EST A SUBD OF A PT OF SECT 34 T 16 R	\$0.00	\$0.00
	RIVER RANCH ESTATES RR 30 PG 60	\$253,902.00	\$215,230.00
	RIVER RANCH ESTATES RR 30 PG 60	\$151,702.00	\$119,375.00
	RIVER RANCH ESTATES RR 30 PG 60	\$48,000.00	\$48,000.00
	RIVER RANCH EST RR 30 PG 60	\$315,817.00	\$315,817.00
	RIVER RANCH EST RR 30 PG 60 W 100 00 FT OF	\$246,796.00	\$224,717.00
	RIVER RANCH EST RR 30 PG 60 PT 0 5	\$204,105.00	\$160,705.00

Taxable	Folio	SA ID
\$378,207	10275809	146
\$289,929	10275810	146
\$48,000	10275811	146
\$124,287	10275812	146
\$114,170	10275813	146
\$137,464	10275814	146
\$52,320	10275815	146
\$52,320	10275816	146
\$0	10275804	146
\$165,230	10275806	146
\$69,375	10275807	146
\$48,000	10275808	146
\$315,817	10275817	146
\$174,717	10275818	146
\$110,205	10275819	146

SA199 COTTAGE POINT WATERLINE MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
02-46-23-01-0000H.0010	\$ 261.69	1	13020 POINT BREEZE DR FORT MYERS, FL 33908	COTTAGE POINT BLK H PB 9 PG 133 WEST 100 FT OF LOT 1 DESC OR 3108 PG 2060
02-46-23-01-0000H.0030	\$ 261.69	1	13021 POINT BREEZE DR FORT MYERS, FL 33908	COTTAGE POINT BLK H PB 9 PG 133 W 100 FT LOT 3 DESC OR 2885/2454 LESS E 50 FT OF W 100 FT LOT 3 AKA LOT 86
02-46-23-02-0000G.0060	\$ 261.82	1	16841 WINDCREST DR FORT MYERS, FL 33908	COTTAGE POINT UNREC. BLK.G DB 259 PG 224 LOT 6
02-46-23-02-0000G.0070	\$ 261.82	1	16849 WINDCREST DR FORT MYERS, FL 33908	COTTAGE POINT UNREC BLK G DB 259 PG 224 LOT 7
02-46-23-02-0000G.0080	\$ 39.76	1	16857 WINDCREST DR FORT MYERS, FL 33908	COTTAGE POINT UNREC BLK G DB 259/224 LOT 8
02-46-23-02-0000G.0110	\$ 261.82	1	16881 WINDCREST DR FORT MYERS, FL 33908	COTTAGE POINT UNREC BLK G DB 259/224 LOT 11
02-46-23-02-0000G.0120	\$ 261.82	1	16889 WINDCREST DR FORT MYERS, FL 33908	COTTAGE POINT UNREC BLK G DB 259 PG 224 LOT 12
02-46-23-02-0000G.0150	\$ 261.82	1	16913 WINDCREST DR FORT MYERS, FL 33908	COTTAGE POINT UNREC. BLK.G DB 259 PG 224 LOT 15
02-46-23-02-0000G.0160	\$ 261.82	1	16921 WINDCREST DR FORT MYERS, FL 33908	COTTAGE POINT UNREC BLK G DB 259/224 LOT 16
02-46-23-02-0000G.0170	\$ 261.82	1	16929 WINDCREST DR FORT MYERS, FL 33908	COTTAGE POINT UNREC BLK G DB 259 PG 224 LOT 17
02-46-23-02-0000G.0180	\$ 261.82	1	16937 WINDCREST DR FORT MYERS, FL 33908	COTTAGE POINT UNREC. BLK G DB 259/224 LOT 18

02-46-23-02-0000G.0190	\$ 261.82	1	16945 WINDCREST DR FORT MYERS, FL 33908	COTTAGE POINT UNREC BLK G DB 259 PG 224 LOT 19
02-46-23-02-0000G.0200	\$ 261.82	1	16953 WINDCREST DR FORT MYERS, FL 33908	COTTAGE POINT UNREC. BLK G DB 259/224 LOTS 20 + 21
02-46-23-02-0000G.0230	\$ 261.82	1	13040 POINT BREEZE DR FORT MYERS, FL 33908	COTTAGE POINT UNREC. BLK G DB 259 PG 224 LOT 23
02-46-23-02-0000G.0240	\$ 261.82	1	13090 POINT BREEZE DR FORT MYERS, FL 33908	COTTAGE POINT UNREC. BLK G DB 259/224 LOT 24
02-46-23-02-0000G.0250	\$ 261.82	1	13100 POINT BREEZE DR FORT MYERS, FL 33908	COTTAGE POINT UNREC. BLK.G DB 259 PG 224 LOT 25
02-46-23-02-0000G.0260	\$ 261.82	1	13110 POINT BREEZE DR FORT MYERS, FL 33908	COTTAGE POINT UNREC. BLK G DB 259 PG 224 LOT 26
02-46-23-02-0000G.0300	\$ 261.82	1	13150/152 POINT BREEZE DR FORT MYERS, FL 33908	COTTAGE POINT UNREC. BLK G DB 259/224 LOT 30
02-46-23-02-0000G.0330	\$ 261.82	1	13180 POINT BREEZE DR FORT MYERS, FL 33908	COTTAGE POINT UNREC BLK G DB 259/224 LOT 33
02-46-23-02-0000G.0350	\$ 261.82	1	13200 POINT BREEZE DR FORT MYERS, FL 33908	COTTAGE POINT UNREC. BLK G PB 9 PG 133 LOT 35
02-46-23-02-0000G.0390	\$ 261.82	1	13141 CAJUPUT DR FORT MYERS, FL 33908	COTTAGE POINT UNREC BLK G DB 259 PG 224 LOT 39
02-46-23-02-0000G.0400	\$ 261.82	1	13131 CAJUPUT DR FORT MYERS, FL 33908	COTTAGE POINT UNREC. BLK G DB 259/224 LOT 40
02-46-23-02-0000G.0410	\$ 261.82	1	13121 CAJUPUT DR FORT MYERS, FL 33908	COTTAGE POINT UNREC BLK G DB 259 PG 224 LOT 41
02-46-23-02-0000G.0420	\$ 261.82	1	13111 CAJUPUT DR FORT MYERS, FL 33908	COTTAGE POINT UNREC BLK G DB259 PG 224 LOTS 42 + 43
02-46-23-02-0000G.0450	\$ 261.60	1	16896 WINDCREST DR FORT MYERS, FL 33908	COTTAGE POINT UNREC BLK G DB 259 PG 224 LOT 45

02-46-23-02-0000G.0670	\$ 261.82	1	13201 POINT BREEZE DR FORT MYERS, FL 33908	COTTAGE POINT UNREC. BLK G DB 259/224 LOT 67
02-46-23-02-0000G.0680	\$ 261.82	1	13191 POINT BREEZE DR FORT MYERS, FL 33908	COTTAGE POINT UNREC BLK G DB 259 PG 224 LOT 68
02-46-23-02-0000G.0690	\$ 261.82	1	13181 POINT BREEZE DR FORT MYERS, FL 33908	COTTAGE POINT UNREC. BLK.G DB 259 PG 224 LOT 69
02-46-23-02-0000G.0730	\$ 261.82	1	13141 POINT BREEZE DR FORT MYERS, FL 33908	COTTAGE POINT UNREC. BLK.G DB 259 PG 224 LOT 73
02-46-23-02-0000G.0770	\$ 259.76	1	13101 POINT BREEZE DR FORT MYERS, FL 33908	COTTAGE POINT UNREC. BLK G DB 259 PG 224 LOT 77
02-46-23-02-0000G.0790	\$ 261.65	1	13081 POINT BREEZE DR FORT MYERS, FL 33908	COTTAGE POINT UNREC. BLK.G DB 259 PG 224 LOT 79
02-46-23-02-0000G.0820	\$ 261.82	1	13051 POINT BREEZE DR FORT MYERS, FL 33908	COTTAGE POINT UNREC. BLK.G DB 259 PG 224 LOT 82
	\$ 8,153.47			

SA200 COUNTRY TRIPLE CROWN CT WATERLINE MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
32-45-25-00-00002.003B	\$ 593.26	1	15631 BRIAR PATCH LN FORT MYERS, FL 33912	THE N 660 FT OF S 2475 FT OF E 1/2 OF E 1/2 OF W 1/2 OF E 1/2 OF SE 1/4 OF SEC
32-45-25-00-00002.003E	\$ 593.26	1	15650 TRIPLE CROWN CT FORT MYERS, FL 33912	FE NE COR LT 17 BR DWNS BEING POB W300.41FT N 209.77FT OR 2745/1084
32-45-25-00-00002.005B	\$ 593.26	1	7700 BRIARCLIFF RD FORT MYERS, FL 33912	PARL IN S1/2 OF NE1/4 OF NW1/4 OF SE1/4 DESC AS PARL D IN OR2386/2783
32-45-25-01-00000.0020	\$ 593.26	1	15601 TRIPLE CROWN CT FORT MYERS, FL 33912	BRIARCLIFF DOWNS PB 30 PG 28 LOT 2
32-45-25-01-00000.0090	\$ 593.26	1	15967 TRIPLE CROWN CT FORT MYERS, FL 33912	BRIARCLIFF DOWNS PB 30 PG 28 LOT 9
32-45-25-01-00000.0100	\$ 593.26	1	15971 TRIPLE CROWN CT FORT MYERS, FL 33912	BRIARCLIFF DOWNS PB 30 PG 28 LOT 10
32-45-25-01-00000.0140	\$ 593.26	1	15830 TRIPLE CROWN CT FORT MYERS, FL 33912	BRIARCLIFF DOWNS PB 30 PG 28 LOT 14
32-45-25-01-00000.0160	\$ 593.26	1	15730 TRIPLE CROWN CT FORT MYERS, FL 33912	BRIARCLIFF DOWNS PB 30 PG 28 LOT 16
32-45-25-01-00000.0170	\$ 593.26	1	15680 TRIPLE CROWN CT FORT MYERS, FL 33912	BRIARCLIFF DOWNS PB 30 PG 28 LOT 17
32-45-25-02-00000.0020	\$ 593.26	1	15731 COUNTRY CT FORT MYERS, FL 33912	COUNTRYSIDE ESTATES PB 30 PG 88 LOT 2
32-45-25-02-00000.0040	\$ 593.26	1	15791 COUNTRY CT FORT MYERS, FL 33912	COUNTRYSIDE ESTATES PB 30 PG 89 LOT 4
32-45-25-02-00000.0050	\$ 593.26	1	15821 COUNTRY CT FORT MYERS, FL 33912	COUNTRYSIDE ESTATES PB 30 PG 89 LOT 5
32-45-25-02-00000.0090	\$ 593.26	1	15981 COUNTRY CT FORT MYERS, FL 33912	COUNTRYSIDE ESTATES PB 30 PG 89 LOT 9

32-45-25-02-00000.0100	\$ 593.26	1	15990 COUNTRY CT FORT MYERS, FL 33912	COUNTRYSIDE ESTATES PB 30 PG 89 LOT 10
32-45-25-02-00000.0110	\$ 593.26	1	15970 COUNTRY CT FORT MYERS, FL 33912	COUNTRYSIDE ESTATES PB 30 PG 89 LOT 11
32-45-25-02-00000.0140	\$ 593.26	1	15880 COUNTRY CT FORT MYERS, FL 33912	COUNTRYSIDE ESTATES PB 30 PG 89 LOT 14 + PT TRACT A DESC IN OR 1767 PG 0659
32-45-25-02-00000.0180	\$ 593.26	1	15900 SHADOW RUN CT FORT MYERS, FL 33912	COUNTRYSIDE ESTATES PB 30 PG 88 LOT 18
32-45-25-02-00000.0230	\$ 593.26	1	15909 SHADOW RUN CT FORT MYERS, FL 33912	COUNTRYSIDE ESTATES PB 30 PG 89 LOT 23
32-45-25-02-00000.0240	\$ 593.26	1	15780 COUNTRY CT FORT MYERS, FL 33912	COUNTRYSIDE ESTATES PB 30 PG 89 LOT 24
32-45-25-14-00000.0010	\$ 593.26	1	15400 OLD PINE CT FORT MYERS, FL 33912	HIDDEN PINES DESC IN PB 83 PGS 32-33 LOT 1
32-45-25-14-00000.0150	\$ 593.26	1	15399 OLD PINE CT FORT MYERS, FL 33912	HIDDEN PINES DESC IN PB 83 PGS 32-33 LOT 15
	\$ 12,458.46			

SA147 DIPLOMAT PARKWAY MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
04-44-24-C1-00001.0000	\$ 5,231.37	1	1209 DIPLOMAT PKWY E CAPE CORAL, FL	PAR LOC IN MULTI SEC DESC IN OR 4709 PG 1827
33-43-24-C1-00001.0000	\$ 17,720.81	1	CORBETT RD CAPE CORAL, FL 33909	PARL IN NW1/4 W OF CORBETT RD LESS N 958.53 FT + LESS PARL 1.001
33-43-24-C4-00014.0000	\$ 33,789.45	1	CORBETT RD CAPE CORAL, FL 33909	SW 1/4 SEC LYING W OF CORBETT RD + N OF DIPLOMAT LESS ROW OR 2840/2685 LESS POR DESC IN INST #2006-352361
	\$ 56,741.63			

SA284 EMILY LANE WATER & SEWER MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
19-46-24-37-00000.0030	\$ 705.74	1	4 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 3 + 4
19-46-24-37-00000.0050	\$ 705.74	1	5 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 5
19-46-24-37-00000.0060	\$ 705.74	1	6 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 6
19-46-24-37-00000.0070	\$ 705.74	1	7 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 7
19-46-24-37-00000.0090	\$ 705.74	1	9 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 9
19-46-24-37-00000.0100	\$ 705.74	1	10 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 10
19-46-24-37-00000.0110	\$ 529.30	1	11 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 11
19-46-24-37-00000.0120	\$ 705.74	1	12 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 12
19-46-24-37-00000.0130	\$ 705.74	1	13 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 13
19-46-24-37-00000.0140	\$ 705.74	1	14 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 14
19-46-24-37-00000.0150	\$ 705.74	1	15 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 15
19-46-24-37-00000.0160	\$ 705.74	1	16 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 16

19-46-24-37-00000.0170	\$ 705.74	1	17 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 17
19-46-24-37-00000.0180	\$ 705.74	1	18 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 18
19-46-24-37-00000.0190	\$ 529.30	1	19 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 19
19-46-24-37-00000.0200	\$ 705.74	1	20 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 20
19-46-24-37-00000.0240	\$ 705.74	1	24 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 24
19-46-24-37-00000.0260	\$ 529.30	1	26 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 26
19-46-24-37-00000.0270	\$ 705.74	1	27 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 27
19-46-24-37-00000.0280	\$ 705.74	1	28 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 28
19-46-24-37-00000.0310	\$ 705.74	1	31 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 31
19-46-24-37-00000.0320	\$ 705.74	1	32 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 32
19-46-24-37-00000.0330	\$ 705.74	1	33 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 33
19-46-24-37-00000.0340	\$ 705.74	1	34 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 34

19-46-24-37-00000.0350	\$ 705.74	1	35 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 35
19-46-24-37-00000.0360	\$ 705.74	1	36 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 36
19-46-24-37-00000.0400	\$ 705.74	1	40 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LAND CONDO OR 1724 PG 1128 UNIT 40
19-46-24-37-00000.0410	\$ 705.74	1	41 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 41
19-46-24-37-00000.0430	\$ 705.74	1	43 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 43
19-46-24-37-00000.0440	\$ 705.74	1	44 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 44
19-46-24-37-00000.0450	\$ 705.74	1	45 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE COND OR 1724 PG 1128 UNIT 45
19-46-24-37-00000.0460	\$ 705.74	1	46 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 46
19-46-24-37-00000.0470	\$ 705.74	1	47 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 47
19-46-24-37-00000.0500	\$ 705.74	1	50 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 50
19-46-24-37-00000.0510	\$ 705.74	1	51 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 51
19-46-24-37-00000.0530	\$ 705.74	1	53 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 53

19-46-24-37-00000.0550	\$ 705.74	1	55 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 55
19-46-24-37-00000.0580	\$ 705.74	1	58 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 58
19-46-24-37-00000.0590	\$ 705.74	1	59 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 59
19-46-24-37-00000.0600	\$ 705.74	1	60 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 60
19-46-24-37-00000.0620	\$ 361.80	1	62 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 62
19-46-24-37-00000.0640	\$ 705.74	1	64 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 64
19-46-24-37-00000.0660	\$ 529.30	1	66 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 66
19-46-24-37-00000.0670	\$ 705.74	1	67 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 67
19-46-24-37-00000.0680	\$ 705.74	1	68 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 68
19-46-24-37-00000.0690	\$ 705.74	1	69 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 69
19-46-24-37-00000.0700	\$ 705.74	1	70 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 70
19-46-24-37-00000.0720	\$ 705.74	1	72 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 72

19-46-24-37-00000.0740	\$ 705.74	1	74 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 74
19-46-24-37-00000.0780	\$ 705.74	1	78 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 78
19-46-24-37-00000.0810	\$ 705.74	1	81 EMILY LN FORT MYERS BEACH, FL 33931	EMILY LANE CONDO OR 1724 PG 1128 UNIT 81
	\$ 34,943.04			

SA244 HARBOR DRIVE RD MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
04-44-22-00-00001.0000	\$ 690.69	1	ACCESS UNDETERMINED BOKEELIA, FL	GOVT LT5 + NE1/4 SW1/4 + N1/2 SE1/4 SW1/4 + SW1/4 SE1/4 SW1/4
04-44-22-00-00002.0000	\$ 5,065.02	1	ACCESS UNDETERMINED BOKEELIA, FL	GOVT LOTS 2 3 4 + NW1/4 OF SW 1/4 + E 1/2 OF SW 1/4 OF SW 1/4 OR 1885/2087
04-44-22-00-00002.0010	\$ 395.53	1	ACCESS UNDETERMINED BOKEELIA, FL	NW 1/4 OF SW 1/4 OF SW 1/4 SEC 4
04-44-22-00-00005.0000	\$ 574.88	1	ACCESS UNDETERMINED BOKEELIA, FL	SE 1/4 OF SE 1/4 OF SW 1/4
04-44-22-00-00006.0000	\$ 451.56	1	ACCESS UNDETERMINED BOKEELIA, FL	SW 1/4 OF SW 1/4 OF SW 1/4
05-44-22-01-00001.0010	\$ 756.46	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 1 PB 5 PG 21 LOTS 1 + 4
05-44-22-01-00001.0020	\$ 147.89	1	6180 SNAPROLL LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 1 PB 5 PG 21 N1/2 LOT 2
05-44-22-01-00001.002A	\$ 210.30	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 1 PB 5 PG 21 LOT PT 2
05-44-22-01-00001.0030	\$ 222.36	1	6160 SNAPROLL LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 1 PB 5 PG 21 LOT 3 LES .003A + 003B
05-44-22-01-00001.003A	\$ 111.26	1	6140 SNAPROLL LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 1 PB 5 PG 21 LOT 3 E 1/2 OF S 1/2
05-44-22-01-00001.003B	\$ 113.69	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 1 PB 5 PG 21 LOT 3 W 1/2 OF S 1/2
05-44-22-01-00002.0010	\$ 131.61	1	6181 SNAPROLL LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 2 PB 5 PG 21 LOT PT 1
05-44-22-01-00002.001A	\$ 1,005.59	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 2 PB 5 PG 21 LOTS PT 1 + 2
05-44-22-01-00002.0030	\$ 1,570.20	1	14870 HARBOR DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 2 PB 5 PG 21 LOTS PT 3 + 4

05-44-22-01-00002.003A	\$ 200.09	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 2 PB 5 PG 21 S 1/2 LOT 4
05-44-22-01-00002.0040	\$ 1,425.01	1	14720 HARBOR DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 2 PB 5 PG 21 S1/2 LT 3
05-44-22-01-00003.001C	\$ 674.99	1	14901 HARBOR DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 3 PB 5 PG 21 S1/2 OF S1/2 OF LOT 1 LESS ROW DESC IN OR 4732/2224
05-44-22-01-00003.001D	\$ 34.76	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 3 PB 5 PG 21 LOT PT 1
05-44-22-01-00003.001E	\$ 34.75	1	14985 HARBOR DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 3 PB 5 PG 21 W 132 FT OF N 1/2 LOT 1
05-44-22-01-00003.0020	\$ 109.23	1	6710 EAGLES LANDING BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 3 PB 5 PG 21 S 1/2 OF S 1/2 LOT 2
05-44-22-01-00003.002B	\$ 35.27	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 3 PB 5 PG 21 LOT PT 2
05-44-22-01-00003.0030	\$ 156.55	1	6781 EAGLES LANDING BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 3 PB 5 PG 21 N 1/2 LOT 3
05-44-22-01-00003.003A	\$ 1,409.55	1	6500 SNAPROLL LN BOKEELIA, FL 33922	KREAMERS AVOCADO S/D PB5/ 21 BLK3 S1/2 LTS 3+4 + VAC R/W DESC OR 1458/539-42 LESS R/W OR 4732/2223
05-44-22-01-00003.0040	\$ 1,495.17	1	14847 HARBOR DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 3 PB 5 PG 21 N 1/2 LOT 4 LESS ROW DESC IN OR 4732 PG 2224
05-44-22-01-00013.0010	\$ 2,945.91	1	14695 HARBOR DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 13 PB 5 PG 21 LOT 1 LESS ROW OR 4732/2222
05-44-22-01-00013.0020	\$ 863.39	1	CORNER LOT BOKEELIA, FL 33922	KREAMERS AVOCADO SUB BLK 13 PB 5 PG 21 LOTS 2 + 3
05-44-22-01-00013.0040	\$ 2,474.99	1	14595 HARBOR DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 13 PB 5 PG 21 LOT 4 LESS ELY 8 FT DESC OR 3533 PG 1785 LESS ROW OR 4732/2221
05-44-22-01-00014.0010	\$ 360.14	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK.14 PB 5 PG 21 LOT 1

05-44-22-01-00014.0020	\$ 2,524.81	1	14690 HARBOR DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 14 PB 5 PG 21 LOT 2
05-44-22-01-00014.0040	\$ 107.66	1	6330 HUBBARD DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD.BLK .14 PB5 PG21 LT 4 W1/2 OF W1/2+E1/2 OF W1/2 OF N1/2
05-44-22-01-00014.0050	\$ 57.39	1	6250 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 14 PB 5 PG 21 E 1/2 OF E 1/2 OF N 1/2 LOT 4
05-44-22-01-00014.0060	\$ 44.95	1	6290 HUBBARD DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUB PB 5 PG21 W1/2 OF E1/2 OF N1/2 LOT 4 BLK 14
05-44-22-01-00014.3020	\$ 22.44	1	6250 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUB BLK 14 PB 5/21 PT LTS 3+4 N1/2 OF S1/2 LESS W1147.5
05-44-22-01-00014.3030	\$ 89.81	1	6351 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUB BLK 14 PB 5 PG 21 IN S1/2 OF S1/2 OF S1/2 OF SW1/4 OF NE1/4
05-44-22-01-00014.3040	\$ 664.84	1	14550 HARBOR DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUB. BLK.14 PB 5 PG 21 PT LOTS 3 + 4 TH W 127.5
05-44-22-01-00014.3060	\$ 23.78	1	6350 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 14 PB 5 PG 21 THE E 127.5 OF W 637.5 FT
05-44-22-01-00014.3070	\$ 18.29	1	6310 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 14 PB 5 PG 21 PT LOTS 3 + 4 E 125.63 FT
05-44-22-01-00014.3080	\$ 20.82	1	6330 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 14 PB 5 PG 21 E 116.28 FT OF W 753.78 FT OF N 1/2 OF S 1/2 LOTS 3+4
05-44-22-01-00014.3090	\$ 28.43	1	6370 HUBBARD DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 14 PB 5 PG 21 PT LOT 3 ALL THAT PART OF
05-44-22-01-00014.3100	\$ 29.68	1	6390 HUBBARD DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 14 PB5 PG21 LOT 3 THE E125.60FT OF W502.40FN1/2
05-44-22-01-00014.3110	\$ 29.42	1	6420 HUBBARD DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 14 PB 5 PG 21 PT LOT 3 THE E 125.60 FT
05-44-22-01-00014.3120	\$ 24.51	1	6450 HUBBARD DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 14 PB 5 PG 21 PT LOT 3 THE E 125.60 FT

05-44-22-01-00014.3130	\$ 765.15	1	14600 HARBOR DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 14 PB 5 PG 21 PT LOT 3 THE W 125.60 FT
05-44-22-01-00014.3140	\$ 545.35	1	14580 HARBOR DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 14 PB 5 PG 21 PT LOT 3 THE W 125.60 FT
05-44-22-01-00014.3150	\$ 18.07	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 14 PB 5 PG 21 PT LOT 3 TH E 125.60 FT OF
05-44-22-01-00014.3160	\$ 21.06	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 14 PB 5 PG 21 PT LOT 3 TH E 125.60 FT OF
05-44-22-01-00014.3170	\$ 21.27	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 14 PB 5 PG 21 PT LT 3 AKA LT 14-59 UNIT 1 UNREC
05-44-22-01-00014.3180	\$ 20.07	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 14 PB 5 PG 21 PT LOT 3 ALL THAT PART OF
05-44-22-01-00014.3190	\$ 17.50	1	6271 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 14 PB 5 PG 21 PT LOT 4 TH E 125.66 FT
05-44-22-01-00014.3200	\$ 18.20	1	6291 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 14 PB 5 PG 21 PT LOT 4 TH E 125.66 FT
05-44-22-01-00014.3220	\$ 17.72	1	6311 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 14 PB 5 PG 21 PT LOTS 3 + 4 E 127.5 FT
05-44-22-01-00014.3230	\$ 17.67	1	6270 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 14 PB5/21 PT LTS 3+4 E127. 5 OF W1147.5OF N1/2OF S1/2
05-44-22-01-00014.3240	\$ 18.14	1	6290 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO S/D BLK14 PB 5/21 PT LTS 3+4 E127.5 OF W1020 OF N1/2 OF S1/2
05-44-22-01-00014.3250	\$ 25.72	1	6390 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 14 PB 5 PG 21 PT LOTS 3 + 4
05-44-22-01-00014.3280	\$ 25.19	1	6370 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUB BLK 14 PB 5 PG 21 PT LT 3 DESC IN OR 1625 PG 1450
05-44-22-01-00015.0010	\$ 429.91	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK.15 PB 5 PG 21 LOT 1

05-44-22-01-00015.0020	\$ 401.86	1	6145 SNAPROLL LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 15 PB 5 PG 21 LOT 2
05-44-22-01-00015.3000	\$ 24.60	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 15 PB 5 PG 21 LTS 3 + 4 LES PAR 15.301 THRU 15.337
05-44-22-01-00015.3010	\$ 69.74	1	PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUB BLK 15 PB 5 PG 21 PT LT 3 DESC IN OR 2262 PG 3897
05-44-22-01-00015.3030	\$ 24.18	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUB BLK 15 PB 5 PG 21 PT LOT 4 FR TH SE COR OF
05-44-22-01-00015.3040	\$ 43.18	1	6230 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 15 PB 15 PG 21 PT LOT 3 DESC 1801/1534
05-44-22-01-00015.3050	\$ 20.90	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 15 PB 5 PG 21 PT LOT 4 FROM NE COR RUN S
05-44-22-01-00015.3060	\$ 215.33	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD PT OF BLK 15 PB 5 PG 21 LOTS 306+319+327+328+329 IN S1/2 OF SE1/4 OF NE1/4
05-44-22-01-00015.3070	\$ 21.70	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 15 PB 5 PG 21 THE E 125.59 FT OF W
05-44-22-01-00015.3100	\$ 22.67	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 15 PB 5 PG 21 E 125.58 FT OF W 1130.22 OF N 1/2 OF N 1/2 LOTS 3+4 AKA LOT 15-2
05-44-22-01-00015.3130	\$ 19.87	1	6241 HUBBARD DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 15 PB 5 PG 21 W 125.59 FT OF S 1/2 OF
05-44-22-01-00015.3140	\$ 25.26	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 15 PB 5 PG 21 E 125.60 OF W 251.19 FT OF
05-44-22-01-00015.3160	\$ 20.71	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 15 PB 5 PG 21 E 125.60 FT OF W 502.39 FT
05-44-22-01-00015.3200	\$ 20.49	1	6100 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 15 PB 5 PG 21 E 125.61 FT OF W 879.30 FT
05-44-22-01-00015.3220	\$ 21.47	1	6200 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 15 PB 5 PG 21 E 125.61 FT OF W 376.84 FT

05-44-22-01-00015.3250	\$ 21.58	1	6171 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 15 PB 5 PG 21 POR LTS 3+4 E 127.5 FT OF W 637.5 FT OF S 1/2 OF S 1/2 AKA LOT 15-35
05-44-22-01-00015.3300	\$ 26.43	1	6021 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 15 PB 5 PG 21 PT LOT 4 DESC IN OR 1654 PG 1742
05-44-22-01-00015.3330	\$ 18.62	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 15 PB 5 PG 21 PTLT 4 N169.3FT OF W125.39FT
05-44-22-01-00015.3340	\$ 19.37	1	6070 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 15 PB5 PG21 PTLT4 AS DESC OR 1872 PG 3757
05-44-22-01-00015.3360	\$ 21.03	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK15 PB5/21 PT LT 3 THE N169.31 FT OF E125.39FT
05-44-22-01-00015.3370	\$ 18.57	1	6190 PINECREST DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK15 PB5 PG21 PTLT3 AS DESC OR 1872 PG 3757
05-44-22-01-00016.001A	\$ 198.29	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMER AVOCADO SUBD. BLK.16 PB 5 PG 21 N 1/2 LOT 1
05-44-22-01-00016.001B	\$ 192.47	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUB BLK 16 PB 5 PG 21 LOT PT 2 N 1/2
05-44-22-01-00016.003A	\$ 211.06	1	ACCESS UNDETERMINED BOKEELIA, FL	KRAMERS AVOCADO SUBD BLK 16 N 1/2 LOT 3
05-44-22-01-00016.004A	\$ 114.16	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 16 PB 5 PG 21 N 1/2 OF N 1/2 LT 4
05-44-22-01-00016.004B	\$ 190.89	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 16 PB 5 PG 21 S 1/2 OF LT 4
05-44-22-01-00016.004C	\$ 94.31	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 16 PB 5 PG 21 S 1/2 OF N 1/2 LT 4
05-44-22-01-00016.1000	\$ 27.55	1	6220 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 16 PB 5 PG 21 S 1/2 LT 2 DESC OR 1872 PG 3757
05-44-22-01-00016.1020	\$ 23.04	1	6170 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 16 PB 5 PG 21 PT LOT 2 FR SW COR LOT 2

05-44-22-01-00016.1030	\$ 22.41	1	6171 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 16 PB 5 PG 21 PT LOT 2 FR SW COR OF LOT
05-44-22-01-00016.1040	\$ 23.82	1	6131 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 16 PB 5 PG 21 THE E 124.65 FT OF W
05-44-22-01-00016.1050	\$ 45.65	1	6091 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO BLK 16 PB 5 PG 21 POR LOTS 1+2 E 249.3 FT OF W 997.21 OF S 1/2 OF S 1/2 LOTS 1+2 AKA LOTS 16-17 + 16-18
05-44-22-01-00016.1070	\$ 23.85	1	6110 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 16 PB 5 PG 21 PT LTS 1+2 LOT 16-4
05-44-22-01-00016.1080	\$ 25.54	1	6130 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO BLK 16 PB 5 PG 21 E 124.61FT OF W 747.66 LOT 16-B UNREC
05-44-22-01-00016.1110	\$ 22.94	1	6150 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 16 PB 5 PG 21 PT LOTS 1 + 2 E 124.61 FT
05-44-22-01-00016.1120	\$ 22.36	1	6151 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 16 PB 5 PG 21 PT LTS 1 + 2 AKA LT 16-15 UNREC
05-44-22-01-00016.1130	\$ 22.54	1	6190 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 16 PB 5 PG 21 S 1/2 PT LOT 1 + 2 THE E
05-44-22-01-00016.1140	\$ 19.41	1	6240 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 16 PB 5 PG 21 PT LOT 2 DESC IN OR 1654 PG 1742
05-44-22-01-00016.1160	\$ 24.25	1	6090 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO S/D BLK 16 PB 5 PG 21PT LOT 1 OR 1722/3829 LT 3 UT I BLK 16
05-44-22-01-00017.001A	\$ 1,549.62	1	14470 HARBOR DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD. BLK.17 PB 5 PG 21 N 1/2 LOTS 1 + 2
05-44-22-01-00017.0030	\$ 1,369.89	1	14344 HARBOR DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 17 PB 5 PG 21 PT LOT 3 S 1/2 OF LOT 3
05-44-22-01-00017.1000	\$ 20.72	1	6381 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD W 124.65 FT OF S 171.7 FT OF S 1/2 OF LOT 1 BLK 17 AKA LOT 16 KREAMERS SUBD UNREC
05-44-22-01-00017.1050	\$ 20.72	1	6390 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 17 PB 5 PG 21 E 124.64 FT OF W 747.84 FT OF N 1/2 OF S 1/2 LOTS 1 + 2

05-44-22-01-00017.106A	\$ 31.44	1	6350 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 17 PB5/21 TH W191 OF E384 OF N1/2 OF S1/2 OF LT 1
05-44-22-01-00017.1070	\$ 20.75	1	6370 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO BLK 17 PB5/21 E124.64'OF W872.48' OF N1/2 OF S1/2 OF LTS 1+2
05-44-22-01-00017.1090	\$ 19.45	1	6391 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 17 PB 5 PG 21 E 124.67 FT OF W 623.35 FT OF S 1/2 OF S 1/2 OF LOTS 1 + 2 AKA LOT 15 KREAMER SUBD UNREC
05-44-22-01-00017.1100	\$ 41.36	1	6351 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 17 PB 5 PG 21 E 249.34 FT OF W 997.36 FT OF S 1/2 OF S 1/2 OF LOTS 1 + 2 AKA LOTS 17 + 18 KREAMERS SUBD UNREC
05-44-22-01-00017.1120	\$ 631.81	1	6481 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO BLK 17 PB 5 PG 21 W 249.20 OF S 1/2 OF S 1/2 LOTS 1 + 2
05-44-22-01-00017.1130	\$ 613.57	1	6490 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVACADO SUBD PART OF S 1/2 OF LOT 1 + 2 BLK 17 DESC IN OR 1298 PG 2369
05-44-22-01-00017.1140	\$ 20.43	1	6281 MANKATO LN BOKEELIA, FL 33922	KREAMERS AVOCADO S/D BLK 17 PB 5 PG 21 E 124.38 OF W 1119.43 OF S 1/2 OF S 1/2 LOTS 1+2 AKA LOT 17-19
05-44-22-01-00017.3000	\$ 1,310.03	1	14400 HARBOR DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 17 PB 5 PG 21 N 1/2 LOT 3 BLK 17
05-44-22-01-00017.4000	\$ 209.22	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 17 PB 5 PG 21 PT LOT 4 N 1/2 OF LOT 4
05-44-22-01-00017.5000	\$ 208.00	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 17 PB 5 PG 21 PT LOT 4 S 1/2 OF LOT 4
05-44-22-01-00018.003A	\$ 45.52	1	6640 SUNRISE LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK18PB5PG21LT3E278.58 FT OF S1/2 LES PAR18.003G
05-44-22-01-00018.003B	\$ 48.96	1	14390 APPLE BLVD BOKEELIA, FL 33922	KREAMERS AVOCADO BLK 18 PB 5 PG 21 PT LT 3 OR 1412 PG 302 LES 18.003 +18.003F

05-44-22-01-00018.003C	\$ 74.52	1	6710 SUNRISE LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 18 PB 5 PG 21 S 1/2 LOT 3 LESS E 416.58 FT
05-44-22-01-00018.003D	\$ 46.86	1	6670 SUNRISE LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 18 PB 5 PG 21 LOT 3 W138 FT OF E416 FT OF S1/2
05-44-22-01-00018.003E	\$ 40.74	1	14352 APPLE BLVD BOKEELIA, FL 33922	KREAMERS AVOCADO BLK 18 PB 5 PG 21 PT N 1/2 OF W 1/2 LT 3 LESS PARL 18.003B
05-44-22-01-00018.003F	\$ 46.22	1	6671 JUNIPER LN BOKEELIA, FL 33922	KREAMERS AVOCADO BLK 18 PB 5 PG 21 PT LT 3 DESC OR 1799 PG 762
05-44-22-01-00018.0040	\$ 3,138.65	1	14401 HARBOR DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD PART OF BLK 18 PB 5 PG 21 IN NE 1/4 OF SW 1/4 LESS ROW DESC IN OR 4732/2219 LESS LOT 2
05-44-22-01-00018.004B	\$ 46.71	1	6600 SUNRISE LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 18 PB 5 PG 21 W 139.44 FT OF S 1/2 LOT 4
05-44-22-01-00021.0010	\$ 1,265.89	1	6531 SUNRISE LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 21 PB 5 PG 21 E 350 FT IN N1/2 OF N1/2 OF SE1/4 OFSW1/4 LESS ROW DESC IN OR 4732/2218
05-44-22-01-00021.001A	\$ 1,625.60	1	14201 HARBOR DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 21 PB 5 PG 21 S 1/2 LOTS 1 + 2 LESS ROW DESC IN OR 4732/2217
05-44-22-01-00021.001B	\$ 45.20	1	6571 SUNRISE LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 21 PB 5 PG 21 W 1/2 OF N 1/2 LOT 1 LESS 21.001E
05-44-22-01-00021.001C	\$ 75.62	1	6711 SUNRISE LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 21 PB 5 PG 21 N 1/2 LOT 2 LESS E 415.36 FT
05-44-22-01-00021.001D	\$ 45.18	1	6641 SUNRISE LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 21 PB 5 PG 21 E 138.91 FT OF N 1/2 LOT 2
05-44-22-01-00021.001E	\$ 45.64	1	6601 SUNRISE LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 21 PB 5 PG 21 DESC IN OR 1454 PG 229
05-44-22-01-00021.3000	\$ 624.11	1	14141 HARBOR DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 21 PB 5 PG 21 N 1/2 LTS 3+4 TR A-1 LESS E 45 FT PER OR 4732/2216
05-44-22-01-00021.3060	\$ 69.94	1	6601 RAT RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 21 PB 5 PG 28 N 1/2 LOT 3 FR S 1/4

05-44-22-01-00021.3070	\$ 73.01	1	6671 RAT RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 21 PB 5 PG 21 PT OF N 1/2 LOT 3 FR S 1/4
05-44-22-01-00021.4000	\$ 1,297.21	1	14071 HARBOR DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 21 PB 5 PG 21 S 1/2 OF LOTS 3 + 4 LESS ROW OR 4732/2215
05-44-22-01-00022.0030	\$ 2,857.92	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD. BLK.22 PB 5 PG 21 LOTS 3 + 4
05-44-22-01-00022.1000	\$ 21.98	1	6330 CEDELIA RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 22 PB 5 PG 21 LT 1+2 LESS PARL 22.101 THRU 22.137
05-44-22-01-00022.1020	\$ 21.94	1	6334 CEDELIA RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 22 PB 5 PG 21PT LTS 1+2 LOT 26 UT IV-B
05-44-22-01-00022.1080	\$ 25.38	1	ACCESS UNDETERMINED BOKEELIA, FL	PARL IN BLK 22 IN SE 1/4 SEC 5 TWP 44 R22 DESC IN OR 1221/151 AKA LT 5 BLK22
05-44-22-01-00022.1090	\$ 22.08	1	ACCESS UNDETERMINED BOKEELIA, FL	PARL IN BLK 22 IN SE 1/4 SEC 5 TWP 44 R22 DESC IN OR 1221 P 133
05-44-22-01-00022.1120	\$ 23.09	1	ACCESS UNDETERMINED BOKEELIA, FL	PARL IN SE 1/4 DESC IN OR 1221 PG 147 AKA LT 4 BLK 22
05-44-22-01-00022.1160	\$ 24.06	1	6321 CEDELIA RD BOKEELIA, FL 33922	PARL IN SE 1/4 SEC OR 1242/1259 AKA KREAMERS UT IV-B BLK 22 LOT 32
05-44-22-01-00022.1230	\$ 18.12	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 22 PB 5 PG 21 PT LT 2 DESC IN OR 1359 PG 1736
05-44-22-01-00022.1260	\$ 695.48	1	6400 CEDELIA RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 22 PB 5 PG 21 PT LT 2 DESC IN OR 1356 PG 1250
05-44-22-01-00022.1280	\$ 25.10	1	6335 CEDELIA RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 22 PB 5 PG 21 PT LOT 2 OR 1356/1257 AKA LOT 35 BLK 22 UT IV-B
05-44-22-01-00022.128A	\$ 27.68	1	6339 CEDELIA RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 22 PB 5 PG 21 PT LOT 2 OR 1356/1257 AKA LOT 36 BLK 22 UT IV-B
05-44-22-01-00022.1310	\$ 23.50	1	6342 CEDELIA RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD IV-B BLK 22 PB 5 PG 21 PT LT 2 OR 1742 PG 823 AKA LOT 24

05-44-22-01-00022.1340	\$ 24.78	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 22 PB 5 PG 21 LOT 2 UNIT IV B
05-44-22-01-00022.1350	\$ 26.18	1	6331 CEDELIA RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 22 PB 5 PG 21 PT LOT 2 DESC OR 1833 PG 3318
05-44-22-01-00023.0010	\$ 68.13	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD UN IV-B PB 5 PG 21 BLK 23 LOTS 9-11
05-44-22-01-00023.0020	\$ 23.97	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 23 PB 5 PG 21 LOT 2 UNIT IV B
05-44-22-01-00023.0030	\$ 752.89	1	14000 MARQUIS RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD. BLK.23 PB 5 PG 21 LOTS 3 + 4
05-44-22-01-00023.0230	\$ 40.69	1	6208/6212 CEDELIA RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 23 PB 5 PG 21 LTS 23 + 24 UNIT IV B
05-44-22-01-00023.0360	\$ 22.86	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO BLK 23 PB 5 PG 21 LOT 8 UT IV B PT LTS 1+ 2 OR1221/145
05-44-22-01-00023.0380	\$ 20.34	1	6042 CEDELIA RD BOKEELIA, FL 33922	KREAMERS AVOCADO BLK 23 PB 5 PG 21 LOT 27 UT IV B OR 1221 P 139
05-44-22-01-00023.0390	\$ 20.41	1	6038 CEDELIA RD BOKEELIA, FL 33922	KREAMERS AVOCADO UT IV-B BLK 23 PB 5 PG 21 LOT 28
05-44-22-01-00023.0400	\$ 20.41	1	6024 CEDELIA RD BOKEELIA, FL 33922	KREAMERS AVOCADO BLK 23 PB 5 PG 21 LOT 29 UT IV B OR 1210 P 627
05-44-22-01-00023.0410	\$ 21.46	1	6030 CEDELIA RD BOKEELIA, FL 33922	KREAMERS AVOCADO BLK 23 PB 5 PG 21 LOT 30 UT IV B OR 1210 P 627
05-44-22-01-00023.0460	\$ 20.31	1	6216 CEDELIA RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 23 PG 5 PG 21 LOT 22 UT IV B OR 1353 PG 1969
05-44-22-01-00023.0490	\$ 16.94	1	ACCESS UNDETERMINED BOKEELIA, FL	KREAMERS AVOCADO SUBD BLK 23 PB 5 PG 21 LT 12 UT IV B OR1356 PG 1236
05-44-22-01-00023.0510	\$ 22.78	1	6220 CEDELIA RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 23 PB 5 PG 21 LT 21 UT IV B OR 1356 PG 1261
05-44-22-01-00023.0550	\$ 30.31	1	6219 CEDELIA RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 23 PB 5 PG 21 LOT 40 UT IV B OR 1683 PG 341

05-44-22-01-00023.0580	\$ 20.31	1	6050 CEDELIA RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK 23 PG 5 PG 21 LT 25 UT IV B OR 1753 PG 0135
05-44-22-01-00023.0600	\$ 27.50	1	6215 CEDELIA RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK23 PG5 PG21 LT 39 UT IV B OR 1813 PG 1592
08-44-22-01-0000A.0420	\$ 21.68	1	13920 SILVERTON LN BOKEELIA, FL 33922	KREAMERS AVOCADO UNIT 1 PB 5 PG 21 POR LOT 2 AKA BLK A LOT 42
08-44-22-01-0000A.0430	\$ 21.59	1	13910 SILVERTON LN BOKEELIA, FL 33922	KREAMERS AVOCADO UNIT 1 PB 5 PG 21 POR LOT 2 AKA BLK A LOT 43
08-44-22-01-0000A.0470	\$ 43.46	1	13830 SILVERTON LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUB BLK A PB 5 PG 21 LOTS 2 + 3 PART OF THE S
08-44-22-01-0000A.0530	\$ 22.93	1	13801 SILVERTON LN BOKEELIA, FL 33922	KREAMERS AVOCADO BLK A PB 5 PG 21 PT LOTS 2+3 AKA LOT A-53 OR 2819/347
08-44-22-01-0000A.0540	\$ 22.95	1	13831 SILVERTON LN BOKEELIA, FL 33922	KREAMERS AVOCADO BLK A PB 5 PG 21 PT LOTS 2+3 AKA LOT A-54 OR 2819/347
08-44-22-01-0000A.0620	\$ 27.99	1	13940 MARQUIS RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK A PB 5 PG 21 POR LOTS 2+3 S 159.3 FT OF N 477.9 FT OF E 1/2 OF W 1/2 AKA LOT A-62 U/R
08-44-22-01-0000A.0670	\$ 23.32	1	13780 MARQUIS RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD PB 5 PG 21 BLK A REDIV W 1/2 LOTS 2+3 AKA LOT A67
08-44-22-01-0000A.0700	\$ 81.45	1	13775 MARQUIS RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD PB 5 PG 21 UNIT 1 BLK A LOTS 70 THRU 72
08-44-22-01-0000A.0750	\$ 24.89	1	13941 MARQUIS RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK A PB 5 PG 21 PT LTS 2+ 3 AKA A-75
08-44-22-01-0000A.0760	\$ 25.15	1	13961 MARQUIS RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK A PB 5 PG 21 PT LTS 2+ 3 AKA LOT A-76
08-44-22-01-0000A.0770	\$ 25.41	1	13981 MARQUIS RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD PB 5 PG 21 BLK A PT LTS 2 + 3 AKA A-77
08-44-22-01-0000B.0050	\$ 19.24	1	6370 ALLEN PARK DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUB BLK B PB5 PG 21 PT LTS 1+2 AKA LOT B-5
08-44-22-01-0000B.0060	\$ 18.61	1	6350 ALLEN PARK DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUB BLK B PB 5 PG 21 LOT 6

08-44-22-01-0000B.0070	\$ 19.49	1	6340 ALLEN PARK DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUB BLK B PG 5 PG 21 LOT 7
08-44-22-01-0000B.0130	\$ 42.44	1	6321 ALLEN PARK DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK B PG 5 PG 21 PT LOTS 1 + 2 THE E 255 FT
08-44-22-01-0000B.0160	\$ 19.85	1	6345 ALLEN PARK DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK B PB 5 PG 21 POR LOTS 1 + 2 AKA LOT 16 UNIT 1
08-44-22-01-0000B.0170	\$ 18.97	1	6347 ALLEN PARK DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK B PB 5 PG 21 PT LOTS 1 + 2 E 122.5 FT AKA LOT B-17
08-44-22-01-0000B.0180	\$ 14.26	1	6351 ALLEN PARK DR BOKEELIA, FL 33922	KREAMERS AVOCACO SUBD BLK B PB 5 PG 21 PT LT 2 AKA LT 18 BLK B UT 1
08-44-22-01-0000B.0190	\$ 17.98	1	6451 ALLEN PARK DR BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK B PB 5 PG 21 PT LOT 2 DESC IN OR 1345 PG 1945 AKA LOT B-19
08-44-22-01-0000B.0200	\$ 495.80	1	6461 ALLEN PARK DR BOKEELIA, FL 33922	W 127.5 OF S1/2 OF N1/2 OF LTS 1 + 2 BLK B KREAMERS AKA LOT B-20
08-44-22-01-0000B.0240	\$ 21.35	1	6430 MANNHEIM RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK B PB 5 PG 21 PT LTS 1+ 2 AKA LOT B-24
08-44-22-01-0000B.0260	\$ 20.92	1	6340 MANNHEIM RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK B PB 5 PG 21 E 127.5 FT OF W 765 OF N 1/2 OF S 1/2 OF LTS 1 + 2 AKA LOT B-26
08-44-22-01-0000B.0270	\$ 22.07	1	6330 MANNHEIM RD BOKEELIA, FL 33922	E 127.5 OF W 892.5 OF N 1/2 OF S 1/2 OF LOTS 1 + 2 BLK B KREAMERS AVOC DESC IN OR 1221/126
08-44-22-01-0000B.0280	\$ 22.93	1	6320 MANNHEIM RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK B PB 5 PG 21 PT OF LOTS 1 + 2 BLK B AKA LOT 28 UNREC SUBD
08-44-22-01-0000B.0290	\$ 20.79	1	6310 MANNHEIM RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK B PB 5 PG 21 PT LOTS 1 + 2 AKA BLK B LOT 29 UNREC
08-44-22-01-0000B.0300	\$ 20.88	1	6300 MANNHEIM RD BOKEELIA, FL 33922	KREAMERS AVOCADO BLK B PB 5 PG 21 PT LOTS 1 + 2 AKA BLK B LOT 30 UNREC

08-44-22-01-0000B.0320	\$ 21.59	1	6311 MANNHEIM RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD PB 5 PG 21 PT LOT 1 TH E 122.5 FT OF TH W 1147.5 FT OF S 1/2 OF S 1/2 OF LOTS 1 + 2 BLK B AKA LOT B-32 UNREC SUBD
08-44-22-01-0000B.0400	\$ 627.04	1	6461 MANNHEIM RD BOKEELIA, FL 33922	KREAMERS AVOCADO SUB BLK B PB 5 PG 21 LTS 1 + 2 W 127.5 FT OF S 1/2
08-44-22-01-0000B.0470	\$ 51.99	1	13880 B J BLVD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK B PB 3 PG 61 LOT 4 LESS PARS25.300THRU 25.306
08-44-22-01-0000B.0480	\$ 48.85	1	13850 B J BLVD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK B PB 5 PG 21 PT LOT 4 DESC OR 1586 PG 905
08-44-22-01-0000B.0490	\$ 43.39	1	13820 B J BLVD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK B PB 5 PG 21 PT LOT 4 DESC OR 1952 PG 2351
08-44-22-01-0000B.0500	\$ 44.57	1	13790 B J BLVD BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK B PB 3 PG 61 PT LT 4 DESC OR 1801/2093
08-44-22-01-0000B.0510	\$ 569.82	1	CORNER LOT BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD PB 5 PG 21 N1/2 OF N1/2 OF LOT BLK B LESS OR 556 PG 630 + OR 1565 PG 811 + OR 3826 PG 3465 + OR 2318 PG 3433
08-44-22-01-0000G.0000	\$ 37.99	1	6470 MEADOW LN BOKEELIA, FL 33922	KREAMERS SUBD PB 3 PG 61 POR BLK G DESC IN OR 2780 PG 605
08-44-22-01-0000G.0030	\$ 45.28	1	6361 MEADOW LN BOKEELIA, FL 33922	KREAMERS SUBD BLK G PB 3 PG 61 PT BLK G DESC IN OR 1530 PG 1286
08-44-22-01-0000G.0090	\$ 46.76	1	6451 SHADY PINE LN BOKEELIA, FL 33922	KREAMERS SUBD BLK G PB 3 PG 61 PT LOT G DESC IN OR 1709 PG 1427
08-44-22-01-0000G.0110	\$ 45.55	1	6410 SHADY PINE LN BOKEELIA, FL 33922	KREAMERS SUBD BLK G PB 3 PG 61 PT LOT G DESC IN OR 1715 PG 3276
08-44-22-01-0000G.0150	\$ 47.06	1	6391 MEADOW LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK G PB 3 PG 61 DESC OR 1863 PG 3080
08-44-22-01-0000G.0160	\$ 47.51	1	6271 SHADY PINE LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK G PB3 PG 61 PARL DESC OR 1870 PG 1974
08-44-22-01-0000G.0170	\$ 1,124.20	1	6491 SHADY PINE LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK G PB 3 PG 61 PARL DESC OR 1868 PG 4683

08-44-22-01-0000G.0210	\$ 1,249.93	1	6491 MEADOW LN BOKEELIA, FL 33922	KREAMERS SUBD BLK G PB 3 PG 61 AS DESC OR 1929 PG 2758
08-44-22-01-0000G.0220	\$ 1,205.34	1	6490 SHADY PINE LN BOKEELIA, FL 33922	KREAMERS SUBD BLK G PB 3 PG 61 PT BLK G DESC OR 1656 PG 173
08-44-22-01-0000G.0230	\$ 146.54	1	6230 MEADOW LN BOKEELIA, FL 33922	KREAMERS SUBD BLK G PB 3 PG 61 PT BLK G DESC OR 2015 PG 1713 + OR 1602 PG 1142 + OR 2059 PG 2400
08-44-22-01-0000G.0330	\$ 1,107.93	1	6490 MEADOW LN BOKEELIA, FL 33922	FM SW CRN OF NE1/4 RUN N 989.28 E 30 TO POB THN E 179.25 N 307.40 W 176.90
08-44-22-02-00001.0260	\$ 256.81	1	13502 STRINGFELLOW RD BOKEELIA, FL 33922	PINE ISLAND ESTATES NO 1 BLK 1 PB 10 PG 59 LOT 26
08-44-22-03-00001.0270	\$ 1,154.29	1	13625 HARBOR DR BOKEELIA, FL 33922	PINE ISLAND ESTATES NO 2 BLK 1 PB 10 PG 69 LOT 27
08-44-22-03-00001.0280	\$ 286.56	1	13639 HARBOR DR BOKEELIA, FL 33922	PINE ISLAND ESTATES NO.2 BLK 1 PB 10 PG 69 LOT 28
08-44-22-03-00001.0290	\$ 290.22	1	13641 HARBOR DR BOKEELIA, FL 33922	PINE ISLAND ESTATES NO 2 BLK 1 PB 10 PG 69 LOT 29
08-44-22-03-00001.0300	\$ 465.40	1	13653 HARBOR DR BOKEELIA, FL 33922	PINE ISLAND ESTATES NO 2 BLK 1 PB 10 PG 69 LOTS 30 + 31
08-44-22-03-00001.0390	\$ 282.49	1	13793 HARBOR DR BOKEELIA, FL 33922	PINE ISLAND ESTATES #2 BLK 1 PB 10 PG 69 LOT 39
08-44-22-03-00001.0400	\$ 279.27	1	13807 HARBOR DR BOKEELIA, FL 33922	PINE ISLAND ESTATES NO.2 BLK 1 PB 10 PG 69 LOT 40
08-44-22-03-00002.0010	\$ 609.70	1	13999 HARBOR DR BOKEELIA, FL 33922	PINE ISLAND ESTATES NO 2 BLK 2 PB 10 PG 69 LOTS 1 + 2
08-44-22-03-00002.0030	\$ 1,395.73	1	13953 HARBOR DR BOKEELIA, FL 33922	PINE ISLAND ESTATES NO 2 BLK 2 PB 10 PG 69 LOTS 3 THRU 7
08-44-22-03-00002.0080	\$ 279.15	1	13901 HARBOR DR BOKEELIA, FL 33922	PINE ISLAND ESTATES NO 2 BLK 2 PB 10 PG 69 LOT 8

08-44-22-03-00002.0090	\$ 279.14	1	13869 HARBOR DR BOKEELIA, FL 33922	PINE ISLAND ESTATES NO.2 BLK 2 PB 10 PG 69 LOT 9
08-44-22-03-00002.0100	\$ 279.14	1	13843 HARBOR DR BOKEELIA, FL 33922	PINE ISLAND ESTATES NO.2 BLK 2 PB 10 PG 69 LOT 10
08-44-22-04-00007.0010	\$ 15.27	1	6540 CALABAR DR BOKEELIA, FL 33922	PINE ISLAND ESTATES NO.3 BLK 7 PB 10 PG 104 LOT 1
08-44-22-05-00000.0810	\$ 25.71	1	13981 LOCKHART LN BOKEELIA, FL 33922	KREAMERS AVOCADO BLK A PB 5 PG 21 PT LOT 1 DESC OR 1294 PG 2350 AKA LOT A-81 UNIT III
08-44-22-05-00000.0850	\$ 22.04	1	13881 LOCKHART LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK A PB 5 PG 21 PT LT 1 AKA LT A-85 UT 3 UNREC
08-44-22-05-00000.0900	\$ 24.52	1	13751 LOCKHART LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK A PB 5 PG 21 PT LTS 1+4 DESC OR 1893/3330 AKA BLK A LOT 90
08-44-22-05-00000.0920	\$ 20.70	1	13771 MANCHESTER LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK A PB 5 PG 21 PT LOT 4 DESC IN OR 1327 PG 1902
08-44-22-05-00000.0930	\$ 20.74	1	13801 MANCHESTER LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK A PB 5 PG 21 PT LTS 1+4 DESC IN OR 1360/1418 AKA LOT 93 UT III
08-44-22-05-00000.0950	\$ 19.95	1	13851 MANCHESTER LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK A PB 5 PG 21 AKA LOT A-95
08-44-22-05-00000.0970	\$ 21.92	1	CORNER LOT BOKEELIA, FL 33922	KREAMERS AVOCADO BLK A PB 5 PG 21 PT LTS 1+4 LOT 97-A
08-44-22-05-00000.0980	\$ 20.25	1	13931 MANCHESTER LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK A PB 5 PG 21 PT LTS 1+4 LOT A- 98
08-44-22-05-00000.1000	\$ 23.52	1	13981 MANCHESTER LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK A PB 5 PG 21 PT LOT 1 DESC IN OR 1333 PG 0599
08-44-22-05-00000.1010	\$ 22.79	1	13980 STONEHURST LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK A PB 5 PG 21 PT LOT 1 DESC IN OR 1327 PG 1904
08-44-22-05-00000.1030	\$ 21.23	1	13930 STONEHURST LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK A PB 5 PG 21 PT LOT 1 DESC OR 1345/1947 LOT 103 UT 3

08-44-22-05-00000.1050	\$ 22.59	1	13880 STONEHURST LN BOKEELIA, FL 33922	PARL IN SEC 8 T 44 R 22 BLK A DESC IN OR 1238 PG 1959
08-44-22-05-00000.1070	\$ 21.49	1	13830 STONEHURST LN BOKEELIA, FL 33922	KREAMERS AVOCADO UT 3 BLK A PB 5 PG 21 DES OR1044/47 LT A-107
08-44-22-05-00000.1100	\$ 21.22	1	13750 STONEHURST LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUB UNIT III BLK A PB 5/21 PT LOTS 1+4 AKA LOT A-110
08-44-22-05-00000.1120	\$ 25.69	1	13771 STONEHURST LN BOKEELIA, FL 33922	KREAMERS AVOCADO UT 2 UNREC PB 5 PG 21 DESC IN OR 3511 PG 3024 AKA BLK A LOT 112
08-44-22-05-00000.1130	\$ 48.18	1	13801 STONEHURST LN BOKEELIA, FL 33922	KREAMERS AVOCADO S/D BLK A PB 5 PG 21 DESC OR 1904 PG 1675
08-44-22-05-00000.1160	\$ 25.69	1	13881 STONEHURST LN BOKEELIA, FL 33922	FR SW COR LTS 1+4 BLK A TH N672 TO POB TH N134 E152 S134 W152 POB AKA LT 116-A
08-44-22-05-00000.1190	\$ 21.40	1	13951 STONEHURST LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK A PB 5 PG 21 PT LOTS 1 + 4 AKA LOT A-119
08-44-22-05-00000.1200	\$ 24.49	1	13981 STONEHURST LN BOKEELIA, FL 33922	KREAMERS AVOCADO SUBD BLK A PB 5 PG 21 PT LOTS 1+4 DESC IN OR 1893/3330 AKA BLK A LOT 120
09-44-22-05-00000.0010	\$ 25.73	1	5996 LITTLE HOUSE LN BOKEELIA, FL 33922	THE W 111.75 FT OF THE N 223 OF THE NW 1/4 OF THE NW 1/4
09-44-22-05-00000.0030	\$ 24.12	1	5952 LITTLE HOUSE LN BOKEELIA, FL 33922	THE E 100 FT OF W 311.75 FT OF N 223 FT OF NW 1/4 OF NW 1/4 OF SEC
09-44-22-05-00000.0090	\$ 46.95	1	5820 LITTLE HOUSE LN BOKEELIA, FL 33922	E 200 FT OF W 1011.75 FT OF N 223 FT OF NW 1/4 OF NW 1/4 AKA KREAMERS AVOCADO U/R UNIT III LOTS 9 + 10
09-44-22-05-00000.0130	\$ 27.34	1	5730 LITTLE HOUSE LN BOKEELIA, FL 33922	PARL IN N E 1/4 OF N W 1/4 OF N W 1/4 AS DESC IN OR 0779 PG 0004
09-44-22-05-00000.0140	\$ 24.70	1	5708 LITTLE HOUSE LN BOKEELIA, FL 33922	W 111.75 FT OF N 223 FT OF NE 1/4 OF NW 1/4
09-44-22-05-00000.0150	\$ 23.31	1	5686 LITTLE HOUSE LN BOKEELIA, FL 33922	E100FT OF W211.75 FT OF N223FT OF NE1/4 OF NW1/4 AKA LOT 15 KREAMERS AVOCADO UNIT III

09-44-22-05-00000.0160	\$ 23.26	1	5664 LITTLE HOUSE LN BOKEELIA, FL 33922	E 100 FT OF W 311.75 OF N 223 FT OF NE 1/4 OF NW 1/4 DES OR 1185/0329 LOT 16
09-44-22-05-00000.0170	\$ 22.92	1	5642 LITTLE HOUSE LN BOKEELIA, FL 33922	E100FT OF W411.75FT OF N22 3FT OF NE1/4 OF NW1/4 AKA LOT 17 BLK 1 UNIT III
09-44-22-05-00000.0190	\$ 23.17	1	5598 LITTLE HOUSE LN BOKEELIA, FL 33922	E 100 FT OF W 611.75 FT OF S 223 FT OF N E 1/4 OF N W 1/4 AKA LOT 19
09-44-22-05-00000.0210	\$ 22.97	1	5554 LITTLE HOUSE LN BOKEELIA, FL 33922	E 100 FT OF W 811.75 FT OF N 233 FT OF NE 1/4 OF NW 1/4 DESC IN OR 1741/4523 AKA KREAMERS AVOCADO UNIT III U/R LOT 21
09-44-22-05-00000.0240	\$ 23.12	1	5492 LITTLE HOUSE LN BOKEELIA, FL 33922	E 100 FT OF W 1111.75FT OF N 223 FT OF NE 1/4 OF NW 1/4 AKA LT 24
09-44-22-05-00000.0250	\$ 46.83	1	5474 LITTLE HOUSE LN BOKEELIA, FL 33922	PARL IN NE 1/4 OF NW 1/4 DESC IN OR 1512 PG 333
09-44-22-05-00000.0290	\$ 23.31	1	5493 LITTLE HOUSE LN BOKEELIA, FL 33922	E100FT OF W1111.75FT OF S223FT OF N446FT OF NE1/4 OF NW1/4 AKA LT29 KREAMERS
09-44-22-05-00000.0380	\$ 23.86	1	5687 LITTLE HOUSE LN BOKEELIA, FL 33922	THE E 100 FT OF W 211.75 FT OF S 223 FT OF N 446 FT OF NE 1/4 OF NW 1/4
09-44-22-05-00000.0400	\$ 52.88	1	5753 LITTLE HOUSE LN BOKEELIA, FL 33922	KREAMERS AVOCADO U/R UNIT III LOTS 40 + 41 + 65
09-44-22-05-00000.0450	\$ 23.31	1	5841 LITTLE HOUSE LN BOKEELIA, FL 33922	E 100 FT OF W 811.75 FT OF S 223 FT OF N 446 FT OF NW1/4 OF NW1/4
09-44-22-05-00000.0460	\$ 24.42	1	5863 LITTLE HOUSE LN BOKEELIA, FL 33922	E 100 FT OF W 711.75 FT OF S 223 FT OF N 446 FT OF NW 1/4 OF NW 1/4 DESC IN OR 1165/336
09-44-22-05-00000.0520	\$ 26.44	1	5997 LITTLE HOUSE LN BOKEELIA, FL 33922	W 111.75 OF S 223FT OF N 446FT OF NW 1/4 BK 1978 PG 1696 AKA 52 KREAMERS AVOCADO UT III
09-44-22-05-00000.0580	\$ 23.45	1	5882 ROYAL OKLEY LN BOKEELIA, FL 33922	E 100 FT OF W 611.75 FT OF S 223 FT OF N 669 FT OF NW 1/4 OF NW 1/4 AKA KREAMERS AVOCADO UT 3 LOTS 58 + 59

09-44-22-05-00000.0680	\$ 23.29	1	5664 ROYAL OKLEY LN BOKEELIA, FL 33922	PARL IN NE 1/4 OF NW 1/4 SEC 9 T44 R22 DESC IN OR 1221 P 122
09-44-22-05-00000.0700	\$ 24.22	1	5622 ROYAL OKLEY LN BOKEELIA, FL 33922	E 100FT OF W511.75OFS223OF N669FTOFNE1/4OFNW1/4 DESC OR1242/1258 LT 70 UT III
09-44-22-05-00000.0710	\$ 22.55	1	5592 ROYAL OKLEY LN BOKEELIA, FL 33922	E100FT OFW611.54 OFS223 FT OFN669 FT OFNE1/4 OFNW1/4 LT 71 UT III KREAMERS AV
09-44-22-05-00000.0740	\$ 23.84	1	5532 ROYAL OKLEY LN BOKEELIA, FL 33922	THE E 100 FT OF W 911.75 FT OF S 223 FT OF N 669 FT OF NE 1/4 OF NW 1/4 AKA KREAMERS AVOCADO UT 3 BLK 1 LOT 74
09-44-22-05-00000.0770	\$ 22.70	1	5478 ROYAL OKLEY LN BOKEELIA, FL 33922	PARL IN NE 1/4 OF NW 1/4 DESC IN OR 1587 PG 1864
09-44-22-05-00000.0780	\$ 24.32	1	5466 ROYAL OKLEY LN BOKEELIA, FL 33922	PARL IN N 1/2 OF NW 1/4 DESC IN OR 1601 PG 634
09-44-22-05-00000.0790	\$ 29.97	1	5467 ROYAL OKLEY LN BOKEELIA, FL 33922	PARL IN NE 1/4 OF NW 1/4 DESC OR 1071 PG 1107 AKA LOT 79 + E 23.02 FT OF LOT 80 UN 3 KREAMERS AVOCADO
09-44-22-05-00000.0830	\$ 23.95	1	5533 ROYAL OKLEY LN BOKEELIA, FL 33922	PARL IN NE 1/4 OF NW 1/4 SEC 9 TWP 44 RGE 22 DESC IN OR 1302 PG 1669
09-44-22-05-00000.0840	\$ 23.15	1	5557 ROYAL OKLEY LN BOKEELIA, FL 33922	THE E 100 FT OF W 811.75 FT OF S 223 FT OF N 892 FT OF NE 1/4 OF NW 1/4 LT 84
09-44-22-05-00000.0850	\$ 24.34	1	5577 ROYAL OKLEY LN BOKEELIA, FL 33922	E100FT OF W711.75FT OF S223FT OF N892FT OF NE 1/4 OF NW 1/4
09-44-22-05-00000.0860	\$ 22.71	1	5599 ROYAL OKLEY LN BOKEELIA, FL 33922	PARL IN S W 1/4 OF N E 1/4 OF N W 1/4 AS DESC IN OR 1040 PG 0191
09-44-22-05-00000.0880	\$ 22.08	1	5641 ROYAL OKLEY LN BOKEELIA, FL 33922	E 100 FT W 411.75 FT OF S 223 FT OF N 892 FT OF N E 1/4 OF N W 1/4 AKA LOT 88 BLK 1 UNIT III KREAMERS AVOCADO UNREC
09-44-22-05-00000.0890	\$ 23.52	1	5665 ROYAL OKLEY LN BOKEELIA, FL 33922	E 100 FT OF W 311.75 FT OF S 223 FT OF N 892 FT OF NE 1/4 OF NW 1/4

09-44-22-05-00000.0970	\$ 23.30	1	5841 ROYAL OKLEY LN BOKEELIA, FL 33922	PARL IN NW 1/4 OF NW 1/4 SEC 9 TWP 44 RGE 22 DESC IN OR 1302 PG 1673
09-44-22-05-00000.1000	\$ 24.66	1	5905 ROYAL OKLEY LN BOKEELIA, FL 33922	PARL IN SW1/4 OF NW1/4 OF NW1/4 DESC IN OR 1185/0331 AKA LOT 100 KREAMERS AVOCAD
09-44-22-05-00000.1020	\$ 24.75	1	5951 ROYAL OKLEY LN BOKEELIA, FL 33922	TH E 100 FT OF TH W 311.75 FT OF S 223 FT OF N 892 FT OF NW 1/4 OF NW 1/4
09-44-22-05-00000.1190	\$ 11.74	1	5686 SANDAL LN BOKEELIA, FL 33922	PARL IN NE 1/4 OF NW 1/4 SEC 9 TWP 44 RGE 22 DESC IN OR 1302 PG 1677
09-44-22-05-00000.1200	\$ 11.74	1	5664 SANDAL LN BOKEELIA, FL 33922	E 100 FT OF W 311.75 FT OF S 223 FT OF N 1115 FT OF N E 1/4 OF N W 1/4
09-44-22-05-00000.1220	\$ 12.20	1	5622 SANDAL LN BOKEELIA, FL 33922	PARL IN NE 1/4 OF NW 1/4 SEC 9 TWP 44 RGE 22 DESC IN OR 1309 PG 2241
09-44-22-05-00000.1280	\$ 11.62	1	5492 SANDAL LN BOKEELIA, FL 33922	E 100 FT OF W 1111.75 FT OF S 223 FT OF N 1115. FT OF NE 1/4 OF NW 1/4
09-44-22-05-00000.1290	\$ 11.28	1	5478 SANDAL LN BOKEELIA, FL 33922	PARL IN NE 1/4 OF NW 1/4 AKA LOT 129
09-44-22-05-00000.1300	\$ 12.17	1	5466 SANDAL LN BOKEELIA, FL 33922	PARL IN NE 1/4 OF NW 1/4 DESC OR 1229 PG 891
09-44-22-05-00000.1320	\$ 11.28	1	5477 SANDAL LN BOKEELIA, FL 33922	PARL IN NE 1/4 OF NW 1/4 DESC IN OR 1696 PG 4273 AKA LOT 132
09-44-22-05-00000.1330	\$ 11.69	1	5493 SANDAL LN BOKEELIA, FL 33922	PARL IN NE 1/4 OF NW 1/4 BEG 220 FT W OF SE COR OF NE 1/4 OF NW 1/4 TH W 100FT TH N 225FT TH E 100FT TH S 225 FT TO POB
09-44-22-05-00000.1340	\$ 12.20	1	5511 SANDAL LN BOKEELIA, FL 33922	PARL IN S E 1/4 OF N E 1/4 OF N W 1/4 AS DESC IN OR 1136 PG 1644 AKA LT 134
09-44-22-05-00000.1350	\$ 12.04	1	5533 SANDAL LN BOKEELIA, FL 33922	BEG 419.6 FT W OF SE 1/4 OFNE1/4 OF NW1/4 N224.70FT E100FTS224.92LT 135 BLK 1
09-44-22-05-00000.1360	\$ 11.64	1	5555 SANDAL LN BOKEELIA, FL 33922	PARL IN SE 1/4 OF NW 1/4 OF NW 1/4 AKA LT 136 KREAM AVOCADO U-3 OR 1895/4537

09-44-22-05-00000.1410	\$ 24.03	1	5675 SANDAL LN BOKEELIA, FL 33922	PARL IN SW 1/4 OF NE 1/4 OF NW 1/4 DESC IN OR 1204/1733 AKA KREAMERS AVOCADO UNIT 3 LOTS 141 + 142
09-44-22-05-00000.1440	\$ 14.50	1	5731 SANDAL LN BOKEELIA, FL 33922	A PAR IN NW 1/4 AS DESC IN OR 1270 PG 395 AKA LT 144
09-44-22-05-00000.1450	\$ 11.74	1	5753 SANDAL LN BOKEELIA, FL 33922	KREAMERS AVOCADO UNIT III BLK 1 LOT 145 DESC IN OR 1302 PG 1675
09-44-22-05-00000.1460	\$ 23.71	1	5785 SANDAL LN BOKEELIA, FL 33922	PARL IN SE1/4 OF NW1/4 OF NW1/4 AKA LTS146&147 BLK 1 UNIT III OR2202/4054
09-44-22-05-00000.1480	\$ 11.28	1	5817 SANDAL LN BOKEELIA, FL 33922	PARL IN S E 1/4 OF N W 1/4 OF N W 1/4 AS DESC IN OR 1191 PG 2182
09-44-22-05-00000.1560	\$ 13.12	1	5997 SANDAL LN BOKEELIA, FL 33922	KREAMERS AVOCADO U/R UNIT III LOT 156
32-43-22-00-00004.0000	\$ 217.73	1	ACCESS UNDETERMINED BOKEELIA, FL	N 1/2 OF SW 1/4 OF NE 1/4 OF SE 1/4
32-43-22-00-00004.0010	\$ 1,955.85	1	6100 MONTERAY DR BOKEELIA, FL 33922	THE SE 1/4 OF THE SE 1/4 AND THE S 1/2 OF SW 1/4 OF NE 1/4 OF SE 1/4
32-43-22-00-00004.0220	\$ 82.88	1	ACCESS UNDETERMINED BOKEELIA, FL	SW 1/4 OF NW 1/4 OF NE 1/4 OF SE 1/4
32-43-22-00-00004.0230	\$ 82.88	1	ACCESS UNDETERMINED BOKEELIA, FL	SE 1/4 OF NW 1/4 OF NE 1/4 OF SE 1/4
32-43-22-00-00004.0240	\$ 82.88	1	ACCESS UNDETERMINED BOKEELIA, FL	SW 1/4 OF NE 1/4 OF NE 1/4 OF SE 1/4
32-43-22-00-00004.0250	\$ 53.87	1	ACCESS UNDETERMINED BOKEELIA, FL	SE 1/4 OF NE 1/4 OF NE 1/4 OF SE 1/4
32-43-22-00-00004.0260	\$ 111.30	1	ACCESS UNDETERMINED BOKEELIA, FL	NW 1/4 SE 1/4 OF NE 1/4 OF SE 1/4
32-43-22-00-00004.0270	\$ 106.57	1	ACCESS UNDETERMINED BOKEELIA, FL	NE 1/4 OF SE 1/4 OF NE 1/4 OF SE 1/4

32-43-22-00-00004.0280	\$ 110.61	1	ACCESS UNDETERMINED BOKEELIA, FL	SW 1/4 OF SE 1/4 OF NE 1/4 OF SE 1/4
32-43-22-00-00004.0290	\$ 104.34	1	ACCESS UNDETERMINED BOKEELIA, FL	SE 1/4 OF SE 1/4 OF NE 1/4 OF SE 1/4
32-43-22-00-00005.2650	\$ 153.79	1	6650 WOODOAK DR BOKEELIA, FL 33922	PARL IN NE 1/4 OF SW 1/4 AS DESC IN OR 2016 PG 1199
32-43-22-02-0000A.0010	\$ 24.09	1	6479 FULLER DR BOKEELIA, FL 33922	PAR LOC IN SE 1/4 OF SE 1/4 OF SW 1/4 AKA KREAMERS AVOCADO U/R UNIT II BLK A LOT 1
32-43-22-02-0000A.0140	\$ 24.82	1	6197 FULLER DR BOKEELIA, FL 33922	KREAMERS AVOCADO UNREC DESC IN OR 0880 PG 0426 LOT 14 BLK A
32-43-22-02-0000B.0030	\$ 22.82	1	6637 MONTERAY DR BOKEELIA, FL 33922	PARL IN SW 1/4 DESC IN OR 1048 PG 1450
32-43-22-02-0000B.0040	\$ 21.76	1	6615 MONTERAY DR BOKEELIA, FL 33922	PARL IN N1/2 OF SE1/4 OF SW1/4 SEC 32 DESC IN OR 523 PG 615 LES SPLITS AKA KREAMERS AVOCADO UNREC UNIT II BLK B LOT 4
32-43-22-02-0000B.0140	\$ 23.05	1	6417 MONTERAY DR BOKEELIA, FL 33922	FR S 1/4 COR TH N444 E227 POB TH N222 E99 S222 W99 POB AKA BLK B LT14 UT2 KRE
32-43-22-02-0000B.0170	\$ 22.20	1	6351 MONTERAY DR BOKEELIA, FL 33922	PARL IN S1/2 DESC IN OR1317/1162 AKA LT 17 BLK B UNIT II KREAMERS
32-43-22-02-0000B.0180	\$ 21.60	1	6329 MONTERAY DR BOKEELIA, FL 33922	PARL IN S1/2 DESC IN OR1317/1162 AKA LT 18 + 19 BLK B UNIT II KREAMERS
32-43-22-02-0000B.0200	\$ 21.70	1	6285 MONTERAY DR BOKEELIA, FL 33922	KREAMERS AVOCADO UN 2 U/R LOT 20 BLK B UNIT 2 DESC IN OR 523/615
32-43-22-02-0000B.0220	\$ 20.74	1	6241 MONTERAY DR BOKEELIA, FL 33922	KREAMERS AVOCADO UNREC BLK B LOT 22 DESC IN OR 1223 PG 1187
32-43-22-02-0000B.0260	\$ 22.08	1	6220 FULLER DR BOKEELIA, FL 33922	PARL IN SW 1/4 OF SE 1/4 DESC OR 2127 PG 1630 AKA BLK B LT 6 KREAMERS AVOCADO II

32-43-22-02-0000B.0300	\$ 23.40	1	6308 FULLER DR BOKEELIA, FL 33922	PARL IN SE 1/4 DESC IN OR 0642 PG 0240 AKA BLK B LOT 30
32-43-22-02-0000B.0330	\$ 21.85	1	6374 FULLER DR BOKEELIA, FL 33922	LT 33 BLK B UNIT II KREAMERS AVOCADO IN SEC 32 DESC OR 1335-0739
32-43-22-02-0000B.0360	\$ 22.03	1	6438 FULLER DR BOKEELIA, FL 33922	KREAMERS AVOCADO UT II DESC IN OR 1302 PG 0078 LOT 36 BLOCK B
32-43-22-02-0000B.0380	\$ 21.58	1	6478 FULLER DR BOKEELIA, FL 33922	PAR IN SW 1/4 OF SEC DESC OR 1563/1151 + OR 2583 PG 1584 AKA LTS 37 + 38 BLK B U-II KREA AVC
32-43-22-02-0000B.0390	\$ 24.96	1	6496 FULLER DR BOKEELIA, FL 33922	KREAMERS AVOCADO UT II UNR BLK B LOT 39 OR 1563 PG 1166
32-43-22-02-0000B.0420	\$ 21.47	1	6550 FULLER DR BOKEELIA, FL 33922	FR S 1/4 COR TH N222 W367 POB TH W99 N222 E99 S222 TO POB AKA BLK B LT42 UT2
32-43-22-02-0000C.0010	\$ 29.01	1	6681 HODGES DR BOKEELIA, FL 33922	PARL IN S1/2 SEC 32 AKA LOT 1 BLK C UNIT 2 DESC IN OR2211/2283
32-43-22-02-0000C.0020	\$ 22.13	1	6659 HODGES DR BOKEELIA, FL 33922	PARL IN S W 1/4 DESC IN OR 1172 PG 2059
32-43-22-02-0000C.0040	\$ 21.78	1	6615 HODGES DR BOKEELIA, FL 33922	PARL IN SW 1/4 DESC IN OR 1082 PG 2134
32-43-22-02-0000C.0050	\$ 22.16	1	6593 HODGES DR BOKEELIA, FL 33922	FR S 1/4 COR TH N888 W565 TO POB W99 N222 E99 S222 TO POB AKA BLK C LT5 UT2
32-43-22-02-0000C.0130	\$ 23.21	1	6439 HODGES DR BOKEELIA, FL 33922	FR S1/4 COR TH N888 TH E128 POB TH N222 E99 S222 W99 POB AKA BLK C LT13 UT2
32-43-22-02-0000C.0140	\$ 23.17	1	6411 HODGES DR BOKEELIA, FL 33922	PARL IN SW 1/4 OF SE 1/4 DESC IN OR 1614 PG 2172 AKA LOT 14 BLK C
32-43-22-02-0000C.0150	\$ 22.85	1	6395 HODGES DR BOKEELIA, FL 33922	PARL IN SW 1/4 OF SE 1/4 DESC IN OR 1614 PG 2170 AKA LOT 15 BLK C
32-43-22-02-0000C.0270	\$ 20.95	1	6240 MONTERAY DR BOKEELIA, FL 33922	PAR IN NE 1/4 OF SW 1/4 OF SE 1/4 AKA KREAMERS AVOCADO U/R UNIT II BLK C LOT 27

32-43-22-02-0000C.0280	\$ 43.17	1	6274 MONTERAY DR BOKEELIA, FL 33922	A PARCEL OF LAND IN SEC 32 TWP 43 R 22 AS DESC IN OR 1235 PG 318
32-43-22-02-0000C.0310	\$ 44.17	1	6346 MONTERAY DR BOKEELIA, FL 33922	FR S1/4 COR TH N666 E524 TO POB TH N222 E198 S222 W198 TO POB AKA KRAEMERS AVOCADO II BLK C LOTS 31 + 32
32-43-22-02-0000C.0370	\$ 44.28	1	6468 MONTERAY DR BOKEELIA, FL 33922	PARL IN SW 1/4 + SE 1/4 DESC IN OR 1129 PG 0226
32-43-22-02-0000C.0440	\$ 21.75	1	6594 MONTERAY DR BOKEELIA, FL 33922	FR S 1/4 COR TH N 666 W 565 POB TH W 99 TH N 222 TH E 99 TH S 222 TO POB AKA LOT 44
32-43-22-02-0000C.0460	\$ 22.39	1	6638 MONTERAY DR BOKEELIA, FL 33922	PARL IN SW 1/4 DESC IN OR 870/95 AKA KREAMERS U/R UT 2 BLK C LOT 46
32-43-22-02-0000C.0480	\$ 28.50	1	6682 MONTERAY DR BOKEELIA, FL 33922	KREAMERS AVOCADO UNIT 2 BLOCK C LOT 48 DESC IN OR 1041 PG 848
32-43-22-02-0000D.0010	\$ 23.96	1	6198 HODGES DR BOKEELIA, FL 33922	PARL IN SW 1/4 DESC IN OR 1041 PG 0846 AKA LT 1 BLK D KRMERS AVC U-2
32-43-22-02-0000D.0130	\$ 22.03	1	6460 HODGES DR BOKEELIA, FL 33922	PARL IN SW1/4 OF SE1/4 DESC IN OR 0857 PG 0612 AKA LOT 13 BLK D
32-43-22-02-0000D.0140	\$ 22.13	1	6470 HODGES DR BOKEELIA, FL 33922	PARL IN SE1/4 OF SW1/4 DESC IN OR 0880 PG 0431 AKA LOT 14 BLK D
32-43-22-02-0000D.0150	\$ 23.06	1	6480 HODGES DR BOKEELIA, FL 33922	PARL IN S E 1/4 OF S W 1/4 SEC 32 TWP 43 R 22 DESC IN OR 1221 P 127
32-43-22-02-0000D.0170	\$ 21.75	1	6528 HODGES DR BOKEELIA, FL 33922	FR S1/4 COR TH N1110 TH W268 TO POB W99 N221 E99 S221 POB AKA LT17 BLK D
32-43-22-02-0000D.0180	\$ 22.56	1	6550 HODGES DR BOKEELIA, FL 33922	PARL IN SW 1/4 DESC IN OR 1120 PG 2023
32-43-22-02-0000D.0190	\$ 20.71	1	6572 HODGES DR BOKEELIA, FL 33922	FR S1/4 COR TH N1110 TH W466 TO POB TH W99 TH N221 TH E99 TH S221 POB
32-43-22-02-0000D.0200	\$ 21.75	1	6594 HODGES DR BOKEELIA, FL 33922	PARL IN SW 1/4 DESC IN OR 1131 PG 2066

32-43-22-02-0000D.0210	\$ 21.31	1	6616 HODGES DR BOKEELIA, FL 33922	KREAMERS AVOCADO UT 2 UNRE OR 1606 PG 2247 LOT 21 BLK D
32-43-22-02-0000D.0220	\$ 22.07	1	6638 HODGES DR BOKEELIA, FL 33922	PARL IN SW 1/4 DESC IN OR 1092 PG 1176 AKA BLK D LOT 22 KREAMERS AVOCADO UNIT II UNREC
32-43-22-02-0000D.0240	\$ 28.41	1	6682 HODGES DR BOKEELIA, FL 33922	PARL IN SW 1/4 DESC IN OR 1936 PG 3864
32-43-22-02-0000D.0250	\$ 28.82	1	CORNER LOT BOKEELIA, FL 33922	PAR IN SW 1/4 OF NE 1/4 OF SW 1/4 AKA KREAMERS AVOCADO U/R UNIT II BLK D LOT 25
32-43-22-02-0000D.0260	\$ 21.99	1	6659 WOODOAK DR BOKEELIA, FL 33922	PARL IN SW 1/4 DESC IN OR 1644/2205 AKA KREAMERS AVOCADO SUB UNIT II BLK D LOT 26
32-43-22-02-0000E.0030	\$ 23.92	1	6681 FULLER DR BOKEELIA, FL 33922	PARL IN S 1/2 SEC 32 DESC IN OR 1326 PG 1198 AKA BLK E UNIT II LOT 3
32-43-22-02-0000E.0060	\$ 25.12	1	6617 FULLER DR BOKEELIA, FL 33922	FR S1/4 COR RUN W-691.50 FT TO POB TH W-105 FT N-222 FT E-105 FT S-222 FT DESC IN OR 2138/2805 A/K/A BLK E LOT 6
32-43-22-02-0000E.0070	\$ 25.54	1	6595 FULLER DR BOKEELIA, FL 33922	KREAMERS AVOCADO UNIT II BLK E LOT 7 DESC OR 3107 PG 3425
32-43-22-02-0000E.0100	\$ 30.73	1	6527 FULLER DR BOKEELIA, FL 33922	PARL IN SW 1/4 DESC IN OR 1083 PG 1739 AKA KREAMERS AVOCADO SEC II BLK E LOT 10
32-43-22-02-0000G.0040	\$ 20.81	1	6726 MONTERAY DR BOKEELIA, FL 33922	PARL IN SW 1/4 DESC IN OR 1135 PG 0914
32-43-22-02-0000H.0030	\$ 49.02	1	6716 HODGES DR BOKEELIA, FL 33922	TRACT OF LND CONTAINING 1.17 AC M/L IN S 1/2 PER OR 1556 PG 1868
32-43-22-02-0000I.0010	\$ 22.33	1	6725 TERRI DR BOKEELIA, FL 33922	PARL IN NE 1/4 OF SW 1/4 DESC IN OR 1689 PG 2278 LOT 1 BLK I UNIT II
32-43-22-02-0000K.0010	\$ 24.03	1	6718 ROCKAWAY DR BOKEELIA, FL 33922	PARL NE 1/4 OF SW 1/4 DESC OR 2130 PG 2617 AKA LT 1 BLK K KREAMER AVOC II
32-43-22-02-0000K.0020	\$ 23.66	1	6694 ROCKAWAY DR BOKEELIA, FL 33922	PARL IN S W 1/4 DESC IN OR 1169 PG 0560

32-43-22-02-000K0.0030	\$ 21.78	1	6682 ROCKAWAY DR BOKEELIA, FL 33922	PARL IN NE 1/4 OF SW 1/4 DESC IN OR 1738 PG 1569 LOT 3 BLK K UNIT II
32-43-22-02-000K0.0060	\$ 45.75	1	6616 ROCKAWAY DR BOKEELIA, FL 33922	PARL IN SW 1/4 E 1/2 OF DESC IN OR 1159 PG 0102
32-43-22-02-000K0.0100	\$ 22.15	1	6550 ROCKAWAY DR BOKEELIA, FL 33922	FR S 1/4 COR TH W349 TO POB TH S222 W97 N222 E97 POB AKA BLK K LT10 UT2 KRE
32-43-22-02-000K0.0110	\$ 23.26	1	15495 PEMBROOKE RD BOKEELIA, FL 33922	FR CTR OF SEC N220 TO POB TH S221 TH W129 TH N221 TH E129 AKA BLK K LT11 KREAMERS AVOCADO UNIT II
32-43-22-02-000L0.0050	\$ 21.83	1	6607 ROCKAWAY DR BOKEELIA, FL 33922	PARL NE 1/4 OF SE 1/4 DESC OR 2130 PG 2582 AKA LT 5 BLK L KREAMER AVOC II
32-43-22-02-000L0.0060	\$ 22.28	1	6551 ROCKAWAY DR BOKEELIA, FL 33922	KREAMERS AVOCADO UNREC DESC OR 2567 PG 0418 AKA BLK L LT 6 UT 2
32-43-22-02-000L0.0070	\$ 53.95	1	6531 ROCKAWAY DR BOKEELIA, FL 33922	PARL IN SW 1/4 DESC IN OR 0929 PG 0838 AKA KREAMERS AVOCADO SECT 2 UNREC BLK L LOTS 7 + 8
32-43-22-02-000L0.0090	\$ 31.23	1	6514 TERRI DR BOKEELIA, FL 33922	FR CENTER OF SEC RUN W 220 S 443.33 TO POB S 222 W 139.93 N 222 E 139.63 TO POB DESC IN OR 1144 PG 1035 AKA LOT 9 BLK L KREAMERS AVOCADO SECT 2 UNREC
32-43-22-02-000L0.0100	\$ 21.91	1	6550 TERRI DR BOKEELIA, FL 33922	PARL IN SEC 32 TWP 43 R 22 DESC IN OR 1281 PG 1808
32-43-22-02-000L0.0110	\$ 21.28	1	6572 TERRI DR BOKEELIA, FL 33922	PARL IN DESC IN DESC IN OR 1043 PG 1118
32-43-22-02-000L0.0120	\$ 22.05	1	6594 TERRI DR BOKEELIA, FL 33922	PARL IN SW 1/4 DESC IN OR 0773 PG 0157 AKA LT 12 BLK L
32-43-22-02-000L0.0130	\$ 20.81	1	6614 TERRI DR BOKEELIA, FL 33922	PARL IN SW 1/4 DESC IN OR 0920 PG 0060

32-43-22-02-000M0.0010	\$ 31.59	1	6515 TERRI DR BOKEELIA, FL 33922	PARL IN SW 1/4 DESC IN OR 1103 PG 0582
32-43-22-02-000M0.0020	\$ 21.99	1	6551 TERRI DR BOKEELIA, FL 33922	PAR IN SE 1/4 OF NE 1/4 OF SW 1/4 AKA KREAMERS AVOCADO U/R UNIT II BLK M LOT 2
32-43-22-02-000M0.0040	\$ 22.10	1	6593 TERRI DR BOKEELIA, FL 33922	PARL IN S 1/2 SEC 32 DESC IN OR 1782/3344 AKA LOT 4 BLK M KREAMERS U-2
32-43-22-02-000M0.0050	\$ 43.76	1	6625 TERRI DR BOKEELIA, FL 33922	PARL IN NE 1/4 OF SW 1/4 SEC 32 TWP 43 RGE 22 DESC IN OR 1323 PG 0397
32-43-22-02-000M0.0090	\$ 28.42	1	6682 WOODOAK DR BOKEELIA, FL 33922	FR CTR OF SEC TH W220 S867 W740 TO POB TH S222 W130 N222 E130POB AKA BLK N LT9
32-43-22-02-000N0.0020	\$ 22.36	1	15494 PEMBROOKE RD BOKEELIA, FL 33922	PARL DESC OR 1583 PG 1277 AKA LT 2 BLK N UT 2
32-43-22-02-000N0.0030	\$ 22.53	1	15474 PEMBROOKE RD BOKEELIA, FL 33922	PARL IN SW 1/4 DESC IN OR 1131 PG 2067 AKA LT 3
32-43-22-02-000N0.0040	\$ 22.38	1	15454 PEMBROOKE RD BOKEELIA, FL 33922	PARL IN SW 1/4 DESC IN OR 1131 PG 2062
32-43-22-02-000N0.0050	\$ 22.98	1	15434 PEMBROOKE RD BOKEELIA, FL 33922	FR CTR OF SEC TH S397 TO POB TH S98 W220 N98 E220 TO POB AKA LOT 5
32-43-22-02-000N0.0060	\$ 22.82	1	15414 PEMBROOKE RD BOKEELIA, FL 33922	FR CTR OF SEC TH S495 TO POB TH S98 W220 N98 E220 POB AKA LOT 6
32-43-22-02-000N0.0070	\$ 22.06	1	15394 PEMBROOKE RD BOKEELIA, FL 33922	FR CTR OF SEC TH S593 TO POB TH S98 N220 N98 E220 POB AKA LOT 7
32-43-22-02-000N0.0080	\$ 23.08	1	ACCESS UNDETERMINED BOKEELIA, FL	PAR IN SE 1/4 OF NE 1/4 OF SW 1/4 AKA KREAMERS AVOCADO U/R UNIT II BLK N LOT 8
32-43-22-02-000N0.0090	\$ 28.28	1	ACCESS UNDETERMINED BOKEELIA, FL	FR CENT SEC TH S789 TO POB TH S98 TH W220 TH N98 TH E220 TO POB AKA LT9
32-43-22-06-00000.2380	\$ 22.60	1	15019 BIMINI WAY BOKEELIA, FL 33922	KREAMERS AVOCADO UNIT 4A U/R LOT 238 FR SW COR SEC E 660 FT TO POB TH N 100 FT E 220 FT S 100 FT W 220 FT TO POB

32-43-22-06-00000.2390	\$ 22.74	1	15039 BIMINI WAY BOKEELIA, FL 33922	N 100 FT OF S 200 FT OF E 220 FT OF W 1100 FT
32-43-22-06-00000.2410	\$ 22.95	1	15079 BIMINI WAY BOKEELIA, FL 33922	N 100 FT OF S 400 FT OF E 220 FT OF W 1100 FT
32-43-22-06-00000.2430	\$ 22.21	1	15119 BIMINI WAY BOKEELIA, FL 33922	N 100 FT OF S 600 FT OF E 220 FT OF W 1100 FT
32-43-22-06-00000.2440	\$ 22.99	1	15139 BIMINI WAY BOKEELIA, FL 33922	TH N 100 FT OF S 700 FT OF E 220 FT OF W 1100 FT
32-43-22-06-00000.2450	\$ 22.97	1	15159 BIMINI WAY BOKEELIA, FL 33922	TH N 100 FT OF S 800 FT OF E 220 FT OF W 1100 FT
32-43-22-06-00000.2470	\$ 24.38	1	15195 BIMINI WAY BOKEELIA, FL 33922	KREAMERS AVOCADO UNIT 4A U/R LOT 247 FR SW COR SEC E 880 FT TH N 900 FT TO POB TH N 100 FT W 220 FT S 100 FT E 220 FT TO POB
32-43-22-06-00000.2480	\$ 23.45	1	15219 BIMINI WAY BOKEELIA, FL 33922	N 100 FT OF S 1100 FT OF E 220 FT OF W 1100 FT
32-43-22-06-00000.2500	\$ 32.07	1	15241 BIMINI WAY BOKEELIA, FL 33922	N 130 FT OF S 1330 FT OF E 220 FT OF W 1100 FT LOT 250 UNIT IV A
32-43-22-06-00000.2550	\$ 23.19	1	15359 BIMINI WAY BOKEELIA, FL 33922	N 100 FT OF S 1860 FT OF E 220 FT OF W 1100 FT LT 255 UT 4-A
32-43-22-06-00000.2560	\$ 23.62	1	15379 BIMINI WAY BOKEELIA, FL 33922	N 100 FT OF S 1960 FT OF E 220 FT OF W 1100 FT
32-43-22-06-00000.2600	\$ 23.56	1	15459 BIMINI WAY BOKEELIA, FL 33922	PARL IN SW 1/4 DESC IN OR 1195 PG 1017
32-43-22-06-00000.2640	\$ 27.63	1	6760 ROCKAWAY DR BOKEELIA, FL 33922	PARL IN N W 1/4 OF S W 1/4 SEC 32 TWP 43 RGE 22 DESC IN OR 1404 PG 1563
32-43-22-06-00000.2700	\$ 25.26	1	15240 BIMINI WAY BOKEELIA, FL 33922	PARL IN SW 1/4 OF SW 1/4 DESC IN OR 1730 PG 3815 LOT 270 UN IV A
32-43-22-06-00000.2730	\$ 25.05	1	6745 MONTERAY DR BOKEELIA, FL 33922	PAR NW1/4 OF SW1/4 DESC OR2949/413 AKA KREAMERS AVOCADO UT IV-A LOT 273

32-43-22-06-00000.2740	\$ 23.91	1	15068 BIMINI WAY BOKEELIA, FL 33922	PARL IN S W 1/4 AS DESC IN OR 1151 PG 0404
32-43-22-06-00000.2760	\$ 26.07	1	6737 FULLER DR BOKEELIA, FL 33922	FR NE COR OF NW1/4 OF SW1/ 4 S2443 TO POB S222 W120 N222 E120 POB AKA LT 276
32-43-22-06-00000.2780	\$ 24.82	1	6739 MONTERAY DR BOKEELIA, FL 33922	PARL IN W 1/2 OF SW 1/4 DESC IN OR 1734 PG 2382 LOT 278 UNIT IV-A
32-43-22-06-00000.2790	\$ 24.07	1	6738 MONTERAY DR BOKEELIA, FL 33922	PARL IN W 1/2 OF SW 1/4 AS DESC IN OR 1847 PG 1859 AKA LOT 279 UNIT IV-A
33-43-22-00-00001.0010	\$ 1,348.04	1	ACCESS UNDETERMINED BOKEELIA, FL	W 660 FT OF S 1320 FT OF GOVT LOT 2 SECT 33 OR 2125 PG 2302
	\$ 73,336.72			

SA165 IONA SHORES WATERLINE MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
36-45-23-01-00007.0000	\$ 369.48	1	12747 CHATHAM DR FORT MYERS, FL 33908	IONA SHORES UNIT 1 PB 9 PG 110 LOT 7
36-45-23-01-00010.0000	\$ 369.48	1	12746 CHATHAM DR FORT MYERS, FL 33908	IONA SHORES UNIT 1 PB 9 PG 110 LOTS PT 10 + 11 ELY 60 FT LT 10 + WLY 30 FT LT 11
36-45-23-01-00016.0000	\$ 369.48	1	12755 BREWSTER DR FORT MYERS, FL 33908	IONA SHORES UNIT 1 PB 9 PG 110 LOT 16
36-45-23-01-00019.0000	\$ 369.48	1	12768 BREWSTER DR FORT MYERS, FL 33908	IONA SHORES UNIT 1 PB 9 PG 110 LOT 19 LESS ELY 5 FT.
36-45-23-01-00029.0000	\$ 369.48	1	15071 BAIN RD FORT MYERS, FL 33908	IONA SHORES UNIT 1 PB 9 PG 110 W 1/2 LOT 28+ ALL OF LOT 29
36-45-23-01-00031.0000	\$ 369.48	1	12730 DENNIS DR FORT MYERS, FL 33908	IONA SHORES UNIT 1 PB 9 PG 110 ALL LOT 31+ E 10 FT LOT 32
36-45-23-01-00032.0000	\$ 369.48	1	12742 DENNIS DR FORT MYERS, FL 33908	IONA SHORES UNIT 1 PB 9 PG 110 THE ELY 20FT LOT 33 + WLY 80 FT LOT 32
36-45-23-09-00000.0010	\$ 369.48	1	15150 BAIN RD FORT MYERS, FL 33908	MAI TAI ESTATES UNREC OR 969 PG 420 LTS 1 + 2 + 1/2 INT IN LT 11
36-45-23-09-00000.0040	\$ 369.48	1	15164 BAIN RD FORT MYERS, FL 33908	MAI TAI EST UNREC OR 969 PG 420 LT 4 + 1/4 INT LT 11 + 1/6 INT LOT 9
	\$ 3,325.32			

SA300 MCGREGOR ISLES CANAL CHANNEL DREDGE MSBU ASS

STRAP	SA Units	Rate	Site Address
16-45-24-09-00000.1090	\$ 364.52		560 KEENAN AVE 1 FORT MYERS, FL 33919
16-45-24-09-00000.1140	\$ 364.52		540 KEENAN AVE 1 FORT MYERS, FL 33919
16-45-24-09-00000.1160	\$ 364.52		530 KEENAN AVE 1 FORT MYERS, FL 33919
16-45-24-09-00000.1170	\$ 364.52		510 KEENAN AVE 1 FORT MYERS, FL 33919
16-45-24-09-00000.1190	\$ 364.52		506 KEENAN AVE 1 FORT MYERS, FL 33919
16-45-24-09-00000.1210	\$ 364.52		492 KEENAN CT 1 FORT MYERS, FL 33919
16-45-24-09-00000.1240	\$ 364.52		482 KEENAN CT 1 FORT MYERS, FL 33919
16-45-24-09-00000.1260	\$ 364.52		468 KEENAN CT 1 FORT MYERS, FL 33919
16-45-24-09-00000.1280	\$ 364.52		460 KEENAN CT 1 FORT MYERS, FL 33919
16-45-24-09-00000.1290	\$ 364.52		465 KEENAN CT 1 FORT MYERS, FL 33919
16-45-24-09-00000.1310	\$ 364.52		477 KEENAN CT 1 FORT MYERS, FL 33919

16-45-24-09-00000.1320	\$	364.52	491 KEENAN CT 1 FORT MYERS, FL 33919
16-45-24-09-00000.1330	\$	364.52	500 KEENAN AVE 1 FORT MYERS, FL 33919
16-45-24-09-00000.1360	\$	364.52	494 KEENAN AVE 1 FORT MYERS, FL 33919
16-45-24-09-00000.1370	\$	364.52	490 KEENAN AVE 1 FORT MYERS, FL 33919
16-45-24-09-00000.1380	\$	364.52	486 KEENAN AVE 1 FORT MYERS, FL 33919
16-45-24-09-00000.1390	\$	364.52	482 KEENAN AVE 1 FORT MYERS, FL 33919
16-45-24-10-00000.0800	\$	364.52	439 PRATHER DR 1 FORT MYERS, FL 33919
16-45-24-10-00000.0810	\$	364.52	5988 BAKER CT 1 FORT MYERS, FL 33919
16-45-24-10-00000.0820	\$	364.52	5980 BAKER CT 1 FORT MYERS, FL 33919
16-45-24-10-00000.0850	\$	364.52	5958 BAKER CT 1 FORT MYERS, FL 33919
16-45-24-10-00000.0860	\$	364.52	5939 BAKER CT 1 FORT MYERS, FL 33919

16-45-24-10-00000.0870	\$	273.39	5943 BAKER CT 1 FORT MYERS, FL 33919
16-45-24-10-00000.0880	\$	364.52	5957 BAKER CT 1 FORT MYERS, FL 33919
16-45-24-10-00000.0890	\$	364.52	5965 BAKER CT 1 FORT MYERS, FL 33919
16-45-24-10-00000.0900	\$	364.52	5973 BAKER CT 1 FORT MYERS, FL 33919
16-45-24-10-00000.0920	\$	364.52	5985 BAKER CT 1 FORT MYERS, FL 33919
16-45-24-10-00000.0940	\$	364.52	497 PRATHER DR 1 FORT MYERS, FL 33919
16-45-24-10-00000.0950	\$	364.52	5980 ADELE CT 1 FORT MYERS, FL 33919
16-45-24-10-00000.0960	\$	364.52	5974 ADELE CT 1 FORT MYERS, FL 33919
16-45-24-10-00000.0970	\$	364.52	5970 ADELE CT 1 FORT MYERS, FL 33919
16-45-24-10-00000.0980	\$	364.52	5966 ADELE CT 1 FORT MYERS, FL 33919
16-45-24-10-00000.0990	\$	273.39	5965 ADELE CT 1 FORT MYERS, FL 33919
16-45-24-10-00000.1000	\$	273.39	5973 ADELE CT 1 FORT MYERS, FL 33919

16-45-24-10-00000.1010	\$	364.52	5981 ADELE CT 1 FORT MYERS, FL 33919
16-45-24-10-00000.1020	\$	364.52	515 PRATHER DR 1 FORT MYERS, FL 33919
16-45-24-10-00000.1060	\$	364.52	535 PRATHER DR 1 FORT MYERS, FL 33919
16-45-24-10-00000.1070	\$	364.52	545 PRATHER DR 1 FORT MYERS, FL 33919
16-45-24-11-00000.1440	\$	364.52	450 KEENAN AVE 1 FORT MYERS, FL 33919
16-45-24-11-00000.1450	\$	364.52	438 KEENAN AVE 1 FORT MYERS, FL 33919
16-45-24-11-00000.1480	\$	364.52	410 KEENAN AVE 1 FORT MYERS, FL 33919
16-45-24-11-00000.1540	\$	364.52	380 KEENAN AVE 1 FORT MYERS, FL 33919
16-45-24-11-00000.1580	\$	364.52	407 KEENAN AVE 1 FORT MYERS, FL 33919
16-45-24-11-00000.1590	\$	364.52	411 KEENAN AVE 1 FORT MYERS, FL 33919
16-45-24-11-00000.1620	\$	364.52	441 KEENAN AVE 1 FORT MYERS, FL 33919
16-45-24-13-00000.0170	\$	364.52	379 SNOW DR 1 FORT MYERS, FL 33919

16-45-24-13-00000.0180	\$	273.39	385 SNOW DR 1 FORT MYERS, FL 33919
16-45-24-13-00000.0260	\$	364.52	414 SNOW DR 1 FORT MYERS, FL 33919
16-45-24-13-00000.0290	\$	273.39	398 SNOW DR 1 FORT MYERS, FL 33919
16-45-24-13-00000.0300	\$	364.52	392 SNOW DR 1 FORT MYERS, FL 33919
16-45-24-13-00000.0310	\$	364.52	386 SNOW DR 1 FORT MYERS, FL 33919
16-45-24-13-00000.0320	\$	364.52	329 PRATHER DR 1 FORT MYERS, FL 33919
16-45-24-13-00000.0340	\$	364.52	381 PARKWAY CT 1 FORT MYERS, FL 33919
16-45-24-13-00000.0350	\$	364.52	383 PARKWAY CT 1 FORT MYERS, FL 33919
16-45-24-13-00000.0360	\$	364.52	385 PARKWAY CT 1 FORT MYERS, FL 33919
16-45-24-13-00000.0370	\$	364.52	393 PARKWAY CT 1 FORT MYERS, FL 33919
16-45-24-13-00000.0400	\$	364.52	413 PARKWAY CT 1 FORT MYERS, FL 33919
16-45-24-13-00000.0440	\$	364.52	416 PARKWAY CT 1 FORT MYERS, FL 33919

16-45-24-13-00000.0460	\$	364.52	408 PARKWAY CT 1 FORT MYERS, FL 33919
16-45-24-13-00000.0480	\$	364.52	392 PARKWAY CT 1 FORT MYERS, FL 33919
16-45-24-13-00000.0490	\$	364.52	386 PARKWAY CT 1 FORT MYERS, FL 33919
16-45-24-13-00000.0500	\$	364.52	343 PRATHER DR 1 FORT MYERS, FL 33919
16-45-24-13-00000.0550	\$	364.52	397 NORWOOD CT 1 FORT MYERS, FL 33919
16-45-24-13-00000.0560	\$	364.52	405 NORWOOD CT 1 FORT MYERS, FL 33919
16-45-24-13-00000.0590	\$	364.52	421 NORWOOD CT 1 FORT MYERS, FL 33919
16-45-24-13-00000.0600	\$	364.52	428 NORWOOD CT 1 FORT MYERS, FL 33919
16-45-24-13-00000.0610	\$	364.52	422 NORWOOD CT 1 FORT MYERS, FL 33919
16-45-24-13-00000.0630	\$	364.52	414 NORWOOD CT 1 FORT MYERS, FL 33919
16-45-24-13-00000.0640	\$	364.52	408 NORWOOD CT 1 FORT MYERS, FL 33919

16-45-24-13-00000.0680	\$	364.52	357 PRATHER DR 1 FORT MYERS, FL 33919
16-45-24-13-00000.0700	\$	364.52	365 PRATHER DR 1 FORT MYERS, FL 33919
16-45-24-13-00000.0710	\$	364.52	369 PRATHER DR 1 FORT MYERS, FL 33919
16-45-24-13-00000.0720	\$	273.39	375 PRATHER DR 1 FORT MYERS, FL 33919
16-45-24-13-00000.0740	\$	364.52	405 PRATHER DR 1 FORT MYERS, FL 33919
16-45-24-13-00000.0750	\$	364.52	411 PRATHER DR 1 FORT MYERS, FL 33919
16-45-24-46-00000.0030	\$	364.52	12110 VIA DEL FONTANA WAY 1 FORT MYERS, FL 33919
16-45-24-46-00000.0040	\$	364.52	12100 VIA DEL FONTANA WAY 1 FORT MYERS, FL 33919
	\$	27,521.26	

ASSESSMENT ROLL

Legal Description

MCGREGOR ISLES UNIT 1
PB 12 PG 24
LOT 109

MCGREGOR ISLES UNIT 1
PB 12 PG 24
LOT 114

MCGREGOR ISLES UNIT 1
PB 12 PG 24
LOT 116

MCGREGOR ISLES UNIT 1
PB 12 PG 24
LOT 117

MCGREGOR ISLES UNIT 1
PB 12 PG 24
LOT 119

MCGREGOR ISLES UNIT 1
PB 12 PG 24
LOT 121

MCGREGOR ISLES UNIT 1
PB 12 PG 24
LOT 124

MCGREGOR ISLES UNIT 1
PB 12 PG 24
LOT 126

MCGREGOR ISLES UNIT 1
PB 12 PG 24
LOT 128

MCGREGOR ISLES UNIT 1
PB 12 PG 24
LOT 129

MCGREGOR ISLES UNIT 1
PB 12 PG 24
LOT 131

MCGREGOR ISLES UNIT 1
PB 12 PG 24
LOT 132

MCGREGOR ISLES UNIT 1
PB 12 PG 24
LOT 133

MCGREGOR ISLES UNIT 1
PB 12 PG 24
LOT 136

MCGREGOR ISLES UNIT 1
PB 12 PG 24
LOT 137

MCGREGOR ISLES UNIT 1
PB 12 PG 24
LOT 138

MCGREGOR ISLES UNIT 1
PB 12 PG 24
LOT 139

MCGREGOR ISLES UNIT 2
PB 12 PG 140
LOT 80

MCGREGOR ISLES UNIT 2
PB 12 PG 140
LOT 81

MCGREGOR ISLES UNIT 2
PB 12 PG 140
LOT 82

MCGREGOR ISLES UNIT 2
PB 12 PG 140
LOT 85

MCGREGOR ISLES UNIT 2
PB 12 PG 140
LOT 86

MCGREGOR ISLES UNIT 2
PB 12 PG 140
LOT 87

MCGREGOR ISLES UNIT 2
PB 12 PG 140
LOT 88

MCGREGOR ISLES UNIT 2
PB 12 PG 140
LOT 89

MCGREGOR ISLES UNIT 2
PB 12 PG 140
LOT 90

MCGREGOR ISLES UNIT 2
PB 12 PG 140
LOT 92

MCGREGOR ISLES UNIT 2
PB 12 PG 140
LOT 94

MCGREGOR ISLES UNIT 2
PB 12 PG 140
LOT 95

MCGREGOR ISLES UNIT 2
PB 12 PG 140
LOT 96

MCGREGOR ISLES UNIT 2
PB 12 PG 140
LOT 97

MCGREGOR ISLES UNIT 2
PB 12 PG 140
LOT 98

MCGREGOR ISLES UNIT 2
PB 12 PG 140
LOT 99

MCGREGOR ISLES UNIT 2
PB 12 PG 140
LOT 100

MCGREGOR ISLES UNIT 2
PB 12 PG 140
LOT 101

MCGREGOR ISLES UNIT 2
PB 12 PG 140
LOT 102
MCGREGOR ISLES UNIT 2
PB 12 PG 140 LOT 106 LESS
PT RETAINED OR 984/635

MC GREGOR ISLES UT 1 + 2
PB 12 PGS 24 + 140 LOT 107+108
PT LOT 106 OR 1285/1445
MCGREGOR ISLES UNIT 3
PB 13 PG 24
LOT 144

MCGREGOR ISLES UNIT 3
PB 13 PG 24
LOT 145

MCGREGOR ISLES UNIT 3
PB 13 PG 24 LOT 148 +
PT 147 TH W 1/2 LOT 147

MCGREGOR ISLES UNIT 3
PB 13 PG 24
LOTS 153 + 154

MC GREGOR ISLES U 3
PB 13 PG 24 ELY 92 FT
LT 158 + WLY 8 FT LT 159

MCGREGOR ISLES UNIT 3
PB 13 PG 24 ELY 92 FT
LOT 159 + WLY 8 FT LOT 160

MCGREGOR ISLES UNIT 3
PB 13 PG 24
LOT 162

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 17

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 18

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 26

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 29

MC GREGOR ISLES UNIT 4
PB 17 PG 114
LOT 30

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 31

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 32

MCGREGOR ISLES UNIT 4
PB 17 PG 114 PT LOTS 33+34
LESS PARL .0330

MC GREGOR ISLES UNIT 4
PB 17 PG 114
LOT 35

MC GREGOR ISLES UNIT 4
PB 17 PG 114
LOT 36

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 37

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 40

MCGEGOR ISLES UNIT 4
PB 17 PG 114
LOT 44

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 46

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 48

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 49

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 50

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 55

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 56

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 59

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 60

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 61

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 63

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 64

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 68

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 70
MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 71

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 72

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 74

MCGREGOR ISLES UNIT 4
PB 17 PG 114
LOT 75

TREVI
PLAT BOOK 78 PAGE 69
LOT 3
TREVI
PLAT BOOK 78 PAGE 69
LOT 4



Lee County Property Appraiser

SA300 MCGREGOR ISLES CANAL CHANNEL DREDGE MSBU

STRAP	DOR Code	SA Units	CEUnits	Frontage	Depth	Unit Of Measure
16-45-24-09-00000.1090	01	364.52	0	83	157	LT
16-45-24-09-00000.1100	01			85	158	LT
16-45-24-09-00000.1110	01			107	148	LT
16-45-24-09-00000.1120	01			87	132	LT
16-45-24-09-00000.1130	01			87	132	LT
16-45-24-09-00000.1140	01	364.52	0	85	129	LT
16-45-24-09-00000.1150	01			87	130	LT
16-45-24-09-00000.1160	01	364.52	0	80	125	LT
16-45-24-09-00000.1170	01	364.52	0	85	125	LT
16-45-24-09-00000.1180	01			85	125	LT
16-45-24-09-00000.1190	01	364.52	0	77	125	LT
16-45-24-09-00000.1200	01			77	125	LT
16-45-24-09-00000.1210	01	364.52	0	82	125	LT
16-45-24-09-00000.1220	01			78	125	LT
16-45-24-09-00000.1230	01			78	125	LT
16-45-24-09-00000.1240	01	364.52	0	78	125	LT
16-45-24-09-00000.1250	01			78	125	LT
16-45-24-09-00000.1260	01	364.52	0	86	114	LT
16-45-24-09-00000.1270	01			121	131	LT
16-45-24-09-00000.1280	01	364.52	0	119	143	LT
16-45-24-09-00000.1290	01	364.52	0	101	140	LT
16-45-24-09-00000.1300	01			105	130	LT
16-45-24-09-00000.1310	01	364.52	0	100	116	LT
16-45-24-09-00000.1320	00	364.52	0	100	142	LT
16-45-24-09-00000.1330	01	364.52	0	100	145	LT
16-45-24-09-00000.1340	01	0	0	138	129	LT
16-45-24-09-00000.1350	01			80	125	LT
16-45-24-09-00000.1360	01	364.52	0	99	125	LT
16-45-24-09-00000.1370	01	364.52	0	100	150	LT
16-45-24-09-00000.1380	01	364.52	0	100	145	LT
16-45-24-09-00000.1390	00	364.52	0	80	125	LT
16-45-24-09-00000.1400	01			80	133	LT
16-45-24-09-00000.1410	01			89	152	LT
16-45-24-09-00000.1420	01			89	144	LT
16-45-24-09-00000.1430	01			90	129	LT
16-45-24-10-00000.0800	01	364.52	0	93	150	LT
16-45-24-10-00000.0810	01	364.52	0	93	150	LT
16-45-24-10-00000.0820	01	364.52	0	0	0	LT
16-45-24-10-00000.0830	01			0	0	LT

16-45-24-10-00000.0840	01			0	0	LT
16-45-24-10-00000.0850	01	364.52	0	125	120	LT
16-45-24-10-00000.0860	01	364.52	0	105	140	LT
16-45-24-10-00000.0870	01	273.39	0	103	115	LT
16-45-24-10-00000.0880	01	364.52	0	99	120	LT
16-45-24-10-00000.0890	01	364.52	0	0	0	LT
16-45-24-10-00000.0900	01	364.52	0	0	0	LT
16-45-24-10-00000.0910	01			0	0	LT
16-45-24-10-00000.0920	01	364.52	0	93	140	LT
16-45-24-10-00000.0930	01	0	0	90	147	LT
16-45-24-10-00000.0940	01	364.52	0	90	147	LT
16-45-24-10-00000.0950	01	364.52	0	93	140	LT
16-45-24-10-00000.0960	01	364.52	0	106	100	LT
16-45-24-10-00000.0970	01	364.52	0	125	127	LT
16-45-24-10-00000.0980	01	364.52	0	129	156	LT
16-45-24-10-00000.0990	01	273.39	0	120	110	LT
16-45-24-10-00000.1000	01	273.39	0	90	132	LT
16-45-24-10-00000.1010	01	364.52	0	80	170	LT
16-45-24-10-00000.1020	01	364.52	0	80	170	LT
16-45-24-10-00000.1030	01			75	130	LT
16-45-24-10-00000.1040	01			80	125	LT
16-45-24-10-00000.1050	01			80	125	LT
16-45-24-10-00000.1060	01	364.52	0	82	125	LT
16-45-24-10-00000.1070	01	364.52	0	0	0	LT
16-45-24-11-00000.1440	01	364.52	0	98	152	LT
16-45-24-11-00000.1450	01	364.52	0	106	150	LT
16-45-24-11-00000.1460	01			106	125	LT
16-45-24-11-00000.1480	01	364.52	0	120	140	LT
16-45-24-11-00000.1490	00	0	0	80	150	LT
16-45-24-11-00000.1500	01			0	0	LT
16-45-24-11-00000.1520	01			98	140	LT
16-45-24-11-00000.1540	01	364.52	0	0	0	UT
16-45-24-11-00000.1550	01			0	0	UT
16-45-24-11-00000.1570	00			0	0	UT
16-45-24-11-00000.1580	01	364.52	0	0	0	UT
16-45-24-11-00000.1590	01	364.52	0	0	0	UT
16-45-24-11-00000.1600	01			0	0	UT
16-45-24-11-00000.1610	01			0	0	UT
16-45-24-11-00000.1620	01	364.52	0	0	0	UT
16-45-24-11-00000.1630	01			0	0	LT
16-45-24-13-00000.0160	01			87	239	LT
16-45-24-13-00000.0170	01	364.52	0	87	152	LT
16-45-24-13-00000.0180	01	273.39		87	138	LT
16-45-24-13-00000.0190	00			87	144	LT

16-45-24-13-00000.0200	01			87	150	LT
16-45-24-13-00000.0210	01			95	145	LT
16-45-24-13-00000.0220	01			90	150	LT
16-45-24-13-00000.0230	01			110	150	LT
16-45-24-13-00000.0240	01			103	139	LT
16-45-24-13-00000.0250	01			103	125	LT
16-45-24-13-00000.0260	01	364.52	0	86	125	LT
16-45-24-13-00000.0270	01			86	135	LT
16-45-24-13-00000.0280	01			86	140	LT
16-45-24-13-00000.0290	01	273.39	0	86	140	LT
16-45-24-13-00000.0300	01	364.52	0	86	130	LT
16-45-24-13-00000.0310	01	364.52	0	93	147	LT
16-45-24-13-00000.0320	01	364.52	0	93	149	LT
16-45-24-13-00000.0330	01			85	100	LT
16-45-24-13-00000.0340	01	364.52	0	98	75	LT
16-45-24-13-00000.0350	01	364.52	0	86	130	LT
16-45-24-13-00000.0360	01	364.52	0	84	140	LT
16-45-24-13-00000.0370	01	364.52	0	85	140	LT
16-45-24-13-00000.0380	01			85	140	LT
16-45-24-13-00000.0390	01			85	128	LT
16-45-24-13-00000.0400	01	364.52	0	93	115	LT
16-45-24-13-00000.0410	01			90	115	LT
16-45-24-13-00000.0420	01			90	155	LT
16-45-24-13-00000.0430	00			90	150	LT
16-45-24-13-00000.0440	01	364.52	0	92	124	LT
16-45-24-13-00000.0450	01			85	140	LT
16-45-24-13-00000.0460	01	364.52	0	85	140	LT
16-45-24-13-00000.0470	01			85	140	LT
16-45-24-13-00000.0480	01	364.52	0	86	130	LT
16-45-24-13-00000.0490	01	364.52	0	93	147	LT
16-45-24-13-00000.0500	01	364.52	0	93	145	LT
16-45-24-13-00000.0510	01			93	145	LT
16-45-24-13-00000.0520	01			93	147	LT
16-45-24-13-00000.0530	01	0	0	89	130	LT
16-45-24-13-00000.0540	01			89	140	LT
16-45-24-13-00000.0550	01	364.52	0	89	140	LT
16-45-24-13-00000.0560	01	364.52	0	89	140	LT
16-45-24-13-00000.0570	01			89	130	LT
16-45-24-13-00000.0580	01			105	142	LT
16-45-24-13-00000.0590	01	364.52	0	105	149	LT
16-45-24-13-00000.0600	01	364.52	0	103	147	LT
16-45-24-13-00000.0610	01	364.52	0	108	139	LT
16-45-24-13-00000.0620	01			86	122	LT
16-45-24-13-00000.0630	01	364.52	0	88	135	LT

16-45-24-13-00000.0640	01	364.52	0	88	135	LT
16-45-24-13-00000.0650	01			88	135	LT
16-45-24-13-00000.0660	01	0		86	125	LT
16-45-24-13-00000.0670	01			93	140	LT
16-45-24-13-00000.0680	01	364.52	0	93	130	LT
16-45-24-13-00000.0690	01			93	130	LT
16-45-24-13-00000.0700	01	364.52	0	93	142	LT
16-45-24-13-00000.0710	01	364.52	0	80	124	LT
16-45-24-13-00000.0720	01	273.39	0	80	134	LT
16-45-24-13-00000.0730	01	0	0	80	134	LT
16-45-24-13-00000.0740	01	364.52	0	85	134	LT
16-45-24-13-00000.0750	01	364.52	0	90	135	LT
16-45-24-13-00000.0760	01			93	160	LT
16-45-24-13-00000.0770	01			90	160	LT
16-45-24-13-00000.0780	01			95	135	LT
16-45-24-46-00000.0030	00	364.52	0	0	0	UT
16-45-24-46-00000.0040	00	364.52	0	0	0	UT
		27521.26		0		

Nanci L. Erp, C.F.E. • Administrator

Phone: (239) 533-6136 • Fax: (239) 533-6289 • eMail: ErpN@LeePA.org

Number of Units	Rate	Status	Owner	Site
1	1		WHITAKER KEITH + LEWIS KRISTA TRS	560 KEENAN AVE
1	1		HORTON MATTHEW D + JONES LINDA B TRS	552 KEENAN AVE
1	1		SKALKO JOHN J + NANCY C	548 BRUCE CIR
1	1		SHEU JOHN F + SHIRLEY A	546 BRUCE CIR
1.1	1		PEARCE MALCOLM B JR TR	542 BRUCE CIR
1	1		FRENCH MYRL R	540 KEENAN AVE
1	1		FRANKLIN DONALD ALLEN SR + GAMBRO FRANK THURGOOD TRS	536 KEENAN AVE
1	1		SHERMAN DONALD D + DIANE M	530 KEENAN AVE
1	1		WHYTE JENNIFER F	510 KEENAN AVE
1	1		PHILLIPS JOHN E	504 KEENAN AVE
1	1		MEREDITH JOHN + DONNA	506 KEENAN AVE
1	1		BURNS KELLIE L + GARDNER EDWARD J TRS	496 KEENAN CT
1	1		HILL TIMOTHY N	492 KEENAN CT
1	1		DEJONG CHRISTINE + MICHAEL	490 KEENAN CT
1	1		INGRAM SHIRLEY C	486 KEENAN CT
1	1		COREY LOIS A	482 KEENAN CT
1	1		STOKES BRENT W TR FOR BRENT W STOKES TRUST	476 KEENAN CT
1	1		POLLACK CORY J	468 KEENAN CT
1.1	1		MCILROY JOHN H JR	464 KEENAN CT
1.1	1		RYAN BRUCE K + CANDACE P	460 KEENAN CT
1.1	1		EBELINI MARCELLO A + LULU TR	465 KEENAN CT
1.1	1		STEWART SHIRLEY J L/E	467 KEENAN CT
1	1		DIAMOND DAVID M + NANCY P	477 KEENAN CT
1	1		CARPENTER ZACHARY + ANN	491 KEENAN CT
1	1		LICH BRYAN V + TARA L	500 KEENAN AVE
1	1		WARD ROBERT D III	498 KEENAN AVE
1	1		LEONARDO LEONARD R + FRANK TERESA M TRS	496 KEENAN AVE
1	1		HEUBECK MARTIN + CORDULA MAYNARD TRS	494 KEENAN AVE
1	1		CARR TOM L	490 KEENAN AVE
1	1		486 KEENAN AVENUE LLC	486 KEENAN AVE
1	1		LINCOLN ROBERT R + LEIGH ANN 143 RHODE ISLAND RD	482 KEENAN AVE
1	1		DEININGER DOUGLAS G + BOCK MARTHA M TRS	480 KEENAN AVE
1	1		ESTES GEORGE A + DAWN M	476 KEENAN AVE
1	1		NUNEZ BRUCE A	468 KEENAN AVE
1	1		SIMPSON STEVEN M + NEUGOLD GREGORY TRS	458 KEENAN AVE
1	1		MEURER DOUGLAS L TR FOR DOUGLAS L MEURER TRUST	439 PRATHER DR
1	1		COLLINS STEVEN W	5988 BAKER CT
1	1		KNOX ARLYN STOKES + MICHAEL	5980 BAKER CT
1	1		STROUSE CAROL B + JAMES L L/E	5972 BAKER CT

1	1	MAHONEY DENYSE	5964 BAKER CT
1.2	1	MCKEON KEVIN	5958 BAKER CT
1.2	1	EDMONDS MELANIE A	5939 BAKER CT
1.1	1	GUARD BOYD A	5943 BAKER CT
1.1	1	QUINN JEANNE H TR FOR JEANNE H QUINN TRUST	5957 BAKER CT
1	1	SNYDER WILLIAM A	5965 BAKER CT
1	1	YOUNGER STEVEN K	5973 BAKER CT
1	1	SERWICH CHARLENE M TR FOR SAUL L CHARLENE M SERWICH TRUST	5975 BAKER CT
1	1	CAPPS CHARLES BRYAN	5985 BAKER CT
1	1	ABITBOL MARTIN S + NELVIS	491 PRATHER DR
1	1	TATA BEATRIZ P TR FOR UNCELE L + BEATRIZ P TATA TRUST	497 PRATHER DR
1	1	WILSON SHANE M	5980 ADELE CT
1	1	REED ARLETTE TR	5974 ADELE CT
1.2	1	PIROS JUDITH M	5970 ADELE CT
1.2	1	WHITE JAMES D SR + JOYCE C	5966 ADELE CT
1.1	1	ROSS DONA M	5965 ADELE CT
1	1	ENSELEIT SIEGFRIED + HILTRAUD	5973 ADELE CT
1	1	JENKINS MARION P L/E	5981 ADELE CT
1	1	DESQUESNES MARC H	515 PRATHER DR
1	1	SAFFORD STEWART P 1/4 + SAFFORD PARKER D 3/4	523 PRATHER DR
1	1	SHEU JOHN E + CHERYL L	525 PRATHER DR
1	1	LITOWITZ DENNIS J	531 PRATHER DR
1	1	IMPACT USA INC	535 PRATHER DR
2	1	STEPHENSON MICHAEL	545 PRATHER DR
1	1	DILLARD SANDRA KAY TR FOR SANDRA KAY DILLARD TRUST	450 KEENAN AVE
1	1	STUCKEY JOHN S + CHRISTI S	438 KEENAN AVE
1.2	1	GUNSETT SHARON L TR FOR RICHARD A KENNEDY + SHARON L	420 KEENAN AVE
1.2	1	SHEARMAN ROBERT C + SUSAN H	410 KEENAN AVE
1	1	DOMINGUEZ CARLOS V + ELVIRA P	404 KEENAN AVE
2	1	NORTON DAVID M + JONI L	398 KEENAN AVE
1	1	PLOPLIS ANTHONY F + ELVIA	386 KEENAN AVE
2	1	FRANTZ JONATHAN MARC	380 KEENAN AVE
2	1	GERSON SYLVIA G 2/3 + GERSON RONALD D 1/3 TR	399 KEENAN AVE
1	1	LUCAS BRIAN DAVID + CAMBERG BEREGA MARIE ANN	403 KEENAN AVE
1	1	TIENSTRA JOSEPH E + KAREN A	407 KEENAN AVE
1	1	PRABAKARAN BALA C + JANSI R	411 KEENAN AVE
1	1	DOMMERICH JOHN W SR + BEVERLY	413 KEENAN AVE
1	1	UNREIN LAWRENCE M + EILEEN	427 KEENAN AVE
1	1	RYNBERK HOWARD J	441 KEENAN AVE
1	1	MOORE LUCILE	445 KEENAN AVE
1.5	1	STOKES BRENT W + DOMINIQUE F	373 SNOW DR
1.4	1	WHITENER MICHAEL D + MICHELE L	379 SNOW DR
1.4	1	DEALMEIDA MICHAEL	385 SNOW DR
1.4	1	LICH BRYAN V + TARA L	391 SNOW DR

1.4	1	GREEN ROY V + NANCY	393 SNOW DR
1.4	1	ERICKSON KENNETH D + CELIA S	399 SNOW DR
1.4	1	DERHODGE MICHAEL R +	407 SNOW DR
1.3	1	MAGNANT JOSEPH G	413 SNOW DR
1.3	1	421 SNOW DR LLC	421 SNOW DR
1.3	1	ALLMENDINGER OTT + SANDY	422 SNOW DR
1	1	JOHNSON GORDON S + KATHLEEN H	414 SNOW DR
1	1	HEH LIWEN	412 SNOW DR
1	1	CRAIG ANTHONY 75% +	408 SNOW DR
1	1	COPELAND WILLIAM G	398 SNOW DR
1	1	LINDSEY MARK L + SUSAN J	392 SNOW DR
1	1	GATES MATTHEW B + TALIA J	386 SNOW DR
1	1	PYANOE JACQUELINE	329 PRATHER DR
1	1	GAVINI STEPHEN G + AMANDA	333 PRATHER DR
1	1	WORKMAN T MATTHEW T + JULIE N	381 PARKWAY CT
1	1	SHANNON DANIEL P	383 PARKWAY CT
1	1	SCHUHMAN WILLIAM B +	385 PARKWAY CT
1	1	SKEEN MELISSA G	393 PARKWAY CT
1	1	HAM DAVID J + SUSAN R	397 PARKWAY CT
1	1	CICCARELLO DAVID	407 PARKWAY CT
1	1	BAKER BARBARA V TR	413 PARKWAY CT
1	1	MAGNANT JOSEPH + PATRICIA	419 PARKWAY CT
1.1	1	WALKER VALLEY HOLDINGS LLC	424 PARKWAY CT
1.1	1	STOKES PATRICIA L TR	422 PARKWAY CT
1	1	ALLEGIER JAMES R + PATRICIA A	416 PARKWAY CT
1	1	GORRELL JAMES E + PATRICIA A	412 PARKWAY CT
1	1	SAWCZYN CHRISTIAN READ +	408 PARKWAY CT
1	1	LAWSON THOMAS L + CHERYL	398 PARKWAY CT
1	1	ABACO CHRISTIAN	392 PARKWAY CT
1	1	FARMER MARK E	386 PARKWAY CT
1	1	BOUDREAUX ANN FELICE TR	343 PRATHER DR
1	1	ZAGARIA TERESA L	347 PRATHER DR
1	1	FORBES RAYMOND J + JOYCE E	381 NORWOOD CT
1	1	ENGELS KARL HEINZ + RENATE	383 NORWOOD CT
1	1	HOUGHTON CHARLES M + KIMBERLY	387 NORWOOD CT
1	1	HOVGAARD JENS +	397 NORWOOD CT
1	1	FRANK NICHOLAS P	405 NORWOOD CT
1	1	HORTON NICHOLAS ANDREW	409 NORWOOD CT
1.1	1	COMPARETTO SAM + PATRICIA J	413 NORWOOD CT
1.1	1	TRESCOTT DANIEL L	421 NORWOOD CT
1.1	1	DANZI CRISTOFARO S	428 NORWOOD CT
1.1	1	TOZZO CAROLYN F TR	422 NORWOOD CT
1	1	ENSLIN WILLIAM D + CYNTHIA TR	416 NORWOOD CT
1	1	BROWN RODNEY L + LYNNE A	414 NORWOOD CT

1	1	HARETOS PHILIP G + EVGENIA	408 NORWOOD CT
1	1	SMITH JACK P JR + ELIZABETH W	400 NORWOOD CT
1	1	GARVIN LELAND	392 NORWOOD CT
1	1	CORRIGAN TIMOTHY J + DONNA	386 NORWOOD CT
1	1	WHITAKER CRAIG D + NICOLE L	357 PRATHER DR
1	1	WOLSKI GERALD E + DEBRA A	361 PRATHER DR
1	1	HORSE PRAIRIE ASSOCIATES LLC	365 PRATHER DR
1	1	BUBLEY DAVID B	369 PRATHER DR
1	1	CAUSEY THERESA D	375 PRATHER DR
1	1	ATTUSO JEFFREY J + PAMELA M	393 PRATHER DR
1	1	COLLINS MICHAEL B + CHRISTY M	405 PRATHER DR
1	1	MOWRY PAUL B + CHRISTINE	411 PRATHER DR
1	1	ZINK GORDON H + RUTH E	417 PRATHER DR
1	1	FILLION JACOB M +	421 PRATHER DR
1	1	CREMIA LEONARD J	433 PRATHER DR
1	1	BAUM GABRIELE	12110 VIA DEL FONT/
1	1	MATHEW ANTONY + REENA M	12100 VIA DEL FONT/

Report Date : 5/29/2015

Record Count : 144

Address	Legal Description	Just	Assessed
	MCGREGOR ISLES UNIT 1	\$260,200.00	\$205,530.00
	MCGREGOR ISLES UNIT 1	\$218,804.00	\$164,661.00
	MCGREGOR ISLES UNIT 1	\$605,888.00	\$328,757.00
	MCGREGOR ISLES UNIT 1	\$280,294.00	\$160,749.00
	MCGREGOR ISLES UNIT 1	\$274,341.00	\$122,657.00
	MCGREGOR ISLES UNIT 1	\$290,269.00	\$161,059.00
	MCGREGOR ISLES UNIT 1	\$278,706.00	\$278,706.00
	MCGREGOR ISLES UNIT 1	\$250,768.00	\$174,726.00
	MCGREGOR ISLES UNIT 1	\$205,102.00	\$161,926.00
	MCGREGOR ISLES UNIT 1	\$382,703.00	\$382,703.00
	MCGREGOR ISLES UNIT 1	\$419,282.00	\$163,443.00
	MCGREGOR ISLES UNIT 1	\$762,680.00	\$539,529.00
	MCGREGOR ISLES UNIT 1	\$210,597.00	\$186,836.00
	MCGREGOR ISLES UNIT 1	\$213,201.00	\$213,201.00
	MCGREGOR ISLES UNIT 1	\$194,102.00	\$140,566.00
	MCGREGOR ISLES UNIT 1	\$549,580.00	\$455,739.00
	MCGREGOR ISLES UNIT 1	\$726,920.00	\$673,794.00
	MCGREGOR ISLES UNIT 1	\$575,816.00	\$466,898.00
	MCGREGOR ISLES UNIT 1	\$260,396.00	\$215,125.00
	MCGREGOR ISLES UNIT 1	\$719,385.00	\$719,385.00
	MCGREGOR ISLES UNIT 1	\$293,295.00	\$170,269.00
	MCGREGOR ISLES UNIT 1	\$259,805.00	\$154,109.00
	MCGREGOR ISLES UNIT 1	\$570,870.00	\$410,451.00
	MCGREGOR ISLES UNIT 1	\$187,799.00	\$182,584.00
	MCGREGOR ISLES UNIT 1	\$310,596.00	\$206,811.00
	MCGREGOR ISLES UNIT 1	\$283,203.00	\$283,203.00
	MCGREGOR ISLES UNIT 1	\$275,198.00	\$275,198.00
	MCGREGOR ISLES UNIT 1	\$198,406.00	\$198,406.00
	MCGREGOR ISLES UNIT 1	\$280,314.00	\$225,539.00
	MCGREGOR ISLES UNIT 1	\$226,330.00	\$148,827.00
	MCGREGOR ISLES UNIT 1	\$194,000.00	\$194,000.00
	MCGREGOR ISLES UNIT 1	\$222,092.00	\$162,877.00
	MCGREGOR ISLES UNIT 1	\$366,984.00	\$225,484.00
	MCGREGOR ISLES UNIT 1	\$236,708.00	\$164,640.00
	MCGREGOR ISLES UNIT 1	\$266,599.00	\$248,022.00
	MCGREGOR ISLES UNIT 2	\$184,300.00	\$139,923.00
	MCGREGOR ISLES UNIT 2	\$331,191.00	\$230,769.00
	MCGREGOR ISLES UNIT 2	\$257,000.00	\$257,000.00
	MCGREGOR ISLES UNIT 2	\$255,483.00	\$115,697.00

	MCGREGOR ISLES UNIT 2	\$313,702.00	\$292,017.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$508,095.00	\$472,608.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$306,782.00	\$154,455.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$242,700.00	\$165,603.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$238,108.00	\$168,562.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$555,107.00	\$458,772.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$194,400.00	\$158,043.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$262,394.00	\$171,123.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$270,800.00	\$203,996.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$257,601.00	\$257,601.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$245,711.00	\$151,756.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$370,790.00	\$272,405.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$244,201.00	\$158,333.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$311,107.00	\$311,107.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$358,003.00	\$227,081.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$264,903.00	\$161,858.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$280,506.00	\$174,259.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$235,100.00	\$141,399.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$292,492.00	\$236,160.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$553,515.00	\$427,117.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$258,140.00	\$123,820.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$291,214.00	\$159,576.00
10	RR 13 PG 140		
	MCGREGOR ISLES UNIT 2	\$288,802.00	\$288,802.00
10	RR 13 PG 140		
	MC GREGOR ISLES UT 1 + 2	\$459,093.00	\$459,093.00
10	RR 13 PG 34 LOT 107-108		
	MCGREGOR ISLES UNIT 3	\$301,990.00	\$209,647.00
10	RR 13 PG 34		
	MCGREGOR ISLES UNIT 3	\$318,608.00	\$318,608.00
10	RR 13 PG 34		
	MCGREGOR ISLES UNIT 3	\$429,092.00	\$299,000.00
10	RR 13 PG 34 LOT 146		
	MCGREGOR ISLES UNIT 3	\$485,800.00	\$317,180.00
10	RR 13 PG 34 LOT 146		
	MCGREGOR ISLES UNIT 3	\$202,026.00	\$151,829.00
10	RR 13 PG 34		
	MCGREGOR ISLES UNIT 3	\$627,795.00	\$321,022.00
10	RR 13 PG 34		
	MCGREGOR ISLES UNIT 3	\$389,002.00	\$199,473.00
10	RR 13 PG 34		
	MCGREGOR ISLES UNIT 3	\$3,397,845.00	\$2,765,501.00
10	RR 13 PG 34		
	MCGREGOR ISLES UNIT 3	\$1,601,972.00	\$1,297,342.00
10	RR 13 PG 34		
	MCGREGOR ISLES UNIT 3	\$560,000.00	\$550,000.00
10	RR 13 PG 34 LOT 157		
	MC GREGOR ISLES U 3	\$1,157,094.00	\$844,399.00
10	RR 13 PG 34 FLY 03 FT		
	MCGREGOR ISLES UNIT 3	\$690,871.00	\$670,426.00
10	RR 13 PG 34 FLY 03 FT		
	MCGREGOR ISLES UNIT 3	\$1,083,658.00	\$794,647.00
10	RR 13 PG 34 LOT 160		
	MCGREGOR ISLES UNIT 3	\$1,389,262.00	\$1,389,262.00
10	RR 13 PG 34		
	MCGREGOR ISLES UNIT 3	\$1,054,801.00	\$1,054,801.00
10	RR 13 PG 34		
	MCGREGOR ISLES UNIT 3	\$695,262.00	\$476,617.00
10	RR 13 PG 34		
	MCGREGOR ISLES UNIT 4	\$398,203.00	\$261,856.00
10	RR 13 PG 114		
	MCGREGOR ISLES UNIT 4	\$701,194.00	\$531,244.00
10	RR 13 PG 114		
	MCGREGOR ISLES UNIT 4	\$623,999.00	\$266,759.00
10	RR 13 PG 114		
	MCGREGOR ISLES UNIT 4	\$348,952.00	\$208,849.00
10	RR 13 PG 114		

MCGREGOR ISLES UNIT 4	\$315,909.00	\$209,670.00
MCGREGOR ISLES UNIT 4	\$413,691.00	\$214,700.00
MC GREGOR ISLES UNIT 4	\$486,803.00	\$486,803.00
MCGREGOR ISLES UNIT 4	\$1,555,478.00	\$781,979.00
MC GREGOR ISLES UNIT 4	\$712,492.00	\$712,492.00
MCGREGOR ISLES UNIT 4	\$281,596.00	\$192,268.00
MCGREGOR ISLES UNIT 4	\$304,892.00	\$182,949.00
MC GREGOR ISLES UNIT 4	\$221,402.00	\$221,402.00
MC GREGOR ISLES UNIT 4	\$573,085.00	\$573,085.00
MCGREGOR ISLES UNIT 4	\$411,409.00	\$267,247.00
MC GREGOR ISLES UNIT 4	\$294,298.00	\$294,298.00
MCGREGOR ISLES UNIT 4	\$256,506.00	\$187,892.00
MCGREGOR ISLES UNIT 4	\$224,898.00	\$159,108.00
MCGREGOR ISLES UNIT 4	\$280,703.00	\$181,396.00
MCGREGOR ISLES UNIT 4	\$247,596.00	\$189,265.00
MC GREGOR ISLES UNIT 4	\$421,109.00	\$353,381.00
MC GREGOR ISLES UNIT 4	\$299,405.00	\$299,405.00
MCGREGOR ISLES UNIT 4	\$254,900.00	\$217,316.00
MCGREGOR ISLES UNIT 4	\$245,010.00	\$169,914.00
MCGREGOR ISLES UNIT 4	\$316,401.00	\$316,401.00
MCGREGOR ISLES UNIT 4	\$262,709.00	\$175,621.00
MCGREGOR ISLES UNIT 4	\$267,897.00	\$248,039.00
MCGREGOR ISLES UNIT 4	\$414,697.00	\$406,582.00
MCGREGOR ISLES UNIT 4	\$213,400.00	\$157,300.00
MCGREGOR ISLES UNIT 4	\$238,209.00	\$160,484.00
MCGREGOR ISLES UNIT 4	\$412,399.00	\$183,039.00
MCGREGOR ISLES UNIT 4	\$504,807.00	\$290,156.00
MCGREGOR ISLES UNIT 4	\$229,097.00	\$158,466.00
MCGREGOR ISLES UNIT 4	\$281,691.00	\$174,835.00
MCGREGOR ISLES UNIT 4	\$186,997.00	\$186,997.00
MCGREGOR ISLES UNIT 4	\$204,897.00	\$204,897.00
MCGREGOR ISLES UNIT 4	\$246,057.00	\$125,460.00
MCGREGOR ISLES UNIT 4	\$281,802.00	\$196,104.00
MCGREGOR ISLES UNIT 4	\$221,794.00	\$221,794.00
MCGREGOR ISLES UNIT 4	\$209,804.00	\$209,804.00
MCGREGOR ISLES UNIT 4	\$371,499.00	\$371,499.00
MCGREGOR ISLES UNIT 4	\$301,701.00	\$266,725.00
MCGREGOR ISLES UNIT 4	\$215,309.00	\$215,309.00
MCGREGOR ISLES UNIT 4	\$299,901.00	\$264,154.00
MCGREGOR ISLES UNIT 4	\$294,800.00	\$264,668.00
MCGREGOR ISLES UNIT 4	\$403,899.00	\$403,899.00
MCGREGOR ISLES UNIT 4	\$250,900.00	\$250,900.00
MCGREGOR ISLES UNIT 4	\$205,195.00	\$148,913.00
MCGREGOR ISLES UNIT 4	\$201,196.00	\$201,196.00

	MCGREGOR ISLES UNIT 4	\$239,794.00	\$239,794.00
10	MCGREGOR ISLES UNIT 4	\$294,492.00	\$254,961.00
10	MCGREGOR ISLES UNIT 4	\$259,108.00	\$259,108.00
10	MCGREGOR ISLES UNIT 4	\$234,209.00	\$234,209.00
10	MCGREGOR ISLES UNIT 4	\$380,000.00	\$380,000.00
10	MCGREGOR ISLES UNIT 4	\$174,905.00	\$137,610.00
10	MCGREGOR ISLES UNIT 4	\$193,299.00	\$193,299.00
10	MCGREGOR ISLES UNIT 4	\$336,900.00	\$336,900.00
10	MCGREGOR ISLES UNIT 4	\$335,401.00	\$267,911.00
10	MCGREGOR ISLES UNIT 4	\$322,890.00	\$322,890.00
10	MCGREGOR ISLES UNIT 4	\$258,401.00	\$168,030.00
10	MCGREGOR ISLES UNIT 4	\$289,668.00	\$180,917.00
10	MCGREGOR ISLES UNIT 4	\$250,691.00	\$199,563.00
10	MCGREGOR ISLES UNIT 4	\$258,302.00	\$258,302.00
10	MC GREGOR ISLES UNIT 4	\$240,305.00	\$170,949.00
10	TREVI	\$584,241.00	\$584,241.00
10	TREVI	\$577,613.00	\$569,291.00

Taxable	Folio	SA ID
\$155,530	10202406	300
\$114,661	10202407	300
\$278,757	10202408	300
\$110,749	10202409	300
\$72,657	10202410	300
\$111,059	10202411	300
\$228,706	10202412	300
\$174,726	10202413	300
\$161,926	10202414	300
\$332,703	10202415	300
\$113,443	10202416	300
\$489,529	10202417	300
\$136,336	10202418	300
\$213,201	10202419	300
\$90,066	10202420	300
\$405,739	10202421	300
\$673,794	10202422	300
\$416,898	10202423	300
\$165,125	10202424	300
\$669,385	10202425	300
\$70,269	10202426	300
\$54,109	10202427	300
\$360,451	10202428	300
\$182,584	10202429	300
\$156,811	10202430	300
\$233,203	10202431	300
\$225,198	10202432	300
\$198,406	10202433	300
\$175,539	10202434	300
\$148,827	10202435	300
\$194,000	10202436	300
\$112,877	10202437	300
\$175,484	10202438	300
\$114,640	10202439	300
\$198,022	10202440	300
\$89,923	10202444	300
\$180,769	10202445	300
\$257,000	10202446	300
\$65,697	10202447	300

\$242,017	10202448	300
\$422,608	10202449	300
\$104,455	10202450	300
\$115,603	10202451	300
\$118,062	10202452	300
\$408,772	10202453	300
\$108,043	10202454	300
\$121,123	10202455	300
\$153,996	10202456	300
\$207,601	10202457	300
\$101,256	10202458	300
\$218,379	10202459	300
\$107,833	10202460	300
\$311,107	10202461	300
\$177,081	10202462	300
\$111,358	10202463	300
\$124,259	10202464	300
\$0	10202465	300
\$186,160	10202466	300
\$377,117	10202467	300
\$73,820	10202468	300
\$109,576	10202469	300
\$288,802	10202470	300
\$459,093	10202471	300
\$159,147	10202473	300
\$318,608	10202474	300
\$248,500	10202475	300
\$267,180	10202476	300
\$151,829	10202477	300
\$271,022	10202478	300
\$149,473	10202479	300
\$2,715,501	10202481	300
\$1,247,342	10202482	300
\$550,000	10202483	300
\$794,399	10202484	300
\$670,426	10202485	300
\$744,647	10202486	300
\$1,389,262	10202487	300
\$1,004,801	10202488	300
\$426,117	10202489	300
\$211,856	10202515	300
\$481,244	10202516	300
\$216,759	10202517	300
\$208,849	10202518	300

\$159,670	10202519	300
\$164,700	10202520	300
\$436,803	10202521	300
\$731,979	10202522	300
\$712,492	10202523	300
\$142,268	10202524	300
\$132,949	10202525	300
\$171,402	10202526	300
\$573,085	10202527	300
\$217,247	10202528	300
\$244,298	10202529	300
\$137,892	10202530	300
\$109,108	10202531	300
\$131,396	10202532	300
\$139,265	10202533	300
\$303,381	10202534	300
\$299,405	10202535	300
\$167,316	10202536	300
\$119,914	10202537	300
\$266,401	10202538	300
\$125,121	10202539	300
\$248,039	10202540	300
\$406,582	10202541	300
\$157,300	10202542	300
\$84,387	10202543	300
\$133,039	10202544	300
\$240,156	10202545	300
\$108,466	10202546	300
\$124,835	10202547	300
\$186,997	10202548	300
\$154,897	10202549	300
\$75,460	10202550	300
\$96,104	10202551	300
\$171,794	10202552	300
\$209,804	10202553	300
\$371,499	10202554	300
\$216,725	10202555	300
\$215,309	10202556	300
\$214,154	10202557	300
\$214,668	10202558	300
\$403,899	10202559	300
\$250,900	10202560	300
\$98,913	10202561	300
\$201,196	10202562	300

\$239,794	10202563	300
\$204,961	10202564	300
\$209,108	10202565	300
\$234,209	10202566	300
\$330,000	10202567	300
\$37,610	10202568	300
\$193,299	10202569	300
\$286,900	10202570	300
\$217,911	10202571	300
\$272,890	10202572	300
\$118,030	10202573	300
\$130,917	10202574	300
\$149,563	10202575	300
\$208,302	10202576	300
\$120,949	10202577	300
\$584,241	10492537	300
\$569,291	10492538	300

SA320 MCGREGOR VILLAGE SEWER MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
21-45-24-36-0000B.0080	\$ 1,094.04	1	13647 MCGREGOR VILLAGE DR 8 FORT MYERS, FL 33919	MCGREGOR VILLAGE CONDO PH1 OR 1662 PG 4761 UNIT 8 BLDG B
21-45-24-36-0000B.0110	\$ 1,094.04	1	13647 MCGREGOR VILLAGE DR 11 FORT MYERS, FL 33919	MCGREGOR VILLAGE CONDO PH1 OR 1662 PG 4761 UNIT 11 BLDG B
21-45-24-36-0000C.0130	\$ 820.53	1	13655 MCGREGOR VILLAGE DR 13 FORT MYERS, FL 33919	MCGREGOR VILLAGE CONDO PH1 OR 1662 PG 4761 UNIT 13 BLDG C
21-45-24-36-0000C.0150	\$ 1,094.04	1	13655 MCGREGOR VILLAGE DR 15 FORT MYERS, FL 33919	MCGREGOR VILLAGE CONDO PH1 OR 1662 PG 4761 UNIT 15 BLDG C
21-45-24-36-0000D.0170	\$ 1,094.04	1	13663 MCGREGOR VILLAGE DR 17 FORT MYERS, FL 33919	MCGREGOR VILLAGE CONDO PH I BLD D OR 1622 PG 4761 UNIT 17
21-45-24-36-0000D.0180	\$ 1,094.04	1	13663 MCGREGOR VILLAGE DR 18 FORT MYERS, FL 33919	MCGREGOR VILLAGE CONDO PH I BLD D OR 1622 PG 4761 UNIT 18
21-45-24-36-0000D.0200	\$ 1,094.04	1	13663 MCGREGOR VILLAGE DR 20 FORT MYERS, FL 33919	MCGREGOR VILLAGE CONDO PH I BLD D OR 1622 PG 4761 UNIT 20
21-45-24-36-0000D.0210	\$ 1,094.04	1	13663 MCGREGOR VILLAGE DR 21 FORT MYERS, FL 33919	MCGREGOR VILLAGE CONDO PH I BLD D OR 1622 PG 4761 UNIT 21
	\$ 8,478.81			

This project will no longer be on the tax roll. Last year on tax year is 2014.



Lee County Property Appraiser
SA164 NE HURRICANE BAY MSBU

STRAP	DOR Code	SA Units	CEUnits	Frontage	Depth	Unit Of Measure
07-46-24-00-00012.0010	01	0	0	0	0	LT
07-46-24-00-00013.0040	10	0	0	60	334	SF
07-46-24-01-00001.0020	12	0	0	0	0	SF
07-46-24-01-00001.0050	10			0	0	SF
07-46-24-01-00001.0070	27	0	0	0	0	SF
07-46-24-01-00001.0090	39			0	0	SF
07-46-24-01-00001.0140	17			0	0	SF
07-46-24-01-00001.0150	10	0	0	0	0	SF
07-46-24-01-00001.0160	10	0	0	0	0	MS
07-46-24-01-00001.0170	17	0	0	0	0	MS
07-46-24-01-00001.0180	12			0	0	MS
07-46-24-01-00001.0190	21	0	0	0	0	SF
07-46-24-01-00001.0210	39	0		0	0	MS
07-46-24-01-00001.0260	11			0	0	MS
07-46-24-01-00001.0270	89			0	0	SF
07-46-24-01-00002.0010	21	0	0	0	0	SF
07-46-24-01-00002.0030	11	0	0	0	0	MS
07-46-24-01-00002.0080	27	0	0	0	0	MS
07-46-24-01-00002.0090	33	0	0	0	0	SF
07-46-24-01-00007.001A	34	0	0	0	0	SF
07-46-24-01-00007.001B	11	0		0	0	MS
07-46-24-01-00007.001C	01			77	120	LT
07-46-24-01-00007.001D	01			100	156	LT
07-46-24-01-00007.0020	01			68	130	LT
07-46-24-01-00007.0030	01			72	149	LT
07-46-24-01-00007.0040	01			0	0	LT
07-46-24-01-00007.0050	01	0	0	0	0	LT
07-46-24-01-00007.0060	01			0	0	LT
07-46-24-01-00007.0070	01	0	0	80	102	LT
07-46-24-01-00007.0080	01	0	0	80	107	LT
07-46-24-01-00007.0090	01			80	112	LT
07-46-24-01-00007.0100	01	0	0	80	117	LT
07-46-24-01-00007.0110	01			80	122	LT
07-46-24-01-00007.0120	01	0	0	80	124	LT
07-46-24-01-00007.0130	01			100	110	LT
07-46-24-01-00007.0140	01	0		120	145	LT
07-46-24-01-00007.0150	01	0	0	120	145	LT
07-46-24-01-00007.0160	01			100	110	LT
07-46-24-01-00007.0170	01			80	124	LT

07-46-24-01-00007.0180	01		0	0	80	125	LT
07-46-24-01-00007.0190	01		0	0	80	125	LT
07-46-24-01-00007.0200	01				80	125	LT
07-46-24-01-00007.0210	01				80	125	LT
07-46-24-01-00007.0220	01				80	125	LT
07-46-24-01-00007.0230	01		0		0	0	LT
07-46-24-01-00007.0240	11		0	0	0	0	SF
07-46-24-01-00007.024A	27		0	0	0	0	SF
07-46-24-02-00000.000A	M.				0	0	LT
07-46-24-02-0000B.0000	02		0		9800	0	LT
07-46-24-02-00W00.0010	02		0	0	0	0	LT
07-46-24-02-00W00.0020	02		0	0	0	0	LT
07-46-24-02-00W00.0030	02				0	0	LT
07-46-24-02-00W00.0040	02		0	0	0	0	LT
07-46-24-02-00W00.0050	02		0	0	0	0	LT
07-46-24-02-00W00.0060	02				0	0	LT
07-46-24-02-00W00.0070	02				0	0	LT
07-46-24-02-00W00.0080	02		0	0	0	0	LT
07-46-24-02-00W00.0090	02				0	0	LT
07-46-24-02-00W00.0100	02				0	0	LT
07-46-24-02-00W00.0110	02				0	0	LT
07-46-24-02-00W00.0120	02				0	0	LT
07-46-24-02-00W00.0130	02		0	0	0	0	LT
07-46-24-02-00W00.0140	02		0	0	0	0	LT
07-46-24-02-00W00.0150	02				0	0	LT
07-46-24-02-00W00.0160	02				0	0	LT
07-46-24-02-00W00.0170	02				0	0	LT
07-46-24-02-00W00.0180	02		0	0	0	0	LT
07-46-24-02-00W00.0190	02				0	0	LT
07-46-24-02-00W00.0200	02				0	0	LT
07-46-24-02-00W00.0210	02		0		0	0	LT
07-46-24-02-00W00.0220	02		0	0	0	0	LT
07-46-24-02-00W00.0230	02		0	0	0	0	LT
07-46-24-02-00W00.0240	02		0		0	0	LT
07-46-24-02-00W00.0250	02				0	0	LT
07-46-24-02-00W00.0260	02		0		0	0	LT
07-46-24-02-00W00.0270	02		0		0	0	LT
07-46-24-02-00W00.0280	02				0	0	LT
07-46-24-02-00W00.0290	02				0	0	LT
07-46-24-02-00W00.0300	02				0	0	LT
07-46-24-02-00W00.0310	02		0	0	0	0	LT
07-46-24-02-00W00.0320	02		0		0	0	LT
07-46-24-02-00W00.0330	02		0	0	0	0	LT
07-46-24-02-00W00.0340	02				0	0	LT

07-46-24-02-00W00.0350	02	0	0	0	0	LT
07-46-24-02-00W00.0360	02			0	0	LT
07-46-24-02-00W00.0370	02			0	0	LT
07-46-24-02-00W00.0380	02			0	0	LT
07-46-24-02-00W00.0390	02			0	0	LT
07-46-24-02-00W00.0400	02	0	0	0	0	LT
07-46-24-02-00W00.0410	02	0	0	0	0	LT
07-46-24-02-00W00.0420	02	0		0	0	LT
07-46-24-02-00W00.0430	02			0	0	LT
07-46-24-02-00W00.0440	02	0	0	0	0	LT
07-46-24-02-00W00.0450	02			0	0	LT
07-46-24-02-00W00.0460	02			0	0	LT
07-46-24-02-00W00.0470	02			0	0	LT
07-46-24-02-00W00.0480	02			0	0	LT
07-46-24-02-00W00.0490	02			0	0	LT
07-46-24-02-00W00.0500	02			0	0	LT
07-46-24-02-00W00.0510	02			0	0	LT
07-46-24-02-00W00.0520	02			0	0	LT
07-46-24-02-00W00.0530	02	0		0	0	LT
07-46-24-02-00W00.0540	02	0	0	0	0	LT
07-46-24-02-00W00.0550	02			0	0	LT
07-46-24-02-00W00.0560	02	0	0	0	0	LT
07-46-24-02-00W00.0570	02			0	0	LT
07-46-24-02-00W00.0580	02	0	0	0	0	LT
07-46-24-02-00W00.0590	02	0		0	0	LT
07-46-24-02-00W00.0600	02	0		0	0	LT
07-46-24-02-00W00.0610	02			0	0	LT
07-46-24-02-00W00.0620	02			0	0	LT
07-46-24-02-00W00.0630	02			0	0	LT
07-46-24-02-00W00.0640	02			0	0	LT
07-46-24-02-00W00.0650	02			0	0	LT
07-46-24-02-00W00.0660	02	0	0	0	0	LT
07-46-24-02-00W00.0670	02			0	0	LT
07-46-24-02-00W00.0680	02			0	0	LT
07-46-24-02-00W00.0690	02			0	0	LT
07-46-24-02-00W00.0700	02			0	0	LT
07-46-24-02-00W00.0710	02	0	0	0	0	LT
07-46-24-02-00W00.0720	02			0	0	LT
07-46-24-02-00W00.0730	02			0	0	LT
07-46-24-02-00W00.0740	02			0	0	LT
07-46-24-02-00W00.0750	02	0	0	0	0	LT
07-46-24-02-00W00.0760	02			0	0	LT
07-46-24-02-00W00.0770	02			0	0	LT
07-46-24-02-00W00.0780	02			0	0	LT

07-46-24-02-00W00.0790	02	0	0	0	0	LT
07-46-24-02-00W00.0800	02			0	0	LT
07-46-24-02-00W00.0810	02			0	0	LT
07-46-24-02-00W00.0820	02			0	0	LT
07-46-24-02-00W00.0830	02	0	0	0	0	LT
07-46-24-02-00W00.0840	02			0	0	LT
07-46-24-02-00W00.0850	02			0	0	LT
07-46-24-03-00000.0010	01			0	0	LT
07-46-24-03-00000.001B	97			0	0	AC
07-46-24-03-00000.0020	01			0	0	LT
07-46-24-03-00000.0030	01			0	0	LT
07-46-24-03-00000.0040	01			0	0	LT
07-46-24-03-00000.0050	01	0	0	0	0	LT
07-46-24-03-00000.0060	01			0	0	LT
07-46-24-03-00000.0070	01			0	0	LT
07-46-24-03-00000.0080	01			0	0	LT
07-46-24-03-00000.0090	01	0	0	0	0	LT
07-46-24-03-00000.0100	01	0	0	0	0	LT
07-46-24-03-00000.0110	01			0	0	LT
07-46-24-04-00000.000A	M.			0	0	LT
07-46-24-04-00W00.0860	02			0	0	LT
07-46-24-04-00W00.0870	02	0	0	0	0	LT
07-46-24-04-00W00.0880	02	0	0	0	0	LT
07-46-24-04-00W00.0890	02	0		0	0	LT
07-46-24-04-00W00.0900	02			0	0	LT
07-46-24-04-00W00.0910	02	0	0	0	0	LT
07-46-24-04-00W00.0920	02	0	0	0	0	LT
07-46-24-04-00W00.0930	02	0	0	0	0	LT
07-46-24-04-00W00.0940	02			0	0	LT
07-46-24-04-00W00.0950	02	0	0	0	0	LT
07-46-24-04-00W00.0960	02	0	0	0	0	LT
07-46-24-04-00W00.0970	02	0	0	0	0	LT
07-46-24-04-00W00.0980	02			0	0	LT
07-46-24-04-00W00.0990	02			0	0	LT
07-46-24-04-00W00.1000	02			0	0	LT
07-46-24-04-00W00.1010	02			0	0	LT
07-46-24-04-00W00.1020	02			0	0	LT
07-46-24-04-00W00.1030	02			0	0	LT
07-46-24-04-00W00.1040	02			0	0	LT
07-46-24-04-00W00.1050	02			0	0	LT
07-46-24-04-00W00.1060	02			0	0	LT
07-46-24-04-00W00.1070	02	0	0	0	0	LT
07-46-24-04-00W00.1080	02			0	0	LT
07-46-24-04-00W00.1090	02			0	0	LT

07-46-24-04-00W00.1100	02			0	0	LT
07-46-24-04-00W00.1110	02			0	0	LT
07-46-24-04-00W00.1120	02	0	0	0	0	LT
07-46-24-04-00W00.1130	02			0	0	LT
07-46-24-04-00W00.1140	02			0	0	LT
07-46-24-04-00W00.1150	02	0	0	0	0	LT
07-46-24-04-00W00.1160	02			0	0	LT
07-46-24-04-00W00.1170	02			0	0	LT
07-46-24-04-00W00.1180	02	0	0	0	0	LT
07-46-24-04-00W00.1190	02			0	0	LT
07-46-24-04-00W00.1200	02	0	0	0	0	LT
07-46-24-04-00W00.1210	02			0	0	LT
07-46-24-04-00W00.1220	02	0	0	0	0	LT
07-46-24-04-00W00.1230	02	0		0	0	LT
07-46-24-04-00W00.1240	02			0	0	LT
07-46-24-04-00W00.1250	02			0	0	LT
07-46-24-04-00W00.1260	02	0	0	0	0	LT
07-46-24-04-00W00.1270	02	0	0	0	0	LT
07-46-24-04-00W00.1280	02			0	0	LT
07-46-24-04-00W00.1290	02			0	0	LT
07-46-24-04-00W00.1300	02	0		0	0	LT
07-46-24-04-00W00.1310	02	0	0	0	0	LT
07-46-24-04-00W00.1320	02	0	0	0	0	LT
07-46-24-04-00W00.1330	02			0	0	LT
07-46-24-04-00W00.1340	02			0	0	LT
07-46-24-04-00W00.1350	02			0	0	LT
07-46-24-04-00W00.1360	02	0		0	0	LT
07-46-24-04-00W00.1370	02			0	0	LT
07-46-24-04-00W00.1380	02			0	0	LT
07-46-24-04-00W00.1390	02			0	0	LT
07-46-24-04-00W00.1400	02			0	0	LT
07-46-24-04-00W00.1410	02			0	0	LT
07-46-24-04-00W00.1420	02			0	0	LT
07-46-24-04-00W00.1430	02			0	0	LT
07-46-24-04-00W00.1440	02			0	0	LT
07-46-24-04-00W00.1450	02	0		0	0	LT
07-46-24-04-00W00.1460	02	0		0	0	LT
07-46-24-04-00W00.1470	02	0	0	0	0	LT
07-46-24-04-00W00.1480	02			0	0	LT
07-46-24-04-00W00.1490	02			0	0	LT
07-46-24-04-00W00.1500	02			0	0	LT
07-46-24-04-00W00.1510	02	0	0	0	0	LT
07-46-24-04-00W00.2000	02			0	0	LT
07-46-24-04-00W00.2010	02			0	0	LT

07-46-24-04-00W00.2020	02			0	0	LT
07-46-24-04-00W00.2030	02	0		0	0	LT
07-46-24-05-00000.0120	01	0	0	0	0	LT
07-46-24-05-00000.0130	01	0	0	0	0	LT
07-46-24-05-00000.0140	01			0	0	LT
07-46-24-05-00000.0150	01			0	0	LT
07-46-24-05-00000.0180	01			0	0	LT
07-46-24-05-00000.0190	01			0	0	LT
07-46-24-05-00000.0200	01			0	0	LT
07-46-24-05-00000.0210	01	0	0	0	0	LT
07-46-24-05-00000.0220	01			0	0	LT
07-46-24-05-00000.0230	01	0	0	0	0	LT
07-46-24-06-00000.000A	M.			0	0	LT
07-46-24-06-00000.1520	02			0	0	LT
07-46-24-06-00000.1530	02			0	0	LT
07-46-24-06-00000.1540	02			0	0	LT
07-46-24-06-00000.1550	02			0	0	LT
07-46-24-06-00000.1560	02			0	0	LT
07-46-24-06-00000.1570	02	0	0	0	0	LT
07-46-24-06-00000.1580	02			0	0	LT
07-46-24-06-00000.1590	02			0	0	LT
07-46-24-06-00000.1600	02	0	0	0	0	LT
07-46-24-06-00000.1610	02	0		0	0	LT
07-46-24-06-00000.1620	02			0	0	LT
07-46-24-06-00000.1630	02			0	0	LT
07-46-24-06-00000.1640	02	0		0	0	LT
07-46-24-06-00000.1650	02			0	0	LT
07-46-24-06-00000.1660	02	0	0	0	0	LT
07-46-24-06-00000.1670	02	0	0	0	0	LT
07-46-24-06-00000.1680	02			0	0	LT
07-46-24-06-00000.1690	02			0	0	LT
07-46-24-06-00000.1700	02			0	0	LT
07-46-24-06-00000.1710	02			0	0	LT
07-46-24-06-00000.1720	02	0		0	0	LT
07-46-24-06-00000.1730	02	0		0	0	LT
07-46-24-06-00000.1740	02			0	0	LT
07-46-24-06-00000.1750	02			0	0	LT
07-46-24-06-00000.1760	02			0	0	LT
07-46-24-06-00000.1770	02			0	0	LT
07-46-24-06-00000.1780	02			0	0	LT
07-46-24-06-00000.1790	02			0	0	LT
07-46-24-06-00000.1800	02			0	0	LT
07-46-24-06-00000.1810	02			0	0	LT
07-46-24-06-00000.1820	02			0	0	LT

07-46-24-06-00000.1830	02			0	0	LT
07-46-24-06-00000.1840	02			0	0	LT
07-46-24-06-00000.1850	02	0	0	0	0	LT
07-46-24-06-00000.1860	02			0	0	LT
07-46-24-06-00000.1870	02			0	0	LT
07-46-24-06-00000.1880	02	0	0	0	0	LT
07-46-24-06-00000.1890	02	0		0	0	LT
07-46-24-06-00000.1900	02	0		0	0	LT
07-46-24-06-00000.1910	02			0	0	LT
07-46-24-06-00000.1920	02	0	0	0	0	LT
07-46-24-06-00000.1930	02	0	0	0	0	LT
07-46-24-06-00000.1940	02			0	0	LT
07-46-24-06-00000.1950	02			0	0	LT
07-46-24-06-00000.1960	02			0	0	LT
07-46-24-06-00000.1970	02			0	0	LT
07-46-24-06-00000.1980	02	0	0	0	0	LT
07-46-24-06-00000.1990	02			0	0	LT
07-46-24-07-00000.0240	01			0	0	LT
07-46-24-07-00000.0250	01			0	0	LT
07-46-24-07-00000.0260	01			0	0	LT
07-46-24-08-00000.000A	M.			0	0	LT
07-46-24-08-00000.2040	02	0		0	0	LT
07-46-24-08-00000.2050	02			0	0	LT
07-46-24-08-00000.2060	02			0	0	LT
07-46-24-08-00000.2070	02			0	0	LT
07-46-24-08-00000.2080	00			0	0	LT
07-46-24-08-00000.2090	02			0	0	LT
07-46-24-08-00000.2100	02			0	0	LT
07-46-24-08-00000.2110	02			0	0	LT
07-46-24-08-00000.2120	02	0		0	0	LT
07-46-24-08-00000.2130	02	0	0	0	0	LT
07-46-24-08-00000.2140	02			0	0	LT
07-46-24-08-00000.2150	02			0	0	LT
07-46-24-08-00000.2160	02			0	0	LT
07-46-24-08-00000.2170	02			0	0	LT
07-46-24-08-00000.2180	02			0	0	LT
07-46-24-08-00000.2190	02	0	0	0	0	LT
07-46-24-08-00000.2200	02			0	0	LT
07-46-24-08-00000.2210	02	0	0	0	0	LT
07-46-24-08-00000.2220	02			0	0	LT
07-46-24-08-00000.2230	02			0	0	LT
07-46-24-08-00000.2240	02	0	0	0	0	LT
07-46-24-08-00000.2250	00			0	0	LT
07-46-24-08-00000.2260	02			0	0	LT

07-46-24-08-00000.2270	02			0	0	LT
07-46-24-08-00000.2280	02	0	0	0	0	LT
07-46-24-08-00000.2290	02	0		0	0	LT
07-46-24-08-00000.2300	02			0	0	LT
07-46-24-08-00000.2310	02			0	0	LT
07-46-24-08-00000.2320	02			0	0	LT
07-46-24-08-00000.2330	02	0	0	0	0	LT
07-46-24-08-00000.2340	02			0	0	LT
07-46-24-08-00000.2350	02	0	0	0	0	LT
07-46-24-08-00000.2360	02			0	0	LT
07-46-24-08-00000.2370	02	0	0	0	0	LT
07-46-24-08-00000.2380	02			0	0	LT
07-46-24-08-00000.2390	02	0	0	0	0	LT
07-46-24-08-00000.2400	02			0	0	LT
07-46-24-08-00000.2410	02			0	0	LT
07-46-24-08-00000.2420	02			0	0	LT
07-46-24-08-00000.2430	02	0	0	0	0	LT
07-46-24-08-00000.2440	02			0	0	LT
07-46-24-08-00000.2450	02			0	0	LT
07-46-24-08-00000.2460	02			0	0	LT
07-46-24-08-00000.2470	02			0	0	LT
07-46-24-08-00000.2480	02			0	0	LT
07-46-24-08-00000.2490	02	0	0	0	0	LT
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07-46-24-18-00006.0040	01	0		80	116	LT
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07-46-24-18-00006.0240	01	0	0	80	125	LT
07-46-24-18-00006.0250	00			80	138	LT
07-46-24-18-00006.0260	01			80	121	LT
07-46-24-18-00006.0270	01	0	0	80	121	LT
07-46-24-18-00006.0280	01	0		80	121	LT
07-46-24-18-00006.0300	01	0	0	0	0	LT
07-46-24-18-00006.0320	01	0	0	0	0	LT
07-46-24-18-00006.0330	01			0	0	LT
07-46-24-18-00006.0340	01			0	0	LT
07-46-24-18-00006.0350	01	0	0	80	125	LT
07-46-24-18-00006.0360	01			80	118	LT
07-46-24-18-00006.0370	01			80	119	LT
07-46-24-18-00006.0380	01			80	120	LT
07-46-24-18-00006.0390	01	0	0	85	140	LT
07-46-24-18-00006.0400	01	0	0	85	140	LT
				0		

Nanci L. Erp, C.F.E. • Administrator

Phone: (239) 533-6136 • Fax: (239) 533-6289 • eMail: ErpN@LeePA.org

Number of Units	Rate	Status	Owner	Site
1	1		SINDLER THOMAS + ANTOINETTE M	17841 REBECCA AVE
20040	1		TLC PROPERTIES INC	FORT MYERS BEACH
30000	1		INTERNATIONAL CAPITAL	17707/711 SAN CARLOS B
20000	1		PHILLIPS ART + ZUELLA	FORT MYERS BEACH
20000	1		WILLOUGHBY YALE E	17741/745 SAN CARLOS B
50000	1		SWAMI ENTERPRISES INC	FORT MYERS BEACH
10000	1		JSD ENTERPRISES	FORT MYERS BEACH
10000	1		JSD ENTERPRISES	17821 SAN CARLOS B
2	1		GALA GEORGE + JANET 75% +	FORT MYERS BEACH
2	1		GALA GEORGE + JANET 75% +	FORT MYERS BEACH
2	1		FBR ASSOCIATES	17849/851 SAN CARLOS B
20000	1		PELICAN HARBOUR GROUP LLC	FORT MYERS BEACH
2	1		TIP TOP ISLES RESORT +	17863 SAN CARLOS B
2	1		ZUKAITIS JOHN + VERONICA	FORT MYERS BEACH
20000	1		FORT MYERS BEACH FIRE CONTROL	17891 SAN CARLOS B
21285	1		W R FOSTER LLC	FORT MYERS BEACH
4	1		UNITED LELY INVESTMENTS INC	17953/959 SAN CARLOS B
2	1		GAC ENTERPRISES LLC	FORT MYERS BEACH
39216	1		MANNER RICHARD	17975/979 SAN CARLOS B
89819	1		MAURER WILLIAM	FORT MYERS BEACH
2	1 P		LIGHTHOUSE MARINA PROPERTIES	FORT MYERS BEACH
1	1		FEY THOMAS F +	17671 SAN CARLOS BLVD
1	1		GOODBREAD STEVEN B + LESLEY A	17670 BROADWAY AV
1	1		HURILLA STEVEN T	FORT MYERS BEACH
1	1		OMEIR SAMIH	17680 BROADWAY AV
1	1		BELLE-ISLE WILLIAM G + PAMELA	FORT MYERS BEACH
1	1		SAVAGE GENEVIEVE A	17700 BROADWAY AV
1	1		SCHLIEVE DAVID A + BARBARA J	FORT MYERS BEACH
1	1		RECHKEMMER STANLEY J	17720 BROADWAY AV
1	1		POMEROY W BRITT JR	FORT MYERS BEACH
1	1		EBRIGHT LEONARD L	17730 BROADWAY AV
1	1		BETTS SANDRA J	FORT MYERS BEACH
1	1		CARLSON KATHY A	17760 BROADWAY AV
1	1		GALBER SCOTT PER REP	FORT MYERS BEACH
1	1		BOWLING LARRY	17770 BROADWAY AV
1	1		HOLLENBECK NANCY T	FORT MYERS BEACH
1	1		SCHRAM TAD D + SEPTEMBER R	17800 BROADWAY AV
1	1		MCCOLL LARRY	FORT MYERS BEACH
1	1		SWARTZ RONALD	17791 BROADWAY AV

1	1	WALLI KEVIN W + LEANN M	17771 BROADWAY AV
1	1	BRINDISE BARRY J + KATHLEEN A	17761 BROADWAY AV
1	1	MARINO SHARON +	17751 BROADWAY AV
1	1	BRINDISE MARGARET	17741 BROADWAY AV
1	1	WOODS RANDALL W + CARLA	17731 BROADWAY AV
1	1	SCHIELEIN DAVID G TR	17721 BROADWAY AV
9112	1	MALLOUS EFTHIMIOS +	17637 SAN CARLOS B
10000	1	DEHAYS LARRY J	17617 BROADWAY AV
99	1 H	BAYSIDE ESTATES UNIT 1	HDR: BAYSIDE ESTA
1	1	SCHMIDT DONNA L TR	17520 AZALEA LN
1	1	WEBB KERMIT	11411 AZALEA LN
1	1	KERSTETTER ROBERT + GEORGIA +	11401 AZALEA LN
1	1	WARD ROGER + BARBARA	11391 AZALEA LN
1	1	GOLDSBERRY RAYMOND TR	11381 AZALEA LN
1	1	BRAATZ ROBERT A +	11371 AZALEA LN
1	1	MILLER SCOTT A +	11361 AZALEA LN
1	1	MARTIN JOHN B + DORIS M	11351 AZALEA LN
1	1	WILLMS DAVID E + CAROL A	11341 AZALEA LN
1	1	IRVIN GEORGE R + JUDITH L	11331 AZALEA LN
1	1	GECKLER CALVIN + JOANNA TR	11321 AZALEA LN
1	1	BARTLEY MICHAEL D	11311 AZALEA LN
1	1	WOODCOCK ALFRED L + DEBRA	11301 AZALEA LN
1	1	COLSON WILLIAM M + KATHERINE L	11291 AZALEA LN
1	1	STECHSCHULTE DAVID L SR TR +	11281 AZALEA LN
1	1	RETTIG RAYMOND	11271 AZALEA LN
1	1	REHNER HENRY W + CARRIE S	11251 AZALEA LN
1	1	ALBERT JANET E TR	17540 STEVENS BLVD
1	1	ROSE MELVIN L	17550 STEVENS BLVD
1	1	SCHIRADELLE KATHLEEN P TR	11270 BOUGAINVILLE
1	1	SUSCO JOSEPH F + CONSTANCE	11280 BOUGAINVILLE
1	1	BERGMAN JEANNE FISCHER +	11290 BOUGAINVILLE
1	1	LIPCZYNSKI RICHARD P +	11300 BOUGAINVILLE
1	1	BUTLER FRANK+	11310 BOUGAINVILLE
1	1 P	ERWIN GERALD L + MARY LOU	11320 BOUGAINVILLE
1	1	KUFEL ROBERT	11330 BOUGAINVILLE
1	1	LINGENFELTER JAMES R	11340 BOUGAINVILLE
1	1	BLYTHE JAMES T + LAURA J	11350 BOUGAINVILLE
1	1	LINCOLN DALLAS L TR +	11360 BOUGAINVILLE
1	1	MENDES BEATRICE A TR	11370 BOUGAINVILLE
1	1	MENDES BEATRICE A TR	11380 BOUGAINVILLE
1	1	KIRKPATRICK ARTHUR L +	11390 BOUGAINVILLE
1	1	BENNETT ROBERT W SR + DEBORAH	11400 BOUGAINVILLE
1	1	HAWKINS JOSEPH G + SUSAN E TR	11410 BOUGAINVILLE
1	1	VANLERBERG PROPERTIES LLC	11430 BOUGAINVILLE

1	1	KLEIN THOMAS J + CATHY E	11431 BOUGAINVILLE
1	1	PETERSON DOUGLAS D + JUDITH M	11421 BOUGAINVILLE
1	1	GIBBS AUGUST R	11411 BOUGAINVILLE
1	1	FARNSWORTH JEFFREY S + DONNA L	11401 BOUGAINVILLE
1	1	FOSTER KATHY L TR	11391 BOUGAINVILLE
1	1	MISURA JANICE	11381 BOUGAINVILLE
1	1	KILPATRICK MEREDITH L TR	11371 BOUGAINVILLE
1	1	MALTAS JEFFREY S +	11361 BOUGAINVILLE
1	1	HORMANN FRANK G + JOANNE B	11351 BOUGAINVILLE
1	1	CLARK PATRICIA A	11341 BOUGAINVILLE
1	1	ANDERSON RICHARD A L/E	11331 BOUGAINVILLE
1	1	WEBBER BARTLETT J + SHIRLEY A	11321 BOUGAINVILLE
1	1	DUFFY SUSAN LENNOX	11311 BOUGAINVILLE
1	1	HARDEN VIRGINIA M +	11301 BOUGAINVILLE
1	1	STITES EUGENE A + CLARA L	11291 BOUGAINVILLE
1	1	BOESKOOL CORWIN L + KATHLEEN	11281 BOUGAINVILLE
1	1	BERGERON REBECCA ANNE PER REP	17580 STEVENS BLVD
1	1	HEITMANN HENRY W + CAROLYN D	17590 STEVENS BLVD
1	1	GEORGE MARK TR +	11270 CYPRESS LN
1	1	WRIGHT LUCILLE E	11280 CYPRESS LN
1	1	ROUSH ROY M	11290 CYPRESS LN
1	1	BRYANT CAROL P TR	11300 CYPRESS LN
1	1	GARBADE ERNEST	11310 CYPRESS LN
1	1	BERTSCH KAREN J TR	11320 CYPRESS LN
1	1	AESCHLIMAN ANN MARIE +	11330 CYPRESS LN
1	1	OGOREK EDWARD W + TERRI L	11340 CYPRESS LN
1	1	CALVERT BILLY	11350 CYPRESS LN
1	1	SUGLIA POMPILO + BONNIE	11360 CYPRESS LN
1	1	GABRICK ROBERT L + REBECCA L	11370 CYPRESS LN
1	1	KLEINE ROBERT J	11380 CYPRESS LN
1	1	J MATTHEW BRYANT + ROBERTA J	11390 CYPRESS LN
1	1	BRYANT J MATTHEW TR +	11400 CYPRESS LN
1	1	KOCH JAY C +	11420 CYPRESS LN
1	1	PAUL C + SUSANNE GRONDIN TRUST	11430 CYPRESS LN
1	1	COFFMAN EDMOND T +	11431 CYPRESS LN
1	1	ABBOTT BILLIE D + MARY C TR	11421 CYPRESS LN
1	1	LINDEBERG LARRY R TR +	11411 CYPRESS LN
1	1	LAVOIE ELAINE M	11401 CYPRESS LN
1	1	WHYTE LAWRENCE + VIRGINIA	11391 CYPRESS LN
1	1	FISHER MARILYN B L/E	11381 CYPRESS LN
1	1	LARSON DOUGLAS A +	11365 CYPRESS LN
1	1	KORENCHUK NANCY L TR	11361 CYPRESS LN
1	1	BROBST WILLIAM J + LORIE K	11351 CYPRESS LN
1	1	BERTSCH KAREN J TR	11341 CYPRESS LN

1	1	SHEPPARD JOHN C	11331 CYPRESS LN
1	1	ERICKSON LARRY WAYNE + SHEPHERD DAVID J	11321 CYPRESS LN
1	1	SWINGHOLM JAMES L TR	11311 CYPRESS LN
1	1	FOUNTAIN STEPHAN C + EVA M	11301 CYPRESS LN
1	1	LANG PHILIP A + MARGARET A	11291 CYPRESS LN
1	1	BETZRUHEN LLC	11271 CYPRESS LN
1	1	LEBLANC ROGER TR	17630 STEVENS BLVD
1	1	AUPPERLE RICHARD P	17721 REBECCA AVE
0.26	1	HEMELGARN REBECCA M	ACCESS UNDETERMI
1	1	BOURGON PIERRE	17731 REBECCA AVE
1	1	ROBERTS JAMES J + DANIELA MCDONALD	17741 REBECCA AVE
1	1	JANTSCHKE PAUL G + DAVIDSON GINA J TR	17751 REBECCA AVE
1	1	MYSAK DAMIEN E + A MARIA	17761 REBECCA AVE
1	1	GOODBREAD STEVEN B + LESLEY A	17771 REBECCA AVE
1	1	MCKINLEY A III	17781 REBECCA AVE
1	1	BOARDMAN DANIEL R + KAREN J	17791 REBECCA AVE
1	1	PETERSON GREG	17801 REBECCA AVE
1	1	PETERSON GREGORY G + NANCY R	17811 REBECCA AVE
1	1	FMBEACH CAPITAL LLC	17821 REBECCA AVE
66	1 H	BAYSIDE ESTATES UNIT 2	HDR: BAYSIDE ESTA
1	1	KENNEDY THOMAS E + LORRETTA M	17650 STEVENS BLVD
1	1	JOHNSON JERALD L + LYNA F	17660 STEVENS BLVD
1	1	WILZOCH DOLORES M	11280 DOGWOOD LN
1	1	WASKO BARBARA P L/E	11290 DOGWOOD LN
1	1	PAOLINA JOSEPH R + DONNA M	11300 DOGWOOD LN
1	1	HART MARTIN	11310 DOGWOOD LN
1	1	COLLIER GARY G + REBECCA	11320 DOGWOOD LN
1	1	AINSWORTH JOAN + THOMAS WAINWRIGHT	11330 DOGWOOD LN
1	1	BORUTA HALINA + DANIEL ROBERT WILK	11340 DOGWOOD LN
1	1	MCLEOD DARLYS + FRED	11350 DOGWOOD LN
1	1	KAMMER ROBERT L	11360 DOGWOOD LN
1	1	NURRENBERN DOTTY J + FULKERSON BRUCE W TR	11370 DOGWOOD LN
1	1	MCREYNOLDS WILLIAM L	11380 DOGWOOD LN
1	1	TURNOCK RALPH + MARY JAN	11390 DOGWOOD LN
1	1	TURNOCK RALPH O + MARY JANE TR	11400 DOGWOOD LN
1	1	PORTER JOLIE + SINGLETON DENNIS R TR	11410 DOGWOOD LN
1	1	LEBREUX RICHARD E TR	11420 DOGWOOD LN
1	1	STUYCK ROBERT A + ROBIN D	11430 DOGWOOD LN
1	1	DOLINAR JAMES TR	11440 DOGWOOD LN
1	1	PEET ROGER D + JUDY A TR	11450 DOGWOOD LN
1	1	ZEEDYK FRED JR + TRACY WINTON	11460 DOGWOOD LN
1	1	BERTRAM WALTER W + SALLY K	11470 DOGWOOD LN
1	1	LOUIS N ARCHINAL LIVING TRUST	11480 DOGWOOD LN
1	1	MURPHY WILLIAM C + ROSE MARIE	11490 DOGWOOD LN

1	1	ESTELL SHIRLEY L	11500 DOGWOOD LN
1	1	MILLER BEULAH B TR + MILLER GAYL GORD D TR	11510 DOGWOOD LN
1	1	YERGEAU KENNETH A	11520 DOGWOOD LN
1	1	PEZZIMENTI FRANK D	11530 DOGWOOD LN
1	1	SECORD ARVID C + EDA	11540 DOGWOOD LN
1	1	FLANNERY MARLIN W + JENNIE JO	11550 DOGWOOD LN
1	1	SCHRECKENGOST TENNIS R JR + SCHRECKENGOST JEANNE MAM	11560 DOGWOOD LN
1	1	CHASTAIN JOYCE D TR	11570 DOGWOOD LN
1	1	MILLER WILLIAM J + SYLVIA S 201 FRENCH RD	11580 DOGWOOD LN
1	1	LOVE DENISE W	11590 DOGWOOD LN
1	1	SHAWBER EUGENE	11600 DOGWOOD LN
1	1	HEJNY COLLEEN M TR FOR COLLEEN M HEJNY TRUST	11610 DOGWOOD LN
1	1	MYERS HARRY E L/E	11620 DOGWOOD LN
1	1	PROUDFOOT PHILIP F + PATRICIA	11630 DOGWOOD LN
1	1	HELVEY JACK A + MAE E L/E	11640 DOGWOOD LN
1	1	BETE DAVID L + THERESA M	11650 DOGWOOD LN
1	1	BARTELL THOMAS E + DIANE A TR	11660 DOGWOOD LN
1	1	HAWKINS JOSEPH G + SUSAN E TR FOR HAWKINS TRUST	11651 DOGWOOD LN
1	1	DOTTERWEICH JOHN F + DONNA J	11641 DOGWOOD LN
1	1	HALL JOHN C + VICKIE S	11621 DOGWOOD LN
1	1	FAVEERE RONALD E + JUDITH TR FOR FAVEERE TRUST	11611 DOGWOOD LN
1	1	YANTZ WALLACE + BONNIE	11601 DOGWOOD LN
1	1	HAWKINS JOSEPH G + SUSAN E TR FOR HAWKINS TRUST	11591 DOGWOOD LN
1	1	OLSEN GARY A	11581 DOGWOOD LN
1	1	LOEBRICH RONALD C + SUZANNE	11571 DOGWOOD LN
1	1	SCHEMERS WILLIAM N + CAROL J	11561 DOGWOOD LN
1	1	CATALA MARTA M + MAUER LEONARD JT	11551 DOGWOOD LN
1	1	TIPTON DONALD A + DOROTHY J	11541 DOGWOOD LN
1	1	MYCOSKIE SHERMA JEAN	11531 DOGWOOD LN
1	1	HOLTAN KEITH P TR + FOR KEITH P HOLTAN TRUST	11521 DOGWOOD LN
1	1	DOTY CHARLES C + ANNE S TR FOR DOTY TRUST	11511 DOGWOOD LN
1	1	HARGRAVES ROBERT JR + CELINE L	11501 DOGWOOD LN
1	1	MARTIN WILLIAM M + CONNIE R 20015 RD	11491 DOGWOOD LN
1	1	LOUDERMILK RONDA	11481 DOGWOOD LN
1	1	DEPINET JOSEPH S + KATHRYN G R	11471 DOGWOOD LN
1	1	CABRERA DONALD M + JOYCE A	11461 DOGWOOD LN
1	1	MCNALL MARK A TR MCNALL SUSAN TR	11441 DOGWOOD LN
1	1	SNYDER JOHN F + MARY LEE	11421 DOGWOOD LN
1	1	SAUNDERS GARY WAYNE + BARBARA	11381 DOGWOOD LN
1	1	STOCKLEY BARBARA B + HOWELL JOHNNY JR JT	11361 DOGWOOD LN
1	1	KRAFT JERRY R + MYRNA B	11341 DOGWOOD LN
1	1	NARAGON DAVE R	11331 DOGWOOD LN
1	1	PAQUETTE JOYCE A TR FOR JOYCE A PAQUETTE TRUST	11311 DOGWOOD LN
1	1	LAW RONALD	11301 DOGWOOD LN

1	1	MARX CHESTER F + BETTY L L/E	11281 DOGWOOD LN
1	1	FAULK LARRY D SR L/E	11271 DOGWOOD LN
1	1	BLANCHARD MADALYN E +	11451 REBECCA CIR
1	1	ARNO LARRY J +	11471 REBECCA CIR
1	1	PITTS JUDITH A L/E	11481 REBECCA CIR
3	1	HEMELGARN REBECCA M	11491 REBECCA CIR
1	1	MARTIN GERALD T + FRANCES A	11470 REBECCA CIR
1	1	WHITAKER BRUCE E + KAREN G	11460 REBECCA CIR
1	1	OTTO MICHAEL D + JENNIFER	11450 REBECCA CIR
1	1	GREEN HOWARD KENT	17750 REBECCA AVE
1	1	HAUBIEL CHARLES W	17738/740 REBECCA
1	1	TUTJILL J RICHARD + MARY J	17730 REBECCA AVE
1	1 H	BAYSIDE ESTATES UNIT 3	HDR: BAYSIDE ESTA
1	1	MILAN DARRELL E	17690 EGLANTINE LN
1	1	DARBY JAMES M TR +	17700 EGLANTINE LN
1	1	HACKNEY JOSEPH Z SR	17710 EGLANTINE LN
1	1	MILLER PATRICIA L/E	17720 EGLANTINE LN
1	1	WALSH ROBERT J TR	17730 EGLANTINE LN
1	1	HACKER RONALD G	17740 EGLANTINE LN
1	1	GRACZYK EUGENE R +JANET A L/E+	17750 EGLANTINE LN
1	1	DRONE DAN C +	17760 EGLANTINE LN
1	1	BONINE GLORIA	17770 EGLANTINE LN
1	1 P	HUSKIN CATHERINE M	17780 EGLANTINE LN
1	1	JOHNSON GARY L + GLORIA J	17790 EGLANTINE LN
1	1	BOUZIANIS GEORGE +	17800 EGLANTINE LN
1	1	REUPERT DONALD + MARY BETH	17810 EGLANTINE LN
1	1	GIBBS AUGUST R	17820 EGLANTINE LN
1	1	BOTT ROBERT +	17830 EGLANTINE LN
1	1	MCDONALD SUE ANN ANTLE	17840 EGLANTINE LN
1	1	PHILBRICK JOHN A + REBECCA M	17850 EGLANTINE LN
1	1	GUPTILL JAMES D + PATSY L TR	17860 EGLANTINE LN
1	1	CUMMINGS GEORGE P L/E	17870 EGLANTINE LN
1	1	MCDONALD JAMES H +	17880 EGLANTINE LN
1	1	GREEN MAX E	17890 EGLANTINE LN
1	1	GALLAGHER ROBERT J TR +	17900 EGLANTINE LN
1	1	HEATH ALLAN + EVELYN	17910 EGLANTINE LN
1	1	SHERMAN THOMAS R TR	17920 EGLANTINE LN
1	1	JOHNSON RICHARD + ALICE F L/E	17921 EGLANTINE LN
1	1	THOMAS + KAREN JAEGER TRUST	17911 EGLANTINE LN
1	1	FORET KENNETH O + NANCY J	17901 EGLANTINE LN
1	1	DESMOND IRENE V +	17891 EGLANTINE LN
1	1	VATTEROTH RUDOLPH + WILMA +	17885 EGLANTINE LN
1	1	HALL DANIEL C + MARTHA A	17881 EGLANTINE LN
1	1	HOGAN BRITTMARIE FINSTAD TR	17871 EGLANTINE LN

1	1	BAAN MARINUS +	17861 EGLANTINE LN
1	1	HEIL BRIAN M TR +	17851 EGLANTINE LN
1	1	FOR BRATHAN MATH TRUST	FORT MYERS BEACH
1	1	WAGNER THOMAS J + LISA R	17841 EGLANTINE LN
1	1	JEFFREY RONALD C TR +	17831 EGLANTINE LN
1	1	JEFFREY QUENTIN C TR	FORT MYERS BEACH
1	1	FREEMAN WILLIAM N	17821 EGLANTINE LN
1	1	HELWIG BARBARA J L/E	17811 EGLANTINE LN
1	1	GREINER LARRY E + JOYCE A	17801 EGLANTINE LN
1	1	17801 EGLANTINE LN	FORT MYERS BEACH
1	1	JONES TAMERA L	17791 EGLANTINE LN
1	1	POTTS REBECCA KAY	17781 EGLANTINE LN
1	1	DINWIDDIE HARRY E III +	17771 EGLANTINE LN
1	1	DINWIDDIE ROBERT A III	FORT MYERS BEACH
1	1	HENN STANLEY C + JUDITH A L/E	17761 EGLANTINE LN
1	1	HACKNEY CONSTANT J + WENDI J	17751 EGLANTINE LN
1	1	STORGAARD DONALD L/E +	17741 EGLANTINE LN
1	1	STORGAARD WENDY L/E	FORT MYERS BEACH
1	1	ABRIOLA JOHN J + MARJORIE J	17731 EGLANTINE LN
1	1	GALATZ RALPH L + SUSAN R	17721 EGLANTINE LN
1	1	2060 WILSON COURT	FORT MYERS BEACH
1	1	RAUM ROBERT P	17711 EGLANTINE LN
1	1	GOODE STEPHEN	17691 EGLANTINE LN
1	1	LASKO DONALD W SR + MARGARET A	17830 REBECCA AVE
1	1	SANDERSON CHAD M	17840 REBECCA AVE
1	1	EDWARDS RONALD D + PAULINE A	17850 REBECCA AVE
1	1 H	BAYSIDE ESTATES UNIT 4	HDR: BAYSIDE ESTA
1	1	MAYER RANDY E	17690 STEVENS BLVD
1	1	GAGNE GERARD J TR	17700 STEVENS BLVD
1	1	FOR GERARD J GAGNE TRUST	FORT MYERS BEACH
1	1	O'BRIEN BARBARA J TR	17710 STEVENS BLVD
1	1	FOR BARBARA J O'BRIEN TRUST	FORT MYERS BEACH
1	1	DEFAULT JACK F + MARY BETH	17720 STEVENS BLVD
1	1	1216 BRADY RD	FORT MYERS BEACH
1	1	LUCAS THOMAS J + SUSAN M	17730 STEVENS BLVD
1	1	20 BOY 201	FORT MYERS BEACH
1	1	TONSAGER LAVERNE D TR	17740 STEVENS BLVD
1	1	FOR GWENDOLYN T TONSAGER TRUST	FORT MYERS BEACH
1	1	KLAR MARCEL	17750 STEVENS BLVD
1	1	TRUSTEE JOHN H L/E	17760 STEVENS BLVD
1	1	17760 STEVENS BLVD	FORT MYERS BEACH
1	1	NAPPI JOSEPH C TR	17770 STEVENS BLVD
1	1	FOR JOSEPH C NAPPI TRUST	FORT MYERS BEACH
1	1	SMITH REX + ALICIA	17780 STEVENS BLVD
1	1	WAKELEE DONALD W + BETTY H	17790 STEVENS BLVD
1	1	LINDGREN PAUL H +	17800 STEVENS BLVD
1	1	601 EPO STONE L/E	FORT MYERS BEACH
1	1	BOYLE LEO J + MARYLYN A TR	17810 STEVENS BLVD
1	1	FOR BOYLE TRUST	FORT MYERS BEACH
1	1	GUY PAUL + PAULINE TR	17820 STEVENS BLVD
1	1	FOR GUY TRUST	FORT MYERS BEACH
1	1	BURNHAM BRUCE P + DENISE A	17830 STEVENS BLVD
1	1	10370 BOVAL RIDGE	FORT MYERS BEACH
1	1	COELHO RAYMOND SR + MARY E	17840 STEVENS BLVD
1	1	MATARESE MELISSA TR	17850 STEVENS BLVD
1	1	FOR MELISSA MATARESE TRUST	FORT MYERS BEACH
1	1	LEPPINK CRAIG TR	17860 STEVENS BLVD
1	1	FOR CRAIG W LEPPINK TRUST	FORT MYERS BEACH
1	1	KERANEN JAMES D + RUTH A L/E	17870 STEVENS BLVD
1	1	LANDHERR CLIFFORD A + JUDITH H	17880 STEVENS BLVD
1	1	TUCKER EARNEST W + JOYCE D TR	17890 STEVENS BLVD
1	1	FOR TUCKER TRUST	FORT MYERS BEACH
1	1	HODGE JUNE M TR +	17900 STEVENS BLVD
1	1	17910 STEVENS BLVD	FORT MYERS BEACH
1	1	ZWART RICHARD J + MARY J L/E	17910 STEVENS BLVD
			FORT MYERS BEACH

1	1	ROBICHAUD LAWRENCE + IRENE TR	17920 STEVENS BLVD
1	1	HUNT ROBERT J + FOR LAWRENCE + IRENE ROBICHAUD TRUST	17921 STEVENS BLVD
1	1	RICHARDS KAREN M T/C PAOLINA JOSEPH R + DONNA M	17911 STEVENS BLVD
1	1	DEFFINBAUGH FRED JD + ROSE M	17901 STEVENS BLVD
1	1	17891 STEVENS BLVD THOMPSON DAVID A + BARBARA J	17891 STEVENS BLVD
1	1	ZAUDTKE MARIAN L	17881 STEVENS BLVD
1	1	ADAMS JOHN D + MARY ANN	17871 STEVENS BLVD
1	1	CARROLL CLIFFORD W + ANITA G	17865 STEVENS BLVD
1	1	KNELLER DENNIS TR + KNEELER MARGARET TR	17861 STEVENS BLVD
1	1	GUBI CRAIG A SR + JOYCE I L/E	17851 STEVENS BLVD
1	1	17841 STEVENS LTD	17841 STEVENS BLVD
1	1	338 STEVENS BLVD DIEBERT JERRY R + JACKIE L	17831 STEVENS BLVD
1	1	LUCIA TERRY R	17821 STEVENS BLVD
1	1	538 STEVENS BLVD SCHMITZ SHARON LUCILLE	17811 STEVENS BLVD
1	1	17801 STEVENS BLVD KLUMPP ARTHUR A + KUMPP DONALD M TR	17801 STEVENS BLVD
1	1	BRINK GLENN ALLEN TR + FOR GLENN ALLEN BRINK TRUST	17791 STEVENS BLVD
1	1	XAMPLAS FLORENCE TR FOR XAMPLAS FAMILY TRUST	17781 STEVENS BLVD
1	1	CAMPBELL MARY C +	17771 STEVENS BLVD
1	1	SCHNEIDER WILLIAM H + ANN E	17761 STEVENS BLVD
1	1	MULVANEY JAMES D SR TR + MULVANEY SHARON L TR H/W	17751 STEVENS BLVD
1	1	KELLER JAMES R + JUDITH L	17741 STEVENS BLVD
1	1	WERHANE BETTY L TR FOR WERHANE TRUST	17731 STEVENS BLVD
1	1	HOPPER JUDITH L	17721 STEVENS BLVD
1	1	NICKEL KENNETH A + BRITTNEY A	17711 STEVENS BLVD
1	1	706 COLLETT RD PALILONIS EDWARD + CYNTHIA L	17701 STEVENS BLVD
1	1	17691 STEVENS BLVD HAYHURST RICHARD G + NANCY A	17691 STEVENS BLVD
1	1	WERSEN ERIK G + MARY ANN	17681 STEVENS BLVD
1	1	17671 STEVENS BLVD GEHRING JAN	17671 STEVENS BLVD
1	1	MANVILLE GERALD + MARY E	17661 STEVENS BLVD
1	1	MARTINEZ KATHLEEN S + ROGER + LEMASTER BECKY A + ROBERT M T/C	17651 STEVENS BLVD
1	1	KEPLEY CHARLES G = CONNIE R 418 N STEVENS CT	17641 STEVENS BLVD
1	1	KAISER GERALD F TR FOR G.F. KAISER TRUST	17631 STEVENS BLVD
1	1	PAULEY BETTY	17621 STEVENS BLVD
1	1	URBAN CAROL L TR FOR CAROL L URBAN TRUST	17611 STEVENS BLVD
1	1	GLASSER SHIRLEY A L/E	17601 STEVENS BLVD
1	1	17591 STEVENS BLVD VAN HORNE SUZANNE + EDUARDO DAVID S TR	17591 STEVENS BLVD
1	1	17585 STEVENS BLVD PEAK KEVIN S PO BOX 566	17585 STEVENS BLVD
1	1	MORRISON LLOYD D + CLAIRE L TR FOR LLOYD D + CLAIRE L MORRISON FAMILY	17581 STEVENS BLVD
1	1	SEBBY JAMES M + SUSAN L TR FOR SEBBY TRUST	17571 STEVENS BLVD
1	1	HAWKINS JOSEPH + SUSAN TR FOR HAWKINS TRUST	17561 STEVENS BLVD
1	1	BACON STEPHEN E + MARGARET S	17551 STEVENS BLVD
1	1	321 STEVENS RD SALTER DANNY C	17541 STEVENS BLVD
1	1	HEISE WILLIAM L + EILEEN T	11221 AZALEA LN
1	1	ABBOTT JEANNE A	11211 AZALEA LN

1	1	FLANAGAN MICHAEL P TR	17901 REBECCA AVE
1	1	TOURANGEAU PAULA C L/E	17891 REBECCA AVE
1	1	JULIO MARK TR	17881 REBECCA AVE
1	1	CHRISTENSEN PAUL W JR + FOR PAUL W CHRISTENSEN TRUST	17861 REBECCA AVE
1	1	MANSFIELD RONALD W + FOR RONALD W MANSFIELD TRUST	17851 REBECCA AVE
1	1	CHARARA CHRISTINE L TR	17831 REBECCA AVE
1	1 H	BAYSIDE ESTATES UNIT 5	HDR: BAYSIDE ESTATES
1	1	CZAJKOWSKI LONGINE	17540 PEPPARD DR
1	1	MILLER RICHARD B + LYNN V	17550 PEPPARD DR
1	1	JOYCE JOHN J + SHARON L	17560 PEPPARD DR
1	1	SCHROEDER DAN D + CAROL L TR	17570 PEPPARD DR
1	1	BERGFELD DAVID P + TAMARA 1103 5TH SEAININGS DR	17580 PEPPARD DR
1	1	NAUGHTIN WILLIAM + SALLY TR	17590 PEPPARD DR
1	1	BEELER ROY E + JEAN E	17600 PEPPARD DR
1	1	WHITE JESSE W + JANET G	17610 PEPPARD DR
1	1	SCHAUER WILLIAM A TR + COPIER MARI ENNE M TR	17620 PEPPARD DR
1	1	COPE RUSSELL T + COPE ELIZABETH L TIC	17630 PEPPARD DR
1	1	GARRETT LARRY M + FAYE G	17640 PEPPARD DR
1	1	URBAN ROGER + MARY FRAN	17650 PEPPARD DR
1	1	KARRIP SAMUEL E + DOREEN RAE	17660 PEPPARD DR
1	1	LANG ROGER H + FLORENCE E	17670 PEPPARD DR
1	1	SIMON JOHN C TR	17680 PEPPARD DR
1	1	CAISSIE ROSEANNA M 17690 PEPPARD DR	17690 PEPPARD DR
1	1	KALMAR MICHAEL S + CAROL D	17700 PEPPARD DR
1	1	SCHAEFER WAYNE C TR + SCHAEFER JUDITH L TR	17710 PEPPARD DR
1	1	DEGRAFF DARLENE C TR	17720 PEPPARD DR
1	1	SCHROEDER DIANE J TR FOR DIANE J SCHROEDER TRUST	17730 PEPPARD DR
1	1	BUTLER KEVIN J + BUTLER CATHERINE T TIC	17740 PEPPARD DR
1	1	SPRENKEL RONALD L TR FOR RONALD L SPRENKEL TRUST	17750 PEPPARD DR
1	1	MAGNOTTA THOMAS R + MAGNOTTA CHERYL MARIE WAM	17760 PEPPARD DR
1	1	WHITAKER ELIZABETH R	17770 PEPPARD DR
1	1	ZAK BRIAN S + DEBRA L 344 ROOSEVELT SHORES DR NE	17780 PEPPARD DR
1	1	WAINSCOTT ERIC R + KRISTIN M	17790 PEPPARD DR
1	1	KUHL JOSEPH W	17800 PEPPARD DR
1	1	CROPP KENNETH L + JUDITH A	17810 PEPPARD DR
1	1	OSTENDORF JERRY L + RAGINA A 210 HAYES DR	17820 PEPPARD DR
1	1	KELLY MARLYN D 213 N CANDLER CT	17830 PEPPARD DR
1	1	COELHO MARY E + ADAMOWSKI JOHN R	17840 PEPPARD DR
1	1	ADAMOWSKI JOHN R + SHEILA K	17850 PEPPARD DR
1	1	HUTTON HEATHER ANNE	17870 PEPPARD DR
1	1	BIBEL EMERY C + DEANNA K 124 BEECH TRAIL DR	17880 PEPPARD DR
1	1	HAMILTON KEITH D + PATRICIA A	17890 PEPPARD DR
1	1	HAMILTON PATRICIA A TR FOR PATRICIA A HAMILTON TRUST	17900 PEPPARD DR
1	1	GORDON ALAN R	17910 PEPPARD DR

1	1	KRYDER ROGER	17920 PEPPARD DR
1	1	KELLY PERRY G + MARY JO	17930 PEPPARD DR
1	1	E P B CORPORATION	17940 PEPPARD DR
1	1	CHAPMAN JEAN	17941 PEPPARD DR
1	1	GERDS RAYMOND M + BEVERLY A TR	17931 PEPPARD DR
1	1	MARTIN ROBERT L + JESSIE	17921 PEPPARD DR
1	1	CARDIA RAYMOND D + DOROTHY M	17911 PEPPARD DR
1	1	BEZEMER JAMES W + AUDREY	17901 PEPPARD DR
1	1	SHANER TIMOTHY P + NELLIE J	17891 PEPPARD DR
1	1	MAHONY WILLIAM F + ELAINE D	17881 PEPPARD DR
1	1	GILLER MICHAEL + PATRICIA	17871 PEPPARD DR
1	1	HARNER JAMES O + NANCY S TR	17861 PEPPARD DR
1	1	DASILVA JANICE C TR +	17851 PEPPARD DR
1	1	YOWELL RONALD W + SUSAN G	17841 PEPPARD DR
1	1	ADAMS BETTY A + GEORGE H JR TR	17831 PEPPARD DR
1	1	CUNNINGHAM MARLYN R +	17821 PEPPARD DR
1	1	EBERSOLE KAREN +	17811 PEPPARD DR
1	1	BOZE JERRY D + PATRICIA D	17801 PEPPARD DR
1	1	SNYDER STEVEN G + VICKY C	17791 PEPPARD DR
1	1	RIEGER PATRICIA A	17781 PEPPARD DR
1	1	CAISSIE PAUL E + JEANNINE P TR	17771 PEPPARD DR
1	1	LEONARD MARY JO	17761 PEPPARD DR
1	1	EVERSOLE KATHY LYNN	17751 PEPPARD DR
1	1	SIMMONS GEORGE L JR TR +	17741 PEPPARD DR
1	1	BEZEMER JAMES W	17731 PEPPARD DR
1	1	SALAMON-TAYLOR JANICE C TR	17721 PEPPARD DR
1	1	SCHOLZ JACK E +	17711 PEPPARD DR
1	1	BATKE RICHARD A +	17701 PEPPARD DR
1	1	WILKINS FRANKLIN S TR	17691 PEPPARD DR
1	1	MOLYNEAUX BRYAN DOUGLAS +	17681 PEPPARD DR
1	1	ROTH BONNIE B TR	17671 PEPPARD DR
1	1	HUG CELESTE	17661 PEPPARD DR
1	1	GLAUB STEPHEN TR +	17651 PEPPARD DR
1	1	BJORNSRUD PAULINE M	17641 PEPPARD DR
1	1	KRACAW THOMAS K +	17631 PEPPARD DR
1	1	NIES EARL J TR	17621 PEPPARD DR
1	1	CORNAGLIA BRIAN A +	17611 PEPPARD DR
1	1	MANN LESLIE	17601 PEPPARD DR
1	1	BARCLAY JAMES +	17591 PEPPARD DR
1	1	THALLMAN JANE H	17581 PEPPARD DR
1	1	ZAUNER FRED G + DIANE E L/E	17571 PEPPARD DR
1	1	BOXMA GARY GP + ELIZABETH A	17561 PEPPARD DR
1	1	MIRACLE JOHN G TR +	17551 PEPPARD DR
1	1	WATSON DONALD T +	17541 PEPPARD DR

1	1	BIESECKER JAMES B + BETTY L TR	11191 AZALEA LN
1	1 H	BAYSIDE ESTATES UNIT 6	HDR: BAYSIDE ESTATES
1	1	BAKER JOANNE D	11181 AZALEA LN
1	1	OLSEN BARRY W	17550 BRYAN CT
1	1	SCHWINGHAMMER GEORGE J + SUSAN	17570 BRYAN CT
1	1	CHAIKOWSKI FRANK T + MARY V	17580 BRYAN CT
1	1	GORDON KEITH + BETTY	17590 BRYAN CT
1	1	SHAILER RICHARD C + KATHRYN A	17600 BRYAN CT
1	1	HICKS NORMAN G + PEGGY A	17610 BRYAN CT
1	1	SCHWAB C RALPH + LINDA M	17620 BRYAN CT
1	1	WILSON DONALD W	17630 BRYAN CT
1	1	SYLVERS MARK A + CHERYL A	17640 BRYAN CT
1	1	CLIFFORD ELIZABETH A TR	17650 BRYAN CT
1	1	ANDERSON CRAIG G + JOANNE L/E	17660 BRYAN CT
1	1	WARD DONALD L + SUSAN K TR	17670 BRYAN CT
1	1	KLINGBERG LEARNOLD + JUDITH +	17680 BRYAN CT
1	1	HELTON JAMES A	17690 BRYAN CT
1	1	RYAN JAMES A SR + RACHAEL A TR	17700 BRYAN CT
1	1	FOGARTY TIMOTHY R + KATHLEEN S	17710 BRYAN CT
1	1	HAHN PATSY A +	17720 BRYAN CT
1	1	PUFFENBARGER RONALD + MARY TR	17730 BRYAN CT
1	1	ADAMS CHARLES E + VITUSA E	17740 BRYAN CT
1	1	ANDERSON SANDRA +	17750 BRYAN CT
1	1	ELY GRANT M + LYDIA	17760 BRYAN CT
1	1	HOLLER KENNETH J + JUDITH A	17770 BRYAN CT
1	1	HOGLUND GORDON G L/E +	17780 BRYAN CT
1	1 P	DOMINGUEZ LUIS N TR +	17790 BRYAN CT
1	1	POPOVICH JOHN F + BARBARA A	17800 BRYAN CT
1	1	ANDRUZIS CAROL S	17810 BRYAN CT
1	1	CHESTER NORMAN C + VIRGINIA M	17820 BRYAN CT
1	1	BORRE EMIL F + JEANNE M	17830 BRYAN CT
1	1	RUHWEDEL SHIRLEY A	17840 BRYAN CT
1	1	RUTTER CAROL ANN + NORMAN T	17850 BRYAN CT
1	1	FARINHA PAUL W + MAUREEN C	17860 BRYAN CT
1	1	HERMANN PHILIP J + DIANE M	17870 BRYAN CT
1	1	SPENCER DARL E +	17880 BRYAN CT
1	1	ARNT KENNETH E + M SUSAN	17890 BRYAN CT
1	1	MCMAHON ROBERT J + JUDY A TR	17900 BRYAN CT
1	1	WASKO FRANK J + PATRICIA E	17910 BRYAN CT
1	1	DIEMER GLEN A + MARY K	17920 BRYAN CT
1	1	EMPOSIMATO DEBORAH A TR	17930 BRYAN CT
1	1	BRADSHAW JAMES E + TERESA M	17940 BRYAN CT
1	1	ARMSTRONG STEPHEN T TR +	17950 BRYAN CT
1	1	ALLEN EDITH L L/E	17951 BRYAN CT

1	1	BEDNARZ PAUL J + LINDA G	17941 BRYAN CT
1	1	DOZEMAN TIMOTHY J + VALERIE B	17931 BRYAN CT
1	1	WESCOAT KENNETH J + DEBORAH A	17921 BRYAN CT
1	1	PLANTE EMILIO + PIERRETTE	17911 BRYAN CT
1	1	SANDQUIST JOHN D + PATRICIA B	17901 BRYAN CT
1	1	EARLE CAROLYN D TR	17891 BRYAN CT
1	1	RINK ANNETTE	17881 BRYAN CT
1	1	HOLT DAVID L TR	17871 BRYAN CT
1	1	VIZZARI LUIGI + ROSINA ANN	17861 BRYAN CT
1	1	CONLEY BETTY LOU	17851 BRYAN CT
1	1	BATES WILLIAM R +	17841 BRYAN CT
1	1	LANCASTER LAWRENCE O + CAROLE	17831 BRYAN CT
1	1	WOHLHART JAMES A + PAULA Y	17821 BRYAN CT
1	1	TRETTER SUSAN G	17811 BRYAN CT
1	1	WALL JAMES K + DONNA B	17801 BRYAN CT
1	1	HERMAN WALLACE M TR +	17791 BRYAN CT
1	1	LINDSEY PATRICK W + GERALDINE TR	17781 BRYAN CT
1	1	STAPLES PAUL E TR +	17771 BRYAN CT
1	1	POTTENGER VERNON + JANELLA L	17761 BRYAN CT
1	1	SAGERS COLLEEN F	17751 BRYAN CT
1	1	HEALEY MICHAEL S TR	17741 BRYAN CT
1	1	HUEPENBECKER PHILIP + BARBARA	17731 BRYAN CT
1	1	JOHNSON WILLIAM L + LYNNE E	17721 BRYAN CT
1	1	MILLER DIANNE KAYE TR	17711 BRYAN CT
1	1	BOMHOF DAVID M + SUSAN JO	17701 BRYAN CT
1	1	HOWARD WILLIAM W TR	17691 BRYAN CT
1	1	KERNER RICHARD J + SANDRA A	17681 BRYAN CT
1	1	FREY WAYNE H	17671 BRYAN CT
1	1	HAGUE JANE E TR	17661 BRYAN CT
1	1	BISCHOFF PAUL A + CONNIE J TR	17651 BRYAN CT
1	1	SCHMIDT JULIAN STEPHEN	17641 BRYAN CT
1	1	MCCARVILLE JOHN WILLIAM TR +	17631 BRYAN CT
1	1	FORBES HAZEL R TR	17621 BRYAN CT
1	1	MILLERBERND RALPH + JANET	17611 BRYAN CT
1	1	DURANTE CAROL J + MICHAEL J TR	17601 BRYAN CT
1	1	MIX CHARLES C + JOYCE E	17591 BRYAN CT
1	1	WORRELL BERNIE D + MYRNA D	17581 BRYAN CT
1	1	GURAL WILLIAM A + KIM R	17571 BRYAN CT
1	1	BEATTY ROSCOE C + VINA G	17561 BRYAN CT
1	1	KNAPP DAVID E + MARY ELIZABETH	17551 BRYAN CT
1	1	RATHKA STEVEN F + JANET M	17541 BRYAN CT
1	1	CAPEK JAMES H + LORENE J	17531 BRYAN CT
1	1	EBERT F CARLTON + SANDRA J	17521 BRYAN CT
1	1	SCHNITZLER ED JR + WANDA COTR	17511 BRYAN CT

1	1	PECTEAU STEVE L + RAEANN	11111 BAYSIDE LN
1	1	HESSLER EUGENE C + LINDA	11101 BAYSIDE LN
1	1	SUSSMAN ELISABETH A	11091 BAYSIDE LN
1	1	TRETHEWEY RICHARD W + PATRICIA	11081 BAYSIDE LN
1	1	CARTER PAUL E + LOUISE M	11071 BAYSIDE LN
1	1	KRSNAK DENNIS D + LEONA A	17500 PRIMROSE CT
1	1	BOYLE LAWRENCE F + LINDA M	17510 PRIMROSE CT
1	1	STONE ROBERT A + ELAINE P	17520 PRIMROSE CT
1	1	SMOTRILLA MARY ANN TR	17530 PRIMROSE CT
1	1	BOHLEN JAMES P + CYNTHIA A	17540 PRIMROSE CT
1	1	SPOERNER JAMES H TR + CROENES DOLORES J TR	17550 PRIMROSE CT
1	1	LEACH LESLIE C + KATHRYN A TR	17560 PRIMROSE CT
1	1	STOLLENWERK RITA P L/E	17570 PRIMROSE CT
1	1	MINI GRACE M TR	17600 PRIMROSE CT
1	1	WILLHAM STEVEN H TR + TUMPKIN MARY L TR	17610 PRIMROSE CT
1	1	SCULLY W SUE TR	17620 PRIMROSE CT
1	1	HEIDEMANN JORGEN + CAMILLA	17630 PRIMROSE CT
1	1	SCHETTER WAYNE R + JANE M TR	17631 PRIMROSE CT
1	1	ALWARD ARBUTUS M TR	17621 PRIMROSE CT
1	1	HALLBERG EUGENE C	17611 PRIMROSE CT
1	1	SEDLAK LOUIS + ROSEMARIE	17601 PRIMROSE CT
1	1	SCHULTZ CAMILLE A	17591 PRIMROSE CT
1	1	STASHAK TED + ELAINE	17581 PRIMROSE CT
1	1	FREY EMMETT W + PATRICIA A	17571 PRIMROSE CT
1	1	DINICOLA LOREEN	17561 PRIMROSE CT
1	1	BROUILLARD THOMAS R + LAURA J	17551 PRIMROSE CT
1	1	CHANDLER JOHN M	17541 PRIMROSE CT
1	1	HUTCHINSON MICHAEL E	17531 PRIMROSE CT
1	1	BROWN ROBERT A + ROSALIE G	17521 PRIMROSE CT
1	1	BROWN ROBERT A + ROSALIE G	17511 PRIMROSE CT
1	1	MORLEY JOHN M + ELIZABETH M TR	17501 PRIMROSE CT
1	1	DODIN PATRICIA E TR	11061 BAYSIDE LN
55	1	BAYSIDE ESTATES PH-7 PT-2 U-2	HDR: BAYSIDE ESTA
1	1	IRVIN MICHAEL TR + NANCY TR	11051 BAYSIDE LN
1	1	WNOROWSKI RICHARD + FRIEDA	11041 BAYSIDE LN
1	1	RHUDE LARRY R + KAREN S L/E	11031 BAYSIDE LN
1	1	HAMMETT DENNIS LEE L/E + HAMMETT DAVID LEE JULIE ANN L/E	17500 CANAL COVE C
1	1	STARCZEWSKI JOHANNA M TR	17520 CANAL COVE C
1	1	MILLER JACK N + KATHRYN M	17530 CANAL COVE C
1	1	GARMON JIMMY B + ANNA C	17540 CANAL COVE C
1	1	SHELL JEAN K TR	17550 CANAL COVE C
1	1	ROSLIN INVESTMENTS INC	17560 CANAL COVE C
1	1	SCHNEIDER THOMAS A + PHYLLIS A	17570 CANAL COVE C
1	1	JENKINS JAMES + LINDA	17580 CANAL COVE C

1	1	BROUILLARD THOMAS R TR	17590 CANAL COVE C
1	1	FOR THOMAS R BROUILLARD TRUST	FORT MYERS BEACH
1	1	UHRICH GEORGE J + NORMA J	17600 CANAL COVE C
1	1	GOOD JOHN O +	FORT MYERS BEACH
1	1	17610 CANAL COVE C	17610 CANAL COVE C
1	1	KALDAHL THEODORE E + BARBARA R	17620 CANAL COVE C
1	1	17630 CANAL COVE CT	FORT MYERS BEACH
1	1	GILLARD ALLEN + LINDA S	17630 CANAL COVE C
1	1	17650 CANAL COVE CT	FORT MYERS BEACH
1	1	ARCHER PAUL T + NANCY L	17650 CANAL COVE C
1	1	BLOUIN RICHARD E + MARGARET TR	17670 CANAL COVE C
1	1	FOR MARGARET A BLOUIN TRUST	FORT MYERS BEACH
1	1	WENGER JULIA TR	17680 CANAL COVE C
1	1	FOR JULIA WENGER TRUST	FORT MYERS BEACH
1	1	SCHUYLER DANIEL R + SHARON K	17690 CANAL COVE C
1	1	DONALD T WALKER	17700 CANAL COVE C
1	1	ENTERPRISES INC	FORT MYERS BEACH
1	1	GALLAGHER ROBERT + LUCILLE	17710 CANAL COVE C
1	1	TIEMANN ROBERT W	17720 CANAL COVE C
1	1	FOLTZ ELIZABETH M	17730 CANAL COVE C
1	1	WHITE PRESTON A + KATHLEEN M	17740 CANAL COVE C
1	1	DOWNEY GEORGE T TR	17750 CANAL COVE C
1	1	FOR GEORGE T DOWNEY TRUST	FORT MYERS BEACH
1	1	FLICK JAMES L + ANITA L TR	17741 CANAL COVE C
1	1	FOR JAMES L ANITA L FLICK TRUST	FORT MYERS BEACH
1	1	ZOOK WALTER C + RUTH M	17731 CANAL COVE C
1	1	NOYES DONNA J +	FORT MYERS BEACH
1	1	17721 CANAL COVE C	17721 CANAL COVE C
1	1	GROSS VERNON L + JOAN A	FORT MYERS BEACH
1	1	17711 CANAL COVE CT	17711 CANAL COVE C
1	1	HEIDEMANN JORGEN TR +	17691 CANAL COVE C
1	1	HEIDEMANN CATHA TR	FORT MYERS BEACH
1	1	DESROSIERERS HENRY + BARBARA	17681 CANAL COVE C
1	1	GALLO RUTH TR	17671 CANAL COVE C
1	1	FOR RUTH L GALLO TRUST	FORT MYERS BEACH
1	1	PENSE CLIFFORD L TR +	17661 CANAL COVE C
1	1	VOYTIK DONALD E +	FORT MYERS BEACH
1	1	VOYTIK MARK L TR	17651 CANAL COVE C
1	1	BOHLANDER SHIRLEY L TR	FORT MYERS BEACH
1	1	17641 CANAL COVE C	17641 CANAL COVE C
1	1	FOR SHIRLEY BOHLANDER TRUST	FORT MYERS BEACH
1	1	GREENE JACK L + DARLA J TRUST	17631 CANAL COVE C
1	1	CLIFTON ERNEST R TR	FORT MYERS BEACH
1	1	17621 CANAL COVE C	17621 CANAL COVE C
1	1	FOR ERNEST R CLIFTON TRUST	FORT MYERS BEACH
1	1	RAY JAMES W SR + PATRICIA L	17611 CANAL COVE C
1	1	BRITTAN CAROLYN TR	FORT MYERS BEACH
1	1	17601 CANAL COVE C	17601 CANAL COVE C
1	1	FOR CAROLYN BRITTAN TRUST	FORT MYERS BEACH
1	1	TERELAK JOHN C + PATRICIA A	17591 CANAL COVE C
1	1	SCHMIT FRANCIS J +MARY ANN L/E	FORT MYERS BEACH
1	1	17581 CANAL COVE C	17581 CANAL COVE C
1	1	BARTON MARK L + CAROL L	FORT MYERS BEACH
1	1	17571 CANAL COVE C	17571 CANAL COVE C
1	1	MALLORY PATRICIA E	FORT MYERS BEACH
1	1	17561 CANAL COVE C	17561 CANAL COVE C
1	1	SMITH JOYCE D TR	FORT MYERS BEACH
1	1	17541 CANAL COVE C	17541 CANAL COVE C
1	1	FOR JOYCE D SMITH TRUST	FORT MYERS BEACH
1	1	JENKINS JAMES + LINDA	FORT MYERS BEACH
1	1	17531 CANAL COVE C	17531 CANAL COVE C
1	1	STAFFORD JAMES G II + JANET M	FORT MYERS BEACH
1	1	17521 CANAL COVE C	17521 CANAL COVE C
1	1	17511 CANAL COVE CT	FORT MYERS BEACH
1	1	STENBERG JEFFREY C + PRISCILLA	17511 CANAL COVE C
1	1	HARLOW JOHN I + JUDITH A	FORT MYERS BEACH
1	1	11011 BAYSIDE LN	11011 BAYSIDE LN
1	1	GRIMMER GREGORY G SR +AGNES TR	FORT MYERS BEACH
1	1	FOR GREGORY G GRIMMER SR TRUST	FORT MYERS BEACH
62	1	TIP TOP ISLES	HDR: TIP TIP ISLES
1	1	UNRECORDED SUBDIVISION	FORT MYERS BEACH
1	1	MANEY MARIA Q	11850 ISLE OF PALMS
1	1	HOHMAN JACK M + SARAH A	FORT MYERS BEACH
1	1	11830 ISLE OF PALMS	11830 ISLE OF PALMS
1	1	11820 ISLE OF PALMS DR	FORT MYERS BEACH
1	1	GARDENHIRE RONALD + CAROL	11820 ISLE OF PALMS
1	1	ELRUBAIE SALMAN B + JANET LYNN	FORT MYERS BEACH
1	1	11810 ISLE OF PALMS	11810 ISLE OF PALMS

1	1	WEBER CHRISTOPHER L + GINGER R	17951 PALM CIR
1	1	VARSHNEY RAJIV PRAKASH + MARGUNEY DEBBI ANN	17931 PALM CIR
1	1	H+K LAND DEVELOPMENT CO + FRONT QUINCY TRUSTORS M L C TR	17921 PALM CIR
1	1	HINKEY ANITA BETH	17911 PALM CIR
1	1	BUSSIERE PAUL J	17910 PALM CIR
1	1	SULLIVAN PETER J + MARY P	17920 PALM CIR
2	1	JONES LYMAN G	11800 ISLE OF PALMS
1	1	FLEMING EUGENE D JR + LINDA T	17951 GREY HERON C
1	1	LARRY CLIFFORD BREWSTER+	17931 GREY HERON C
1	1	VECCHIO JOSEPH J L/E + VECCHIO MARGARET LUMMA L/E	17921 GREY HERON C
1	1	VECCHIO JOSEPH J + DIANE	17911 GREY HERON C
1	1	VECCHIO JOSEPH + DIANE L/E TR	17901 GREY HERON C
1	1	DE MEESTER FILIP	17891 GREY HERON C
1	1	HAZELBAKER JON N	17861 GREY HERON C
1	1	INTILE JOSEPH L + BOBBI J	17860 GREY HERON C
1	1	COMMERCE BENEFITS GROUP AGENCY	17890 GREY HERON C
1	1	KING JEROLD B + VICKIE J	17910 GREY HERON C
1	1	FATEHI NASROLLAH + KRISTIE R	17916 GREY HERON C
1	1	FARRELL WALTER + LISA	17920 GREY HERON C
1	1	REK REAL ESTATE COMPANY LTD	17930 GREY HERON C
1	1	RAUPP GEORGE + MARY	17950 GREY HERON C
1.2	1	KYLE JAMES A + STACIE J	11861 ISLE OF PALMS
1	1	PHILLIPS DENNIS P	11851 ISLE OF PALMS
1	1	BATTAGLIA A EDWARD II	11841 ISLE OF PALMS
1	1	LYNN DIANNE J	11831 ISLE OF PALMS
1	1	SCHWING JO ANNE	11821 ISLE OF PALMS
1	1	HANLON J VINCENT + CONSTANCE A	11811 ISLE OF PALMS
1	1	UBERSOX MICHAEL + GINA	11791 ISLE OF PALMS
1	1	LEVY JAYSON M + SARA A	11781 ISLE OF PALMS
1	1	WATERS RICHARD D SR TR	11771 ISLE OF PALMS
1	1	LASATER OLGA E TR	11761 ISLE OF PALMS
1	1	SMITH DORAE V	11751 ISLE OF PALMS
1	1	ADAMS JOSEPH E + LAURIE A	11731 ISLE OF PALMS
1	1	MARTIN PAUL D	11721 ISLE OF PALMS
1	1	FAIRCLOTH KEVIN + SHARON	11711 ISLE OF PALMS
1	1	LYBOLD JAMES H + DONNA L TR	11691 ISLE OF PALMS
1	1 P	CECIL LUDVIK E + EVA	11681 ISLE OF PALMS
1	1	FAIRBROTHER KATHERINE F	11671 ISLE OF PALMS
1	1	KAESTNER MICHAEL W + JENNIFER	11661 ISLE OF PALMS
1	1	HAYNES DANIEL J	11651 ISLE OF PALMS
1	1	BROWN DOUGLAS G + SANDRA H	11641 ISLE OF PALMS
1	1	GAUNT JAMES T + RYAN ELIZABETH M	11631 ISLE OF PALMS
1	1	FUCHS DETLEF + ROSWITHA TR	11601 ISLE OF PALMS
1	1	BECKER GEORGE + LINDA	11581 ISLE OF PALMS

1	1	ARMENIA JOSEPH + MONET	11561 ISLE OF PALMS FORT MYERS BEACH
1	1	MALBON TIMOTHY G + HEATHER R	11541 ISLE OF PALMS FORT MYERS BEACH
1	1	MALBON WILLIAM R JR TR + MELISSA L TR	11531 ISLE OF PALMS FORT MYERS BEACH
1	1	DOMINGUEZ PAUL A + INDIRA B	11521 ISLE OF PALMS FORT MYERS BEACH
1	1 P	PIPIA DOMINIC JR + LUGENE C	11501 ISLE OF PALMS FORT MYERS BEACH
3	1	MORGAN MICHAEL L	11481 ISLE OF PALMS FORT MYERS BEACH
1	1	HALL KIRK T + CATHERINE L	11490 ISLE OF PALMS FORT MYERS BEACH
1	1	BRAND A LEE + JANELLA S	11500 ISLE OF PALMS FORT MYERS BEACH
1	1	HAZELBAKER JON N + COLLEEN J	11520 ISLE OF PALMS FORT MYERS BEACH
1	1	CHRISTENSEN DENNIS R + CHRISTENSEN DOLORES C TR	11530 ISLE OF PALMS FORT MYERS BEACH
1	1	BROWER DAVID S + SANDRA F	11550 ISLE OF PALMS FORT MYERS BEACH
1	1	MORRIS KENNETH J + CAROL A	11580 ISLE OF PALMS FORT MYERS BEACH
1	1	BOURNE RICHARD JR + SHEILA M TR	11600 ISLE OF PALMS FORT MYERS BEACH
1	1	SHARP WILLIAM F TR + CHARRI M TR	11620 ISLE OF PALMS FORT MYERS BEACH
1	1	VAN LEAVEN LEE D + DEBRA E	11640 ISLE OF PALMS FORT MYERS BEACH

Report Date : 5/29/2015

Record Count : 670

Address	Legal Description	Just	Assessed
	BEG SW COR LOT 11 UNIT 1	\$211,198.00	\$173,461.00
LVD	TIP TOP TERRACE TMS 26	\$70,140.00	\$70,140.00
OS BLVD	TIP TOP ISLES UNIT 1	\$392,636.00	\$392,636.00
LVD	TIP TOP ISLES UNIT 1	\$140,000.00	\$140,000.00
OS BLVD	TIP TOP ISLES UNIT 1	\$243,191.00	\$243,191.00
LVD	TIP TOP ISLES #1	\$452,499.00	\$364,029.00
LVD	TIP TOP ISLES #1	\$197,068.00	\$197,068.00
LVD	TIP TOP ISLES #1	\$88,360.00	\$88,360.00
LVD	TIP TOP ISLES #1	\$125,717.00	\$125,717.00
LVD	TIP TOP ISLES #1	\$331,198.00	\$331,198.00
OS BLVD	TIP TOP ISLES #1	\$271,052.00	\$271,052.00
LVD	TIP TOP ISLES #1	\$307,280.00	\$307,280.00
LVD	TIP TOP ISLES #1	\$561,542.00	\$561,542.00
LVD	TIP TOP ISLES #1	\$170,813.00	\$170,813.00
LVD	TIP TOP ISLES #1	\$1,120,551.00	\$1,120,551.00
LVD	TIP TOP ISLES UNIT 1	\$266,125.00	\$266,125.00
OS BLVD	TIP TOP ISLES UNIT 1	\$531,317.00	\$531,317.00
LVD	TIP TOP ISLES UNIT 1	\$391,433.00	\$391,433.00
OS BLVD	TIP TOP ISLES UNIT 1	\$511,432.00	\$511,432.00
LVD	TIP TOP ISLES UNIT 1	\$1,163,581.00	\$1,163,581.00
LVD	TIP TOP ISLES UNIT 1	\$255,672.00	\$255,672.00
/E	TIP TOP ISLES UNIT 1	\$248,005.00	\$248,005.00
/E	TIP TOP ISLES UNIT 1	\$295,101.00	\$198,255.00
/E	TIP TOP ISLES #1	\$145,395.00	\$110,244.00
/E	TIP TOP ISLES #1	\$166,406.00	\$166,406.00
/E	TIP TOP ISLES #1	\$322,394.00	\$266,019.00
/E	TIP TOP ISLES #1	\$174,299.00	\$170,169.00
/E	TIP TOP ISLES #1	\$311,989.00	\$291,815.00
/E	TIP TOP ISLES #1	\$205,300.00	\$148,292.00
/E	TIP TOP ISLES #1	\$200,504.00	\$141,864.00
/E	TIP TOP ISLES #1	\$175,099.00	\$164,931.00
/E	TIP TOP ISLES #1	\$226,700.00	\$171,811.00
/E	TIP TOP ISLES #1	\$257,297.00	\$257,297.00
/E	TIP TOP ISLES #1	\$218,704.00	\$185,692.00
/E	TIP TOP ISLES #1	\$271,787.00	\$271,787.00
/E	TIP TOP ISLES #1	\$412,201.00	\$338,791.00
/E	TIP TOP ISLES #1	\$513,309.00	\$393,328.00
/E	TIP TOP ISLES #1	\$308,094.00	\$299,019.00
/E	TIP TOP ISLES #1	\$184,696.00	\$170,927.00

/E	TIP TOP ISLES #1	\$173,201.00	\$173,201.00
/E	TIP TOP ISLES #1	\$245,300.00	\$157,335.00
/E	TIP TOP ISLES #1	\$186,894.00	\$186,894.00
/E	TIP TOP ISLES #1	\$200,900.00	\$144,999.00
/E	TIP TOP ISLES #1	\$300,401.00	\$224,584.00
/E	TIP TOP ISLES UNIT 1	\$421,294.00	\$405,578.00
LVD	TIP TOP ISLES UNIT 1	\$81,002.00	\$81,002.00
/E	TIP TOP ISLES UNIT 1	\$197,070.00	\$196,721.00
TES UNIT 1	S/D IN NW 1/4 OF SE 1/4	\$0.00	\$0.00
	BAYSIDE ESTATES UT 1	\$253,203.00	\$213,473.00
	BAYSIDE EST UNIT 1	\$131,897.00	\$131,897.00
	BAYSIDE EST UNIT 1	\$111,300.00	\$111,300.00
	BAYSIDE EST UNIT 1	\$114,398.00	\$114,398.00
	BAYSIDE EST UNIT 1	\$168,298.00	\$168,180.00
	BAYSIDE EST UNIT 1	\$91,500.00	\$91,500.00
	BAYSIDE EST UNIT 1	\$115,002.00	\$115,002.00
	BAYSIDE EST UNIT 1	\$95,497.00	\$95,497.00
	BAYSIDE EST UNIT 1	\$120,200.00	\$120,200.00
	BAYSIDE EST UNIT 1	\$104,998.00	\$103,694.00
	BAYSIDE EST UNIT 1	\$100,698.00	\$87,246.00
	BAYSIDE EST UNIT 1	\$97,903.00	\$87,637.00
	BAYSIDE EST UNIT 1	\$102,298.00	\$102,298.00
	BAYSIDE EST UNIT 1	\$132,199.00	\$132,199.00
	BAYSIDE EST UNIT 1	\$101,199.00	\$101,199.00
	BAYSIDE EST UNIT 1	\$89,800.00	\$89,800.00
	BAYSIDE EST UNIT 1	\$102,296.00	\$102,296.00
	BAYSIDE EST UNIT 1	\$116,998.00	\$104,845.00
	BAYSIDE EST UNIT 1	\$114,098.00	\$114,098.00
A LN	BAYSIDE EST UNIT 1	\$137,598.00	\$137,598.00
A LN	BAYSIDE EST UNIT 1	\$94,302.00	\$85,057.00
A LN	BAYSIDE EST UNIT 1	\$110,201.00	\$110,201.00
A LN	BAYSIDE EST UNIT 1	\$104,404.00	\$104,404.00
A LN	BAYSIDE EST UNIT 1	\$98,399.00	\$95,547.00
A LN	BAYSIDE EST UNIT 1	\$114,599.00	\$114,599.00
A LN	BAYSIDE EST UNIT 1	\$126,401.00	\$126,401.00
A LN	BAYSIDE EST UNIT 1	\$117,305.00	\$113,027.00
A LN	BAYSIDE EST UNIT 1	\$115,104.00	\$102,970.00
A LN	BAYSIDE EST UNIT 1	\$118,997.00	\$118,997.00
A LN	BAYSIDE EST UNIT 1	\$169,990.00	\$169,990.00
A LN	BAYSIDE EST UNIT 1	\$118,649.00	\$113,611.00
A LN	BAYSIDE EST UNIT 1	\$113,596.00	\$113,596.00
A LN	BAYSIDE EST UNIT 1	\$209,392.00	\$201,177.00
A LN	BAYSIDE EST UNIT 1	\$201,791.00	\$201,791.00
A LN	BAYSIDE EST UNIT 1	\$109,303.00	\$109,303.00

EA LN	BAYSIDE EST UNIT 1	\$120,098.00	\$118,417.00
EA LN	BAYSIDE EST UNIT 1	\$218,905.00	\$218,905.00
EA LN	BAYSIDE EST UNIT 1	\$129,303.00	\$129,303.00
EA LN	BAYSIDE EST UNIT 1	\$103,501.00	\$103,501.00
EA LN	BAYSIDE EST UNIT 1	\$123,595.00	\$123,595.00
EA LN	BAYSIDE EST UNIT 1	\$102,000.00	\$89,912.00
EA LN	BAYSIDE EST UNIT 1	\$100,597.00	\$97,957.00
EA LN	BAYSIDE EST UNIT 1	\$120,531.00	\$99,828.00
EA LN	BAYSIDE EST UNIT 1	\$121,001.00	\$121,001.00
EA LN	BAYSIDE EST UNIT 1	\$107,901.00	\$85,529.00
EA LN	BAYSIDE EST UNIT 1	\$146,301.00	\$146,301.00
EA LN	BAYSIDE EST UNIT 1	\$106,102.00	\$106,102.00
EA LN	BAYSIDE EST UNIT 1	\$113,203.00	\$113,203.00
EA LN	BAYSIDE EST UNIT 1	\$108,602.00	\$108,602.00
EA LN	BAYSIDE EST UNIT 1	\$108,003.00	\$108,003.00
EA LN	BAYSIDE EST UNIT 1	\$86,698.00	\$86,698.00
)	BAYSIDE EST UNIT 1	\$80,599.00	\$80,599.00
)	BAYSIDE EST UNIT 1	\$111,099.00	\$100,647.00
	BAYSIDE EST UNIT 1	\$90,096.00	\$90,096.00
	BAYSIDE EST UNIT 1	\$125,196.00	\$125,196.00
	BAYSIDE EST UNIT 1	\$109,721.00	\$97,282.00
	BAYSIDE EST UNIT 1	\$94,598.00	\$94,598.00
	BAYSIDE EST UNIT 1	\$108,804.00	\$88,576.00
	BAYSIDE EST UNIT 1	\$115,647.00	\$115,647.00
	BAYSIDE EST UNIT 1	\$104,496.00	\$104,496.00
	BAYSIDE EST UNIT 1	\$114,935.00	\$98,252.00
	BAYSIDE EST UNIT 1	\$131,597.00	\$131,597.00
	BAYSIDE EST UNIT 1	\$108,398.00	\$108,398.00
	BAYSIDE EST UNIT 1	\$114,202.00	\$114,202.00
	BAYSIDE EST UNIT 1	\$126,994.00	\$126,994.00
	BAYSIDE EST UNIT 1	\$116,896.00	\$109,310.00
	BAYSIDE EST UNIT 1	\$118,394.00	\$118,394.00
	BAYSIDE EST UNIT 1	\$164,107.00	\$164,107.00
	BAYSIDE EST UNIT 1	\$120,799.00	\$120,799.00
	BAYSIDE EST UNIT 1	\$154,994.00	\$154,994.00
	BAYSIDE EST UNIT 1	\$148,500.00	\$138,897.00
	BAYSIDE EST UNIT 1	\$223,495.00	\$215,197.00
	BAYSIDE EST UNIT 1	\$110,200.00	\$110,200.00
	BAYSIDE EST UNIT 1	\$127,394.00	\$123,542.00
	BAYSIDE EST UNIT 1	\$119,496.00	\$90,826.00
	BAYSIDE EST UNIT 1	\$146,000.00	\$146,000.00
	BAYSIDE EST UNIT 1	\$113,903.00	\$113,903.00
	BAYSIDE EST UNIT 1	\$118,941.00	\$118,941.00
	BAYSIDE EST UNIT 1	\$167,598.00	\$141,098.00

	BAYSIDE EST UNIT 1	\$116,603.00	\$116,603.00
FL 33034	BAYSIDE EST UNIT 1	\$129,301.00	\$129,301.00
FL 33034	BAYSIDE EST UNIT 1	\$122,904.00	\$93,718.00
FL 33034	BAYSIDE EST UNIT 1	\$93,902.00	\$93,902.00
FL 33034	BAYSIDE EST UNIT 1	\$73,203.00	\$73,203.00
FL 33034	BAYSIDE EST UNIT 1	\$167,892.00	\$167,892.00
FL 33034	BAYSIDE EST UNIT 1	\$209,107.00	\$209,107.00
FL 33034	TIP TOP TERRACE UNIT 1	\$156,403.00	\$156,403.00
NED	TIP TOP TERRACE UNIT 1	\$260.00	\$260.00
FL 33034	TIP TOP TERRACE UNIT 1	\$171,902.00	\$171,902.00
FL 33034	TIP TOP TERRACE UNIT 1	\$194,902.00	\$194,902.00
FL 33034	TIP TOP TERRACE UNIT 1	\$357,412.00	\$321,869.00
FL 33034	TIP TOP TERRACE UNIT 1	\$170,295.00	\$161,979.00
FL 33034	TIP TOP TERRACE UNIT 1	\$152,401.00	\$152,401.00
FL 33034	TIP TOP TERRACE UNIT 1	\$155,004.00	\$132,344.00
FL 33034	TIP TOP TERRACE UNIT 1	\$312,315.00	\$287,081.00
FL 33034	TIP TOP TERRACE UNIT 1	\$301,706.00	\$301,706.00
FL 33034	TIP TOP TERRACE UNIT 1	\$204,101.00	\$204,101.00
FL 33034	TIP TOP TERRACE UNIT 1	\$237,192.00	\$237,192.00
TES UNIT 2	S/D IN W 1/2 OF SE 1/4	\$0.00	\$0.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$180,107.00	\$179,512.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$106,204.00	\$91,743.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$101,199.00	\$101,199.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$114,698.00	\$101,886.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$106,902.00	\$106,902.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$103,501.00	\$103,501.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$152,596.00	\$152,596.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$127,101.00	\$119,843.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$158,297.00	\$129,767.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$105,999.00	\$105,999.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$97,903.00	\$97,903.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$137,898.00	\$137,898.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$156,404.00	\$156,404.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$113,599.00	\$113,599.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$326,679.00	\$296,372.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$229,603.00	\$229,603.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$119,804.00	\$106,014.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$104,096.00	\$104,096.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$186,297.00	\$186,297.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$187,700.00	\$187,700.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$130,304.00	\$122,008.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$113,501.00	\$113,501.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$132,792.00	\$132,792.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$130,798.00	\$130,798.00

	BAYSIDE ESTATES UNIT 2	\$141,098.00	\$133,159.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$117,301.00	\$117,301.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$155,499.00	\$155,499.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$102,899.00	\$101,702.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$110,299.00	\$110,299.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$147,095.00	\$147,095.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$111,095.00	\$111,095.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$112,299.00	\$97,642.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$107,797.00	\$90,227.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$119,000.00	\$119,000.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$105,003.00	\$105,003.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$170,398.00	\$170,398.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$174,787.00	\$174,787.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$126,399.00	\$113,030.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$138,101.00	\$115,762.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$231,201.00	\$209,206.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$280,088.00	\$169,228.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$310,585.00	\$209,984.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$198,301.00	\$165,781.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$160,005.00	\$160,005.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$189,105.00	\$189,105.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$159,492.00	\$159,492.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$119,801.00	\$119,801.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$127,099.00	\$127,099.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$120,196.00	\$120,196.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$115,803.00	\$115,803.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$117,504.00	\$117,504.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$133,500.00	\$99,992.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$111,501.00	\$106,982.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$169,095.00	\$169,095.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$103,396.00	\$103,396.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$111,400.00	\$111,400.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$128,797.00	\$128,797.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$120,197.00	\$120,197.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$123,996.00	\$118,609.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$123,696.00	\$123,696.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$99,101.00	\$99,101.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$137,198.00	\$116,434.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$106,397.00	\$106,397.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$114,401.00	\$107,765.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$154,292.00	\$154,292.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$94,002.00	\$94,002.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$131,401.00	\$125,100.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$115,598.00	\$93,165.00

	BAYSIDE ESTATES UNIT 2	\$129,998.00	\$117,678.00
FL 33034	BAYSIDE ESTATES UNIT 2	\$121,905.00	\$121,905.00
FL 33034	TIP TOP TERRACE UNIT 2	\$285,000.00	\$274,028.00
FL 33034	TIP TOP TERRACE UNIT 2	\$200,494.00	\$200,494.00
FL 33034	TIP TOP TERRACE UNIT 2	\$236,006.00	\$178,172.00
FL 33034	TIP TOP TERRACE UNIT 2	\$394,896.00	\$327,848.00
FL 33034	TIP TOP TERRACE UNIT 2	\$316,605.00	\$316,605.00
FL 33034	TIP TOP TERRACE UNIT 2	\$267,303.00	\$267,303.00
FL 33034	TIP TOP TERRACE UT 2	\$267,702.00	\$267,702.00
FL 33034	TIP TOP TERRACE UNIT 2	\$238,600.00	\$207,168.00
AVE	TIP TOP TERRACE UNIT 2	\$271,708.00	\$271,708.00
FL 33034	TIP TOP TERRACE UNIT 2	\$231,198.00	\$203,617.00
TES UNIT 3	S/D IN S 1/2 OF SE 1/4	\$0.00	\$0.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$131,495.00	\$127,579.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$132,397.00	\$131,119.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$127,402.00	\$127,402.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$130,103.00	\$93,941.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$116,699.00	\$112,718.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$148,202.00	\$146,370.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$133,302.00	\$133,302.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$173,911.00	\$173,911.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$115,996.00	\$115,996.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$127,596.00	\$127,596.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$120,599.00	\$117,785.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$192,903.00	\$192,903.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$132,197.00	\$130,130.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$128,098.00	\$118,508.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$117,702.00	\$107,999.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$154,195.00	\$153,172.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$94,597.00	\$94,597.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$126,202.00	\$117,992.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$135,498.00	\$100,445.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$176,793.00	\$176,793.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$132,903.00	\$132,903.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$129,398.00	\$127,533.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$293,897.00	\$243,423.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$150,996.00	\$127,582.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$268,202.00	\$247,064.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$257,207.00	\$257,207.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$267,210.00	\$214,840.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$172,989.00	\$172,989.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$158,508.00	\$158,508.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$127,798.00	\$127,798.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$187,804.00	\$187,804.00

	BAYSIDE ESTATES UNIT 3	\$138,000.00	\$127,175.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$130,897.00	\$130,897.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$107,705.00	\$107,705.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$160,300.00	\$160,300.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$118,998.00	\$118,998.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$112,500.00	\$98,185.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$118,500.00	\$118,500.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$121,993.00	\$121,993.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$111,998.00	\$111,998.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$130,795.00	\$129,247.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$171,694.00	\$122,711.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$112,499.00	\$112,499.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$135,703.00	\$105,787.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$129,199.00	\$119,743.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$100,096.00	\$100,096.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$135,304.00	\$121,297.00
FL 33034	BAYSIDE ESTATES UNIT 3	\$132,798.00	\$111,861.00
FL 33034	TIP TOP TERRACE UNIT 3	\$245,100.00	\$152,226.00
FL 33034	TIP TOP TERRACE UNIT 3	\$195,994.00	\$195,994.00
FL 33034	TIP TOP TERRACE UNIT 3	\$301,695.00	\$206,599.00
FL 33034	TES UNIT 4	\$0.00	\$0.00
FL 33034	S/D IN SE 1/4 SEC 7 TWP 46	\$0.00	\$0.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$136,101.00	\$125,004.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$125,000.00	\$95,082.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$112,497.00	\$112,497.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$139,896.00	\$139,896.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$101,987.00	\$101,987.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$132,006.00	\$132,006.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$121,905.00	\$121,905.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$127,196.00	\$120,275.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$113,502.00	\$103,018.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$174,198.00	\$174,198.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$121,502.00	\$91,081.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$117,103.00	\$117,103.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$132,304.00	\$132,304.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$141,805.00	\$108,158.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$131,099.00	\$124,409.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$102,496.00	\$102,496.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$135,104.00	\$135,104.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$124,897.00	\$124,897.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$119,196.00	\$119,196.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$156,996.00	\$156,996.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$215,092.00	\$196,124.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$102,000.00	\$102,000.00
FL 33034	BAYSIDE ESTATES UNIT 4	\$189,595.00	\$142,454.00

)	BAYSIDE ESTATES UNIT 4	\$147,394.00	\$106,153.00
)	BAYSIDE ESTATES UNIT 4	\$165,405.00	\$165,405.00
)	BAYSIDE ESTATES UNIT 4	\$206,500.00	\$159,594.00
)	BAYSIDE ESTATES UNIT 4	\$169,504.00	\$164,678.00
)	BAYSIDE ESTATES UNIT 4	\$133,404.00	\$133,404.00
)	BAYSIDE ESTATES UNIT 4	\$142,198.00	\$142,198.00
)	BAYSIDE ESTATES UNIT 4	\$180,503.00	\$129,516.00
)	BAYSIDE ESTATES UNIT 4	\$151,991.00	\$137,082.00
)	BAYSIDE ESTATES UNIT 4	\$152,495.00	\$152,495.00
)	BAYSIDE ESTATES UNIT 4	\$145,409.00	\$145,409.00
)	BAYSIDE ESTATES UNIT 4	\$142,703.00	\$142,703.00
)	BAYSIDE ESTATES UNIT 4	\$123,205.00	\$123,205.00
)	BAYSIDE ESTATES UNIT 4	\$144,699.00	\$144,699.00
)	BAYSIDE ESTATES UNIT 4	\$129,505.00	\$129,505.00
)	BAYSIDE ESTATES UNIT 4	\$121,802.00	\$95,126.00
)	BAYSIDE ESTATES UNIT 4	\$133,597.00	\$133,597.00
)	BAYSIDE ESTATES UNIT 4	\$138,302.00	\$113,989.00
)	BAYSIDE ESTATES UNIT 4	\$131,403.00	\$117,136.00
)	BAYSIDE ESTATES UNIT 4	\$129,906.00	\$106,774.00
)	BAYSIDE ESTATES UNIT 4	\$125,399.00	\$121,290.00
)	BAYSIDE ESTATES UNIT 4	\$133,801.00	\$125,220.00
)	BAYSIDE ESTATES UNIT 4	\$135,901.00	\$120,067.00
)	BAYSIDE ESTATES UNIT 4	\$112,099.00	\$112,099.00
)	BAYSIDE ESTATES UNIT 4	\$105,900.00	\$105,900.00
)	BAYSIDE ESTATES UNIT 4	\$133,995.00	\$133,583.00
)	BAYSIDE ESTATES UNIT 4	\$139,502.00	\$139,502.00
)	BAYSIDE ESTATES UNIT 4	\$134,500.00	\$134,500.00
)	BAYSIDE ESTATES UNIT 4	\$135,400.00	\$123,266.00
)	BAYSIDE ESTATES UNIT 4	\$148,803.00	\$134,705.00
)	BAYSIDE ESTATES UNIT 4	\$125,595.00	\$125,595.00
)	BAYSIDE ESTATES UNIT 4	\$121,803.00	\$121,803.00
)	BAYSIDE ESTATES UNIT 4	\$124,102.00	\$124,102.00
)	BAYSIDE ESTATES UNIT 4	\$119,402.00	\$119,402.00
)	BAYSIDE ESTATES UNIT 4	\$162,406.00	\$162,406.00
)	BAYSIDE ESTATES UNIT 4	\$132,697.00	\$132,697.00
)	BAYSIDE ESTATES UNIT 4	\$114,696.00	\$114,696.00
)	BAYSIDE ESTATES UNIT 4	\$142,392.00	\$142,392.00
)	BAYSIDE ESTATES UNIT 4	\$115,197.00	\$115,094.00
)	BAYSIDE ESTATES UNIT 4	\$135,601.00	\$135,601.00
)	BAYSIDE ESTATES UNIT 4	\$128,804.00	\$128,804.00
)	BAYSIDE ESTATES UNIT 4	\$108,100.00	\$108,100.00
)	BAYSIDE ESTATES UNIT 4	\$118,402.00	\$118,402.00
)	BAYSIDE ESTATES UNIT 4	\$131,105.00	\$131,105.00
)	BAYSIDE ESTATES UNIT 4	\$149,200.00	\$108,548.00

	TIP TOP TERR UNIT 4	\$137,670.00	\$137,670.00
FL 33034	TIP TOP TERR UNIT 4	\$265,696.00	\$220,071.00
FL 33034	TIP TOP TERR UNIT 4	\$335,407.00	\$335,407.00
FL 33034	TIP TOP TERR UNIT 4	\$252,607.00	\$208,162.00
FL 33034	TIP TOP TERRACE UNIT 4	\$271,098.00	\$229,620.00
FL 33034	TIP TOP TERR UNIT 4	\$225,793.00	\$225,793.00
TES UNIT 5	SUB AS RECORDED IN	\$0.00	\$0.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$107,502.00	\$100,003.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$131,602.00	\$131,602.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$138,996.00	\$138,996.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$116,304.00	\$116,304.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$128,699.00	\$128,699.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$156,297.00	\$156,297.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$142,208.00	\$142,208.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$157,110.00	\$157,110.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$139,105.00	\$139,105.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$131,498.00	\$104,491.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$135,803.00	\$135,803.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$142,107.00	\$142,107.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$145,104.00	\$145,104.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$136,503.00	\$131,201.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$143,999.00	\$143,999.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$151,203.00	\$151,203.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$135,900.00	\$130,781.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$152,395.00	\$142,719.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$137,003.00	\$107,207.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$130,997.00	\$130,997.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$127,905.00	\$127,905.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$145,904.00	\$145,904.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$138,696.00	\$138,696.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$155,498.00	\$155,498.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$149,897.00	\$106,310.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$124,400.00	\$124,400.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$137,396.00	\$130,269.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$153,098.00	\$142,354.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$141,904.00	\$141,904.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$137,602.00	\$137,602.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$117,902.00	\$117,902.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$136,494.00	\$128,934.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$137,304.00	\$137,304.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$133,395.00	\$128,312.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$160,005.00	\$158,846.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$136,398.00	\$93,586.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$124,104.00	\$124,104.00

	BAYSIDE ESTATES UNIT 5	\$204,202.00	\$177,872.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$179,906.00	\$167,835.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$174,595.00	\$174,595.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$153,301.00	\$138,525.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$162,399.00	\$123,842.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$184,391.00	\$175,621.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$150,505.00	\$150,505.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$140,001.00	\$140,001.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$140,995.00	\$133,470.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$136,096.00	\$109,378.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$153,294.00	\$153,294.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$131,993.00	\$130,629.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$127,692.00	\$127,692.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$141,800.00	\$141,800.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$139,606.00	\$132,026.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$137,505.00	\$133,155.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$133,101.00	\$133,101.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$131,497.00	\$106,875.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$131,402.00	\$131,402.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$142,105.00	\$110,044.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$152,395.00	\$152,395.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$132,403.00	\$130,167.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$128,997.00	\$128,997.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$126,998.00	\$126,998.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$118,602.00	\$118,602.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$135,000.00	\$135,000.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$135,803.00	\$135,803.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$125,004.00	\$114,810.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$130,698.00	\$130,698.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$146,200.00	\$146,200.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$151,898.00	\$151,898.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$128,798.00	\$128,798.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$139,200.00	\$139,200.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$143,294.00	\$126,270.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$132,700.00	\$132,700.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$130,697.00	\$130,697.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$131,097.00	\$131,097.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$137,206.00	\$131,518.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$124,698.00	\$124,698.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$136,996.00	\$136,996.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$134,402.00	\$131,818.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$130,504.00	\$130,504.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$106,894.00	\$106,894.00
FL 33034	BAYSIDE ESTATES UNIT 5	\$128,698.00	\$128,698.00

	BAYSIDE ESTATES UNIT 5	\$162,903.00	\$90,783.00
TES UNIT 6	SUB AS RECD IN	\$0.00	\$0.00
	BAYSIDE ESTATES UNIT 6	\$136,708.00	\$115,353.00
	BAYSIDE ESTATES UNIT 6	\$204,589.00	\$204,589.00
	BAYSIDE ESTATES UNIT 6	\$133,794.00	\$133,794.00
	BAYSIDE ESTATES UNIT 6	\$160,707.00	\$160,707.00
	BAYSIDE ESTATES UNIT 6	\$128,096.00	\$128,096.00
	BAYSIDE ESTATES UNIT 6	\$140,894.00	\$110,211.00
	BAYSIDE ESTATES UNIT 6	\$123,504.00	\$123,504.00
	BAYSIDE ESTATES UNIT 6	\$135,097.00	\$134,718.00
	BAYSIDE ESTATES UNIT 6	\$138,803.00	\$138,803.00
	BAYSIDE ESTATES UNIT 6	\$140,402.00	\$140,402.00
	BAYSIDE ESTATES UNIT 6	\$136,397.00	\$136,397.00
	BAYSIDE ESTATES UNIT 6	\$130,999.00	\$130,425.00
	BAYSIDE ESTATES UNIT 6	\$141,900.00	\$108,504.00
	BAYSIDE ESTATES UNIT 6	\$132,697.00	\$132,697.00
	BAYSIDE ESTATES UNIT 6	\$131,307.00	\$131,307.00
	BAYSIDE ESTATES UNIT 6	\$140,297.00	\$140,297.00
	BAYSIDE ESTATES UNIT 6	\$121,798.00	\$121,798.00
	BAYSIDE ESTATES UNIT 6	\$131,498.00	\$131,498.00
	BAYSIDE ESTATES UNIT 6	\$149,299.00	\$140,276.00
	BAYSIDE ESTATES UNIT 6	\$140,403.00	\$140,403.00
	BAYSIDE ESTATES UNIT 6	\$131,702.00	\$105,677.00
	BAYSIDE ESTATES UNIT 6	\$145,099.00	\$145,099.00
	BAYSIDE ESTATES UNIT 6	\$146,293.00	\$146,293.00
	BAYSIDE ESTATES UNIT 6	\$148,593.00	\$148,593.00
	BAYSIDE ESTATES UNIT 6	\$137,199.00	\$135,807.00
	BAYSIDE ESTATES UNIT 6	\$135,095.00	\$135,095.00
	BAYSIDE ESTATES UNIT 6	\$131,197.00	\$131,197.00
	BAYSIDE ESTATES UNIT 6	\$144,197.00	\$144,197.00
	BAYSIDE ESTATES UNIT 6	\$135,397.00	\$117,958.00
	BAYSIDE ESTATES UNIT 6	\$133,002.00	\$133,002.00
	BAYSIDE ESTATES UNIT 6	\$137,204.00	\$137,204.00
	BAYSIDE ESTATES UNIT 6	\$139,400.00	\$139,400.00
	BAYSIDE ESTATES UNIT 6	\$140,099.00	\$140,099.00
	BAYSIDE ESTATES UNIT 6	\$143,200.00	\$143,200.00
	BAYSIDE ESTATES UNIT 6	\$142,795.00	\$142,795.00
	BAYSIDE ESTATES UNIT 6	\$148,298.00	\$144,824.00
	BAYSIDE ESTATES UNIT 6	\$149,409.00	\$149,409.00
	BAYSIDE ESTATES UNIT 6	\$146,300.00	\$146,300.00
	BAYSIDE ESTATES UNIT 6	\$162,002.00	\$162,002.00
	BAYSIDE ESTATES UNIT 6	\$188,795.00	\$180,415.00
	BAYSIDE ESTATES UNIT 6	\$162,798.00	\$162,798.00
	BAYSIDE ESTATES UNIT 6	\$168,693.00	\$118,036.00

	BAYSIDE ESTATES UNIT 6	\$175,201.00	\$144,620.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$162,002.00	\$144,621.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$136,997.00	\$133,573.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$142,200.00	\$142,200.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$147,301.00	\$147,301.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$141,296.00	\$132,226.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$146,499.00	\$146,499.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$148,397.00	\$148,397.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$142,200.00	\$142,200.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$140,101.00	\$129,772.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$140,498.00	\$108,371.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$133,204.00	\$133,204.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$135,594.00	\$135,594.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$142,000.00	\$142,000.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$141,698.00	\$141,698.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$169,197.00	\$152,093.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$152,204.00	\$124,984.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$154,507.00	\$143,326.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$148,996.00	\$140,471.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$145,293.00	\$145,293.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$129,599.00	\$129,599.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$146,804.00	\$143,795.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$136,499.00	\$108,736.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$158,905.00	\$158,905.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$134,900.00	\$134,900.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$133,902.00	\$133,902.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$142,893.00	\$135,218.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$139,902.00	\$135,300.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$137,299.00	\$102,109.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$127,803.00	\$124,038.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$124,595.00	\$124,595.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$149,403.00	\$145,350.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$137,999.00	\$109,745.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$132,502.00	\$132,502.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$133,104.00	\$130,372.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$158,204.00	\$155,401.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$136,294.00	\$136,294.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$148,800.00	\$147,782.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$141,604.00	\$141,604.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$131,602.00	\$131,602.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$132,501.00	\$132,501.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$123,197.00	\$99,271.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$155,603.00	\$155,603.00
FL 33034	BAYSIDE ESTATES UNIT 6	\$118,599.00	\$118,599.00

	BAYSIDE ESTATES UNIT 6	\$127,495.00	\$127,495.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$206,793.00	\$196,853.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$229,708.00	\$229,708.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$231,511.00	\$231,511.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$150,601.00	\$150,601.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$183,906.00	\$183,906.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$200,510.00	\$200,510.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$209,391.00	\$209,391.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$231,004.00	\$231,004.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$235,397.00	\$195,140.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$248,113.00	\$247,667.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$181,892.00	\$181,892.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$203,092.00	\$203,092.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$232,003.00	\$215,647.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$198,990.00	\$198,990.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$226,700.00	\$195,130.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$255,115.00	\$245,172.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$218,613.00	\$218,613.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$192,706.00	\$192,706.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$178,098.00	\$178,098.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$162,592.00	\$162,592.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$193,800.00	\$193,800.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$222,592.00	\$195,712.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$176,003.00	\$176,003.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$165,006.00	\$165,006.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$169,702.00	\$169,702.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$213,909.00	\$208,839.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$175,206.00	\$175,206.00
FL 33034	BAYSIDE ESTS PH 7 PT 2 U-1	\$172,199.00	\$172,199.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$203,795.00	\$203,795.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$166,111.00	\$166,111.00
FL 33034	BAYSIDE ESTS PH-7 PT-2	\$179,292.00	\$179,292.00
FL 33034	SUBD LOC IN THE SE 1/4	\$0.00	\$0.00
FL 33034	BAYSIDE ESTATES PH 7 PART 2	\$178,991.00	\$178,991.00
FL 33034	BAYSIDE ESTATES PH 7 PART 2	\$175,187.00	\$175,187.00
FL 33034	BAYSIDE ESTATES PH 7 PART 2	\$148,500.00	\$148,500.00
T 33034	BAYSIDE ESTATES PH 7 PART 2	\$180,811.00	\$180,811.00
T 33034	BAYSIDE ESTATES PH 7 PART 2	\$173,594.00	\$173,594.00
T 33034	BAYSIDE ESTATES PH 7 PART 2	\$166,200.00	\$166,200.00
T 33034	BAYSIDE ESTATES PH 7 PART 2	\$194,695.00	\$194,695.00
T 33034	BAYSIDE ESTATES PH 7 PART 2	\$195,101.00	\$195,101.00
T 33034	BAYSIDE ESTATES PH 7 PART 2	\$182,409.00	\$182,409.00
T 33034	BAYSIDE ESTATES PH 7 PART 2	\$178,501.00	\$178,501.00
T 33034	BAYSIDE ESTATES PH 7 PART 2	\$165,502.00	\$165,502.00

.T	BAYSIDE ESTATES PH 7 PART 2	\$125,000.00	\$125,000.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$205,314.00	\$204,627.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$183,694.00	\$183,694.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$187,600.00	\$187,600.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$174,204.00	\$174,204.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$208,300.00	\$208,300.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$200,499.00	\$200,499.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$189,407.00	\$185,489.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$253,608.00	\$253,608.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$215,593.00	\$215,593.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$242,103.00	\$242,103.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$201,408.00	\$198,394.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$286,791.00	\$248,294.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$245,507.00	\$221,003.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$228,996.00	\$223,890.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$231,104.00	\$198,387.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$239,002.00	\$206,977.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$170,804.00	\$170,804.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$186,106.00	\$186,106.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$237,502.00	\$237,502.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$195,702.00	\$195,702.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$213,995.00	\$206,240.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$201,998.00	\$201,998.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$232,802.00	\$230,417.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$278,687.00	\$278,687.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$323,487.00	\$323,487.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$223,709.00	\$216,262.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$186,111.00	\$186,111.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$236,791.00	\$236,791.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$237,908.00	\$237,908.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$219,607.00	\$216,356.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$187,794.00	\$187,794.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$186,105.00	\$186,105.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$197,712.00	\$197,712.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$201,100.00	\$194,370.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$193,999.00	\$193,999.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$197,896.00	\$197,896.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$198,203.00	\$198,203.00
.T	BAYSIDE ESTATES PH 7 PART 2	\$198,697.00	\$198,697.00
.T	UNRECORDED SUBDIVISION LYING IN THE	\$0.00	\$0.00
.T	FR SW COR E1030 FT	\$612,106.00	\$612,106.00
.T	BEG 1030.17 FT E + 255 FT	\$258,404.00	\$199,960.00
.T	PARL IN SW 1/4 AS DESC IN	\$502,690.00	\$502,690.00
.T	LOT 4 BLK 3 UNREC TIP	\$524,887.00	\$282,852.00

	PARL IN SW 1/4	\$834,451.00	\$590,079.00
§ DR	PARL IN S W 1/4 AS	\$686,507.00	\$686,213.00
§ DR	THAT PT OF S W 1/4	\$199,523.00	\$199,523.00
	PARL IN SW 1/4	\$506,022.00	\$355,575.00
	PARL IN S W 1/4	\$386,697.00	\$380,833.00
	PARL IN SW 1/4	\$421,695.00	\$387,981.00
§ DR	UNREC TIP TOP ISLES	\$477,620.00	\$402,659.00
§ DR	PARL IN S W 1/4 LYING S +	\$360,899.00	\$237,655.00
§ DR	PARL IN SW 1/4 S	\$158,140.00	\$158,140.00
§ DR	PARL IN SW 1/4	\$154,885.00	\$154,885.00
§ DR	PARL IN SW 1/4	\$513,883.00	\$329,799.00
§ DR	PARL IN SW 1/4	\$155,162.00	\$155,162.00
§ DR	FR SE COR OF SW1/4	\$177,645.00	\$177,645.00
§ DR	FR SE COR OF SW1/4 SEC 07	\$333,495.00	\$333,495.00
§ DR	FR SE COR OF SW1/4 SEC 07	\$956,610.00	\$956,610.00
§ DR	FR SE COR OF SW1/4 SEC 07	\$180,843.00	\$180,843.00
§ DR	PARL IN SW 1/4	\$516,880.00	\$516,880.00
§ DR	PARL IN SW 1/4	\$318,103.00	\$318,103.00
§ DR	PARL IN SW 1/4	\$386,603.00	\$386,603.00
§ DR	PARL IN S W 1/4 AS	\$391,795.00	\$391,795.00
§ DR	PARL IN S W 1/4 AS	\$431,722.00	\$431,722.00
§ DR	FR SW COR OF SW 1/4 RUN N	\$357,418.00	\$355,515.00
§ DR	FR SW COR SEC.7 RUN N 89	\$191,110.00	\$191,110.00
§ DR	FR SW COR OF SW 1/4 RUN N	\$399,812.00	\$293,557.00
§ DR	PARL IN S W 1/4 LYING S +	\$314,611.00	\$261,959.00
§ DR	BEG 80 FT N + 1015.7 FT E	\$250,925.00	\$142,860.00
§ DR	BEG 80 FT N + 1095.17 FT E	\$365,302.00	\$262,547.00
§ DR	FR SW COR SEC 7 E1175FT	\$463,582.00	\$463,582.00
§ DR	FR SW COR SEC E 1255 FT	\$215,282.00	\$215,282.00
§ DR	FR SW COR SEC 7 E1335FT	\$559,088.00	\$534,003.00
§ DR	FR SW COR SEC 7 E1415FT	\$185,000.00	\$165,000.00
§ DR	BEG SW COR SEC 7 RUN N 89	\$216,604.00	\$196,232.00
§ DR	FR SW COR OF SEC 7 E1575FT	\$733,158.00	\$596,586.00
§ DR	FR SW COR OF SEC 7 E1655FT	\$359,119.00	\$322,118.00
§ DR	FR SW COR SEC 7 E1735FT	\$503,315.00	\$437,967.00
§ DR	PARL IN SE 1/4 OF SW 1/4	\$291,200.00	\$238,748.00
§ DR	FR SW COR OF SEC E1895FT	\$668,170.00	\$612,882.00
§ DR	FR SW COR OF SEC R N89-24-30E 1975.17 FT	\$484,717.00	\$465,300.00
§ DR	PARL IN SE 1/4 OF SW 1/4	\$578,806.00	\$460,518.00
§ DR	PARL IN SW 1/4	\$535,840.00	\$502,410.00
§ DR	LOT 20 BLK 6	\$196,677.00	\$196,677.00
§ DR	THAT PT OF S W 1/4 LYING	\$150,000.00	\$150,000.00
§ DR	FROM SE COR OF SW 1/4 RUN	\$949,367.00	\$930,800.00
§ DR	PARL IN S W 1/4 OF SEC	\$423,708.00	\$280,935.00

§ DR	PARL IN SE 1/4 OF SW 1/4	\$508,035.00	\$508,035.00
§ DR	FR SE COR OF SW1/4 THEN	\$177,761.00	\$177,761.00
§ DR	FR SE COR OF SW 1/4 RUN W	\$543,392.00	\$388,851.00
§ DR	FR SE COR OF SW 1/4 RUN S	\$393,988.00	\$388,453.00
§ DR	FR SE COR RUN S 89 DEG 24	\$479,900.00	\$452,018.00
§ DR	PAR IN SW1/4 SEC 07	\$987,484.00	\$728,769.00
§ DR	PAR IN SW1/4 SEC 07	\$704,777.00	\$551,611.00
§ DR	FR SE COR OF SW1/4 SEC 07	\$542,189.00	\$523,484.00
§ DR	FR SE COR OF SW1/4 SEC 07	\$661,313.00	\$489,651.00
§ DR	PARL IN SE 1/4 OF SW 1/4	\$480,884.00	\$477,822.00
§ DR	PARCEL IN SE 1/4 OF SW 1/4	\$466,693.00	\$443,758.00
§ DR	PAR LYING IN SE 1/4	\$466,968.00	\$466,968.00
§ DR	PARL IN S W 1/4 OF SEC	\$249,200.00	\$249,200.00
§ DR	PARL IN S W 1/4 LYING S	\$478,506.00	\$357,463.00
§ DR	PARL IN S W 1/4 LYING S	\$498,690.00	\$498,690.00

Taxable	Folio	SA ID
\$123,461	10224122	164
\$70,140	10224128	164
\$392,636	10224205	164
\$140,000	10224206	164
\$243,191	10224208	164
\$364,029	10224209	164
\$197,068	10224210	164
\$88,360	10224211	164
\$125,717	10224212	164
\$331,198	10224213	164
\$271,052	10224214	164
\$307,280	10224215	164
\$561,542	10224216	164
\$170,813	10224217	164
\$0	10224218	164
\$266,125	10224220	164
\$531,317	10224221	164
\$391,433	10224224	164
\$511,432	10224225	164
\$1,163,581	10224226	164
\$255,672	10224227	164
\$248,005	10224228	164
\$148,255	10224229	164
\$60,244	10224230	164
\$166,406	10224231	164
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\$288,791	10224242	164
\$343,328	10224243	164
\$249,019	10224244	164
\$120,927	10224245	164

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\$186,894	10224248	164
\$94,999	10224249	164
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\$405,578	10224251	164
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\$0	10224255	164
\$162,973	10458461	164
\$131,897	10224304	164
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\$114,398	10224306	164
\$117,680	10224307	164
\$91,500	10224308	164
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\$103,694	10224312	164
\$37,246	10224313	164
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\$102,296	10224319	164
\$54,845	10224320	164
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\$137,598	10224322	164
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\$114,599	10224327	164
\$126,401	10224328	164
\$63,027	10224329	164
\$102,970	10224330	164
\$118,997	10224331	164
\$119,990	10224332	164
\$113,611	10224333	164
\$113,596	10224334	164
\$151,177	10224335	164
\$201,791	10224336	164
\$109,303	10224337	164

\$68,417	10224338	164
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\$113,903	10224379	164
\$118,941	10224380	164
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\$73,203	10224386	164
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\$260	10556848	164
\$171,902	10224392	164
\$194,902	10224393	164
\$271,869	10224394	164
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\$103,501	10224408	164
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\$164,840	10224511	164
\$172,989	10224512	164
\$158,508	10224513	164
\$127,798	10224514	164
\$187,804	10224515	164

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\$130,897	10224517	164
\$107,705	10224518	164
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\$111,998	10224524	164
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\$61,861	10224532	164
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\$195,994	10224535	164
\$156,599	10224536	164
\$0	10224537	164
\$0	10224538	164
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\$124,897	10224555	164
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\$165,405	10224562	164
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\$164,678	10224564	164
\$133,404	10224565	164
\$142,198	10224566	164
\$79,516	10224567	164
\$87,082	10224568	164
\$152,495	10224569	164
\$145,409	10224570	164
\$142,703	10224571	164
\$73,205	10224572	164
\$144,699	10224573	164
\$129,505	10224574	164
\$0	10224575	164
\$133,597	10224576	164
\$63,989	10224577	164
\$67,136	10224578	164
\$56,774	10224579	164
\$71,290	10224580	164
\$75,220	10224581	164
\$70,067	10224582	164
\$61,599	10224583	164
\$105,900	10224584	164
\$133,583	10224585	164
\$139,502	10224586	164
\$134,500	10224587	164
\$73,266	10224588	164
\$84,705	10224589	164
\$125,595	10224590	164
\$121,803	10224591	164
\$73,602	10224592	164
\$69,402	10224593	164
\$162,406	10224594	164
\$132,697	10224595	164
\$114,696	10224596	164
\$142,392	10224597	164
\$65,094	10224598	164
\$135,601	10224599	164
\$128,804	10224600	164
\$108,100	10224601	164
\$118,402	10224602	164
\$131,105	10224603	164
\$8,048	10224604	164

\$137,670	10224606	164
\$170,071	10224607	164
\$335,407	10224608	164
\$158,162	10224609	164
\$179,620	10224610	164
\$225,793	10224611	164
\$0	10224612	164
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\$142,208	10224619	164
\$157,110	10224620	164
\$139,105	10224621	164
\$54,491	10224622	164
\$135,803	10224623	164
\$142,107	10224624	164
\$145,104	10224625	164
\$81,201	10224626	164
\$143,999	10224627	164
\$151,203	10224628	164
\$80,781	10224629	164
\$92,719	10224630	164
\$7,207	10224631	164
\$130,997	10224632	164
\$127,905	10224633	164
\$145,904	10224634	164
\$138,696	10224635	164
\$155,498	10224636	164
\$6,310	10224637	164
\$124,400	10224638	164
\$30,269	10224639	164
\$92,354	10224640	164
\$141,904	10224641	164
\$137,602	10224642	164
\$117,902	10224643	164
\$78,934	10224644	164
\$137,304	10224645	164
\$78,312	10224646	164
\$108,846	10224647	164
\$43,586	10224648	164
\$124,104	10224649	164

\$127,872	10224650	164
\$167,835	10224651	164
\$174,595	10224652	164
\$88,025	10224653	164
\$73,842	10224654	164
\$175,621	10224655	164
\$150,505	10224656	164
\$140,001	10224657	164
\$83,470	10224658	164
\$59,378	10224659	164
\$153,294	10224660	164
\$80,629	10224661	164
\$127,692	10224662	164
\$141,800	10224663	164
\$82,026	10224664	164
\$83,155	10224665	164
\$133,101	10224666	164
\$56,375	10224667	164
\$131,402	10224668	164
\$59,544	10224669	164
\$97,395	10224670	164
\$80,167	10224671	164
\$128,997	10224672	164
\$126,998	10224673	164
\$118,602	10224674	164
\$135,000	10224675	164
\$135,803	10224676	164
\$64,810	10224677	164
\$130,698	10224678	164
\$146,200	10224679	164
\$151,898	10224680	164
\$78,798	10224681	164
\$89,200	10224682	164
\$76,270	10224683	164
\$132,700	10224684	164
\$130,697	10224685	164
\$131,097	10224686	164
\$81,518	10224687	164
\$74,698	10224688	164
\$136,996	10224689	164
\$81,818	10224690	164
\$130,504	10224691	164
\$56,894	10224692	164
\$128,698	10224693	164

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\$65,353	10224696	164
\$204,589	10224697	164
\$133,794	10224698	164
\$160,707	10224699	164
\$128,096	10224700	164
\$60,211	10224701	164
\$123,504	10224702	164
\$84,718	10224703	164
\$138,803	10224704	164
\$140,402	10224705	164
\$136,397	10224706	164
\$80,425	10224707	164
\$58,504	10224708	164
\$132,697	10224709	164
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\$145,099	10224717	164
\$146,293	10224718	164
\$148,593	10224719	164
\$85,807	10224720	164
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\$131,197	10224722	164
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\$139,400	10224727	164
\$140,099	10224728	164
\$143,200	10224729	164
\$142,795	10224730	164
\$94,824	10224731	164
\$149,409	10224732	164
\$146,300	10224733	164
\$162,002	10224734	164
\$180,415	10224735	164
\$162,798	10224736	164
\$67,536	10224737	164

\$94,620	10224738	164
\$94,621	10224739	164
\$83,573	10224740	164
\$142,200	10224741	164
\$147,301	10224742	164
\$81,726	10224743	164
\$146,499	10224744	164
\$148,397	10224745	164
\$142,200	10224746	164
\$79,772	10224747	164
\$57,871	10224748	164
\$83,204	10224749	164
\$135,594	10224750	164
\$92,000	10224751	164
\$141,698	10224752	164
\$102,093	10224753	164
\$74,984	10224754	164
\$43,326	10224755	164
\$90,471	10224756	164
\$145,293	10224757	164
\$129,599	10224758	164
\$93,795	10224759	164
\$58,736	10224760	164
\$158,905	10224761	164
\$134,900	10224762	164
\$133,902	10224763	164
\$85,218	10224764	164
\$84,800	10224765	164
\$0	10224766	164
\$74,038	10224767	164
\$124,595	10224768	164
\$95,350	10224769	164
\$59,745	10224770	164
\$132,502	10224771	164
\$80,372	10224772	164
\$105,401	10224773	164
\$136,294	10224774	164
\$97,782	10224775	164
\$141,604	10224776	164
\$131,602	10224777	164
\$132,501	10224778	164
\$49,271	10224779	164
\$155,603	10224780	164
\$68,599	10224781	164

\$127,495	10224782	164
\$146,853	10224862	164
\$179,208	10224863	164
\$231,511	10224864	164
\$150,601	10224865	164
\$133,906	10224866	164
\$200,510	10224867	164
\$159,391	10224868	164
\$231,004	10224869	164
\$145,140	10224870	164
\$197,667	10224871	164
\$131,892	10224872	164
\$103,092	10224873	164
\$165,647	10224874	164
\$198,990	10224875	164
\$145,130	10224876	164
\$195,172	10224877	164
\$218,613	10224878	164
\$192,706	10224879	164
\$178,098	10224880	164
\$112,592	10224881	164
\$193,800	10224882	164
\$145,712	10224883	164
\$176,003	10224884	164
\$114,506	10224885	164
\$169,702	10224886	164
\$158,839	10224887	164
\$175,206	10224888	164
\$172,199	10224889	164
\$153,795	10224890	164
\$166,111	10224891	164
\$129,292	10224892	164
\$0	10441418	164
\$128,991	10441760	164
\$125,187	10441761	164
\$98,500	10441762	164
\$130,311	10441763	164
\$123,594	10441764	164
\$166,200	10441765	164
\$194,695	10441766	164
\$94,601	10441767	164
\$182,409	10441768	164
\$178,501	10441769	164
\$165,502	10441770	164

\$125,000	10441771	164
\$154,627	10441772	164
\$133,694	10441773	164
\$137,600	10441774	164
\$124,204	10441775	164
\$208,300	10441776	164
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\$134,989	10441778	164
\$203,608	10441779	164
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\$242,103	10441782	164
\$147,894	10441783	164
\$197,794	10441784	164
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\$148,387	10441787	164
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\$120,804	10441789	164
\$186,106	10441790	164
\$237,502	10441791	164
\$145,702	10441792	164
\$156,240	10441793	164
\$201,998	10441794	164
\$130,417	10441795	164
\$228,687	10441797	164
\$323,487	10441798	164
\$166,262	10441799	164
\$136,111	10441800	164
\$186,791	10441801	164
\$237,908	10441802	164
\$166,356	10441803	164
\$137,794	10441804	164
\$86,105	10441805	164
\$147,712	10441806	164
\$144,370	10441807	164
\$193,999	10441809	164
\$197,896	10441810	164
\$148,203	10441812	164
\$198,697	10441813	164
\$0	10447832	164
\$562,106	10224178	164
\$149,960	10224132	164
\$502,690	10224129	164
\$232,852	10224157	164

\$540,079	10224169	164
\$636,213	10224162	164
\$199,523	10224160	164
\$255,575	10224170	164
\$330,833	10224175	164
\$387,981	10224171	164
\$352,659	10224150	164
\$187,655	10224167	164
\$158,140	10224139	164
\$154,885	10224140	164
\$279,799	10224141	164
\$155,162	10224138	164
\$177,645	10224183	164
\$333,495	10224182	164
\$956,610	10224181	164
\$180,843	10224180	164
\$516,880	10224135	164
\$318,103	10224136	164
\$386,603	10224137	164
\$391,795	10224163	164
\$431,722	10224164	164
\$355,515	10224147	164
\$141,110	10224134	164
\$243,557	10224145	164
\$211,959	10224168	164
\$42,860	10224126	164
\$212,547	10224131	164
\$463,582	10224142	164
\$215,282	10448173	164
\$484,003	10448174	164
\$165,000	10448175	164
\$146,232	10224133	164
\$546,586	10224143	164
\$272,118	10448170	164
\$387,967	10448171	164
\$188,748	10224151	164
\$562,882	10224159	164
\$415,300	10224158	164
\$410,518	10224144	164
\$452,410	10224172	164
\$196,677	10224155	164
\$150,000	10224161	164
\$930,800	10224149	164
\$230,935	10224173	164

\$508,035	10224148	164
\$177,761	10224179	164
\$338,851	10224153	164
\$338,453	10224154	164
\$402,018	10224152	164
\$678,769	10224188	164
\$501,611	10224186	164
\$473,484	10224185	164
\$439,651	10224184	164
\$427,822	10224146	164
\$393,758	10224176	164
\$466,968	10224177	164
\$199,200	10224174	164
\$307,463	10224165	164
\$498,690	10224166	164

SA331 OLD PELICAN BAY DREDGING CIP MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
13-46-23-00-00003.0010	\$ 2,111.23	1	GOVT LOT FORT MYERS BEACH, FL 33931	PARL IN GOVT LOT 3 DESC IN OR 1522 PG 1193
13-46-23-00-00004.1000	\$ 15,482.31	1	18251 OLD PELICAN BAY DR FORT MYERS BEACH, FL 33931	PARL IN E 1/2 LESS SIESTA ISLES UTS + 4.001 THRU 4.006 + 4.101 THRU 4.103
13-46-23-11-00000.0210	\$ 703.74	1	18140 OLD PELICAN BAY DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY S/D II PB 40 PG 86 LOT 21
13-46-23-11-00000.0240	\$ 703.74	1	18170 OLD PELICAN BAY DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY S/D II PB 40 PG 86 LOT 24
13-46-23-11-00000.0270	\$ 703.74	1	18210 OLD PELICAN BAY DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY S/D II PB 40 PG 86 LOT 27
13-46-23-11-00000.0280	\$ 703.74	1	18220 OLD PELICAN BAY DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY S/D II PB 40 PG 86 LOT 28
13-46-23-23-00000.0160	\$ 703.74	1	12217 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-A REPLT DESC IN PB 66 PGS 62-63 LOT 16 + POR OF LOT 15 DESC OR 3334/2591 + DOCK SPACE #19
13-46-23-23-00000.0180	\$ 703.74	1	12209 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-A REPLT DESC IN PB 66 PGS 62-63 LOT 18 + DOCK SPACE #12
13-46-23-24-00000.0030	\$ 703.74	1	12204 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-C REPLAT DESC IN PB 69 PGS 64 + 65 LOT 3 & DOCK #28
13-46-23-24-00000.0060	\$ 703.74	1	12210 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-C REPLAT DESC IN PB 69 PGS 64 + 65 LOT 6 + DOCK #21
13-46-23-24-00000.0080	\$ 703.74	1	12218 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-C REPLAT DESC IN PB 69 PGS 64 + 65 LOT 8 + DOCK SPACE #13
13-46-23-24-00000.0090	\$ 1,407.49	1	12220 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-C REPLAT DESC IN PB 69 PGS 64 + 65 LOT 9 + DOCKS 14 + 20
13-46-23-24-00000.0100	\$ 703.74	1	12222 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-C REPLAT DESC IN PB 69 PGS 64 + 65 LOT 10 + DOCK SPACES 3 + 18
13-46-23-24-00000.0110	\$ 703.74	1	12224 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-C REPLAT DESC IN PB 69 PGS 64 + 65 LOT 11 + DOCK SPACES 2 + 23
13-46-23-24-00000.0120	\$ 703.74	1	12226 SIESTA DR FORT MYERS BEACH, FL 33931	OLD PELICAN BAY III-C REPLAT DESC IN PB 69 PGS 64 + 65 LOT 12 + DOCK SPACE 25 DESC IN OR 4491 PG 4377
13-46-23-24-00000.013B	\$ 703.74	1	BOAT SLIP FORT MYERS BEACH, FL	OLD PELICAN BAY III-C REPLAT DESC IN PB 69 PGS 64 + 65 DOCK SPACE 26
	\$ 28,149.65			

SA309 PINE ISLAND SHORES CHANNEL DREDGE MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
01-46-22-18-000J0.0100	\$ 150.25	1	2371 CARAMBOLA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 6 BLK.J PB 23 PG 1 LOT 10
01-46-22-18-000J0.0150	\$ 150.25	1	2293 CARAMBOLA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 6 BLK.J PB 23 PG 1 LOT 15
01-46-22-18-000J0.0170	\$ 150.25	1	2261 CARAMBOLA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 6 BLK J PB 23 PG 1 LOT 17
01-46-22-19-000J0.0260	\$ 148.66	1	2404 CARAMBOLA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 7 BLK J PB 23 PG 62 LOTS 26 + 27 LESS N 5 FT OF LOT 27 + LESS S 5 FT OF LOT 26
01-46-22-20-000K0.0020	\$ 150.25	1	2485 SAPODILLA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 8 BLK K PB 23 PG 80 LOT 2
01-46-22-20-000K0.0030	\$ 150.25	1	2469 SAPODILLA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 8 BLK K PB 23 PG 80 LOT 3
01-46-22-20-000K0.0040	\$ 150.25	1	2453 SAPODILLA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 8 BLK K PB 23 PG 80 LOT 4
01-46-22-20-000K0.0080	\$ 150.25	1	2389 SAPODILLA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 8 BLK K PB 23 PG 80 LOT 8
01-46-22-20-000K0.0130	\$ 150.25	1	2309 SAPODILLA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 8 BLK K PB 23 PG 80 LOT 13
01-46-22-20-000K0.0140	\$ 150.25	1	2293 SAPODILLA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 8 BLK K PB 23 PG 80 LOT 14
01-46-22-20-000K0.0160	\$ 150.25	1	2292 SAPODILLA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 8 BLK K PB 23 PG 80 LOT 16
01-46-22-20-000K0.0220	\$ 150.25	1	2388 SAPODILLA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 8 BLK K PB 23 PG 80 LOT 22
01-46-22-20-000K0.0230	\$ 150.25	1	2404 SAPODILLA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 8 BLK K PB 23 PG 80 LOT 23
01-46-22-20-000K0.0250	\$ 150.25	1	2436 SAPODILLA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 8 BLK K PB 23 PG 80 LOT 25

01-46-22-21-000L0.0010	\$ 150.25	1	2499 CHERIMOYA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 9 BLK.L PB 25 PG 56 LOT 1
01-46-22-21-000L0.0030	\$ 150.25	1	2469 CHERIMOYA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 9 BLK.L PB 25 PG 56 LOT 3
01-46-22-21-000L0.0090	\$ 150.25	1	2373 CHERIMOYA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UT 9 BLK L PB 25 PG 56 LOT 9
01-46-22-21-000L0.0100	\$ 150.25	1	2357 CHERIMOYA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 9 BLK L PB 25 PG 56 LOT 10
01-46-22-21-000L0.0120	\$ 150.25	1	2325 CHERIMOYA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 9 BLK L PB 25 PG 56 LOT 12
01-46-22-21-000L0.0140	\$ 150.25	1	2293 CHERIMOYA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UT 9 PB 25 PG 56 BLK L LOT 14
01-46-22-21-000L0.0180	\$ 150.25	1	2340 CHERIMOYA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 9 BLK L PB 25 PG 56 LOT 18
01-46-22-21-000L0.0210	\$ 7.03	1	2388 CHERIMOYA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 9 BLK L PB 25 PG 56 LOT 21
01-46-22-21-000L0.0230	\$ 150.25	1	2420 CHERIMOYA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 9 BLK.L PB 25 PG 56 LOT 23
01-46-22-21-000L0.0240	\$ 150.25	1	2436 CHERIMOYA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 9 BLK L PB 25 PG 56 LOT 24
01-46-22-21-000L0.0250	\$ 115.85	1	2452 CHERIMOYA LN SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 9 BLK L PB 25 PG 56 LOT 25
01-46-22-23-00000.0030	\$ 150.25	1	2465 MACADAMIA ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 10 PB 36 PG 71 LOT 3
01-46-22-23-00000.0070	\$ 150.25	1	2401 MACADAMIA ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 10 PB 36 PG 71 LOT 7 LESS SUBSURFACE RIGHTS DESC IN OR 2839 PG 3600
01-46-22-24-00000.0080	\$ 150.25	1	2113 MACADAMIA ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 11 RES/D PB 39 PG 14 LOT 8
01-46-22-24-00000.011A	\$ 150.25	1	2060 MACADAMIA ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 11 PB 39 PG 14 AS DESC IN INST #2006164175

01-46-22-24-00000.0120	\$ 150.25	1	2080 MACADAMIA ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 11 RES/D PB 39 PG 14 LOT 12 LESS WSTRLY 1.1 FT + BOAT SLIP 9
01-46-22-24-00000.0170	\$ 150.25	1	2160 MACADAMIA ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 11 RES/D PB 39 PG 14 LOT 17 + BOAT SLIP 3
01-46-22-24-00000.0180	\$ 150.25	1	2176 MACADAMIA ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 11 RES/D PB 39 PG 15 LOT 18 + BOAT SLIP 4
01-46-22-24-00000.0200	\$ 150.25	1	2208 MACADAMIA ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 11 RES/D PB 39 PG 15 LOT 20 + BOAT SLIP 8
01-46-22-24-00000.0220	\$ 150.25	1	2238 MACADAMIA ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 11 RES/D PB 39 PG 15 LOT 22 + BOAT SLIP 13
01-46-22-24-00000.0240	\$ 150.25	1	2272 MACADAMIA ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 11 RES/D PB 39 PG 15 LOT 24 LESS OR 2432/3550 + BOAT SLIP 15
02-46-22-16-0000H.0050	\$ 150.25	1	2336 BAYBREEZE ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UT 5 BLK H PB 17 PG 69 LOT 5
02-46-22-16-0000H.0070	\$ 150.25	1	2372 BAYBREEZE ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES U-5 BLK H PB 17 PG 69 LOT 7
02-46-22-16-0000H.0100	\$ 150.25	1	2418 BAYBREEZE ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 5 BLK H PB 17 PG 69 LOT 10
02-46-22-16-0000H.0110	\$ 150.25	1	2430 BAYBREEZE ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 5 BLK H PB 17 PG 69 LOT 11
02-46-22-16-0000H.0130	\$ 150.25	1	2454 BAYBREEZE ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 5 BLK H PB 17 PG 69 LOT 13
02-46-22-16-0000I.0040	\$ 150.25	1	2455 SYCAMORE ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 5 BLK I PB 17 PG 69 LOT 4
02-46-22-16-0000I.0050	\$ 150.25	1	2443 SYCAMORE ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 5 BLK I PB 17 PG 69 LOT 5
02-46-22-16-0000I.0060	\$ 150.25	1	2431 SYCAMORE ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 5 BLK I PB 17 PG 69 LOT 6

02-46-22-16-0000I.0130	\$ 150.25	1	2347 SYCAMORE ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 5 BLK I PB 17 PG 69 LOTS 12 + 13
02-46-22-16-0000I.0170	\$ 150.25	1	2299 SYCAMORE ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 5 BLK I PB 17 PG 69 LOT 17
02-46-22-16-0000I.0220	\$ 148.82	1	2300 SYCAMORE ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 5 BLK I PB 17 PG 68 LOT 22
02-46-22-16-0000I.0290	\$ 150.25	1	2384 SYCAMORE ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UT 5 BLK I PB 17 PG 69 LOT 29
02-46-22-16-0000I.0300	\$ 150.25	1	2396 SYCAMORE ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UT 5 BLK I PB 17 PG 69 LOT 30
02-46-22-16-0000I.0310	\$ 150.25	1	2408 SYCAMORE ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UT 5 BLK I PB 17 PG 69 LOT 31
02-46-22-16-0000I.0340	\$ 150.25	1	2444 SYCAMORE ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UT 5 BLK I PB 17 PG 69 LOT 34
02-46-22-16-0000I.0370	\$ 150.25	1	2480 SYCAMORE ST SAINT JAMES CITY, FL 33956	PINE ISLAND SHORES UNIT 5 BLK I PB 17 PG 69 LOT 37
02-46-22-26-0000A.2298	\$ 150.25	1	2298 DIXIE LEE CT SAINT JAMES CITY, FL 33956	ST JAMES PLACE OR 2090 PG 3242 AND 2323/1255 UT A-2298 + BOAT DOCK A-N
02-46-22-26-0000A.2300	\$ 150.25	1	2300 DIXIE LEE CT SAINT JAMES CITY, FL 33956	ST JAMES PLACE OR 2090 PG 3242 AND 2323/1255 UT A-2300 + BOAT DOCK A-S
02-46-22-26-0000C.2270	\$ 150.25	1	2270 DIXIE LEE CT SAINT JAMES CITY, FL 33956	ST JAMES PLACE OR 2090 PG 3242 UT C-2270 + BOAT DOCK C-S
02-46-22-26-0000D.2256	\$ 150.25	1	2256 DIXIE LEE CT SAINT JAMES CITY, FL 33956	ST JAMES PLACE OR 2090 PG 3242 AND 2323/1255 UT D-2256 + BOAT DOCK G-S
02-46-22-26-0000D.2258	\$ 150.25	1	2258 DIXIE LEE CT SAINT JAMES CITY, FL 33956	ST JAMES PLACE OR 2090 PG 3242 AND 2323/1255 UT D-2258 + BOAT DOCK G-N
02-46-22-26-0000I.2242	\$ 150.25	1	2242 PALM AVE SAINT JAMES CITY, FL 33956	ST JAMES PLACE OR 2090 PG 3242 UT I-2242 + BOAT DOCK I-S
02-46-22-26-0000I.2244	\$ 150.25	1	2244 PALM AVE SAINT JAMES CITY, FL 33956	ST JAMES PLACE OR 2090 PG 3242 UT I-2244 + BOAT DOCK I-N

02-46-22-26-000J0.2228	\$ 150.25	1	2228 PALM AVE SAINT JAMES CITY, FL 33956	ST JAMES PLACE OR 2090 PG 3242 UT J-2228 + BOAT DOCK J-S
	\$ 8,684.11			

SA148 PINE CREST RIVER VIEW RD MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
31-47-26-B1-00400.0130	\$ 1,736.79	1	27206 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOTS 12 THRU 14 LESS E 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0150	\$ 545.33	1	27242 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 15 LESS E 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0160	\$ 428.94	1	27258 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 16 LESS E 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0170	\$ 426.93	1	27276 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 17 LESS E 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0180	\$ 428.94	1	27294 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 18 LESS E 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0190	\$ 791.87	1	27310 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 19 LESS E 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0210	\$ 556.54	1	27328 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 21 LESS E 30 FT RD R/W DESC IN OR 1169 PG 1885

31-47-26-B1-00400.0240	\$ 478.35	1	27380 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 24 LESS E 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0250	\$ 532.26	1	27396 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 25 LESS E 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0260	\$ 516.63	1	27414 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 26 LESS E 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0270	\$ 623.08	1	27432 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 27 LESS E 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0280	\$ 677.62	1	27448 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 28 LESS E 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0290	\$ 607.04	1	27466 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 29 LESS E 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0300	\$ 414.59	1	27465 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 30 LESS W 30 FT RD R/W DESC IN OR 1169 PG 1885

31-47-26-B1-00400.0310	\$ 529.77	1	27447 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 31 LESS W 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0330	\$ 537.55	1	27413 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 33 LESS W 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0340	\$ 537.55	1	27395 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 34 LESS W 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0350	\$ 506.43	1	27379 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 35 LESS W 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0360	\$ 451.96	1	27361 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 36 LESS W 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0370	\$ 743.16	1	27331 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 37 LESS W 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0390	\$ 606.30	1	27315 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 39 LESS I-75 R/W + LESS W 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0400	\$ 397.67	1	27301 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 40 LESS I-75 R/W + LESS W 30 FT RD R/W DESC IN OR 1169 PG 1885

31-47-26-B1-00400.0410	\$ 380.24	1	27293 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 41 LESS I-75 R/W + LESS W 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0420	\$ 356.90	1	27275 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 42 LESS I-75 R/W + LESS W 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0430	\$ 342.94	1	27257 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 43 LESS I-75 R/W + LESS W 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B1-00400.0440	\$ 407.18	1	27241 PINECREST LN BONITA SPRINGS, FL 34135	PINECREST HAVEN UNREC SUBD OR 891 PG 744 LOT 44 LESS I-75 R/W + LESS W 30 FT RD R/W DESC IN OR 1169 PG 1885
31-47-26-B4-00300.0220	\$ 1,509.27	1	27693 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER ESTATES OR 28 PG 387 LOTS 22 + 23 24 + PT OF 21 LESS I/75 RW
31-47-26-B4-00300.0260	\$ 372.33	1	27623 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 26
31-47-26-B4-00300.0270	\$ 438.29	1	27617 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 27
31-47-26-B4-00300.0280	\$ 432.65	1	27611 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 28
31-47-26-B4-00300.0300	\$ 353.89	1	27599 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 30 + 31
31-47-26-B4-00300.0370	\$ 538.79	1	27563 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOTS 36 + 37
31-47-26-B4-00300.0380	\$ 339.72	1	27557 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 38

31-47-26-B4-00300.0390	\$ 374.63	1	27551 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 39
31-47-26-B4-00300.0400	\$ 513.97	1	27545 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 40
31-47-26-B4-00300.0420	\$ 516.79	1	27531 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 42
31-47-26-B4-00300.0430	\$ 388.02	1	27525 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER ESTATES OR 28 PG 387 LOT 43
31-47-26-B4-00300.0440	\$ 1,163.50	1	27521 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER ESTATES OR 28 PG 387 LOT 44
31-47-26-B4-00300.0470	\$ 1,085.96	1	12025 RIVER VIEW DR BONITA SPRINGS, FL 34135	IMPERIAL RIVER ESTATES OR 28 PG 387 LOT 47 + VAC RD OR 2026 PG 2969
31-47-26-B4-00300.0540	\$ 932.99	1	27512 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER ESTATES OR 28 PG 387 LOT 54 + VAC RD OR 2026 PG 2969
31-47-26-B4-00300.0560	\$ 405.46	1	27522 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER ESTATES OR 28 PG 387 LOTS 56 + 57
31-47-26-B4-00300.0590	\$ 403.59	1	27544 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 59
31-47-26-B4-00300.0610	\$ 384.21	1	27556 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 61
31-47-26-B4-00300.0620	\$ 464.72	1	27562 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 62 LESS RD R/W DESC IN OR 4125 PG 1655
31-47-26-B4-00300.0630	\$ 485.77	1	27598 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 63 + POR OF LOT 64 DESC IN OR 4281/721
31-47-26-B4-00300.0650	\$ 698.56	1	27610 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 65 + POR OF LOT 64 DESC IN OR 4281/719
31-47-26-B4-00300.0660	\$ 353.82	1	27616 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 66 + S 15FT OF LOT 65

31-47-26-B4-00300.0670	\$ 511.81	1	12051 CIRCLE DR BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 67
31-47-26-B4-00300.0680	\$ 567.00	1	12031 CIRCLE DR BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 68
31-47-26-B4-00300.0690	\$ 439.90	1	12021 CIRCLE DR BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 69
31-47-26-B4-00300.0700	\$ 265.62	1	12011 CIRCLE DR BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 70
31-47-26-B4-00300.0710	\$ 304.82	1	12001 CIRCLE DR BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 71
31-47-26-B4-00300.0720	\$ 326.73	1	12000 CIRCLE DR BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 72
31-47-26-B4-00300.0740	\$ 350.72	1	12020 CIRCLE DR BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 74
31-47-26-B4-00300.0750	\$ 519.66	1	12030 CIRCLE DR BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 75
31-47-26-B4-00300.0760	\$ 458.92	1	12040 CIRCLE DR BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 76
31-47-26-B4-00300.0770	\$ 522.91	1	12050 CIRCLE DR BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOT 77
31-47-26-B4-00300.0780	\$ 740.03	1	12061 RIVER VIEW DR BONITA SPRINGS, FL 34135	IMPERIAL RIVER ESTATES OR 28 PG 387 LOTS 78 + 79
31-47-26-B4-00300.0820	\$ 414.19	1	12020 RIVER VIEW DR BONITA SPRINGS, FL 34135	IMPERIAL RIVER ESTATES OR 28 PG 387 LOT 82
31-47-26-B4-00300.0850	\$ 625.67	1	12050 RIVER VIEW DR BONITA SPRINGS, FL 34135	IMPERIAL RIVER ESTATES OR 28 PG 387 LOT 85
31-47-26-B4-00300.0860	\$ 518.16	1	12060 RIVER VIEW DR BONITA SPRINGS, FL 34135	IMPERIAL RIVER ESTATES OR 28 PG 387 LOT 86

31-47-26-B4-00300.0890	\$ 497.61	1	27682 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER ESTATES OR 28 PG 387 LOT 89
31-47-26-B4-00300.0900	\$ 513.24	1	27688 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER ESTATES OR 28 PG 387 LOT 90
31-47-26-B4-00300.0910	\$ 442.61	1	27694 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER ESTATES OR 28 PG 38 LOT 91
31-47-26-B4-00300.0920	\$ 660.89	1	27700 PINECREST LN BONITA SPRINGS, FL 34135	IMPERIAL RIVER EST OR 28 PG 387 LOTS 92 + 93 LESS I-75 R/W
	\$ 35,399.98			

SA298 PORT CARLOS COVE DREDGE MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
19-46-24-33-00000.0020	\$ 466.24		2 GALLEON WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 2
19-46-24-33-00000.0130	\$ 466.24		13 GALLEON WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 13
19-46-24-33-00000.0160	\$ 361.05		16 GALLEON WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 16
19-46-24-33-00000.0170	\$ 466.24		17 GALLEON WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 17
19-46-24-33-00000.0200	\$ 466.24		20 DOUBLOON WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759AKA PORT CARLOS COVE LOT 20
19-46-24-33-00000.0230	\$ 466.24		23 DOUBLOON WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 23
19-46-24-33-00000.0260	\$ 466.24		26 DOUBLOON WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 26
19-46-24-33-00000.0310	\$ 466.24		31 DOUBLOON WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 31
19-46-24-33-00000.0320	\$ 466.24		32 DOUBLOON WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 32
19-46-24-33-00000.0370	\$ 466.24		37 DOUBLOON WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 37
19-46-24-33-00000.0440	\$ 466.24		44 DOUBLOON WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 44
19-46-24-33-00000.0480	\$ 410.84		48 DOUBLOON WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 48
19-46-24-33-00000.0490	\$ 150.24		49 DOUBLOON WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 49
19-46-24-33-00000.0520	\$ 466.24		52 DOUBLOON WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 52

19-46-24-33-00000.0530	\$ 466.24		53 DOUBLOON WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 53
19-46-24-33-00000.0590	\$ 466.24		59 DOUBLOON WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759AKA PORT CARLOS COVE LOT 59
19-46-24-33-00000.0610	\$ 466.24		61 DOUBLOON WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 61
19-46-24-33-00000.0670	\$ 466.24		67 CORTEZ WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 67
19-46-24-33-00000.0750	\$ 466.24		75 CORTEZ WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 75
19-46-24-33-00000.0760	\$ 466.24		76 CORTEZ WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 76
19-46-24-33-00000.1020	\$ 466.24		102 BLACKBEARD WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 102
19-46-24-33-00000.1200	\$ 150.24		120 BLACKBEARD WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 120
19-46-24-33-00000.1220	\$ 150.24		122 BLACKBEARD WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 122
19-46-24-33-00000.1240	\$ 150.24		124 CORTEZ WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 124
19-46-24-33-00000.1250	\$ 150.24		125 CORTEZ WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 125
19-46-24-33-00000.1280	\$ 150.24		128 CORTEZ WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 128
19-46-24-33-00000.1300	\$ 47.53		130 CORTEZ WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 130
19-46-24-33-00000.1350	\$ 150.24		135 GARCIA WAY 1 FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 135

19-46-24-33-00000.1420	\$ 49.09	1	142 BARBADOS WAY FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 142
19-46-24-33-00000.1440	\$ 150.24	1	144 BARBADOS WAY FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 144
19-46-24-33-00000.1450	\$ 466.24	1	145 BARBADOS WAY FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 145
19-46-24-33-00000.1460	\$ 150.24	1	146 BARBADOS WAY FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 146
19-46-24-33-00000.1520	\$ 150.24	1	152 BARBADOS WAY FORT MYERS BEACH, FL 33931	PARL IN GL 1 + 2 MAINLAND DESC IN OR 1646 PG 759 AKA PORT CARLOS COVE LOT 152
	\$ 11,229.47			

SA185 RAINBOW FARMS WATERLINE MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
04-46-24-01-00000.0030	\$ 416.28		1 16464 RAINBOW MEADOWS CT FORT MYERS, FL 33908	RAINBOW FARMS PB 32 PG 44 LOT 3
04-46-24-01-00000.0050	\$ 416.28		1 16448 RAINBOW MEADOWS CT FORT MYERS, FL 33908	RAINBOW FARMS PB 32 PG 46 LOT 5
04-46-24-01-00000.0060	\$ 416.28		1 16442 RAINBOW MEADOWS CT FORT MYERS, FL 33908	RAINBOW FARMS PB 32 PG 46 LOT 6
04-46-24-01-00000.0070	\$ 416.28		1 16434 RAINBOW MEADOWS CT FORT MYERS, FL 33908	RAINBOW FARMS PB 32 PG 46 LOT 7
04-46-24-01-00000.0110	\$ 416.28		1 16410 RAINBOW MEADOWS CT FORT MYERS, FL 33908	RAINBOW FARMS PB 32 PG 46 LOT 11 + PT LOT 12 AS DESC IN OR 2269 PG 3252
04-46-24-01-00000.0120	\$ 416.28		1 16402 RAINBOW MEADOWS CT FORT MYERS, FL 33908	RAINBOW FARMS PB 32 PG 46 LOT 12 LESS PT DESC OR2906/1792+ PT LOT 13 DESC IN INST #2012000169665
04-46-24-01-00000.0140	\$ 416.28		1 16386 RAINBOW MEADOWS CT FORT MYERS, FL 33908	RAINBOW FARMS PB 32 PG 46 LOT 14
04-46-24-01-00000.0180	\$ 416.28		1 16439 RAINBOW MEADOWS CT FORT MYERS, FL 33908	RAINBOW FARMS PB 32 PG 46 LOT 18
04-46-24-01-00000.0210	\$ 416.28		1 16465 RAINBOW MEADOWS CT FORT MYERS, FL 33908	RAINBOW FARMS PB 32 PG 44 LOT 21
	\$ 3,746.52			

SA149 S PEBBLE BROKEN ARROW RD MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
06-46-25-00-00005.0020	\$ 606.65	1	16031 S PEBBLE LN FORT MYERS, FL 33912	N 1/2 OF E 1/2 OF E 1/2 OF N 658.775 FT OF NE 1/4 LESS PARL 5.002-A
06-46-25-00-00005.0030	\$ 896.90	1	6678 BROKEN ARROW RD FORT MYERS, FL 33912	PARL IN N 1/2 OF N E 1/4 SEC 6 TWP 46 R 25 DESC IN OR 1216 PG 1385 LESS OR 2840/1031
06-46-25-00-00005.0040	\$ 259.24	1	6621 BROKEN ARROW RD FORT MYERS, FL 33912	N 1/2 OF E 1/2 OF W 1/2 OF W 1/2 OF N 658.775 FT OF NE 1/4
06-46-25-00-00005.004A	\$ 702.61	1	6641 BROKEN ARROW RD FORT MYERS, FL 33912	S 1/2 OF E 1/2 OF W 1/2 OF W1/2 OF N 658.775 FT OF N E 1/4 LESS R/W OR 2840/1026
06-46-25-00-00005.0060	\$ 848.47	1	16030 S PEBBLE LN FORT MYERS, FL 33912	PAR IN N1/2 OF NE1/4 SEC 06 DESC OR1216/202 LES PAR 5.006A+OR2834/2977R/W
06-46-25-00-00005.006A	\$ 700.95	1	16020 S PEBBLE LN FORT MYERS, FL 33912	N1/2 OF E1/2 OF W1/2 OF E1/2 OF N659 FT OF NE1/4 DESC IN OR 2708/PG 0025
06-46-25-00-00005.0070	\$ 938.00	1	6735 BROKEN ARROW RD FORT MYERS, FL 33912	E1/2 OF E1/2 OF W1/2 OF N 658.775FT LESS OR 2729 PG 2173
06-46-25-00-00005.008A	\$ 259.24	1	16160 RAINFOREST LN FORT MYERS, FL 33912	PARL IN N 1/2 OF NE 1/4 DESC IN OR 1848 PG 3384 AKA TRACT 10 S 1/2
06-46-25-00-00005.0110	\$ 495.74	1	6795 BROKEN ARROW RD FORT MYERS, FL 33912	W 1/2 OF W 1/2 OF W 1/2 OF E 1/2 OF N 658.775 FT OF NE 1/4 LES OR2729 PG2173
06-46-25-00-00005.011A	\$ 480.32	1	6821 BROKEN ARROW RD FORT MYERS, FL 33912	E 1/2 OF W 1/2 OF W 1/2 OF E 1/2 OF N 658.775 FT OF NE 1/4 LESS OR 2822/1276 R/W
06-46-25-00-00005.0120	\$ 961.85	1	6640 BROKEN ARROW RD FORT MYERS, FL 33912	PARL IN NE 1/4 SEC 06 TWP 46 R 25 DESC IN OR 1280 PG 0002 LESS OR 2840/1034
06-46-25-00-00005.0130	\$ 678.76	1	6796 BROKEN ARROW RD FORT MYERS, FL 33912	N1/2 OF W1/2 OF W1/2 OF E1/2 OF S658.775 FT OF N 1317.55 FT LES N30FT R/W

06-46-25-00-00005.013A	\$ 259.24	1	16201 SAWDUST TRL FORT MYERS, FL 33912	S 1/2 OF W 1/2 OF W 1/2 OF E 1/2 OF S 658.775 FT OF N 1317.55 FT OF N E 1/4
06-46-25-00-00005.0140	\$ 259.17	1	16200 SAWDUST TRL FORT MYERS, FL 33912	PARL IN NE 1/4 SEC 06 TWP 46 R 25 DESC IN OR 1239 PG 0365 LESS N 1/2
06-46-25-00-00005.014A	\$ 678.76	1	16100 SAWDUST TRL FORT MYERS, FL 33912	N1/2 OF E1/2 OF E1/2OF W1/2 OF S659FT OF N1318FT OF NE1/4 LES N30FT R/W
31-45-25-00-00003.1020	\$ 198.91	1	6870 BRIARCLIFF RD FORT MYERS, FL 33912	W 1/2 OF N W 1/4 OF N E 1/4 OF N E 1/4 OF S E 1/4 DESC IN OR 1819 PG 2729
31-45-25-00-00003.1030	\$ 327.25	1	15571 S PEBBLE LN FORT MYERS, FL 33912	N 1/2 OF SW 1/4 OF NE 1/4 OF NE 1/4 OF SE 1/4 LES R/W OR 2729/2230
31-45-25-00-00003.1040	\$ 474.42	1	15690 S PEBBLE LN FORT MYERS, FL 33912	S 1/2 OF SW 1/4 OF NE 1/4 OF SE 1/4 LESS S 165 FT LES R/W OR 2729/2161
31-45-25-00-00003.107B	\$ 275.69	1	6910 GREYSTONE LN FORT MYERS, FL 33912	PAR S1/2 OF SE1/4 OF SE1/4 OF SE1/4 OR 1995/318 LES R/W OR 2729/2203
31-45-25-00-00003.1100	\$ 469.52	1	15691 S PEBBLE LN FORT MYERS, FL 33912	N1/2 OF S1/2 OF SE1/4 OF NE 1/4 OF SE1/4 AKA LT61 N 1/2 LES R/W 2729/2218
31-45-25-00-00003.1200	\$ 984.41	1	15760 S PEBBLE LN FORT MYERS, FL 33912	N 1/2 OF NW 1/4 OF SE 1/4 OF SE 1/4
31-45-25-00-00003.121B	\$ 271.71	1	15588 S PEBBLE LN FORT MYERS, FL 33912	PAR NW1/4 OF NE1/4 OF SE1/4 DESC OR 1326/72 LES R/W OR 2729/2149
31-45-25-00-00003.121E	\$ 271.71	1	15560 S PEBBLE LN FORT MYERS, FL 33912	S1/3 OF N3/5 OF E1/2 OF NW14/ OF NE1/4 OF SE1/4 LES R/W 2729/2146
31-45-25-00-00003.1240	\$ 345.07	1	15640 S PEBBLE LN FORT MYERS, FL 33912	N 170FT OF E 320FT OF N1/2 OF SW1/4 OF NE1/4 OF SE1/4 LESS E 30FT FOR R/W OR 2729/2155
31-45-25-00-00003.125A	\$ 459.93	1	15641 S PEBBLE LN FORT MYERS, FL 33912	S1/2 OF N1/2 OF SE1/4 OF NE1/4 OF SE1/4 AKA S1/2 LT 62 LES R/W OR 2729/2221

31-45-25-00-00003.1270	\$ 795.93	1	15881 S PEBBLE LN FORT MYERS, FL 33912	N 1/2 OF SE 1/4 OF SE 1/4 OF SE 1/4 LESS PARL 3.127A
31-45-25-00-00003.1290	\$ 480.83	1	15820 S PEBBLE LN FORT MYERS, FL 33912	N 1/2 OF S 1/2 OF NW 1/4 OF SE 1/4 OF SE 1/4 AKA N 1/2 LOT 54
31-45-25-00-00003.1320	\$ 460.74	1	15821 S PEBBLE LN FORT MYERS, FL 33912	N1/2 OF S1/2 OF NE1/4 OF S E1/4 OF SE1/4 OR N1/2 LT59 BAL BR R LES R/W2729/2209
31-45-25-00-00003.132A	\$ 469.50	1	15841 S PEBBLE LN FORT MYERS, FL 33912	S1/2 OF S1/2 OF NE1/4 OF SE1/4 OF SE1/4 LES R/W OR 2729/2206
	\$ 15,311.52			

SA267 SAN CARLOS DRIVE DRAINAGE MSBU ASSES

STRAP	SA Units	Rate	Site Address
13-46-23-01-00001.0340	\$ 403.53		934 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
13-46-23-01-00001.034A	\$ 325.74		934 SAN CARLOS DR A 1 FORT MYERS BEACH, FL 33931
13-46-23-01-00001.0350	\$ 1,059.19		932 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
13-46-23-01-00001.0380	\$ 743.39		908 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
13-46-23-01-00003.0110	\$ 330.22		945 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
13-46-23-01-00003.0120	\$ 446.78		941 SAN CARLOS DR 1-2 1 FORT MYERS BEACH, FL 33931
13-46-23-01-00003.0130	\$ 456.56		913/915 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
13-46-23-01-00003.0140	\$ 984.50		909 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
13-46-23-01-00003.0150	\$ 495.40		914/916 NORTH ST 1 FORT MYERS BEACH, FL 33931
13-46-23-01-00004.0190	\$ 489.16		907 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931

13-46-23-01-00004.0200	\$	537.07	905 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
13-46-23-01-00004.0210	\$	557.42	903 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
13-46-23-01-00004.0220	\$	377.68	900 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
13-46-23-01-00004.026A	\$	298.43	901 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00001.001A	\$	2,278.28	719 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00001.0050	\$	350.25	743 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00001.0060	\$	348.87	749 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00001.0070	\$	488.00	753 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00001.0090	\$	611.93	761 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00001.0100	\$	1,000.16	773 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00001.0140	\$	432.68	793 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931

24-46-23-01-00001.0150	\$	1,039.16	801 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00001.0180	\$	610.70	807 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00001.025B	\$	849.51	855 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00001.025D	\$	518.50	859 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00001.0260	\$	1,614.77	948 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00001.0290	\$	518.61	942 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00001.0300	\$	622.16	940 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00002.0080	\$	267.79	844 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00002.0090	\$	440.18	850/852 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00002.0100	\$	414.36	862 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00002.0130	\$	433.37	960 SAN CARLOS CT 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00003.0080	\$	524.05	949 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931

24-46-23-01-00003.0100	\$	592.77	947 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00007.0020	\$	4,212.27	751 FISHERMANS WHARF 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00007.0080	\$	621.73	752 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00007.0090	\$	1,727.99	760 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-01-00007.0110	\$	2,122.05	790 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-10-00006.0000	\$	1,236.30	703 FISHERMANS WHARF 1 FORT MYERS BEACH, FL 33931
24-46-23-43-00000.0030	\$	375.40	831 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-43-00000.0040	\$	375.40	825 SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-43-00000.0080	\$	586.78	SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-43-00000.0090	\$	586.78	SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931
24-46-23-43-00000.0100	\$	325.03	SAN CARLOS DR 1 FORT MYERS BEACH, FL 33931

24-46-23-43-00000.0110

\$
\$

325.03
33,955.93

SAN CARLOS DR
1 FORT MYERS BEACH, FL 33931

SMEMENT ROLL

Legal Description

SAN CARLOS ON THE GULF

BLK 1 PB 6 PG 6

LOT 34 LESS OR 4397/1211

SAN CARLOS ON THE GULF

BLK 1 PB 6 PG 6

SLY POR OF LOT 34 + N 15FT OF LOT 33

DESC IN OR 4397/1211

SAN CARLOS ON THE GULF

BLK 1 PB 6 PG 6

LOTS 35 + 36

SAN CARLOS ON THE GULF

BLK 1 LT38 PB6PG6 DESC OR

1255/955 LESS OR2742/3175 +

PT OF VAC RD DESC IN CCMB 15 PG 28

SAN CARLOS ON THE GULF

BLK 3 PB 6 PG 6

LOT 11

SAN CARLOS ON THE GULF

BLK 3 PB 6 PG 6

LOT 12

SAN CARLOS ON THE GULF

BLK 3 PB 6 PG 6

LOT 13

SAN CARLOS ON THE GULF

BLK.3 PB 6 PG 6

LOT 14

SAN CARLOS ON THE GULF

BLK.3 PB 6 PG 6

LOT 15

SAN CARLOS ON THE GULF

BLK 4 PB 6 PG 6

LOT 19

SAN CARLOS ON THE GULF
BLK 4 PB 6 PG 6
LOT 20

SAN CARLOS ON THE GULF
BLK 4 PB 0006 PG 0006
LOT 21 + PT OF VAC RD
AS DESC IN CCMB 15 PG 28

SAN CARLOS ON THE GULF
PB 6 PG 6 PT BLK 4
DESC IN OR 1198 PG 1688 +
PT OF VAC RD DESC IN CCMB 15 PG 28

PARL IN S E 1/4 SEC 13
TWP 46 R 24 DESC IN
OR 1210 PG 1420 + PT OF
VAC RD DESC IN CCMB 15 PG 28

SAN CARLOS ON THE GULF
BLK 1 PB 6 PG 6
LOTS 1 + 2 LESS OR 2215 PG 4739

SAN CARLOS ON THE GULF
BLK 1 PB 6 PG 6
LOT 5

SAN CARLOS ON THE GULF
BLK 1 PB 6 PG 6
LOT 6

SAN CARLOS ON THE GULF
BLK 1 PB 6 PG 6
LOT 7

SAN CARLOS ON THE GULF
BLK 1 PB 6 PG 6
LOT 9

SAN CARLOS ON THE GULF
BLK 1 PB 6 PG 6
LOTS 10 + 11
AKA SAN CARLOS LODGE MHP2

SAN CARLOS ON THE GULF
BLK 1 PB 6 PG 6
LOT 14

SAN CARLOS ON THE GULF
BLK 1 PB 6 PG 6
LOTS 15 + 16

SAN CARLOS ON THE GULF BLK
1 PB 6 PG 6 LOT 18 + N 15
FT OF W 100 FT LOT 17

SAN CARLOS ON THE GULF
BLK 1 PB 6 PG 6
N 75 FT OF S 150 FT OF LOT 25

SAN CARLOS ON THE GULF
BLK 1 PB 6 PG 6 LOT 25
DESC OR 1303 PG 1432

SAN CARLOS ON THE GULF
BLK 1 PB 6 PG 6
LOTS 26 THRU 28

SAN CARLOS ON THE GULF
BLK 1 PB 6 PG 6
LOT 29

SAN CARLOS ON THE GULF
BLK 1 PB 6 PG 6
LOT 30 + PT LOT 31

SAN CARLOS ON THE GULF
BLK 2 PB 6 PG 6
LOT 8

SAN CARLOS ON THE GULF
BLK 2 PB 6 PG 6
LOT 9

SAN CARLOS ON THE GULF
BLK 2 PB 6 PG 6
LOT 10

SAN CARLOS ON THE GULF
BLK 2 PB 6 PG 6
LOT 13

SAN CARLOS ON THE GULF
BLK 3 PB 6 PG 6
LOT 8

SAN CARLOS ON THE GULF
BLK 3 PB 6 PG 6
LOT 10

SAN CARLOS ON THE GULF
BLK 7 PB 6 PG 6
LOTS 1 THRU 7 +
23 THRU 25 LESS R/W INST# 2013000087381

SAN CARLOS ON THE GULF
BLK.7 PB 6 PG 6
LOTS 8

SAN CARLOS ON THE GULF
BLK 7 PB 6 PG 6
LOTS 9 10 21 22
AKA BON AIRE RENTAL PARK

SAN CARLOS ON THE GULF
BLK 7 PB 6 PG 6 LOTS 11
THRU 13+18 THRU 20+VAC ST
AKA SAN CARLOS LODGE MHP

SAN CARLOS ON GULF RESUB
BLK.A PB 8 PG 58 ALL BLK A + PT LOT 1 BLK 1
DESC OR 2215 PG 4739

HIDDEN HARBOR ON THE BAY
AS DESC IN INST #2013000247176
LOT 3

HIDDEN HARBOR ON THE BAY
AS DESC IN INST #2013000247176
LOT 4

HIDDEN HARBOR ON THE BAY AS DESC IN INST
#2013000247176 LOT 8
AS DESC IN INST #2013000247176
LOT 8

HIDDEN HARBOR ON THE BAY AS DESC IN INST
#2013000247176 LOT 9
AS DESC IN INST #2013000247176
LOT 9

HIDDEN HARBOR ON THE BAY AS DESC IN INST
#2013000247176 LOT 10
AS DESC IN INST #2013000247176
LOT 10

HIDDEN HARBOR ON THE BAY AS DESC IN INST
#2013000247176 LOT 11
AS DESC IN INST #2013000247176
LOT 11



Lee County Property Appraiser

SA267 SAN CARLOS DRIVE DRAINAGE CURBING MSBU

STRAP	DOR Code	SA Units	CEUnits	Frontage	Depth	Unit Of Measure
13-46-23-01-00001.0310	01			0	0	LT
13-46-23-01-00001.0330	01			0	0	LT
13-46-23-01-00001.0340	01	403.53	0	0	0	LT
13-46-23-01-00001.034A	01	325.74	0	0	0	LT
13-46-23-01-00001.0350	01	1059.19	0	0	0	LT
13-46-23-01-00001.0370	01			0	0	LT
13-46-23-01-00001.0380	01	743.39	0	0	0	LT
13-46-23-01-00001.0390	01	0	0	0	0	LT
13-46-23-01-00003.0110	08	330.22	0	0	0	LT
13-46-23-01-00003.0120	08	446.78	0	7267	0	LT
13-46-23-01-00003.0130	08	456.56	0	0	0	LT
13-46-23-01-00003.0140	01	984.5	0	0	0	UT
13-46-23-01-00003.0150	08	495.4	0	0	0	LT
13-46-23-01-00004.0170	08			0	0	LT
13-46-23-01-00004.0180	01			0	0	LT
13-46-23-01-00004.0190	08	489.16	0	0	0	LT
13-46-23-01-00004.0200	08	537.07	0	0	0	LT
13-46-23-01-00004.0210	08	557.42	0	0	0	LT
13-46-23-01-00004.0220	08	377.68	0	0	0	LT
13-46-23-01-00004.026A	01	298.43	0	0	0	LT
24-46-23-01-00001.001A	88	2278.28	0	0	0	MS
24-46-23-01-00001.0030	01			0	0	LT
24-46-23-01-00001.0040	01	0	0	0	0	LT
24-46-23-01-00001.0050	01	350.25	0	0	0	LT
24-46-23-01-00001.0060	01	348.87	0	0	0	LT
24-46-23-01-00001.0070	01	488	0	0	0	LT
24-46-23-01-00001.0080	01			0	0	LT
24-46-23-01-00001.0090	00	611.93	0	0	0	LT
24-46-23-01-00001.0100	28	1000.16	0	0	0	SF
24-46-23-01-00001.0120	01			0	0	LT
24-46-23-01-00001.0130	01			0	0	LT
24-46-23-01-00001.0140	01	432.68	0	0	0	LT
24-46-23-01-00001.0150	08	1039.16	0	0	0	LT
24-46-23-01-00001.0170	08	0	0	0	0	LT
24-46-23-01-00001.0180	01	610.7	0	0	0	LT
24-46-23-01-00001.025A	01	0	0	0	0	LT
24-46-23-01-00001.025B	01	849.51	0	0	0	LT
24-46-23-01-00001.025C	01			0	0	LT
24-46-23-01-00001.025D	01	518.5	0	0	0	LT

24-46-23-01-00001.025E	08			0	0	LT
24-46-23-01-00001.025F	00			9936	0	LT
24-46-23-01-00001.025G	00			13160	0	LT
24-46-23-01-00001.0260	08	1614.77	0	0	0	LT
24-46-23-01-00001.0290	01	518.61	0	0	0	LT
24-46-23-01-00001.0300	00	622.16	0	0	0	LT
24-46-23-01-00002.0060	00	0	0	0	0	LT
24-46-23-01-00002.0070	01	0	0	0	0	LT
24-46-23-01-00002.0080	01	267.79	0	0	0	LT
24-46-23-01-00002.0090	08	440.18	0	0	0	LT
24-46-23-01-00002.0100	01	414.36	0	0	0	LT
24-46-23-01-00002.0110	01			0	0	LT
24-46-23-01-00002.0120	01	0	0	0	0	LT
24-46-23-01-00002.0130	01	433.37	0	0	0	LT
24-46-23-01-00002.0140	08			10871	0	UT
24-46-23-01-00003.0010	08			0	0	UT
24-46-23-01-00003.0020	01			0	0	UT
24-46-23-01-00003.0030	01			0	0	UT
24-46-23-01-00003.0050	08			0	0	UT
24-46-23-01-00003.0070	08			0	0	UT
24-46-23-01-00003.0080	01	524.05	0	0	0	UT
24-46-23-01-00003.0100	01	592.77	0	0	0	UT
24-46-23-01-00007.0020	48	4212.27	0	0	0	SF
24-46-23-01-00007.0080	01	621.73	0	0	0	LT
24-46-23-01-00007.0090	02	1727.99	0	0	0	UT
24-46-23-01-00007.0110	10	2122.05	0	0	0	SF
24-46-23-01-00007.0140	80			0	0	SF
24-46-23-10-00006.0000	20	1236.3	0	0	0	SF
24-46-23-43-00000.000A	S.	0				LT
24-46-23-43-00000.0010	00	0		0	0	UT
24-46-23-43-00000.0020	00	0		0	0	UT
24-46-23-43-00000.0030	00	375.4		0	0	UT
24-46-23-43-00000.0040	00	375.4		0	0	UT
24-46-23-43-00000.0050	00	0		0	0	UT
24-46-23-43-00000.0060	00	0		0	0	UT
24-46-23-43-00000.0070	00	0		0	0	UT
24-46-23-43-00000.0080	00	586.78		0	0	UT
24-46-23-43-00000.0090	00	586.78		0	0	UT
24-46-23-43-00000.0100	00	325.03		0	0	UT
24-46-23-43-00000.0110	00	325.03		0	0	UT
24-46-23-43-00000.0120	00	0		0	0	UT
24-46-23-43-00000.0130	00	0		0	0	UT
		33955.93		0		

Nanci L. Erp, C.F.E. • Administrator

Phone: (239) 533-6136 • Fax: (239) 533-6289 • eMail: ErpN@LeePA.org

Number of Units	Rate	Status	Owner	Site
1	1		SUNSET HOUSE 33931 LLC	938 SAN CARLOS DR
1	1		CONRAD RONALD J SR + SANDRA	936 SAN CARLOS DR
1	1		AHLEMEIER BARRY W	934 SAN CARLOS DR
1	1		AHLEMEIER BARRY W	934 SAN CARLOS DR
2	1		DOBROWOLSKI THERESE A +	932 SAN CARLOS DR
1	1		KOLAR T J AND ELEANOR	916 SAN CARLOS DR
1	1		VANSELOW SCOTT D + KATHRYN L	908 SAN CARLOS DR
1	1		BELL LARRY E + GAYLE	906 SAN CARLOS DR
1	1		NADEAU THOMAS R + DONNA M	945 SAN CARLOS DR
1	1		NECULA MONICA C	941 SAN CARLOS DR
1	1		SCHOTT TAUNA M	913/915 SAN CARLOS
1	1		VANSELOW SCOTT D + KATHRYN L	909 SAN CARLOS DR
1	1		KAKATSCH JOHN L + JEAN	914/916 NORTH ST
1	1		KOLAR THOMAS J + ELEANOR M	919 NORTH ST
1	1		WEST ANDREW P + KIM S	921 NORTH ST
1	1		VANSELOW SCOTT D + KATHRYN L	907 SAN CARLOS DR
1	1		VANSELOW SCOTT D + KATHRYN L	905 SAN CARLOS DR
1	1		VANSELOW SCOTT D + KATHRYN L	903 SAN CARLOS DR
1	1		PRIMICH THEODORE F + LINDA M	900 SAN CARLOS DR
1	1		RICE JEFFREY R TR	901 SAN CARLOS DR
2	1		UNITED STATES OF AMERICA	719 SAN CARLOS DR
1	1		GABRIEL WILLIAM H JR + THERESA	725 SAN CARLOS DR
1	1		KROHN MITCHELL TR	727 SAN CARLOS DR
1	1		DEHAYS JAMES H	743 SAN CARLOS DR
1	1		CARR MARY R	749 SAN CARLOS DR
1	1		MORRIS CAROL A + KENNETH J	753 SAN CARLOS DR
1	1		HASKINS RICHARD H TR	757 SAN CARLOS DR
1	1		HASKINS RICHARD H	761 SAN CARLOS DR
23692	1		SAN CARLOS LODGE INC	773 SAN CARLOS DR
1	1		KROHN MITCHELL W TR	777 SAN CARLOS DR
1	1		HARRISON THOMAS D PER REP	789 SAN CARLOS DR
1	1		JAMES CODY INVESTMENTS LLC	793 SAN CARLOS DR
2	1		WELLS FARGO BANK NA	801 SAN CARLOS DR
1	1		SHIRLEY DENNIS + CONNIE	805 SAN CARLOS DR
1	1		LEA R A + BARBARA K	807 SAN CARLOS DR
1	1		BARNIM BRUCE + SHEILA	845 SAN CARLOS DR
1	1		DUFFY KATHLEEN E	855 SAN CARLOS DR
1	1		JUVE ROBERT A +	857 SAN CARLOS DR
1	1		EYERS WILLIAM K + DANA S	859 SAN CARLOS DR

1	1	PRIMEAU NORMAN L TR	950 SAN CARLOS DR
1	1	PRIMEAU NORMAN L TR	863 SAN CARLOS DR
1	1	JUVE ROBERT A +	861 SAN CARLOS DR
3	1	ROBBINS RONALD W + MICHELLE A	948 SAN CARLOS DR
1	1	SOHNS ARNOLD E + JANET A	942 SAN CARLOS DR
1	1	FRANKE MARGOT TR	940 SAN CARLOS DR
1	1	RSW WATERFRONT LLC	836 SAN CARLOS DR
1	1	KROHN ENTERPRISES LLC	840 SAN CARLOS DR
1	1	ROSS LAWRENCE G + MARY J TR	844 SAN CARLOS DR
1	1	FOSTER DENNY + CAROL S	850/852 SAN CARLOS
1	1	KOLAR THOMAS	862 SAN CARLOS DR
1	1	WAGNER ROLF + ANN MARIE	864 SAN CARLOS DR
1	1	BLANCHARD LEROY E + SUSAN J	958 SAN CARLOS CT
1	1	HIGGS JAMES W + COLLEEN P	960 SAN CARLOS CT
1	1	GLODEN RAYMOND P	976 SAN CARLOS CT
1	1	PALUMBO MICHAEL J + LISA M	975 SAN CARLOS CT
1	1	DAVIDSEN HANS + ROSEMARY	965 SAN CARLOS CT
1	1	DOTSON SCOTT A III	961 SAN CARLOS CT
1	1	DAMICO STEVEN A + LISA M	957 SAN CARLOS CT
1	1	SLOAN KAREN H	955 SAN CARLOS DR
1	1	ZLOTNICK PAUL + ELLEN	949 SAN CARLOS DR
1	1	FARRELL PATRICK M + JEAN M	947 SAN CARLOS DR
100348	1	DIVERSIFIED YACHT SERVICES INC	751 FISHERMANS WH
1	1	BIANCHI SANDRA E	752 SAN CARLOS DR
21	1	BON AIR INVESTORS GROUP LLC	760 SAN CARLOS DR
52867	1	SAN CARLOS LODGE INC	790 SAN CARLOS DR
42505.7	1	LEE COUNTY	796 SAN CARLOS DR
17254	1	DIVERSIFIED YACHT SERVICES INC	703 FISHERMANS WH
13	1	HIDDEN HARBOR ON THE BAY	HDR: HIDDEN HARBOR
1	1	MARINELLO MARK	841 SAN CARLOS DR
1	1	RUFENACHT RICHARD F	835 SAN CARLOS DR
1	1	RSW WATERFRONT LLC	831 SAN CARLOS DR
1	1	RSW WATERFRONT LLC	825 SAN CARLOS DR
1	1	HENNESSEY JOHN M + CHRISTINE M	821 SAN CARLOS DR
1	1	POOLE RODNEY A + STACEY D	815 SAN CARLOS DR
1	1	RAL RESORT PROPERTY MANAGEMENT	811 SAN CARLOS DR
1	1	RSW WATERFRONT LLC	SAN CARLOS DR
1	1	RSW WATERFRONT LLC	SAN CARLOS DR
1	1	RSW WATERFRONT LLC	SAN CARLOS DR
1	1	RSW WATERFRONT LLC	SAN CARLOS DR
1	1	PROJECT SEABREEZE REALTY LLC	SAN CARLOS DR
1	1	RSW WATERFRONT LLC	SAN CARLOS DR

Report Date : 5/29/2015

Record Count : 81

Address	Legal Description	Just	Assessed
	SAN CARLOS ON THE GULF	\$509,999.00	\$509,999.00
FL 33034	SAN CARLOS ON THE GULF	\$597,703.00	\$597,703.00
FL 33034	SAN CARLOS ON THE GULF	\$453,301.00	\$406,212.00
FL 33034	SAN CARLOS ON THE GULF	\$421,500.00	\$414,257.00
A	SAN CARLOS ON THE GULF	\$477,915.00	\$477,915.00
FL 33034	SAN CARLOS ON THE GULF	\$461,897.00	\$425,224.00
FL 33034	SAN CARLOS ON THE GULF	\$546,421.00	\$449,895.00
FL 33034	SAN CARLOS ON THE GULF	\$847,767.00	\$554,321.00
FL 33034	SAN CARLOS ON THE GULF	\$442,487.00	\$360,710.00
1-2	SAN CARLOS ON THE GULF	\$260,088.00	\$260,088.00
DR	SAN CARLOS ON THE GULF	\$193,500.00	\$193,500.00
FL 33034	SAN CARLOS ON THE GULF	\$208,300.00	\$191,179.00
FL 33034	SAN CARLOS ON THE GULF	\$185,095.00	\$156,116.00
FL 33034	SAN CARLOS ON THE GULF	\$225,691.00	\$202,990.00
FL 33034	SAN CARLOS ON THE GULF	\$208,497.00	\$183,492.00
FL 33034	SAN CARLOS ON THE GULF	\$209,412.00	\$179,229.00
FL 33034	SAN CARLOS ON THE GULF	\$234,507.00	\$177,519.00
FL 33034	SAN CARLOS ON THE GULF	\$206,504.00	\$177,977.00
FL 33034	SAN CARLOS ON THE GULF	\$568,010.00	\$527,977.00
FL 33034	PARL IN S E 1/4 SEC 13	\$530,814.00	\$441,039.00
FL 33034	SAN CARLOS ON THE GULF	\$1,904,986.00	\$1,904,986.00
FL 33034	SAN CARLOS ON THE GULF	\$428,506.00	\$428,506.00
FL 33034	SAN CARLOS ON THE GULF	\$852,740.00	\$822,607.00
FL 33034	SAN CARLOS ON THE GULF	\$386,703.00	\$348,251.00
FL 33034	SAN CARLOS ON THE GULF	\$399,273.00	\$225,662.00
FL 33034	SAN CARLOS ON THE GULF	\$980,201.00	\$980,201.00
FL 33034	SAN CARLOS ON THE GULF	\$624,687.00	\$584,536.00
FL 33034	SAN CARLOS ON THE GULF	\$350,000.00	\$310,640.00
FL 33034	SAN CARLOS ON THE GULF	\$235,445.00	\$235,445.00
FL 33034	SAN CARLOS ON THE GULF	\$581,997.00	\$515,409.00
FL 33034	SAN CARLOS ON THE GULF	\$570,509.00	\$377,557.00
FL 33034	SAN CARLOS ON THE GULF	\$466,995.00	\$466,995.00
FL 33034	SAN CARLOS ON THE GULF	\$887,771.00	\$887,771.00
FL 33034	SAN CARLOS ON THE GULF	\$475,298.00	\$475,298.00
FL 33034	SAN CARLOS ON THE GULF BLK	\$606,910.00	\$315,956.00
FL 33034	SAN CARLOS ON THE GULF	\$725,387.00	\$705,673.00
FL 33034	SAN CARLOS ON THE GULF	\$772,917.00	\$772,917.00
FL 33034	SAN CARLOS ON THE GULF	\$1,295,148.00	\$1,295,148.00
FL 33034	SAN CARLOS ON THE GULF	\$594,191.00	\$594,191.00

	SAN CARLOS ON THE GULF	\$936,918.00	\$748,029.00
FL 33034	SAN CARLOS ON THE GULF	\$70,400.00	\$70,400.00
FL 33034	SAN CARLOS ON THE GULF	\$70,400.00	\$70,400.00
FL 33034	SAN CARLOS ON THE GULF	\$1,039,343.00	\$997,687.00
FL 33034	SAN CARLOS ON THE GULF	\$354,101.00	\$354,101.00
FL 33034	SAN CARLOS ON THE GULF	\$350,000.00	\$316,250.00
FL 33034	SAN CARLOS ON THE GULF	\$71,200.00	\$71,200.00
FL 33034	SAN CARLOS ON THE GULF	\$168,004.00	\$160,819.00
FL 33034	SAN CARLOS ON THE GULF	\$164,501.00	\$148,500.00
DR	SAN CARLOS ON THE GULF	\$222,499.00	\$221,318.00
FL 33034	SAN CARLOS ON THE GULF	\$197,023.00	\$197,023.00
FL 33034	SAN CARLOS ON THE GULF	\$258,289.00	\$244,731.00
FL 33034	SAN CARLOS ON THE GULF	\$180,502.00	\$180,502.00
FL 33034	SAN CARLOS ON THE GULF	\$251,001.00	\$222,491.00
FL 33034	SAN CARLOS ON THE GULF	\$172,799.00	\$162,107.00
FL 33034	SAN CARLOS ON THE GULF	\$206,207.00	\$206,207.00
FL 33034	SAN CARLOS ON THE GULF	\$220,688.00	\$220,688.00
FL 33034	SAN CARLOS ON THE GULF	\$253,506.00	\$137,332.00
FL 33034	SAN CARLOS ON THE GULF	\$189,405.00	\$164,000.00
FL 33034	SAN CARLOS ON THE GULF	\$166,704.00	\$115,175.00
FL 33034	SAN CARLOS ON THE GULF	\$157,298.00	\$82,627.00
FL 33034	SAN CARLOS ON THE GULF	\$217,995.00	\$117,932.00
IARF	SAN CARLOS ON THE GULF	\$4,029,587.00	\$3,351,265.00
FL 33034	SAN CARLOS ON THE GULF	\$171,202.00	\$98,273.00
FL 33034	SAN CARLOS ON THE GULF	\$488,411.00	\$488,411.00
FL 33034	SAN CARLOS ON THE GULF	\$386,257.00	\$386,257.00
FL 33034	SAN CARLOS ON THE GULF	\$479,086.00	\$479,086.00
IARF	SAN CARLOS ON GULF RESUB	\$932,242.00	\$775,296.00
DR ON THE BAY	REPLAT OF LTS 19 - 24 BLK 1 + LTS 1 -5 + 21 -	\$0.00	\$0.00
FL 33034	HIDDEN HARBOR ON THE BAY	\$441,507.00	\$441,507.00
FL 33034	HIDDEN HARBOR ON THE BAY	\$300,000.00	\$300,000.00
FL 33034	HIDDEN HARBOR ON THE BAY	\$300,000.00	\$300,000.00
FL 33034	HIDDEN HARBOR ON THE BAY	\$300,000.00	\$300,000.00
FL 33034	HIDDEN HARBOR ON THE BAY	\$300,000.00	\$300,000.00
FL 33034	HIDDEN HARBOR ON THE BAY	\$315,017.00	\$315,017.00
FL 33034	HIDDEN HARBOR ON THE BAY	\$318,910.00	\$318,910.00
FL 33034	HIDDEN HARBOR ON THE BAY AS DESC IN	\$70,400.00	\$70,400.00
FL 33034	HIDDEN HARBOR ON THE BAY AS DESC IN	\$71,200.00	\$71,200.00
FL 33034	HIDDEN HARBOR ON THE BAY AS DESC IN	\$71,200.00	\$71,200.00
FL 33034	HIDDEN HARBOR ON THE BAY AS DESC IN	\$71,200.00	\$71,200.00
FL 33034	HIDDEN HARBOR ON THE BAY AS DESC IN	\$79,200.00	\$79,200.00
FL 33034	HIDDEN HARBOR ON THE BAY AS DESC IN	\$79,200.00	\$79,200.00

Taxable	Folio	SA ID
\$509,999	10124065	267
\$597,703	10124066	267
\$356,212	10124067	267
\$414,257	10498684	267
\$427,915	10124068	267
\$375,224	10124069	267
\$399,895	10124070	267
\$504,321	10124071	267
\$360,710	10124072	267
\$260,088	10124073	267
\$193,500	10124074	267
\$191,179	10124075	267
\$156,116	10124076	267
\$202,990	10124090	267
\$133,492	10124091	267
\$179,229	10124092	267
\$177,519	10124093	267
\$177,977	10124094	267
\$477,977	10124095	267
\$391,039	10124097	267
\$0	10126756	267
\$428,506	10126759	267
\$772,607	10126760	267
\$298,251	10126761	267
\$125,662	10126762	267
\$930,201	10126763	267
\$584,536	10126764	267
\$310,640	10126765	267
\$235,445	10126766	267
\$465,409	10126767	267
\$327,057	10126768	267
\$466,995	10126769	267
\$887,771	10126770	267
\$475,298	10126771	267
\$265,956	10126772	267
\$705,673	10126777	267
\$772,917	10126778	267
\$1,245,148	10126779	267
\$594,191	10126780	267

\$697,529	10126781	267
\$70,400	10126782	267
\$70,400	10126783	267
\$947,687	10126784	267
\$354,101	10126786	267
\$316,250	10126787	267
\$71,200	10126792	267
\$160,819	10126793	267
\$98,500	10126794	267
\$221,318	10126795	267
\$197,023	10126796	267
\$194,731	10126797	267
\$180,502	10126798	267
\$172,491	10126799	267
\$162,107	10126800	267
\$206,207	10126808	267
\$220,688	10126809	267
\$87,332	10126810	267
\$164,000	10126811	267
\$65,175	10126812	267
\$32,627	10126813	267
\$67,932	10126814	267
\$3,351,265	10126838	267
\$48,273	10126842	267
\$488,411	10126843	267
\$386,257	10126845	267
\$0	10126846	267
\$775,296	10126878	267
\$0	10563079	267
\$441,507	10563340	267
\$300,000	10563341	267
\$300,000	10563342	267
\$300,000	10563343	267
\$300,000	10563344	267
\$315,017	10563345	267
\$318,910	10563346	267
\$70,400	10563347	267
\$71,200	10563348	267
\$71,200	10563349	267
\$71,200	10563350	267
\$79,200	10563351	267
\$79,200	10563352	267

SA250 WESTERN ACRES IMP UNIT MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
09-43-24-00-00005.0010	\$ 2,152.07	1	19080 N TAMIAMI TRL/19084 N TAMIAMI TRL NORTH FORT MYERS, FL 33903	PARL IN SE 1/4 DESC IN OR 1175 PG 0930 LESS PARL 5.002 + 5.003
09-43-24-00-00005.0020	\$ 1,028.90	1	2760 WESTERN ACRES RD NORTH FORT MYERS, FL 33917	PARL IN S 1/2 OF SE 1/4 DESC IN OR 1702 PG 1696
09-43-24-01-00001.0000	\$ 1,024.63	1	2901 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 1 W 1/2
09-43-24-01-00002.0000	\$ 1,990.33	1	2951 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 2
09-43-24-01-00003.0000	\$ 1,099.48	1	2991 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNREC OR 596 PG 573 LOT 3 LESS W 148 FT + LESS E 188 FT
09-43-24-01-00003.0010	\$ 626.82	1	2971 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNREC OR 596 PG 573 W 148 FT OF LT 3
09-43-24-01-00022.0010	\$ 2,065.23	1	2990 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 22
09-43-24-01-00023.0000	\$ 798.29	1	2950 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 W 1/2 OF LOT 23
09-43-24-01-00023.0010	\$ 1,044.60	1	2970 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNREC OR 596 PG 573 E 1/2 LOT 23 OR2568/1327
09-43-24-01-00024.0000	\$ 1,835.61	1	2900 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 N1/2 LOT 24
09-43-24-01-00024.0010	\$ 1,034.61	1	2890 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNREC OR 596 PG 573 S1/2 LOT 24
09-43-24-01-00025.0000	\$ 2,115.16	1	2951 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 25
09-43-24-01-00026.0000	\$ 2,107.17	1	2991 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNREC OR 596 PG 573 LOT 26

09-43-24-01-00046.0010	\$ 2,572.55	1	2930 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNREC OR 596 PG 573 LOT 46
10-43-24-01-00004.0000	\$ 1,274.12	1	3011 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 3 LESS W 148 FT + E 188 FT OF LOT 3
10-43-24-01-00004.0010	\$ 813.07	1	3041 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNREC OR 595 PG 573 PT LT 4 AS DESC IN OR 1287 PG 1771
10-43-24-01-00009.0000	\$ 2,097.18	1	3431 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 9
10-43-24-01-00010.0000	\$ 2,069.23	1	3511 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 10
10-43-24-01-00011.0000	\$ 632.28	1	3591 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 11 E 186.8 FT
10-43-24-01-00011.0010	\$ 1,240.69	1	3551 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LT 11 LESS E 186.8 FT
10-43-24-01-00012.0000	\$ 2,118.11	1	3677 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 12
10-43-24-01-00015.0000	\$ 2,049.26	1	3510 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 15
10-43-24-01-00016.0000	\$ 886.07	1	3430 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 16 LESS W 186.8 FT+ E 93.4 FT
10-43-24-01-00016.0010	\$ 618.55	1	3410 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNREC OR 596 PG 573 N 233.5 FT OF THE W 186.8 FT OF LOT 16 BEG NW COR SD
10-43-24-01-00016.0030	\$ 417.79	1	3450 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNRECORDED OR 596 P 573 E 93 4/10 FT LOT 16
10-43-24-01-00017.0000	\$ 2,079.21	1	3340 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 17
10-43-24-01-00018.0000	\$ 2,063.24	1	3260 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 18

10-43-24-01-00019.0000	\$ 1,662.25	1	3180 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 19
10-43-24-01-00021.0000	\$ 2,103.18	1	3010 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 21
10-43-24-01-00027.0000	\$ 2,143.12	1	3011 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 27
10-43-24-01-00030.0000	\$ 2,055.25	1	3261 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 30
10-43-24-01-00031.0000	\$ 2,073.22	1	3341 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES U/R OR 596 PG 573 LOT 31
10-43-24-01-00032.0000	\$ 2,085.20	1	3431 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 32
10-43-24-01-00033.0000	\$ 2,035.28	1	3511 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 33
10-43-24-01-00034.0000	\$ 1,026.06	1	3591 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 34 W 1/2
10-43-24-01-00034.0010	\$ 1,031.27	1	3641 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNREC OR 596 PG 573 LOT 34 E 1/2
10-43-24-01-00035.0000	\$ 2,039.27	1	3681 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 35
10-43-24-01-00036.0000	\$ 1,652.80	1	3682 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 36
10-43-24-01-00039.0000	\$ 1,706.68	1	3430 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 39
10-43-24-01-00041.0000	\$ 1,933.67	1	3260 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 41
10-43-24-01-00042.0000	\$ 1,920.46	1	3180 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 42

10-43-24-01-00043.0000	\$ 1,966.70	1	3090 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 43
10-43-24-01-00044.0000	\$ 1,953.39	1	3010 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES UNR OR 596 PG 573 LOT 44
10-43-24-02-00047.0000	\$ 2,059.24	1	3801 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 LOT 47
10-43-24-02-00056.0000	\$ 1,184.12	1	3900 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 LOT 56 LESS E 186.8 FT
10-43-24-02-00059.0000	\$ 1,573.78	1	3901 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 LOT 59
10-43-24-02-00068.0000	\$ 2,134.27	1	3900 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 LOT 68
10-43-24-02-00069.0000	\$ 2,087.21	1	3800 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 LOT 69
11-43-24-02-00049.0000	\$ 1,034.61	1	4001 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 W 1/2 OF LOT 49
11-43-24-02-00049.0010	\$ 1,032.62	1	4051 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 E 1/2 OF LOT 49
11-43-24-02-00050.0000	\$ 2,371.03	1	4101 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 LOT 50
11-43-24-02-00051.0000	\$ 2,002.69	1	4301 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 LOT 51
11-43-24-02-00052.0000	\$ 1,990.70	1	4300 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 LOT 52
11-43-24-02-00053.0000	\$ 649.03	1	CORNER LOT NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 POR OF LOT 53 + LESS PAR 53.001
11-43-24-02-00054.0000	\$ 2,055.25	1	4100 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 LOT 54
11-43-24-02-00055.0000	\$ 2,051.25	1	4000 NORTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 LOT 55

11-43-24-02-00060.0000	\$ 2,051.25	1	4001 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 LOT 60
11-43-24-02-00061.0000	\$ 969.67	1	4151 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 E 233.5 FT OF LOT 61
11-43-24-02-00061.0010	\$ 821.57	1	4101 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 W 250 FT OF LOT 61
11-43-24-02-00062.0000	\$ 991.26	1	4201 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 PT OF LT 62 LESS PAR 53.0010
11-43-24-02-00063.0000	\$ 2,082.47	1	4301 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 LOT 63
11-43-24-02-00064.0000	\$ 2,079.27	1	4300 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 LOT 64
11-43-24-02-00065.0000	\$ 1,616.02	1	4200 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 LOT 65
11-43-24-02-00066.0000	\$ 2,097.18	1	4100 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 LOT 66
11-43-24-02-00067.0000	\$ 2,073.22	1	4000 SOUTH RD NORTH FORT MYERS, FL 33917	WESTERN ACRES 1ST ADDN OR 767 PG 161 LOT 67
	\$ 106,249.76			

SA151 WHISKEY CREEK CANAL MSBU ASSESSMENT ROLL

STRAP	SA Units	Rate	Site Address	Legal Description
10-45-24-04-00000.0010	\$ 1,190.55	1	1301 LONGWOOD DR FORT MYERS, FL 33919	WHISKEY CRK SUBD PB 9 PG 67 LOTS 1 + 2
10-45-24-04-00000.0090	\$ 628.81	1	1335 LONGWOOD DR FORT MYERS, FL 33919	WHISKEY CREEK SUBD PB 9 PG 67 LOT 9
10-45-24-04-00000.0140	\$ 586.05	1	11030 MCGREGOR BLVD FORT MYERS, FL 33919	WHISKEY CREEK SUBD PB 9 PG 67 LOT 14
10-45-24-04-00000.0160	\$ 595.14	1	1030 AQUA LN FORT MYERS, FL 33919	WHISKEY CREEK SUBD PB 9 PG 67 LOT 16
10-45-24-04-00000.0240	\$ 595.28	1	1010 AQUA LN FORT MYERS, FL 33919	WHISKEY CREEK SUBD PB 9 PG 67 LOT 24
10-45-24-04-00000.0250	\$ 595.28	1	1000 AQUA LN FORT MYERS, FL 33919	WHISKEY CREEK SUBD PB 9 PG 67 LOT 25
10-45-24-04-00000.0300	\$ 1,190.55	1	6812 AZALEA LN FORT MYERS, FL 33919	WHISKEY CREEK SUBD PB 9 PG 67 LOTS 30 + 31
10-45-24-04-00000.0340	\$ 628.67	1	970 AQUA LN FORT MYERS, FL 33919	WHISKEY CREEK SUBD. PB 9 PG 67 LOT 34
10-45-24-04-00000.0360	\$ 595.14	1	940 AQUA LN FORT MYERS, FL 33919	WHISKEY CREEK SUBD. PB 9 PG 67 LOT 36 + OR 2578/2299
	\$ 6,605.47			

**LEE COUNTY
NOTICE OF INTENT TO ENACT A
COUNTY RESOLUTION**

On Tuesday, August 18, 2015, at 9:30 a.m. in the County Commissioners' Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, the Board of County Commissioners of Lee County, Florida, (the Board) will consider the enactment of a County Resolution pursuant to Chapter 125, Florida Statutes. The title of the proposed Resolution is as follows:

CERTIFICATION OF ANCHORAGE WAY MUNICIPAL SERVICE BENEFIT UNIT (MSBU); CHERRY BLUEBERRY SPECIAL IMPROVEMENT UNIT (SIU); CHERRY ESTATES OPERATION AND MAINTENANCE (O&M); COUNTRY ESTATES STREETLIGHTING DISTRICT (SLD); COUNTRY LAKES SLD; DEWBERRY LANE SIU; GASPARILLA ISLAND SIU; GOLDEN LAKE HEIGHTS SLD; OLD PELICAN BAY O&M; PINE LAKE SLD; RIVER FOREST STREETLIGHT UNIT O&M; SHELTERING PINES MOBILE HOME VILLAGE SIU; UNIVERSITY OVERLAY LANDSCAPING O&M; AIRPORT WOODS SEWER MSBU; BAL ISLE SEWER MSBU; BRIARCREST SEWER MSBU; CHARLEE ROAD MSBU; COTTAGE POINT WATER MSBU; COUNTRY TRIPLE CROWN WATER MSBU; DIPLOMAT PARKWAY MSBU; EMILY LANE WATER SEWER MSBU; HARBOR DRIVE ROAD PAVING MSBU; IONA SHORES MSBU; MCGREGOR ISLES CANAL CHANNEL DREDGING MSBU; MCGREGOR VILLAGE SEWER MSBU; OLD PELICAN BAY CHANNEL DREDGE MSBU; PINE ISLAND SHORE DREDGING MSBU; PINECREST RIVERVIEW ROAD MSBU; PORT CARLOS COVE CHANNEL DREDGING MSBU; RAINBOW FARMS MSBU; SAN CARLOS ISLAND DRAINAGE MSBU; SOUTH PEBBLE BROKEN ARROW ROAD MSBU; WESTERN ACRES ROAD PAVING MSBU; WHISKEY CREEK CANAL MSBU; AND CHERRY ESTATES PARKWAY ROAD IMPROVEMENT MSBU ASSESSMENT ROLLS FOR 2015-2016 COLLECTION BY THE LEE COUNTY TAX COLLECTOR PURSUANT TO THE UNIFORM METHOD OF COLLECTION FOR NON-AD VALOREM SPECIAL ASSESSMENTS UNDER SECTION 197.3632, FLORIDA STATUTES.

This Notice and the proposed Resolution are on file in the Office of the Clerk of Circuit Court of Lee County, Florida, Minutes Department and the Office of Public Resources, located in the Administration Building, 2115 Second Street, Fort Myers, Florida.

The Board will meet and receive the objections in writing of all interested persons at the public hearing. The special assessments made as a result of the confirmation of the preliminary assessment roll will be final and conclusive as to each lot or parcel assessed unless proper steps have been initiated within 20 days in a court of competent jurisdiction to secure relief.

Interested parties may appear at the meeting and be heard with respect to the proposed Resolutions.

The Resolution shall take effect immediately upon its adoption by the Board.

A verbatim record of the proceeding will be necessary to appeal a decision made at this hearing. Contact the Lee County Office of Public Resources at 239-533-2737 for further information on obtaining a record.

If you have a disability that will require special assistance or accommodations for attendance at the public hearing, please call the Office of Public Resources for information.

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

APPROVED AS TO FORM FOR THE RELIANCE
OF LEE COUNTY ONLY:

By: _____
Linda Doggett, Ex-Officio Clerk to
the Board of County Commissioners
of Lee County, Florida

By: _____
Office of the County Attorney

THE 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 **Shari Terrell** 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

DISPLAY

In the matter of:

NOI-RES; FY 15-16 MSBU ASSESS

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

July 22, 2015

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.

Shari Terrell

Sworn to and subscribed before me this 22nd day of July, 2015.

by **Shari Terrell**

personally known to me or who has produced

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

Notary Public

Jessica Hanft

Print Name: **Jessica Hanft**

My commission Expires: **February 12, 2017**



Lee County
Southwest Florida

**LEE COUNTY
NOTICE OF INTENT TO
ENACT A COUNTY RESOLUTION**

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This Notice and the proposed Resolution are on file in the Office of the Clerk of Circuit Court of Lee County, Florida, Minutes Department and the County Administration office, located in the Administration Building, 2115 Second Street, Fort Myers, Florida.

The Board will meet and receive the objections in writing of all interested persons at the public hearing. The special assessments made as a result of the confirmation of the preliminary assessment roll will be final and conclusive as to each lot or parcel assessed unless proper steps have been initiated within 20 days in a court of competent jurisdiction to secure relief.

Interested parties may appear at the meeting and be heard with respect to the proposed Resolutions.

The Resolution shall take effect immediately upon its adoption by the Board.

A verbatim record of the proceeding will be necessary to appeal a decision made at this hearing. Contact Lee County Administration at 239-533-2221 for further information on obtaining a record.

If you have a disability that will require special assistance or accommodations for attendance at the public hearing, please call the County Administration office for information.

P.O. Weston Ref #D072215-73



CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of _____, located in _____ County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the _____ day of _____, _____ year.

Chairman of the Board or authorized agent
of _____
Name of local government

County, Florida

Blue Sheet No. 20150477	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Walk-on 1
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TITLE:
Schedule attorney/client session to discuss settlement negotiations related to Archer Western Contractors, LLC, v. Lee County, E.C. Driver & Associates, Inc., URS Corp., and James M. Phillips, III, P.E.

ACTION REQUESTED:
Schedule an attorney/client session for the purpose of discussing settlement negotiations or strategy sessions related to litigation expenditures.

The following individuals will be in attendance at this Attorney-Client Executive Session:

County Commissioners: John E. Manning
 Cecil L Pendergrass
 Larry Kiker
 Brian Hamman
 Fank Mann

Attorneys: Richard Wm. Wesch
 Andrea R. Fraser
 George Knott

County Manager: Roger Desjarlais

The Closed Session of the meeting will be transcribed by Angela Klein of the court reporting firm of Fort Myers Court Reporting.

FUNDING:
No funding required.

N/A

N/A

WHAT ACTION ACCOMPLISHES:
Provides for an attorney/client session to discuss settlement negotiations or strategy sessions related to litigation expenditures in the case of Archer Western Contractors LLC v. Lee County, E.C. Driver & Associates. The opening of the public meeting will convene in the County Commission Chambers, and will adjourn to a closed session in the Lee Room. Upon conclusion of the closed session, the public meeting will reconvene in the County Commission Chambers.

MANAGEMENT RECOMMENDATION:
Schedule an attorney/client session for 10:30 a.m. on August 25, 2015.

Requirement/Purpose: (specify)	Request Initiated
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Required Review:					
Andrea R. Fraser	Anne Henkel	Peter Winton	Peter Winton		
COUNTY ATTORNEY	Budget Analyst	Budget Services	County Manager		

<input checked="" type="checkbox"/> Statute	286.011(8)	Commissioner:	
<input type="checkbox"/> Ordinance		Department:	COUNTY ATTORNEY
<input type="checkbox"/> Admin Code		Division:	No Divisions
<input type="checkbox"/> Other		By:	Andrea R. Fraser

Background:

Through outside counsel, George Knott, Lee County is actively defending Lee County against Archer Western Contractors, LLC over the payment for construction of the Matlacha Bridge. The County Attorney's Office would like to discuss settlement negotiations or strategy related to litigation expenditures in the Archer Western Contractors, LLC case with the Board of County Commissioners, as well as global settlement negotiations or strategy related to litigation expenditures.

MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY

DATE: August 13, 2015

To: Board of County Commissioners

FROM:


Andrea R. Fraser
Deputy County Attorney

RE: **County Attorney Item for August 18, 2015, Board Meeting**

As a County Attorney item at your regularly scheduled meeting of Tuesday, August 18, 2015, the scheduling of an *Attorney-Client Executive Session* will be requested relating to *Archer Western Contractors, LLC, v. Lee County, E.C. Driver & Associates, Inc., URS Corp., and James M. Phillips, III, P.E.*, Case No. 2:14-CV-469-FtM-38CM, United States District Court.

Consistent with Section 286.011(8), Florida Statutes, the meeting is for the purpose of settlement discussions. The proposed Session is scheduled for **Tuesday, August 25, 2015, at 10:30 a.m.**, opening in Chambers, convening in the Lee Room, and adjourning in Chambers.

The following individuals will be in attendance at this *Attorney-Client Executive Session*:

<u>County Commissioners:</u>	John E. Manning Cecil L Pendergrass Larry Kiker Brian Hamman Frank Mann
<u>Attorneys:</u>	Richard Wm. Wesch Andrea R. Fraser George Knott
<u>County Manager:</u>	Roger Desjarlais

The Closed Session of the meeting will be transcribed by Angela Klein or other representative of the court reporting firm of Fort Myers Court Reporting.

ARF:tlb

Via E-Mail Only:

Roger Desjarlais, County Manager
Eileen Gabrick, Minutes Office Manager, Lee County Clerk of Courts
Kim Rasner, Administrative Specialist

Blue Sheet No. 20150436	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Walk-on 2
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TITLE:
Approve Lease Agreement with New Solutions, Ltd. for the temporary Lee Tran Fort Myers Beach Park and Ride site.

ACTION REQUESTED:
Approve Lease Agreement with New Solutions, Ltd. for the temporary Lee Tran Fort Myers Beach Park and Ride site at 11390 Summerlin Square Drive, Fort Myers Beach, with a term from September 1, 2015 through April 30, 2017 (20 months), and a lease rate of \$5,250 per month plus \$125 for electricity cost to light parking area. Lessor pays for real estate taxes, insurance and general maintenance.

FUNDING:
Enterprise Fund - Transit Operating Fund for Land, Building and Parking Leases

Description of ongoing (future year) budget implications, total project cost at completion and/or other relevant financial information. The lease amount is budgeted in FY16 and will terminate upon completion of the permanent facility.

Enterprise Fund- Transit Operating, Fixed Route, Land, Building & Parking Lease KI5440148600.504411

WHAT ACTION ACCOMPLISHES:
Entering into this lease will provide Lee Tran with a temporary Fort Myers Beach Park & Ride site until the expected completion time of its permanent Park and Ride facility at 11101 Summerlin Square Drive.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute Chapter 125 FS	Commissioner:
<input type="checkbox"/> Ordinance	Department: COUNTY LANDS
<input type="checkbox"/> Admin Code	Division: No Divisions
<input type="checkbox"/> Other	By: Karen Wells

Background:
In April 2015, Lee County closed on a 5.5 acre parcel of land for the future Fort Myers Beach Park and Ride facility. Lee Tran is working on the development of the facility and it is expected to be completed by April 2017. As such, a temporary park and ride site is needed to accommodate the park and ride operation until the facility is completed.

Around September 2014, Lee Tran lost its long term beach park and ride arrangement at the former Winn-Dixie site (now Wal-Mart site under construction) across from the subject lease property. The beach park and ride operation stopped for a period of time, however, demand for the service warranted its continuation and the County was successful in entering into a short-term lease on January 21, 2015. This current temporary lease may be terminated upon 30 days notice provided by the Lessor. Therefore, if the subject property is sold (or for any other reason), Lee Tran's lease arrangement could be terminated and the County would then will be left without a temporary parking facility. To avoid any potential risk of losing this site, staff is recommending the County enter into a longer term lease arrangement to secure the parking area until the permanent facility is completed.

Required Review:					
Karen Wells	Anne Henkel	Peter Winton	John J. Fredyma	Steve Myers	Peter Winton
COUNTY LANDS	Budget Analyst	Budget Services	County Attorney	TRANSIT	County Manager

Staff has researched the general area for all potential locations which could accommodate the park and ride service considering their proximity to the service area and operation being legally permissible. The subject lease area is within same area as the previous long term park and ride operation and is legally permissible, so users are familiar with its location and it is very close to the future permanent facility which is on the same road about ¼ mile to its east.

The proposed lease area has +/- 85 parking spaces. The site is improved with a +/- 6,750 square foot office building. This building will not be used by the County as part of the park and ride operation and would not be leased to another entity for business operations because it would not provide applicable parking.

An owner of a vacant site near this lease area is requiring \$4,000 per month in rent. Also, the site would require \$60,000 - \$80,000 in site improvements to handle bus traffic, a property owner's association approval and a zoning amendment to allow the use upon the site. The cost and time associated with this alternative is much greater than the proposed lease.

OPTION 1 – Approve proposed lease agreement for 20 months at \$5,250 per month, plus \$125 per month for the electrical cost to light parking area.

Advantage – By accepting this lease arrangement, the County secures a temporary park and ride area until the expected completion date of the permanent Fort Myers Beach Park and Ride facility.

Disadvantage – The cost is \$2,750 per month more than the existing month to month lease the County is currently under that may be terminated by a 30 day written notice.

OPTION 2 – Stay with the current month to month lease for the same property. This month to month lease rate is \$2,500 per month, plus \$125 per month for the power cost to light parking area.

Advantage – This existing arrangement is \$2,750 per month less than the proposed 20 month lease.

Disadvantage – This existing lease is subject to termination upon a 30 day written notice. The potential for termination of the lease increases with the pending completion of the Wal-Mart Store across from the subject providing more exposure/activity around the immediate area.

Negotiated for: Lee Tran

Interest to Acquire: Lease

Property Details:

Owner: New Solutions, Ltd., a Florida Limited Partnership

Address: 11390 Summerlin Square Drive, Fort Myers Beach

STRAP No.: 07-46-24-00-00004.1050

Attachments:

1. Lease Agreement
2. Location Map

LEASE AGREEMENT BETWEEN NEW SOLUTIONS. LTD.
AND LEE COUNTY, FLORIDA
FOR USE OF A LEETRAN PARK AND RIDE LOT

THIS LEASE AGREEMENT ("*Agreement*") is entered into this _____ day of _____, 2015, between **New Solutions, Ltd.**, a Florida Limited Partnership ("*Lessor*") and **Lee County, Florida**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("*Lessee*"), collectively referred to as the "*Parties*."

WITNESSETH:

That the Lessor, for and in consideration for the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in Lee County, Florida, as described as follows:

1. **USE:** Lessor hereby grants Lessee the exclusive use of the parking lot of the commercial zoned property located at 11390 Summerlin Square Drive, Fort Myers, Florida (11390 Summerlin Square Drive, Fort Myers Beach, Florida 33931), being more particularly described in attached Exhibit "A" ("*Property*"), to be used as a LeeTran Trolley Park & Ride and Bus Stop.
2. **TERM AND RENT:** This Agreement will commence on September 1, 2015 ("*Commencement Date*") and Lessee shall pay to Lessor as rent ("*Rent*") for the exclusive use of the "*Property*" the sum of Five Thousand, Two Hundred Fifty and no/100 Dollars (\$5,250.00) per month until April 30, 2017. The paid Rent shall be applied and satisfy the Rent for the Term stated above. Thereafter, any Rent due for the use of the Property shall be paid at the rate of Five Thousand Two Hundred Fifty and no/100 Dollars (\$5,250.00) per month, including during any holdover period as set forth below.
3. **PAYMENT:** The Rent shall be paid to the Lessor at:

9130 Corsea del Fontana Way, Naples, FL 34109

Rent shall be paid by Lessee to Lessor by Automated Clearing House (ACH) payment; or County check, if Lessor requests such change at a future date.

4. OBLIGATIONS:

A. LESSEE:

1. Lessee shall perform the following obligations and duties: (i) be responsible for trash pickup at the property, including the porch of the building; (ii) payment of electric power cost for parking area lighting and building exterior in the amount of \$125.00 per month; (iii) post informational signs; and (iv) may install a bus stop shelter and appurtenant improvements ("*Improvements*"). Notwithstanding the foregoing, the Lessee shall remove any of the Improvements installed by the Lessee upon the termination of this Agreement.
2. Lessee shall not allow people using the parking lot to use the porch of the building and Lessee shall be responsible for any damage caused to the porch of the building for Lee Tran patron's unauthorized use of the porch;

B. LESSOR: Lessor shall perform the following obligations and duties: (i) maintenance of grass, shrubs and trees on the property.

5. **OFFICE BUILDING ON THE SITE:** With the exception of the lighting control for the parking lot and electric circuits for the parking lot lighting, currently sourced from the office building on the site, the County will not be using the office building on the site. Additionally, the Lessee will otherwise have no responsibility to maintain the office building on the site, except for the building's porch as described in Paragraph 4 above.
6. **LESSOR'S EXPENSES AND COSTS:** Lessor is responsible for the payment of all fees and costs associated with the building on the subject property, together with the payment of all taxes for the subject property.
7. **INSURANCE: INDEMNITY:** Lee County is self-insured and agrees to indemnify Lessor for any damages as set forth herein. Lee County agrees to be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of Lee County while acting within the scope or the official's or employee's office or employment under circumstances under which a private person would be held liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in §768.28 Florida Statutes, as it may be amended or revised from time to time.

8. **AS IS:** Lessee acknowledges that the Property is "as-is", "where-is". Lessee shall obtain all permits and approvals required by any governmental agency in connection with Lessee's use of the Property and shall comply with all governmental codes, statutes, laws, rules and regulations. Lessee shall take good care of the Property and remove all trash and debris. Lessee shall surrender Property in good condition.

9. **ASSIGNMENT/SUBLETTING:** Lessee shall not assign or otherwise transfer its rights under this Agreement to any other party. Lessor may assign or otherwise transfer its rights under this agreement upon the sale and transfer of ownership. The new Lessor must fully complete and submit necessary documents, as required by law and County Policy, to receive lease payments. New Lessor may not refuse to submit required documents in order to void or terminate this Lease Agreement.

10. **HOLDOVER BY LESSEE:** If Lessee remains in possession of the Property with the written consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all terms and conditions hereof, but shall be terminable upon thirty (30) days written notice served by either party. If Lessee remains in possession of the Property after the term without Lessor's consent, then the same shall constitute a default hereunder and Lessor shall be entitled to any and all remedies hereunder, at law or in equity. The Lessee shall pay to the Lessor as Rent, during any holdover period, the sum of Five Thousand Two Hundred Fifty and no/100 Dollars (\$5,250.00) per month.

[End of provisions.]

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Agreement to be executed by their respective and duly authorized officers on the day and year first written above.

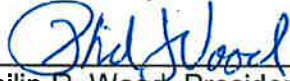
LESSOR:

New Solutions, Ltd.
A Florida Limited Partnership

By its General Partner
New Solutions GP, LLC
A Florida Limited Liability Company

By its Managing Members

John R. Wood, Inc.
A Florida Corporation

BY: 
Philip R. Wood, President

Davis Solutions, Inc.
A Florida Corporation

BY: 
Edgar E. Davis President


1st Witness Signature

Jill Trapasso
1st Witness Printed Name


2nd Witness Signature

Jane E. Miller
2nd Witness Printed Name


1st Witness Signature

Nancy R. Stempel
1st Witness Printed Name


2nd Witness Signature

Jane E. Miller
2nd Witness Printed Name

LESSEE

ATTEST:
Linda Doggett, Clerk

Lee County Board of
County Commissioners

Deputy Clerk

BY: _____
Signature

Printed Name
Chair/Vice Chair

Approved as to form for the
reliance of Lee County only

BY: _____
John J. Fredyma
Senior Assistant County Attorney
Lee County Attorney's Office

Attachment(s): Exhibit "A" – Legal description of the Property

EXHIBIT "A"

A parcel of land in the Northeast one-quarter of Section 7, Township 46 South, Range 24 East, Lee County, Florida, more particularly described as follows:

Commence at the Northwest corner of the Northeast one-quarter of Section 7, Township 46 South, Range 24 East; thence South $01^{\circ} 14' 32''$ East along the west line of said northeast one-quarter and along the centerline of San Carlos Boulevard (S.R. S-865A) for 225.00 feet to an intersection with the westerly extension of the south right of way line of County Road 869 South; thence North $89^{\circ} 02' 44''$ East along said South right of way line for 491.00 feet to the point of beginning of the herein described parcel of land; thence continue North $89^{\circ} 02' 44''$ East along said South right of way line for 235.00 feet; thence South $00^{\circ} 57' 16''$ East for a distance of 246.94 feet; thence South $89^{\circ} 02' 44''$ West for a distance of 235.00 feet; thence North $00^{\circ} 57' 16''$ West for a distance of 246.94 feet to the point of beginning.

Also known as address 11390 Summerlin Square Drive, Fort Myers Beach, Florida.

Lee County Property Appraiser STRAP No.: 07-46-24-00-00004.1050

Fort Myers Beach Temporary Park & Ride Site

SUBJECT

ZOOMERS



SUMMERLIN RD

SUMMERLIN RD

FRONTAGE RD

SUMMERLIN RD

SAFETY ST

SAFETY ST

SAFETY LN

SUMMERLIN SQUARE DR

SAN CARLOS BLVD

CHAR ANNY DR

SUMMER RIDGE LN

SAN CARLOS BLVD

HEBON DR

HIGH TIDE LN

BARRACUDA BEND

EGRET DR

SENECA TRL

PINE RIDGE RD

PINE RIDGE RD

BARRACUDA BEND

0 150 300 600 Feet

BAYSIDE LN

BAYSIDE LN

BAYSIDE BLVD

Aerials: Pictometry International, Jan-Feb 2015

Prepared by Lee County GIS for
Division of County Lands

7/20/2015

Blue Sheet No. 20150303	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Carry-over 1
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TITLE:
Commence negotiations for Parcel 536, Conservation 20/20 Program.

ACTION REQUESTED:
Authorize commencement of negotiations for Parcel 536 Conservation 20/20.

FUNDING:
No specific funding is required for this request.

Conservation 20/20 Acquisition Fund: 30103 Program: 20 CIP: Project: 8800

WHAT ACTION ACCOMPLISHES:
Implements the recommendation of the Conservation Land Acquisition and Stewardship Advisory Committee (CLASAC) for Staff to pursue the acquisition of Parcel 536, containing approximately 579 acres of environmentally sensitive land located between Corkscrew Road and Corkscrew Swamp Sanctuary two miles west of the county line - STRAP Numbers: 27-46-27- 00-00001.0010; -00002.0000; -00002.0010; -00100.0010; and 34-46-27-00-00001.0000. Seller's asking price is \$5,790,000 (\$10,000 per acre) which staff considers to be high. Seller indicates willingness to negotiate.

MANAGEMENT RECOMMENDATION:
At the will of the Board.

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input checked="" type="checkbox"/> Ordinance 13-09; 05-17 <input type="checkbox"/> Admin Code <input type="checkbox"/> Other	Commissioner: Department: COUNTY LANDS Division: No Divisions By: Karen Wells

Background:
The CLASAC recommends that Conservation 20/20 Nomination 536 be pursued for acquisition.

The asking price is \$5,790,000 (\$10,000 per acre). Staff considers the asking price to be high. Seller indicates willingness to negotiate. An independent fee appraisal will be obtained prior to commencing negotiations.

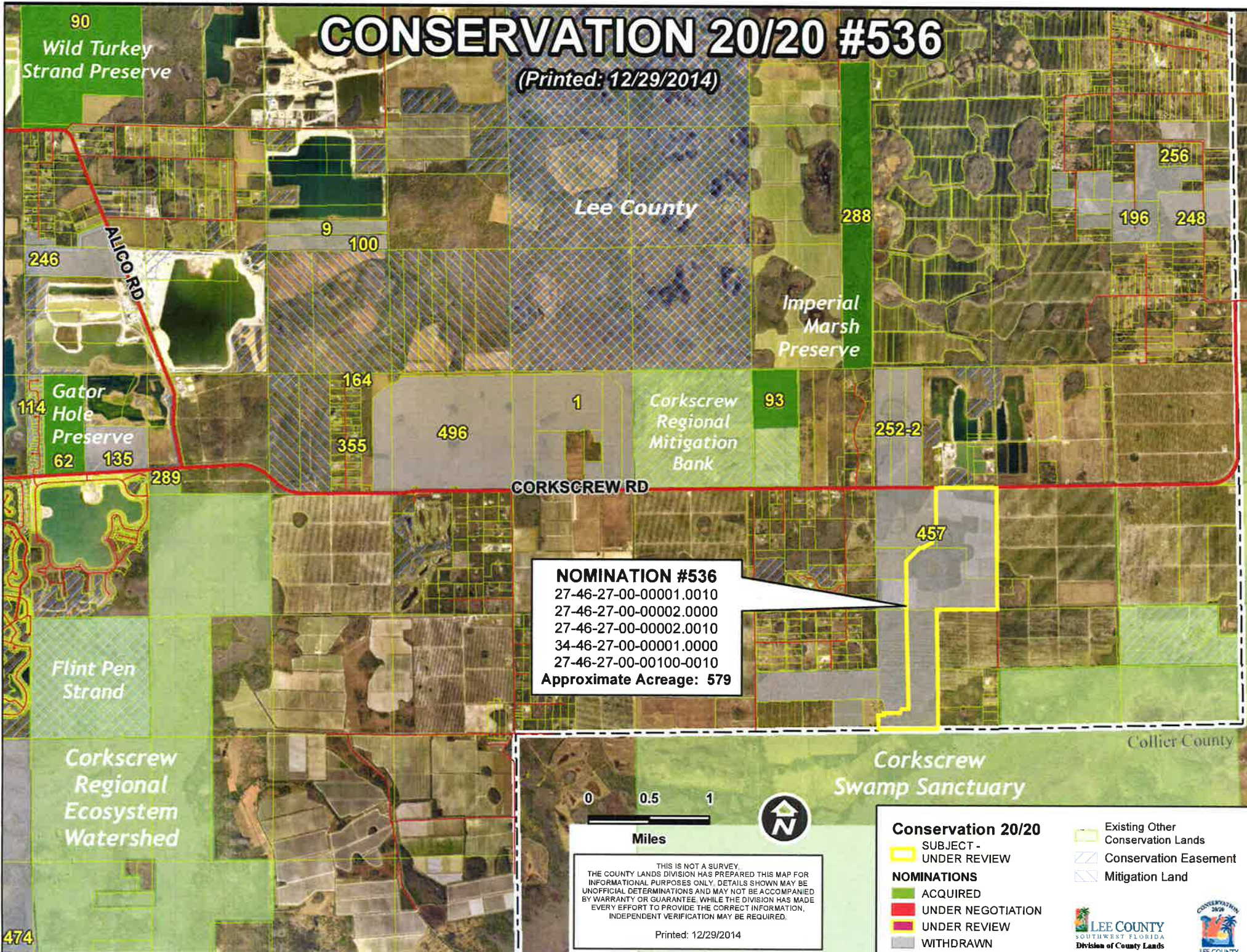
5-Year Sales History: None

Attachments:
1) location map
2) environmental attributes report

Required Review:					
Karen Wells	Lori Borman	John J. Fredyma	Peter Winton	Peter Winton	
COUNTY LANDS	Budget Analyst	County Attorney	Budget Services	County Manager	

CONSERVATION 20/20 #536

(Printed: 12/29/2014)



NOMINATION #536
 27-46-27-00-00001.0010
 27-46-27-00-00002.0000
 27-46-27-00-00002.0010
 34-46-27-00-00001.0000
 27-46-27-00-00100-0010
Approximate Acreage: 579

THIS IS NOT A SURVEY.
 THE COUNTY LANDS DIVISION HAS PREPARED THIS MAP FOR
 INFORMATIONAL PURPOSES ONLY. DETAILS SHOWN MAY BE
 UNOFFICIAL DETERMINATIONS AND MAY NOT BE ACCOMPANIED
 BY WARRANTY OR GUARANTEE. WHILE THE DIVISION HAS MADE
 EVERY EFFORT TO PROVIDE THE CORRECT INFORMATION,
 INDEPENDENT VERIFICATION MAY BE REQUIRED.

Printed: 12/29/2014

Conservation 20/20

- SUBJECT - UNDER REVIEW
- ACQUIRED
- UNDER NEGOTIATION
- UNDER REVIEW
- WITHDRAWN

- Existing Other Conservation Lands
- Conservation Easement
- Mitigation Land



**CONSERVATION 20/20 PROGRAM
SECONDARY REVIEW**

**CORKSCREW SWAMP SANCTUARY AREA
579 Acres**

NOMINATION #536

STRAP#s 27-46-27-00-00001.0010; -00002.0000; -00002.0010; -00100.0010; 34-46-27-00-00001.0000

CRITERIA		SCORE		COMMENTS
A. SIZE AND LOCATION				
1. Size of Property				
a.	≥ 500 acres	6	6	
b.	400 to < 500 acres	5		
c.	300 to <400 acres	4		
d.	200 to <300 acres	3		
e.	100 to <200 acres	2		
f.	50 to <100 acres	1		
g.	< 50 acres	0		579 acres
2. Contiguous to:				
a.	Coastal waters/other sovereignty submerged lands	4	0	
b.	Existing preserve area, c.e., wma or refuge	4	4	Corkscrew Swamp Sanctuary (Audubon) Preserve
c.	Preserve areas officially proposed for acquisition Within a mitigation area as depicted on the Master Mitigation Plan map	2	0	
3.		4	4	
B. HABITAT FOR PLANTS AND ANIMALS				
1. Native Plant Cover				
a.	≥ 75 % of the property has native plant cover	8		
b.	50% to < 75% has native plant cover	4		
c.	25% to <50% has native plant cover	2		
d.	< 25% has native plant cover	0	0	Mostly citrus groves and row crops
2.	Significant for wide-ranging species Panther Habitat, wetlands, ponds, grass lands, etc.	2	2	panther and bear habitat
3. Rare and Unique Uplands (Maximum 2 points)				
a.	Scrub, hammock, old growth pine	2		
b.	Mature, second growth pine flatwoods	1	1	
4. Diversity				
a.	5 or more FLUCFCS native plant community categories	2		
b.	3 or 4 FLUCFCS native plant community categories	1	1	Pine flatwoods, cypress, dome swamp, palm hammock
c.	2 or less FLUCFCS native plant community categories	0		

STRAP#s 27-46-27-00-00001.0010; -00002.0000; -00002.0010; -00100.0010; 34-46-27-00-00001.0000

C. SIGNIFICANCE FOR WATER RESOURCES				
1. Serves or can serve as flow-way				
	a.	Site contains a primary flow-way, creek, river, wetland corridor; large contributing watershed; possibly identified in the Lee County Surface Water Master Plan, South Lee County Study, or by staff	4	4
	b.	Site contains flow-way, through tributary, medium size watershed, or just a portion of system/one side of conveyance, may not be identified in study	3	
	c.	Same as b., smaller watershed, not as defined, disconnected	2	
	d.	Site conveys runoff, minimal area	1	
	e.	Site provides no conveyance of surface water	0	
	f.	Add 2 points if conveyance is natural (not man-made)	+2	0
Drainage is mostly via agricultural ditches				
2. Strategic to Flood Management				
	a.	Well defined flood-way within parcel, possibly identified in FEMA or other study, both sides of conveyance, large upstream area, protection from encroachment critical or known flooding history	4	4
	b.	Same as a., portion of floodway (one side) or within floodplain	3	
	c.	Medium size watershed, need for floodplain protection, possibly serves as an outfall for a road or development	2	
	d.	Small watershed, minimal flooding	1	
	e.	No significant flood issues	0	
3. Protect a water supply source.				
	a.	Parcel is within area designated high potential productivity of the Water Table, Sandstone or Tamiami Aquifer and also within area of current or proposed wellfield development	2	2
	b.	Not within above mentioned zones, but advantageous due to proximity to existing water supply facilities or identified as potential water storage area	1	
	c.	No recharge or potential water supply opportunities	0	
4. Offset Damage to or Enhance Water Quality.				
	a.	Presence of wetland, retention, or lake that is currently providing water quality benefits	2	2
	b.	Same as a., but achieved through some alterations to existing site or very limited in contributing watershed	1	
	c.	No existing or potential water quality benefits	0	

**CONSERVATION 20/20 PROGRAM
SECONDARY REVIEW**

**CORKSCREW SWAMP SANCTUARY AREA
579 Acres**

NOMINATION #536

STRAP#s 27-46-27-00-00001.0010; -00002.0000; -00002.0010; -00100.0010; 34-46-27-00-00001.0000

D. LAND MANAGEMENT/RECREATION/PLANNED LAND USE				
1.	Good Access for Public Use and Land Management			
	Parcel can be accessed from a freeway, expressway, arterial street, or major collector	3	3	
	Parcel can be accessed from a minor collector or local street	2		
	Parcel can be accessed from a privately-maintained road that is dedicated for public use	1		
	Parcel can only be accessed by a private road or does not have physical or legal access	0		Corkscrew Road
2.	Recreation/Eco-Tourism Potential			
	Score depends upon the variety or uniqueness of potential public uses. Examples of appropriate public uses include paddling sports, fishing, hiking, equestrian, mountain biking, photography, nature study, and environmental education about native plants and animals, eco-archaeological resources, land restoration, etc.	0-2	2	Once restored, the good access off of Corkscrew Road and proximity to Corkscrew Swamp Sanctuary makes this preserve a good candidate for nature based recreational amenities, such as trail systems.
3.	Land Manageability			
	75% or greater of the perimeter of site is surrounded by low impact land uses	3	3	
	50%-75% of the perimeter of site is surrounded by low impact land uses	2		
	25%-50% of the perimeter of site is surrounded by low impact land uses	1		
	Less than 25% of the perimeter of the site is surrounded by low impact land uses	0		
4.	Development Status (Maximum 4 points)			
a.	The Parcel is Approved for Development or is Exempt from Clearing Regulations	4	0	Ag. Exemption, but majority of native communities has been converted to agricultural uses
b.	The Parcel is Zoned for Intensive Use	2	0	Ag-2
c.	Future Land Use Map: Intensive Land Use Category	1	0	DR/GR
TOTAL POINTS			38	<i>Maximum Points = 60</i>
Staff Comments: The staff analysis is that the asking price of \$5,790,000 (\$10,000 per acre) is high.				
RECOMMENDATIONS				
9-Apr-15	Criteria and Ranking Subcommittee: Pursue for acquisition			
9-Apr-15	CLASAC: Pursue for acquisition.			

Blue Sheet No. 20150378	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 8/18/2015	Carry-over 2
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TITLE:
Approve 2014/2015 Historic Preservation Grant Assistance Program award agreements

ACTION REQUESTED:
Approve and execute Historic Preservation Grant Assistance Program award agreements totaling \$100,000.

FUNDING:
\$100,000; Unincorporated Area MSTU; Dollars for grant included in operating budget for FY14/15; Historic Preservation Grant Assistance Program

Community Development – Planning - Unincorporated Area MSTU - Other Grants and Aids – Historic Preservation – Account String LB5150715500.508309.06

WHAT ACTION ACCOMPLISHES:
Approves Historic Preservation Grant Assistance Program award agreements totaling \$100,000 for eight rehabilitation projects at historic properties in Lee County.

MANAGEMENT RECOMMENDATION:
Approve

Requirement/Purpose: (specify)	Request Initiated
<input checked="" type="checkbox"/> Statute CH 125 F.S.	Commissioner:
<input type="checkbox"/> Ordinance	Department: COMMUNITY DEVELOPMENT
<input type="checkbox"/> Admin Code	Division: Planning
<input checked="" type="checkbox"/> Other LDC Ch. 22	By: David Loveland

Background:
The 2014/2015 budget made available \$100,000 for the Lee County Historic Preservation Grant Assistance Program. Applications for the Program were solicited through public outreach. On May 20, 2015 the Lee County Historic Preservation Board reviewed staff recommendations and voted on specific grant awards. Criteria used to review each historic resource included: age and historic significance; endangerment; appropriateness of preservation treatment; percentage of total project cost to grant funds requested; and financial hardship. A condition for receiving grant assistance is designation of the property as historic under Chapter 22 (Historic Preservation) of the Land Development Code.

The funding recommendations are as follows:

Recommended Grant Amount	Project Name	Address	Proposed Improvements
\$13,750	Conchshell House	62 Prospect Ave.,	Roof replacement

Required Review:					
David Loveland	Corris L. McIntosh Jr.	Thelma Davis	Peter Winton	Doug Meurer	
COMMUNITY DEVELOPMENT	County Attorney	Budget Analyst	Budget Services	County Manager	

		Fort Myers, FL 33905	
\$10,215	Island House	14990 Binder Dr., Captiva, FL 33924	Replacement of siding and support posts for stairs
\$6,561	Jack's House	370 Tarpon Ave., Boca Grande, FL 33921	Replacement of windows
\$10,609	Macone/Lange House	2632 W Point Ln., Matlacha, FL 33993	Replacement of windows and general rehabilitation
\$17,106	Norvell Cottage	365 3rd St. Boca Grande, FL 33921	Roof replacement and general rehabilitation
\$8,870	Palbicki House	114 Alameda Ave., Fort Myers, FL 33905	Roof replacement
\$7,889	Spicer Cottage	8146 Main St. Bokeelia, FL 33922	Cistern rehabilitation
\$25,000	Alva Library Museum and Owanita Chapel	21420 Pearl St Alva, FL 33920	Rehabilitation of the Alva Library Museum and the adjoining former Owanita Chapel

The spreadsheet entitled "14/15 Summary of Funding Recommendations for the Historic Preservation Grant Assistance Program" summarizes the funding recommendations.

Funds for the Program are available in account # LB5150715500.508309.06 (Department/Division #LB/Community Development/Planning; Program #51507 – Planning; Fund #15500 Unincorporated Area MSTU; Object Code #508309 Other Grants and Aids; Subsidiary .06 Historic Preservation).

Attachments:

1. 14/15 Summary of Funding Recommendations for the Historic Preservation Grant Assistance Program
2. Grant Award Agreements

**Agreement Between the Board of County Commissioners,
Lee County, Florida
and
Michelle I Sterling**

This Agreement is made this 4th day of August 2015, by and between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 (the "Grantor") and **Michelle I Sterling** (known as the "Recipient"), 62 Prospect Ave. Fort Myers, FL 33905

This Agreement will govern certain historic preservation activities of the Recipient to be financed by the Grantor.

I. TERMS OF AGREEMENT

A. This Agreement will commence on, August 4, 2015 and will continue in full force and effect to, and including, December 1, 2016.

B. The Grantor agrees to allocate the Recipient the maximum sum of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750) for the successful completion of the items of performance agreed to herein in Exhibit "A."

C. Under this agreement, liability of the Grantor will not exceed the total funds offered.

D. Either party may terminate this Agreement for breach of contract or in the event of no availability of funds with such notice as is reasonable under the circumstances. Either party may also terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

E. The Grantor or Recipient may, from time to time, request changes in the services to be provided under this Agreement. Such requested changes must be submitted in writing, agreed to and signed by both parties in order to amend this Agreement.

F. The Recipient, in performing the requirements of this Agreement, must comply with applicable laws, rules, regulations, ordinances, and codes of the Federal, state, and local governments.

G. The Recipient will be liable and agree to be liable for and must indemnify and hold the Grantor harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney's fees arising out of the Recipient's errors, omissions, and/or negligence. This includes the misappropriation or unauthorized use of the funds made available by the Grantor. The ultimate responsibility for insuring proper use of the funds will rest with the Recipient.

H. Recipient will return to the Grantor any funds disallowed pursuant to the terms of this Agreement. Should repayment not be made within thirty (30) days of written notice by certified mail of demand, the Grantor will charge interest of one (1) percent per month compounded on the outstanding balance.

I. Recipient's Accounting Records must provide for an accurate and timely recording of receipts and expenditures. Procedures must be adequate to ensure that costs charged to this grant by Recipient are for allowable purposes and that documentation is readily available to verify accuracy.

J. Any unencumbered and unexpected funds remaining at the end of this Agreement will revert back to the Grantor and will be refunded within thirty (30) days from date of termination, unless agreed otherwise, in writing, by both parties.

K. The Recipient must maintain all records, documents and files pertaining to the Agreement for a period of three (3) years from the date of termination of the Agreement unless informed in writing by the Grantor that said records may be disposed of earlier. Access to those records must be provided at all reasonable times to Lee County and to the Federal grantor agency, if applicable and any employees or agents thereof.

L. Performance standards, scope of work, and all report requirements are as described in Exhibit "A." These items as indicated are a part and parcel of the Agreement and may only be changed or modified as indicated in Section E.

M. This Agreement, with Exhibits, states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. This agreement will bind the parties, their assigns, and successors in interest.

The parties or their duly authorized representatives hereby execute this Agreement intending to be bound as of the date first written above.

By: _____
Michelle I. Sterling, Recipient

Witness
Signature: _____
Name _____
Address _____
City/State/Zip _____

Witness
Signature: _____
Name _____
Address _____
City/State/Zip _____

Recipient Signatures must be witnessed by two individuals whose names and addresses are provided with their signatures.

ATTEST:
LINDA DOGGETT, CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

OFFICE OF COUNTY ATTORNEY

EXHIBIT "A"

1. The project, as approved for grant assistance, will consist of the following authorized scope of project work for (Conchshell House) **Michelle I Sterling**, 62 Prospect Ave. Fort Myers, FL 33905

Rehabilitation to include a new roof.

Located at:

62 PROSPECT AVE FORT MYERS FL 33905

04-44-25-05-00009.0100

Legal Description:

ALABAMA GROVE TERRACE BLK 9 PB 6 PG 77 LOTS 5 THRU 10
+ LOTS 11 THUR 15 E OF SEC LINE + SLY 60 FT LOT 2 LESS W
10.4 FT

2. The amount of funds awarded under this grant is Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750) The Grantor is not obligated or authorized to award any funds in addition to this amount.
3. The Grantor agrees to pay the Recipient, upon receipt and verification of the Recipient's request and documentation for the project costs pursuant to and as defined in Exhibit "A" up to a maximum payment of \$13,750 or the amount of actual cash expended by the Recipient for project work, whichever is less. Payment for project costs will be contingent upon all authorized project work in Exhibit "A" being in compliance with the Secretary of the Interior's Standards for Rehabilitation and receiving approval by the Division of Codes and Building Services. Payment for project costs will be contingent upon the designation of the subject property for which grant assistance has been approved as an historic resource under Chapter 22, Lee County Land Development Code, Historic Preservation, or as may be hereafter amended, renumbered, or replaced.
4. The Grantor must review and approve as to form and content all proposed contracts of the Recipient for the procurement of goods and/or services relating to the project work described in Exhibit "A" and all proposed contract change orders or amendments prior to final execution of said contracts, change order or amendments, but said review and approval will not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
5. The Grantor will review and approve detailed plans, specifications and other bid documents for construction work relating to the project described in Exhibit "A" prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Recipient and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the Lee County historic preservation program.

**Agreement Between the Board of County Commissioners,
Lee County, Florida
and
Thomas Terrill and Jennifer B. Terrill**

This Agreement is made this 4th day of August 2015, by and between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 (the "Grantor") and **Thomas Terrill and Jennifer B. Terrill** (known as the "Recipient"), 363 E Washington Ave Lake Bluff IL 6004.

This Agreement will govern certain historic preservation activities of the Recipient to be financed by the Grantor.

I. TERMS OF AGREEMENT

A. This Agreement will commence on, August 4, 2015 and will continue in full force and effect to, and including, December 1, 2016.

B. The Grantor agrees to allocate the Recipient the maximum sum of Ten Thousand Two Hundred Fifteen Dollars (\$10,215) for the successful completion of the items of performance agreed to herein in Exhibit "A."

C. Under this agreement, liability of the Grantor will not exceed the total funds offered.

D. Either party may terminate this Agreement for breach of contract or in the event of no availability of funds with such notice as is reasonable under the circumstances. Either party may also terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

E. The Grantor or Recipient may, from time to time, request changes in the services to be provided under this Agreement. Such requested changes must be submitted in writing, agreed to and signed by both parties in order to amend this Agreement.

F. The Recipient, in performing the requirements of this Agreement, must comply with applicable laws, rules, regulations, ordinances, and codes of the Federal, state, and local governments.

G. The Recipient will be liable and agree to be liable for and must indemnify and hold the Grantor harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney's fees arising out of the Recipient's errors, omissions, and/or negligence. This includes the misappropriation or unauthorized use of the funds made available by the Grantor. The ultimate responsibility for insuring proper use of the funds will rest with the Recipient.

H. Recipient will return to the Grantor any funds disallowed pursuant to the terms of this Agreement. Should repayment not be made within thirty (30) days of written notice by certified mail of demand, the Grantor will charge interest of one (1) percent per month compounded on the outstanding balance.

I. Recipient's Accounting Records must provide for an accurate and timely recording of receipts and expenditures. Procedures must be adequate to ensure that costs charged to this grant by Recipient are for allowable purposes and that documentation is readily available to verify accuracy.

J. Any unencumbered and unexpected funds remaining at the end of this Agreement will revert back to the Grantor and will be refunded within thirty (30) days from date of termination, unless agreed otherwise, in writing, by both parties.

K. The Recipient must maintain all records, documents and files pertaining to the Agreement for a period of three (3) years from the date of termination of the Agreement unless informed in writing by the Grantor that said records may be disposed of earlier. Access to those records must be provided at all reasonable times to Lee County and to the Federal grantor agency, if applicable and any employees or agents thereof.

L. Performance standards, scope of work, and all report requirements are as described in Exhibit "A." These items as indicated are a part and parcel of the Agreement and may only be changed or modified as indicated in Section E.

M. This Agreement, with Exhibits, states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. This agreement will bind the parties, their assigns, and successors in interest.

The parties or their duly authorized representatives hereby execute this Agreement intending to be bound as of the date first written above.

By: _____
Thomas Terrill, Recipient

By: _____
Jennifer B. Terrill, Recipient

Witness
Signature: _____

Name _____

Address _____

City/State/Zip _____

Witness
Signature: _____

Name _____

Address _____

City/State/Zip _____

Witness
Signature: _____

Name _____

Address _____

City/State/Zip _____

Witness
Signature: _____

Name _____

Address _____

City/State/Zip _____

Recipient Signatures must be witnessed by two individuals whose names and addresses are provided with their signatures.

ATTEST:
LINDA DOGGETT, CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

OFFICE OF COUNTY ATTORNEY

EXHIBIT "A"

1. The project, as approved for grant assistance, will consist of the following authorized scope of project work for (Island House) **Thomas Terrill and Jennifer B. Terrill**, 14990 Binder DR Captiva FL 33924

Rehabilitation to include replacement of siding and the stair's support.

Located at:

14990 Binder DR Captiva FL 33924

26-45-21-03-00078.0000

Legal Description:

LANES F A BAYVIEW SUBD PB 3 PG 75 LOT 78

2. The amount of funds awarded under this grant is Ten Thousand Two Hundred Fifteen Dollars (\$10,215) The Grantor is not obligated or authorized to award any funds in addition to this amount.
3. The Grantor agrees to pay the Recipient, upon receipt and verification of the Recipient's request and documentation for the project costs pursuant to and as defined in Exhibit "A" up to a maximum payment of \$10,215 or the amount of actual cash expended by the Recipient for project work, whichever is less. Payment for project costs will be contingent upon all authorized project work in Exhibit "A" being in compliance with the Secretary of the Interior's Standards for Rehabilitation and receiving approval by the Division of Codes and Building Services. Payment for project costs will be contingent upon the designation of the subject property for which grant assistance has been approved as an historic resource under Chapter 22, Lee County Land Development Code, Historic Preservation, or as may be hereafter amended, renumbered, or replaced.
4. The Grantor must review and approve as to form and content all proposed contracts of the Recipient for the procurement of goods and/or services relating to the project work described in Exhibit "A" and all proposed contract change orders or amendments prior to final execution of said contracts, change order or amendments, but said review and approval will not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
5. The Grantor will review and approve detailed plans, specifications and other bid documents for construction work relating to the project described in Exhibit "A" prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Recipient and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the Lee County historic preservation program.

**Agreement Between the Board of County Commissioners,
Lee County, Florida
and
Jack's House LLC**

This Agreement is made this 4th day of August 2015, by and between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 (the "Grantor") and **Jack's House LLC** (known as the "Recipient"), 10115 Barker Ave Englewood FL 34224

This Agreement will govern certain historic preservation activities of the Recipient to be financed by the Grantor.

I. TERMS OF AGREEMENT

A. This Agreement will commence on, August 4, 2015 and will continue in full force and effect to, and including, December 1, 2016.

B. The Grantor agrees to allocate the Recipient the maximum sum of Six Thousand Five Hundred Sixty-One Dollars (\$6,561) for the successful completion of the items of performance agreed to herein in Exhibit "A."

C. Under this agreement, liability of the Grantor will not exceed the total funds offered.

D. Either party may terminate this Agreement for breach of contract or in the event of no availability of funds with such notice as is reasonable under the circumstances. Either party may also terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

E. The Grantor or Recipient may, from time to time, request changes in the services to be provided under this Agreement. Such requested changes must be submitted in writing, agreed to and signed by both parties in order to amend this Agreement.

F. The Recipient, in performing the requirements of this Agreement, must comply with applicable laws, rules, regulations, ordinances, and codes of the Federal, state, and local governments.

G. The Recipient will be liable and agree to be liable for and must indemnify and hold the Grantor harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney's fees arising out of the Recipient's errors, omissions, and/or negligence. This includes the misappropriation or unauthorized use of the funds made available by the Grantor. The ultimate responsibility for insuring proper use of the funds will rest with the Recipient.

H. Recipient will return to the Grantor any funds disallowed pursuant to the terms of this Agreement. Should repayment not be made within thirty (30) days of written notice by certified mail of demand, the Grantor will charge interest of one (1) percent per month compounded on the outstanding balance.

I. Recipient's Accounting Records must provide for an accurate and timely recording of receipts and expenditures. Procedures must be adequate to ensure that costs charged to this grant by Recipient are for allowable purposes and that documentation is readily available to verify accuracy.

J. Any unencumbered and unexpected funds remaining at the end of this Agreement will revert back to the Grantor and will be refunded within thirty (30) days from date of termination, unless agreed otherwise, in writing, by both parties.

K. The Recipient must maintain all records, documents and files pertaining to the Agreement for a period of three (3) years from the date of termination of the Agreement unless informed in writing by the Grantor that said records may be disposed of earlier. Access to those records must be provided at all reasonable times to Lee County and to the Federal grantor agency, if applicable and any employees or agents thereof.

L. Performance standards, scope of work, and all report requirements are as described in Exhibit "A." These items as indicated are a part and parcel of the Agreement and may only be changed or modified as indicated in Section E.

M. This Agreement, with Exhibits, states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. This agreement will bind the parties, their assigns, and successors in interest.

The parties or their duly authorized representatives hereby execute this Agreement intending to be bound as of the date first written above.

By: _____
Jack's House LLC, Recipient

FEI Number #: _____

Witness
Signature: _____

Name _____

Address _____

City/State/Zip _____

Witness
Signature: _____

Name _____

Address _____

City/State/Zip _____

Recipient Signatures must be witnessed by two individuals whose names and addresses are provided with their signatures.

ATTEST:
LINDA DOGGETT, CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

OFFICE OF COUNTY ATTORNEY

EXHIBIT "A"

1. The project, as approved for grant assistance, will consist of the following authorized scope of project work for (Jack's House), 370 Tarpon Ave Boca Grande FL 33921

Rehabilitation to include replacement of windows.

Located at:

370 Tarpon Ave Boca Grande FL 33921

14-43-20-01-00012.0030

Legal Description:

BOCA GRANDE BLK.12 PB 7 PG 1 LOT 3

2. The amount of funds awarded under this grant is Six Thousand Five Hundred Sixty-One Dollars (\$6,561) The Grantor is not obligated or authorized to award any funds in addition to this amount.
3. The Grantor agrees to pay the Recipient, upon receipt and verification of the Recipient's request and documentation for the project costs pursuant to and as defined in Exhibit "A" up to a maximum payment of \$6,561 or the amount of actual cash expended by the Recipient for project work, whichever is less. Payment for project costs will be contingent upon all authorized project work in Exhibit "A" being in compliance with the Secretary of the Interior's Standards for Rehabilitation and receiving approval by the Division of Codes and Building Services. Payment for project costs will be contingent upon the designation of the subject property for which grant assistance has been approved as an historic resource under Chapter 22, Lee County Land Development Code, Historic Preservation, or as may be hereafter amended, renumbered, or replaced.
4. The Grantor must review and approve as to form and content all proposed contracts of the Recipient for the procurement of goods and/or services relating to the project work described in Exhibit "A" and all proposed contract change orders or amendments prior to final execution of said contracts, change order or amendments, but said review and approval will not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
5. The Grantor will review and approve detailed plans, specifications and other bid documents for construction work relating to the project described in Exhibit "A" prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Recipient and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the Lee County historic preservation program.

**Agreement Between the Board of County Commissioners,
Lee County, Florida
and
Gordon Lange and Marcia Marcone**

This Agreement is made this 4th day of August 2015, by and between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 (the "Grantor") and **Gordon Lange and Marcia Marcone** (known as the "Recipient"), 34705 Alamar Rd. Anchor Point AK 99556

This Agreement will govern certain historic preservation activities of the Recipient to be financed by the Grantor.

I. TERMS OF AGREEMENT

A. This Agreement will commence on, August 4, 2015 and will continue in full force and effect to, and including, December 1, 2016.

B. The Grantor agrees to allocate the Recipient the maximum sum of Ten Thousand Six Hundred Nine Dollars (\$10,609) for the successful completion of the items of performance agreed to herein in Exhibit "A."

C. Under this agreement, liability of the Grantor will not exceed the total funds offered.

D. Either party may terminate this Agreement for breach of contract or in the event of no availability of funds with such notice as is reasonable under the circumstances. Either party may also terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

E. The Grantor or Recipient may, from time to time, request changes in the services to be provided under this Agreement. Such requested changes must be submitted in writing, agreed to and signed by both parties in order to amend this Agreement.

F. The Recipient, in performing the requirements of this Agreement, must comply with applicable laws, rules, regulations, ordinances, and codes of the Federal, state, and local governments.

G. The Recipient will be liable and agree to be liable for and must indemnify and hold the Grantor harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney's fees arising out of the Recipient's errors, omissions, and/or negligence. This includes the misappropriation or unauthorized use of the funds made available by the Grantor. The ultimate responsibility for insuring proper use of the funds will rest with the Recipient.

H. Recipient will return to the Grantor any funds disallowed pursuant to the terms of this Agreement. Should repayment not be made within thirty (30) days of written notice by certified mail of demand, the Grantor will charge interest of one (1) percent per month compounded on the outstanding balance.

I. Recipient's Accounting Records must provide for an accurate and timely recording of receipts and expenditures. Procedures must be adequate to ensure that costs charged to this grant by Recipient are for allowable purposes and that documentation is readily available to verify accuracy.

J. Any unencumbered and unexpected funds remaining at the end of this Agreement will revert back to the Grantor and will be refunded within thirty (30) days from date of termination, unless agreed otherwise, in writing, by both parties.

K. The Recipient must maintain all records, documents and files pertaining to the Agreement for a period of three (3) years from the date of termination of the Agreement unless informed in writing by the Grantor that said records may be disposed of earlier. Access to those records must be provided at all reasonable times to Lee County and to the Federal grantor agency, if applicable and any employees or agents thereof.

L. Performance standards, scope of work, and all report requirements are as described in Exhibit "A." These items as indicated are a part and parcel of the Agreement and may only be changed or modified as indicated in Section E.

M. This Agreement, with Exhibits, states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. This agreement will bind the parties, their assigns, and successors in interest.

The parties or their duly authorized representatives hereby execute this Agreement intending to be bound as of the date first written above.

By: _____
Gordon Lange, Recipient

By: _____
Marcia Marcone, Recipient

Witness
Signature: _____

Witness
Signature: _____

Name _____

Name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

Witness
Signature: _____

Witness
Signature: _____

Name _____

Name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

Recipient Signatures must be witnessed by two individuals whose names and addresses are provided with their signatures.

ATTEST:
LINDA DOGGETT, CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

OFFICE OF COUNTY ATTORNEY

EXHIBIT "A"

1. The project, as approved for grant assistance, will consist of the following authorized scope of project work for (Marccone/Lange House) **Gordon Lange and Marcia Marccone**, 2632 West Point LN Matlacha FL 33993

Rehabilitation to include replacement of windows and general rehabilitation.

Located at:

2632 West Point LN Matlacha FL 33993

24-44-22-06-00000.0150

Legal Description:

ISLAND HARBORS PB 9 PG 70 LOTS 15 + 16

2. The amount of funds awarded under this grant is Ten Thousand Six Hundred Nine Dollars (\$10,609) The Grantor is not obligated or authorized to award any funds in addition to this amount.
3. The Grantor agrees to pay the Recipient, upon receipt and verification of the Recipient's request and documentation for the project costs pursuant to and as defined in Exhibit "A" up to a maximum payment of \$10,609 or the amount of actual cash expended by the Recipient for project work, whichever is less. Payment for project costs will be contingent upon all authorized project work in Exhibit "A" being in compliance with the Secretary of the Interior's Standards for Rehabilitation and receiving approval by the Division of Codes and Building Services. Payment for project costs will be contingent upon the designation of the subject property for which grant assistance has been approved as an historic resource under Chapter 22, Lee County Land Development Code, Historic Preservation, or as may be hereafter amended, renumbered, or replaced.
4. The Grantor must review and approve as to form and content all proposed contracts of the Recipient for the procurement of goods and/or services relating to the project work described in Exhibit "A" and all proposed contract change orders or amendments prior to final execution of said contracts, change order or amendments, but said review and approval will not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
5. The Grantor will review and approve detailed plans, specifications and other bid documents for construction work relating to the project described in Exhibit "A" prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Recipient and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the Lee County historic preservation program.

**Agreement Between the Board of County Commissioners,
Lee County, Florida
and
Margaret Norvell**

This Agreement is made this 4th day of August 2015, by and between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 (the "Grantor") and **Margaret Norvell** (known as the "Recipient"), PO BOX 2239 Boca Grande FL 33921

This Agreement will govern certain historic preservation activities of the Recipient to be financed by the Grantor.

I. TERMS OF AGREEMENT

A. This Agreement will commence on, August 4, 2015 and will continue in full force and effect to, and including, December 1, 2016.

B. The Grantor agrees to allocate the Recipient the maximum sum of Seventeen Thousand One Hundred Six Dollars (\$17,106) for the successful completion of the items of performance agreed to herein in Exhibit "A."

C. Under this agreement, liability of the Grantor will not exceed the total funds offered.

D. Either party may terminate this Agreement for breach of contract or in the event of no availability of funds with such notice as is reasonable under the circumstances. Either party may also terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

E. The Grantor or Recipient may, from time to time, request changes in the services to be provided under this Agreement. Such requested changes must be submitted in writing, agreed to and signed by both parties in order to amend this Agreement.

F. The Recipient, in performing the requirements of this Agreement, must comply with applicable laws, rules, regulations, ordinances, and codes of the Federal, state, and local governments.

G. The Recipient will be liable and agree to be liable for and must indemnify and hold the Grantor harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney's fees arising out of the Recipient's errors, omissions, and/or negligence. This includes the misappropriation or unauthorized use of the funds made available by the Grantor. The ultimate responsibility for insuring proper use of the funds will rest with the Recipient.

H. Recipient will return to the Grantor any funds disallowed pursuant to the terms of this Agreement. Should repayment not be made within thirty (30) days of written notice by certified mail of demand, the Grantor will charge interest of one (1) percent per month compounded on the outstanding balance.

I. Recipient's Accounting Records must provide for an accurate and timely recording of receipts and expenditures. Procedures must be adequate to ensure that costs charged to this grant by Recipient are for allowable purposes and that documentation is readily available to verify accuracy.

J. Any unencumbered and unexpected funds remaining at the end of this Agreement will revert back to the Grantor and will be refunded within thirty (30) days from date of termination, unless agreed otherwise, in writing, by both parties.

K. The Recipient must maintain all records, documents and files pertaining to the Agreement for a period of three (3) years from the date of termination of the Agreement unless informed in writing by the Grantor that said records may be disposed of earlier. Access to those records must be provided at all reasonable times to Lee County and to the Federal grantor agency, if applicable and any employees or agents thereof.

L. Performance standards, scope of work, and all report requirements are as described in Exhibit "A." These items as indicated are a part and parcel of the Agreement and may only be changed or modified as indicated in Section E.

M. This Agreement, with Exhibits, states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. This agreement will bind the parties, their assigns, and successors in interest.

The parties or their duly authorized representatives hereby execute this Agreement intending to be bound as of the date first written above.

By: _____
Margaret Norvell, Recipient

Witness
Signature: _____
Name _____
Address _____
City/State/Zip _____

Witness
Signature: _____
Name _____
Address _____
City/State/Zip _____

Recipient Signatures must be witnessed by two individuals whose names and addresses are provided with their signatures.

ATTEST:
LINDA DOGGETT, CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS
LEE COUNTYFLORIDA

By: _____
DEPUTY CLERK

By: _____
Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

OFFICE OF COUNTY ATTORNEY

EXHIBIT "A"

1. The project, as approved for grant assistance, will consist of the following authorized scope of project work for Margaret Norvell, 365 3RD ST E Boca Grande FL 33921

Rehabilitation to include roof replacement and general rehabilitation.

Located at:

365 3RD ST E Boca Grande FL 33921

14-43-20-01-00012.0100

Legal Description:

BOCA GRANDE BLK 12 PB 7 PG 1 LOT 10

2. The amount of funds awarded under this grant is Seventeen Thousand One Hundred Six Dollars (\$17,106) The Grantor is not obligated or authorized to award any funds in addition to this amount.
3. The Grantor agrees to pay the Recipient, upon receipt and verification of the Recipient's request and documentation for the project costs pursuant to and as defined in Exhibit "A" up to a maximum payment of \$17,106 or the amount of actual cash expended by the Recipient for project work, whichever is less. Payment for project costs will be contingent upon all authorized project work in Exhibit "A" being in compliance with the Secretary of the Interior's Standards for Rehabilitation and receiving approval by the Division of Codes and Building Services. Payment for project costs will be contingent upon the designation of the subject property for which grant assistance has been approved as an historic resource under Chapter 22, Lee County Land Development Code, Historic Preservation, or as may be hereafter amended, renumbered, or replaced.
4. The Grantor must review and approve as to form and content all proposed contracts of the Recipient for the procurement of goods and/or services relating to the project work described in Exhibit "A" and all proposed contract change orders or amendments prior to final execution of said contracts, change order or amendments, but said review and approval will not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
5. The Grantor will review and approve detailed plans, specifications and other bid documents for construction work relating to the project described in Exhibit "A" prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Recipient and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the Lee County historic preservation program.

**Agreement Between the Board of County Commissioners,
Lee County, Florida
and
Mard Palbicki and Donna Palbicki**

This Agreement is made this 4th day of August 2015, by and between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 (the "Grantor") and **Mard Palbicki and Donna Palbicki** (known as the "Recipient"), 3069 Bogey LN Slinger WI 53086

This Agreement will govern certain historic preservation activities of the Recipient to be financed by the Grantor.

I. TERMS OF AGREEMENT

A. This Agreement will commence on, August 4, 2015 and will continue in full force and effect to, and including, December 1, 2016.

B. The Grantor agrees to allocate the Recipient the maximum sum of Eight Thousand Eight Hundred Seventy Dollars (\$8,870) for the successful completion of the items of performance agreed to herein in Exhibit "A."

C. Under this agreement, liability of the Grantor will not exceed the total funds offered.

D. Either party may terminate this Agreement for breach of contract or in the event of no availability of funds with such notice as is reasonable under the circumstances. Either party may also terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

E. The Grantor or Recipient may, from time to time, request changes in the services to be provided under this Agreement. Such requested changes must be submitted in writing, agreed to and signed by both parties in order to amend this Agreement.

F. The Recipient, in performing the requirements of this Agreement, must comply with applicable laws, rules, regulations, ordinances, and codes of the Federal, state, and local governments.

G. The Recipient will be liable and agree to be liable for and must indemnify and hold the Grantor harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney's fees arising out of the Recipient's errors, omissions, and/or negligence. This includes the misappropriation or unauthorized use of the funds made available by the Grantor. The ultimate responsibility for insuring proper use of the funds will rest with the Recipient.

H. Recipient will return to the Grantor any funds disallowed pursuant to the terms of this Agreement. Should repayment not be made within thirty (30) days of written notice by certified mail of demand, the Grantor will charge interest of one (1) percent per month compounded on the outstanding balance.

I. Recipient's Accounting Records must provide for an accurate and timely recording of receipts and expenditures. Procedures must be adequate to ensure that costs charged to this grant by Recipient are for allowable purposes and that documentation is readily available to verify accuracy.

J. Any unencumbered and unexpected funds remaining at the end of this Agreement will revert back to the Grantor and will be refunded within thirty (30) days from date of termination, unless agreed otherwise, in writing, by both parties.

K. The Recipient must maintain all records, documents and files pertaining to the Agreement for a period of three (3) years from the date of termination of the Agreement unless informed in writing by the Grantor that said records may be disposed of earlier. Access to those records must be provided at all reasonable times to Lee County and to the Federal grantor agency, if applicable and any employees or agents thereof.

L. Performance standards, scope of work, and all report requirements are as described in Exhibit "A." These items as indicated are a part and parcel of the Agreement and may only be changed or modified as indicated in Section E.

M. This Agreement, with Exhibits, states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. This agreement will bind the parties, their assigns, and successors in interest.

The parties or their duly authorized representatives hereby execute this Agreement intending to be bound as of the date first written above.

By: _____
Mard Palbicki, Recipient

By: _____
Donna Palbicki, Recipient

Witness
Signature: _____

Witness
Signature: _____

Name _____

Name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

Witness
Signature: _____

Witness
Signature: _____

Name _____

Name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

Recipient Signatures must be witnessed by two individuals whose names and addresses are provided with their signatures.

ATTEST:
LINDA DOGGETT, CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

OFFICE OF COUNTY ATTORNEY

EXHIBIT "A"

1. The project, as approved for grant assistance, will consist of the following authorized scope of project work for (Palbicki House) **Mard Palbicki and Donna Palbicki**, 114 Alameda Ave Fort Myers FL 33905

Rehabilitation to include roof replacement

Located at:

114 Alameda Ave Fort Myers FL 33905
03-44-25-04-0000A.0010

Legal Description:

KINGSTON MANOR BLK A PB 7 PG 5 LOTS 1 + 2

2. The amount of funds awarded under this grant is Eight Thousand Eight Hundred Seventy Dollars (\$8,870) The Grantor is not obligated or authorized to award any funds in addition to this amount.
3. The Grantor agrees to pay the Recipient, upon receipt and verification of the Recipient's request and documentation for the project costs pursuant to and as defined in Exhibit "A" up to a maximum payment of \$8,870 or the amount of actual cash expended by the Recipient for project work, whichever is less. Payment for project costs will be contingent upon all authorized project work in Exhibit "A" being in compliance with the Secretary of the Interior's Standards for Rehabilitation and receiving approval by the Division of Codes and Building Services. Payment for project costs will be contingent upon the designation of the subject property for which grant assistance has been approved as an historic resource under Chapter 22, Lee County Land Development Code, Historic Preservation, or as may be hereafter amended, renumbered, or replaced.
4. The Grantor must review and approve as to form and content all proposed contracts of the Recipient for the procurement of goods and/or services relating to the project work described in Exhibit "A" and all proposed contract change orders or amendments prior to final execution of said contracts, change order or amendments, but said review and approval will not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
5. The Grantor will review and approve detailed plans, specifications and other bid documents for construction work relating to the project described in Exhibit "A" prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Recipient and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the Lee County historic preservation program.

**Agreement Between the Board of County Commissioners,
Lee County, Florida
and
Richard Clarendon and Susan B. Clarendon**

This Agreement is made this 4th day of August 2015, by and between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 (the "Grantor") and **Richard Clarendon and Susan B. Clarendon** (known as the "Recipient"), 3056 Wister Cir Valrico FL 33596

This Agreement will govern certain historic preservation activities of the Recipient to be financed by the Grantor.

I. TERMS OF AGREEMENT

A. This Agreement will commence on, August 4, 2015 and will continue in full force and effect to, and including, December 1, 2016.

B. The Grantor agrees to allocate the Recipient the maximum sum of Seven Thousand Eight Hundred Eighty Nine Dollars (\$7,889) for the successful completion of the items of performance agreed to herein in Exhibit "A."

C. Under this agreement, liability of the Grantor will not exceed the total funds offered.

D. Either party may terminate this Agreement for breach of contract or in the event of no availability of funds with such notice as is reasonable under the circumstances. Either party may also terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

E. The Grantor or Recipient may, from time to time, request changes in the services to be provided under this Agreement. Such requested changes must be submitted in writing, agreed to and signed by both parties in order to amend this Agreement.

F. The Recipient, in performing the requirements of this Agreement, must comply with applicable laws, rules, regulations, ordinances, and codes of the Federal, state, and local governments.

G. The Recipient will be liable and agree to be liable for and must indemnify and hold the Grantor harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney's fees arising out of the Recipient's errors, omissions, and/or negligence. This includes the misappropriation or unauthorized use of the funds made available by the Grantor. The ultimate responsibility for insuring proper use of the funds will rest with the Recipient.

H. Recipient will return to the Grantor any funds disallowed pursuant to the terms of this Agreement. Should repayment not be made within thirty (30) days of written notice by certified mail of demand, the Grantor will charge interest of one (1) percent per month compounded on the outstanding balance.

I. Recipient's Accounting Records must provide for an accurate and timely recording of receipts and expenditures. Procedures must be adequate to ensure that costs charged to this grant by Recipient are for allowable purposes and that documentation is readily available to verify accuracy.

J. Any unencumbered and unexpected funds remaining at the end of this Agreement will revert back to the Grantor and will be refunded within thirty (30) days from date of termination, unless agreed otherwise, in writing, by both parties.

K. The Recipient must maintain all records, documents and files pertaining to the Agreement for a period of three (3) years from the date of termination of the Agreement unless informed in writing by the Grantor that said records may be disposed of earlier. Access to those records must be provided at all reasonable times to Lee County and to the Federal grantor agency, if applicable and any employees or agents thereof.

L. Performance standards, scope of work, and all report requirements are as described in Exhibit "A." These items as indicated are a part and parcel of the Agreement and may only be changed or modified as indicated in Section E.

M. This Agreement, with Exhibits, states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. This agreement will bind the parties, their assigns, and successors in interest.

The parties or their duly authorized representatives hereby execute this Agreement intending to be bound as of the date first written above.

By: _____
Richard Clarendon, Recipient

By: _____
Susan B. Clarendon, Recipient

Witness
Signature: _____

Witness
Signature: _____

Name _____

Name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

Witness
Signature: _____

Witness
Signature: _____

Name _____

Name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

Recipient Signatures must be witnessed by two individuals whose names and addresses are provided with their signatures.

ATTEST:
LINDA DOGGETT, CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

OFFICE OF COUNTY ATTORNEY

EXHIBIT "A"

1. The project, as approved for grant assistance, will consist of the following authorized scope of project work for (Spicer Cottage) **Richard Clarendon and Susan B. Clarendon**, 8146 Main St Bokeelia FL 33922

Rehabilitation to include the cistern.

Located at:

8146 Main St Bokeelia FL 33922

25-43-21-01-00012.0010

Legal Description:

KREAMERS S/D BOKEELIA ISLD PB 1 PG 38 LOT 12 N OF
HARBOR DR

2. The amount of funds awarded under this grant is Seven Thousand Eight Hundred Eighty Nine Dollars (\$7,889) The Grantor is not obligated or authorized to award any funds in addition to this amount.
3. The Grantor agrees to pay the Recipient, upon receipt and verification of the Recipient's request and documentation for the project costs pursuant to and as defined in Exhibit "A" up to a maximum payment of \$7,889 or the amount of actual cash expended by the Recipient for project work, whichever is less. Payment for project costs will be contingent upon all authorized project work in Exhibit "A" being in compliance with the Secretary of the Interior's Standards for Rehabilitation and receiving approval by the Division of Codes and Building Services. Payment for project costs will be contingent upon the designation of the subject property for which grant assistance has been approved as an historic resource under Chapter 22, Lee County Land Development Code, Historic Preservation, or as may be hereafter amended, renumbered, or replaced.
4. The Grantor must review and approve as to form and content all proposed contracts of the Recipient for the procurement of goods and/or services relating to the project work described in Exhibit "A" and all proposed contract change orders or amendments prior to final execution of said contracts, change order or amendments, but said review and approval will not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
5. The Grantor will review and approve detailed plans, specifications and other bid documents for construction work relating to the project described in Exhibit "A" prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Recipient and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the Lee County historic preservation program.

**Agreement Between the Board of County Commissioners,
Lee County, Florida
and
The Alva Garden Club Inc.**

This Agreement is made this 4th day of August 2015, by and between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 (the "Grantor") and **The Alva Garden Club Inc.** (known as the "Recipient"), P.O. Box 813, Alva, FL 33920.

This Agreement will govern certain historic preservation activities of the Recipient to be financed by the Grantor.

I. TERMS OF AGREEMENT

A. This Agreement will commence on, August 4, 2015 and will continue in full force and effect to, and including, December 1, 2016.

B. The Grantor agrees to allocate the Recipient the maximum sum of Twenty Five Thousand Dollars (\$25,000) for the successful completion of the items of performance agreed to herein in Exhibit "A."

C. Under this agreement, liability of the Grantor will not exceed the total funds offered.

D. Either party may terminate this Agreement for breach of contract or in the event of no availability of funds with such notice as is reasonable under the circumstances. Either party may also terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

E. The Grantor or Recipient may, from time to time, request changes in the services to be provided under this Agreement. Such requested changes must be submitted in writing, agreed to and signed by both parties in order to amend this Agreement.

F. The Recipient, in performing the requirements of this Agreement, must comply with applicable laws, rules, regulations, ordinances, and codes of the Federal, state, and local governments.

G. The Recipient will be liable and agree to be liable for and must indemnify and hold the Grantor harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney's fees arising out of the Recipient's errors, omissions, and/or negligence. This includes the misappropriation or unauthorized use of the funds made available by the Grantor. The ultimate responsibility for insuring proper use of the funds will rest with the Recipient.

H. Recipient will return to the Grantor any funds disallowed pursuant to the terms of this Agreement. Should repayment not be made within thirty (30) days of written notice by certified mail of demand, the Grantor will charge interest of one (1) percent per month compounded on the outstanding balance.

I. Recipient's Accounting Records must provide for an accurate and timely recording of receipts and expenditures. Procedures must be adequate to ensure that costs charged to this grant by Recipient are for allowable purposes and that documentation is readily available to verify accuracy.

J. Any unencumbered and unexpected funds remaining at the end of this Agreement will revert back to the Grantor and will be refunded within thirty (30) days from date of termination, unless agreed otherwise, in writing, by both parties.

K. The Recipient must maintain all records, documents and files pertaining to the Agreement for a period of three (3) years from the date of termination of the Agreement unless informed in writing by the Grantor that said records may be disposed of earlier. Access to those records must be provided at all reasonable times to Lee County and to the Federal grantor agency, if applicable and any employees or agents thereof.

L. Performance standards, scope of work, and all report requirements are as described in Exhibit "A." These items as indicated are a part and parcel of the Agreement and may only be changed or modified as indicated in Section E.

M. This Agreement, with Exhibits, states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. This agreement will bind the parties, their assigns, and successors in interest.

The parties or their duly authorized representatives hereby execute this Agreement intending to be bound as of the date first written above.

By: _____
Alva Garden Club Inc., Recipient

FEI Number #: _____

Witness
Signature: _____

Name _____

Address _____

City/State/Zip _____

Witness
Signature: _____

Name _____

Address _____

City/State/Zip _____

Recipient Signatures must be witnessed by two individuals whose names and addresses are provided with their signatures.

ATTEST:
LINDA DOGGETT, CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

OFFICE OF COUNTY ATTORNEY

EXHIBIT "A"

1. The project, as approved for grant assistance, will consist of the following authorized scope of project work for The Alva Library Museum/Owanita Chapel, **The Alva Garden Club Inc.**, 21420 Pearl Street, Alva, FL 33920

Rehabilitation of the Alva Library/Owanita Chapel including the relocation and stabilization of the former Owanita Chapel

Located at:
21420 Pearl Street, Alva, FL 33920
22-43-27-01-00005.0040

Legal Description:

Lot four (4) in Block five (5) in town of Alva, Section 22, Township 43 South, Range 27 East, PB 1 PG 10

2. The amount of funds awarded under this grant is Twenty Five Thousand Dollars (\$25,000) The Grantor is not obligated or authorized to award any funds in addition to this amount.
3. The Grantor agrees to pay the Recipient, upon receipt and verification of the Recipient's request and documentation for the project costs pursuant to and as defined in Exhibit "A" up to a maximum payment of \$25,000 or the amount of actual cash expended by the Recipient for project work, whichever is less. Payment for project costs will be contingent upon all authorized project work in Exhibit "A" being in compliance with the Secretary of the Interior's Standards for Rehabilitation and receiving approval by the Division of Codes and Building Services. Payment for project costs will be contingent upon the designation of the subject property for which grant assistance has been approved as an historic resource under Chapter 22, Lee County Land Development Code, Historic Preservation, or as may be hereafter amended, renumbered, or replaced.
4. The Grantor must review and approve as to form and content all proposed contracts of the Recipient for the procurement of goods and/or services relating to the project work described in Exhibit "A" and all proposed contract change orders or amendments prior to final execution of said contracts, change order or amendments, but said review and approval will not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
5. The Grantor will review and approve detailed plans, specifications and other bid documents for construction work relating to the project described in Exhibit "A" prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Recipient and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the Lee County historic preservation program.

14/15 Summary of Funding Recommendations for the Historic Preservation Grant Assistance Program

Project Number	Project Name / Address	Location	Grant Application			Recommendation
			Total Cost	Matching Share	Grant Request	
14/15 - 1	Alva Cottage - ALVA 21480 Center St. Alva, FL 33920	Alva	TBD	TBD	TBD	\$ -
14/15 - 2	Bridgman House - TICE 77179 Alameda Ave. Fort Myers, FL 33905	Tice	TBD	TBD	TBD	\$ -
14/15 - 3	Conchshell House - TICE 62 Prospect Ave. Fort Myers, FL 33905	Tice	\$ 32,196	\$ 13,804	\$ 18,392	\$ 13,750
14/15 - 4	Island House - CAPTIVA ISLAND 14990 Binder Dr. Captiva, FL 33924	Captiva	\$ 28,638	\$ 14,319	\$ 14,319	\$ 10,215
14/15 - 5	Jack's House - BOCA GRANDE 370 Tarpon Ave. Boca Grande, FL 33921	Boca Grande	\$ 36,435	\$ 29,874	\$ 6,561	\$ 6,561
14/15 - 6	Marcone/Lange House - MATLACHA 2632 W Point Ln Matlacha, FL 33993	Matlacha	\$ 73,830	\$ 53,830	\$ 20,000	\$ 10,609
14/15 - 7	Norvell Cottage - BOCA GRANDE 365 3rd St. Boca Grande, FL 33921	Boca Grande	\$ 17,106	\$ -	\$ 17,106	\$ 17,106
14/15 - 8	Palbicki House - TICE 114 Alameda Ave. Fort Myers, FL 33905	Tice	\$ 19,740	\$ -	\$ 19,740	\$ 8,870
14/15 - 9	Schoolman House - TICE 256/258 DelRay Ave. Fort Myers, FL 33905	Tice	TBD	TBD	TBD	\$ -
14/15 - 10	Spicer Cottage - BOKEELIA 8146 Main St. Bokeelia, FL 33922	Pine Island - Bokeelia	\$ 349,484	\$ 341,595	\$ 7,889	\$ 7,889
	Total		\$ 557,429	\$ 453,422	\$ 104,007	\$ 75,000

Project	Special Project Name / Address	Location				Recommendation
			Total Cost	Matching Share	Request	
14/15 - 11 Special Project	Alva Library Phase II -Alva Library/Owanita Chapel rehabilitation including Relocation & Stabilization of the Owanita Chapel - ALVA 21420 Pearl St Alva FI 33920	Alva	61,000	36,000	25,000	25,000
	Grand Total		\$ 618,429	\$ 489,422	\$ 129,007	\$ 100,000.00