



Board of County Commissioners Meeting Agenda

District #1
John E. Manning

District #2
Cecil L Pendergrass
Chair

District #3
Larry Kiker
Vice Chair

District #4
Tammy Hall

District #5
Frank Mann

Roger Desjarlais
County Manager

Andrea R. Fraser
Interim County Attorney

October 01, 2013

If you plan to address the Board, please complete a blue "Request for Comment" card (located on the table outside the Chamber entrance) or you can submit your comment electronically by clicking [here](#). Completed cards should be returned to the Staff table at the right of the podium prior to the start of the meeting. All back up for this agenda is available on the Internet at <http://www.lee-county.com>. **PLEASE NOTE:** The Board may take action in its capacity as the Port Authority or Government Leasing Corporation.

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

Invocation: Pastor Jorge Acevedo, Grace United Methodist Church of Cape Coral

Pledge of Allegiance

Ceremonial Presentations

Recap

Public Comment on the Consent and Administrative Agenda

Consent Agenda

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

Administrative Agenda

Walk-ons and Carry-overs

Commissioners' Items/Committee Appointments

County Manager Items

County Attorney Items

Adjourn

9:30 AM CEREMONIAL PRESENTATION

- 1.** Presentation of the featured Pet of the Month by Animal Services. (#20130805-Animal Services)
- 2.** Ceremonial presentation recognizing Accion Hispana Day. (#20130806-Commissioner Kiker)

CONSENT AGENDA

1. **COUNTY ADMINISTRATION**
2. **COMMUNITY DEVELOPMENT**
3. **CONSTRUCTION AND DESIGN**
4. **COUNTY COMMISSIONERS**
5. **COUNTY LANDS**
6. **HUMAN SERVICES**
7. **INDEPENDENT**
8. **NATURAL RESOURCES/SOLID WASTE**
9. **PARKS AND RECREATION**
10. **PUBLIC SAFETY**

A) **ACTION REQUESTED/PURPOSE:**

A) Approve an Agreement between Lee County and McGregor Baptist Church, Inc. located at 3750 Colonial Boulevard, Fort Myers regarding temporary use of their property for emergency response, relief and recovery efforts for a period of five years with the option to renew for an additional period of five years under the same terms and conditions (including formal approval).

B) Authorize the Chair to execute the agreement. (#20130799-PUBLIC SAFETY)

FUNDING SOURCE:

N/A.

WHAT ACTION ACCOMPLISHES:

Allows Lee County temporary use of McGregor Baptist Church property for emergency relief and recovery efforts.

MANAGEMENT RECOMMENDATION:

Staff recommends approval.

11. **PUBLIC WORKS ADMINISTRATION**
12. **TRANSPORTATION**
13. **UTILITIES**

A) **ACTION REQUESTED/PURPOSE:**

Operations Manual Update: Approve revisions to the "Lee County Utilities Customer Service Operations Manual" (BS20130714/27034, CBA/SDG). (#20130714-UTILITIES)

FUNDING SOURCE:

No funding is required for this action.

WHAT ACTION ACCOMPLISHES:

Provides LCU staff, customers and the general public with an updated and instructive Customer Service Operations manual. The updated manual includes clarifications, policy changes, and modifications to be consistent with Community Development policies. The updated manual will facilitate cross training and support succession training for LCU staff.

MANAGEMENT RECOMMENDATION:

Approval.

14. **COUNTY ATTORNEY**

A) **ACTION REQUESTED/PURPOSE:**

Approve a request to reconvey those rights held by the County in an unused and remaining portion of a frontage road easement at the southeast corner of the intersection of Alico Road and Phlox Drive to Sue Ann Mayhood and David Mayhood (the current property owners), authorize the Board Chair to execute a County Deed for this purpose and authorize the Office of the County Attorney to handle and complete all documentation necessary. (#20130798-COUNTY ATTORNEY)

FUNDING SOURCE:

N/A. The requesting party will provide necessary recording fees.

WHAT ACTION ACCOMPLISHES:

Releases to the requesting property owners any remaining right, title or interest held by the County in the frontage road easement given to the County in 1985.

MANAGEMENT RECOMMENDATION:

15. **HEARING EXAMINER**

16. **CONSTITUTIONAL OFFICERS**

A) **ACTION REQUESTED/PURPOSE:**

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. (#20130807-FINANCE)

FUNDING SOURCE:

N/A.

WHAT ACTION ACCOMPLISHES:

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

MANAGEMENT RECOMMENDATION:

Compliance with the requirements of FS 136.06(1).

B) **ACTION REQUESTED/PURPOSE:**

Approve the Minutes for the following meetings of the Board of County Commissioners held during the week of September 9 thru September 13, 2013: September 10, 2013 (Regular). (#20130808-MINUTES)

FUNDING SOURCE:

N/A.

WHAT ACTION ACCOMPLISHES:

Approval of the Board Minutes, pursuant to Florida Statute 286.011

MANAGEMENT RECOMMENDATION:

Approve.

C) **ACTION REQUESTED/PURPOSE:**

Approve the Minutes for the following meetings of the Board of County Commissioners held during the week of September 16 thru September 20, 2013:

September 16, 2013 (Zoning) September 16, 2013 (Budget Workshop)
September 17, 2013 (Regular) September 18, 2013 (Final Budget Hearing).
(#20130809-MINUTES)

FUNDING SOURCE:

N/A.

WHAT ACTION ACCOMPLISHES:

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

MANAGEMENT RECOMMENDATION:

Approve.

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

ADMINISTRATIVE AGENDA

1. **COUNTY ADMINISTRATION**
2. **COMMUNITY DEVELOPMENT**
3. **CONSTRUCTION AND DESIGN**
4. **COUNTY COMMISSIONERS**
5. **COUNTY LANDS**
6. **HUMAN SERVICES**
7. **INDEPENDENT**
8. **NATURAL RESOURCES/SOLID WASTE**
9. **PARKS AND RECREATION**
10. **PUBLIC SAFETY**
11. **PUBLIC WORKS ADMINISTRATION**
12. **TRANSPORTATION**
13. **UTILITIES**
14. **COUNTY ATTORNEY**
15. **HEARING EXAMINER**
16. **CONSTITUTIONAL OFFICERS**
17. **PORT AUTHORITY AND OTHER GOVERNING BOARDS**

WALK ON AGENDA

1. ACTION REQUESTED/PURPOSE:

Confirm and accept for both filing and the Clerk's Minutes purposes, Lee County Resolution No. 13-09-34, declaring a State of Local Emergency in Lee County, Relating to Local Flooding Conditions County-Wide.
(#20130837-COUNTY ATTORNEY)

FUNDING SOURCE:

WHAT ACTION ACCOMPLISHES:

Approval of the Emergency Resolution at a Board meeting facilitates the filing of same with the Minutes of the Board.

MANAGEMENT RECOMMENDATION:

Confirm and accept Emergency resolution for filing.

REASON FOR WALK ON:

Commissioner Pendergrass signed SOLE without board present; must be approved at first available board meeting.

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

Blue Sheet No. 20130805

ACTION REQUESTED/PURPOSE:

Presentation of the featured Pet of the Month by Animal Services.

FUNDING SOURCE:

WHAT ACTION ACCOMPLISHES:

MANAGEMENT RECOMMENDATION:

Departmental Category: CPI

Meeting Date: 10/1/2013

Agenda:

Ceremonial

Requirement/Purpose: *(specify)*

- Statute
- Ordinance
- Admin Code
- Other

Request Initiated

Commissioner: All

Department: ANIMAL SERVICES

Division: No Divisions

By: Ria Brown

Background:

11. Required Review:

12. Commission Action:

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

Blue Sheet No. 20130806

ACTION REQUESTED/PURPOSE:
Ceremonial presentation recognizing Accion Hispana Day.

FUNDING SOURCE:

WHAT ACTION ACCOMPLISHES:

MANAGEMENT RECOMMENDATION:

Departmental Category: CP2

Meeting Date: 10/1/2013

Agenda:

Ceremonial

Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin Code
- Other

**Request Initiated
Commissioner: All
Department: COUNTY COMMISSIONERS
Division: No Divisions
By:**

Background:

11. Required Review:

12. Commission Action:



LEE COUNTY
SOUTHWEST FLORIDA

The Board of County Commissioners

RESOLUTION

Whereas, **Acción Hispana at Telemundo, under the guidance of Jackie Figueroa, is recognized as a media leader in Southwest Florida providing information on local and national issues that impact our local Hispanic community; and**

Whereas, **Acción Hispana, has covered topics such as immigration, education, healthcare, housing, and politics, with analysis and community discussion engaging a segment of the community that may not otherwise be reached; and**

Whereas, **Acción Hispana has cultivated strong working relationships with local government and community agencies thereby empowering the voice of the growing Hispanic population; and**

Whereas, **Acción Hispana, under the parent company All Access Multimedia, has become the leading Spanish media voice in Southwest Florida for more than six years;**

NOW, THEREFORE, BE IT RESOLVED THAT the Board of County Commissioners of Lee County, Florida, celebrating Hispanic Heritage Month and the Sixth Anniversary of Acción Hispana TV Show hereby proclaims October 1st, 2013 as:

ACCIÓN HISPANA DAY

in Lee County and wishes much continued success and recognition by the citizens of Lee County.

Duly executed this 1st day of October 2013.



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

Chairman

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

Blue Sheet No. 20130799

ACTION REQUESTED/PURPOSE:

A) Approve an Agreement between Lee County and McGregor Baptist Church, Inc. located at 3750 Colonial Boulevard, Fort Myers regarding temporary use of their property for emergency response, relief and recovery efforts for a period of five years with the option to renew for an additional period of five years under the same terms and conditions (including formal approval).
B) Authorize the Chair to execute the agreement.

FUNDING SOURCE:

N/A

WHAT ACTION ACCOMPLISHES:

Allows Lee County temporary use of McGregor Baptist Church property for emergency relief and recovery efforts.

MANAGEMENT RECOMMENDATION: Staff recommends approval.

Departmental Category: C10A

Meeting Date: 10/1/2013

Agenda:

Consent

Requirement/Purpose: *(specify)*

- Statute
- Ordinance
- Admin Code
- Other

Request Initiated

Commissioner:

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. The Agreement, voluntarily and without further compensation, grants permission for the temporary use of the property located at McGregor Baptist Church, 3750 Colonial Boulevard, Fort Myers, for emergency response, relief and recovery efforts. These efforts include, but are not limited to, a staging area for emergency response equipment, an emergency distribution point, a multi-agency coordinating center, a disaster recovery center and other emergency related uses.

As part of the Agreement, the County agrees to repair, replace (to the same condition it is existed prior to the damage) or reimburse the Owner for any and all damage to the Property caused by the County, its agents, employees, or contractors acting within the scope of their employment in accordance with the provision of the agreement, and further agrees to reimburse a verified prorated share of the telephone, electrical, water and sewer services.

Attachment

Three (3) Copies of Agreement

11. Required Review:

<i>Robert Farmer</i>	<i>Reginald Kantor</i>	<i>Mike Figueroa</i>	<i>Peter Winton</i>	<i>Dawn Perry-Lehnert</i>	<i>Holly Schwartz</i>
PUBLIC SAFETY	Budget Analyst	Risk	Budget Services	County Attorney	County Manager

12. Commission Action:

**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 _____ 2013, by and between McGregor Baptist Church, Inc., 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 to 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 or 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

By: [Signature] For McGregor Baptist Church

[Signature: Paul Vitello]

Witness

[Signature: David Mills]

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

McGregor-Baptist Church
3750 Colonial Blvd, Fort Myers, FL
Strap Number: 054525P1000600000

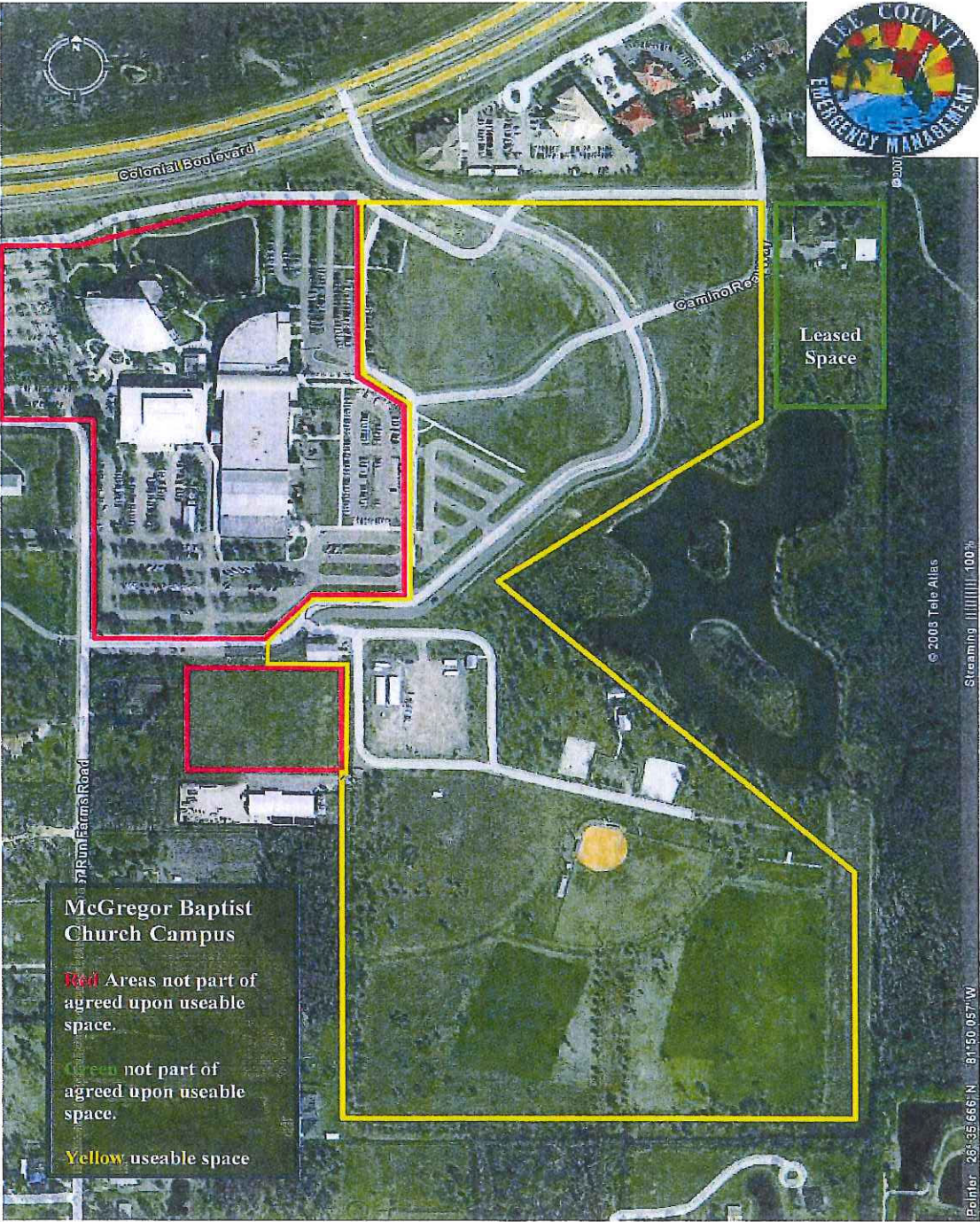


EXHIBIT B
CONTACT LIST OF AUTHORIZED REPRESENTATIVES FOR TEMPORARY
USE OF REAL ESTATE OR OTHER PREMISES

Name: McGregor Baptist Church
Address: 3740 Colonial Blvd.
General Manager: (See below)
Phone: (239) 936 - 1754
Alternate: (239) 940- 3283

Primary Emergency Contacts:

Name: Russell Howard

Home Address: 8848 Fawn Ridge Drive, Ft. Myers, FL

Phone (Office): 239- 689-2560 Cellular Phone: 239-940-3283

E-Mail Address:

1st Alternate Emergency Contact:

Name: Michael Farley

Home Address: 6530 Willow Lake Circle, Ft. Myers, FL 33966

Phone (Office): 239- 936-1754 Cellular Phone: 239-940-3536

E-Mail Address:

2nd Alternate Emergency Contact:

Name: Ed Steiner

Home Address: 6751 Matt Pledger Ct., N. Ft Myers, FL 33917

Phone (Office): 239-936-1754 Cellular Phone: 239-243-5974

The above information is correct as of 08/07/2013

Please mail or fax this completed form to:
Lee County Emergency Management
Post Office Box 398
Fort Myers, FL 33902-0398
Phone: 239-533-0605
Fax: 239-477-3636

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

Blue Sheet No. 20130714

ACTION REQUESTED/PURPOSE:

Operations Manual Update: Approve revisions to the “Lee County Utilities Customer Service Operations Manual” (BS20130714/27034, CBA/SDG).

FUNDING SOURCE:

No funding is required for this action.

WHAT ACTION ACCOMPLISHES:

Provides LCU staff, customers and the general public with an updated and instructive Customer Service Operations manual. The updated manual includes clarifications, policy changes, and modifications to be consistent with Community Development policies. The updated manual will facilitate cross training and support succession training for LCU staff.

MANAGEMENT RECOMMENDATION: Approval.

Departmental Category: C13A

Meeting Date: 10/1/2013

Agenda:

Requirement/Purpose: *(specify)*

Consent

- Statute
- Ordinance
- Admin Code
- Other

Approval

Request Initiated

Commissioner: All

Department: UTILITIES

Division: No Divisions

By: Pam Keyes

Background:

The Board of County Commissioners adopted the LCU Administrative Manual (aka Utilities Operations Manual) establishing the standards and specifications for the County’s water and sanitary sewer facilities, as well as the fiscal policy relating to Utilities Customer Service (Resolution No. 79-9-18 adopted 9-25-79).

The Board later divided the LCU Operations Manual into two separate manuals to improve efficiency. (BS 20100055; on 2-2-10), The two manuals consisted of Customer Service Operations (Sections 1 through 3) and LCU Design Manual (Sections 4 through 13). This change allowed the Public Works Director to approve modifications to the Design Manual while allowing the Board to continue approving modifications to the Customer Service Operations Manual. Approval of subsequent Customer Service Manual modifications are defined in Resolution 10-02-04, Page 1, Section 3; “Any future changes or modifications to Customer Service Operations Manual will require approval by the Board.”

The LCU Customer Service Operations Manual is reviewed and updated to maintain a useful and instructive document for LCU's staff, customers and the general public. This manual is posted on the LCU County website for easy customer access. The last substantial revision to the Customer Service Operations Manual was made in 2000 (BS 20000105 on 2-29-2000). The proposed Customer Service Operations Manual is intended to replace all previous editions of the Manual.

The proposed update to the Customer Service Operations Manual combines the following sections from the current manual to reduce redundancy: Section 1 “Water Distribution”, “Section 2 “Sewage Colleciton and Disposal” and Section 3 “Effluent Reuse”. In addition, the update contains basic edits and restructuring to make the document more user-friendly.

11. Required Review:

<i>Pam Keyes</i>	<i>Reginald Kantor</i>	<i>Mike Figueroa</i>	<i>Peter Winton</i>	<i>Donna-Marie Collins</i>	<i>Doug Meurer</i>
UTILITIES	Budget Analyst	Risk	Budget Services	County Attorney	Public Works Director

12. Commission Action:

BS 20130714-UTL (CONT'D.)

Proposed procedural changes to the manual:

- Currently all mobile homes are assigned a 1.0 Equivalent Residential Unit (ERU) when calculating connection fees. Mobile homes within a mobile home community require less water demand due to less green space, shared laundry facilities (which are separately metered) and are typically smaller in dimension than mobile homes located on property outside a mobile home community. To account for this difference in water demand, mobile homes within a mobile home community will be assigned a 0.8 ERU, which is consistent with design standards. Mobile homes individually metered outside mobile home communities will continue to be assigned a 1.0 ERU. See Section II (A)(1)(a)(1)(c)
- Allows customers to petition for time extensions for commitment of capacity fees up to (3) additional years more than the current policy of 2 years. This modification is consistent with recent policy changes implemented by Community Development. See Section II(A)(1)(b)
- Allows LCU to waive deposits for single family residential customers with a good payment history with LCU or another utility company for 12 consecutive months within the last two (2) years of establishing service with LCU. Added to address customer requests for assistance during the economic recession. See Section VI (A)(3)(b)
- Decreases the criteria for multi-family and/or commercial customers to utilize an Irrevocable Letter of Credit as a security document. The current minimum Letter of Credit requirement is \$25,000 and the proposed minimum requirement is \$10,000. This policy will allow a greater number of customers to use this utility account security method and reduce LCU's interest expense due annually on larger customer deposits. See Section VI (3)(C)
- Allows LCU to refund the customer for billing error adjustments for a period of up to 48 months when an error was detected on the customer's bill statements consistent with Florida Statutes 95.11(3). See Section VI(K)

Attached: Customer Service Operations Manual, dated 08/05/2013

ORIGINAL (OUTSIDE SIGNATURE DOCUMENTS TO FOLLOW) -0-



Customer Service Operations Manual

Updated 08/05/2013

Lee County BoCC Approval Date TBA

I. CLASSIFICATION OF SERVICES

- A. Residential
- B. Commercial
- C. Irrigation
- D. Non-Irrigation
- E. Fire Protection
- F. Hydrant & Mobile Water Meter
- G. Wholesale Service
- H. Reclaimed Water

II. NEW CONSTRUCTION

- A. New Construction Fees
 - 1. Connection Fees
 - a) Connection Fee Classification Types
 - (1) Residential Service
 - (2) Commercial and All Non-residential ERUs
 - b) Payment of Connection Fees
 - c) Hardship Program
 - (1) Hardship Application
 - (2) Hardship Qualification
 - d) Refunding Connection Fees
 - e) Transferring Connection Fees to another Project
 - f) Assignment of Connection Fees
 - 2. Water Meter Installation Fees
 - 3. Tap-in Fees
- B. Types of Service Connections
 - 1. Direct Tap into Existing Service Lines
 - 2. Developer Contributed Infrastructure
- C. New Water Service
 - 1. Waterline & Meter Installation
 - a) Service Line Size
 - b) Meter Type and Size
 - c) Location of Water Meter
 - d) Installation of Water Meters
 - 2. Water Meter Ownership
 - 3. Electrical Currents
 - 4. Increasing or Decreasing Meter Size
 - 5. Relocating Water Meters
 - 6. Sub-Metering by Customer
- D. New Sewer Service
- E. New Reclaimed Water Service

- F. Mobile Meter & Hydrant Meter Service
- G. Inspection/Indemnification
- H. Right to Refuse Service
- I. Access to Premises
- J. Right-Of-Way Access
- K. Un-authorized Work on LCU's Systems
- L. Protecting County Property
- M. Emergency Service
- N. Continuity of Service

III. WATER SERVICE – Terms & Conditions

- A. Limitation of Use
- B. Extent of County Maintenance on the Water Systems
- C. Cross Connection Control

IV. SEWER SERVICE – Terms & Conditions

- A. Common Residential Connections
- B. Extent of County Maintenance on the Sewer System
- C. Customer's Maintenance
- D. Septic Tank Waste
- E. Industrial Waste

V. RECLAIMED WATER – Terms & Conditions

VI. BILLING

- A. New Customer Account Application Packet
 - 1. Account Application Packet
 - 2. Guarantee Deposits
 - a) Initial Customer Deposits Collected
 - b) Waiving Customer Deposits
 - c) Irrevocable Letters of Credit
 - d) Refunding of Customer Deposits
 - e) Transferring Customer Deposits
 - f) Transferring Customer Deposits to another Customer
 - g) Customer Deposits Not Required
 - h) Additional Customer Deposits
 - 3. Prior Indebtedness
 - 4. Multiple Premises Served through Same Meter
- B. Transfers within LCU Service Area
- C. Returning Customers at Same Site Address
- D. Name Changes
- E. Third Party Notifications

- F. Terminating Service
- G. Rates & Fees
 - 1. Base Charges
 - 2. Usage Fees
 - 3. Service Fees
 - 4. Wellfield Development Surcharge
 - 5. Administrative Fees
- H. Billing Cycle and Due Dates
 - 1. Billing Cycle
 - 2. Evidence of Consumption
 - 3. Due Dates
 - 4. Preferred Due Dates
- I. Bill Disputes
 - 1. Meter Re-Read
 - 2. Field Tests
 - 3. Meter Bench Tests
- J. Rate Review for Unexpected Water Loss
- K. Back Billing and/or Adjustments for Over Billing
- L. Penalties
 - 1. Insufficient Funds
 - 2. Prosecution for Insufficient Funds
 - 3. Unauthorized Water Usage
- M. Collection Process
 - 1. Reminder Notices
 - 2. Delinquent Monthly Water Service Bills
 - 3. Disconnection of Service
 - 4. Bill from a Previous Location
- N. Public Records

I. CLASSIFICATION OF SERVICE

Lee County Utilities (herein referred to as LCU) renders service to several general classifications of properties:

A. Residential

The residential classification applies to dwellings or homes that are used for personal use.

1. Single Family

The single family classification consists of a single family dwelling or to each residential unit in a multiple family dwelling where each unit's water consumption is metered separately.

2. Multi Family

The multi-family classification applies to all services where one water meter serves more than one residential unit such as apartments, condominiums, mobile home parks, and recreational vehicles or a combination thereof.

This classification includes what are generally considered ancillary buildings that are used for common use (i.e. laundry facilities, community buildings, or pool areas, etc., when such services are not open to the general public). For billing purposes, the water uses for these residential areas are included in the per unit charges.

In cases where there is more than one meter in a looped line and all meters serve the same residential units, the meter readings shall be consolidated into one bill and the charges are billed using the multi-unit rate.

3. Mobile Home

A mobile home means a structure, transportable in one or more sections, which is 8 body feet or more in width and which is built on an integral chassis and designed to be used as a dwelling when connected to the required utilities.

4. Recreational Vehicle

The recreational vehicle is a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when

connected to utilities.

For those accounts where one meter serves mobile homes and/or RV's, ERU's will be converted to an equivalent number of single family units.

B. Commercial

The commercial classification applies to one water meter serving one or more commercial establishment(s) and all services not classified as residential, multi-unit, irrigation, non-irrigation, fire protection, short-term commercial and/or other.

C. Irrigation

The irrigation classification applies to all services where one meter is used solely for the purpose of irrigation.

D. Non-Irrigation

The non-irrigation classification applies to commercial services where the meter supplies water for commercial processes. This pertains to ice manufacturing, car wash, marine boat or dock wash, food processing, etc. This does not include water for green space, landscape, or other irrigation purposes.

Non-irrigation flat rates shall be granted only under the following conditions:

1. Single Meter Occurrence – All water is supplied to the site by LCU. The customer must demonstrate that no green space, landscape, or other requirements for irrigation exists and submit an affidavit stating such.
2. Multiple Meter Occurrence – All water is supplied to the site by LCU. If the customer has a meter or meters on site used solely for the purpose of irrigation and can demonstrate that any remaining meters at the site are not used for irrigation, then the remaining meters may be billed at the non-irrigation rate. An affidavit must be submitted stating such.
3. Single meter with well – All water is supplied by a LCU meter and water used for irrigation purposes is supplied through a private well. The customer must demonstrate that the water provided through the LCU meter is not used for irrigation purposes and submit an affidavit stating such.

Affidavits must be submitted annually in order to maintain the non-irrigation rate. Customers with non-irrigation rates may be subject to unannounced inspections and must be ready to demonstrate that the meter(s) are not being used for irrigation purposes.

In the event irrigation is found, the account shall be reclassified accordingly and back charges may occur up to 12 months in arrears. Green space irrigation

shall include, but is not limited to the following, agriculture, nursery use, landscape, golf courses and clay tennis courts.

E. Fire Protection

The fire protection classification is intended to provide an emergency supply of water exclusively for fire protection and suppression purposes. The portion of the customer's installation to which this service is rendered must be in a service or services entirely separate and apart from the customer's installation for domestic water service. Even though LCU does not guarantee fire flows, their goal is to maintain water pressure at or above 20 PSI. LCU has a standard operating procedure for ensuring the maximum flow and pressure in times of emergencies. The coordination between Fire Districts and LCU is established and operational.

F. Hydrant & Mobile Water Meters Service

The hydrant and mobile water service classification enables customers to receive a hydrant water meter while completing a construction project or where a customer's business activity requires that they obtain water from various locations throughout the LCU service area.

G. Wholesale Service

The wholesale classification applies to services where the wholesale customer:

- 1) Resells such services to its customers in accordance with Florida law and County ordinances; and
- 2) Maintains all distribution systems, valves, hydrants, service connections, and meters in the public rights-of-way or valid easements within its recognized service area.

The terms for providing wholesale water service to a qualifying applicant will be established by an agreement between the applicant and the County.

H. Reclaimed Water

The reclaimed water classification refers to wastewater that has been treated to remove solids and certain impurities and is used for landscaping irrigation only.

For billing purposes, each individual service or meter will be billed according to the appropriate classification as per the BoCC approved Rate Resolution in effect.

II. NEW CONSTRUCTION

A. New Construction Fees

Water Commitment letters required for a building permit will only be issued after all applicable fees are paid. Additional services to the same property may also be obtained upon payment of required fees.

1. Connection Fees

As a result of new service being requested from builders and contractors, Connection Fees are used to expand existing and/or build new treatment facilities to accommodate the increased demand. The purpose of the Connection Fees is to assign growth related capital expenditures to those new customers who directly benefit from the cost of the improvements.

Connection Fees are based on Equivalent Residential Units (herein called ERUs) which is defined as the maximum demand of two hundred (250) gallons per day (GPD). The actual Connection Fee charges are calculated by multiplying the number of ERUs designated, times the connection fee per ERU.

a) Connection Fee Classification Types

(1) Residential Service

Residential connection fees are based on the number and the type of units located at the property;

- (a) Single Family Residential homes are assigned 1 ERU per home.
- (b) Multi-Family Residential homes are assigned .80 ERU per Unit
- (c) Mobile Homes within a mobile home community are assigned .80 ERU each.
- (d) Mobile Homes outside a mobile home community that are individually metered are assigned 1 ERU.
- (e) Recreational Vehicles are assigned .40 ERU per Unit or Lot

(2) Commercial and All Non-Residential Service

The Commercial and Non-Residential Connection Fee is based on the flow rates as outlined in Florida

Administrative Code, Chapter 64E-6.008. The resulting GPD flow contribution will be multiplied by the respective rate per gallon. Historical flows may be used to calculate GPD if there is sufficient evidence that shows that the use of the water and meter flows are consistent with the new service requested.

b) Payment of Connection Fees (Prepaid Capacity Fees)

Connection fees are charged to new construction projects based on the BoCC approved Rate Resolution in effect.

Construction projects are required to pay 50% of the applicable connection fees at the time the County is asked to commit the capacity to provide service to the property. This is done when the FDEP and Health Department permit application is signed.

The remaining 50% is to be paid prior to the constructed assets being contributed to LCU and accepted by the BoCC, for operations and maintenance.

LCU's commitment to provide service is limited to two (2) years unless payment of the remaining 50% is made within the same two (2) year period.

The customer may petition (in writing) for an extension of time for commitment which shall not extend beyond three (3) additional years. The Development Review Department will consider all petitions for extension of commitment. Current development plans must meet LCU's Design Manual Standards to qualify for an extension for commitment to serve.

If the final 50% is paid within two (2) years of the first payment being received, the remaining 50% will be charged the rates that were in effect at the time the first 50% were paid.

If the final payment is made more than two (2) years after the date the first payment was received, the connection fees for the entire project will be based on the rates in effect at the time of the final payment.

The initial 50% fees paid are applied towards the entire project's connection fee. If the developer requests to amend the development order which results in a need for additional ERUs, the additional ERU connection fee will be based on the rates in effect at the time of the amendment's approval.

Letters of Credit will not be acceptable as payment of connection fees.

c) Hardship Program

LCU will allow customers who are deemed low-income to make monthly incremental payments towards their Connection Fees. The incremental payment period shall not exceed thirty-six months.

The hardship approval may not be transferred to any other owner of the property.

(1) Hardship Application

To take advantage of the hardship program, customers must submit an application and all supporting documents to LCU. The application can be obtained through the New Construction department located at the Public Works Administration Building at 1500 Monroe Street.

The hardship application must be fully completed, signed & notarized and all supporting documents received before it will be considered for approval.

(2) Qualifications for Hardship

(a) The minimum amount of connection fees being considered for hardship must be greater than \$499.00.

(b) The total gross income generated by all residents of the property must meet the definition of low income as defined by the State of Florida HUD guidelines.

The residents of the home must provide proof of income including copies of tax returns, pay stubs for one month, SSI, and bank statements.

Income shall not include VA education benefits, unemployment benefits, foster care benefits, food stamp benefits, and income from minors or financially dependent full time students under the age of 21.

Income will be based upon an annual figure; however, if it is not feasible to anticipate a level of

income over a 12 month period, a shorter period may be used to predict gross annual income.

The low income requirement may be waived provided that the applicant(s) can show that they qualify for a medical hardship that is considered catastrophic or long term.

- (c) The applicant(s) must be the owner(s) of and reside at the site for which the application is being made.
- (d) The applicant(s) must show proof of Homestead Exemption.
- (e) The applicant(s) must show proof that the property taxes are paid and current for the property.
- (f) The applicant(s) must provide statements from all lien holders that the property is not subject to pending or threatened foreclosure or default that creates a lien against the property.
- (g) The applicant(s) must provide statement that no mortgage or other encumbrances that creates a lien against the property is in default.
- (h) The applicant(s) must agree to a voluntary placement of a lien on the property being served.

The hardship applicant(s) will be responsible for full and adequate disclosure of information required for acceptance into the hardship program. If the applicant(s) fail or refuse to give full disclosure during the application process, the application submittal will be forfeited.

If the applicant(s) provide false information and an application is approved on that basis, the applicant(s) shall be immediately disqualified and the County will take all appropriate legal action against the applicant(s).

d) Refunding Connection Fees

Requests for refund of connection fees must be made in writing to the Utility Director within two (2) years of the date the initial 50% connection fees were paid. If a refund is requested within two (2) years of the date the initial 50% connection fees were paid, 90% of the amount paid toward connection fees may be

refunded if the customer determines the project is not going to be constructed and the commitment for capacity to serve the project is no longer needed.

e) Transferring Connection Fees to another Project

Connection Fees are transferrable to other projects upon prior written approval from LCU. When only the initial 50% of the connection fees were paid by the customer, the transferred fees do not extend the initial reservation of capacity.

f) Assignment of Connection Fees

If a customer does not qualify for a refund of their connection fees, they shall have the right to request a full or partial assignment of their connection fees to a third party. Such assignment shall be submitted to LCU in writing. The assignment is contingent upon approval by LCU.

When only the initial 50% of the connection fees were paid by the customer, the assignment does not extend the initial reservation of capacity.

2. Water Meter Installation Fees

Water installation fees are used to recover the cost of meter installation to new connections including installation of the meter, meter box (if necessary), and restoration. In addition to new installations, these rates may also apply to service upgrades or facility relocations. Water Meter Installation Fees are charged to new construction projects based on the BoCC approved Rate Resolution in effect.

3. Tap-in Fees

Tap-in Fees are used in-lieu of the meter installation charge to cover the cost of connection and meter installation to new connections, including tap-in or directional bore (where applicable) to the water distribution system, installation of the meter, meter box and any restoration charges. In addition to new installations, these rates may also apply to service upgrades or facility relocations. The Tap-in Fees are charged to new construction projects based on the BoCC approved Rate Resolution in effect.

B. Types of Service Connections

1. Direct Tap into an Existing Service Lines

To obtain utility service through an existing Utility service line, an application (found at www.leegov.com/utilities) plus payment for associated services should be presented to the New Construction office located at the Public Works Administration Building. The applicant must ensure that the name of the customer, street address and the legal description of the property are correctly reflected on the application.

2. Developer Contributed Infrastructure

To obtain utility service for a project not served directly from an existing Utility service line and involving construction of developer contributed infrastructure and after all required approvals from the County's Community Development Department are obtained, an application by a licensed Professional Engineer (P.E.) registered in the State of Florida hired by the developer plus payment for applicable plan review fees should be made at the Public Works Administration Building. Plan review fees are determined based upon the BoCC Rate Resolution in effect. The applicant should ensure that the name of the customer, the street address and legal description of the property to which service is to be rendered are correctly entered upon the application. An application (New Project Submittal Form) can be found on LCU's website. (www.leegov.com/utilities)

If the Developer requests an Amendment to the Development Order which results in a change in the ERUs being served, the connection fees associated with this change will be based on the connection fees in effect at the time of the Amendment's approval.

Customers developing larger projects in phases are encouraged to provide their long range plans to LCU so that these plans may be considered as LCU plans to provide for future system needs. However, when it comes to commitment of capacity, customers developing larger projects are encouraged to phase these projects requesting only system capacities that are likely to be needed within the near future. This practice will help reduce the out of pocket connection fee expense and help avoid reaching commitment of total plant capacity earlier than necessary.

C. New Water Service

1. Water Line Installation

a) Service Line Size

LCU will provide a standard service line sufficient to serve the lot or parcel adjacent to an existing main owned by the County upon advance payment by the customer for applicable service being provided. In the event that a service line larger than 2" is necessary to serve the customer with an adequate supply of water, the customer shall provide LCU with both the lot plans and plumbing plans for a cost estimate. After the cost has been determined, LCU will install such adequate service line and meter upon application of the customer and advance payment of associated fees.

Each customer's installation shall include that part of the service line to be extended by the customer at their expense to a point of connection designed by LCU, provided that such designated point is on the property line of the premise adjacent to a public street, avenue, court, lane etc. The customer's installation shall be extended to LCU's meter and curb stop, ordinarily located at the front property line on one corner of the lot.

Valves of corresponding line size may be installed on the customer's side of the meter between the meter installation and the point(s) of usage. This will provide the customer with shut-off protection without requiring the service of LCU personnel for whatever reason the customer deems necessary.

Because duplication of service lines is an unnecessary expense, water service and meter locations are to be placed where LCU deems necessary. Exceptions may be permitted at the expense of the customer.

Water service to any structure upon any given property shall only be rendered from LCU owned mains in public rights-of-way or easements abutting said property unless in areas of private franchise operated under franchises granted by the County and/or the Florida Public Service Commission. The determination as to the availability of service from existing facilities shall be at the sole discretion of LCU. LCU shall have the right to require extensions of its water mains and other facilities for proper service. LCU may also require such permanent legal

agreements, which LCU deems necessary in order to carry out the intent of this section.

Connection to LCU systems, for any purpose whatsoever, is to be made only by its employees or contractors with the full approval of LCU. No connection of any description, temporary or otherwise, is permitted between that portion of the customer's installation for domestic water service and that portion of the customer's installation for fire protection or other purpose.

That portion of the customer's installation of domestic water service shall be so arranged that all domestic water service shall pass through the meter. No temporary pipes, nipples or spacers are permitted except for temporary testing purposes by a person authorized by LCU, and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.

Any and all physical connections or arrangements of pipes are prohibited between two piping systems on the customer's property, one of which contains potable water from LCU's water mains and another containing a liquid from any other source such as a private well supply.

b) Meter Type and Size

LCU shall determine the type(s) of meters installed in the system. Further, LCU shall have the right, at all times, to determine meter sizes when the meter size stipulated by the customer is not in the best interest of the system or its customers.

c) Location of Meter

When LCU considers it advisable, the customer shall provide, at no cost to LCU, an adequate and proper easement for the installation of meters and other similar devices within the premise to be served. The customer's installation shall be brought out by the customer to the designated meter location. Customers and their agent (such as employees, contractors, etc.) are prohibited from placing any obstacles on or about meters, valves and other equipment which in any way obstructs free access to such equipment. In no case shall the meters be installed in drive-ways.

Water meters shall be installed and kept in grassy or mulched areas and not within a fenced area. The customer is responsible

for keeping the area surrounding the meter box clear of shrubbery or other obstructions. LCU reserves the right to discontinue water service to any location where such interference exists. If the customer parks a vehicle over the water meter, LCU reserves the right to have the vehicle towed. All towing costs will be the responsibility of the customer.

At locations where a single service tap from the main serves two or more adjacent properties via a double service, it shall be the customer's responsibility to ensure the customer's service line is not encumbered by such prohibitive obstacles as a septic system drain-fields, modular storage units, tree, shrubbery, etc.

d) Installation of Water Meters

LCU will install and properly maintain all meters and metering equipment as may be necessary to measure water delivered to the customer once the customer has paid the applicable fees. No meter will be installed which has an error of more than the recommended standard limits established by the American Water Works Association. Whenever a periodic or any other test shows that a meter exceeds these limits, it will be fixed or replaced.

2. Meter Ownership

Ownership of meters and metering equipment shall be, and remain with LCU.

3. Electrical Currents

Electrical currents are occasionally found to be conducted through water lines and appurtenances. Such conditions may exist when,

- a) The water piping system is being used to ground appliances or electrical equipment (ranges, washing machines, switch boxes, etc)
- b) The water piping is conductive
- c) An "open" neutral exists in an electrical line or
- d) Other causes

When such hazardous conditions are found, LCU will give the customer 48 hours to correct the problem. If the hazard continues after 48 hours, service shall be subject to immediate disconnection without further

notice and costs associated with disconnection of service will be billed to the customer.

4. Increasing or Decreasing Meter Size

a) Increasing Meter Size

Existing customers wishing to increase the water meter diameter are required to pay for a new tap fee or the estimated time and material costs to install the new meter (whichever is greater) plus the connection fees based on the current BoCC Approved Rate Resolution less connection fee credits already reserved for the premise address.

b) Decreasing Meter Size

Customers wishing to reduce the water meter diameter are responsible for the time and materials required to perform the meter reduction. The reduction of the water meter diameter does not produce a refund of previously reserved connection fees. The connection fees are assigned to remain with the parcel being served.

5. Relocating Water Meters

Relocating the water meters will be completed upon request from the customer. The customer shall be charged on a time and material basis or the applicable tap fee, whichever is greater.

6. Sub-Metering by the Customer

Sub-meters installed to measure water usage by multi-family, mobile homes or RV's units may be installed by the customer at their own expense. In addition, sub-meters inside the customer's property to measure water not entering a sewer system may be installed by the customer at their own expense. Use of a sub-meter in the calculation of the customer's usage charges, will be determined only after LCU inspection and approval. All sub-meters will be owned and maintained by the customer.

D. New Sewer Service

Where existing service laterals have been provided, the customer shall pay the entire expense of the connection to the facilities within his property. Where service laterals have not been provided, the customer shall be responsible for payment of all costs of constructing the connection from the wastewater main to the facilities within the customer's property. All such connections shall be subject to inspection by authorized personnel of the governmental agency

having jurisdiction. The customer shall pay all connection fees and construction charges, if appropriate.

E. New Reclaimed Water Service

In locations where reclaimed water is available, LCU will consider requests from commercial or residential developments to utilize reclaimed water. The quantity of reclaimed water to be received is intended to be approximately equal to the amount of wastewater generated by the development, unless available quantities, soil conditions, or available open areas do not permit this amount of usage. The developer shall be responsible to retain a Professional Engineer, registered in the State of Florida, to determine the quantity of reclaimed water which can be effectively utilized by the development. LCU will consider, on a case-by-case basis, the anticipated reclaimed water quantity, which can be utilized, the quantity of wastewater flow, and location of the development with respect to existing reuse lines to determine whether or not any reuse is provided.

F. Mobile Meter & Hydrant Meter Service

Requests for mobile and hydrant meters can be made through the New Construction office located at the Public Works Administration building.

Hydrant Meters must be approved by Development Review and are ONLY to be used on hydrants located within the Lee County Utilities' franchise area. (A map of the Lee County Utilities Franchise area is available upon request.)

The mobile meter is to be used only in the daily operations of the customer's business. Hydrant Meters should not be relocated outside of the water system being constructed without prior approval of LCU.

The mobile meter customer will be responsible for providing water usage information to LCU on a monthly basis. In addition, the mobile and hydrant meters will be made available for inspection twice a year to ensure that it is properly recording water usage.

The customer obtains water from a LCU fire hydrant utilizing the assigned LCU water meter with all the Utilities' cross connection control devices connected to the temporary water meter.

Non-approved usage or removal of the cross connection device will result in a tampering fine and water usage charges. If in the process of obtaining water in an unauthorized manner the water main or hydrant is damaged, the cost of repairs will be imposed for each occurrence.

G. Inspection/Indemnification

LCU reserves the right to inspect the customer's installations prior to rendering service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

The customer shall indemnify, hold harmless and defend LCU from and against any and all liability, proceedings, suits, costs or expense for loss, damage or injury to persons or property, in any manner directly or indirectly connected with or growing out of the transmission and use of water by the customer at or on the customer's side of the point of delivery, where inspection is required by governmental rules or ordinances, LCU shall discontinue service if the inspecting authority notifies LCU that the installation has not been approved.

H. Right to Refuse Service

LCU shall have the right to refuse water service for any outstanding water and/or sewer statements, fees or other charges until such time as these statements, fees or charges are paid in full.

I. Access to Premises

The duly authorized agents of LCU shall have access to the customer's premises at all reasonable hours for the purpose of installing, maintaining, inspecting, removing LCU's property, reading meters and other purposes incident to performance under or termination of LCU's contract with the customer and in such performance shall not be liable for trespass.

J. Right-of-Way Access

The customer shall grant or cause to be granted to LCU all rights, easements, permits and privileges which, in its opinion, are necessary for the rendering and maintaining of service. Such rights, easements and privileges shall be at no cost to LCU.

K. Un-authorized Work LCU's Water and Wastewater Systems

No person shall tamper with, work on, make connection with, or in any way alter or damage LCU's water and/or wastewater systems without prior written permission from LCU. If tampering is found and it causes LCU to repair or remove its services between the meter and the main, an amount equal to the tap-in fee or the actual cost to make repairs and reconnect service (whichever is greater) will be charged to the customer. In addition, a tampering fee (per the BoCC approved Rate Resolution in effect) may be imposed whenever there is an unauthorized connection to LCU's service lines. LCU may discontinue service

upon reasonable notice to the customer for any infraction of this regulation, per Florida Statute 812.14.

L. Protecting County Property

The customer shall properly protect LCU's property on the customer's premises and shall permit no access except to LCU agents, designees or persons authorized by law. In the event of any loss or damage to LCU property caused by carelessness, neglect, and misuse by the customer or an unauthorized agent of the customer, the cost of making repairs will be the responsibility of the customer.

When service lines, meters, mains or other equipment are damaged by contractors, construction companies, governmental agencies or others, such damages will be repaired by LCU and the cost to make repairs will be charged to the party or parties causing the damage.

M. Emergency Service

LCU receives requests from time to time from regulatory agencies, interested citizens or the BoCC to provide emergency water service to the residents of Lee County. The need for water service may arise from failure of a private water source, private treatment plant equipment failure or other conditions which produce a need to acquire water for immediate use. LCU will strive to provide water service on a temporary basis based on the needs and availability of water service. Under such conditions, LCU reserves the right to impose the financing of water or sewer connection fees if permanent connection to LCU's water distribution system is desired.

N. Continuity of Service

LCU will, at all times, use reasonable diligence to provide continuous service, and, having used reasonable diligence, will not be liable to the customer for failure or interruption of service. LCU will not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, and litigation, shutdowns for repairs or adjustments, interference by governmental agencies, failure of electric power, acts of God or other causes beyond its control. LCU will notify the local media a minimum of 24 hours in advance of any planned wide spread shut off. Smaller areas may be notified of shut off by use of door hangers.

III. WATER SERVICE – Terms & Conditions

A. Limitation of Use

Water service purchased from LCU shall be used by the customer only for the purposes specified in the application for service and the customer shall not sell or otherwise dispose of such service to other parties. Water service furnished to the customer will be rendered directly to the customer through LCU meter and shall be for the customer's own use. Where water is delivered to a multi-family unit, the customer shall not recover more than LCU's cost to deliver services to the customer plus administrative costs to manage the utility billing. Unless approved by LCU, no customer shall extend his lines across a street, alley, lane, court, avenue or other highway or property line without unity of title or an easement, in order to furnish service for adjacent property through one meter, even though such adjacent property is owned by them.

B. Extent of County Maintenance on the Water Systems

LCU is responsible for maintaining the service lines leading up to the customer's water meter. The water pipes and equipment located beyond the water meter are the responsibility of the customer.

C. Cross Connection Control

The customer's cross connection control system is designed to protect the public water supply from the possibility of contamination or pollution by isolating actual and/or potential cross connection from the public potable water supply system that could create backflow by backpressure or back espionage. Any customer, as deemed necessary by LCU, shall have appropriate and approved operating cross connection control assembly (ies). Customers are responsible for the installation and maintenance of their cross connection control assembly (ies). A cross connection control assembly (ies) not installed and operating properly shall constitute grounds for immediate water disconnection.

At the expense of the Customer, all cross connection control assemblies shall be inspected and tested upon installation and annually thereafter by a LCU approved Certified Cross Connection Control Assembly provider registered with LCU. A list of approved providers can be found on LCU's website. All test results must comply with the requirements specified in LCU's Cross Connection Control policy which is published on LCU's website. A copy of the inspection report must be supplied to LCU.

IV. SEWER SERVICE – Terms & Conditions

A. Common Residential Connections

A single connection serving two or more properties shall not be permitted. In no case will common plumbing to two or more lots or parcels of land be allowed.

B. Extent of County Maintenance on the Sewer System

LCU shall not be responsible for the repair and maintenance of house connections to service laterals nor for privately owned pumping stations, force mains and wastewater. LCU shall be responsible only for the repair and maintenance of all LCU wastewater, pumping stations and force mains in LCU's system and shall make a diligent effort to inspect and keep these facilities in good repair.

C. Customer's Maintenance

The customer shall have ownership of and be responsible for the maintenance of all piping from the designated service lateral, the plumbing from the connection at the service lateral, into and including the house plumbing. The customer shall be responsible for connections made to LCU's piping including the integrity of the connection to a LCU service lateral. Costs for correcting improperly made connections shall be the responsibility of the property owner. The customer is responsible for providing an accessible clean-out at the wastewater tap or before the wastewater tap on the customer's side of the service lateral. LCU shall have the right to inspect the house connection and plumbing and to discontinue water service to any customer or property owner who fails to maintain the plumbing to the extent that it may or does cause harm to the wastewater facilities. Removal of the clean-out to allow groundwater drainage from the customer's property or adjacent property is not permissible. A fine may be assessed to the customer for each occurrence as established by the current BoCC approved Rate Resolution in effect.

In the case of municipally or privately owned utilities, LCU's responsibility for the cost of maintenance ends at the point of connection to LCU systems. LCU retains all rights to insist on proper maintenance of these facilities and to exclude filtration, inflow and/or harmful wastes by the owners.

D. Septic Tank Waste

All septic tank and/or sewage treatment plant sludge waste which is transported to LCU owned treatment plants, sanitary landfill or other permitted areas by tank truck will be charged for treatment and the disposal of these wastes as established by LCU BoCC approved Rate Resolution in effect.

LCU does not accept septic waste, sewage treatment plant sludge wastes or septic tank pump-outs at its collection system or wastewater treatment facilities.

E. Industrial Waste

Whenever sewage or liquid wastes from any manufacturing or industrial plant, building or premise (not including storm water) is considered excessive or detrimental to LCU's wastewater collection system or treatment facilities, charges for the disposal of said waste will be established by contract or by a special charge for unusual cases. In lieu of the special charge, LCU has the right to require the pretreatment of industrial wastes and charges for excessive parameters and higher levels of contaminants may be imposed.

LCU has the power, jurisdiction and supervision over all dischargers of wastewater into LCU owned treatment facilities, including the wastewater collection systems and all associated piping, lift stations and pump stations. LCU Industrial Pretreatment of Wastewater Ordinance and Grease Management Ordinance prohibit industrial users from discharging any pollutant that may cause, pass through or interference with any part of LCU facilities.

V. RECLAIMED WATER – Terms & Conditions

Customers wishing to use reclaimed water shall enter into an agreement with LCU. Reclaimed water shall only be used for the purposes specified in the agreement. All reclaimed customers shall have an appropriate and approved cross connection control device on their potable water services. The necessity for this is to provide all potable water customers with additional safety factors involving their potable water.

VI. BILLING

A. New Customer Account Applications

1. New Customer Account Application Packet

Service is furnished only upon written application submitted to and accepted by LCU and upon payment for all applicable connection, security deposits or other service fees. The conditions of such application and the resulting agreement for service are binding upon the customer as well as upon LCU. Such application will protect both parties from error or irresponsible actions of others. Applications are accepted by LCU with the understanding that there is no obligation on the part of LCU to render service other than that which is then available from its

existing facilities. An application form can be found on the following website, <http://www.leegov.com/utilities/>.

Due to the Federal Trade Commission's (FTC) Red Flag (Identity Theft Protection Program) requirements, no application for service shall be accepted without the following:

1. A Signed Application
2. Proof of ownership, lease or rental agreement, or listing agreement.
3. A government issued photo id or a W-9 for business accounts

Applications for service requested by firms, partnerships, associations, etc. shall be submitted in writing to LCU only by duly authorized agents, legally empowered to represent them. When service is rendered under an agreement entered between LCU and agent or the applicant, the use of such service by the applicant shall constitute full and complete ratification of such agreement.

2. Guarantee Customer Deposits

a) Initial Customer Deposits Collected

Upon opening an account, a guarantee deposit or irrevocable letter of credit from a bank shall be provided by the customer for each service address. The amount thereof shall comply with the appropriate current BoCC approved Rate Resolution.

b) Waiving Customer Deposit

Deposits may be waived for **single family residences only** under one of the following two conditions:

- (1) The customer has had an established account with LCU within the last two (2) years meeting the following criteria's:
 - (a) The service provided by LCU was for 12 consecutive months.
 - (b) During these months, service was not disconnected for a delinquent unpaid balance and the account has had less than two (2) late charges posted to it for past due balances.
 - (c) No dishonored payments were received by LCU from the customer.
- (2) The customer can provide a letter of reference from their previous utility provider (Gas, Water, Electric) confirming that services were provided within the last 2 years AND that their account has had a good payment history within the last 12 months of service.

c) Irrevocable Letters of Credit

An irrevocable letter of credit from an approved bank may be accepted to guarantee deposits of \$10,000 or greater. A blanket irrevocable letter of credit from an approved bank may be accepted to guarantee deposits for the same customer with multiple guarantee deposits totaling \$10,000 or greater. It is the responsibility of the customer to keep the letter of credit current, notifying their bank before the annual renewal date. If a letter of credit expires without renewal, the customer will be billed a guarantee deposit(s) for each account, the amount thereof shall comply with the appropriate fee schedules. The customer will be allowed twenty (20) calendar days to pay the guarantee deposit after billing or to provide a new letter of credit.

d) Refunding of Customer Deposit

Customer deposits will be credited to the customer's account when a single-family residential customer has had twenty-three (23) months of continuous service, has not provided LCU with a dishonored payment, has not had more than two (2) late payments, their service was not disconnected for non-payment and the customer has not illegally tampered with their water meter. If a customer terminates service before 23 months of continuous service has lapsed, the security deposit(s) will be applied as a credit to the their final bill. Any remaining credit balance will be refunded to the customer. Requests to issue County Warrants (refunds) must be verified and checks issued via the Lee County Finance Department

in compliance with Lee County's Procurement Management Manual. The processing time for deposit refunds can take between 2-4 weeks from regular billing date. No LCU employee, or other County employee, or contract operator for LCU, has authorization to directly disburse funds to the customer. LCU and its employees shall strictly adhere to disbursement transactions which are legal and proper, and in full compliance with all appropriate policies and procedures as established by LCU.

Seasonal customers will be allowed to maintain deposits on file, in order to easily facilitate their return within the year.

e) Transfer of Customer Deposit to another Service Address

A customer may transfer a deposit from one service location to another when the following items are completed:

- (1) Customer provides a turn-off date for the account which holds the deposit being transferred.
- (2) Turn-off date for previous location and turn-on date for current location is not greater than 30 calendar days.
- (3) Customer account is not in arrears at the time request is made to transfer deposit.
- (4) The name for both accounts remains exactly the same.

An additional amount may be required when a change in classification, meter size or services occurs between old and new accounts.

For customer convenience, LCU will allow twenty 20 calendar days from the last bill date for customers transferring deposits to pay additional amounts required. If monies are not received in the LCU Billing Office by the final due date specified on any reminder notices provided to the customer, water service may be discontinued at the new address and additional service charges may be applied to their account.

f) Transfer Customer Deposit to another Customer

The customer guarantee deposit is required as security for payment of the customer's water and/or sewer bills. It is not transferable to another customer.

g) Customer Deposits Not Required

Governmental agencies, other public utilities, State Universities and Colleges and Non-Profit Organizations (such as churches, schools and other charitable groups) are not required to pay a deposit. All Non-Profit Organizations who wish to waive their deposit must be registered with the State of Florida and provide LCU with a copy of their Certificate of Exemption.

h) Additional Customer Deposits

Additional customer guarantee deposit amounts may be required in order to secure payment of current bills. If a deposit does not currently exist on an account, the full amount of the water and/or sewer deposit required per current resolution will be charged to the account. If a deposit exists for an account, which is less than the amount required per the current resolution, the difference will be charged to the account to bring the deposit up to current requirements.

An additional deposit(s) may be required when the customer, in the preceding twelve months, had either of the following happen:

- (1) Paid their Utility bill using a dishonored instrument,
- (2) Had their service discontinued for nonpayment, more than 3 times,
- (3) Tampered with the meter,
- (4) Used service in an unauthorized or fraudulent manner.

When there is a discontinuance of service, an additional deposit may be required prior to reinstating service. In cases where service is not discontinued and additional deposit(s) are required, the customer will be given written notice stating the reason for the additional deposit and they will be provided with the amount(s) due. The full amount due must be in the LCU Customer Service Center by the due date on the next issued bill in order to avoid disconnection of service.

When a residential customer who has been required to pay any of the above additional deposits, has had no occurrences of infractions, for a period of twenty-three (23) months, that customer shall be returned to "good payment" status. Once such status is achieved, any deposits held will be credited to the customer's account. If any delinquent customer that has re-obtained a "good payment" status becomes delinquent

subsequently, the customer shall be required to pay a customer guarantee deposit for all water or wastewater service.

3. Prior Indebtedness

LCU may withhold or discontinue service rendered under an application made by any member or agent of a family, household, organization or business until all prior indebtedness to LCU of such family, household, organization or business has been paid in full.

4. Multiple Premises Served Through Same Meter

When two or more premises are served through the same meter, the owner of such premises must sign an application for service and accept full responsibility for the payment for all service rendered, since no method is available to LCU for prorating charges for service among the occupants of the several premises.

B. Transfers within LCU Service Area

When a customer moves to a new residence within the LCU service area, the Customer must complete the following:

1. Bring their account balance(s) to current,
2. Complete a Transfer Request form,
3. Provide proof of ownership, rental agreement or lease,
4. Provide a valid Government issued photo ID or a W-9 for commercial businesses.

There can only be a 30 day difference between the turn-off date (for the old residence) and the turn-on date (for the new residence).

Additional deposits may be applied to the customer's account when the level of service increases from the old address to the new address.

C. Returning Customers at Same Site Address

A customer may reconnect service at the same address without completing a new account application and paying a deposit unless the following conditions exist:

1. It has been over two (2) years since the owner of property has had service with LCU or
2. If it has been under two (2) years since the owner of the property has had service with LCU and their account has been in poor standing.

In these cases, the customer will be required to complete a new account application and pay a deposit.

D. Name Changes

Name changes are acceptable when such name change does not transfer deposit amount or payment responsibility to another customer, but only after appropriate legal documentation is received in the LCU Customer Service Center.

E. Third Party Notifications

Third party notification is available for customers who wish to have a designated third party receive a duplicate bill or reminder notice, if one is issued to the customer. The customer remains responsible for all payments as shown on the bill, not the third party. It is the responsibility of the customer and the designated third party to make payment arrangements, not the utility. If payment is not received, the services may be disconnected/terminated for nonpayment of an unpaid previous balance.

F. Terminating Service

When a customer terminates service or there is a change of occupancy, the outgoing customer must notify LCU at least one (1) business day in advanced of the day the account needs to be closed. The outgoing customer will be held responsible for all water service rendered until notice has been received by LCU. If notice has not been received by LCU, the application of a successor occupant for water service will automatically terminate the prior customer's account.

G. Rates and Fees

Each bill for water service shall not be less than the minimum charge specified per current BoCC approved Rate Resolution in effect.

These charges include but are not limited to:

1. Base Charges

Base Charges covers the fixed expenses associated with the operations and maintenance costs for providing water service. First and last bills will reflect

prorated base charges based upon the number of days of service in each billing period.

2. Usage Fees

The usage fees are the variable costs associated with treating water and are billed in one thousand gallon increments.

3. Service Fees

The customer shall reimburse LCU for all extra expenses incurred by LCU. The charge to cover such extra expenses shall be the actual costs to LCU but in no event shall said charges be less than the rate approved by the current BoCC approved rate resolution in effect at the time of occurrence.

Services charges include:

- a) The cost to establish a new customer account.
- b) The cost associated with disconnection for non-payment.
- c) Charges associated for special trips to customer's premise address.
- d) Return payment fees.
- e) Late Payment fees.

4. Wellfield Development Surcharge

The Wellfield Development Surcharge is assessed those customers whose monthly water consumption exceeds their initial water conservation block during the monthly billing period.

5. Administrative Fees

The administrative fee is assessed to recover the cost to print and deliver the bill statements to the customer. This fee shall be prorated based on the actual number of days of service shown on the customer's first bill and final bill.

No vacation rates are utilized for seasonal customers.

H. Billing Cycle and Due Dates

1. Billing Cycle

Invoices for water service will be printed and distributed to the customer monthly. The bills will be considered payable when either mailed or a notice has been e-mailed to the customer specified on the customer's account or the customer's paperless billing request.

2. Evidence of Consumption

The services rendered by LCU shall be measured by a water meter. The meter readings shall serve as prima facie evidence of the quantity of water delivered to the customers.

3. Due Dates

Payments for bills are due twenty (20) calendar days after the “Bill Date” shown on the invoice and shall not be considered as having been paid until payment has been received by LCU Customer Service Office. Non-receipt of bill by the customer shall not release or diminish the obligation of the customer with respect to the payment thereof.

4. Preferred Due Dates

Customers on fixed income (such as SSI or disability) may qualify for a preferred bill due date. An application can be obtained from the Customer Service Office and must be submitted, with the appropriate documentation to qualify for this program. The invoice is mailed to the customer with other bills within the same billing cycle; however, the due date will be for the preferred due date requested by the customer, but not less than the number of days given other customers within the same billing period.

I. Bill Disputes

All meters are tested by the manufacturer prior to installation at the customer’s premise and larger meters are tested by LCU periodically thereafter. However, whenever a dispute of the meter reading occurs, the customer may elect to request the following:

1. Meter Re-Read

Customers are allowed to have their meter reading verified once per a 12 month period at no charge. Additional re-read requests are subject to a trip charge per BoCC approved Rate Resolution in effect.

2. Field Tests

Customers who have a 5/8”, 3/4” or 1” meter can request that their meter be tested in the field. This is a simple test that verifies that the meter is properly recording water usage. This is accomplished by running 10 gallons of water through a flow gauge and verifying that the meter’s register recorded the proper usage.

3. Meter Bench Test

A bench test is a comprehensive test which involves removing the meter from the site and testing it on a calibrated water meter bench device. The meter will undergo a series of tests to verify whether the meter is accurately reflecting water usage.

Any meter which has an error rate more than the recommended standard limits established by the American Water Works Association will be replaced and LCU will estimate the bill for the billing period(s) by either adopting and using the registration of a correct meter or by a comparison with the amount of usage during the corresponding period of a previous month, months or years, taking into account the capacity of the installation.

If tests show the meter to be accurate, the cost associated with the test will be charged to the customer based on the current BoCC approved Rate Resolution in effect.

J. Rate Review for Unexpected Water Loss

Upon written request, LCU may allow one (1) rate review per year, twelve (12) billing periods, not to exceed two consecutive months in the following manner:

The billing shall be based on the three (3) billing periods immediately preceding the leak billing in order to determine the average consumption for the leak billing. The average number of gallons will be subtracted from the actual gallons billed for the leak period. The remaining gallons will be calculated at the lowest per thousand gallons rate as indicated in the current rate resolution. If necessary, due to seasonal occupancy, previous year's water usage for the same time period may be used to determine average usage for the three billing periods. When customers use above average water usage to fill swimming pools, fountains, etc. no water adjustments apply.

The rate review shall not be applied until LCU has evidence that the leak or other cause for high consumption has been corrected, either by presentation of plumber or parts statement, a letter or email has been received from the customer advising the leak has been repaired or the meter readings indicate a return to normal usage.

This rate review policy is subject to change or maybe cancelled without notice.

Utilities Customer Service Representatives may approve payment terms for excessive water and sewer bills which originate due to leaks. No interest shall apply to this method of partial payment.

K. Back Billings and/or Adjustments for Overbilling

Back billing may occur when the customer has withheld changes or provided information, knowingly or unknowingly that causes the customer's billing amount to be less than actual circumstances dictated.

Back billing may also occur when any water meter has been found to be defective or ceases to properly register water passing through the meter. The meter will be repaired or replaced and LCU will estimate the bill for the period either by adopting and using the registration of a correct meter or by a comparison with the amount of usage during the corresponding period of a previous month, months or years' usage, taking into account the capacity of the installation.

Charges may be back billed for a period up to twelve (12) months from the time a water meter is found to be defective or when it is found that the customer has knowingly or unknowingly withheld changes.

Water service overcharges may be refunded for a period of up to forty-eight (48) months from the time a LCU error is identified (Per Florida Statute 95.11(3)(k) & (m)). Customers are responsible for providing accurate information regarding the correct water user classifications.

L. Penalties

1. Insufficient Funds

Upon receipt of such document, which includes payment of a delinquent balance, LCU shall notify the customer that they have five (5) working days to honor such payment by presenting cash or money order at LCU Customer Service Office or service will be eligible for disconnection.

All checks or instruments returned are subject to a return charge as specified by ordinance or rate resolution. Customers who have more than three (3) checks or instruments returned per calendar year may be subject to being billed an additional security deposit.

2. Prosecution for Insufficient Fund Checks

Customers who are repeat offenders in issuing insufficient fund checks may be prosecuted for a dishonored check as follows:

- a) LCU will notify the customer that they have five (5) calendar days from the date of the notification letter to make the check good.
- b) If after five (5) days the customer has not paid, the Sheriff's department may be notified by LCU to proceed with legal action.
- c) All dishonored checks under \$50 may be prosecuted as a misdemeanor charge and all checks for \$50 or more may be prosecuted as a felony.

3. Unauthorized Water Usage

All unauthorized water used shall be charged to the user at three (3) times the estimated usage amount at the rate specified in the current BoCC approved Rate Resolution in effect. In addition to water usage fees, a tampering fine(s) may be charged based upon the conditions of the current BoCC approved Rate Resolution in effect. If a construction contractor has been found to be an unauthorized water user, they may be prohibited from obtaining a construction contract with Lee County and/or working as a subcontractor for any Lee County Contract.

M. Collection Process

1. Reminder Notices

For the customer's convenience, when there remains an unpaid balance of \$25.00 or more, twenty (20) calendar days from the billing date, a reminder notice will be issued, providing a final due date of five (5) additional working days. This is the only notice a customer will be issued prior to termination of service. No courtesy calls will be made to the customer before disconnection for unpaid previous balance.

2. Delinquent Monthly Water Service Bills

Those bills not paid within twenty (20) calendar days after the Bill Date or by the preferred due date are considered past due.

3. Disconnection of Service

If bills are not paid within 30 days of bill issuance, the account is eligible to receive a late fee and the water service may be discontinued. Payments "in the mail" do not constitute payment thereof. If an Unpaid Past Due Balance appears on the bill, the Unpaid Past Due Balance amount is not extended to the current month's due date, but subject to the prior billing month's due date. Due dates are applicable to current billing charges only. Any account reflecting an Unpaid Past Due Balance amount is subject to immediate disconnection. Service may not be

reinstated until the final statement is paid in full and the customer makes application for service and pays the guarantee customer deposit at the then established rate and all other applicable charges, as provided hereinabove.

LCU may discontinue service after reasonable notice, unless otherwise stated hereinbefore, to any customer for an infraction of these herein stated procedures and regulations, for nonpayment of bills, or for any reason that may be detrimental to the water system; further, LCU has the right to withhold service until the reason for the discontinuance is corrected and all costs due LCU are paid. Those costs may include delinquent billings, turn-off and turn-on fees, other fees and deposits, and payment for any damage caused to the sewer and/or water system. Should a discontinued water service be turned on without authorization, LCU shall have the right to have the water meter removed and to make an appropriate charge.

4. Bills from a Previous Location

When there remains an outstanding final statement, connection fee or other charges for water and/or sewer due LCU at any previous or current location, a customer's water service may be discontinued and no new application shall be accepted until such fees, charges or amounts are paid in full.

N. Public Records

As a State of Florida governmental agency, LCU is subject to Florida's open records laws (Per Florida Statute, Chapter 119, Public Records). This law mandates that LCU's customer records are open for personal inspection by any person unless the record(s) have been deemed exempt (or protected) to safeguard the home addresses and telephone numbers of victims of crime, public officials, judges, public safety officers, fire fighters etc.

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

Blue Sheet No. 20130798

ACTION REQUESTED/PURPOSE:

Approve a request to reconvey those rights held by the County in an unused and remaining portion of a frontage road easement at the southeast corner of the intersection of Alico Road and Phlox Drive to Sue Ann Mayhood and David Mayhood (the current property owners), authorize the Board Chair to execute a County Deed for this purpose and authorize the Office of the County Attorney to handle and complete all documentation necessary.

FUNDING SOURCE:

N/A (Requesting party will provide necessary recording fees.)

WHAT ACTION ACCOMPLISHES:

Releases to the requesting property owners any remaining right, title or interest held by the County in the frontage road easement given to the County in 1985.

MANAGEMENT RECOMMENDATION:

Departmental Category: C14A

Meeting Date: 10/1/2013

Agenda:

Consent

Requirement/Purpose: (specify)

- Statute §255.22, F.S.
- Ordinance
- Admin Code
- Other

Request Initiated

Commissioner:

Department: COUNTY ATTORNEY

Division: No Divisions

By: John Fredyma

Background:

The Alico Plaza (a commercial office property) is owned by Sue Ann Mayhood and David Mayhood. They have requested a re-conveyance of the County's interest in an unused portion of a frontage road first conveyed to Lee County by their predecessor in title by instrument dated June 21, 1985, and recorded in the Public Records of Lee County, Florida, on December 5, 1985, in Official Records (O.R.) Book 1817, Page 1304.

Florida Statute §255.22, authorizes the County to re-convey property originally donated for a specific purpose if a request is received from an adjacent property owner and the County has not used the property for such purposes for a period of sixty consecutive months. A review of the documentation concerning the frontage road referenced above indicates the statutory requirements for re-conveyance have been met. The request was originally submitted as a Petition to Vacate; however, the request should instead be heard as a request for re-conveyance. Copies of letters of review and recommendation offering "no objection" to the request are attached from the Florida Department of Transportation, Lee County Department of Transportation, Lee County Division of Natural Resources and Lee County Utilities. Other servicing utilities have also offered "no objection" to the request to eliminate the frontage road easement.

Attachments: (1) County Deed with legal description/sketch

(2) Color Aerial showing approximate location of requested re-conveyance

(3) 1985 Exclusive Frontage Road Easement Grant

(4) Reviewing entities' letters of "no objection"

11. Required Review:

<i>Andrea Fraser</i>	<i>Anne Henkel</i>	<i>Peter Winton</i>	<i>Peter Winton</i>		
COUNTY ATTORNEY	Budget Analyst	Budget Services	County Manager		

12. Commission Action:

Prepared By:

Lee County Attorney's Office
P.O. Box 398
Fort Myers, Florida 33902

STRAP Number: 09-46-25-09-00000.00CE

COUNTY DEED

THIS DEED is given this ____ day of _____, 2013, by **LEE COUNTY**, a political subdivision of the State of Florida ("*Grantor*"), whose mailing address is P.O. Box 398, Fort Myers, FL 33902-0398, to **SUE ANN MAYHOOD and DAVID MAYHOOD**, as Joint Tenants with Rights of Survivorship ("*Grantee*"), whose mailing address is 24020 Production Circle, Bonita Springs, Florida 34135.

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Lee County, Florida, hereby conveys to the Grantee and its assigns forever, all right, title and interest in the following:

A portion of the frontage road easement grant first described in the Exclusive Frontage Road Easement Grant first conveyed to Lee County by Donald W. Forbes, Ronald E. Stone, Monika E. Farmar, S. Irene Salpietro, T. Rogers and Donald W. Forbes, Trustee, by instrument dated June 21, 1985, and recorded in the Public Records of Lee County, Florida, on December 5, 1985, in Official Records (O.R.) Book 1817, Page 1304.

The portion of the frontage road easement grant conveyed herein is located in Section 09, Township 46 South, Range 25 East, Lee County, Florida, and is more particularly described in attached Exhibit "A," and made a part hereof.

Sue Ann Mayhood and David Mayhood are the successors in interest to the Grantor in the forgoing Exclusive Frontage Road Easement Grant.

This conveyance is made pursuant to a request for re-conveyance pursuant to §255.22, Florida Statutes, and conveys only the interest of Lee County and its Board of County Commissioners in the property herein as therein described, and does not warrant the title or represent any state of facts concerning the title.

IN WITNESS WHEREOF the COUNTY has caused these presents 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: _____

Cecil L Pendergrass
Chair

[Type or Print Name]
Deputy Clerk

APPROVED AS TO FORM

By: _____

Office of the County Attorney
John J. Fredyma
Assistant County Attorney

DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING A PORTION OF LOTS 1 THROUGH 17, BLOCK 225, SAN CARLOS PARK, AN UNRECORDED PLAT AS SHOWN IN O.R. BOOK 50, PAGES 509 THROUGH 512, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN O.R. BOOK 1817, PAGE 1304, LESS D.O.T. PARCEL 218, AS DESCRIBED IN ORDER OF TAKING, CASE NO. 99-6791-CA-JBR DATED NOVEMBER 1, 1999. THE REMAINING PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

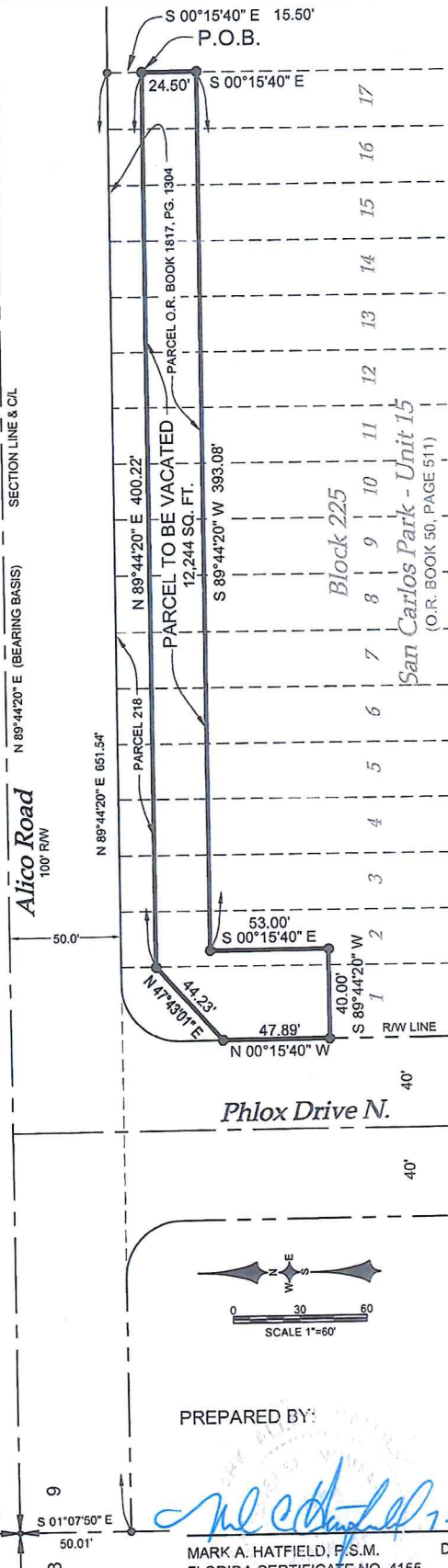
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 17 BEING ALSO THE NORTHEAST CORNER OF SAID PARCEL 218 AND THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1817, PAGE 1304; THENCE S. 00°15'40" E. ALONG THE EAST LINE OF SAID LOT 17 AND OTHER PARCELS DESCRIBED ABOVE, A DISTANCE OF 15.50 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 218 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S.00°15'40" E. CONTINUING ALONG SAID LOT LINE AND THAT CERTAIN PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1817, PAGE 1304, A DISTANCE OF 24.50 FEET; THENCE ALONG THE BOUNDARY OF SAID PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1817, PAGE 1304 FOR THE NEXT FOUR (4) COURSES: S.89°44'20"W. A DISTANCE OF 393.08 FEET; THENCE S.00°15'40"E. A DISTANCE OF 53.00 FEET; THENCE S.89°44'20"W. A DISTANCE OF 40.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF PHLOX DRIVE NORTH; THENCE N.00°15'40"W. ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 47.89 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 218; THENCE ALONG THE BOUNDARY OF SAID PARCEL 218 FOR THE NEXT TWO (2) COURSES; N.47°43'01" E. A DISTANCE OF 44.23 FEET; THENCE N.89°44'20"E. A DISTANCE OF 400.22 FEET TO THE SAID POINT OF BEGINNING OF THIS DESCRIPTION. CONTAINING 12,244 SQUARE FEET OR 0.28 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THE DESCRIPTION SHOWN HEREON IS NEW.
2. NO SEARCH OF THE PUBLIC RECORDS WAS CONDUCTED BY THIS OFFICE FOR THE EXISTENCE OF EASEMENTS, RESERVATIONS, OR RIGHTS-OF-WAY.
3. BEARINGS BASED ON THE N. LINE OF SEC. 9 AS BEARING N.89°44'20"E.
4. DESCRIPTIONS WERE PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH OR ABSTRACT.
5. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP IS NOT VALID.
6. THIS IS NOT A SURVEY!

LEGEND:

P.G. = PAGE
 O.R. = OFFICIAL RECORDS
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT



PREPARED BY:

Mark A. Hatfield 7-5-10
 MARK A. HATFIELD, P.S.M. DATE
 FLORIDA CERTIFICATE NO. 4155

MDA PROJECT: 10053	
CHECKED BY: MAH	DRAWN BY: MAH
DATE: 7-15-10	
SHEET 1 OF 1	

DESCRIPTION DRAWING
 PARCEL OF LAND IN SECTION 9,
 T. 46 S., R. 25 E., LEE COUNTY,
 FLORIDA
 MAYHOOD EASEMENT VACATION

MORRIS DEPEW
 ENGINEERS • PLANNERS • SURVEYORS
 LANDSCAPE ARCHITECTS
 FL CA NO. 6532 / FL CERT NO. LB6891 / LC26000330

- Fort Myers
- Tallahassee
- Gainesville

2314 Cleveland Avenue
 Fort Myers, Florida 33901
 (239) 337-3354
 Fax: (239) 337-3994
 Toll free: 855-337-7341



Aerial Map

Section 9, Township 45-S, Range 25-E
Lee County, Florida

RECEIVED
DEC 20 2012

COMMUNITY DEVELOPMENT

EXCLUSIVE FRONTAGE ROAD EASEMENT GRANT

2023976

21.00
50
3.00

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: H. FERNSTROM, D.C.

THIS INDENTURE, made and entered into this ____21st____ day of ____June____, A.D. 1985, between DONALD W. FORBES, RONALD E. STONE, MONIKA E. FARMAR, S. IRENE SALPIETRO, T. ROGERS, and DONALD W. FORBES, TRUSTEE, whose address is 3322 Gladiolus Drive, Ft, Myers, Florida 33908 _____ individually or as Trustee, hereinafter referred to as Grantors; and LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as Grantee:

WITNESSETH:

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to the Grantee, its successors and assigns an exclusive forty foot wide (40') frontage road easement situated in Lee County, Florida and located and described as as follows:

LEGAL DESCRIPTION

Documentary Tax Pd. \$ 50
Intangible Tax Pd.
CHARLIE GREEN, CLERK, LEE COUNTY
By: H. Fernstrom Deputy Clerk

SEE ATTACHED EXHIBIT "A", METES & BOUNDS DESCRIPTION AND SURVEY SKETCH, ATTACHED HERETO AND MADE A PART OF.

2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew and maintain only a 22 FOOT WIDE FRONTAGE ROAD, together with necessary drainage facilities and other appurtenances, to be located on, over, across and through the

above described property with the additional right, privilege and authority to remove, replace, repair said roadway and appurtenances, and to trim and remove roots, shrubs, bushes and plants which affect the operation of this said facilities.

3. Title to the Lands affected hereunder shall remain in the Grantor, Grantor's successors, appointees and assigns.

4. Grantors covenant to and with Grantee that subject to existing and recorded easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and telegraph lines covering the land herein described, Grantors are lawfully seized and possessed of said lands, have good and lawful right and power to sell and convey them, and that they are free and clear of all liens and encumbrances, except as herein stated; and accordingly, Grantors will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

5. This Agreement shall be binding upon the parties hereto, their successors and assigns.

WITNESSES:

GRANTOR OR GRANTORS:

James Kim
Teal C. Hurlburt
x Karen M. Ashwell
Teal C. Hurlburt
Teal C. Hurlburt
James Kim
Teal C. Hurlburt
x Karen M. Ashwell
Teal C. Hurlburt
Helen C. ...
Teal C. Hurlburt
James Kim

Donald W. Forbes
DONALD W. FORBES
Ronald E. Stone
RONALD E. STONE
Monika E. Farmar
MONIKA E. FARMAR
S. Irene Salpietro
S. IRENE SALPIETRO
T. Rodgers
T. RODGERS
Donald W. Forbes
DONALD W. FORBES, TRUSTEE

STATE OF FLORIDA
COUNTY OF Lee

Before me personally appeared Donald Forbes, Ronald Stone, Monika Farmar, S. Irene Salpietro, T. Rodgers

to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that they executed this said easement instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 21st day of June A.D., 1985.

Karen M. Ashwell
Notary Public

My Commission expires Notary Public, State of Florida at Large
My Commission Expires Apr. 3, 1990
BONDED THRU HUCKLEBERRY, SIBLEY & HARVEY INSURANCE & BONDS, INC



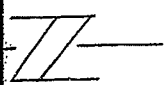
THIS EASEMENT DOCUMENT WAS PREPARED BY THE GRANTOR AND LEGAL PREPARED BY THE GRANTOR AS DESCRIBED AND ATTESTED TO.

OFF 1817461307
REC

DESCRIPTION

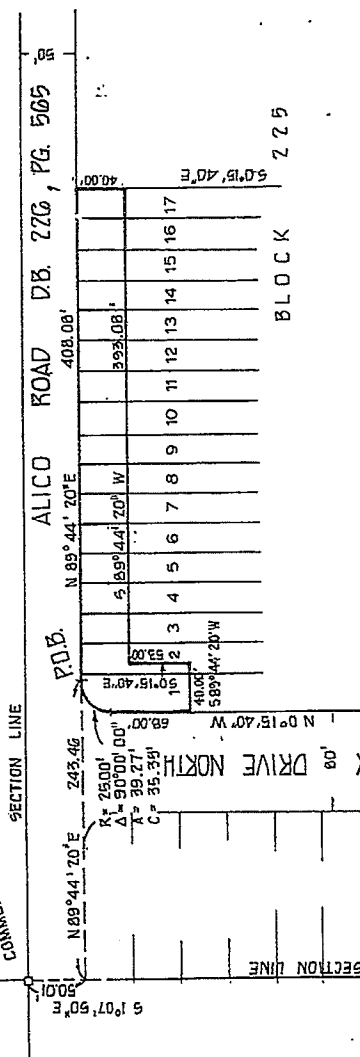
THAT PART OF LOTS 1 THROUGH 17, BLOCK 225, SAN CARLOS PARK UNIT 15, SECTION 9, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORD BOOK 50, AT PAGE 511 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9; THENCE S 1°07'50"E (BASIS OF BEARINGS BEING THE MAP OF SAID SAN CARLOS PARK UNIT 15) ALONG THE WEST LINE OF SECTION 9 FOR 50.01 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ALICO ROAD (DEED BOOK 226 PAGE 565, LEE COUNTY PUBLIC RECORDS) AND THE NORTHWEST CORNER OF LOT 1, BLOCK 224, OF SAN CARLOS PARK UNIT 15, AS RECORDED IN OFFICIAL RECORD BOOK 50, AT PAGE 511 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N 89°44'20"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF ALICO ROAD FOR 243.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 89°44'20"E ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 408.08 FEET TO THE NORTHEAST CORNER OF LOT 17, BLOCK 225, OF SAID SAN CARLOS PARK UNIT 15; THENCE S 0°15'40"E, LEAVING SAID RIGHT-OF-WAY LINE, FOR 40.00 FEET; THENCE S 89°44'20"W FOR 393.08 FEET; THENCE S 0°15'40"E FOR 53.00 FEET; THENCE S 89°44'20"W FOR 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PHLOX DRIVE NORTH, AS SHOWN ON SAID MAP OF SAN CARLOS PARK UNIT 15; THENCE N 0°15'40"W ALONG SAID RIGHT-OF-WAY FOR 68.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET, AND AN INTERIOR ANGLE OF 90°00'00" FOR 39.27 FEET TO THE POINT OF BEGINNING, CONTAINING 19,509 SQUARE FEET OR 0.445 ACRES, MORE OR LESS.



CLEARANCE
 OFFICE OF RECORDS
 RECORDS IN OFFICIAL
 RECORDS
 LEE COUNTY, FLORIDA
 RECORD VERIFIED
 DEC 5 8 58 AM '85
Charles J. ...

OFF 181761308
 REC



SCALE: 1" = 100'
 BASIS OF BEARINGS:

THIS IS NOT A FIELD SURVEY

R=RECORD M=MEASURED
 ELEVATIONS BASED ON N.G.V.D.
 B.M.

FOR

CERTIFICATE
 I hereby certify that the above sketch is a delineation of the accompanying legal description and is accurate and correct to the best of my knowledge and belief.
Henry J. ...
 State of Florida
 Registered Land Surveyor No. 3921

CH. TO 4000' x 63.00'
 CHANGE FROM 25.00'
 TO 40.00'
 REVISIONS
 ORIGINAL

DATE	ORDER NO.	FIELD BOOK	REVISIONS	ORIGINAL
7-8-85	850701Z			
10-4-85	8510004			
10-9-85	8510023			



Deni Associates
 GEODETIC & CADASTRAL SURVEYS
 AERIAL PHOTO CONTROL
 PRECISION & ENGINEERING SURVEYS
 FT. MEERS, FL 32068
 (904) 487-0000



Florida Department of Transportation

RICK SCOTT
GOVERNOR

2981 NE Pine Island Road
Cape Coral, FL 33909

ANANTH PRASAD, P.E.
SECRETARY

August 27, 2012

Ms. Sheila M. Holland
Planning Tech
Morris-Depew Associates, Inc.
2914 Cleveland Avenue
Fort Myers, Florida 33901

RE: Vacation Parcel of Land lying in Section 09, Township 46, Range 25 East, Lee County Florida, Being a portion of Lots 1 through 17, Block 225, San Carlos Park, Unit 15, An Unrecorded Plat as shown in O.R. Book 50, Pages 509 through 512, Public Records of Lee County, Florida, being more particularly described as that certain parcel of land as described in O.R. Book 1817, page 1304, Less D.O.T. Parcel 218, as described in Order of Taking, Case No. 99-6791-CA-JBR dated November 1, 1999. This area contains 12,244 square feet or 0.28 acres more or less.
Site Address: Alico Plaza Commercial Office Condo Desc. OR 1879 PC 1620 C/E.

In response to your letter dated August 22, 2012, we have reviewed the information you submitted. Since this request does not impact the Department of Transportation, we "Defer to Lee County" this vacation request.

Sincerely,

Richard K. Beveridge
Maintenance Manager
Fort Myers Operations Center

(239)656-7800

RECEIVED
DEC 20 2012
COMMUNITY DEVELOPMENT

RECEIVED AUG 15 2012



John E. Manning
District One

Brian Bigelow
District Two

Ray Judah
District Three

Tammy Hall
District Four

Frank Mann
District Five

Karen B. Hawes
County Manager

Michael D. Hunt
County Attorney

Diana M. Parker
County Hearing Examiner

August 14, 2012

Ms. Sheila M. Holland
Planning Technician
Morris Depew
2914 Cleveland Avenue
Fort Myers, FL 33901

Re: Petition to Vacate Right-of-Way Located at STRAP No. 09-46-25-09-00000.00CE; Fort Myers 33967

Ms. Holland:

Based on the Amended Stipulated Final Judgment entered into between Lee County and William Baker in case number 99-CA-67910, the Lee County Department of Transportation offers no objection to the vacation of the frontage road referenced in the subject Petition to Vacate without requiring a cross access easement. Notwithstanding, Lee County maintains the right to require a cross access easement at a future date if required under Lee County development regulations.

Very truly yours,

A handwritten signature in blue ink that reads "Howard Coachman".

Howard Coachman
Technician II
Lee County Department of Transportation

cc: DOT/PTV File (Alico Road/Phlox Dr. N)





John E. Manning
District One

September 7, 2012

(239) 533-8124

Brian Bigelow
District Two

Ray Judah
District Three

Tammy Hall
District Four

Frank Mann
District Five

Ms. Sheila M. Holland
Morris Depew
2914 Cleveland Ave.
Fort Myers, Florida 33901

Karen B. Hawes
County Manager

Re: Request for letter of Review and Recommendation to Vacate a Parcel of land lying in Section 9, Township 46 South, Range 25 E, Lee County, Florida, being a portion of Lots 1 through 17, Block 225, San Carlos Park, an unrecorded plat as shown in O.R. Book 50, Pages 509 through 512, Public Records of Lee County, Florida, being more particularly described as that certain parcel of land as described in O.R. Book 1817, Page 1304, less D.O.T. Parcel 218, as described in Order of Taking, Case No. 99-6791-CA-JBR Dated November 1, 1999.

Michael D. Hunt
County Attorney

Diana M. Parker
County Hearing Examiner

Ms. Holland:

Lee County Division of Natural Resources (LCDNR) has reviewed your request to vacate the subject drainage easement.

Based on a review of the documents submitted with your request, LCDNR has no objection to the vacation of this 0.28-acre parcel of land.

Should you have any questions my phone number is at the top of this letter or you may reach me by email at: bbates@leegov.com.

Sincerely,

LEE COUNTY NATURAL RESOURCES

Brian P. Bates, P.E.
Project Manager

RECEIVED
DEC 20 2012
COMMUNITY DEVELOPMENT

Cc: Sam Lee



RECEIVED AUG 31 2012

BOARD OF COUNTY COMMISSIONERS

(239) 533-8150

John E. Manning
District One

Brian Bigelow
District Two

Ray Judah
District Three

Tammy Hall
District Four

Frank Mann
District Five

Karen B. Hawes
County Manager

Diana M. Parker
County Hearing Examiner

August 30, 2012

Sheila M. Holland
Morris Depew
2914 Cleveland Ave
Fort Myers, FL
33901

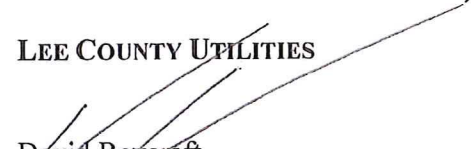
SUBJECT: VACATION OF PUBLIC UTILITY EASEMENT
STRAP(S) #: 46-25-09-00-00000.00CE
ADDRESS(ES): ALICO PLAZA COMMERCIAL C/E

Dear Ms. Holland:

Lee County Utilities has *no objection* to the proposed vacation of the existing platted easement(s) as described in your recent letter and associated attachment.

If you should have any questions, or require further assistance, please do not hesitate to contact our office at (239) 533-8181.

Sincerely,

LEE COUNTY UTILITIES

David Reycraft
Utilities Engineering Division

RECEIVED
DEC 20 2012
COMMUNITY DEVELOPMENT

Original Mailed 08/30/2012
Fax Sent: 08/30/2012

cc: Correspondence File

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

Blue Sheet No. 20130807

ACTION REQUESTED/PURPOSE:

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 SOURCE:

N/A.

WHAT ACTION ACCOMPLISHES:

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

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

Departmental Category: C16A

Meeting Date: 10/1/2013

Agenda:

Consent

Requirement/Purpose: (specify)

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

Request Initiated

Commissioner: All

Department: CONSTITUTIONAL OFFICERS

Division: Clerk of Courts

By: Terry Mallow

Background:

11. Required Review:

<i>Terry Mallow</i>					
FINANCE					

12. Commission Action:

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

Blue Sheet No. 20130807

1. ACTION REQUESTED/PURPOSE:

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.

2. FUNDING SOURCE: N/A

3. WHAT ACTION ACCOMPLISHES:

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

4. MANAGEMENT RECOMMENDATION:

Compliance with the requirements of FS 136.06(1)

5. Departmental Category:

CICA

6. Meeting Date: 10/01/2013

7. Agenda:

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

8. Requirement/Purpose: (specify)

- Statute 136.06 (1)
- Ordinance
- Admin. Code
- Other

9. Request Initiated:

- Commissioner: All
- Department: Constitutional Officers
- Division: Clerk of Courts
- By: Terry Mallow

10. Background:

11. Review for Scheduling:

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

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

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

Blue Sheet No. 20130808

ACTION REQUESTED/PURPOSE:

Approve the Minutes for the following meetings of the Board of County Commissioners held during the week of September 9 thru September 13, 2013: September 10, 2013 (Regular).

FUNDING SOURCE:

N/A.

WHAT ACTION ACCOMPLISHES:

Approval of the Board Minutes, pursuant to Florida Statute 286.011

MANAGEMENT RECOMMENDATION: Approve.

Departmental Category: C16B

Meeting Date: 10/1/2013

Agenda:

Consent

Requirement/Purpose: (specify)

- Statute 286.011
- Ordinance
- Admin Code
- Other

Request Initiated

Commissioner: All

Department: CONSTITUTIONAL OFFICERS

Division: Clerk of Courts

By: Lisa L. Pierce

Background:

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

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

11. Required Review:

<i>Lisa Pierce</i>					
MINUTES					

12. Commission Action:

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

Blue Sheet No. 2030808

1. ACTION REQUESTED/PURPOSE:

Approve the Minutes for the following meetings of the Board of County Commissioners held during the week of September 9 thru September 13, 2013

September 10, 2013 (Regular)

2. FUNDING SOURCE:

Not Applicable.

3. WHAT ACTION ACCOMPLISHES:

Approval of the Board Minutes, pursuant to Florida Statute 286.011

4. MANAGEMENT RECOMMENDATION:

Approve.

5. Departmental Category:

C16B

6. Meeting Date:

10-1-13

7. Agenda:

- Consent**
- Administrative**
- Appeals**
- Public**
- Walk-On**

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

- Statute**
- Ordinance**
- Admin. Code**
- Other**

9. Request Initiated:

Commissioner _____
Department Minutes Office
Division _____
 By: Lisa L. Pierce,
 Minutes Office Manager

10. Background:

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

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

11. Review for Scheduling:

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

12. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

REGULAR MEETING NEEDS LIST - SEPTEMBER 10, 2013

ITEM NO.	BLUE SHEET	DESCRIPTION	COPY	ORIGINAL	SCAN
C1a	20130731	Reso # 13-09-13 Amend Budget Fund #30101- \$2,154,345.00			
C1a	20130731	Reso # 13-09-14 Amend TDT Trust Budget,\$3,500,000.00			
C1a	20130731	Reso # 13-09-5 Amend Tourist Fund #22660 - \$700,000.00			
C1a	20130731	Reso # 13-09-16 Amend Tourist Fund #17401 - \$700,000.00			
C7a	20130751	State aid to Libraries Grant Agr.			
C10a	20130683	1. EMS County Program application packet 2. Reso #13-09-17 \$90,533.00 3. Amend EMS Fund# 13834 - \$90,533.00			
C10b	20130756	Amend funds Fund #18200 \$14,60.007			
C13a	20130711	Reso #13-09-20 - One 6" diameter fire line .Night- Bright Signs Company			
WO1	20130770	Reso# 13-09-04-Declaring a state of emergency.			
CO1	20130737	1.) Subgrant Agr.w/State of Florida DEO 2.) Reso# 13-09-21 Amend Fund #00100- \$186,103.00			

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

Blue Sheet No. 20130809

ACTION REQUESTED/PURPOSE:

Approve the Minutes for the following meetings of the Board of County Commissioners held during the week of September 16 thru September 20, 2013:

September 16, 2013 (Zoning) September 16, 2013 (Budget Workshop)
September 17, 2013 (Regular) September 18, 2013 (Final Budget Hearing).

FUNDING SOURCE:

N/A.

WHAT ACTION ACCOMPLISHES:

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

MANAGEMENT RECOMMENDATION: Approve.

Departmental Category: C16C

Meeting Date: 10/1/2013

Agenda:

Consent

Requirement/Purpose: (specify)

- Statute 286.011
- Ordinance
- Admin Code
- Other

Request Initiated

Commissioner: All
Department: CONSTITUTIONAL OFFICERS
Division: Clerk of Courts
By: Lisa L. Pierce

Background:

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

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

11. Required Review:

<i>Lisa Pierce</i>					
MINUTES					

12. Commission Action:

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

Blue Sheet No. 20130809

1. ACTION REQUESTED/PURPOSE:

Approve the Minutes for the following meetings of the Board of County Commissioners held during the week of September 16 thru September 20, 2013

September 16, 2013 (Zoning) September 16, 2013 (Budget Workshop)
September 17, 2013 (Regular) September 18, 2013 (Final Budget Hearing)

2. FUNDING SOURCE:

Not Applicable.

3. WHAT ACTION ACCOMPLISHES:

Approval of the Board Minutes, pursuant to Florida Statute 286.011

4. MANAGEMENT RECOMMENDATION:

Approve.

5. Departmental Category:

C16C

6. Meeting Date:

10.1-13

7. Agenda:

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

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

- Statute
- Ordinance
- Admin. Code
- Other

9. Request Initiated:

Commissioner _____
Department Minutes Office
Division _____
By: Lisa L. Pierce,
Minutes Office Manager

10. Background:

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

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

11. Review for Scheduling:

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

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

ZONING NEEDS LIST – SEPTEMBER 16, 2013

CASE NO.	CASE NAME	RESO. NO.	RECEIVED	SCAN
N/A	MEETING AFFIDAVIT			
DRI2013-00001	Manning/Hall, called and carried. GATEWAY DRI	Z-13-013		
DCI2012-00046	Hall/Pendergrass, called and carried, with Manning and Kiker dissenting. SWEETBAY CPD ZONING AMENDMENT	Z-13-005		
DCI2010-00031	Hall/Manning, called and carried, with Mann voting nay. 17650 EAST STREET MPD	Z-13-008		

REGULAR MEETING NEEDS LIST - SEPTEMBER 17, 2013

ITEM NO.	BLUE SHEET	DESCRIPTION	COPY	ORIGINAL	SCAN
C1a	20130760	Service Prov Agr. Florida Travel			
C1b	20130764	Service Prov Agr Betsy a Bush			
C8a	20130703	Professional Service Agr. w/Hole Montes, Inc			

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

Blue Sheet No. 20130837

ACTION REQUESTED/PURPOSE:

Confirm and accept for both filing and the Clerk's Minutes purposes, Lee County Resolution No. 13-09-34, declaring a State of Local Emergency in Lee County, Relating to Local Flooding Conditions County-Wide.

FUNDING SOURCE:

WHAT ACTION ACCOMPLISHES:

Approval of the Emergency Resolution at a Board meeting facilitates the filing of same with the Minutes of the Board.

MANAGEMENT RECOMMENDATION: Confirm and accept Emergency resolution for filing.

Departmental Category: WO1

Meeting Date: 10/1/2013

Agenda:

Walk-On

Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin Code
- Other

Request Initiated

Commissioner:

Department: COUNTY ATTORNEY

Division: No Divisions

By: Andrea Fraser

Background:

On the morning of September 26, 2013, the County enacted a State of Local Emergency pursuant to County Ordinance relating to local flooding conditions for all of Lee County, Florida.

Attachment: Lee County Resolution No. 13-09-34

11. Required Review:

<i>Andrea Fraser</i>	<i>Reginald Kantor</i>	<i>Mike Figueroa</i>	<i>Peter Winton</i>	<i>Peter Winton</i>	
COUNTY ATTORNEY	Budget Analyst	Risk	Budget Services	County Manager	

12. Commission Action:

LEE COUNTY RESOLUTION NO. 13-09-34

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA RELATING TO THE DECLARATION OF A STATE OF LOCAL EMERGENCY. RELATING TO LOCAL FLOODING CONDITIONS.

WHEREAS, Florida Statutes, Chapters 125 and 252 provide authority for political subdivisions to enact emergency resolutions when it is determined that immediate enactment is necessary in order to declare a State of Local Emergency due to rain and conditions posing a serious and immediate threat to the lives and property of the residents of the county;

WHEREAS, the Board of County Commissioners of Lee County, Florida, finds it necessary to promulgate this emergency enabling resolution in order to protect human and animal life and to avert the destruction of real and personal property that could result from excessive rain and local flooding conditions; and

WHEREAS, as a result of significant rainfall, certain areas of Lee County are flooded; and

WHEREAS, when such conditions occur, the public's health and safety may be endangered by localized flooding conditions and storm effects; and

WHEREAS, Lee County Ordinance Number 87-01, states that when a quorum of the Board of County Commissioners is unable to meet, the Chairperson of the Board of County Commissioners, or the Vice-Chairperson in his/her absence, or the County Administrator or his/her designee in the absence of the Chairperson, or Vice-Chairperson is authorized to declare a State of Local Emergency.

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

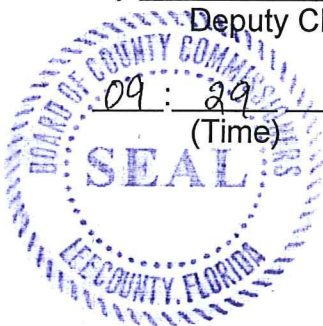
1. The effects of the intensive rain showers pose a risk of additional flood conditions in Lee County and threaten the public's health, safety and welfare, and that a State of Local Emergency shall be declared effective immediately for all of Lee County, Florida provided that any action will be limited to road repair to allow roadways that do not meet the criteria set forth by the Emergency Management Office to be repaired to that established standard and make them passable for emergency vehicles.
2. Shelters for humans and/or large animals may be available, should the need arise and may be opened as may be necessary at the discretion of Public Safety.
3. This Emergency Resolution declaring a State of Local Emergency shall be for seven (7) days unless sooner rescinded by the Board of County Commissioners of Lee County, Florida.

DULY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, this **26th** day of **September 2013**.

**ATTEST: LINDA DOGGETT
CLERK OF COURTS**

By: Marcia Wilson
Deputy Clerk

09:29 A.M.
(Time)



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

By: Cecilia Pennington
Chair

APPROVED AS TO FORM:

By: Andrea B. Jurek
Office of the County Attorney