

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

Blue Sheet No. 20030679

1. REQUESTED MOTION:

ACTION REQUESTED: Consider approving and authorizing the Chairman's signature on a Lease Agreement with the Lee County Fisherman's Cooperative, Inc. ("Co-op") for the County's use of a portion of the Co-op site for the transfer of solid waste.

WHY ACTION IS NECESSARY: All interests in real property, to include the lease of private property for County purposes, must be approved by the Board of County Commissioners.

WHAT ACTION ACCOMPLISHES: Provides the Division of Solid Waste with a leased site for the transfer of solid waste from the "Outer (Bridgeless) Islands" into the County's consolidated Solid Waste Disposal and Management System.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 2

A12B

3. MEETING DATE:

06-24-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE §125.01, F.S.
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT County Attorney
- C. DIVISION General Services
- BY: David M. Owen
Chief Assistant County Attorney

7. BACKGROUND:

(BACKGROUND - NEXT PAGE)

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

Staff recommends execution of the proposed Lease with the Fisherman's Cooperative.

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
N/A	N/A	N/A	N/A	<i>6/13/03</i>	<i>OA</i>	<i>OM</i>	<i>RISK</i>	<i>GC</i>	<i>1/3</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY COUNTY ADMIN. <i>8:40 6-13</i>
COUNTY ADMIN. FORWARDED TO:

BACKGROUND:

- May, 2001 - Certain issues relating to the transportation and landing of solid waste from the "Outer Islands" were raised and addressed by the Board of County Commissioners relative to staff developing a long-range plan for solid waste disposal from the Barrier Islands (See: May 29, 2001 Bluesheet No. 20010614, attached).
- August, 2001 - The Board of County Commissioners approves a comprehensive, "long-range" plan to address Outer Islands transportation issues relating to solid waste disposal and management for the Barrier Islands (See: August 28, 2001 Bluesheet No. 20010922, attached).
- September, 2001 - June, 2002 - County staff worked with Pine Island representatives, Barrier Island representatives, potential vendors, landowners and marina owners in an effort to implement the Board's direction of August 28, 2001.
- July 9, 2002 - The Board of County Commissioners approves an amendment to Lee County Ordinance No. 00-20, adding the "Outer Islands" to the Lee County Garbage and Solid Waste Collection and Disposal Program by adopting Lee County Ordinance No. 02-23. Also, the Board of County Commissioners, at the same public hearing, deferred indefinitely the proposed Lease Agreement with the Pineland Marina and directed staff to begin negotiations with the Fisherman's Cooperative, at their request (See: July 9, 2002 Bluesheet No. 20020742, attached).
- August, 2002 - March, 2003 - County staff negotiated with Fisherman's Cooperative representatives for the development of a lease for the transfer of Outer Islands solid waste through the Fisherman's Cooperative Marina into the County's Solid Waste Disposal and Management System.
- April 29, 2003 - The Board of County Commissioners approved a County-initiated Special Exception for the Fisherman's Cooperative to provide for the transfer of the solid waste from the Outer Islands into the County's Solid Waste Disposal and Management System (See: April 29, 2003 Bluesheet No. 20030050, attached).

It is now requested that the Board accept and authorize the Chairman's signature on a five-year lease with the Fisherman's Cooperative to further the management of solid waste from the Outer Islands.

The salient points of the Lease Agreement are these:

- Term - Five (5) years, with County right to terminate for convenience with ninety (90) days notice (See: "Termination").
- Rent - \$4,150.00 per month; \$49,800.00 per year.
- Use - For transfer of solid waste as defined by Florida law and Administrative Rules, from the Barrier Islands into the County's Solid Waste Disposal and Management System.

- Improvements - The County will make any necessary improvements to the leasehold in order to provide for the safe and efficient transfer of solid waste containers from barges to land.
- Termination - Upon ninety (90) days written notice from County to the Fisherman's Cooperative.

The proposed Lease is essential for the initiation of solid waste transfer services by the County for the movement of solid waste from the Barrier Islands into the County's Solid Waste Disposal and Management System.

Staff recommends entering into the Lease.

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20030050

REQUESTED MOTION:

MOTION REQUESTED: Initiate a Board of County Commission sponsored Special Exception in the Port and AG-2 Zoning Districts to allow Essential Services Facilities - Group II for the property on Pine Island known as the Fisherman's Cooperative, 6001 Maria Drive, Pine Island, (STRAP # 33-44-22-00-00005.0000 and 32-44-22-00-00006.0000) and authorize the Division of Planning to act as the County's agent for the request with approval from the property owners.

WHY ACTION IS NECESSARY: The current zoning, Port and AG-2, requires a Special Exception in order to authorize this area for the transfer of solid waste through the property.

WHAT THE ACTION ACCOMPLISHES: The Special Exception will legitimize the property for the transfer of solid waste, allowing solid waste, as defined by law, from the outer islands to pass through the site on its way to the Lee County Solid Waste Management System.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT # 1

A4A

3. MEETING DATE:

04-29-2003

4. AGENDA

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC

TIME REQUIRED:
10 Minutes

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE
 - ORDINANCE
 - ADMIN. CODE
 - OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER _____
- B. DEPARTMENT Community Development
- C. DIVISION Planning POC 4/16/03
- BY Paul O'Connor, AICP, Director

7. BACKGROUND:

Board of County Commissioners has previously directed staff to negotiate a lease agreement with the Fisherman's Cooperative for the purpose of accommodating the landing of outer island solid waste before transferring those materials to County landfill or the resource recovery facility as appropriate. Staff is anticipating a successful conclusion to these negotiations in the near future and a special exception approval is necessary prior to the establishment of a solid waste transfer facility in the Port zoning district.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

A Department Director	B Purchasing or Contracts	C Human Rel.	D Other	E County Attorney	F County Administration				G County Manager
<i>M. M. Gibbs</i>	N/A	N/A		<i>Timothy</i>	OA <i>4/18/03</i>	OM <i>4/18/03</i>	Risk <i>4/17/03</i>	GC <i>4/17/03</i>	<i>AS 4/17/03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

5-0

RECEIVED BY COUNTY ADMIN. TD
4-17-03
1:50
COUNTY ADMIN
FORWARDED TO: AS
4/17/03

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

Blue Sheet No. 20020742

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the Lease Agreement for the landward (landing site) portion of the Outer Islands Solid Waste Transfer Project, pursuant to the terms and conditions as set forth in the Lease Agreement; authorize payment of necessary costs to close; authorize Chairman on behalf of the Board of County Commissioners to execute the Lease Agreement; authorize the Division of County Lands and/or County Attorney's Office to handle and accept all documentation necessary to complete this transaction.

WHY ACTION IS NECESSARY: The Board must approve all real estate leases for Lee County.

WHAT ACTION ACCOMPLISHES: The Lease Agreement will provide for a landward receiving site for solid waste generated on the Outer Islands of Lee County.

2. DEPARTMENTAL CATEGORY: 6
COMMISSION DISTRICT #: 1

C6C

DATE CRITICAL
3. MEETING DATE:
07-09-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE 125
 - ORDINANCE
 - ADMIN.
 - OTHER

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER
- B. DEPARTMENT *Independent Division*
- C. DIVISION *County Lands* *6-21-02*
- BY: *Karen L.W. Forsyth, Director* *KLF*

7. BACKGROUND: County staff has been working to secure locations suitable for the transfer of solid waste generated on the Outer Islands of Lee County. Usable sites in Lee County are limited. The most practical site is along the westerly coast of Pine Island; due to proximity to the Outer Islands. The Pineland Marina site is the only site found that had the physical characteristics necessary to meet the County's needs, is legally permissible, and the owner was willing to provide the space to the County on a voluntary basis.

The lease agreement is for a term of 10 years. The beginning rental rate is \$5,000 per month for the first year and adjusted by the CPI each year thereafter. Costs to close will be approximately \$350.00.

The rental rate is based upon the fee requested by the owner, as there were no other viable alternative sites found.

Staff recommends the Board approve the Lease Agreement and authorize the chairman's execution on behalf of the Board of County Commissioners.

Funds are available in Account: OB5340440100.504410
Solid Waste Operations - SW System Ops - Land and Building Rental

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>Shumaker</i> <i>6-25-02</i>	<i>N.A.</i>	<i>N.A.</i>		<i>[Signature]</i> <i>6/25/02</i>	<i>QA</i> <i>6/25/02</i>	<i>OM</i> <i>6/26/02</i>	<i>RISK</i> <i>6/26</i>	<i>GC</i> <i>6/26</i>	<i>Shumaker</i> <i>6-25-02</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED *INDEFINITELY*
- OTHER

REC'D.
by CO. ATTY.
6/25/02
14500
CO. ATTORNEY'S
FORWARDED TO:
[Signature]
6-25-02

RECEIVED BY
COUNTY ADMIN. *TD*
6/25 4/0
6/25 100

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

BLUE SHEET No: 20010922

1. REQUESTED MOTION:

Action Requested: Authorize and direct County staff to take all actions necessary in order to implement a long-range solid waste transportation and disposal methodology for the County Barrier Islands, commonly known as the "Outer Islands", which will consist at a minimum, of the following: a) obtaining at least two (2) receiving sites on Pine Island with County interests in the real property through long term leases, for the holding of Outer Islands solid waste until collected by the Lee County Pine Island Solid waste Collection and Disposal Franchisee for appropriate disposal in the Lee County Solid Waste Disposal System. Recommended sites are: i) the Fisherman's Cooperative, and ii) Pineland Marina. b) creation of a solid waste haul franchise for transportation of the Lee County solid waste from the "Outer Islands" by barge to the designated Lee County Pine Island receiving sites, which will be put out for competitive selection (five-year term of contract) pursuant to County specifications for equipment and methodology of transfer. c) "Outer Islands" to provide the County's haul franchisee(s) with a site on each island for the franchisee's collection of the solid waste collection containers as prescribed by the County, for exchange of such containers and transportation of filled containers to the designated Lee County Pine Island solid waste receiving sites. d) Addition of the "Outer Islands" to Lee County Ordinance No. 00-20, as an additional service (franchise) area, to be assessed (MSBU) pursuant to the terms of the Ordinance for the provision of the service (new Service Area #7., with a uniform rate for the entire service area, similar to the current mainland service areas). e) Direct staff to review existing marina uses on Pine Island to determine whether regulatory changes are needed.

Why Action Is Necessary: To put into place, a regulated, predictable, stable solid waste disposal system under County control and regulation for the disposal of the solid waste from the "Outer Islands".

What Action Accomplishes: Provides a structured system for solid waste disposal for the "Outer Islands" that is generally similar to that provided on the mainland, per County Ordinance.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

4A

3. MEETING DATE:

08-28-2001

4. AGENDA

CONSENT
X ADMINISTRATIVE
APPEALS
PUBLIC

TIME REQUIRED:

5. REQUIREMENT/
PURPOSE
(Specify)

X STATUTE CH. 403,
F.S.
X ORDINANCE 00-20,
95-20
ADMIN. CODE
OTHER

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER _____
B. DEPARTMENT Public Works / Community
Development
C. DIVISION _____
BY: James Lavender, Director, Public Works Admin. &
Mary Gibbs, Director, Community Development

Mary Gibbs 8-17-01

7. BACKGROUND:

May 22, 2001 and May 29, 2001, the Board of County Commissioners addressed and directed staff to develop a long-range plan for the collection, transportation and disposal of solid waste (as defined by Florida law) from the Lee County Barrier Islands ("Outer Islands").

(BACKGROUND CONTINUED - NEXT PAGE)

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

DEPT. DIRECTOR	PURCHASING	HUMAN RES.	COUNTY ADMINISTRATION				OTHER	COUNTY ATTORNEY	COUNTY MANAGER
			OA	OM	RISK	GC			
<i>J. Lavender</i> 8-16-01			<i>[Signature]</i> 8/17/01	<i>[Signature]</i> 8/17/01	<i>[Signature]</i> 8/17/01	<i>[Signature]</i> 8/17/01	<i>[Signature]</i> 8/16/01	<i>[Signature]</i> 8/16/01	

10. COMMISSION ACTION:
X APPROVED AFTER DISCUSSION
DENIED
DEFERRED
OTHER
JAMES/J
4-0

RECEIVED BY
COUNTY ADMIN.
8/17/01
9:04 AM
8/17/01
9:20 AM

After meetings with the affected parties and research with respect to the most cost-efficient and least intrusive receiving sites and stability with respect to the transportation increment, staff is recommending a solid waste transportation and disposal methodology which will consist generally of the following:

- a) obtaining at least two (2) receiving sites on Pine Island with County interests in the real property through long term leases, for the holding of Outer Islands solid waste until collected by the Lee County Pine Island Solid waste Collection and Disposal Franchisee for appropriate disposal in the Lee County Solid Waste Disposal System. Recommended sites are: i) the Fisherman's Cooperative, and ii) Pineland Marina.
- b) creation of a solid waste haul franchise for transportation of the Lee County solid waste from the "Outer Islands" by barge to the designated Lee County Pine Island receiving sites, which will be put out for competitive selection (five-year term of contract) pursuant to County specifications for equipment and methodology of transfer.
- c) "Outer Islands" to provide the County's haul franchisee(s) with a site on each island for the franchisee's collection of the solid waste collection containers as prescribed by the County; for exchange of such containers and transportation of filled containers to the designated Lee County Pine Island solid waste receiving sites.
- d) Addition of the "Outer Islands" to Lee County Ordinance No. 00-20, as an additional service (franchise) area, to be assessed (MSBU) pursuant to the terms of the Ordinance for the provision of the service (new Service Area #7., with a uniform rate for the entire service area, similar to the current mainland service areas).

Request Board of County Commissioners' authorization to take all necessary and appropriate actions to implement the above solid waste transportation and disposal methodology as quickly and as practicable as possible with input from all affected parties on the Outer Islands and Pine Island.

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20010614

1. REQUESTED MOTION:

ACTION REQUESTED:

1. Direct staff to develop long range plan for garbage/solid waste disposal for outer islands.
2. Select Option 1 or Option 2 for short term plan. If Option 2 is chosen, suspend Code Enforcement activity regarding garbage/solid waste transport activity at Jug Creek Marina for a period not to exceed 90 days.
3. Suspend any applications for rezoning, special exception or similar request for garbage/solid waste transport activity for a period not to exceed 90 days.

WHY ACTION IS NECESSARY:

To resolve issues of garbage/solid waste collection and disposal for outer islands.

WHAT THE ACTION ACCOMPLISHES:

Allows time to develop long-range solution for problems.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT # 1

3. MEETING DATE:

05-29-2001

4. AGENDA

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER _____
- B. DEPARTMENT Community Development
- C. DIVISION M. Gibbs
- BY Mary Gibbs, Director

BACKGROUND:

This item was brought up at the May 22, 2001 County Commission meeting. Garbage collection/transport/disposal from the outer islands (Upper Captiva, Useppa, etc) has become a problem with increased growth on the islands and limited availability of land based sites nearby, such as on Pine Island. Years ago, when the County established franchise districts, the outer islands were not included. Currently, garbage collection is done by the private sector and unloaded at various marinas to be taken to a disposal site.

Continued on attached page.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

DEPARTMENT DIRECTOR	Purchasing or Contracts	Human Rel.	COUNTY ATTORNEY	County Administration				COUNTY MANAGER
				OA	OM	Risk	GC	
<u>Mary Gibbs</u>	N/A	N/A	<u>[Signature]</u> 5/25/01	<u>[Signature]</u> 5/25/01	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>

10. COMMISSION ACTION:

AS AMENDED.
NO TRANSFER
TO JUG CREEK
MARINA

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.
by CO. ATTY.
5/25/01
10:25 AM
CO. ATTY'S
FORWARDED
JUDGE
0:25 AM

RECEIVED BY
COUNTY ADMIN.
5/25/01
COUNTY ADMIN.
FORWARDED TO:
5/25/01
11:30 AM

7. Background Continued:

Short Term Issues

To resolve issues of garbage/solid waste collection and disposal, both short term and long term solutions are needed. It will take approximately 90 days to develop a long-term solution. Preliminary analysis shows that the only site on Pine Island that permits garbage hauling is Pineland Marina. While investigating possible long-term solutions, short-term action is necessary. To transport garbage off the outer islands to Pine Island for this interim period, two options are presented:

Option 1: Transport Upper Captiva garbage/solid waste to Pineland Marina for a period not to exceed 90 days.

Option 2: Transport Upper Captiva garbage/solid waste to Jug Creek Marina for a period not to exceed 90 days with the following conditions:

*No, But
Conditions will
Apply To
Pineland &
Fisherman's
Co-OP*

- hauling will be allowed for a maximum of two days per week limited to Monday thru Friday. Hauling will not be allowed on Saturday, Sunday or holidays;
- hauling to Pine Island will occur only between the hours of 7:00 a.m. and 5:00 p.m.; and
- solid waste shall be placed in county approved containers (or compactor), and transported by the county designated franchise hauler from the loading site off Pine Island within 24 hours to minimize detrimental impacts to any nearby residences.

OPTION 3: FISHERMAN'S CO-OP MARINA USE
If the Jug Creek Marina option is chosen, it will be necessary to suspend code enforcement activities for no longer than 90 days.

Long Term Solutions

A long term solution will be developed and presented to the Board within 90 days.

Long term solutions could include:

- establishment of an MSTU for solid waste transport service for outer islands
- establishment of a franchise district for the outer islands
- adoption of an expedited ordinance designating specific Pine Island and/or other mainland "landing" locations where garbage from the outer islands can be unloaded
- incineration, and/or other methods of reducing garbage/solid waste volume for transport off island.

A possible amendment to the county's Solid Waste Ordinance may also be needed.

LEASE AGREEMENT

This Lease Agreement is made and entered into on this ___ day of _____, 20___, by and between Lee County Fisherman's Cooperative, Inc., a Florida Corporation, hereinafter, "Lessor" or "Co-op", and Lee County, a political subdivision and charter county of the State of Florida, its assigns, appointees and/or successors, hereinafter "Lessee" or "County".

WITNESSETH:

The Lessor, in consideration of the mutual covenants contained herein, hereby leases to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in Lee County, Florida, described in Exhibit "A", which is attached hereto and incorporated herein, hereinafter, the "Leased Premises".

I TERM

The term of this Lease shall extend continuously and uninterrupted from the date of execution by the Lessee for five (5) years. If the Lessee wishes to terminate this Lease for its convenience prior to the expiration of the Lease, the Lessee may do so in accordance with the provision of XII hereof with no further obligations or penalties to the Lessor.

II RENT / RENTAL PAYMENT

The Lessee shall pay to the Lessor, rent for each year of the term, the sum of \$49,800.00 per year, as adjusted, payable in equal monthly installments plus sales tax, if applicable. Rental payments will be paid to the Lessor at: Lee County Fisherman's Cooperative, Inc., 6001 Maria Drive, St. James City, Florida 33956. The first of said monthly payments shall be made on the ___ day of _____, 2003 and shall continue on the ___ day of each month during the term of this Lease.

Beginning with the first annual anniversary of this Lease Agreement and each year thereafter, the rental payment shall be adjusted by an index equal to the "Consumer Price Index (Revised), All Urban Consumers (Southeast Region) U.S. City Average", as published by the United States Department of Labor, but if such index is discontinued or altered, then a comparable index agreed to by the Parties, shall be used.

The Lessee may designate one or more individuals or contract vendors to transport and transfer solid waste from the Barrier Islands Service Area to the Leased Premises. The Lessor shall not charge such party(ies) or contract vendors any fees, charges, or rent

for access to, or use of, the dock or boat ramp area for this purpose or service.

III IMPROVEMENTS, MAINTENANCE AND REPAIRS

The Lessee will provide all of its own required improvements, maintenance and repairs to the Leased Premises at its sole cost and expense. The Lessee shall have the right to, but not the responsibility for, repairing and/or maintaining of the access road to the Leased Premises and boat ramp docking area and landing area, to include any improvements to the docking area and landing area where containers will be transferred from barges to Lessee's trucks. Such improvements shall not unreasonably interfere with Lessor's use of the Leased Premises.

IV ACCESS

The Lessor shall provide the Lessee unobstructed and continuous ingress and egress access to the Leased Premises across the Lessor's property, which may be traversed by the Lessee's solid waste collection trucks, to include access to the boat ramp and docking area and landing area. The boat ramp will be utilized by the Lessee for the purpose of solid waste transfer and transport only.

V USE OF PREMISES

1. The Leased Premises will be used and occupied by the Lessee, its assigns, contract vendors, franchisees, appointees and/or successors in interest. The Leased Premises will be used for the purpose of carrying out the loading, unloading, temporary holding, transfer and staging of solid waste as collected from the Lee County Barrier Islands Solid Waste Collection & Disposal Service Area, utilizing all necessary personnel, equipment and/or vehicles to accomplish same as efficiently as practicable.
2. Lessee agrees to conduct its activities in a safe and proper manner and in compliance with all federal, state and local laws, ordinances, rules, regulations and other governmental requirements (collectively, "Laws"). Lessee shall, at its sole expense, comply with all Laws relating to its use and occupation of the areas of the Leased Premises as well as all other activities of Lessee in and about the Leased Premises and shall obtain all permits and licenses required in connection with its operations. Lessee shall keep all areas of the Leased Premises used by it in any manner in a neat and clean manner and in good order and repair and shall create no economic waste or nuisance on, in or about the Leased Premises. Lessee agrees to conduct its activities in such a way as not to unreasonably interfere with the activities of the Lessor. The Lessor agrees not to unreasonably interfere with the activities and utilization of the Leased Premises by the Lessee.

VI INJURY OR DAMAGE TO PROPERTY ON PREMISES

1. All Lessee-owned property that may be placed on the Leased Premises during the continuancy of this Lease will be at the sole risk of the Lessee.
2. The Lessee will pay any insurance premiums required for the Leased Premises as set forth elsewhere herein, for-- all Lessee-owned property. The Lessor is not obligated to carry fire insurance for the Leased Premises nor for any property of the Lessee.
3. Lessee hereby agrees to waive and release the Lessor from any and all claims of any nature related to the theft of or damage or destruction to any of Lessee's property at the Facility and hereby agrees, pursuant to the limitations as set out in Section 768.28, Florida Statutes, to indemnify, defend and hold Lessor harmless from and against any loss, cost, damage or expense whatsoever related to any theft of or damage or destruction to any of Lessee's property while on the Leased Premises as well as at any other location (including without limitation while in transit), whether owned by Lessee or any third party. Notwithstanding the above, the Lessor shall remain liable for the negligence or willful acts of Lessor and its agents and employees while on the Leased Premises.

VII FIRE AND OTHER HAZARDS

If the Leased Premises or a major part thereof is destroyed by fire, lightning, storm or other casualty, the Lessor may repair the damage at its cost and expense, but nothing contained herein obligates the Lessor to do so. If the Leased Premises are damaged to the extent that the Lessee cannot conduct its activities as set out herein above, no rent shall be charged by the Lessor for such period of time.

VIII EXPIRATION OF TERM

At the expiration of the original term as agreed upon by the Lessor and Lessee, the Lessee will peaceably yield the premises in as good and tenantable repair as existed at the commencement of the Lease. It is understood and agreed between the Parties that the Lessee has the unqualified right to remove all of its personal property from the Leased Premises upon its departure. Any improvements made by Lessee of a permanent nature, shall remain as property of the Lessor.

IX WAIVER OF DEFAULTS

The waiver by the Lessor of any breach of any terms or conditions of this Lease by the Lessee, will not be construed as a waiver of any subsequent breach(es) of any duty or covenant imposed by this Lease on the Lessee.

X RIGHT OF LESSOR TO INSPECT

The Lessor, at any reasonable times, may enter upon the Leased Premises for the purpose of examining the Leased Premises and for the purpose of making any repairs to the Lessor's property, real or personal, required under the terms of this Lease, with prior reasonable notice to the Lessee.

XI HOLDOVER BY LESSEE

If the Lessee remains in possession of the Leased Premises with the consent of the Lessor after the expiration of the Lease or any extension thereto, a new tenancy from month to month will be created between the Lessor and the Lessee. The new tenancy will be subject to all of the terms and conditions of this Lease Agreement, but will be terminable on thirty (30) days written notice served by either the Lessor or the Lessee on the non-terminating party.

XII RIGHT TO TERMINATE

During the initial term or any extension thereof, the Lessee shall have the right to terminate this Lease upon giving ninety (90) days advance written notice to the Lessor by Certified Mail, Return Receipt Requested. Notice will be effective when delivered to the U.S. Postal Service and properly addressed. If such notice is given by the Lessee, the Lessor agrees that it will not accelerate Lessee's Lease payments for the remainder of the duration of the Lease.

XIII NOTICES AND INVOICES

All notices required to be served upon the Lessee by the Lessor will be served by Registered or Certified Mail, Return Receipt Requested, at Lee County Department of Solid Waste, Post Office Box 398, Fort Myers, Florida 33902-0398, and all notices required to be served upon the Lessor by the Lessee will be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessor at the Lee County Fisherman's Cooperative, Inc., 6001 Maria Drive, St. James City, Florida 33956.

XIV DEFINITION OF TERMS

1. The terms "Lease", "Lease Agreement", or "Agreement" will be inclusive of each other and will also include all renewals, extensions or modifications of this Lease.
2. The terms "Lessor" and "Lessee" includes the heirs, assignees or successors in interest to the Parties hereto.
3. The singular will include the plural and the plural will include the singular

whenever the context so requires or permits.

XV INDEMNIFICATION

Lessee, only to the extent permitted by Florida law, agrees to protect, indemnify and hold harmless, Lessor from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses of Lessor) from causes of action, suits, claims, demands or judgments of any nature whatsoever, arising from any injury to, or the death of, any person or any damage to property on the Facility or upon adjoining waters, streets or ways (except those resulting from the negligence or willful acts of Lessor or any of Lessor's agents or employees) resulting from the activities of Lessee related to this Agreement.

XVI HAZARDOUS MATERIALS

Lessee represents to Lessor that Lessee shall at no time during the term of this Agreement use or permit the Leased Premises or any part thereof or any adjacent waters to be used in violation of any federal, state or local Environmental Regulations. If any governmental regulatory entity discovers any Hazardous Materials as defined by law on the Leased Premises which in any manner arises out of Lessee's use of the Leased Premises, Lessee, subject to the limitations as set out in Section 768.28, Florida Statutes, agrees to indemnify and hold Lessor harmless from any and all claims of liability under any Environmental Regulations imposed against Lessor resulting in any clean-up required by such governmental regulatory entity, and Lessee agrees to perform such clean-up in a manner reasonably acceptable to Lessor. This indemnity shall survive the termination or expiration of this Agreement.

XVII QUIET ENJOYMENT

The Lessor covenants that upon performing the covenants contained in this Lease Agreement, the Lessee will peacefully and quietly have, hold and enjoy the Leased Premises for the agreed term or any extension thereto.

XVIII WRITTEN AGREEMENT

This Lease contains the entire Agreement between the Parties hereto. It may be modified by mutual consent of the Parties hereto.

XIX INTERPRETATION

This Lease Agreement shall be interpreted and construed pursuant to the laws of the State of Florida, and the United States, when applicable.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Agreement to be executed by their respective and duly authorized officers on the day and year first written above.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

LESSEE:
LEE COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO LEGAL FORM:

By: _____
Office of the County Attorney

LESSOR:
LEE COUNTY FISHERMAN'S
COOPERATIVE, INC.

David S. Holloway
Witness

By: John P. [Signature]

Title: PRESIDENT

Beverly Weeks
Witness

APPROVED AS TO LEGAL FORM:

By: _____
Counsel

EXHIBIT A

THE LEASED PREMISES

The Leased Premises shall consist of the landing area, docking area and access thereto as shown on the site sketch identified hereinafter. The Leased Premises shall include the unrestricted use of the boat ramp landing area and docking areas shown on said sketch for the purpose of transferring solid waste (from boats or barges) from the Lee County Barrier Islands Solid Waste Service Area to Pine Island, and a designated storage space (30' x 40') for the purpose of storing solid waste disposal containers. The utilization of the landing area and docking area (Leased Premises) by Lessee shall not unreasonably interfere with the utilization of those areas by the Lessor.

Lessor's property is described as being that certain parcel of land located on Pine Island, Lee County, Florida, identified by Attachment 1, hereto (Page A-2). The Leased Premises shall consist of the designated storage space docking area and landing area, together with access thereto, as shown on the attached site sketch as needed on Lessor's property for the transfer of Lessee's containers.

The Leased Premises are further described and illustrated by the attached site sketch (See: Figure 1, page A-3).

A-1

ATTACHMENT 1.

LEGAL DESCRIPTION

Subject Property: The South 450 feet of Government Lot 3, Section 32, Township 44 South, Range 22 East, LESS the following described tract: Beginning 1610 feet West and 325 feet North of the Southeast corner of the West half (W-1/2) of the Southwest quarter (SW-1/4) of Section 33, Township 44 South, Range 22 East, thence West 20 feet; thence North 50 feet; thence West 143 feet to Pine Island South; thence Northwesterly along said waters to a point 150 feet North and parallel to the centerline of a private road; thence East 243 feet more or less; thence South 125 feet to the point of beginning.

AND ALSO the South 450 feet of the West half (W-1/2) of the Southwest quarter (SW-1/4) of Section 33, Township 44 South, Range 22 East.

Title to the subject property is vested in the following:

Lee County Fisherman's Cooperative, Inc., a Florida Corporation

by that certain instrument dated December 10, 1979, recorded December 12, 1979, in Official Record Book 1395, Page 1036, Public Records of Lee County, Florida.

Received - Mr. J. B. S. 16AM

MANGROVES

MANGROVES

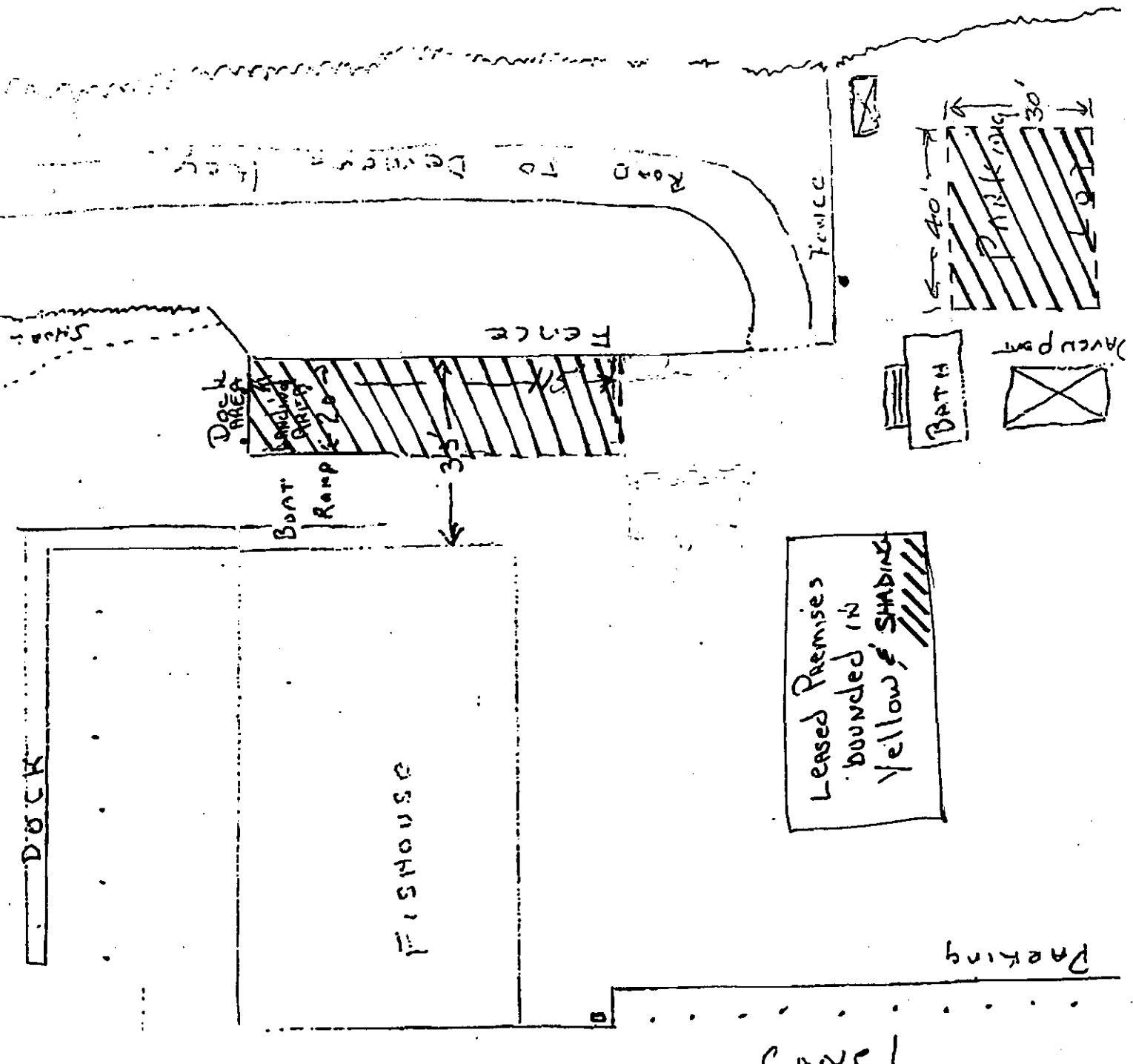


Figure 1
Page A-3

MANGROVES

Jan 08 '93 0:08a