

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

Blue Sheet No. 20031045

1. REQUESTED MOTION:

ACTION REQUESTED: Consider Settlement Agreement with Kerry Cameron, Trustee for the delinquent Colonial Boulevard Extension MSBU Assessment; Parcel No. 26-44-25-P3-00060.0010

WHY ACTION IS NECESSARY: All settlements in lieu of legal action must be approved by the Board of County Commissioners.

WHAT ACTION ACCOMPLISHES: Approval of the proposed settlement offer will resolve all outstanding delinquency issues for the subject parcel in the Colonial Boulevard Extension MSBU.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #:**

C6C

3. MEETING DATE:

09-23-2003

4. AGENDA:

**5. REQUIREMENT/PURPOSE:
(Specify)**

6. REQUESTOR OF INFORMATION:

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

- STATUTE 125.01
- ORDINANCE
- ADMIN. CODE 3-15
- OTHER MSBU Agreement

- A. COMMISSIONER
- B. DEPARTMENT Public Resources
- C. DIVISION MSTBU
- BY: Libby Walker *[Signature]*

7. BACKGROUND:

In 1990, Lee County entered into a "Developer's Agreement" MSBU for the widening and extending of Colonial Boulevard which included all of the adjoining properties along the route. The subject parcel was a portion of one of the original parcels, split in FY 1992, at which time the assessment balance was split 50:50. Since the split \$34,084 has been collected on this parcel/assessment.

The County Attorney's office worked with MSTBU Services for the collection of this delinquent account. In consideration of the property owner bringing the account current for an amount of \$48,300.99 plus \$512.00 court costs, we are recommending a waiver of 30% of the penalties currently levied (\$5,621) with the balance of the penalties (\$13,116) being satisfied as part of the current payment. The balance of the assessment (\$20,316) will continue to be billed annually with accrued interest. Failure to keep the account current will result in the waived penalty to be reinstated.

Attachments: Settlement Agreement
Correspondence w/Property Owner

8. MANAGEMENT RECOMMENDATIONS:

Staff recommends the proposed settlement of this delinquency.

9. RECOMMENDED APPROVAL:

| A Department Director | B Purchasing or Contracts | C Human Resources | D Other | E County Attorney | F Budget Services <i>Admin 9/10/03</i> | | | | G County Manager |
|------------------------------|---------------------------------|-------------------------|------------|-------------------------|--|---------------------|---------------------|---------------------|-------------------------------|
| | | | | | OA | OM | Risk | GC | |
| <i>[Signature]</i> 9/5-03 | | | | <i>[Signature]</i> | <i>CA</i> 9/8/03 | <i>JB</i> 9/9/03 | <i>WR</i> 9/8/03 | <i>KS</i> 9/8/03 | <i>[Signature]</i> 9-10-03 |

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *9/8/03*
Time: *8:00 AM*
Forwarded To:

CO. ATTY.
FORWARDED
TO CO. ADMIN.
9/8/03

RECEIVED BY
COUNTY ADMIN: *CA*
9/5
11:30am
COUNTY ADMIN
FORWARDED TO: *PA*
9/10/03

SETTLEMENT AGREEMENT

LEE COUNTY has filed suit to foreclose an unpaid special assessment lien against land owned by KERRY CAMERON, Trustee. The case is pending in the Circuit Court in Lee County, Florida and is captioned as Lee County v. Kerry Cameron, Trustee, et al., Case No. 03-2488-CA. LEE COUNTY and KERRY CAMERON, Trustee desire to amicably resolve this case and mutually agree as follows:

1. KERRY CAMERON, Trustee shall pay to LEE COUNTY \$48,300.99 to bring the Colonial Road Extension special assessment account for Strap No. 26-44-25-P3-00060.0010 current. The remaining balance of \$20,316.00 shall be paid in annual installments with interest as shown on the attached Exhibit "A". KERRY CAMERON, Trustee shall pay to LEE COUNTY \$512.00 for court costs. KERRY CAMERON, Trustee shall pay to LEE COUNTY the \$48,300.99 to bring the account current and the \$512.00 court costs within thirty (30) days of execution of this agreement.

2. In exchange for the payments stated in paragraph 1 and KERRY CAMERON, Trustee's promise to pay the remaining balance in annual installments as they become due, LEE COUNTY will dismiss the pending foreclosure action and discharge the lis pendens. Each party will bear its own attorney fees.

3. If any future installments are not paid fully when due, LEE COUNTY may file a new action to collect and enforce its special assessment lien.

4. This agreement contains the entire agreement of the parties and may not be amended except in writing and duly executed by the parties.

Lee County, Florida

KERRY CAMERON, Trustee

By: _____
Chairman

Attest:

Charlie Green, Clerk

By: _____
Deputy Clerk

Approved:

By: _____
John J. Renner
Chief Assistant County Attorney

ROETZEL & ANDRESS

A LEGAL PROFESSIONAL ASSOCIATION

2320 FIRST STREET
SUITE 1000
FORT MYERS, FL 33901-3419
239.338.4209 DIRECT
239.337.3850 MAIN
239.337.0970 FAX
bcheffer@ralaw.com

September 4, 2003

Via First Class Mail

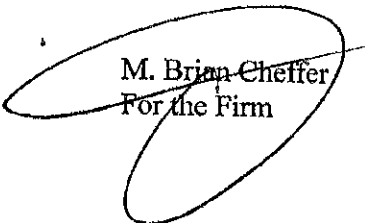
John J. Renner, Esquire
Chief Assistant County Attorney
Post Office Box 398
Fort Myers, Florida 33902

Re: Lee County v. Kerry Cameron, Trustee, et als
Our File No. 103868-0005

Dear John:

I spoke with my client and they have agreed to accept the County's offer, and more specifically, they will pay \$48,300.99, plus \$512.00 in court costs, and pay the \$20,316.00 balance in annual installments. Would you be kind enough to prepare whatever Settlement Agreement the County requires.

Very truly yours,


M. Brian Cheffer
For the Firm

MBC/cm
cc: Kerry Cameron, Trustee
#139226

2003 SEP -5 AM 8:02
RECEIVED BY
LEE CO. ATTORNEY

CLEVELAND

TOLEDO

AKRON

COLUMBUS

CINCINNATI

FORT MYERS

NAPLES

www.ralaw.com



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (239) 335-2236
Facsimile: (239) 335-2118

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District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stillwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

August 26, 2003

M. Brian Cheffer, Esq.
Roetzel & Andress
2320 First Street
Ft. Myers, FL 33901

Re: Lee County v. Cameron
Case No. 03-2488-CA

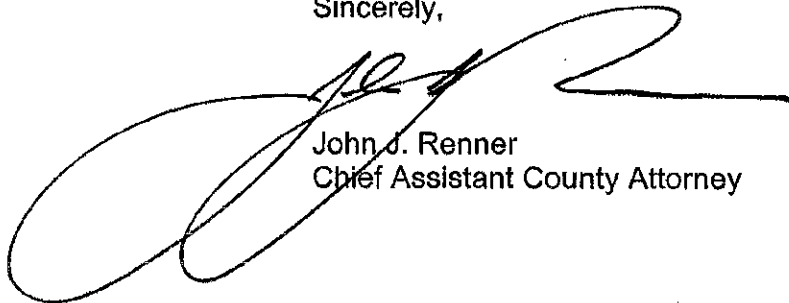
Dear Brian:

Thank you for your letter of August 18, 2003 and Mr. Cameron's counteroffer to compromise and settle this case. I spoke with Lee County's MSTU Director and the best we can do is offer a 30% reduction in the accrued penalty.

We can offer two solutions, each with a 30% reduction in penalty. Mr. Cameron can pay off the assessment in full for \$68,616.99 and Lee County will waive any claim for attorney fees and costs. As an alternative, Mr. Cameron can pay \$48,300.99, plus \$512.00 in court costs to bring the account current and the principal balance of \$20,316.00 can be paid in annual installments with interest.

Please let me know which alternative is acceptable to Mr. Cameron.

Sincerely,



John J. Renner
Chief Assistant County Attorney

JJR/wlp

S:\LIT\Payne\LC v. Cameron\LC v. Cameron-ltr to Cheffer re counteroffer.wpd

**MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY**

DATE: August 21, 2003

To: Elizabeth Walker

MSTBU

FROM:


John J. Renner
Chief Assistant County Attorney

RE: Lee County v. Cameron

Attached is a copy of a letter from Mr. Cameron's attorney proposing to settle this case for \$54,511.60. That amount is for principal and interest with all penalty interest waived. Please call me to discuss how you wish to respond to this proposal.

JJR/wlp

attachment

ROETZEL & ADDRESS
A LEGAL PROFESSIONAL ASSOCIATION

2320 FIRST STREET
SUITE 1000
FORT MYERS, FL 33901-3419
239.338.4209 DIRECT
239.337.3850 MAIN
239.337.0970 FAX
bcheffer@ralaw.com

August 18, 2003

Via First Class Mail

John J. Renner, Esquire
Chief Assistant County Attorney
Post Office Box 398
Fort Myers, Florida 33902

Re: Lee County v. Kerry Cameron, Trustee, et als
Our File No. 103868-0005

2003 AUG 20 AM 10:32
RECEIVED BY
LEE CO. ATTORNEY

Dear John:

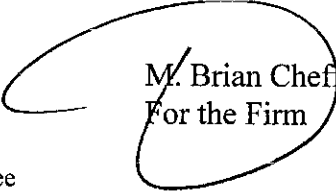
I'm in receipt of and thank you for your letter of August 7, 2003. I understand from your correspondence that you do not have authority to compromise the principal or interest owed. According to my calculations, the total principal and interest is \$54,511.60.

Would the County be amenable to a settlement in which my client pays a single lump sum payment of \$54,511.60 (to be paid within thirty (30) days). In addition, we would also, of course, pay any interest which accrues between now and the payment date.

I also understand the settlement would be contingent upon approval of the Lee County Commission. Please let me know at your earliest convenience so my client can begin making the necessary arrangements to secure the settlement funds.

I look forward to hearing from you soon.

Very truly yours,


M. Brian Cheffer
For the Firm

MBC/cm
cc: Kerry Cameron, Trustee
#138364