

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

Blue Sheet No. 20031192

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Interlocal Agreement between Lee County and the City of Fort Myers for County grant funding of up to \$500,000.00 per year (for a total amount of \$1.5 million over a three (3) fiscal year period) for repairs and renovations to the Historic Edison Estate. Authorize Chairman's signature on the Interlocal Agreement.

WHY ACTION IS NECESSARY: Board of County Commissioners' approval is required to finalize the agreement with the City of Fort Myers.

WHAT ACTION ACCOMPLISHES: Finalizes the Interlocal Agreement with the City of Fort Myers for grant funding of capital repairs and restorations of the Edison Estate.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

A12C

3. MEETING DATE:

10-28-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER Agreement

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT County Attorney and County Manager
- C. DIVISION
- BY: _____

TIME REQUIRED:

7. BACKGROUND: On February 18, 2003 the City of Fort Myers, by the Mayor, James T. Humphrey, requested that the Board of County Commissioners consider funding \$1.5 million towards restoration of the historic Edison Estate in Fort Myers. The County Manager recommended the restoration funding and the Board of County Commissioners approved the City's request and directed staff to negotiate an Interlocal Agreement.

The Interlocal Agreement (attached) allows the City of Fort Myers to receive up to \$500,000.00 per year for three (3) years for capital improvements to the Edison Estate. Such funding will be paid to the City on a cost reimbursement basis after a reimbursement determination has been made.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

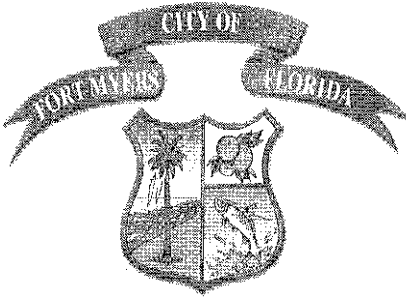
A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services	G County Manager
N/A	N/A	N/A	N/A	<i>[Signature]</i>	<i>[Handwritten initials and dates]</i>	<i>[Handwritten initials and dates]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

CO. ATTY.
FORWARDED
TO CO. ADMIN.
10-14-03

RECEIVED BY
COUNTY ADMIN: *[Signature]*
10/14
3:12 PM
COUNTY ADMIN
FORWARDED TO: *[Signature]*
10/19



CITY OF FORT MYERS, FLORIDA

CITY CLERK'S OFFICE
PO DRAWER 2217
FORT MYERS, FL 33902
239-332-6740 TEL
239-461-2650 FAX
WWW.CITYFTMYERS.COM

October 10, 2003

HAND DELIVERED

Kris Kroslack, Esq.
Lee County Attorney's Office
Post Office Box 398
Fort Myers, Florida 33902

Dear Ms. Kroslack:

Enclosed herewith are four originals of the Interlocal Agreement between Lee County and the City of Fort Myers to provide funding for the Edison Estate. This Interlocal Agreement was approved by City Council at its regular meeting held on October 6, 2003.

Please have all originals signed by the Chairman of the Board of Lee County Commissioners, retain three originals for your file and return one original to the City Clerk's Office.

Yours truly,

CITY OF FORT MYERS

Marie Adams, CMC
City Clerk

MA:mf

Enclosure


2003 OCT 10 PM 3:48
RECEIVED BY
LEE CO. ATTORNEY

MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY

DATE: October 8, 2003

To: Attachment to
Blue Sheet #20031192

FROM:


James G. Yaeger
County Attorney

RE: INTERLOCAL WITH CITY OF FORT MYERS/EDISON HOME REPAIRS

The Board directed a funding Interlocal with the City of Fort Myers that would provide County funding in order to assist the City in making restoration repairs to the Edison Home facility. The agreement basically provides as follows:

- A. Section Two. The County funds will be provided on a reimbursable cost basis, \$500,000.00 per year for three (3) years, total amount not to exceed \$1.5M.
- B. Section Four. The County will not authorize additional County funding beyond that budgeted as of October 1, 2005 (F.Y. 2005/2006) and as stated in the Interlocal.
- C. Section Five. The County funds will be available and subject to the reimbursement process on or about the payment time frames noted. If the City has not used up a previous allocation and is still proceeding to timely complete the project, prior funds can carry-over to the next fiscal year. The \$1.5M is a cap, unless the agreement is mutually amended otherwise. County funds will be used solely to pay for necessary project capital improvements and restoration as provided in "Exhibit A". Construction "soft costs" such as planning and operation and maintenance costs are not reimbursable. The County's \$500,000.00 per year obligation is a match to City's prior payment of eligible costs.
- D. Section Seven. The County's funding source is eligible TDC revenues. The County has sole discretion as to whether to budget and appropriate funds for any related fiscal year. County's decision not to budget and appropriate future year funds is not a breach of the Interlocal.

RE: INTERLOCAL WITH CITY OF FORT MYERS/EDISON HOME REPAIRS

- E. Section Eight. The City has stated commitments as to securing alternative funding, timely completion of project, and record-keeping. The City must provide to the County reasonable assurances as to the management entity, non-diversion of funds, written management/financial plans, and that fees will be the same for both County and City residents. The City must provide the County project programs outlining the improvement plans, time-lines, status reports, use of County funds, and any material changes in the project.

Exhibit "A" - Provides for project description, schedule of completion, and estimated costs.

Exhibit "B" - Provides for project payment cost process. Requires City's prior review, approval, and payment of eligible costs. Upon receiving the City's certification for payment, the County has a reasonable time (approximately 30 days) to make reimbursement payment from budgeted funds.

As noted above, the Interlocal requires the City to coordinate the project improvements with the County. In addition, the County will need to ensure that the City's reporting and documentation commitments are complied with prior to funding reimbursements. If you have any questions, please let us know.

JGY/cdd

xc: Donald Stilwell, County Manager
Pete Winton, Assistant to the County Manager
Jim Lavender, Public Works Director
D.T. Minich, Visitors and Convention Bureau Director

**INTERLOCAL AGREEMENT BETWEEN LEE COUNTY, FLORIDA
AND THE CITY OF FORT MYERS, FLORIDA**

THIS INTERLOCAL AGREEMENT is made and entered into as of the _____ day of _____, 2003, by and between **LEE COUNTY**, a Charter County and a political subdivision of the State of Florida herein referred to as "County", and the **CITY OF FORT MYERS, FLORIDA**, a Florida Charter municipality, herein referred to as "City", collectively, "the Parties", hereto.

WITNESSETH:

WHEREAS, the City finds it necessary and in the public's interest to make capital repair and renovation improvements to the Edison Estate facility located in the City; and,

WHEREAS, the City has adopted a Comprehensive Restoration and Maintenance Plan for the Edison Home facility, to include the "Project" as described herein; and,

WHEREAS, it serves a public purpose and is in the interests of the public health, safety, and welfare of the citizens of Lee County for Lee County to provide certain reimbursable grant monies to assist the City in remediating and preventing the further deterioration of the Project and to help by this funding to preserve the cultural significance of the Project for the benefit of Lee County residents and tourists; and,

WHEREAS, the County, subject to the provisions of this funding interlocal, is willing to contribute funds on a reimbursable basis for the City's Project, in the amount of \$500,000.00 per year for a total amount of up to \$1.5 million over a three (3) fiscal year period, contingent upon the City obtaining necessary funding for all but \$1.5 million of the total Project cost; and,

WHEREAS, Chapters 125, 163, and 166, Laws of Florida, and other applicable laws

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authorize the County and City to enter into this joint funding and county grant interlocal in order for the Parties to provide for and improve museums and cultural facilities for the benefit of its citizens.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable considerations given and received, the Parties hereto agree as follows:

SECTION ONE: RECITALS

- (A) The provisions and findings of the "Whereas" clauses above are incorporated herein as if set out further at length.
- (B) This agreement is entered into pursuant to the Lee County Charter, Chapters 125, 163, and 166, Laws of Florida and other applicable law.

SECTION TWO: PURPOSE

The purpose of this Interlocal Agreement is for the County to provide to the City on a reimbursable basis, \$500,000.00 per year, up to \$1.5 million of county funds over a three (3) year fiscal period to assist in the funding of the Project as described in Section Three hereof. ~~The County's funding obligation to the City will be subject to the provisions and conditions as further set forth in this agreement. The City will use the County's reimbursable grant funds as provided herein solely for capital repairs and capital restoration improvements to the Project. The County's funding assistance is to be a reimbursable match of City funds for capital repairs and restoration in at least the amount of \$500,000.00 annually for the Project from City funding sources not related to Edison Estate revenues.~~

SECTION THREE: THE PROJECT

The Project shall be the City's initiation and prosecution to completion of the capital repairs and restoration of the Edison Home Estates, as described in "Exhibit A" hereto and herein called the "Project". The Project as described in "Exhibit A" will generally describe the work to be accomplished, schedules for completion of the work, and estimated costs to completion. The City will construct the Project in accordance with all applicable State and Federal laws and regulations.

SECTION FOUR: THE TERM

The term of this agreement shall commence from the date of execution of the agreement by the County and shall continue until completion of the Project and City's compliance with Section 8(J) hereof or until the time said County funds as specifically authorized in this agreement have been actually paid by the County to the City, should a previously authorized funding be disbursed to the City beyond the Project completion date, which is anticipated to be approximately September 30, 2013. In no event shall County authorize additional County funds not provided for in Section Five below, after October 1, 2005. ~~The term of this agreement is subject to the cancellation and termination provisions~~ hereafter provided.

SECTION FIVE: COUNTY PAYMENTS

~~The County will pay to the City on a reimbursable basis, a total amount not to~~ exceed \$1.5 million during the term of this agreement as needed by the City in order for the City to pay for identified capital improvements to complete the Project. The County's obligation hereunder, subject to Section Seven hereof, shall be to pay City up to \$500,000.00 per fiscal year for three (3) fiscal years, to wit:

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- FY 03-04 - Up to \$500,000.00 available on or about November 15, 2003.
- FY 04-05 - Up to \$500,000.00 available on or about November 1, 2004
(See Section Seven).
- FY 05-06 - Up to \$500,000.00 available on or about November 1, 2005
(See Section Seven).

The County's obligation shall not exceed \$500,000.00 per fiscal year. If, however, pursuant to "Exhibit B" hereof, the City does not request a total expenditure of \$500,000.00 in any one (1) fiscal year and the City is still proceeding to timely complete the Project, the County will carry-over any such unexpended portion of any one (1) fiscal years \$500,000.00 allocation hereunder for City's Project use in the next fiscal year.

Once the County's total obligation of not exceeding \$1.5 million has been reached, the County's funding obligations pursuant to this agreement will be concluded and the City will not request any additional County funds from the County to improve and/or operate the Project and related facilities. This agreement in no way binds County to provide future funding for the Project, except as specifically authorized, budgeted, and appropriated pursuant to the provisions herein. Likewise, once the Project is satisfactorily completed and all required payments made to the City contractor(s) for the Project, and County has ~~made its match reimbursement payments hereunder up to that date,~~ County will not be responsible for any further payments hereunder, even if County grant funds are available.

~~The County's payment process will be as set forth in "Exhibit B" hereto and will entail the County's paying the City on a documented request basis from the City for reimbursement of paid monies for authorized work by City on the Project.~~

The County funds will be used by the City to pay solely for necessary Project capital improvements and restorations. By way of example only, the County will not be asked to, nor will City use, said County funds for such costs as construction planning,

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architectural/engineering work and/or feasibility studies, and related matters.

The County's \$500,000.00 annual fiscal year payment is a match to the City's spending of at least \$500,000.00 annually on the Project's capital improvement needs from City revenues not related to Edison Estates Project revenues.

SECTION SIX: CITY EXPENDITURES

The City will proceed in good faith and due diligence to satisfactorily complete the Project as outlined in "Exhibit A" hereto. The City will enter into all required contracts in order for the City to timely make the required capital improvements and restoration. It is hereby made expressly a part of this agreement that the City will make all payments to third parties retained by the City for the satisfactory completion of the work. Accordingly, the City represents that as a condition of County's funding obligation and the reimbursement to the City for the Project work done and submitted hereunder, the City will duly budget and appropriate as necessary sufficient City funds in the amount of at least \$500,000.00 annually for the payment of Project capital improvements and restorations from City funds not related to Edison Estate Project revenues. The City will not request in any one (1) fiscal year for the County to make its payments per Section Five and "Exhibit B" hereof, until City has paid at least an equivalent amount from City fund sources as referenced herein for eligible Project improvements. The County grant funds shall be utilized proportionately and in conjunction with other funds provided for the Project as it progresses. The City will keep all such records and will document to the County as requested by the County, the City's fulfillment of the City expenditures in order for the County to determine the County match funding requirements and that the County funds are being utilized proportionately and in sequence with other Project construction funds.

**SECTION SEVEN: COUNTY BUDGETING - COUNTY CONDITION ON
PAYMENT OBLIGATIONS**

Per Section Five hereof, the County's intent to provide funding to the City for the Project, from the County's tourist tax development fund, involves County funding in future fiscal years. Accordingly, all other terms, provisions, and obligations of this agreement notwithstanding, the County reserves the sole right and discretion in any future fiscal years not to budget and appropriate any stated \$500,000.00 for that fiscal year. The County's obligations hereunder to pay to the City up to \$500,000.00 of County funds in Fiscal Year 03-04 and Fiscal Year 04-05 is thus expressly subject to and conditioned upon the County specifically budgeting and appropriating said County funds for the Project, from the County's tourist tax development fund, through each fiscal year requiring budget appropriation and public hearing process. While the County agrees it will proceed to consider said City funding in future years budget and hearing process, the County is under no obligation, legal or otherwise, to so budget and appropriate County funds for the Project in future fiscal years. Should the County for any reason determine not to so budget and appropriate any County fund amounts for City's Project, City agrees that such County action will not constitute a breach of any provision of this agreement and that City will have no legal recourse or claims thereto.

SECTION EIGHT: OBLIGATIONS OF THE CITY

In addition to the requirements and obligations of the City as provided above, the City shall:

- (A) Obtain financing for the Project to cover the total cost of the Project, minus the total contribution of \$1.5 million by the County pursuant to the

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agreement, should said amounts be budgeted and appropriated by the County pursuant to Section Seven hereof.

- (B) Prior to any County funding hereunder, provide to the County the establishment of the entity that will manage the present construction and also future operation of the Project with assurances acceptable to the County that there is certainty that all future Edison Estates Project revenues will be segregated and spent on Project capital, maintenance and/or operations and not diverted to any other unrelated City projects and/or programs.
- (C) Prior to County funding hereunder, provide to the County a written Management/Financial Plan outlining how the City will proceed to use the County funds as provided for herein, how the Project will be successfully completed and that either the City or the Managing entity will have sufficient revenues to properly operate and maintain said facilities in the future, with assurances said Project will remain open to the general public, subject to the payment of reasonable admission fees.
- (D) Provide to the County, assurances acceptable to the County that future Project admission or parking fees will be the same for both City and County residents.
- (E) Proceed in good faith and with due diligence to secure all other available additional grant funds from whatever source to make the capital improvements to the Project as provided herein. To the extent City receives capital improvement grants for the Project in addition to the County contributions, the County shall be entitled to a refund of its monies as so

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provided herein in proportion to the County share of the Project cost, and said refund shall be allocated from any excess funds remaining upon completion of the Project due to the City's receipt of additional grant funds. The County shall be entitled to its percentage refund for additional grant funds received by the City for the Project hereunder, even though said funds may not actually be received by the City until after the term of this agreement has expired pursuant to Section Four herein. The County will only be entitled to a percentage refund to the extent that such refund does not violate the terms of any grant agreements or grant funding.

- (F) Prepare general programs outlining the improvement plans, time-lines, and method of accomplishing completion of work with on-going status updates on the Project, the use of County funds, and coordinate same with the County Manager or his designee by periodic updates. Such updates will include any material changes in the Project, Project costs, Project time-lines, use of Project funds or sources of funding for the Project.
- (G) ~~If, and as required by Florida Law, secure competitive bids or proposals for all work to be performed by third party contractors. The City shall be in privity of contract with all contractors for whom City is requesting reimbursement to the City for such work.~~
- (H) Be responsible to pay all costs of the Project and shall be solely responsible to resolve and discharge any and all liens, claims, demands, and judgments associated with Project work. The City shall be solely responsible to resolve all Project construction contract disputes, claims, and demands, and the

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payment of any additional monies required thereby.

- (I) Keep books, records, documents, and other evidence pertaining to costs and expenses incurred for the construction to the extent and in such detail as will properly reflect an accurate total Project cost and accounting for all funding of the Project, to include the use of the County's grant funds hereunder and administration of this agreement. The City shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized County representatives for a minimum of three (3) years after completion of construction of the Project or as otherwise longer required by Generally Accepted Accounting Practices (GAAP).
- (J) Notify the County in writing of the satisfactory completion of the Project. The City shall provide a certification of final Project costs, sources of funds received for the Project and use of Project funds. Said certification shall include a statement reflecting City's calculations as to compliance with ~~Section Eight (E) hereof, if applicable.~~
- (K) At its own expense and pursuant to Law, hold harmless and defend any and all claims, actions, suits, or proceedings that may be brought against the ~~County and its employees by third parties in connection with this agreement~~ or the City's construction, operation or maintenance of this Project, and to further satisfy, pay, and discharge any and all judgments that may be entered against the County and its employee in any such action or proceeding.

SECTION NINE: INDEPENDENCE OF CITY ON PROJECT

It is understood and agreed by the Parties hereto that the County, its officials, and employees are neither agents, employees or representatives of the City on the Project for any purpose whatsoever. Likewise, the City, its officials and employees are not agents, employees or representatives of the County for any purpose whatsoever relating to the City Project. The County's sole responsibility under this agreement is to provide the City, county funds for the Project, pursuant to the terms of this agreement. The City, its officials and employees shall remain independent with respect to all services performed and responsibilities incurred by the City on the Project. It is not intended that the County, its officers or employees shall in any respect be in privity of contact with, or have any financial responsibility to, the City's contractors or suppliers on the Project. This is an exclusive Interlocal Agreement by and between County and City for reimbursable funding between the two local government entities, and no third party may rely hereon and/or have or maintain any claim(s) under the terms or conditions herein.

SECTION TEN: CANCELLATION

This agreement and the County's obligation to provide any future funding or payments to the City per Section Five and "Exhibit B" hereof are subject to cancellation by the County upon the County providing 30 days prior written notice of the violation to the City, with the City having the opportunity to cure the articulated violation within 30 days from the receipt of the County's written notice, for the following reasons:

- (A) City's failure to issue a notice to proceed to initiate Capital Repair work on the Project within 120 days of City award of said construction contract for

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work for which the County is to reimburse the City.

- (B) City's failure to timely construct and complete the work for the Project funded hereunder per the time lines provided in "Exhibit A" hereto, Schedule of Completion.
- (C) City's failure to timely provide for any additional City funding to complete the Project should the actual cost to complete the Project exceed the estimates as provided in "Exhibit A" hereto.
- (D) City's failure to provide matching funds for the Project as provided in Section Five hereof.

County's exercise of its cancellation rights in this section will not waive or preclude County from excising its termination rights as provided in Section Seventeen, and the County retains the sole right and option of electing which remedy it wishes to pursue, as so deemed appropriate.

SECTION ELEVEN: TERMINATION OF AGREEMENT

- (A) (i) ~~Failure of City to materially comply with any of the provisions of this agreement shall be considered a breach of the agreement and shall be~~ cause for immediate termination of the agreement at the discretion of the County. Such termination by County will not cancel or terminate the ~~obligation of the City to repay to County the sum of any County funds as~~ County may have previously disbursed on a reimbursable basis by the County to the City per Section Five and "Exhibit B" hereof.
- (ii) Failure of City to maintain an Edison Home Estate Facility open to the general public during the term of this agreement shall be considered a

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breach of the terms of this agreement subject to immediate termination by the County.

- (iii) Any breach of this agreement will be provided in writing to the City by the County via certified mail.
- (B) Upon said County termination as provided for in this Section, City shall be responsible for and shall repay to the County all County funds that have been disbursed to the City per Section Five and "Exhibit B" hereof to include any fees and costs incurred by County in collecting the payment of said funds due and owing by the City hereunder.
- (C) Either City or County may terminate or cancel this agreement without cause by providing ninety (90) days prior written notice to the other Party. Under no circumstances may City terminate or cancel this agreement prior to the successful completion of the Project without a refund or repayment to Lee County of the county funds as provided and paid by the County to the City hereunder, per Section Five and "Exhibit B".
- (D) ~~Per Section Seven hereof, the County in its annual Budget Hearing and appropriation process exercises its sole legislative discretion not to budget and appropriate to the City and this Interlocal Agreement any County funds for Fiscal Year 03-04 or Fiscal Year 04-05. The City will not have the opportunity to cure County cancellation based upon this section, as same is not deemed a breach of the agreement.~~

SECTION TWELVE: CONFORMITY TO THE LAW

The City shall comply with all federal, state, and applicable local laws and any rules

or regulations adopted thereunder, in its performance under this agreement.

SECTION THIRTEEN: WAIVER OR MODIFICATION

There shall be no waiver or modification of this agreement or of any covenant, condition, or limitation herein contained unless mutually agreed upon by the County and the City and reduced to written amendments to this agreement.

SECTION FOURTEEN: INDEMNIFICATION

The City agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages to the County resulting from any such negligence pursuant to Law. Nothing herein is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract. This is an exclusive agreement by and between the County and the City; no third parties shall have or maintain any claims under the terms or conditions hereunder.

SECTION FIFTEEN: SEVERABILITY

If any provision, or any portion thereof contained in this agreement is held unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or portion(s) thereof, shall be deemed severable, and shall not be affected by such determination and shall remain in full force and effect.

SECTION SIXTEEN: AGREEMENT COVERED BY FLORIDA LAW

This agreement and performance hereunder and all suits and proceedings hereunder shall be construed in accordance with the laws of the State of Florida.

SECTION SEVENTEEN: AGREEMENT MANAGEMENT

Lee County hereby designates the following person as the liaison between the County and the City for purposes of administration of this agreement and any notices and/or filings shall be forwarded, in writing to:

IF TO LEE COUNTY:

Lee County Attorney
P.O. Box 398
Fort Myers, FL 33901
(239) 335-2236

IF TO CITY OF FORT MYERS:

City Clerk
2200 Second Street
P.O. Drawer 2217
Fort Myers, FL 33902
(239) 332-6740

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Date: _____

ATTEST:

CITY OF FORT MYERS

Marie Adams
Marie Adams, CMC
City Clerk

By: Jim Humphrey
Mayor Jim Humphrey
Date: 10-10-2003

APPROVED AS TO FORM:
LEE COUNTY ATTORNEY'S OFFICE

APPROVED AS TO FORM:
COUNSEL TO CITY OF FORT MYERS

By: _____
Lee County Attorney

Grant Williams Alley
Grant Williams Alley
City Attorney

Exhibit A
“Edison Home Estate Capital Improvement Project”

I. Project Description

As Lee County’s most famous citizen and the Country’s 8th most visited historic home, the Edison Estate is a restoration project with immense historic and economic impact.

The Project is the restoration of the Edison Guest House, the Edison Main Home, the Edison Caretaker’s Cottage, and the Tea House and Pool all of which are located on the historic Edison & Ford Winter Estates in downtown Fort Myers, Lee County.

Lee County Project Funds will address structural, systemic and exterior restoration of the primary Edison buildings on the west side of the Estate including:

1. Edison Guest House
2. Edison Main Home
3. Edison Caretaker’s Cottage
4. Edison Tea House and Pool
5. Fire Suppression System

Because of the importance of these Edison structures, they have been selected to be the first phase of overall site restoration. There are an additional 6 historic buildings slated for repair, maintenance and restoration in the future.

The collaboration of Lee County and the City of Fort Myers is important as the County/City restricted funds will provide the basis and will serve as a match for needed state and federal grants as well as private donations. For example, the Edison & Ford Winter Estates Foundation has also committed funds that will be directed to interior restoration of the structures, the State of Florida has awarded a grant for fire suppression, and an application has been submitted to the federal program, *Save America’s Treasures*, for the Edison structures.

Since the *Historic Structures Report (HSR)* of the Edison historic structures was undertaken in 1997, there has been considerable research and documentation of the need to repair and restore the buildings. In the *HSR*, the consulting architect noted considerable termite, water and exterior damage especially to the Edison Guest House. Investigation by new Estates’ staff resulted in the appointment of a restoration team including managing and historic architects and conservators who began in-depth investigation and emergency repairs to the structural issues of the Guest House.

In 2001, the structural integrity and weather tight issues of the Guest House were determined to be emergency and funds were advanced by the City of Fort Myers. Coupled with prior capital improvement funds, these City funds provided \$280,000 to address the initial stabilization issues and address structural and weatherizing until

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larger funds could be secured.

Subsequently, the City Mayor, Jim Humphrey, and new manager, Chris Pendleton, requested the City Council and Lee County for matching funds of \$1.5 million each to continue the work on the Edison Guest House, the Edison Main Home, the Edison Caretaker's Cottage and the Teahouse/Pool complex.

The project will address structural issues as well as exterior restoration to weatherize the envelope of the building making it watertight including but not limited to roof replacement in keeping with the original cedar wood shingles, flashings, gutters, restoration of windows, siding replacement and related features, and painting to the 1929 color. It will also address building systems including electrical rewiring to contemporary code (leaving in place the original Edison inoperable wiring) and new fire suppression systems.

The project will explicitly follow guidelines established by the Secretary of the Interior's "Standards for Rehabilitation" and has received approval from the Fort Myers Historic Preservation Commission.

The Estates has struggled against the affects of 117 years of Florida climate. No previous extensive restoration has been undertaken. Regular maintenance and repairs have been routine. As a result, dry rot and termite damage are threatening the structural interior and exterior surfaces of the house, including beams and sills, lap siding, vertical siding, house skirt, porch rails, frets, stairs, roof and rafters, cornices, window and screen sashes. The roof shingles, destroyed years ago and replaced with asphalt shingles, need replacement with historically correct wood shingles. Foundation piers and chimneys need repointing, foundation and attic strapping must be added, and the electrical needs replacement to provide appropriate visitor and utility lighting and related systems. Finally, the installation of fire suppression systems is critical to the future of the spruce, pine and cypress structures.

At the conclusion of the City/County Project, restoration of the interior finishes of the buildings will address wall treatments, paint, floors and ceilings and other interior building restoration needs. Strong local community support through the Edison – Ford Winter Estates Foundation is anticipating raising \$3 million for the interior restoration.

II. SCHEDULE OF COMPLETION

As the County's premier cultural attraction, the management is committed to keeping as much of the Estates open to the public as possible through the restoration process. Therefore, we will move through the buildings #1-5 undertaking primarily one historic structure at a time. However, it is anticipated that components of the Main House and Caretaker's Cottage could be accomplished simultaneously. As a result, the total of 10 years to complete may be shortened.

TIMELINE BY HISTORIC STRUCTURE

1. Edison Guest House

RFP process	6 months
Bid process	3 months
Planning/Permitting, selective demolition/investigation with the final product of construction drawings and specs	7 months
Archaeological Site Work	in conjunction with RFP bid process
Priority 1	7 months
Priority 2	4 months
Priority 3	9 months
Wiring	in conjunction with #3
Fire Suppression	in conjunction with #3
Guest House Total	36 months

2. Edison Main House

RFP process	6 months
Bid process	3 months
Planning/Permitting, selective demolition/investigation with the final product of construction drawings and specs	7 months
Archaeological Site Work	in conjunction with RFP bid process
Priority 1	7 months
Priority 2	4 months
Priority 3	9 months
Wiring	in conjunction with #3

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Fire Suppression in conjunction with #3

Main House Total 36 months

3. Edison's Caretaker's Cottage

RFP process 6 months

Bid process 3 months

Planning/Permitting, selective demolition/investigation
with the final product of construction drawings and specs 7 months

Archaeological Site Work in conjunction with RFP
bid process

Priority 1 7 months

Priority 2 4 months

Priority 3 9 months

Wiring in conjunction with #3

Fire Suppression in conjunction with #3

Caretaker's Cottage Total 36 months

4. Edison Tea House and Pool

Paint Analysis 2 months

Architectural Drawings 5 months

Removal of Trees and Demolition of Structure 1 month

Repairs/Restoration of Tea House and Pool 6 months

Tea House/Pool Total 14 months

5. Fire Suppression System

The fire suppression system will be completed in conjunction with the work on the historic structures as outlined above.

OVERALL PROJECT TOTAL 10 Years

III. ESTIMATED COSTS TO COMPLETE KEY PROJECT ACTIVITIES:

1. EDISON GUEST HOUSE

(Includes Guest House & Kitchen Wing)

Following the scope defined in the Historic Structures Report (HSR) and the managing restoration architect, structural repairs and restoration will include:

PRIORITY ONE – STRUCTURAL: This will include items such as: cracked rafters, floor joists, foundation anchors, attic connections, hip rafters, chimney, porch floors, porch rafters, skirt boards, etc.

PRIORITY TWO – ROOF: This will include items such as: roofing, water conductors, flashings, belt course and water table.

PRIORITY THREE – EXTERIOR: This will include items such as: reconstruct chimney, rebuild cornices, shutters, window rot, rafter fungi, siding gap, lattice panels, exterior doors and screens; lap siding repair, porch railing, window repair and miscellaneous trims.

PRIORITY FOUR – FIRE SUPPRESSION: This will include items such as: mist system installation, control valves, self-contained water/nitrogen system, fire alarm system upgrade, electrical/alarm service and fire mains.

PRIORITY FIVE – WIRING: This phase will repair and or rewire existing devices and provide fluorescent outdoor security lights.

OTHER: This will include items such as: insurance, bond fees, temporary facilities, office supplies and materials.

GUEST HOME EXTERIOR

\$1,600,000

2. EDISON MAIN HOME
(Includes Main Home and Bedroom Wing)

Following the scope defined in the Historic Structures Report (HSR) and the managing restoration architect, structural repairs and restoration will include:

PRIORITY ONE – STRUCTURAL: This will include items such as: hyphen post splice, dry rot, foundation anchors, attic anchors, chimney, corner board, porch hip, sill damage, repoint foundations, skirt boards, structural repairs, porch roof and rafters.

PRIORITY TWO – ROOF: This will include items such as: water conductors, cornices, flashings, belt course, dressing room, water conduction and chimney flashing.

PRIORITY THREE – EXTERIOR: This will include items such as: chimney, splash blocks, shutters, exterior painting, lap siding, vertical siding, house skirt, water table, porch rails, window repairs, corner board, exterior doors and screens.

PRIORITY FOUR – FIRE SUPPRESSION: This will include items such as: mist system installation, control valves, self-contained water/nitrogen system, fire alarm system upgrade, electrical/alarm service and fire mains.

PRIORITY FIVE – WIRING: This phase will repair and or rewire existing devices and provide fluorescent outdoor security lights.

OTHER -- This will include items such as: insurance, bond fees, temporary facilities, office supplies and materials.

TOTAL EDISON HOME EXTERIOR

\$1,600,000

3. EDISON'S CARETAKER'S COTTAGE

Based on the Historic Structures Report and cost analysis by HSR architect, thorough investigation and related costing not undertaken as yet by current restoration team.

PRIORITY ONE – STRUCTURAL – Based on the Historic Structures Report, the ceiling

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structures were not adequately attached to the walls or roof at the time of original construction. Floor joists are mortised into the sill plates on the east and west walls. Outward movement of the sills has caused the tenons to pull out of the sill mortises. Some of these separated joists have been scabbed and shored; however the remaining joists also require repair. A concrete block pier is needed under the center porch post on the north elevation. Severe distress due to termite damage and decay was noted at the west end of the south elevation wall. Collapse of the first floor structure in this location is likely unless the sill is replaced and the joist ends are repaired. The floor structure under the north porch adjacent to Room C107 is also severely dilapidated due to termite infestation. The sill plates should be replaced. Exterior sheathing needs to be removed so that the condition of the wall studs can be determined. Additional support of the joist under the knee wall is needed due to the loading situation.

PRIORITY TWO – ROOF -- Based on the recommendations of the Historic Structures Report, the caretaker's cottage roofs are in poor condition and need to be replaced.

PRIORITY THREE – EXTERIOR -- Based on the recommendations of the Historic Structures Report, the exterior siding and trim should be painted. Paint deterioration (loose, peeling paint) was noted throughout. At the time of repainting, missing and deteriorated window glazing should be replaced. A flexible, paintable sealant should be neatly applied at joints between window and door openings and exterior wood siding to prevent water infiltration.

PRIORITY FOUR – FIRE SUPPRESSION: This will include items such as: mist system installation, control valves, self-contained water/nitrogen system, fire alarm system upgrade, electrical/alarm service and fire mains.

PRIORITY FIVE – WIRING: This phase will repair and or rewire existing devices and provide fluorescent outdoor security lights.

OTHER -- This will include items such as: insurance, bond fees, temporary facilities, office supplies and materials.

TOTAL EDISON'S CARETAKER'S COTTAGE	\$1,600,000
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4. EDISON TEA HOUSE AND POOL

Based on the Historic Structures Report and cost analysis by HSR architect, thorough investigation and related costing not undertaken as yet by current restoration team.

TEA HOUSE

ROOF: Remove existing roof to rafters. Salvage beaded deck boards for repair and reuse. Reinstall salvaged and new beaded boards, new moisture barrier, new plywood deck, new roof and flashings.

EXTERIOR WOODWORK: Remove, repair/replace brackets; repair/replace deteriorated pilasters, arches and latticework, window screen frames and water table.

INTERIOR RESTORATION: Remove toilet, concrete floor, and plumbing in toilet room and restore this space to its original configuration as a dressing room, including bench. Survey hardware. Restore existing original hardware and specify historically appropriate replacements as required.

CONCRETE: Repair concrete at interior shower, patch cracks in concrete foundation, and restore concrete floor at restored dressing room.

TILE FLOOR: Restoration of tile floor may require partial removals to repair underlying foundation. Further investigation is needed to determine appropriate coating for tile floor, to prevent further deterioration of tile surface from heavy foot traffic.

SITE WORK: Restore fountain at center of tile "Tea House" floor. Restore drainage gutters at grade, remove two trees, and trim tree limbs that overhang building.

PAINT ANALYSIS: Interior and exterior surfaces.

FINISHES: Paint interior and exterior surfaces based on paint analysis.

LIGHT FIXTURES: Restore six exterior and five interior light fixtures. Rewire fixtures, retaining existing historic/original wiring in place.

POOL

PAVILION ROOF: Remove existing roofing material to wooden board deck. Repair/replace deck boards as required to match existing. Recreate decorative pavilion roof canvas, including skirt overhangs, in materials to replicate original canvas material and design.

PIPE RAILINGS: Restore rusted areas of pipe and refinish. Remove sections of inappropriate replacement pipe and replace to match original existing materials.

CONCRETE: Clean iron structure where exposed due to concrete deterioration. Paint

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with rust-inhibiting primer prior to patching concrete. Restore overflow basin on west side of pool.

DIVING PLATFORM: Reconstruct diving platform based on original 1928 drawing.

PAINT ANALYSIS: Pool basin, walkway surfaces, pipe railings.

FINISHES: Repaint pool and pipe railings based on findings of paint analysis.

LIGHT FIXTURES: Restore three light fixtures at pavilion. Rewire fixtures, retaining historic/original wiring in place.

TOTAL FOR EDISON'S TEA HOUSE & POOL \$400,000

5. FIRE SUPPRESSION SYSTEM

This phase of the project will encompass the installation and upgrading of security and fire suppression systems for the historic structures. This project encompasses risk reduction and management techniques, improved security measures, upgrades to the existing fire detection and alarm systems, and the installation of automatic suppression systems. The first priority is given to upgrading the present three individual fire detection and alarm systems into a single new addressable system. The second priority is to provide automatic fire suppression in the historic structures.

The suppression system will include the following: fire engineering fees, sprinklers, piping, supports, control valves (main alarm valve, zone valves), associated trim, fire alarm system interconnection (flow and supervisory switches), self-contained water/nitrogen cylinders, underground service (pipe work), fire department pumping connection and back flow valve.

The detection system will include the following: new fire control instruments, detection control panels, keyboard display units, distributed intelligence units, interface cabling, VESDA air aspiration micro smoke detection systems, manual alarm initiating stations, alarm horn/strobes, supplemental notification appliances for alarm output, photoelectric smoke sensors, thermal sensors, and Linear beam smoke detectors.

TOTAL FOR FIRE SUPPRESSION SYSTEM \$800,000

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SUMMARY OF ESTIMATED COSTS

Edison Guest House Exterior	\$1,600,000
Edison Main House Exterior	\$1,600,000
Yellow Cottage/Caretaker's Cottage Exterior	\$1,600,000
Edison Tea House and Pool	\$ 400,000
Fire Suppression	\$ 800,000

Edison Main Home Interior	\$1,000,000
Edison Guest Home Interior	\$1,000,000
Caretakers Cottage Interior	\$1,000,000

TOTAL ESTIMATE 1 – 5 INTERIOR AND EXTERIOR \$9,000,000

Exhibit B
“Project Payment Process”

- A. Prior to submittal to County, for County’s Reimbursement of City for eligible Project Costs, the City contractors Request for Payment to the City will be first reviewed by City, to include City Attorney’s Office when appropriate, for a determination and action that:
- i. The Request for Payment is consistent and in conformity with City’s approved construction contract.
 - ii. The work subject to the Request for Payment has been successfully completed per the City’s contract terms.
 - iii. The Request for Payment amount was due and owing at the time submitted to the City.
 - iv. The City’s payment of same was a proper legal expenditure of City’s funds per the City’s contract.
 - v. The City has duly paid same to the City contractor and requests reimbursement for eligible costs from the County per the Interlocal Agreement.
- B. The City’s Request for County reimbursement will be forwarded to County Manager’s Office, 4th Floor, Administration Building, in writing with a City cover letter requesting the amount of corresponding reimbursement to be paid to the City, including a certification that the above determinations and actions have been duly made by the City and further submitting the corresponding payment request documentation to support the City request of County fund reimbursements. The City requests for County reimbursements herein will be subject to a payment request schedule as mutually agreed upon and coordinated by the parties respective contract representatives.
- ~~C. Based upon the City’s Certification Request and supporting documentation, the County will proceed to timely issue a County warrant in the appropriate amount payable to the City of Fort Myers and delivered to the Edison Ford Winter Estates, 2350 McGregor Boulevard, Fort Myers, Florida 33901. The County’s delivery of said County warrant to the Edison Ford Winter Estates shall be deemed as payment to the City.~~
- D. The County’s payment to the City of the requested reimbursement amount as provided above will be made within a reasonable time, but should not exceed 30 days, unless additional information and/or documentation is needed by the County in order to prepare the County warrant.

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- E. The Parties agree to coordinate said payment requests. The Parties agree to proceed in good faith and with due diligence to timely resolve any payment issues or disputes between the Parties.
- F. The County will not be involved in, or be responsible for resolving, any payment disputes, claims and/or issues between the City and the City Contractor on the payment requests and/or related construction work or contract compliance issues between City and its Contractor.