



Board of County Commissioners Meeting Agenda

District #1 Bob Janes Vice Chair	District #2 Douglas St. Cerny	District #3 Ray Judah	District #4 Tammy Hall Chairwoman	District #5 John E. Albion
Donald D. Stilwell County Manager			David M. Owen County Attorney	

August 29, 2006

Please fill out a "Request to Comment" card if you plan to address the Board and return it to the Clerk at the left of the podium prior to the start of the meeting.

All back up for this agenda is available on the Internet at <http://www.lee-county.com>. Additional information is available in the **Public Resources Office**, 1st Floor, Administration Building, 2115 Second St., Fort Myers, FL

PLEASE NOTE: The Board may take action in its capacity as the Port Authority or Government Leasing Corporation.

COMMISSION CHAMBERS, 2120 MAIN STREET, FORT MYERS, FLORIDA

9:30 AM Invocation: Pastor Jamie Westlake Cypress Lake United Methodist Church

Pledge of Allegiance

Presentations:

CP 1 • 2005-2006 United Way Award Presentation (#20061085 – Commissioner Hall)

Recap

Public Comment on the Consent and Administrative Agenda

Consent Agenda:

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

Administrative Agenda

Appeals Agenda

Walk-ons and Carry-overs

Commissioners' Items/Committee Appointments

County Manager Items

County Attorney Items

Adjourn

CONSENT AGENDA

August 29, 2006

1. COUNTY ADMINISTRATION

(A) **ACTION REQUESTED/PURPOSE:**

Request Board of County Commissioners to adopt a resolution authorizing the borrowing of up to \$12,000,000 from the Tax Exempt Commercial Paper Program for the Corkscrew Road Service Area MSBU. MSBU projects must be included in a resolution prior to funding the improvement with Commercial Paper. Also request approval of resolution declaring intent of the County to Reimburse itself from future permanent financing.

WHAT ACTION ACCOMPLISHES:

Approval of the resolution allows for specific draws on the credit line to be made to provide construction funds.

MANAGEMENT RECOMMENDATION:

Approve (#20060731 – Budget Services)

(B) **ACTION REQUESTED/PURPOSE:**

Approve interfund loan from MSTBU Fund 10400 to San Carlos Park MSTU Fund 10234. The loan is interest bearing and will be due September 30, 2008, unless retired at an earlier date.

WHAT ACTION ACCOMPLISHES:

Current interfund loans crossing fiscal years must be re-approved, and it extends the time funds can accumulate to pay off the loans. The MSTBU loan provides funding to rebuild the San Carlos Arches.

MANAGEMENT RECOMMENDATION:

Approve (#20061084 – Budget Services)

2. CONSTRUCTION AND DESIGN

3. COUNTY COMMISSIONERS

4. COMMUNITY DEVELOPMENT

(A) **ACTION REQUESTED/PURPOSE:**

Deny the request from Affordable Home Company to reduce county lot mowing and demolition special assessment liens from approximately \$14,286.53 down to \$5,000.00

WHAT ACTION ACCOMPLISHES:

Board approval is required for mitigation of county assessment liens.

MANAGEMENT RECOMMENDATION:

Deny the request. (#20061044 – Community Development)

5. HUMAN SERVICES

6. INDEPENDENT

(A) **ACTION REQUESTED/PURPOSE:**

Approve the utilization of piggybacking from Lee County Metropolitan Planning Organization (MPO), with Tindale-Oliver & Associates, Inc., for a total amount of \$84,998.00 for Preparation of the Lee County Travel Demand Study (for southern Lee County). Also authorize Chairwoman to execute the Service Provider Agreement on behalf of the Board.

WHAT ACTION ACCOMPLISHES:

By allowing the Division to piggyback from the MPO contract with Tindale-Oliver Associates, it will allow for the preparation of the Lee County Travel Demand Study (for southern Lee County)

MANAGEMENT RECOMMENDATION:

Staff recommends approval. (#20061055 – Transit)

7. **PUBLIC SAFETY**

(A) **ACTION REQUESTED/PURPOSE:**

Authorize Chairwoman to execute Modification to agreement with the Department of Community Affairs Contract #06-DS-3W-09-46-01-240 to extend the agreement to October 31, 2006.

WHAT ACTION ACCOMPLISHES:

Provides additional time to complete the scope of work.

MANAGEMENT RECOMMENDATION:

Staff recommends approval. (#20061088 – Public Safety)

8. **SOLID WASTE-NATURAL RESOURCES**

9. **TRANSPORTATION**

(A) **ACTION REQUESTED/PURPOSE:**

Award B-06-22 U.S. 41 LANDSCAPE AND IRRIGATION PROJECT FROM COLLEGE PARKWAY TO JAMAICA BAY to the lowest responsive/responsible bidder, Vila & Son Landscaping Corp., in the total not-to-exceed amount of \$1,394,626.05, with a total completion time of 515 calendar days (includes a one-year maintenance period). Approve a transfer from the US 41 Charlotte County Line to Runway Street Landscape Project (405043) in the amount of \$500,000 and amend the FY 05/06-09/10 CIP accordingly. Also, authorize Chairwoman to execute agreement upon receipt.

WHAT ACTION ACCOMPLISHES:

Provides Lee County with a contractor for the installation of plant material, pump stations, underground irrigation system, maintenance of traffic, soil, sod, electrical, directional boring and landscape and irrigation maintenance.

MANAGEMENT RECOMMENDATION:

Approval recommended. (#20061013 – Transportation)

(B) **ACTION REQUESTED/PURPOSE:**

Approve execution of the attached documents under CN-05-09 TOLL VIOLATION ENFORCEMENT SYSTEM – Memorandum of Understanding Drivers License or Motor Vehicle Record Data Exchange; Department of Highway Safety and Motor Vehicles – Request for Personal Information In A Motor Vehicle Record; and Law Enforcement Systems, Inc., Subscriber Agreement. Also, authorize Chairwoman to execute Agreements on behalf of the Board.

WHAT ACTION ACCOMPLISHES:

Provides Lee County the ability to move forward with implementation of the Violation Enforcement System.

MANAGEMENT RECOMMENDATION:

Approval recommended. (#20061017 – Transportation)

10. UTILITIES

(A) **ACTION REQUESTED/PURPOSE:**

Approve final acceptance as a donation of water main and gravity main extension serving Country Lakes, Phase II to provide potable water service, fire protection and sanitary sewer service to this phase of this mobile home subdivision. This is a Developer Contributed asset project located approximately 3,000' north of Luckett Road and approximately 1,200' west of Country Lakes Drive.

WHAT ACTION ACCOMPLISHES:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

MANAGEMENT RECOMMENDATION:

Approval. (#20060936 – Utilities)

(B) **ACTION REQUESTED/PURPOSE:**

Approve final acceptance, by Resolution as a donation of one 4" diameter sanitary sewage force main connection serving CKC Office Building, to provide sanitary sewer to this recently constructed commercial building. This is a Developer Contributed asset project located on the northeast corner of Stringfellow Road and Avenue A.

WHAT ACTION ACCOMPLISHES:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

MANAGEMENT RECOMMENDATION:

Approval. (#20060969 – Utilities)

(C) **ACTION REQUESTED/PURPOSE:**

Approve final acceptance, by Resolution and recording of one (1) Utility Easements, as a donation of two (2) 6" diameter fire lines serving Unity General Distributors to provide fire protection to this recently constructed commercial building. This is a Developer Contributed asset project located on the west side of Metro Parkway approximately ½ mile north of Daniels Parkway.

WHAT ACTION ACCOMPLISHES:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

MANAGEMENT RECOMMENDATION:

Approval. (#20060970 – Utilities)

(D) **ACTION REQUESTED/PURPOSE:**

Approve final acceptance, by Resolution as a donation of water distribution and gravity collection systems to provide potable water service, fire protection and sanitary sewer service to Sail Harbour at HealthPark Phases 1 and 2 f/k/a Solera at HealthPark, a multi-family residential development. This is a developer contributed asset project located at the west end of North HealthPark Circle, approximately 1/2 mile north of Summerlin Road and 1/3 mile west of Bass Road.

WHAT ACTION ACCOMPLISHES:

Places the potable water and sanitary sewer facilities into operation and complies with the Lee County Utilities Operations Manual.

MANAGEMENT RECOMMENDATION:

Approval. (#20060971 – Utilities)

10. UTILITIES (Continued)

(E) **ACTION REQUESTED/PURPOSE:**

Approve construction of a water main extension serving Summit Church to provide potable water service and fire protection to this proposed place of worship. This is a Developer Contributed asset project located along the east side of Ben Hill Griffin Parkway approximately ½ mile south of FGCU Boulevard.

WHAT ACTION ACCOMPLISHES:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

MANAGEMENT RECOMMENDATION:

Approval. (#20060972 – Utilities)

(F) **ACTION REQUESTED/PURPOSE:**

Approve final acceptance, by Resolution as a donation of water, gravity and force main extensions and one (1) lift station to provide potable water service, fire protection and sanitary sewer service to Copper Oaks f/k/a Longwood Villas, a single-family residential development. This is a developer contributed asset project located on the east side of Three Oaks Parkway, approximately 1/2 mile north of Corkscrew Road in Estero.

WHAT ACTION ACCOMPLISHES:

Places the potable water and sanitary sewer facilities into operation and complies with the Lee County Utilities Operations Manual.

MANAGEMENT RECOMMENDATION:

Approval. (#20060973 – Utilities)

(G) **ACTION REQUESTED/PURPOSE:**

Approve construction of a water and gravity main extensions serving Magnolia Point at Verandah to provide potable water service, fire protection and sanitary sewer service to this phase of the proposed multi-family residential development. This is a Developer Contributed asset project located on the south side of SR 80 approximately 1-1/2 miles west of Buckingham Road.

WHAT ACTION ACCOMPLISHES:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

MANAGEMENT RECOMMENDATION:

Approval. (#20060987 – Utilities)

(H) **ACTION REQUESTED/PURPOSE:**

Approve final acceptance, by Resolution and recording of one (1) utility easement as a donation of water main and force main extensions to provide potable water service, fire protection and sanitary sewer service to University Club Apartments a/k/a College Club Apartments, a multi-family residential project. This is a developer contributed asset project located on the west side of Ben Hill Griffin Parkway, approximately 3/4 mile south of Alico Road.

WHAT ACTION ACCOMPLISHES:

Places the potable water and sanitary sewer facilities into operation and complies with the Lee County Utilities Operations Manual.

MANAGEMENT RECOMMENDATION:

Approval. (#20060988 – Utilities)

10. UTILITIES (Continued)

(I) ACTION REQUESTED/PURPOSE:

Approve construction of a force main extension serving Shops at Jamaica Bay to provide sanitary sewer service to this proposed commercial building. This is a Developer Contributed asset project located at the southeast corner of US 41 and Jamaica Bay Boulevard.

WHAT ACTION ACCOMPLISHES:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

MANAGEMENT RECOMMENDATION:

Approval. (#20060989 – Utilities)

(J) ACTION REQUESTED/PURPOSE:

Approve construction of water main and gravity main extensions serving River Hall Country Club, Phase II to provide potable water service, fire protection and sanitary sewer service to this phase of the proposed residential subdivision. This is a Developer contributed asset and the project is located along the south side of S.R. 80 approximately ½ mile east of Buckingham Road.

WHAT ACTION ACCOMPLISHES:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

MANAGEMENT RECOMMENDATION:

Approval. (#20060990 – Utilities)

(K) ACTION REQUESTED/PURPOSE:

Approve the utilization of piggybacking from Martin County, Bid # 5584 Annual Agreement, A/R 05-352, with Synagro, at a price per 1000 gallons processed at \$46.00. The estimated annual expenditure is \$1,000,000.00 for dewatering, transportation and disposal of wastewater residuals from Fiesta Village, Gateway, Three Oaks, and Waterway Estates wastewater plants. Also, allow Chairwomen to execute the Service Agreement on behalf of the Board.

WHAT ACTION ACCOMPLISHES:

By allowing the Department to piggyback onto Martin County's contract with Synagro, it will allow Lee County Utilities – Operations Division to complete the needed dewatering, transportation and disposal of wastewater residuals from Fiesta Village, Gateway, Three Oaks, and Waterway Estates wastewater plants.

MANAGEMENT RECOMMENDATION:

Staff recommends approval. (#20061052 – Utilities)

11. PARKS AND RECREATION

(A) ACTION REQUESTED/PURPOSE:

Rename Spanish Creek Preserve, a Conservation 20/20 preserve, Daniels Preserve at Spanish Creek.

WHAT ACTION ACCOMPLISHES:

Changes name from staff suggestion to previous owner suggestion which is supported by the Conservation Lands Acquisition and Stewardship Advisory Committee (CLASAC).

MANAGEMENT RECOMMENDATION:

CLASAC voted unanimously on August 10, 2006 to rename the preserve.

(#20061070 – Parks & Recreation)

11. PARKS AND RECREATION (Continued)

(B) **ACTION REQUESTED/PURPOSE:**

Approve and execute Agreement and Addendum between the Florida Department of State Bureau of Historic Preservation and Lee County for a grant in the amount of \$14,000 to develop Architectural and Engineering construction documents for restoration of the Olga Community Center. Authorize department director to sign future grant documents. Approve Budget Amendment in the amount of \$14,000.

WHAT ACTION ACCOMPLISHES:

Provide an Agreement, Addendum, budget authority, and signature authorization for grant funds for the development of construction documents for the Olga Community Center.

MANAGEMENT RECOMMENDATION:

Approve and execute Agreement, Addendum, Budget Amendment, and signature authorization. (#20061082 – Parks & Recreation)

12. COUNTY ATTORNEY

13. HEARING EXAMINER

14. PORT AUTHORITY

15. CONSTITUTIONAL OFFICERS

(A) **ACTION REQUESTED/PURPOSE:**

Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant – Palm Research Group. Pursuant to Florida Statute 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original landowner.

WHAT ACTION ACCOMPLISHES:

The Clerk has received a verified claim of these funds and requests that you release them to the claimant.

MANAGEMENT RECOMMENDATION:

Approve (#20061097 – Clerk of Court)

(B) **ACTION REQUESTED/PURPOSE:**

Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant – Palm Research Group c/o Moan. Pursuant to Florida Statute 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original landowner.

WHAT ACTION ACCOMPLISHES:

The Clerk has received a verified claim of these funds and requests that you release them to the claimant.

MANAGEMENT RECOMMENDATION:

Approve (#20061098 – Clerk of Court)

15. CONSTITUTIONAL OFFICERS (Continued)

(C) **ACTION REQUESTED/PURPOSE:**

Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant – Jaensch for Mulchaey. Pursuant to Florida Statute 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original landowner.

WHAT ACTION ACCOMPLISHES:

The Clerk has received a verified claim of these funds and requests that you release them to the claimant.

MANAGEMENT RECOMMENDATION:

Approve (#20061099 – Clerk of Court)

(D) **ACTION REQUESTED/PURPOSE:**

Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant – Swearingen for Seaver. Pursuant to Florida Statute 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original landowner.

WHAT ACTION ACCOMPLISHES:

The Clerk has received a verified claim of these funds and requests that you release them to the claimant.

MANAGEMENT RECOMMENDATION:

Approve (#20061100 – Clerk of Court)

(E) **ACTION REQUESTED/PURPOSE:**

Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant – Siler. Pursuant to Florida Statute 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original landowner.

WHAT ACTION ACCOMPLISHES:

The Clerk has received a verified claim of these funds and requests that you release them to the claimant.

MANAGEMENT RECOMMENDATION:

Approve (#20061101 – Clerk of Court)

(F) **ACTION REQUESTED/PURPOSE:**

Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant – Swearingen for Kovacs. Pursuant to Florida Statute 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original landowner.

WHAT ACTION ACCOMPLISHES:

The Clerk has received a verified claim of these funds and requests that you release them to the claimant.

MANAGEMENT RECOMMENDATION:

Approve (#20061102 – Clerk of Court)

15. CONSTITUTIONAL OFFICERS (Continued)

- (G) **ACTION REQUESTED/PURPOSE:**
Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant – Hagen for Mikyska. Pursuant to Florida Statute 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original landowner.
WHAT ACTION ACCOMPLISHES:
The Clerk has received a verified claim of these funds and requests that you release them to the claimant.
MANAGEMENT RECOMMENDATION:
Approve (#20061103 – Clerk of Court)
- (H) **ACTION REQUESTED/PURPOSE:**
Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant – Swearingen for Brinkman. Pursuant to Florida Statute 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original landowner.
WHAT ACTION ACCOMPLISHES:
The Clerk has received a verified claim of these funds and requests that you release them to the claimant.
MANAGEMENT RECOMMENDATION:
Approve (#20061104 – Clerk of Court)
- (I) **ACTION REQUESTED/PURPOSE:**
Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant – Swearingen for Sommers. Pursuant to Florida Statute 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original landowner.
WHAT ACTION ACCOMPLISHES:
The Clerk has received a verified claim of these funds and requests that you release them to the claimant.
MANAGEMENT RECOMMENDATION:
Approve (#20061105 – Clerk of Court)
- (J) **ACTION REQUESTED/PURPOSE:**
Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant – Swearingen for Kelly. Pursuant to Florida Statute 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original landowner.
WHAT ACTION ACCOMPLISHES:
The Clerk has received a verified claim of these funds and requests that you release them to the claimant.
MANAGEMENT RECOMMENDATION:
Approve (#20061106 – Clerk of Court)

15. CONSTITUTIONAL OFFICERS (Continued)

(K) **ACTION REQUESTED/PURPOSE:**

Present for information purposes.

WHAT ACTION ACCOMPLISHES:

To provide interim reporting on selected funds and revenues of the Lee County Board of County Commissioners. Included in the report in compliance with Chapter 218.415 Florida Statutes, Local Government Investment Policies, is the stated and fair market value of the investments managed by the Clerk's Office, pursuant to Lee County Ordinance 02-28 activity for the Driver's Education Safety Trust Funds. The purpose of this report is to convey to you the financial status of selected significant funds of the Lee County Board of County Commissioners and the status of specific revenues as of the stated dates and the market value of the investments managed by the Clerk's Office on behalf of the Board.

MANAGEMENT RECOMMENDATION:

Approve (#20061107-Clerk of Court)

(L) **ACTION REQUESTED/PURPOSE:**

Request Board approves disbursements. The check and wire registers can be reviewed on the 3rd floor of the County Administration Building. Florida Statute Chapter 136.06 (1) requires that all County disbursements be recorded in the Minutes of the Board.

WHAT ACTION ACCOMPLISHES:

Compliance with the requirements of FS 136.06 (1)

MANAGEMENT RECOMMENDATION:

Approve (#20061108 – Clerk of Court)

ADMINISTRATIVE AGENDA

August 29, 2006

1. COUNTY ADMINISTRATION

2. CONSTRUCTION AND DESIGN

3. COUNTY COMMISSIONERS

(A) **ACTION REQUESTED/PURPOSE:**

A letter of support for a Strategic Plan for the long term planning of the Everglades Agricultural Area.

WHAT ACTION ACCOMPLISHES:

The letter would inform the Everglades Restoration Task Force, the joint Federal and State Task Force, of Lee County's support for addressing this issue identified as far back as the Sustainable South Florida Commission. It would also assist the Chairman in promoting a recommendation for the St. Lucie/Caloosahatchee/Lake Okeechobee Committee. The Everglades Task Force is meeting on September 20th, and a request for undertaking a long term plan for the EAA will be presented to them. The item will also be discussed at the 9 County Coalition on September 7th, and Board action will guide Commission representation at that meeting.

MANAGEMENT RECOMMENDATION:

Approve the attached letter, as revised by discussions. (#20061072 – County Commissioners)

4. COMMUNITY DEVELOPMENT

5. HUMAN SERVICES

6. INDEPENDENT

7. PUBLIC SAFETY

8. SOLID WASTE-NATURAL RESOURCES

9. TRANSPORTATION

(A) **ACTION REQUESTED/PURPOSE:**

Approve an Interlocal Agreement between Lee County and the City of Ft. Myers for a loan from the General Fund Revolving Loan Program-Roads to advance \$10,000,000 in FY 07/08 to the constructing entity for improvements to SR82 (Ortiz Avenue to Lee Boulevard), contingent on execution of a Joint Participation Agreement with FDOT for reimbursement of the full \$10 million back to the loan program in FY11/12. Also, include the project in the proposed FY 06/07 Capital Improvement Program budget.

WHAT ACTION ACCOMPLISHES:

Advances \$10 million to FDOT and the City of Ft. Myers in FY 07/08 as part of a funding package for widening SR 82 from two lanes to six lanes between I-75 and Lee Boulevard.

MANAGEMENT RECOMMENDATION:

Recommend approval with the understanding that the commitment is null and void should FDOT not agree to reimburse the funds in FY 11/12. (#20061083 – Transportation)

10. UTILITIES

11. PARKS AND RECREATION

12. COUNTY ATTORNEY

(A) ACTION REQUESTED/PURPOSE:

Authorize acceptance of settlement proposal in Lee County v. Gantenbein, et al., Case No. 05-CA-4397.

WHAT ACTION ACCOMPLISHES:

Acceptance will resolve all claims of compensation for condemnation of parcels 321, 321SDE, and 321 RW.

MANAGEMENT RECOMMENDATION:

Authorize acceptance and approve settlement. (#20061068 – County Attorney)

13. HEARING EXAMINER

14. PORT AUTHORITY

15. CONSTITUTIONAL OFFICERS

APPEALS AGENDA

August 29, 2006

CONTINUATION OF ADMINISTRATIVE AGENDA

#1 ACTION REQUESTED/PURPOSE:

Deny requested appeal of administrative determination of the Lee Plan under the Single Family Determination provision filed by Attorney Cody Vaughan-Birch (Henderson Franklin Law firm) on behalf of property owner Tom Munoz, Inc.

WHAT ACTION ACCOMPLISHES:

Upholds the determination by the Administrative Designee that the property owner is not entitled to a favorable Administrative Interpretation under the provision set forth in Lee Plan Chapter XIII to construct one single-family residence on the property that is the subject of the appeal.

MANAGEMENT RECOMMENDATION:

Deny appeal. Uphold decision of Administrative Designee.
(#20060905 – County Attorney)

**BOARD OF COUNTY COMMISSIONERS
WALK-ON AGENDA ITEMS
August 29, 2006**

WO # DESCRIPTION

WO #1 ACTION REQUESTED/PURPOSE:
Adopt resolution authorizing exchange of property to effectuate settlement agreed to in Lee County v. Hinks, et al., Case No. 02CA-8386.
WHAT ACTION ACCOMPLISHES:
Authorizes exchange of real property.
MANAGEMENT RECOMMENDATION:
Adopt resolution.
REASON FOR WALK ON:
To comply with time constraint dictated by Florida Statute and the published notice of intent. (#20061110 – County Attorney)

WO #2 ACTION REQUESTED/PURPOSE:
Approve the State of Local Emergency Resolution and authorization for the Public Safety Director and Sheriff of Lee County to take certain emergency measures due to Tropical Storm (possible Hurricane) Ernesto.
REASON FOR WALK ON:
In order to ensure necessary emergency measures are taken to protect the lives and property of the people in Lee County. (#20061140 – County Attorney)

**BOARD: ALBION HALL JANES JUDAH ST. CERNY
COMMISSION RECEPTION DESK
DONALD STILWELL, COUNTY MANAGER
WILLIAM HAMMOND, DEPUTY COUNTY MANAGER
HOLLY SCHWARTZ, ASSISTANT COUNTY MANAGER
PETE WINTON, ASSISTANT COUNTY MANAGER**

**DINAH LEWIS, ADMINISTRATIVE SERVICES
DAVID M. OWEN, COUNTY ATTORNEY
JIM LAVENDER, PUBLIC WORKS
LISA PIERCE, MINUTES DEPT
PUBLIC RESOURCES OFFICE**

DATE AND TIME DISTRIBUTED: 08-28-06 4:00 PM

Distributed by: Molly Schweers
Division of Public Resources
335-2215

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

Blue Sheet No. 20061085

1. ACTION REQUESTED/PURPOSE:

Carol P. Conway, President, CRS Technology and 2005-2006 United Way Campaign Chair to present Lee County with a United Way Award.

2. WHAT ACTION ACCOMPLISHES:

3. MANAGEMENT RECOMMENDATION:

4. Departmental Category:

CP #1

5. Meeting Date:

8-29-06

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner
Department County Administration
Division
 By: Holly Schwartz *HS*
 Assistant County Manager

9. Background:

Carol P. Conway, President, CRS Technology and 2005-2006 United Way Campaign Chair to present Lee County with a United Way Award.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>mt</i>	<i>mt</i>	<i>mt</i>	<i>mt</i>	<i>[Signature]</i>	<i>HS</i>				<i>TS 8/16/06</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

8/17/06

RECEIVED BY COUNTY ADMIN: <i>8/17/06 10:30 am</i>
COUNTY ADMIN FORWARDED TO:

Received by County Date: <i>8/16/06</i> Time: <i>8:39 AM</i> Forwarded To: <i>Budget</i> <i>8/17/06 8:45 am</i>
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**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20060731

1. ACTION REQUESTED/PURPOSE:

Request Board of County Commissioners to adopt a resolution authorizing the borrowing of up to \$12,000,000 from the Tax Exempt Commercial Paper Program for the Corkscrew Road Service Area MSBU. MSBU projects must be included in a resolution prior to funding the improvement with Commercial Paper. Also request approval of resolution declaring intent of the County to Reimburse itself from future permanent financing.

2. WHAT ACTION ACCOMPLISHES: Approval of the resolution allows for specific draws on the credit line to be made to provide construction funds.

3. MANAGEMENT RECOMMENDATION: Approve

4. Departmental Category:

CIA

5. Meeting Date: August 29, 2006

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department County Administration
 Division Budget Services
 By: Pete Winton, Assistant County Mgr

9. Background: On June 6, 1990 the Board of County Commissioners approved the creation of the Corkscrew Road Service Area MSBU. On September 6, 1994, The Board of County Commissioners approved Resolution 94-09-04 which set forth the details of the roadway widening for Corkscrew Road including the collection of assessments from property owners.

The funds will be used for the widening of Corkscrew Road from Ben Hill Griffin east for approximately three (3) miles.

The estimated cost of the project is \$16,000,000 from which \$12,000,000 will be provided on a short term basis from commercial paper. The balance of the costs of the project will be funded through a county contribution from Lee County Department of Transportation for the Wildlife Crossing and existing assessments already collected.

This agenda item authorizes the County to borrow up to \$12,000,000 from the Tax Exempt Commercial Paper Program.

The borrowing is expected to occur in two borrowings with repayment of all funds by December, 2009.

The agenda item also includes a reimbursement resolution which will allow the county to reimburse itself for expenditures incurred 60 days prior to the effective date of the resolution and forward from the resolution date from future permanent financing. The resolution is intended as a declaration of official intent under Treasury Regulation 1.150-2.

10. Review for Scheduling

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
									8-14-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <u>TD</u>
<u>8/14/06</u>
COUNTY ADMIN FORWARDED TO:

Rec. by CoAtty
Date: <u>8/14/06</u>
Time: <u>2:15pm</u>
Forwarded To: <u>Adna 8/14/06</u>

LEE COUNTY RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA: DECLARING THE OFFICIAL INTENT OF THE COUNTY TO REIMBURSE ITSELF FROM THE PROCEEDS OF TAX EXEMPT DEBT FOR CERTAIN CAPITAL EXPENSES INCURRED AND TO BE INCURRED RELATING TO THE CONSTRUCTION OF THE CRSA MSBU, AUTHORIZING CERTAIN INCIDENTAL ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in connection with the construction of the “Corkscrew Road Widening Project, located within the Corkscrew Road Service Area (CRSA) MSBU” (a general description, Exhibit A), the County will incur expenses for which the County will advance internal funds; and

WHEREAS, the County intends to reimburse itself for all or a portion of such expenses from the proceeds of tax exempt debt to be incurred by the County.

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

SECTION 1. Declaration of Official Intent.

The County hereby declares its official intent to reimburse itself from the proceeds of tax exempt debt to be incurred by the County for expenses paid with respect to the project subsequent to the date of this resolution. This resolution is intended as a declaration of official intent under treasury regulation §1.150-2. The original expenditure is expected to be paid from MSBU 10400 fund. The debt to be issued to finance the project is expected not to exceed an aggregate principal amount of \$2,000,000.

SECTION 2. Incidental Action.

The appropriate officials of the County are hereby authorized to take such actions as may be necessary to carry out the purpose of this Resolution.

SECTION 3. Effective Date.

This Resolution shall take effect immediately upon its adoption.

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

ROBERT P. JANES	_____
DOUGLAS ST. CERNY	_____
RAY JUDAH	_____
TAMMARA HALL	_____
JOHN E. ALBION	_____

DULY PASSED AND ADOPTED THIS 29th DAY OF August, 2006.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

CHARLIE GREEN, CLERK

BY: _____

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM:

BY: _____
Office of County Attorney

LEE COUNTY RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, AUTHORIZING THE BORROWING OF NOT EXCEEDING \$12,000,000 FROM THE POOLED COMMERCIAL PAPER LOAN PROGRAM OF THE FLORIDA LOCAL GOVERNMENT FINANCE COMMISSION PURSUANT TO THE TERMS OF THE LOAN AGREEMENT BETWEEN THE COMMISSION AND THE COUNTY IN ORDER TO FINANCE A PORTION OF THE COSTS AND EXPENSES RELATED TO CERTAIN TRANSPORTATION IMPROVEMENTS WITHIN THE CORKSCREW ROAD SERVICE AREA, INCLUDING THE REIMBURSEMENT OF CERTAIN EXPENSES INCURRED BY THE COUNTY IN CONNECTION THEREWITH, IF NECESSARY; AUTHORIZING THE EXECUTION OF A LOAN NOTE OR NOTES TO EVIDENCE SUCH BORROWING AND AGREEING TO SECURE SUCH BORROWING WITH A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES AS PROVIDED IN THE LOAN AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS AS MAY BE NECESSARY TO EFFECT SUCH BORROWING; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. DEFINITIONS.

Unless the context of use indicates another meaning or intent, the following words and terms as used in this Resolution shall have the following meanings. Capitalized terms not defined herein shall have the meanings ascribed thereto in the hereinafter defined Loan Agreement.

"Act" means, collectively, Part I, Chapter 125, Florida Statutes, Part I, Chapter 163, Florida Statutes, and all other applicable provisions of law.

"Additional Payments" means the payments required to be made by the County pursuant to Sections 5.02(b), 5.02(c), 5.02(d), 5.05 and 6.06(e) of the Loan Agreement.

"Board" means the Board of County Commissioners of the County.

"Chairman" means the Chairman or Vice-Chairman of the Board and such other person as may be duly authorized to act on his or her behalf.

"Clerk" means the Clerk of the Circuit Court for Lee County, and ex-officio Clerk of the Board, and such other person as may be duly authorized to act on his or her behalf.

"Commission" means the Florida Local Government Finance Commission, and any assigns or successors thereto.

"County" means Lee County, Florida, a political subdivision of the State of Florida.

"Designated Revenues" means (1) Public Agency Moneys budgeted and appropriated for purposes of payment of the Loan Repayments and any other amounts due under the Loan Agreement, and (2) the proceeds of the Loan pending the application thereof.

"Draw" means the borrowing of money under the Loan Agreement in accordance with Article III thereof.

"Loan" means the loan to be made by the Commission to the County from proceeds of the Series A Notes in accordance with the terms of this Resolution and of the Loan Agreement.

"Loan Agreement" means the Loan Agreement, dated as of April 12, 1991, between the County and the Commission, as the same may be amended and supplemented.

"Loan No. A-24" means the Loan designated as "Loan No. A-24" the proceeds of which shall be used to finance a portion of the costs of Project A-24.

"Loan Note" means a note of the County evidencing the obligations incurred under the Loan Agreement by the County on account of a Draw made in regard to a Loan, which shall be in substantially the form provided in Exhibit I to the Loan Agreement.

"Loan Rate" has the meaning set forth in the Loan Agreement.

"Loan Repayments" or **"Repayments"** means the payments of principal and interest at the Loan Rate on the Loan amounts payable by the County pursuant to the provisions of the Loan Agreement and all other payments, including Additional Payments, payable by the County pursuant to the provisions of the Loan Agreement.

"Non-Ad Valorem Revenues" means all legally available revenues of the County derived from any source whatsoever other than ad valorem taxation on real and personal property, which are legally available to make the Loan Repayments required in the Loan Agreement, but only after provision has been made by the County for the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the County or which are legally mandated by applicable law.

"Program" means the Pooled Commercial Paper Loan Program established by the Commission.

"Project A-24" means certain transportation-related capital improvements within the Corkscrew Road Service Area, including of the widening of Corkscrew Road from Ben Hill Griffin Parkway east approximately 3 miles, as the same may be amended or modified from time to time, and as more particularly described in the plans and specifications on file with the County.

"Public Agency Moneys" shall mean the moneys budgeted and appropriated by the County for payment of the Loan Repayments and any other amounts due hereunder from Non-Ad Valorem Revenues pursuant to the County's covenant to budget and appropriate such Non-Ad Valorem Revenues contained in Section 6.04 of the Loan Agreement.

"Resolution" means this Resolution, as the same may from time to time be amended, modified or supplemented.

"Series A Notes" means the Commission's Pooled Commercial Paper Notes, Series A (Governmental Issue), to be issued from time to time by the Commission.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

SECTION 2. AUTHORITY FOR RESOLUTION.

This Resolution is adopted pursuant to the provisions of the Act.

SECTION 3. FINDINGS.

It is hereby ascertained, determined and declared that:

(A) The Commission has been established for the principal purpose of issuing commercial paper notes in order to provide funds to loan to public agencies, such as the County, desiring to finance and refinance the cost of acquiring, constructing and equipping capital improvements and to finance and refinance other governmental needs.

(B) In furtherance of the foregoing, the Commission shall issue, from time to time, commercial paper notes to be known as "Florida Local Government Finance Commission Pooled Commercial Paper Notes, Series A (Governmental Issue)" and shall loan the proceeds of such Series A Notes to public agencies, including the County.

(C) Pursuant to the authority of the Act, the Commission has agreed to loan, from time to time, to the County such amounts as shall be authorized herein and in the Loan Agreement in order to enable the County to finance, reimburse or refinance the cost of acquisition, construction and equipping of capital improvements, including Project A-24.

(D) There is presently a need by the County to finance the acquisition and construction of Project A-24 and, if necessary, to reimburse the County for certain costs incurred in connection therewith, and the most cost effective means by which to finance Project A-24 is by use of moneys obtained pursuant to the Program by means of Loan No. A-24.

(E) The County hereby determines that the provision of funds by the Commission to the County in the form of Loan No. A-24 pursuant to the terms of the Loan Agreement and the financing of a portion of the costs of Project A-24 will assist in the development and maintenance of the public welfare of the residents of the County, and shall serve a public purpose by improving the safety, health and living conditions, and providing governmental services, facilities and programs and will promote the most efficient and economical development of such services, facilities and programs.

(F) Loan No. A-24 shall be repaid solely from the Designated Revenues. Such Designated Revenues shall include moneys derived from a covenant to budget and appropriate legally available Non-Ad Valorem Revenues. The ad valorem taxing power of the County will never be necessary or authorized to make the Loan Repayments.

(G) Due to the potential volatility of the market for tax-exempt obligations such as the Note or Notes to be issued evidencing Loan No. A-24, the complexity of the transactions relating to such Note or Notes and the uniqueness of the Program, it is in the best interest of the County to deliver the Note or Notes to the Commission pursuant to the Program by a negotiated sale pursuant to Section 218.385(1), Florida Statutes, allowing the County to utilize the Program in which it participates from time to time and to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the County to obtain the best possible price, issuance costs and interest rate for such Note or Notes.

SECTION 4. TERMS OF LOAN.

The County hereby approves the Loan in an aggregate amount of not exceeding \$12,000,000 for the purposes of providing the County with sufficient funds to finance a portion of Project A-24. The Chairman and the Clerk are hereby authorized to execute, seal and deliver on behalf of the County the Loan Note and other documents, instruments, agreements and certificates necessary or desirable to effectuate the Loan as provided in the Loan Agreement. The Loan Note or Notes with respect to Loan No. A-24 shall reflect the terms of such Loan and shall be substantially in the form attached to the Loan Agreement as Exhibit I. The County Manager shall determine the date of funding of Loan No. A-24 and the amount thereof in accordance with the terms of the Loan Agreement as

appropriate to finance Project A-24 and is permitted by the Loan Agreement. The Loan shall mature on such date as the County Manager may determine prior to the issuance of the Loan Note for Loan No. A- 24; provided, however, the final maturity of the Loan may not be later than the expiration date of the Letter of Credit (as defined in the Loan Agreement) at the time of the Draw. Loan No. A-24 shall bear interest at the Loan Rate in accordance with the terms of the Loan Agreement. The County further agrees to make all Loan Repayments required of it pursuant to the terms of the Loan Agreement. The Letter of Credit fees for the Loan shall be 35 basis points or such other amount as may be agreed between the County and Wachovia Bank.

SECTION 5. AUTHORIZATION OF PROJECT A-24.

The County does hereby authorize the financing of Project A-24 and the reimbursement of any costs incurred by the County with respect to the Project A-24 that are approved by Bond Counsel to the Program.

SECTION 6. SECURITY FOR THE LOAN.

The County's obligation to repay Loan No. A-24 will be secured by a pledge of and lien upon the Designated Revenues in accordance with the terms of the Loan Agreement. The obligation of the County to repay the Loan shall not be deemed a pledge of the faith and credit or taxing power of the County and such obligation shall not create a lien on any property whatsoever of or in the County other than the Designated Revenues.

SECTION 7. RESOLUTION TO CONSTITUTE CONTRACT.

In consideration of the making of the Loan by the Commission, this Resolution shall be deemed to be and shall constitute a contract between (i) the County and (ii) the Commission and its successors and assigns (the Commission and its successors and assigns hereinafter referred to as the "Lender"). The pledge and agreements of the County herein set forth shall be for the benefit, protection and security of the Lender.

SECTION 8. GENERAL AUTHORITY.

The members of the Board and the officers, attorneys and other agents or employees of the County are hereby authorized to do all acts and things required of them by this Resolution and the Loan Agreement, or desirable or consistent with the requirements of this Resolution and the Loan Agreement, for the full punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan Agreement, and each member, employee, attorney and officer of the County or its Board is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution and the Loan Agreement.

SECTION 9. SEVERABILITY.

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law,

though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. REPEAL OF INCONSISTENT RESOLUTIONS.

All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 11. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its adoption.

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

ROBERT P. JANES	_____
DOUGLAS ST. CERNY	_____
RAY JUDAH	_____
TAMMARA HALL	_____
JOHN E. ALBION	_____

DULY ADOPTED this ____ day of _____, 2006.

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

(SEAL)

By: _____
Tammara Hall, Chairwoman

ATTEST:

Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

County Attorney

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

Blue Sheet No. 20061084

1. ACTION REQUESTED/PURPOSE: Approve interfund loan from MSTBU Fund 10400 to San Carlos Park MSTU Fund 10234. The loan is interest bearing and will be due September 30, 2008, unless retired at an earlier date.

2. WHAT ACTION ACCOMPLISHES: Current interfund loans crossing fiscal years must be re-approved, and it extends the time funds can accumulate to pay off the loans. The MSTBU loan provides funding to rebuild the San Carlos Arches.

3. MANAGEMENT RECOMMENDATION:

4. Departmental Category: CIB		5. Meeting Date: 08-29-2006
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	<input type="checkbox"/>
	<input type="checkbox"/> Ordinance	<input type="checkbox"/>
	<input type="checkbox"/> Admin. Code	<input type="checkbox"/>
	<input type="checkbox"/> Other	<input type="checkbox"/>
		8. Request Initiated: Commissioner _____ Department <u>County Administration</u> Division <u>Budget Services</u> By: <u>Pete Winton</u>

9. Background:

Interfund loans that cannot be paid off by September 30, 2006 must be approved by the Board in order to cross over to the new fiscal year. This interfund loan is being used to offset the costs to re-build the San Carlos Arches, until the insurance settlement.

The loan is interest bearing and is due September 30, 2008, unless retired earlier.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
					<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
					8/17/06	8/17/06	8/17/06	8/17/06	8-17-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN:
8/17/06 2:35 *mf*

COUNTY ADMIN
FORWARDED TO: *[Signature]*
8/17/06
4:00m

Rec. by CoAtty

Date: 8/17/06

Time: 11:00am

Forwarded To: *[Signature]*
County Admin
8/17/06 1:02pm

Bob

THE AFFORDABLE HOME COMPANY
BUYERS INVESTMENT GROUP, LTD., INC.



7442 Georgia Avenue, Suite 100, West Palm Beach, FL 33415 • Phone: 561-582-5564 • Fax: 561-582-5567

May 11, 2006

Lee County Board of County Commissioners
Robert Stewart
P.O. Box 398
Fort Myers, FL 33902

RE: Modification and Reduction of Lee County Code Enforcement Liens on Properties owned by the Estate of Ruby Lee Horton

Dear Commissioners,

For many months we have been dealing with several employees of Lee County in hopes of appearing before the Board of County Commissioners, but unfortunately have been met with several delays. We want to take this time to thank Mr. Robert Stewart for his efforts and his help in delivering this letter to you for your review.

Currently there are several outstanding liens associated with properties owned by the Estate of Ruby Lee Horton. The existing Code Enforcement liens for demolition and lot clearing, total a sum of \$14,287.53.

We have been under contract with the Estate of Ruby Lee Horton to purchase these lots since early last year, and have expended numerous hours of effort, and thousands of dollars in our attempts to satisfy other liens associated with these properties. We have already cleared liens and encumbrances with Lee Memorial Hospital, Lee County, and the City of Fort Myers. In addition we continue to ensure that these lots meet current Code Enforcement standards.

It is my understanding that the "spirit" of the Code Enforcement's rules and regulations are to establish compliance to certain standards. As prospective buyers of these lots, we were not the owners of record when the failures to meet standards occurred, or when the liens were established and recorded. It is our desire that the Board look to the "spirit" of the guidelines and not at the punitive capabilities the law allows. Ms. Horton has been dead for several years, and there has been no activity on her Estate in as many years. As stated, we have proven our intention to purchase these lots, and in good faith have operated at our own expense to eliminate all other liens and causes for liens.

We would like all points above to be taken into consideration when you review our request to have the total lien value modified and reduced to \$5000.00

It is our hope that you can approve this request, and allow us to close the contract with the Estate of Ruby Lee Horton as soon as possible. Thank you in advance for your time and efforts while reviewing our request, as well as that help provided by Mr. Stewart and others.

Sincerely,

Alan Mentser
President, The Affordable Home Company

Stewart, Robert W.

From: Mike Giesman [michaelrosa@bellsouth.net]
Sent: Thursday, July 06, 2006 10:21 AM
To: Stewart, Robert W.
Cc: alanmentser@yahoo.com
Subject: Re: Lee County Board of County Commissioners /RubyLeeHortonProperties

Mr. Stewart,

Please see below liens and encumbrances that we have already satisfied with the county.

Lee Memorial Hospital = \$40,000.

Lee County Code Enforcement = \$37,000.

Lee County Solid Waste Authority = \$8000.

City Of Ft. Myers Code Enforcement = \$9,250.

Lot maintenance fees incurred by The Affordable Home Company (including removal illegally dumped debris / temporary dumpster charges / lawn mowing / lot maintenance) = \$11,312.

Administration costs (faxes / fed-ex fees / research time / travel costs) = \$7380.

I understand that you will most likely not take the lot maintenance fees and administration costs into consideration, but as you can see, we have more than enough investment in the properties in question to be placed on the agenda. Once again, I understand your statement about what the board has done historically with regards to lien reduction. Perhaps it would be more effective if we were enabled to actually appear in front of the board and state our opinion / belief / thought process than to continue to go back and forth with you and members of your team. It is our contention that, as I have stated previously, the spirit of the governing rules / regulations of the board are not punitive, so much as they are to bring properties into compliance, which has been accomplished with the properties relative to this discussion. Secondly, I am not 100% sure of the expense to the taxpayers that you are mentioning. Certainly, we would be willing to discuss any fees necessary to get the liens reduced, but costs above and beyond what is paid by the county in their own efforts to clear the land prior to our interest in the properties have not been charged to the public. In other words, are you inferring that the interest that the county is charging to the liens been charged to the expense of taxpayers ?

Thank you again for your prompt response. I appreciate your help, and look forward to hearing from you today with a date on when we will be placed on the agenda and be able to speak to the board.

Mike G.

LEE COUNTY RECEIVED

05 OCT 17



**THE AFFORDABLE HOME COMPANY
BUYERS INVESTMENT GROUP, LTD., INC.**

7400 Georgia Avenue, Suite F • West Palm Beach, FL 33405 • Phone 561-582-5564

CODE ENFORCEMENT / LICENSING
COUNTY CITY ANNEX BUILDING

October 14, 2005

Mr. Paul Smith
Senior Code Enforcement Officer
Second Floor
1825 Hendry Street
Ft. Meyers, FL 33902

RE: Board of County Commissioners Hearing regarding Ruby Lee Horton Property

Mr. Smith,

Please accept this letter as our request to appear before the Board of County Commissioners to mitigate and / or negotiate any and all liens owed to them on properties owned by the Estate of Ruby Lee Horton. Please proceed in having us put on the agenda at the next available meeting. As you become aware of the date, time and location of the hearing, please notify us accordingly to ensure the presence of a representative from our company.

Thank you for your time and patience in helping us with this process Mr. Smith. It is greatly appreciated.

Regards,

A handwritten signature in cursive script that reads "Mike Giesman".

Mike Giesman
Director of Information Acquisition
The Affordable Home Company

MEMORANDUM

FROM
THE DEPARTMENT OF
COMMUNITY DEVELOPMENT
DEVELOPMENT SERVICES

DATE: May 3, 2006

TO: Bob Stewart

Building Official

FROM: Paul Smith

Senior Code Enforcement
Officer

RE: Request for mitigation of liens

Below are the property values and liens amounts that Mr. Giesman wishes to mitigate:

<u>Parcel</u>	<u>Lien</u>	<u>Value</u>
3432 Thomas Street	Demolition	
	Principle: \$3,200.00	
	Interest: \$2,693.33	
	Total: \$5,853.33	
	Lot Mow	
	Principle: \$199.00	
	Interest: \$166.16	
	Total \$365.16	
	OR 3119 PG2188	
	Lot Mow	
	Principle: \$205.95	
	Interest: \$191.53	
	Total \$397.48	
	OR 2991 PG3258	
	Lot Mow	
	Principle: \$231.00	
	Interest: \$127.05	
	Total \$358.05	
	OR 3493 PG3691	

Lot Mow
 Principle: \$231.00
 Interest: \$ 99.33
 Total \$330.33
 OR 3737 PG3922

Lot Mow
 Principle: \$236.00
 Interest: \$84.96
 Total \$320.96
 OR 3914 PG1421

Parcel	Total Liens	Value
3432 Thomas Street	\$7,665.31	\$12,150

<u>Parcel</u>	<u>Liens</u>	<u>Value</u>
2411 Ben Street	Lot Mow Principle: \$256.00 Interest: \$94.72 Total \$350.72 OR 3882 PG865	\$ 5,230.

Lot Mow
 Principle: \$200.40
 Interest: \$173.35
 Total \$373.75
 OR 3078 PG124

Lot Mow
 Principle: \$231.00
 Interest: \$125.89
 Total \$365.89
 OR 3493 PG689

Lot Mow
 Principle: \$231.00
 Interest: \$105.10
 Total \$336.10
 OR 3685 PG951

Lot Mow
Principle: \$256.00
Interest: \$80.00
Total \$336.00
OR 4069 PG007

Lot Mow
Principle: \$236.00
Interest: \$95.29
Total \$331.29
OR 3779 PG640

Parcel
2411 Ben Street

Total Liens
\$2,093.75

Value
\$5,230.00

Parcel

Lien

Value

2398 Highland

Lot Mow
Principle: \$200.40
Interest: \$186.87
Total \$387.27
OR 2988 PG3909

Lot Mow
Principle: \$256.00
Interest: \$80.00
Total \$336.00
OR 4069 PG0009

Parcel

Total

Value

2398 Highland

\$ 723.27

\$3,990.00

Parcel

Liens

Value

2415 Ben Street

Lot Mow
Principle: \$256.00
Interest: \$94.72
Total \$350.72
OR 3882 PG1967

Lot Mow
Principle: \$231.00
Interest: \$105.10
Total \$336.10
OR 3685 PG961

Lot Mow
Principle: \$200.40
Interest: \$173.14
Total \$373.54
OR 3078 PG3122

Lot Mow
Principle: \$236.00
Interest: \$95.96
Total \$331.96
OR 3779 PG3642

Lot Mow
Principle: \$256.00
Interest: \$80.00
Total \$336.00
OR 4069 PG0011

Parcel
2415 Ben

Total
\$1,728.32

Value
\$5,230.00

Parcel

Liens

Value

2413 Ben

Lot Mow
Principle: \$256.00
Interest: \$110.72
Total \$1,366.72
OR 4069 PG0013

Lot Mow
Principle: \$256.00
Interest: \$95.05
Total \$351.05
OR 3882 PG1869

Lot Mow
Principle: \$231.00
Interest: \$127.05
Total \$358.05
OR 3493 PG3687

Lot Mow
Principle: \$231.40
Interest: \$105.34
Total \$336.34
OR 3685 PG0959

Lot Mow
Principle: \$236.00
Interest: \$95.18
Total \$331.18
OR 3779 PG3644

<u>Parcel</u>	<u>Total</u>	<u>Value</u>
2413 Ben	\$1,743.34	\$5,230.00

<u>Parcel</u>	<u>Lien</u>	<u>Value</u>
---------------	-------------	--------------

2450 Highland
Lot Mow
Principle: \$236.00
Interest: \$97.54
Total \$333.54
OR 3779 P3554

<u>Parcel</u>	<u>Total</u>	<u>Value</u>
2450 Highland	\$ 33.54	\$8,010.00

Paul Smith - Re: Lee County Board of County Commissioners / Ruby LeeHortonProperties

From: Robert Stewart
To: Giesman, Mike
Date: 5/5/2006 8:24 AM
Subject: Re: Lee County Board of County Commissioners / Ruby LeeHortonProperties
CC: Smith, Paul

Mike, Paul has gotten the totals together for me and we have liens totaling \$14287.53. However, the total value for the properties, from the Property Appraisers records, is \$39,840. The Board of Commissioners, historically, has only reduced liens when they are more than the property is worth. In this case, I would advise that amount be figured into your purchase offer from the Estate rather than relying on the Board to reduce the liens.

>>> "Mike Giesman" <michaelrosa@bellsouth.net> 05/03/06 03:23PM >>>

I appreciate your help Mr. Stewart. Thank you very much.

----- Original Message -----

From: Robert Stewart
To: michaelrosa@bellsouth.net
Cc: Paul Smith
Sent: Wednesday, May 03, 2006 7:34 AM
Subject: Re: Lee County Board of County Commissioners / Ruby LeeHortonProperties

Mike, I haven't forgotten about you. Paul is still getting me some property valuation numbers and copies of the lien totals with interest for me to prepare the proposal for the board. As soon as I have what I need I will ask you for a letter requesting to appear before the board to ask for mitigation of the liens to some lower amount.

>>> "Mike Giesman" <michaelrosa@bellsouth.net> 05/02/06 12:43PM >>>

PLEASE HELP.

Robert,

Please let me know what the next step is after reading my prior two e-mails attached below. Thanks for your help, and let me know as soon as possible.

Mike G.

----- Original Message -----

From: Mike Giesman
To: Robert Stewart
Sent: Monday, April 10, 2006 11:33 AM
Subject: Re: Lee County Board of County Commissioners / Ruby Lee HortonProperties

I would appreciate anything you can do, as we are trying to get the purchase concluded in short order. Do I need to get back in touch with you, or should I await an answer from you as to how to proceed?

----- Original Message -----

From: Robert Stewart
To: michaelrosa@bellsouth.net
Cc: Paul Smith
Sent: Monday, April 10, 2006 11:31 AM
Subject: Re: Lee County Board of County Commissioners / Ruby Lee HortonProperties

10.50

4519548

OR3044 PG1335

RECORDED BY
CINDY KELLER, D.C.

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA
LEVYING A SPECIAL ASSESSMENT LIEN FOR DEMOLITION OF AN UNSAFE
STRUCTURE AGAINST THE PROPERTY OF

RUBY LEE HORTON

(From the most recent tax records)

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

SECTION 1.

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

SECTION 2.

It is hereby found and determined as follows:

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

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

SECTION 3.

A Special Assessment Lien pursuant to and accordance with the provisions of the Lee County Land Development Code and Unsafe Building Abatement Code in the principal amount of \$ 3,200.00 which shall bear interest at the rate of 10% per annum is hereby levied against the following described property:

3432 Thomas Street, Fort Myers, FL

Strap No: 19-44-25-07-00001.0220

LEGAL DESCRIPTION: DIXON PARK BLK I, PB 9, PG 103, LOTS 22, 23 + 24
of the Public Records of Lee County, Florida.

98 DEC -3 AM 11:07

OR3044 P61386

SECTION 4.

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County commissioners acting by the Chairman of said Board this 3rd day of December, 1998.

ATTEST:

CHARLES GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: Jim S. Pierce
Deputy Clerk

By: Ray Judal
Chairman



APPROVED AS TO FORM

By: John Hooper
COUNTY ATTORNEY

State of Florida
County of Lee

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

Given under my hand and official seal at Ft. Myers, Florida, this 3rd day of December, 1998.

CHARLIE GREEN, Clerk
By: Jim S. Pierce
Deputy Clerk

RECEIVED DEC 10 1998

KG

Minutes

2002-13053



INSTR # 5799325
Official Records BK 03914 PG 1421
RECORDED 04/26/2003 08:26:08 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK C Keller

RETURN TO MINUTES OFFICE

PREPARED BY:

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

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

Ruby Lee Horton
(FROM THE MOST RECENT TAX RECORDS)

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

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

It is hereby found and determined as follows:

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

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

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

Page 2
Lot Mowing Lien

STRAP NO.:19-44-25-07-0000I.0220

STREET ADDRESS: 3432 Thomas St.

LEGAL DESCRIPTION:

LOTS 22, 23 AND 24, BLOCK I, DIXON PARK SUBDIVISION AS RECORDED IN PLAT BOOK 9, PAGE 103, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 21st day of April, 2003.

ATTEST:
CHARLIE GREEN, CLERK

BY: Cindy Morrison
DEPUTY CLERK

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

BY: Peg Jucker
CHAIRMAN



APPROVED AS TO FORM:

BY: Dawn E. [Signature]
OFFICE OF THE COUNTY ATTORNEY

State of Florida
County of Lee

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

Given under my hand and official seal at Fort Myers, Florida, this 25 day of April, A.D. 2003



CHARLIE GREEN, CLERK

BY: Cindy Morrison
Deputy Clerk

mn

V102001-01044

INSTR # 5247303

OR BK 03493 PG 3691

RECORDED 10/02/01 10:16 AM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK B Cruz

PREPARED BY:

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

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

Ruby Lee Horton Est.
C/O Archie B. Hayward Jr. Atty
(FROM THE MOST RECENT TAX RECORDS)

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

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

It is hereby found and determined as follows:

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

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

A Special assessment Lien pursuant to and in accordance with the provisions of the Lee County Lot Mowing Ordinance, in the principal amount of \$231.00, which shall bear interest at the rate of 12% per annum, is hereby levied against the following described property located in Lee County, Florida:

Page 2
Lot Mowing Lien

STRAP NO.:19-44-25-07-00001.0220

STREET ADDRESS:3432 Thomas St.

LEGAL DESCRIPTION:

LOTS 22, 23 AND 24, INCLUSIVE, BLOCK 1, OF THAT CERTAIN SUBDIVISION KNOWN AS DIXON PARK, ACCORDING TO THE MAP OR PLAT THEREOF IN PLAT BOOK 9, PAGE 103, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 27th day of September, 2001.

ATTEST:
CHARLIE GREEN, CLERK

BY: [Signature]
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIRMAN

State of Florida
County of Lee

I, the Clerk of the Board of the Circuit Court for the County of Lee, Florida, do hereby certify that this resolution is a true and correct copy of the resolution as recorded in the Minutes Department.

Given under my hand and official seal at Fort Myers, Florida, this 28th day of September, A.D. 2001

CHARLIE GREEN, CLERK
BY: [Signature]
Deputy Clerk

APPROVED AS TO FORM:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

mn

MINUTES OFFICE :

10.50

4636504

OR 8 1 9 PM 2 1 8 8

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA
LEVYING A SPECIAL ASSESSMENT LIEN AGAINST THE PROPERTY OF
Ruby Lee Horton
f/k/a Ruby Lee Josphe
(FROM THE MOST RECENT TAX RECORDS)

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

SECTION 1

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

SECTION 2.

It is hereby found and determined as follows:

- A. All conditions precedent to the levying of a Special Assessment Lien on the property described herein pursuant to the provisions of the Lee County Lot Mowing Ordinance have been complied with.
- B. Written demands have been made on the record owner or owners of the herein described property for payment of the cost incurred by the County in correcting conditions in violation of the Lee County Lot Mowing Ordinance and said owner or owners have not reimbursed the County for such cost.

SECTION 3.

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

19-44-25-07-00001.0220
3432 Thomas St.

LEGAL DESCRIPTION:

LOTS 22, 23, 24, BLOCK 1, OF THAT CERTAIN SUBDIVISION KNOWN AS
DIXON PARK, ACCORDING TO THE MAP OR PLAT THEREOF IN PLAT BOOK 9, PAGE
103, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

RECORDED BY
BOBBI JO THOMPSON, D.C.

SECTION 4.

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

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

OR3 1 19 PG2 189

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Dora Torres
DEPUTY CLERK

BY: Ray Judas
CHAIRMAN

1999 MAY 18 PM 1:15

CHARLIE GREEN, CLERK
LEE COUNTY, FL

APPROVED AS TO FORM:

BY: John W. Hedgum
OFFICE OF THE COUNTY ATTORNEY

State of Florida
County of Lee

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

mn

Given under my hand and official seal at Lee County, Florida, this 17th day of May, A.D. 1999

CHARLIE GREEN, CLERK
BY: Dora Torres
Deputy Clerk

Minutes

RECEIVED MAY 27 1999

168

10.50R

4439679

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

Ruby Lee Horton , F/K/A RUBY LEE JOSEPH
(FROM THE MOST RECENT TAX RECORDS)

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

SECTION 1

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

SECTION 2.

It is hereby found and determined as follows:

- A. All conditions precedent to the levying of a Special Assessment Lien on the property described herein pursuant to the provisions of the Lee County Lot Mowing Ordinance have been complied with.
- B. Written demands have been made on the record owner or owners of the herein described property for payment of the cost incurred by the County in correcting conditions in violation of the Lee County Lot Mowing Ordinance and said owner or owners have not reimbursed the County for such cost.

SECTION 3.

A Special assessment Lien pursuant to and in accordance with the provisions of the Lee County Lot Mowing Ordinance, in the principal amount of \$205.95, which shall bear interest at the rate of 12% per annum, is hereby levied against the following described property:

19-44-25-07-00001.0220
3432 Thomas St.

LEGAL DESCRIPTION:

LOTS 22, 23, 24, INCLUSIVE, BLOCK I, OF THAT CERTAIN SUBDIVISION
KNOWN AS DIXON PARK, ACCORDING TO THE MAP OR PLAT THEREOF IN PLAT
BOOK 9, PAGE 103, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

RECORDED BY
TRUDY SHERWOOD, D.C.

OR2991 PB3208

CHARLIE GREEN, CLERK
LEE COUNTY, FL

98 JUL 28 AM 10:12

OR2 991 P83 249

SECTION 4.

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 27th day of July, 1998.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Ruth Ferguson
DEPUTY CLERK

BY: John E. Albert
Vice-CHAIRMAN

APPROVED AS TO FORM:

BY: John W. Medyane
OFFICE OF THE COUNTY ATTORNEY

✓
MINUTES DEPARTMENT

State of Florida
County of Lee

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

Given under my hand and official seal at Fort Myers, Florida, this 28th day of July, A.D. 1998

CHARLIE GREEN, CLERK
By: Ruth Ferguson
Deputy Clerk

RECEIVED AUG 5 1998



INSTR # 5577910
OR BK 03737 PG 3922
RECORDED 09/26/2002 02:52:39 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK J Miller

PREPARED BY:

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

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

Ruby Lee Horton Est.
C/O Archie B. Haywood Jr., Attorney
(FROM THE MOST RECENT TAX RECORDS)

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

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

It is hereby found and determined as follows:

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

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

A Special assessment Lien pursuant to and in accordance with the provisions of the Lee County Lot Mowing Ordinance, in the principal amount of \$231.00, which shall bear interest at the rate of 12% per annum, is hereby levied against the following described property located in Lee County, Florida:

Page 2
Lot Mowing Lien

STRAP NO.: 19-44-25-07-0000I.0220

STREET ADDRESS: 3432 Thomas St.

LEGAL DESCRIPTION:

LOTS 22, 23 AND 24, DIXON PARK, BLK I, PB 9, PG 103, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 25 day of Sept, 2002.

ATTEST:
CHARLIE GREEN, CLERK

BY: Cindy Morrison
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIRMAN



APPROVED AS TO FORM:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

mn



State of Florida
County of Lee

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

Given under my hand and official seal at Fort Myers, Florida, this 25 day of Sept, A.D. 2002

CHARLIE GREEN, CLERK

BY: Cindy Morrison
Deputy Clerk

Page 2
Lot Mowing Lien

STRAP NO.:19-44-25-07-0000I.0050

STREET ADDRESS:2411 Ben St.

LEGAL DESCRIPTION:

LOT 5, BLOCK I OF DIXON PARK, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN PLAT BOOK 9, PAGE 103, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 11 day of July, 2002.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Cindy Morrison
DEPUTY CLERK

BY: [Signature]
CHAIRMAN



APPROVED AS TO FORM:

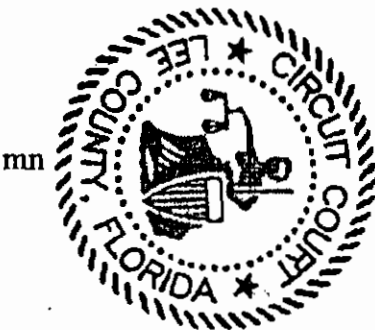
BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

State of Florida
County of Lee

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

Given under my hand and official seal at Fort Myers, Florida, this 11 day of July, A.D. 2002

CHARLIE GREEN, CLERK
BY: Cindy Morrison
Deputy Clerk



V102001-01087
INSTR # 5247302
OR BK 03493 PG 3689
RECORDED 10/02/01 10:16 AM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK B Cruz

PREPARED BY:

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

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

Ruby Lee Horton Est.
C/O Archie B. Hayward Jr. Atty
(FROM THE MOST RECENT TAX RECORDS)

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

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

It is hereby found and determined as follows:

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

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

A Special assessment Lien pursuant to and in accordance with the provisions of the Lee County Lot Mowing Ordinance, in the principal amount of \$231.00, which shall bear interest at the rate of 12% per annum, is hereby levied against the following described property located in Lee County, Florida:

Page 2
Lot Mowing Lien

STRAP NO.:19-44-25-07-00001.0050

STREET ADDRESS:2411 Ben St.

LEGAL DESCRIPTION:

LOT 5, BLOCK I OF DIXON PARK, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN PLAT BOOK 9 AT PAGE 103 PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALSO KNOWN AS 2411 BEN STREET, FORT MYERS, FLORIDA.

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 27th day of September, 2001.

ATTEST:
CHARLIE GREEN, CLERK

BY: Asa S. Peice
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIRMAN

State of Florida
Clerk of Court

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

Given under my hand and official seal at Fort Myers, Florida, this 27th day of September, A.D. 2001

CHARLIE GREEN, CLERK
BY: Asa S. Peice
Deputy Clerk

mm

APPROVED AS TO FORM:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

MINUTES OFFICE



INSTR # 5630389
OR BK 03779 PG 3640
RECORDED 11/20/2002 11:09:47 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK G Sherwood



PREPARED BY:

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

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

Ruby Lee Horton Est.
(FROM THE MOST RECENT TAX RECORDS)

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

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

It is hereby found and determined as follows:

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

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

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

Page 2
Lot Mowing Lien

STRAP NO.:19-44-25-07-0000I.0050

STREET ADDRESS:2411 Ben St.

LEGAL DESCRIPTION:

THE PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED IN O.R. BOOK 2273, PAGE 3085, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 19 day of November, 2002.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Cindy Morrison
DEPUTY CLERK

BY: Rg Judah
VICE CHAIRMAN

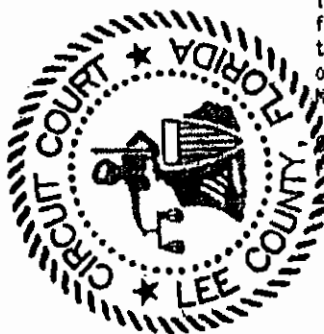
APPROVED AS TO FORM:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY



State of Florida
County of Lee

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



Given under my hand and official seal at Fort Myers, Florida, this 19 day of Nov, A.D. 2002

CHARLIE GREEN, CLERK
By: Cindy Morrison
Deputy Clerk

mn

2003-1172



2

INSTR # 5979723
Official Records BK 04069 PG 0007
RECORDED 09/23/2003 12:54:05 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK G Sherwood

RETURN TO MINUTES OFFICE

PREPARED BY:

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

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

Ruby Lee Horton Est.
(FROM THE MOST RECENT TAX RECORDS)

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

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

It is hereby found and determined as follows:

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

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

A Special assessment Lien pursuant to and in accordance with the provisions of the Lee County Lot Mowing Ordinance, in the principal amount of \$256.00, which shall bear interest at the rate of 12% per annum, is hereby levied against the following described property located in Lee County, Florida:

Page 2
Lot Mowing Lien

STRAP NO.:19-44-25-P2-0110I.0050

STREET ADDRESS:2411 Ben St..

LEGAL DESCRIPTION:

THE PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED IN O.R. BOOK 2273, PAGE 3085, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 10th day of September, 2003.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Cindy Morrison
DEPUTY CLERK

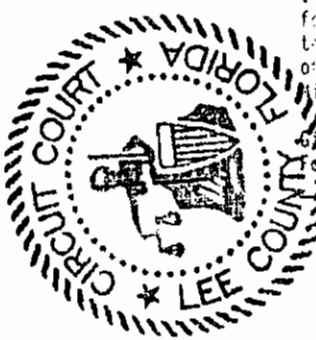
BY: R. G. Judal
CHAIRMAN



APPROVED AS TO FORM:

BY: Dawn [Signature]
OFFICE OF THE COUNTY ATTORNEY

mn



State of Florida
County of Lee

I, Charlie Green, Clerk of the Circuit Court for Lee County, Florida, do hereby certify that this is a true and correct copy of the original as filed in the minutes book.

Given under my hand and official seal at Fort Myers, Florida, this 22 day of Sept, A.D. 2003

CHARLIE GREEN, CLERK
By: Cindy Morrison
Deputy Clerk

2002-17807



INSTR # 5760089
Official Records BK 03882 PG 1865
RECORDED 03/26/2003 09:34:31 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK G Sherwood

PREPARED BY:

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

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

Ruby Lee Horton Est.
(FROM THE MOST RECENT TAX RECORDS)

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

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

It is hereby found and determined as follows:

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

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

A Special assessment Lien pursuant to and in accordance with the provisions of the Lee County Lot Mowing Ordinance, in the principal amount of \$256.00, which shall bear interest at the rate of 12% per annum, is hereby levied against the following described property located in Lee County, Florida:

Page 2
Lot Mowing Lien

STRAP NO.:19-44-25-07-0000L0050

STREET ADDRESS:2411 Ben St.

LEGAL DESCRIPTION:

THE PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED IN O.R. BOOK 2273, PAGE 3085, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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

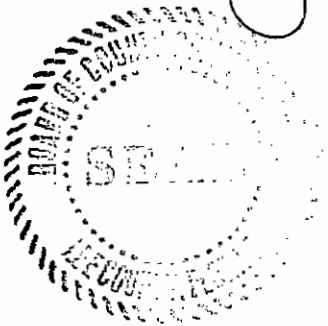
IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 19 day of March, 2003.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Cindy Morrison
DEPUTY CLERK

BY: Ry Judge
CHAIRMAN



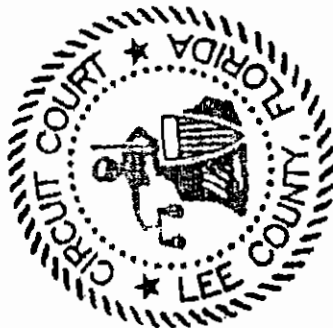
APPROVED AS TO FORM:

BY: Laura C. H. [Signature]
OFFICE OF THE COUNTY ATTORNEY

State of Florida
County of Lee

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

Given under my hand and official seal at Fort Myers, Florida, this 19 day of March, A.D. 2003



CHARLIE GREEN, CLERK
BY: Cindy Morrison
Deputy Clerk

mn

10.50R

4571569

OR3078 PG3 | 24

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

Ruby Lee Horton
(FROM THE MOST RECENT TAX RECORDS)

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

SECTION 1

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

SECTION 2.

It is hereby found and determined as follows:

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

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

SECTION 3.

A Special assessment Lien pursuant to and in accordance with the provisions of the Lee
County Lot Mowing Ordinance, in the principal amount of \$200.40, which shall bear interest at
the rate of 12% per annum, is hereby levied against the following described property:

19-44-25-07-0000L0050
2411 Ben St.

LEGAL DESCRIPTION:

LOT 5, BLOCK I OF DIXON PARK, ACCORDING TO THE MAP OR PLAT
THEREOF ON FILE AND RECORDED IN PLAT BOOK 9 AT PAGE 103 PUBLIC
RECORDS OF LEE COUNTY, FLORIDA, ALSO KNOWN AS 2411 BEN STREET, FORT
MYERS, FLORIDA.

RECORDED BY
PAUL CHANDLER, D.C.

SECTION 4.

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

DR3078 P63125

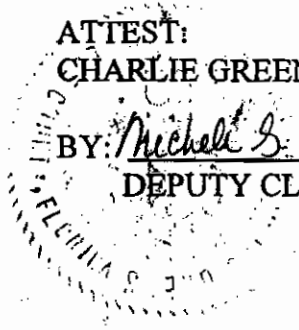
IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 18th day of FEBRUARY, 1999.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Michelle S. Leisner
DEPUTY CLERK

BY: Ray Judas
CHAIRMAN



APPROVED AS TO FORM:

BY: John J. Medynski
OFFICE OF THE COUNTY ATTORNEY

CHARLIE GREEN, CLERK
LEE COUNTY, FL
99 FEB 18 PM 2:13

State of Florida
County of Lee

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

mn

Given under my hand and official seal at Fort Myers, Florida, this 18th day of FEBRUARY, A.D. 1999

CHARLIE GREEN, CLERK
BY: Michelle S. Leisner
DEPUTY CLERK

RECEIVED MAR 1 1999

dt

MINUTES DEPARTMENT

10.50R

2398 HIG

4435054

OR2988 RB3909

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

Ruby Lee Horton
(FROM THE MOST RECENT TAX RECORDS)

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

SECTION 1

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

SECTION 2.

It is hereby found and determined as follows:

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

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

SECTION 3.

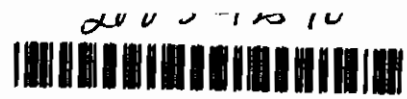
A Special assessment Lien pursuant to and in accordance with the provisions of the Lee
County Lot Mowing Ordinance, in the principal amount of \$200.40 , which shall bear interest at
the rate of 12% per annum, is hereby levied against the following described property:

19-44-25-07-0000F.0100
2398 Highland Ave.

LEGAL DESCRIPTION:

LOT 10 BLOCK F OF THAT CERTAIN SUBDIVISION KNOWN AS DIXON PARK
ACCORDING TO THE MAP OF PLAT THEREOF ON FILE AND RECORDED IN THE
OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN
PLAT BOOK 9, PAGE 103

RECORDED BY
TRENT VOGES, D.C.



2

INSTR # 5979724
Official Records BK 04069 PG 0009
RECORDED 09/23/2003 12:54:05 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK G Sherwood

RETURN TO MINUTES OFFICE

PREPARED BY:

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

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

Ruby Lee Horton Est.
(FROM THE MOST RECENT TAX RECORDS)

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

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

It is hereby found and determined as follows:

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

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

A Special assessment Lien pursuant to and in accordance with the provisions of the Lee County Lot Mowing Ordinance, in the principal amount of \$256.00, which shall bear interest at the rate of 12% per annum, is hereby levied against the following described property located in Lee County, Florida:

Page 2
Lot Mowing Lien

STRAP NO.:19-44-25-P2-0110F.0100
STREET ADDRESS:2398 Highland Ave.
LEGAL DESCRIPTION:

LOT 10, BLOCK F OF THAT CERTAIN SUBDIVISION KNOWN AS DIXON PARK,
ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE
OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN
PLAT BOOK 9, PAGE 103.

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name
by its Board of County Commissioners acting by the Chairman of said
Board this 18th day of September, 2003.

ATTEST:
CHARLIE GREEN, CLERK

BY: Cindy Morrison
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Ray Judal
CHAIRMAN

APPROVED AS TO FORM:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

State of Florida
County of Lee

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

Given under my hand and official seal at
Fort Myers, Florida, this 18th day of
Sept, A.D. 2003

CHARLIE GREEN, CLERK

By: Cindy Morrison
Deputy Clerk



mn

2002-17811



0415 Ben

INSTR # 5760090
Official Records BK 03882 PG 1867
RECORDED 03/26/2003 09:34:31 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK G Sherwood

2

PREPARED BY:

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

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

Ruby Lee Horton Est.
(FROM THE MOST RECENT TAX RECORDS)

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

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

It is hereby found and determined as follows:

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

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

A Special assessment Lien pursuant to and in accordance with the provisions of the Lee County Lot Mowing Ordinance, in the principal amount of \$256.00, which shall bear interest at the rate of 12% per annum, is hereby levied against the following described property located in Lee County, Florida:

Page 2
Lot Mowing Lien

STRAP NO.:19-44-25-07-00001.0070

STREET ADDRESS:2415 Ben St.

LEGAL DESCRIPTION:

THE PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED IN O.R. BOOK 1621, PAGE 1196, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 19 day of March, 2003.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Cindy Morrison
DEPUTY CLERK

BY: [Signature]
CHAIRMAN



APPROVED AS TO FORM:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

State of Florida
County of Lee

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

Given under my hand and official seal at Fort Myers, Florida, this 19 day of March, A.D. 2003



CHARLIE GREEN, CLERK
By [Signature]
Deputy Clerk

mn

10-50P

4571568

DR3078 PG3122

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

Ruby Lee Horton
(FROM THE MOST RECENT TAX RECORDS)

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

SECTION 1

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

SECTION 2.

It is hereby found and determined as follows:

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

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

SECTION 3.

A Special assessment Lien pursuant to and in accordance with the provisions of the Lee
County Lot Mowing Ordinance, in the principal amount of \$200.40, which shall bear interest at
the rate of 12% per annum, is hereby levied against the following described property:

19-44-25-07-00001.0070
2415 Ben St.

LEGAL DESCRIPTION:

LOT 7, BLOCK 1 OF THAT CERTAIN SUBDIVISION KNOWN AS DIXON PARK,
ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE
OFFICE OF THE CLERK OF THE CIRCUIT COURT IN PLAT BOOK 9, PAGE 103,
PUBLIC RECORDS OF LEE COUNTY, FLORIDA

RECORDED BY
PAUL CHANDLER, D.C.

DR3078 P63123

SECTION 4.

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 18th day of FEBRUARY, 1999.

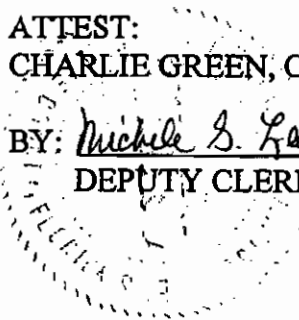
ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Michele S. Klesner
DEPUTY CLERK

BY: Ray Judal
CHAIRMAN

CHARLIE GREEN, CLERK
LEE COUNTY, FL
99 FEB 18 PM 2:13



APPROVED AS TO FORM:

BY: John Medgar
OFFICE OF THE COUNTY ATTORNEY

State of Florida
County

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

mn

By Charlie Green and official seal at
Lee County, Florida this 18th day of
February, A.D. 1999

CHARLIE GREEN, CLERK
By Michele S. Klesner
Deputy Clerk

RECEIVED MAR 1 1999 *dt*

MINUTES DEPARTMENT

Page 2
Lot Mowing Lien

STRAP NO.:19-44-25-07-0000I.0070

STREET ADDRESS:2415 Ben St.

LEGAL DESCRIPTION:

LOT 7, BLOCK 1 OF THAT CERTAIN SUBDIVISION KNOWN AS DIXON PARK, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN PLAT BOOK 9, PAGE 103, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 11 day of July, 2002.

ATTEST:
CHARLIE GREEN, CLERK

BY: Cindy Morrison
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIRMAN



APPROVED AS TO FORM:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

State of Florida
County of Lee

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

Given under my hand and official seal at Fort Myers, Florida, this 11 day of July, A.D. 2002

CHARLIE GREEN, CLERK

By: Cindy Morrison
Deputy Clerk

mn





INSTR # 5630390
OR BK 03779 PG 3642
RECORDED 11/20/2002 11:09:47 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK G Sherwood

2

PREPARED BY:

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

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

Ruby Lee Horton Est.
(FROM THE MOST RECENT TAX RECORDS)

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

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

It is hereby found and determined as follows:

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

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

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

Page 2
Lot Mowing Lien

STRAP NO.:19-44-25-07-0000I.0070

STREET ADDRESS:2415 Ben St.

LEGAL DESCRIPTION:

THE PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED IN O.R. BOOK 1621, PAGE 1196, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

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

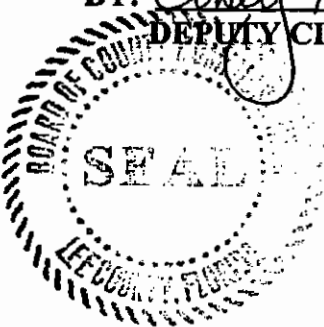
IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 19 day of November, 2002.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Cindy Morrison
DEPUTY CLERK

BY: Ray Judas
VICE CHAIRMAN



APPROVED AS TO FORM:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

mn



State of Florida
County of Lee

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

Given under my hand and official seal at Fort Myers, Florida, this 19 day of Nov, A.D. 2002

CHARLIE GREEN, CLERK
By: Cindy Morrison
Deputy Clerk

Page 2
Lot Mowing Lien

STRAP NO.:19-44-25-P2-0110L0070

STREET ADDRESS:2415 Ben St..

LEGAL DESCRIPTION:

THE PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED IN O.R. BOOK 1621, PAGE 1196, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 18th day of September, 2003.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Cindy Morrison
DEPUTY CLERK

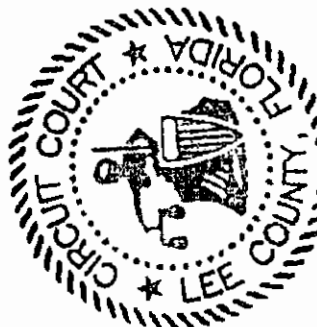
BY: Rg Judal
CHAIRMAN



APPROVED AS TO FORM:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

mn



Notary Public
I, _____, do hereby certify
that the foregoing is a true and correct copy
of the original as the same was filed in the
Municipal Clerk's Office.
Given under my hand and the seal of the Circuit Court
at Fort Myers, Florida, this 18 day of Sept, 2003.

CHARLIE GREEN, CLERK
By: Cindy Morrison
Deputy Clerk



2413 Ben

INSTR # 5630391
OR BK 03779 PG 3644
RECORDED 11/20/2002 11:09:47 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK G Sherwood

2

PREPARED BY:

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

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

Ruby Horton Est.
(FROM THE MOST RECENT TAX RECORDS)

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

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

It is hereby found and determined as follows:

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

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

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

Page 2
Lot Mowing Lien

STRAP NO.:19-44-25-07-00001.0060

STREET ADDRESS:2413 Ben St..

LEGAL DESCRIPTION:

THE PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED IN O.R. BOOK 1775, PAGES 2104 THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 19 day of November, 2002.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Cindy Morrison
DEPUTY CLERK

BY: Rg Judas
VICE CHAIRMAN



APPROVED AS TO FORM:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

State of Florida
County of Lee

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



Given under my hand and official seal at Fort Myers, Florida, this 19 day of November, A.D. 2002

CHARLIE GREEN, CLERK
By: Cindy Morrison
Deputy Clerk

mn

Page 2
Lot Mowing Lien

STRAP NO.:19-44-25-07-0000I.0060

STREET ADDRESS:2413 Ben St.

LEGAL DESCRIPTION:

LOT 6, BLOCK I, DIXON PARK SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN PLAT BOOK 9, PAGE 103, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 11 day of July, 2002.

ATTEST:
CHARLIE GREEN, CLERK

BY: Cindy Morrison
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIRMAN



APPROVED AS TO FORM:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

State of Florida
County of Lee

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

Given under my hand and official seal at Fort Myers, Florida, on 11 day of July, A.D. 2002

CHARLIE GREEN, CLERK
By Cindy Morrison
Deputy Clerk

mn



Page 2
Lot Mowing Lien

STRAP NO.:19-44-25-07-0000I.0060

STREET ADDRESS:2413 Ben St.

LEGAL DESCRIPTION:

LOT 6, BLOCK I, DIXON PARK SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN PLAT BOOK 9 AT PAGE 103, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 27th day of September, 2001.

ATTEST:
CHARLIE GREEN, CLERK

BY: [Signature]
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIRMAN

State of Florida
County of Lee

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

Given under my hand and official seal at Fort Myers, Florida this 27th day of September, A.D. 2001

CHARLIE GREEN, CLERK
BY: [Signature]
Deputy Clerk

APPROVED AS TO FORM:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

mn

MINUTES OFFICE

2002-17809



INSTR # 5760091
Official Records BK 03882 PG 1869
RECORDED 03/26/2003 09:34:31 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK G Sherwood

PREPARED BY:

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

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

Ruby Horton Est.
(FROM THE MOST RECENT TAX RECORDS)

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

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

It is hereby found and determined as follows:

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

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

A Special assessment Lien pursuant to and in accordance with the provisions of the Lee County Lot Mowing Ordinance, in the principal amount of \$256.00, which shall bear interest at the rate of 12% per annum, is hereby levied against the following described property located in Lee County, Florida:

Page 2
Lot Mowing Lien

STRAP NO.:19-44-25-07-00001.0060

STREET ADDRESS:2413 Ben St.

LEGAL DESCRIPTION:

THE PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED IN O.R. BOOK 1775, PAGE 2109, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 19 day of March, 2003.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Cindy Morrison
DEPUTY CLERK

BY: Ray Judice
CHAIRMAN



APPROVED AS TO FORM:

BY: Dawn C. [Signature]
OFFICE OF THE COUNTY ATTORNEY

State of Florida
County of Lee

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

Given under my hand and official seal at Lee County, Florida, this 19 day of March, A.D. 2003



mn

CHARLIE GREEN, CLERK
By: Cindy Morrison
Deputy Clerk

2003-12593



2

INSTR # 5979726
Official Records BK 04069 PG 0013
RECORDED 09/23/2003 12:54:05 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK G Sherwood

RETURN TO MINUTES OFFICE

PREPARED BY:

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

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

Ruby Lee Horton Est.
(FROM THE MOST RECENT TAX RECORDS)

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

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

It is hereby found and determined as follows:

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

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

A Special assessment Lien pursuant to and in accordance with the provisions of the Lee County Lot Mowing Ordinance, in the principal amount of \$256.00, which shall bear interest at the rate of 12% per annum, is hereby levied against the following described property located in Lee County, Florida:

Page 2
Lot Mowing Lien

STRAP NO.:19-44-25-P2-01101.0060

STREET ADDRESS:2413 Ben St..

LEGAL DESCRIPTION:

THE PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED IN O.R. BOOK 1775, PAGE 2109, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 18th day of September, 2003.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Cindy Morrison
DEPUTY CLERK

BY: Ray Judah
CHAIRMAN



APPROVED AS TO FORM:

BY: Dawn G. [Signature]
OFFICE OF THE COUNTY ATTORNEY

mn



Subscribed and sworn to before me this
18th day of September, 2003.

I, [Signature], Clerk of the Circuit Court
for Lee County, Florida, do hereby certify
that the foregoing is a true and correct copy
of the original as the same is filed in the
Municipal Office.

Given under my hand and official seal at
Fort Myers, Florida, this 18 day of
Sept, A.D. 2003

CHARLIE GREEN, CLERK
By: Cindy Morrison
Deputy Clerk



2450 H16 H

INSTR # 5630346
OR BK 03779 PG 3554
RECORDED 11/20/2002 11:09:47 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK G Sherwood

2

PREPARED BY:

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

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

Ruby Lee Horton Est C/O Archie B Hayward Atty..
(FROM THE MOST RECENT TAX RECORDS)

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

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

It is hereby found and determined as follows:

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

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

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

Page 2
Lot Mowing Lien

STRAP NO.:19-44-25-07-00001.0140

STREET ADDRESS:2450 Highland Ave..

LEGAL DESCRIPTION:

THE PROPERTY DESCRIBED AS DIXON PARK, BLK I, PB 9, PG 103, LOTS 14 & 15, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

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

IN WITNESS WHEREOF, Lee County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board this 18 day of November, 2002.

ATTEST:
CHARLIE GREEN, CLERK

BY: Cindy Morrison
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Rg Judah
VICE CHAIRMAN



APPROVED AS TO FORM:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

mn



State of Florida
County of Lee

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

Given under my hand and official seal at Fort Myers, Florida, this 19 day of Nov, A.D. 2002

CHARLIE GREEN, CLERK
By: Cindy Morrison
Deputy Clerk

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

Blue Sheet No. 20061055

1. ACTION REQUESTED/PURPOSE: Approve the utilization of piggybacking from Lee County Metropolitan Planning Organization (MPO), with Tindale-Oliver & Associates, Inc., for a total amount of \$84,998.00 for Preparation of the Lee County Travel Demand Study (for southern Lee County). Also authorize Chairwoman to execute the Service Provider Agreement on behalf of the Board.

2. WHAT ACTION ACCOMPLISHES: By allowing the Division to piggyback from the MPO contract with Tindale-Oliver Associates, it will allow for the preparation of the Lee County Travel Demand Study (for southern Lee County)

3. MANAGEMENT RECOMMENDATION: Staff recommends approval.

4. Departmental Category: 6. C6A		5. Meeting Date: 08-29-2006
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin. Code AC-4-4 <input type="checkbox"/> Other	
	8. Request Initiated: Commissioner _____ Department Transit Division _____ By: Steve Myers, Director	

9. Background: The Contracts Management office received a request from Lee County Division of Transit to utilize piggybacking from Lee County Metropolitan Planning Organization (MPO), with Tindale-Oliver & Associates, Inc., for Preparation of the Lee County Travel Demand Study (for southern Lee County).

Section 5: Unique Services, 5.0 Piggybacking, of the Lee County Contract Manual allows Lee County to utilize the bids of other Governmental entities as long as the procurement has gone through their competitive bidding process.

On May 24, 2005 the Board entered into an Interlocal Agreement for Cooperation on Transit Studies with the Lee County Metropolitan Planning Organization (MPO).

The Lee County Transit Division and Contracts Management have reviewed and verified the documents used. In addition, permission has been given from the MPO and Tindale Oliver & Associates to piggyback from their contract. Therefore, approval is requested to utilize piggybacking from the MPO's solicitation, which has gone through their formal process for on-call consulting services. Lee County will utilize this contract for the Preparation of the Lee County Travel Demand Study (for southern Lee County) for a total amount of \$84,998.00.

The Consultant will be required to execute the County's standard Service Provider Agreement and provide insurance as required by Risk Management.

Attachments: 1) Authorization from MPO to Piggyback Contract, Piggyback Authorization from Tindale Oliver Associates, Inc., and Service Provider Agreement.

Funds are available in the following account: KI5440148640.503190.16

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i> 8/10/06	<i>[Signature]</i> 8/10/06	N/A <i>[Signature]</i>			<i>[Signature]</i> 8/10/06	<i>[Signature]</i> 8/10/06	<i>[Signature]</i> 8/10/06	<i>[Signature]</i> 8/10/06	<i>[Signature]</i> 8/10/06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>

Rec'd by CoAtty Date: <i>[Signature]</i> Time: <i>[Signature]</i> Forwarded To: County Admin <i>[Signature]</i>
--

MEMORANDUM

Date: 08/01/06
To: Cindy Logan
From: Steve Myers
Subject: Travel Demand Study – Tindale
Oliver and Associates

Attached are the items needed for full execution of a new contract between Lee County's Transit Division and Tindale Oliver and Associates.

The first item is the Interlocal Agreement between Lee County, Florida and the Lee County Metropolitan Planning Organization (MPO), authorizing Lee County to utilize the MPO's consultants on retainer for professional planning services.

The second item is the signed blue sheet authorizing the interlocal agreement.

The third item is a letter from the MPO director confirming authorization for Lee County Transit to utilize the agreement between the County and the MPO.

The fourth item is a letter from Tindale Oliver and Associates confirming authorization for Lee County Transit to utilize the agreement between the County and the MPO.

The fifth item is the Service Provider Agreement along with the required exhibits completed by the consultant for execution by the county.

We will issue the notice to proceed after approval of this contract by County Administration.

Funds have been budgeted in K15440148640.503190.16, (Independent Division, Fixed Route, Transit Capital, Other Professional Services, Administration) and this project is funded 50% by the Florida Department of Transportation.

Please contact me if you have any questions or need any further information at 533-0322 or by e-mail at smyers@leegov.com. Thank-you.

**INTERLOCAL AGREEMENT FOR COOPERATION ON TRANSIT STUDIES
BY AND BETWEEN LEE COUNTY, FLORIDA AND THE
LEE COUNTY METROPOLITAN PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT is made and entered into this 24th day of May 2005, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida, hereinafter referred to as "County," acting by and through its Board of County Commissioners, the governing body thereof, and the **LEE COUNTY METROPOLITAN PLANNING ORGANIZATION**, an intergovernmental transportation planning agency, acting by and through its governing body; collectively the "Parties" hereto:

RECITALS:

WHEREAS, both the County and the Metropolitan Planning Organization are duly empowered pursuant to Florida Statutes, in particular, Section 163.01, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the Parties to this Interlocal Agreement desire to participate cooperatively with the Metropolitan Planning Organization of the Cape Coral Urbanized Area in the performance of comprehensive transportation planning and programming processes;

WHEREAS, the Metropolitan Planning Organization is entering into a Joint Participation Agreement with the Florida Department of Transportation to undertake professional transportation planning and project processes related to the development of transit services for Lee County; and

WHEREAS, the County and the Metropolitan Planning organization are working in partnership to contract for professional planning services described herein; and

WHEREAS, the County and the Metropolitan Planning Organization find that entering into this Interlocal Agreement serves a public purpose and is to the public's benefit.

NOW THEREFORE, in consideration of the above recitations and the mutual covenants herein set forth, the Parties hereto mutually agree as follows:

SECTION ONE: Purpose

The purpose and intent of this Interlocal Agreement is to define the terms and conditions by which the Parties will provide for County participation in the Joint Participation Agreement for professional transportation planning and project processes for development of transit services.

The Parties agree that the above named Parties will enter into this Interlocal Agreement. This Interlocal Agreement shall be binding only upon the Parties that execute this Interlocal Agreement. No Party that executes this Interlocal Agreement shall be bound by its terms to any third party who has not entered into this Interlocal Agreement.

SECTION TWO: Professional Transportation Planning and Project Process

- A. Lee County will prepare the scope of work for each work order.
- B. If requested by Lee County, the Metropolitan Planning Organization will submit the Request for Proposals for the procurement and award of professional planning services to the consultants it has under contract. The Metropolitan Planning Organization will provide copies of the proposals submitted by its consultants to Lee County for its review and consult with Lee County on the ranking and selection of the consultant to be awarded the work order.

- C. Lee County will be included in the negotiations with the consultants on the terms of the final work order.
- D. All Studies will be completed in accordance with the scope of work provided by the Metropolitan Planning Organization and agreed to by the consultant.
- E. The Metropolitan Planning Organization will coordinate, manage and otherwise direct the professional planning services.

SECTION THREE: Scope of Services

- A. Under this agreement the County will partner with the Metropolitan Planning Organization to undertake professional and technical planning services through the issuance of work orders with an established scope of work and budget.
- B. The County has identified certain studies for coordination and participation with the Metropolitan Planning Organization including an Economic Impact Study to supplement the Transit Authority Consensus Building and Action Plan Study, the 2006 major update to the Transit Development Plan, a Bus Rapid Transit Feasibility Study, a Fare Structure Analysis, a Travel Demand Study and other necessary studies.

SECTION FOUR: Compensation and Method of Payment

- A. The County agrees to pay the Metropolitan Planning Organization for costs incurred to carry out the professional planning services once the County approves a negotiated scope of work.

- B. Payment will be made by the County to the Metropolitan Planning Organization within 30 days of completion of the scope of work and issuance of a letter of acceptance of the body of work by the Director of the Transit Department.
- C. The County's share of the cost will be funded in the Country's budget for the Transit Department.

SECTION FIVE: Monitoring, Audit

All cost records and accounts shall be subject to audit by representative(s) of either the Metropolitan Planning Organization or the County at their election, during normal work hours and upon reasonable notice. Said records and accounts shall be made available at the respective Party's offices at a location in Lee County, Florida.

SECTION SIX: Modifications, Dispute Resolution and Termination

- A. All modifications to this Interlocal Agreement hereto must be in writing and signed by both Parties with the same formality as that contained herein.
- B. Any disputes arising from this Agreement which cannot be resolved by the Parties may be settled through arbitration of the disputed matters by following the procedures as set forth in Section 44.104, Florida Statutes, or the Parties may utilize any other legal remedies available to them with respect to the disputed matters.
- C. Either Party may terminate this Agreement for any reason by giving the non-terminating party thirty (30) days written notice of its cancellation.

SECTION SEVEN: Liability and Insurance

Parties agree that by execution of the Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for in Section 768.28, Florida Statutes, as may be revised or amended from time to time.

SECTION EIGHT: Notices

All written notices to the Metropolitan Planning Organization and the County under this Interlocal Agreement shall be directed to the following address:

For the MPO: Glen H. Ahlert, Staff Director
Lee County Metropolitan Planning Organization
1926 Victoria Avenue
Fort Myers, Florida 33901

For the County: Steven L. Myers, Director
Lee County Transit Department - LeeTran
6035 Landing View Road
Fort Myers, Florida 33907

SECTION NINE: Severability

If any provision of this Interlocal Agreement is held invalid, the remainder of the Interlocal Agreement shall not be affected thereby and all other parts of this Interlocal Agreement shall nevertheless be in full force and effect.

SECTION TEN: Filing

This Interlocal Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department and the Lee County Metropolitan Planning Organization.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Interlocal Agreement to be executed on the date and year first above written.

Attest: Charlie Green
Clerk of the Courts

By: Maria A. Pierce
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: [Signature]
Title: Chairman



Attest: Southwest Florida Regional
Planning Council (MPO staff agency)

By: [Signature]
David Y. Burr, Executive Director

Approved as to form:

By: Andrew B. Jensen
Office of the County Attorney

LEE COUNTY METROPOLITAN
PLANNING ORGANIZATION

By: [Signature]
Title: Chairman

Approved as to form:

By: Andrew B. Jensen
MPO Legal Council

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

Blue Sheet No. 20050641

1. ACTION REQUESTED/PURPOSE:

Approval of the Interlocal Agreement between Lee County and the Southwest Florida Regional Planning Council acting through the Metropolitan Planning Organization (MPO) for assistance in completing professional transportation planning and project processes.

2. WHAT ACTION ACCOMPLISHES:

The Interlocal Agreement between Lee County and the MPO allows for coordination of transportation planning activities utilizing contacts negotiated by the MPO. The agreement provides for payment of these services by Lee County Transit.

3. MANAGEMENT RECOMMENDATION: Approve the attached Interlocal Agreement.

4. Departmental Category: C6D 5. Meeting Date: 05-24-2005

6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)		8. Request Initiated:
	<input type="checkbox"/> Statute	<input type="checkbox"/>	Commissioner
	<input type="checkbox"/> Ordinance	<input type="checkbox"/>	Department <u>Independent</u>
	<input type="checkbox"/> Admin. Code	<input type="checkbox"/>	Division <u>Transit</u>
	<input type="checkbox"/> Other	<input type="checkbox"/>	By: <u>Steve Myers</u>

9. Background:

LeeTran is in the process of conducting several studies including an Economic Impact Study to supplement the Transit Governance and Consensus Building Study, the 2006 major update to the Transit Development Plan, a Bus Rapid Transit Feasibility study, a Fare Analysis and a Travel Demand study. Completion of these studies must be coordinated so that data is validated and informs the master planning documents. The MPO has retained pre-qualified consultants through a competitive selected process to provide technical transportation planning services that will be made available to LeeTran under this Interlocal Agreement. The use of these consultants will result in an expedited process for soliciting proposals, avoid duplication of review by the state and the MPO and allow for greater coordination of the data. LeeTran has applications pending with FDOT for participation in the funding of several of these studies. LeeTran will obtain Board Approval prior to awarding studies which exceed departmental authorization.

Funds have been programmed in the FY 2006 Budget for the completion of studies.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
					Analyst	Risk	Grants	MGR.
<i>5/9/05</i>				<i>S</i>	<i>5/10/05</i>	<i>5/10/05</i>	<i>5/10/05</i>	<i>5/12/05</i>

11. Commission Action:

Approved
 Deferred
 Denied
 Other *XC: Steve Carnen Mike*

Rec. by Coltty
 Date 5/10/05
 Time: 1:45
 Forwarded To: CS: Adam
5/10/05

RECEIVED BY COUNTY ADMIN: *PM*
5-10-05
4:06
 COUNTY ADMIN: *10*
 FORWARDED TO: *10*
5/10/05
SPM



July 26, 2006

Ms. Cindy Logan
Contracts Manager
Community Development/Public Works Center
1500 Monroe Street, 4th FL
Fort Myers FL 33901

RE: Authorization for LeeTran to Utilize Existing MPO Agreement with TOA

Ms. Logan:

Please accept this letter as authorization from Tindale-Oliver & Associates, Inc. (TOA) for LeeTran to utilize the existing Agreement for Professional Transportation Planning Services between the Lee County Metropolitan Planning Organization (MPO) and TOA for purposes of contracting with TOA for the completion of its Lee County BRT Feasibility Study. I understand that this use is permitted by the Interlocal Agreement between LeeTran and the MPO dated May 24, 2005. Please contact me at (813) 224-8862 if you have any questions or require further information.

Sincerely,

Tindale-Oliver & Associates, Inc.

A handwritten signature in black ink, reading "Steven A. Tindale". The signature is written in a cursive, flowing style.

Steven A. Tindale, P.E., AICP
President

**LEE COUNTY METROPOLITAN PLANNING ORGANIZATION
1926 VICTORIA AVENUE, FORT MYERS, FLORIDA 33901-3414**



PHONE: (239) 338-2550 SUNCOM: (239) 748-2550
FAX: (239) 338-2560 SUNFAX: (239) 748-2560
EMAIL: MPO@SWFRPC.ORG WEBSITE: WWW.MPO-SWFL.ORG

July 13th, 2006

Cindy Logan
Contracts Department, Lee County Public Works
P.O. Box 398
Fort Myers, Florida 33902-0398

RE: Piggyback contract with Tindale Oliver & Associates, Inc. for LeeTran

Dear Ms. Logan:

On May 24th, 2005 the Lee County MPO and Lee County executed an interlocal agreement allowing LeeTran to piggyback on the MPO's on-call consulting services agreements.

LeeTran is welcome to contract with Tindale Oliver & Associates, Inc. under the Lee County MPO's consulting services agreement to undertake the following:

- Travel Demand Study
- Fares Study
- Bus Rapid-Transit (BRT) Study

The Lee County MPO has extended contractual services with Tindale Oliver & Associates, Inc. until January 20th, 2007.

Sincerely,

A handwritten signature in black ink that reads "John Voges". The signature is written in a cursive, flowing style.

John Voges
MPO Director

Cc: Susan Riley, Fiscal Manager, LeeTran
Steve Myers, Director, LeeTran
Mike Horsting, Transit Planner, LeeTran



PROPOSAL

**Lee County
Transit Travel Demand Study
(for Southern Lee County)
Lee County Transit Department**

Tindale-Oliver & Associates, Inc.

July 2006





INTRODUCTION

Tindale-Oliver & Associates, Inc. (TOA) is pleased to submit a proposal for the project, "Transit Travel Demand Study (for Southern Lee County)."

Because of past and current involvement in various transit projects in Lee County involving funding, service and system planning, long-term planning, and consensus building for the implementation of a transit authority, TOA is uniquely positioned to analyze and plan for the growth in the southern portions of Lee County. TOA also is excited about the opportunity to continue working with Lee County Transit (LeeTran) staff in developing a spreadsheet-based model for use in identifying potential corridors for expanding services in the future. Supporting the decision-making and system development processes to handle the continuing growth in southern Lee County is a positive and progressive step that TOA is ready to undertake.

LeeTran currently operates as a division of Lee County government and is responsible to the Lee County Board of County Commissioners. The transit agency provides public transportation services within Lee County, including the operation of fixed-route bus service, complementary paratransit service (Passport), and various commuter assistance services (Connexus). In addition, LeeTran provides trolley service (The Trollee) along Fort Myers Beach and also provides two park-and-ride trolleys that connect to the Fort Myers Beach trolley.

Growth in Lee County has been rapid, especially in the large mainland area from Southwest Florida International Airport southward to include the City of Bonita Springs and portions of Collier County. This area includes a growing state university, several new commercial areas, and a couple of very large retail developments. Defining the demand for transit to access jobs and services is vital to meet the growth and support the new Interstate 75/Coconut Road interchange that is being considered. Continuing the work of the Lee County 2030 Long Range Transportation Plan and the LeeTran 2006 Transit Development Plan, the Travel Demand Study for Southern Lee County will provide data to be used in the planning, development, and implementation of future transit services throughout the southern service area.





Because the rate of growth in southern Lee County is rapid, TOA recognizes that the southern demographics are fluid and constantly evolving. Therefore, TOA proposes a three-phase approach for developing demand estimations and identifying prioritized corridors for potential transit service expansion. The three phases include:

- **Phase 1: Understanding Growth** - The first phase of the project will involve identifying and defining the impacts of current and proposed developments (population and employment). The analysis will require updating population and work related data to identify existing and new activity centers, along with other elements that impact travel patterns.
- **Phase 2: Understanding Area-Wide Transit Demand** - The second phase will employ traditional methods of demand estimation used in previous work by TOA for LeeTran. The demand will then be mapped to identify potential corridors for future transit services.
- **Phase 3: Understanding Corridor Transit Demand** - The third phase is dependent upon availability, but TOA will make use of newer technology, the Florida Department of Transportation's (FDOT) "Transit Boardings Estimation and Simulation Tool" (TBEST) software. This third phase will result in a prioritized listing of potential corridors for future transit service with ridership estimates and potential transit service levels. An alternative method of refining and verifying travel demand will be used if the FDOT's TBEST tool is not ready in time for this project. In either process, the result will be a spreadsheet-based model that can be easily updated and tested by LeeTran throughout the implementation of the TDP that is soon to be adopted.

SCOPE OF SERVICES

The following Scope of Services describes the tasks and resulting deliverables that will be necessary to complete the Travel Demand Study of Southern Lee County. LeeTran will be responsible for the overall management of the study process, including oversight of public involvement and the development, analysis, and evaluation of potential corridors and alternatives. This will include technical support as necessary and appropriate. The LeeTran Director





will designate a staff member to serve as project manager. In addition, for the purpose of this Plan, the study area is defined as the mainland portions of southern Lee County highlighted on Map 1.

Consistent with the project description provided in the RFP, the proposal is organized into four major tasks. Figure 1 illustrates TOA's project approach to the Travel Demand Study. The ultimate objective of this Scope of Services is to provide corridor level data to support future transit operational decisions in the south county study area. A summary of each task is provided in the remainder of this proposal.

Task 1: Facilitate Kickoff Meeting and Compile Base Data

A kickoff meeting for the project, with LeeTran and TOA staff in attendance, will be scheduled and conducted within three weeks of the issuance of a Notice to Proceed by LeeTran. At the kickoff meeting, TOA will present a list of local resources needed to complete the project. LeeTran and TOA staff will agree on how the resources will be collected and set an appropriate timeline for completing the efforts. Other issues regarding public involvement and specific deliverables also will be discussed as part of the kickoff meeting.

TOA will compile base data to be used in the process of formulating demand estimation specifically for the study area. Because growth is so rapid in the study area, data currently on-hand will need to be updated to include known and anticipated impacts from that growth. The TOA project team completed or worked on the Lee County 2030 LRTE update, the Lee County Transit Authority Consensus Building project, and the 2006 Transit Development Plan. This experience puts TOA in the unique position to efficiently utilize the information and experience from these studies to guide this as well as other tasks for the Travel Demand Study effort. The following sub-activities outline the effort required for this task.

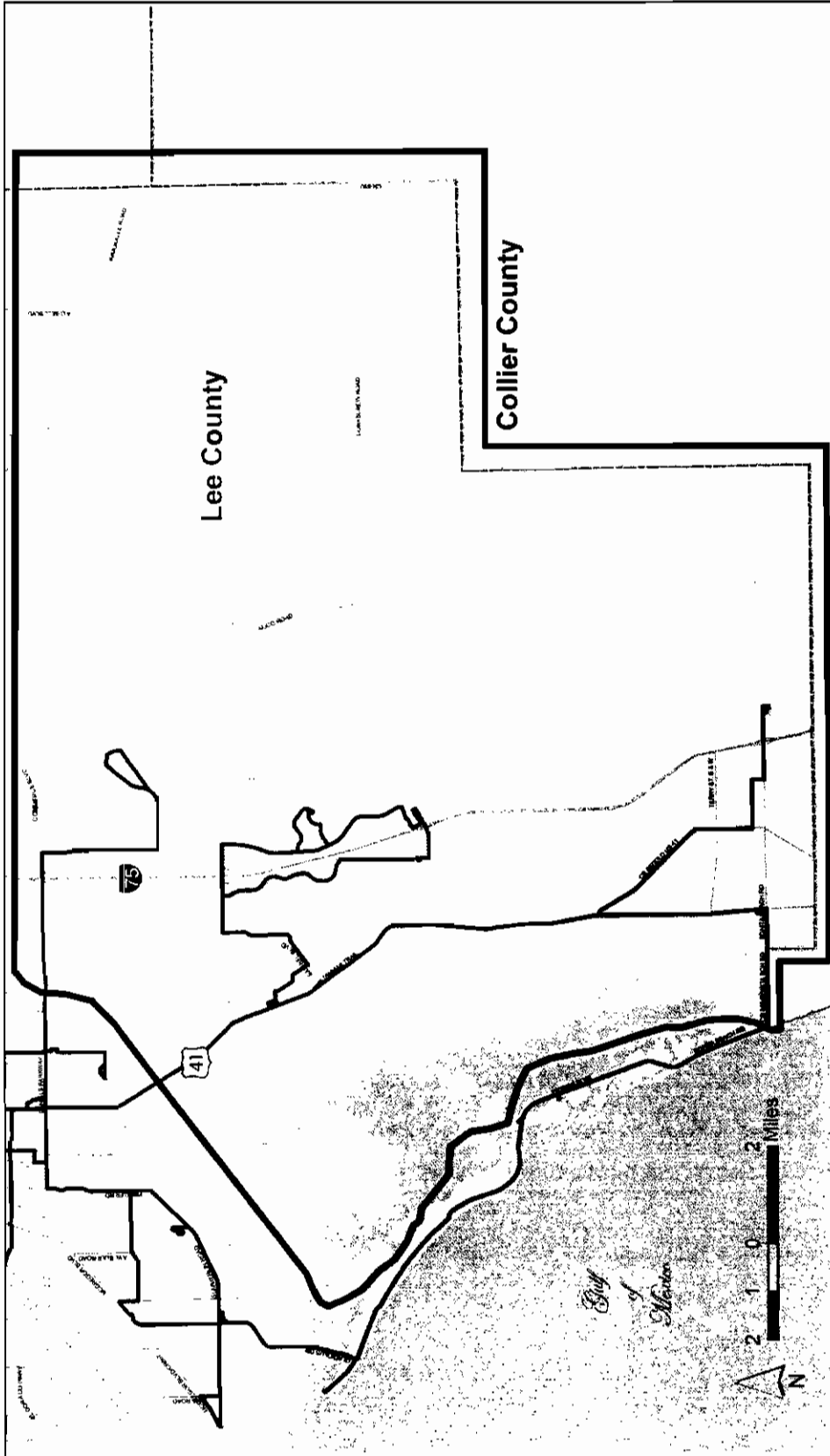
Establish Baseline Conditions and Identify Impacts of Growth

In order to establish the baseline conditions for transit demand in southern Lee County, demographic, socio-economic, and various transportation data will be collected to provide a historical background and baseline description of the





Map 1
LeeTran Travel Demand Study Area



Lee County
Transit Travel
Demand Study

Map 1
Study Area

Existing Bus Routes
Study Area Boundary

Fort Myers Beach
Bonita Springs

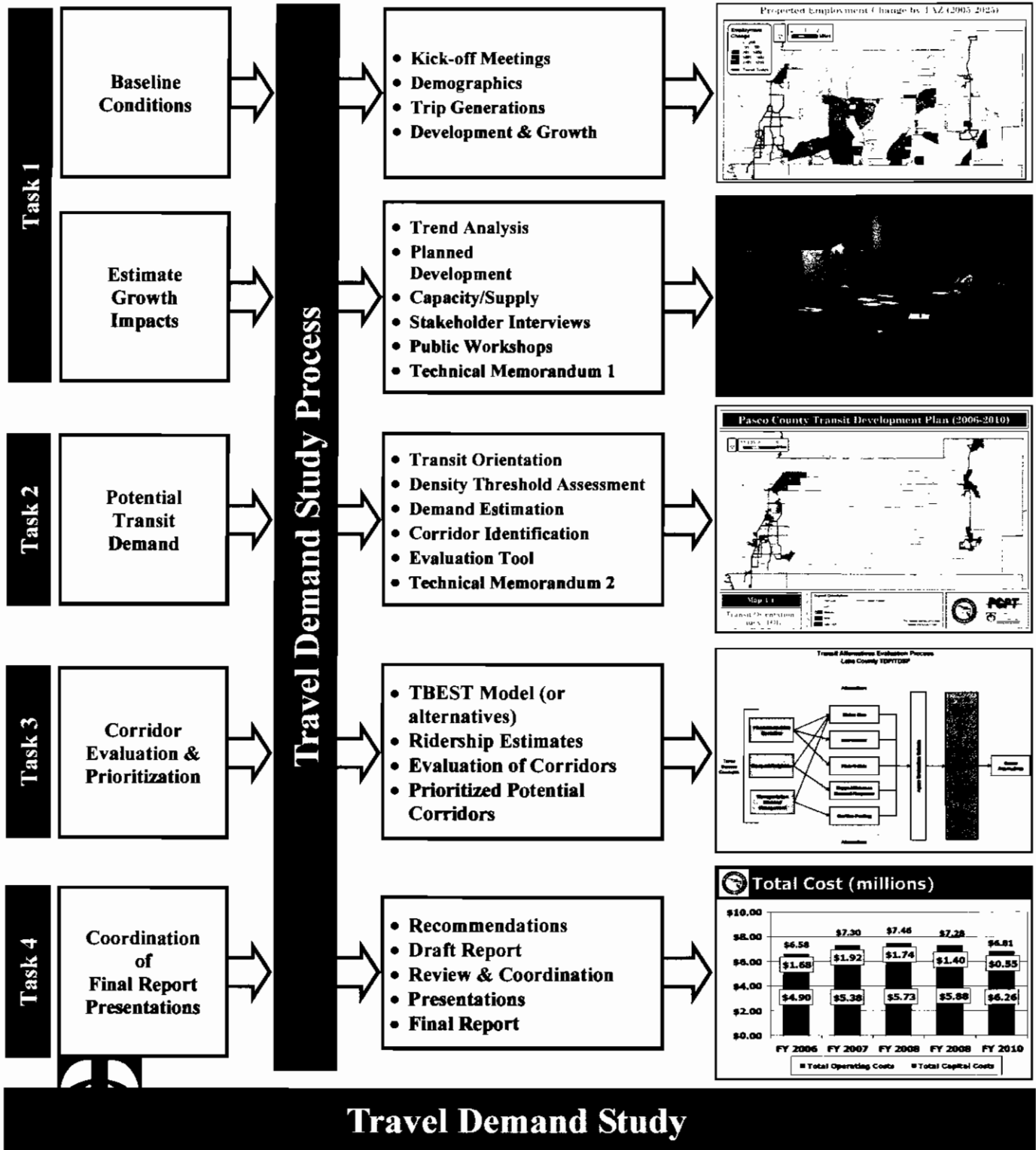


Lee County
Transit System

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Figure 1
LeeTran Travel Demand Study Project Approach



area. The 2000 Census of Population and Housing and the Bureau of Economics and Business Research (BEBR) of the University of Florida will be used as primary data sources, supplemented by data currently available from the Lee County Metropolitan Planning Organization (MPO), LeeTran, and other sources. Data to be compiled include, but are not necessarily limited to, the following:

- physical description of area
- population by age and income
- population density
- housing density
- employment density
- labor force
- auto ownership
- tourist and visitor levels
- transportation disadvantaged population
- land uses and densities
- major trip generators
- area roadway and traffic conditions, including levels of service, current or projected capacity deficiencies, and current and planned transit routes

TOA will refer to prior work, such as the 2020 future land use map (refer to Map 2) and the 2030 population density map (refer to Map 3). Note that these maps were created for all of Lee County but is zoomed in to reflect the study area for this project. To the extent possible, previous work will be refined and updated to reflect the most current baseline conditions for the study area.

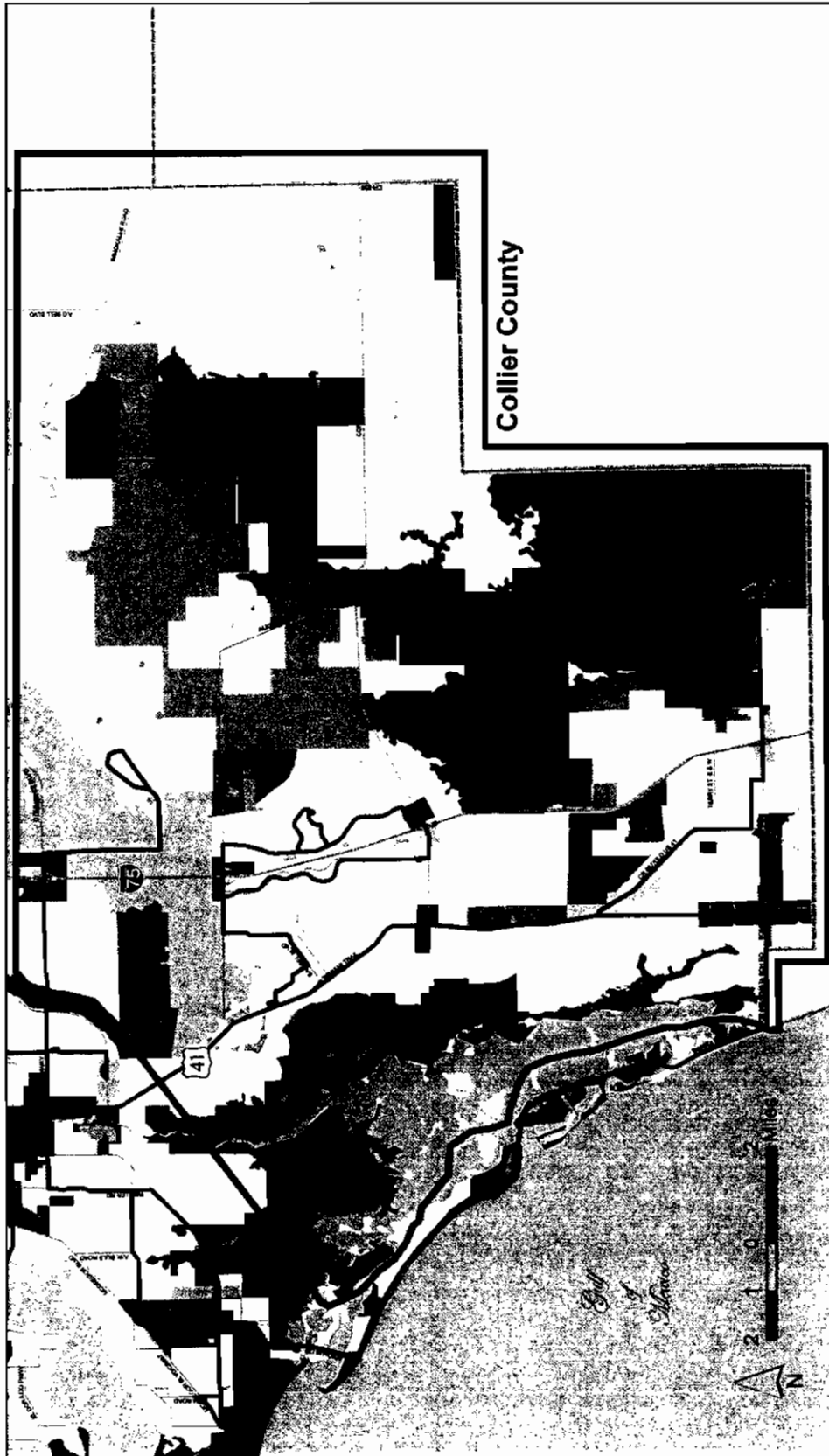
TOA will then determine the impacts of growth on the baseline conditions and estimate the conditions over the next 10 years. These estimates will be based on approved and planned development and indicators of growth trends. Determining anticipated impacts of future growth and development will require assumptions.

TOA will ensure that all assumptions are reasonable through coordination with LeeTran staff, other County staff, stakeholder interviews, and input received from public involvement activities.





Map 2
Future Land Use (2020)



Lee County
Transit Travel
Demand Study

Map 2
Future Land
Use (2020)

2020 future Land Use

- Commercial
- Residential - Single-Family
- Residential - Multi-Family
- Agricultural
- Mining
- Industrial
- Preserve
- Conservation
- Water
- Unknown

Existing Bus Routes
Study Area Boundary

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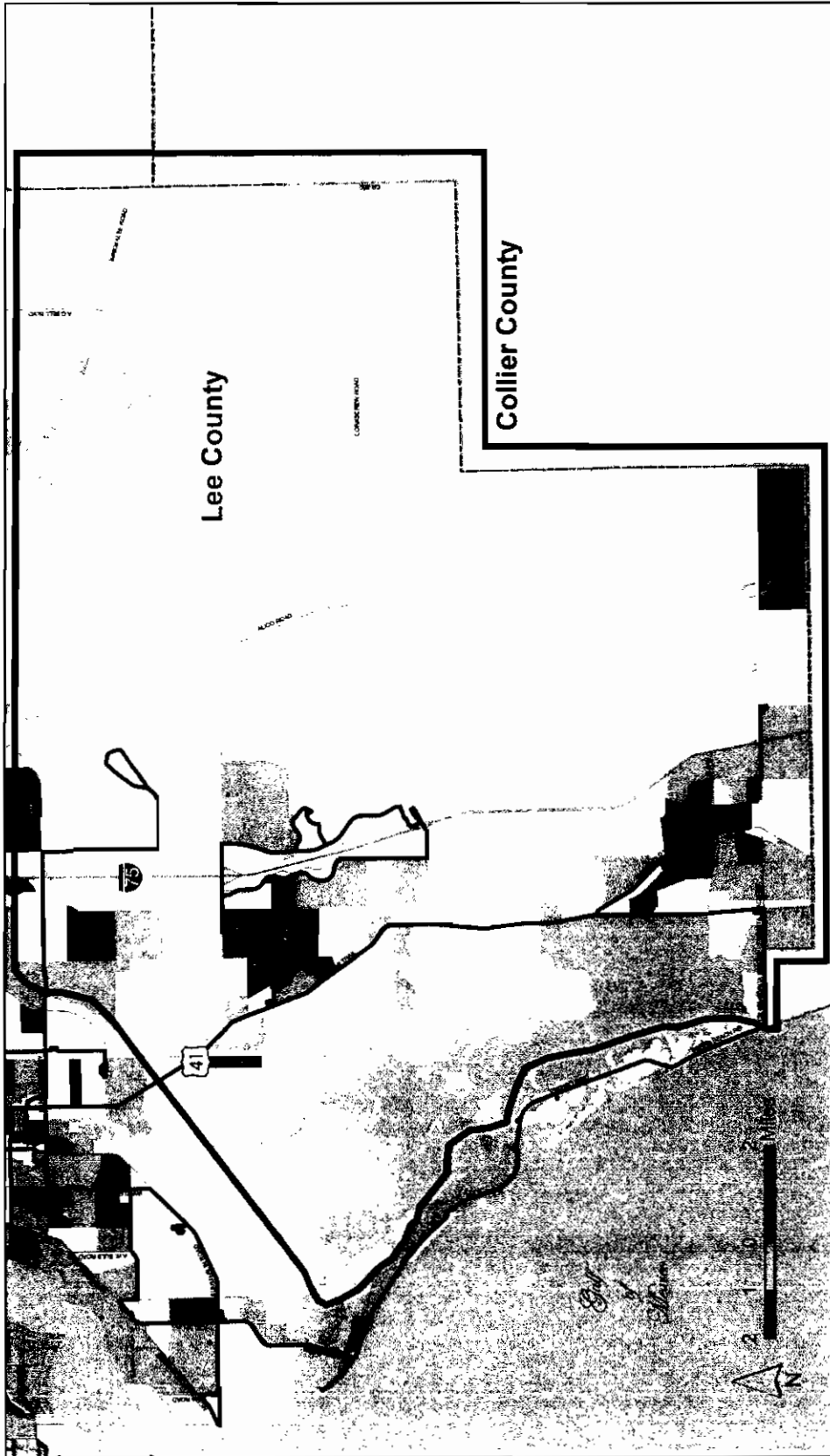
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Lee County
Transit System

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Map 3
Future Population Density (2030)



Lee County
Transit Travel
Demand Study

Map 3
Future Population
Density (2030)

Future Population Density

- < 1,500
- 1,500 - 3,500
- 3,501 - 7,000
- 7,001 - 16,000
- > 16,000

— Existing Bus Routes
▭ Study Area Boundary

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Associates, Inc.
Planning and Engineering

Lee County
Transit System

1\23508 05 - Lee 2030 Transit Element\Maps\Travel_Demand_Map_3_2030_Population_Density.mxd

Conduct Stakeholder Interviews

TOA will assess the attitudes of key local officials and community leaders regarding growth, travel demand, and potential transit service needs, through a series of 6 to 10 stakeholder interviews. The interviews will seek to assess political and community leaders' views on growth, travel demand, and potential transit service options. The interviewees will be identified jointly by LeeTran and TOA staff at the kickoff meeting. An interview script will be developed for use in guiding the interviews, which will be conducted in person or via telephone depending on the final negotiated scope and budget.

Conduct Public Workshops

TOA will seek to identify and assess general community perceptions about travel preferences and to help identify potential corridors, problematic issues, and unique opportunities for LeeTran. Although not intended to provide a statistically valid sample, targeted workshops can provide an excellent opportunity for revealing the attitudes of the general public. For the Travel Demand Study, it is proposed that two workshops be held in southern Lee County. The preferred venues for the workshops will be identified at the kickoff meeting, but it is recommended that at least one of the workshops be conducted at one of the new large retail developments in the study area.

Prepare Technical Memorandum No. 1

The draft Technical Memorandum No. 1 will be prepared to compile all of the data and results from Task 1. The draft tech memo will summarize the:

- project kickoff meeting
- study area's baseline conditions (including demographic, economic, and transportation information)
- estimated impacts of growth on the baseline conditions
- attitudes of local officials and leaders in the community based on the stakeholder interviews
- findings from the two public workshops



The draft tech memo will be forwarded to LeeTran for consideration and comment. All comments and modifications will be incorporated into the tech memo for inclusion in the draft final Travel Demand Study report.

Responsibilities of the Consultant

- Prepare for and summarize kickoff meeting.
- Review existing and historical data and compile baseline conditions for demographics and growth impacts.
- Prepare for and conduct 6 to 10 stakeholder interviews.
- Prepare for and facilitate two public workshops.
- Identify and summarize critical issues to address in subsequent tasks.
- Prepare draft Technical Memorandum #1, and incorporate review comments.

Responsibilities of LeeTran

- Provide data requested by Consultant to the extent that it is available.
- Participate in project kickoff meeting.
- Review and comment on stakeholder interview format.
- Review and comment on public workshop format.
- Coordinate, schedule, advertise, and market the public workshops.
- Review and comment on draft Technical Memorandum #1.

Task 2: Estimate Demand and Identify Potential Transit Corridors

TOA will estimate the transit demand and mobility needs in southern Lee County by using traditional methods of estimating transit ridership. Demand estimations for the future will be based on work completed in the previous task, as well as previous projects completed by TOA and others. TOA will then use the demand estimations to identify and map corridors that have the potential to support the implementation of transit services in the future. The following sub-activities outline the effort required for this task.

Estimate Demand for Transit Services

TOA will utilize the results of the previous tasks, including the findings from the public workshops and stakeholders' interviews, to assess the need for future transit services. This needs assessment will take into account travel



origins and destinations, the geographic characteristics of the study area, frequency and hours of service currently provided, and demographic characteristics of southern Lee County residents. Potential target markets for expanded transit service will be identified and assessed. The needs assessment also will include an examination of possible intermodal connections and coordination of service with other operators.

TOA will project potential demand for future transit services in the study area. Specific areas of demand and demand levels will be projected using several approaches. Approaches included in the 2006 Lee County Transit Development Plan will be utilized and updated, including:

- transit orientation index
- density threshold assessment (refer to Map 4 on the following page)
- transit mode split analysis (which relies on available regional model person trip data).

Use of other techniques may be considered, as well. It is important to note that these analyses will be at the sub-area level and will not necessarily yield route-specific service design or scheduling recommendations.

Identify Corridors With Potential to Support Future Transit Services

Based on the needs assessment and the identification of travel demand, potential corridors for future transit service in southern Lee County will be identified and mapped. These corridors will be identified and developed in conjunction with LeeTran staff. The final results of this effort will be a list of corridors that have a potential to support the implementation of future transit services based on travel demand. An evaluation framework will be established by TOA (with input from the LeeTran staff on screening criteria and weights) that will help prioritize the identified corridors in the subsequent task.

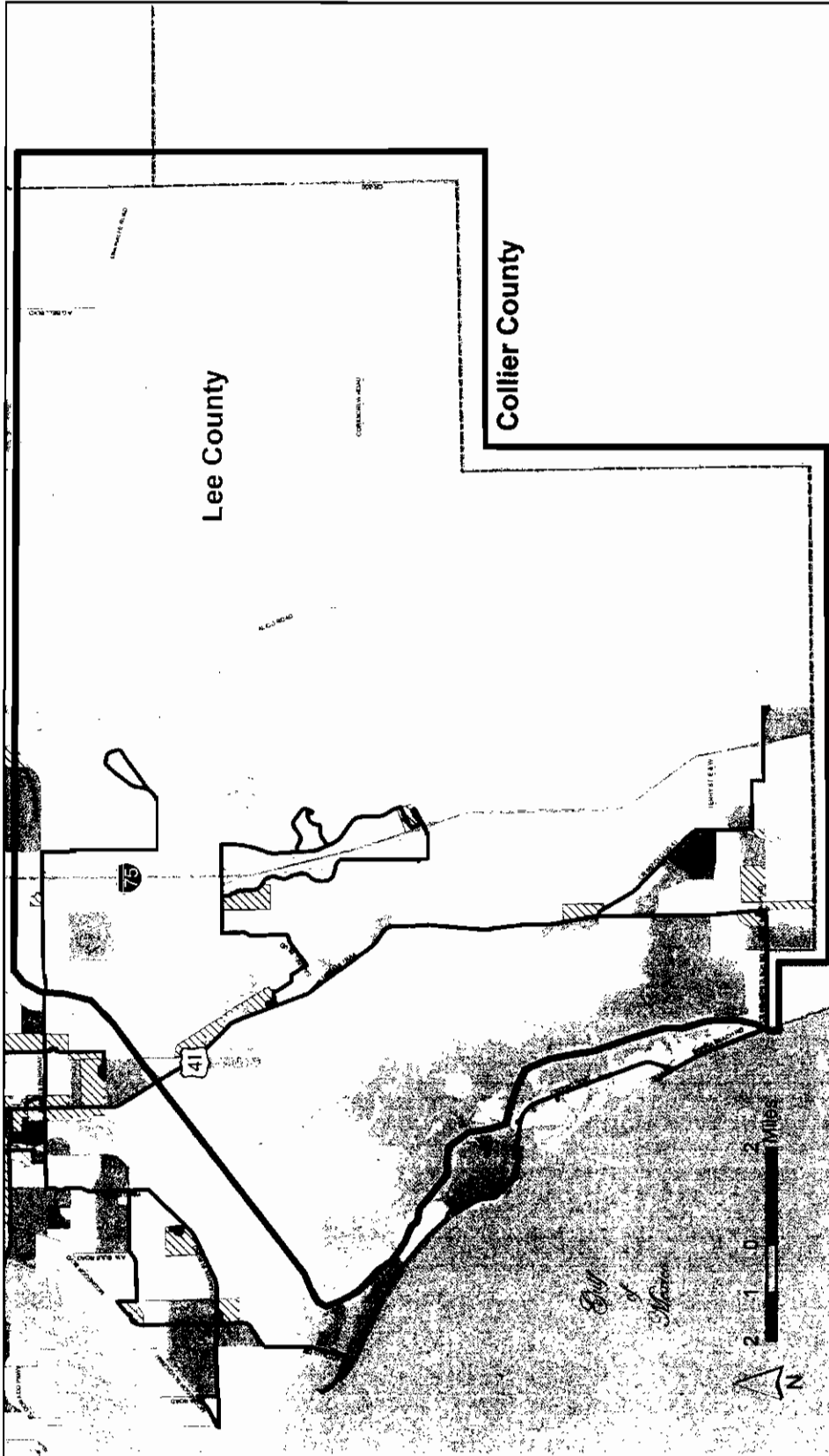
The evaluation will result in corridor identification and profiles will be developed to facilitate and support service and operations planning decisions in the future. The profiles will be useful in supporting decisions for approximately one year, but TOA will include guidance to LeeTran staff for





Map 4

Lee County Density Threshold Assessment for Transit



Lee County
Transit Travel
Demand Study

Map 4
Density Threshold
Assessment (2030)

	Employment Threshold		Population Threshold		Bus
	BRT		BRT		BRT
	AGT/LRT/DMU		AGT/LRT/DMU		AGT/LRT/DMU
	Heavy Rail		Heavy Rail		Heavy Rail
	Existing Bus Routes		Study Area Boundary		

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Lee County
Transit System

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updating the corridor profiles for decision-making beyond the one-year timeframe.

Prepare Technical Memorandum No. 2

The draft Technical Memorandum No. 2 will be prepared to compile all of the data and results from Task 2. The draft memorandum will summarize the results of the demand estimation, needs assessment, and the corridor identification. The draft memorandum will be forwarded to LeeTran staff for review and comment. All comments and modifications will be incorporated into a revised memorandum for inclusion in the draft final Travel Demand Study document.

Responsibilities of the Consultant

- Prepare a needs assessment estimating the demand for transit services.
- Using the needs assessment, identify potential corridors that could support future transit services.
- Prepare an evaluation framework for prioritizing potential corridors.
- Facilitate corridor identification and profiles to support transit service and operations planning.
- Prepare draft Technical Memorandum #2 and incorporate review comments.

Responsibilities of LeeTran

- Review and comment on needs assessment and demand estimations.
- Review and comment on identified potential corridors.
- Review and comment on the draft evaluation framework.
- Review and comment on draft Technical Memorandum #2.

Task 3: Ridership Estimates and Prioritization of Potential Corridors

Depending upon availability, TOA will use “Transit Boardings Estimation and Simulation Tool” (TBEST), a new software application developed by the Florida Department of Transportation (FDOT) to simulate potential routing and develop ridership projections. Recent discussions with FDOT staff in





Tallahassee indicate that the dataset for Lee County and LeeTran is scheduled to be available in August 2006, in time to support this project. This tool would be used to complete a more-detailed evaluation of corridors identified in the previous task. The result will be a prioritized listing of potential corridors for future transit service with ridership estimates that correspond to various transit service levels. An example screen capture from TBEST is provided in Figure 2 for the transit network operated by the Jacksonville Transportation Authority.

An alternative method of refining and verifying travel demand and estimating potential ridership will be used if the FDOT's TBEST tool is not ready in time for this project. In either process, the results will be a spreadsheet-based model that can be easily updated and tested by LeeTran throughout the implementation of the TDP that is to be adopted later this year. The following sub-activities outline the effort required for this task.

Prepare TBEST/Alternative Method for Southern Lee County

TOA will work closely with the FDOT Central Transit Office and their contractor, to prepare the TBEST software for use in this task. It is anticipated that there will be moderate efforts required to prepare the TBEST for use in this project. Programming for the simulations necessary will be evaluated and a decision will be made on the use the TBEST, or another method, to project potential ridership and prioritize corridors. Once decided, TBEST, or an alternative method, will be used to simulate potential routing and service characteristics in the identified corridors. Ridership estimates will be developed for each corridor. TOA will provide an opportunity for LeeTran staff to review and comment on the ridership projections.

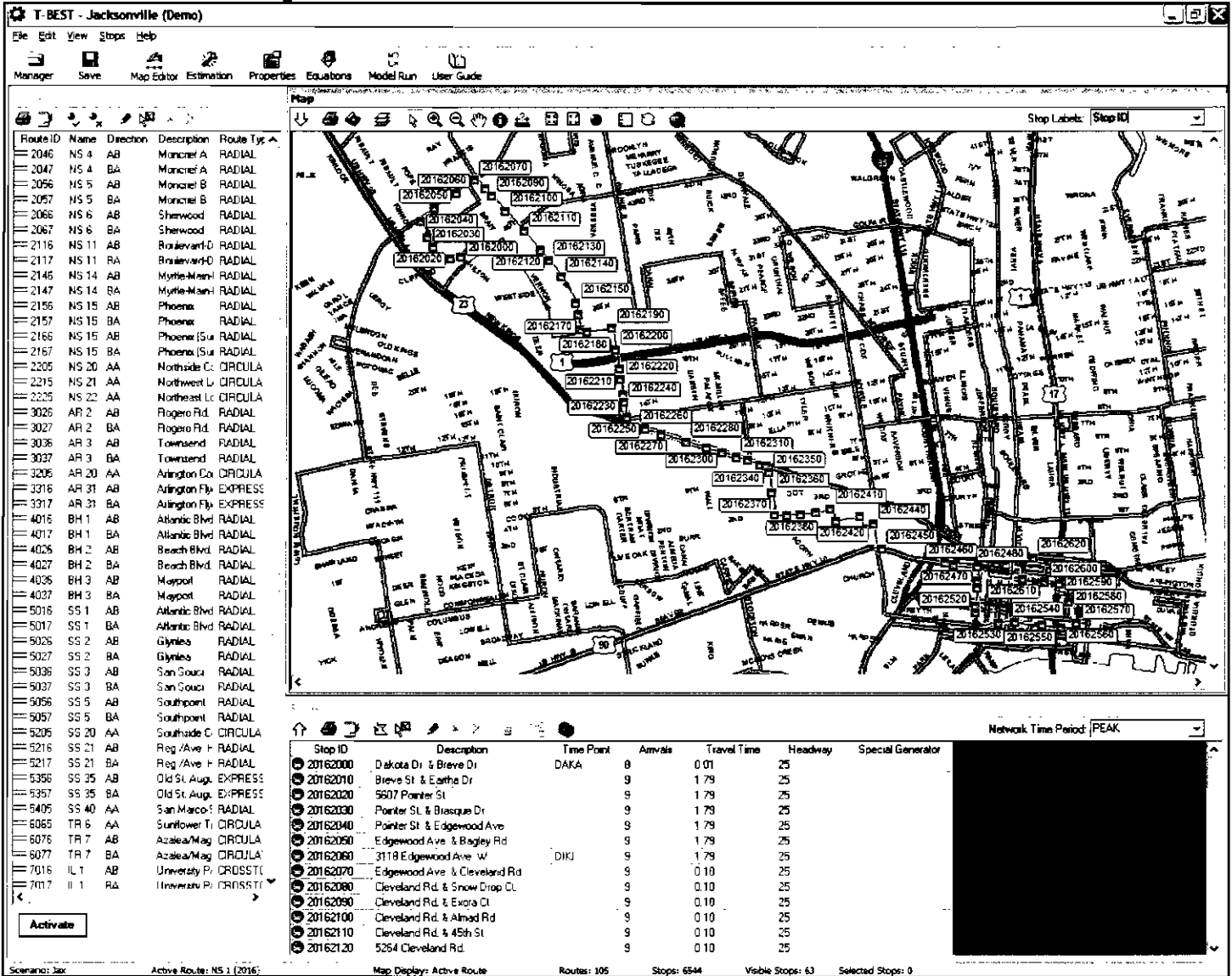
Evaluate and Prioritize Potential Corridors

TOA will use the travel demand identified by TBEST, or an alternative method, to estimate potential ridership in the identified corridors of the study area. TOA will analyze the corridors using the evaluation framework developed in the previous task. The corridors will then be prioritized based on the results of the evaluation. TOA will focus on developing corridor profiles and priorities that will support future service and operations planning decisions.





Figure 2
TBEST Example Screen Capture (Jacksonville Transportation Authority)



Recommendations regarding corridor priorities will consider the following:

- Connections between major activity centers
- Corridor development in relation to projected growth and development over the next 10 years
- Connections to adjacent counties
- State, regional, and local goals and priorities

TOA will prepare maps and descriptions of the prioritized corridors and recommendations. As an example, Map 5 illustrates corridors in the south county area that were evaluated as part of the MPO's 2030 Long Range Transit Element.

Responsibilities of the Consultant

- Identify ridership estimates using TBEST (or other approved method).
- Use the evaluation framework to prioritize corridors.
- Prepare corridor demand projections and corridor profiles.

Responsibilities of LeeTran

- Review and comment on ridership estimates using the TBEST (or other approved method.)
- Review and comment on the corridor profiles.

Task 4: Prepare Travel Demand Study Reports and Board Presentations

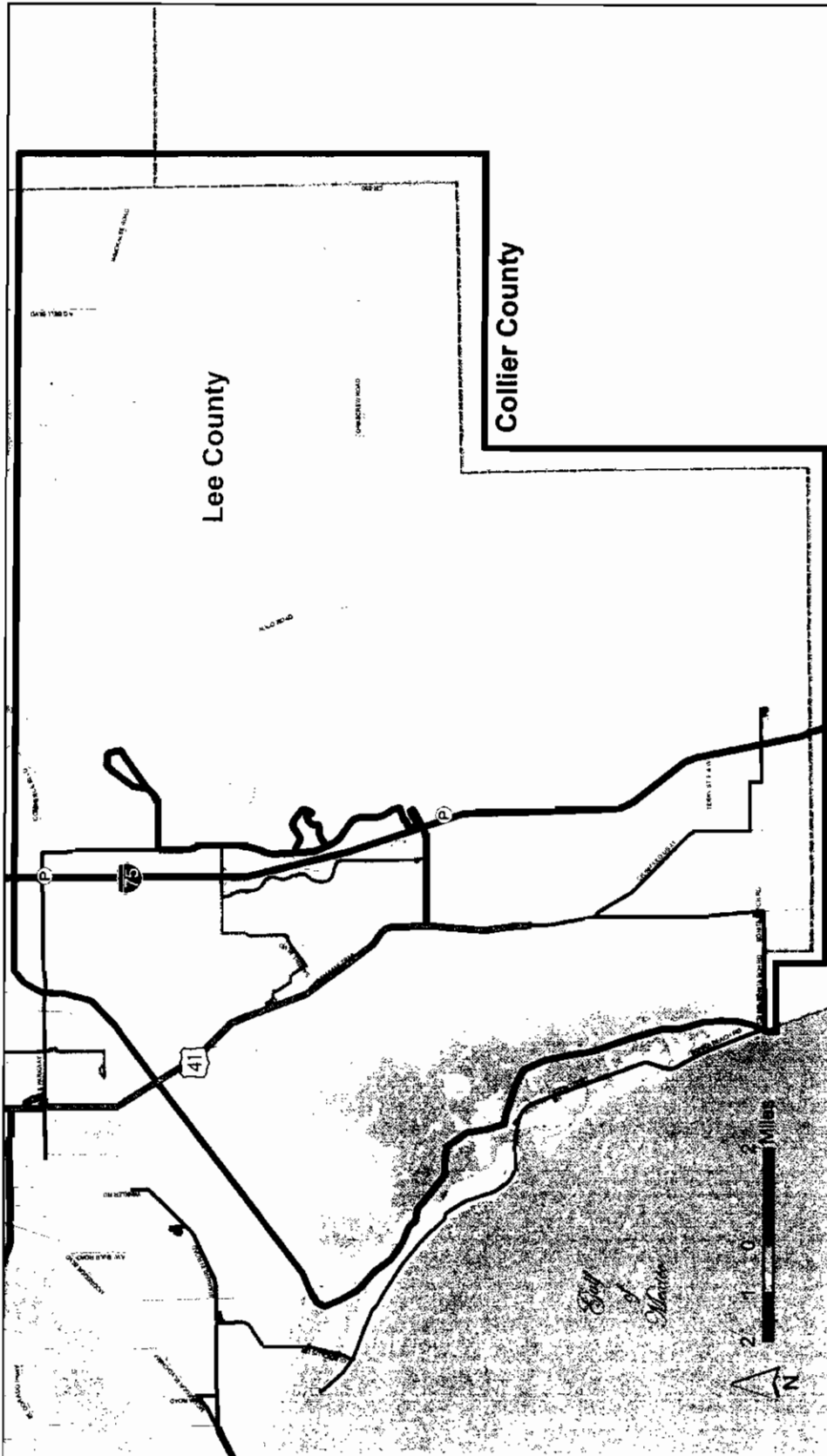
TOA will produce and submit to LeeTran 10 printed copies of the draft report on Travel Demand for Southern Lee County for review, comment, and acceptance. Comments on the draft Travel Demand Study Report will be addressed for the final version of the plan. Additionally, TOA will prepare for and make up to four presentations on the Travel Demand Study. One presentation will be made to each of the following: the Lee County Board of County Commissioners, the MPO Board, the MPO's advisory committees (CAC & TAC), and the City Council of Bonita Springs.

Following presentation, review, and acceptance of the draft Travel Demand Study Report, TOA will prepare and submit the final Travel Demand Study.





**Map 5
Transit Corridor Analysis (Lee County)**



**Lee County
Transit Travel
Demand Study**

**Map 5
Transit Corridor
Analysis**

Alternatives

- I-75/Collier Express
- New Route 30
- New Route 60
- New Route 140
- Sanibel Connector

Existing Routes

- 50
- 60
- 80
- 130
- 140
- 150
- 400
- 450

(P) Proposed Park & Ride Location

□ Study Area Boundary

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**Lee County
Transit System**

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Ten printed copies of the Final Travel Demand Study Report will be provided to LeeTran. The consultant also will prepare and provide to LeeTran staff one CD containing the Travel Demand Study documentation in both Microsoft Word and PDF format, including all associated graphics.

Responsibilities of the Consultant

- Prepare draft report and provide 10 copies to LeeTran staff for review.
- Revise draft report based on comments from LeeTran staff.
- Present draft report to the Lee County Board of County Commissioners, the MPO Board, CAC, and TAC, & the City Council of Bonita Springs.
- Prepare final report and provide 10 copies and one CD to LeeTran.
- Provide LeeTran with TBEST, or other approved method, that can be refined and updated for subsequent application and update.

Responsibilities of LeeTran

- Review draft report.
- Meet with Consultant to discuss the draft report.
- Schedule and coordinate presentations to the Lee County Board of County Commissioners, the MPO Board, the MPO advisory committees (CAC and TAC), and the City Council of Bonita Springs.
- Receive final report.
- Receive and apply TBEST or other approved method.

Summary of Deliverables

The following is a summary of the items that will be delivered to LeeTran during the Travel Demand Study process:

- Technical Memorandum #1 summarizing the kickoff meeting, the compilation of data, the stakeholder interviews, and the public workshops completed in Task 1
- Related workshop and stakeholder interview materials
- Technical Memorandum #2 summarizing the results of the demand estimation, needs assessment, and the identification of potential corridors completed in Task 2
- Ridership estimates for the potential corridors using TBEST, or other approved method.



- An evaluation of potential corridors resulting in a prioritized listing and recommendations on implementing future transit services.
- Draft and final Travel Demand Study Report
- Corridor profiles in a format that can be updated by LeeTran staff in the future.

MANAGEMENT PLAN

The key TOA personnel that will play a major role on this project are indicated below, along with their proposed role in the project. It is important to recognize that the proposed project team includes many of the same staff that completed the update of the Lee County 2030 Long Range Transit Element (LRTE) for the Lee County MPO in 2005. Many team members also are working on the 2006 Transit Development Plan for LeeTran, and as such, this team is already intimately familiar with many of the operational characteristics and long-term needs of the transit agency.

The organization of TOA's project team is illustrated in Figure 1 on the following page.

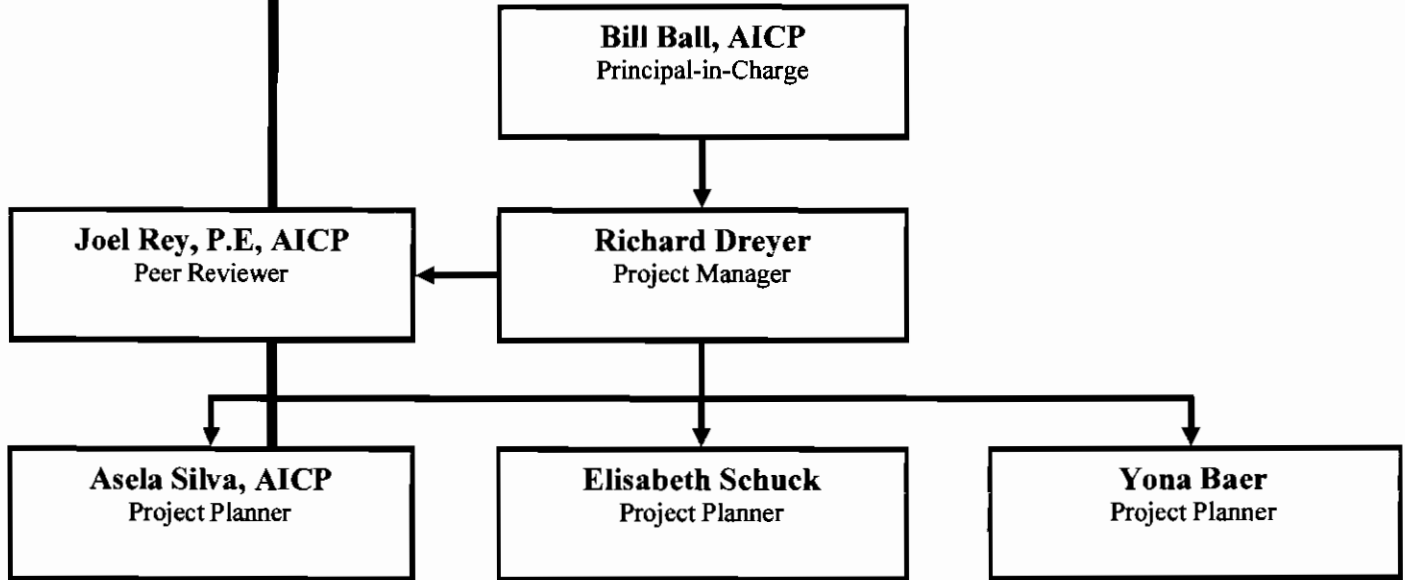
Bill Ball, AICP, will serve as the Principal-in-Charge. With more than 17 years of transportation planning experience, Bill offers the management and technical experience necessary to provide global guidance to the Travel Demand Study. He has been involved in transit development planning in Florida for the last 15 years and has recent experience in Lee County as project manager for the general planning consultant agreement TOA has with the Lee County MPO. Under this agreement, he has managed several planning projects involving transit, including the Vision Plan for the long range transportation planning process, the 2030 LRTE, and previous transit funding and governing projects.

Richard Dreyer will serve as the Project Manager. He served for more than 22 years with FDOT in District transit and planning offices. He now brings technical, planning, and management expertise to the team and the study process. He is knowledgeable of the needs and goals of Lee County and has been involved with LeeTran for many years as both a project manager and section administrator for transit and intermodal programs. His recent experience includes active involvement in the start-up of four small transit systems as well as many new transit service and operational improvements at mid-size and larger transit systems throughout Florida.





Figure 2
TOA Project Team Organization
LeeTran Travel Demand Study



Joel Rey, P.E., AICP, will serve as a QA/QC peer reviewer for this study. He has been involved in transportation planning and research for the last 15 years, with a particular emphasis on public transportation operations and planning. His expertise includes operations planning; performance evaluation; transit survey development, conduct, and analysis; and Census and National Transit Database analysis. He previously has managed or been involved in the preparation of 16 TDPs for 11 counties. Mr. Rey also continues to be involved in the process to transition LeeTran into a transit authority and to establish a long-term dedicated funding source for the system.

Asela Silva, AICP, will serve as a project planner for this study. He offers five years of experience with an emphasis on public transportation. Asela served as a project planner for the previous transit funding and governing studies conducted for the Lee County MPO and LeeTran. He also has been involved in several transit development plan efforts for the transit systems in Indian River County, Hernando County, Lake County, and Pasco County. He also played an integral role in the recent Lee County LRTE update. Asela offers particular expertise in the areas of baseline conditions and socio-economic analysis, and the use of TransCad for transit corridor modeling purposes.

Elisabeth Schuck will serve as a project planner for this study. She has three years of experience, much of which has involved public transportation planning, research, and public involvement. Elisabeth has worked on several





recent transit projects, including the development of TDPs for Pasco and Lake Counties, the completion of an operations plan for Pasco County, and the development of bus stop inventories for Hillsborough Area Regional Transit in Hillsborough County and Citrus Connection and Winter Haven Area Transit in Polk County. Elisabeth also has been responsible for numerous public involvement activities for a variety of projects.

Yona Baer will serve as a project planner for this study. Yona joins TOA in late July and comes to the firm after completing his MSCE degree in Transportation at the New Jersey Institute of Technology. He has three years of experience in marketing and as a transportation analyst. His Master's Program course work involved public transportation operations, transit technologies, and transit-oriented development, among other topic areas.

PROJECT SCHEDULE

The Consultant will complete the project within nine months from the notice to proceed, according to the timeframe outlined by LeeTran's desired project schedule.

PROJECT BUDGET

Once selected, a project budget will be prepared and submitted to LeeTran staff for review.

RECENT TRANSIT EXPERIENCE

TOA offers significant transit planning and operations experience throughout Florida and, more recently, in other parts of the United States. Selected transit projects are listed by category on the following two pages.





SELECTED RECENT TRANSIT EXPERIENCE

Transit Development Planning

- Hillsborough Area Regional Transit Vision 2016 TDP (2006)
- Lawrence (KS) TDP (2006)
- Lee County Transit (LeeTran) TDP (2006)
- Hernando County TDP (2000, 2004, 2006)
- Pasco County TDP (TDP) (1999, 2002, 2005)
- Indian River County TDP (1999, 2002, 2005)
- Lake County TDP (1999, 2005)
- Pinellas Suncoast Transit Authority (PSTA) TDP (2001, 2004)
- St. Lucie Urban Area TDP (2001)
- Pensacola/Escambia County TDP (1999)

Long Range Transit Planning

- Indian River 2020 Long Range Transit Element (1999, 2005)
- Broward County MPO Long Range Transit Element (2005)
- Lee County Transit Element (2000, 2005)
- Pasco County Long Range Transit Plan (1998, 2001, 2004)
- Hernando County Long Range Transit Plan (2001, 2004)
- Mobility Greensboro Public Transportation Master Plan, Phase 1 (2004) and Phase 2 (2005)
- Pensacola/Escambia 2020 Long Range Transit Plan (1998)
- Jacksonville Multi-Modal Transportation Master Plan (1998)

Transit Operations Planning

- Lake County Bus Circulator Study (2006)
- Lake County Transit Operations Plan (2006)
- HART Assessment of Route 200X (2005)
- Pasco County Public Transportation Operations Plan (2002, 2005)
- PSTA Assessment of Route 100X (2004)
- Hernando County Transit Operations Plan (1997, 2001, 2004)
- West Pasco County Route Realignment and Scheduling (2000)
- Collier County Public Transportation Operation Plan (2000)
- Key West Park-and-Ride Study (1996)

Paratransit Planning

- Hernando County Paratransit Organizational Assessment (2006)
- Martin County Transit Efficiency Study (2005)
- Lake County Transportation Disadvantaged Service Plan (1999, 2005)
- Hernando County Americans with Disabilities Act Paratransit Plan (2001)
- St. Lucie Transportation Disadvantaged Service Plan (2001)
- Pinellas County CTC Evaluation (2002)
- Pasco County Americans with Disabilities Act Paratransit Plan (2001)





Special Transit Studies

- Lee County Transit Bridge Bus Lane Design (2006)
- Charlotte (NC) Streetcar National Transit Data Sampling Plan (2005)
- Lee County Transit Authority Consensus Building (2005)
- HART Long-Term Facilities Implementation Plan (2005)
- HART Evaluation of Transit Emphasis Corridors (2005)
- HART Intelligent Transportation Systems Support (2005)
- Indian River County Transit Quality of Service Evaluation (2005)
- HART Transit Cost Allocation Modeling (2005)
- PSTA Evaluation of Fare Trends and Elasticities (2001, 2004)
- HART Bus Stop Survey (2003)
- Lee County Transit Funding Solutions (2002-2003)
- HART Public Transportation Potential on Kennedy Boulevard (2002)
- HART Streetcar National Transit Data Sampling Plan (2002)
- I-275/SR 688 Transit Corridor Study (2001)

Bus Rapid Transit

- PSTA Central Avenue Bus Rapid Transit Preliminary Engineering (2006)
- Lee County BRT Feasibility Assessment (2005)
- East Lake-McMullen Booth Corridor Bus Rapid Transit Study (2005)
- HART Bus Rapid Transit Framework Plan (2005)
- HART Assessment of Transit Emphasis Corridors (2005)
- Pinellas MPO Ulmerton Road Bus Preferential Treatment Study (2002)

Transit Infrastructure Planning

- FDOT District 7 Regional Transit Standards (2006)
- HART Architectural and Engineering Services for 21st Avenue (2006)
- Greensboro (NC) Transit Infrastructure Guidelines (2006)
- HART Long Term Facilities Implementation Plan (2005)
- Pasco County Public Transportation Transit Design Handbook (2005)
- Polk County Bus Stop Inventory (2004)
- Jacksonville Transportation Authority, Mobility Access Program (2003)
- HART Bus Stop Survey (2003)
- Collier County Park-n-Ride Feasibility Study (2000)
- Jacksonville Transportation and Land Use Design Handbook (2000)

Transit Corridor Planning

- East Lake-McMullen Booth Corridor Bus Rapid Transit Study (2005)
- HART Public Transportation Potential on Kennedy Boulevard (2002)
- I-275/SR688 Transit Corridor Study (2001)
- Pinellas/Pasco County U.S. 19 Transit Corridor Study (1998)



Table 1
PROJECT BUDGET
PREPARATION OF LEE COUNTY TRAVEL DEMAND STUDY FOR SOUTHERN LEE COUNTY
LEETRAN
Tindale-Oliver & Associates, Inc.

Task Descriptions		Project Director	Project Manager	Sr. Trans Eng/Planner	Engineer/Planner	Sr Plan Tech/GIS	Plan/Eng Tech	Admin/ Clerical	Total Hours	Total Cost
Task 1	KICK-OFF MEETING & COMPILE DATA	\$184.14	\$143.79	\$124.36	\$80.48	\$56.09	\$50.65	\$51.83	N/A	N/A
1.01	Prepare for and Conduct Kick-off Meeting (2 x 1 Trip)		2	8	8				210	\$17,932
1.02	Establish Baseline Conditions & Identify Impacts of Growth		2	4	48	16			20	\$2,030
1.03	Prepare for and Conduct Stakeholder Interviews (6)		1	12	24				72	\$5,649
1.04	Prepare for and Conduct Public Workshops (2 x 1 Trips)		1	14	18	12			39	\$3,671
1.05	Prepare Technical Memorandum # 1	2	4	6	24	12			49	\$4,214
									2	\$4,398
Task 2	ESTIMATE DEMAND & IDENTIFY POTENTIAL TRANSIT CORRIDORS								232	\$19,730
2.01	Estimate Demand for Transit Services		4	16	56	16			94	\$8,073
2.02	Identify Corridors that have Potential to Support Future Transit Services		4	12	48	16			82	\$6,932
2.03	Prepare Technical Memorandum # 2	2	4	6	24	16			56	\$4,726
Task 3	RIDERSHIP ESTIMATES & PRIORITIZATION OF POTENTIAL CORRIDORS								256	\$21,738
3.01	Prepare TBEST/Alternative Method for Southern Lee County	2	6	24	96	24			154	\$13,392
3.02	Evaluate & Prioritize Potential Corridors		4	12	60	24			102	\$8,346

Table 1
PROJECT BUDGET
PREPARATION OF LEE COUNTY TRAVEL DEMAND STUDY FOR SOUTHERN LEE COUNTY
LEETRAN
Tindale-Oliver & Associates, Inc.

Task 4	Task Descriptions	Project Director	Project Manager	Sr. Trans Eng/Planner	Engineer/Planner	Sr Plan Tech/GIS	Plan/Eng Tech	Admin/ Clerical	Total Hours	Total Cost
		\$184,14	\$143.79	\$124.36	\$80.48	\$56.09	\$50.65	\$51.83	N/A	N/A
	PREPARE TRAVEL DEMAND STUDY REPORTS & BOARD PRESENTATIONS								281	\$25,598
4.01	Prepare Draft Travel Demand Study Report	2	6	12	32	24		4	80	\$6,852
4.02	Prepare for and Make Presentation to the BOCC (2 x 1 Trip)		2	12	16	16		6	52	\$4,276
4.03	Prepare for and Make Presentations to MPO, TAC, & CAC (1 x 3 Trips)		1	30	10	4		4	49	\$5,111
4.04	Prepare for and make Presentation to the City Council of Bonita Springs (2x1 Trip)		1	12	12	2			27	\$2,714
4.05	Meet with LeeTran Staff to Review Draft Report (2 x 1 Trip)		1	8	8	2		2	21	\$1,998
4.06	Prepare Final Report and Forward	2	4	8	24	12		2	52	\$4,647
	Total Hours	10	47	196	508	196	0	42	979	\$84,998
	Percent Distribution of Hours	1.0%	4.8%	20.0%	51.9%	20.0%	0.0%	4.3%	100.0%	N/A
	TOTAL PROJECT BUDGET									\$84,998

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this ___ day of ___ 2006, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and TINDALE-OLIVER & ASSOCIATES, INC. hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional services of said PROVIDER as further described herein referred to as Preparation of the Lee County Travel Demand Study (for southern Lee County), and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated July 24, 2006, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES
(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

- (2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS. The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated July 24, 2006, which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.

(1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges.

Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt

of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

The PROVIDER warrants that the PROVIDER has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that the PROVIDER has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the PROVIDER any commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated July 24, 2006, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

- (1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater

- (3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverages described herein and as are required by law to be provided on behalf of their employees and others.
- (4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

- (1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverages.
- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.
- (3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.
- (4) Each Certificate of Insurance shall include the following:
 - (A) The name and type of policy and coverages provided;
 - (B) The amount or limit applicable to each coverage provided;
 - (C) The date of expiration of coverage.
 - (D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for workers' Compensation Insurance); and
 - (E) Cancellation - Should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named.
- (5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the COUNTY with such renewal certificate(s) shall be justification for the COUNTY to terminate this Agreement.

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverages:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy shall include the following:

- (A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$100,000 for each accident, whichever limit is greater.
- (B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall include the following:

- (A) Minimum limits of \$100,000 per occurrence and \$300,000 aggregate for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
- (B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$100,000 per person and \$300,000 per accident for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
- (B) Coverage shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

(4) PROFESSIONAL LIABILITY

Coverage shall include the following:

- (A) A minimum aggregate limit of \$
- (B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self-insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of (4) coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the PROVIDER responsible and liable for any such difference in the

amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the COUNTY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners
PO Box 398
Ft Myers FL 33902-0398
Attention: Contracts Management

17.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

TINDALE-OLIVER & ASSOCIATES, INC.
1000 N. ASHLEY DRIVE, SUITE 100
TAMPA, FL 33602

Phone/Fax: 813-224-8862/813-226-2106
Attention: JOEL R. REY, SR. PROJ. MGR.

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: _____

BY: _____
Chairwomen

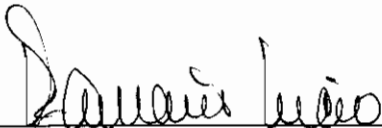
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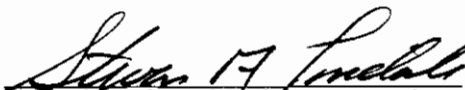
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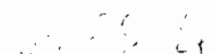
BY: _____
County Attorney's Office

ATTEST:

TINDALE-OLIVER & ASSOCIATES, INC.


(witness)

BY: 
(Authorized Signature)


(witness)

President
(Title)

DATE: July 24, 2006

CORPORATE SEAL:

Date: 07/24/2006

SCOPE OF SERVICES

for

Preparation of the Lee County Travel Demand Study (for Southern Lee County)

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

07/24/2006

COMPENSATION AND METHOD OF PAYMENTFor Preparation of Lee County Travel Demand Study (for Southern Lee County)Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Kickoff Meeting & Compile Data			
1.01	Prepare for and Conduct Kick-off Meeting.	\$2,030		
1.02	Establish Baseline Conditions & Identify Impacts of Growth.	\$5,649		
1.03	Prepare for and Conduct Stakeholder Interviews.	\$3,671		
1.04	Prepare for and Conduct Public Workshops.	\$4,214		
1.05	Prepare Technical Memorandum # 1.	\$4,398		
2	Estimate Demand & Identify Potential Transit Corridors			
2.01	Estimate Demand for Transit Services.	\$8,073		
2.02	Identify Corridors that have Potential to Support Future Transit Services.	\$6,932		
2.03	Prepare Technical Memorandum # 2.	\$4,726		
3	Ridership Estimates & Prioritization of Potential Corridors			
3.01	Prepare TBEST/Alternative Method for Southern Lee County.	\$13,392	All tasks & related sub-tasks are L.S.	
3.02	Evaluate & Prioritize Potential Corridors.	\$8,346		
4	Prepare Travel Demand Study Reports & Board Presentations			
4.01	Prepare Draft Travel Demand Study Report.	\$6,852		
4.02	Prepare for and Make Presentation to the BOCC.	\$4,276		
4.03	Prepare for and Make Presentations to MPO, TAC, & CAC.	\$5,111		
4.04	Prepare for and make Presentation to the City Council of Bonita Springs.	\$2,714		
4.05	Meet with LeeTran Staff to Review Draft Report.	\$1,998		
4.06	Prepare Final Report and Forward.	\$4,647		
TOTAL		\$84,998	L.S.	

(Unless list is continued on next page)

CMO:033
09/25/01

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 11/28/05, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated N/A , entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 07/24/2006

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For Preparation of Lee County Travel Demand Study (for Southern Lee County)

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME Tindale-Oliver & Associates, Inc.
 (A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Director	\$61.38	3.0	\$184.14
Project Manager	\$47.93	3.0	\$143.79
Sr. Transportation Engineer/Planner	\$41.45	3.0	\$124.36
Engineer/Planner	\$26.83	3.0	\$80.48
Sr. Planning Technician/GIS	\$18.70	3.0	\$56.09
Planning/Engineering Technician	\$16.88	3.0	\$50.65
Administrative/Clerical	\$17.28	3.0	\$51.83

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

EXHIBIT D

Date: 07/24/2006

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for Preparation of Lee County Travel Demand Study (for Southern Lee County)

(Enter Project Name From Page 1 of This Agreement)

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	none					

EXHIBIT E

Date: 07/24/2006

PROJECT GUIDELINES AND CRITERIA

For preparation of Lee County Travel Demand Study (for Southern Lee County)

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1

Please reference attached proposal as exhibit E

TRUTH IN NEGOTIATION CERTIFICATE

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Lee County Board of County Commissioners for the project known as: Preparation of Lee County Travel Demand Study (for Southern Lee County)

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 3.11.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the County and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

TINDALE-OLIVER & ASSOCIATES, INC.

Steven A Tindale

BY: STEVEN A. TINDALE

TITLE: PRESIDENT

The foregoing instrument was signed and acknowledged before me this 24th day of July, 2006, by Steven A. Tindale who has ~~produced~~ is personally known to me as ~~identification~~.

(Print or Type Name)

(Type of Identification and Number)

Damaris Lucio

Notary Public Signature

Damaris Lucio
Printed Name of Notary Public

DD0164795 / 11/13/2006
Notary Commission Number/Expiration

CMO:
00/00/00

Date: 07/24/2006

AMENDMENT TO ARTICLES

for Preparation of Lee County Travel Demand Study (for Southern Lee County)

(Enter Project Name from Page 1 of the Agreement)

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. weeks).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No. 3.5 LIABILITY is hereby amended as follows:

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.
The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or any negligent acts negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

Client#: 3136

TINDALE

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 04/14/06
PRODUCER Suncoast Insurance Associates P.O. Box 22668 Tampa, FL 33622-2668 813 289-5290	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED Tindale-Oliver & Associates, Inc. 1000 N Ashley Dr, Suite 100 Tampa, FL 33602	INSURER A: United States Fidelity & Guaranty INSURER B: XL Specialty Insurance Company INSURER C: St Paul Fire & Marine Ins Co INSURER D: INSURER E:	

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BK01319670	02/24/06	02/24/07	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	BK01319670	02/24/06	02/24/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BK01319670	02/24/06	02/24/07	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WVA7724251	08/01/05	08/01/08	<input checked="" type="checkbox"/> UNL STATED HOURLY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	OTHER Professional Liability	DPR3418599	04/20/06	04/20/07	\$1,000,000 Each Claim \$1,000,000 Ann Aggr

DESCRIPTION OF OPERATIONS, LOCATIONS/VEHICLE/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Professional Liability is written on a claims made and reported basis.
 Lee County Board of County Commissioners as additional insured.

CERTIFICATE HOLDER FOR PROPOSAL PURPOSES Lee County Board of County Commissioners	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this ___ day of _____, 2006, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and TINDALE-OLIVER & ASSOCIATES, INC. hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the professional services of said PROVIDER as further described herein referred to as Preparation of the Lee County Travel Demand Study (for southern Lee County), and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated July 24, 2006, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES
(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS. The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated July 24, 2006, which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.

(1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges.

Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt

of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

The PROVIDER warrants that the PROVIDER has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that the PROVIDER has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the PROVIDER any commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated July 24, 2006, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

- (1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under workers' compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater

- (3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverages described herein and as are required by law to be provided on behalf of their employees and others.
- (4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

- (1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverages.
- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.
- (3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.
- (4) Each Certificate of Insurance shall include the following:
 - (A) The name and type of policy and coverages provided;
 - (B) The amount or limit applicable to each coverage provided;
 - (C) The date of expiration of coverage.
 - (D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and
 - (E) Cancellation - Should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named.
- (5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the COUNTY with such renewal certificate(s) shall be justification for the COUNTY to terminate this Agreement.

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverages:

- (1) WORKERS' COMPENSATION
Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy shall include the following:
 - (A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$100,000 for each accident, whichever limit is greater.
 - (B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation and/or restriction.

- (2) COMMERCIAL GENERAL LIABILITY
Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall include the following:
 - (A) Minimum limits of \$100,000 per occurrence and \$300,000 aggregate for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
 - (B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

- (3) BUSINESS AUTOMOBILE LIABILITY
Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:
 - (A) Minimum limits of \$100,000 per person and \$300,000 per accident for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
 - (B) Coverage shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

- (4) PROFESSIONAL LIABILITY
Coverage shall include the following:
 - (A) A minimum aggregate limit of \$
 - (B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self-insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of (4) coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the PROVIDER responsible and liable for any such difference in the

amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the COUNTY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners
PO Box 398
Ft Myers FL 33902-0398
Attention: Contracts Management

17.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

TINDALE-OLIVER & ASSOCIATES, INC.
1000 N. ASHLEY DRIVE, SUITE 100
TAMPA, FL 33602

Phone/Fax: 813-224-8862/813-226-2106
Attention: JOEL R. REY, SR. PROJ. MGR.

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

executed Supplemental Task Authorization(s) or CHANGE ORDER(S).
In the event of any conflicts between the requirements,
provisions, and/or terms of this Agreement and any written
Supplemental Task Authorization(s) or CHANGE ORDER(S) shall
take precedence.

ARTICLE 20.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the
signature of the duly authorized representative of the parties
in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement
effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: _____

BY: _____

Chairwomen

DATE:

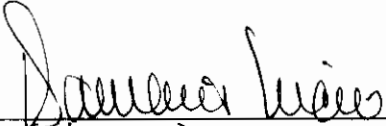
APPROVED AS TO FORM

BY: _____

County Attorney's Office

ATTEST:

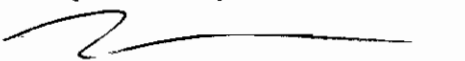
TINDALE-OLIVER & ASSOCIATES, INC.



(Witness)

BY: 

(Authorized Signature)



(Witness)

President

(Title)

DATE: July 24, 2006

CORPORATE SEAL:

SCOPE OF SERVICES

for

Preparation of the Lee County Travel Demand Study (for Southern Lee County)

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

07/24/2006

COMPENSATION AND METHOD OF PAYMENTFor Preparation of Lee County Travel Demand Study (for Southern Lee County)Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Kickoff Meeting & Compile Data			
1.01	Prepare for and Conduct Kick-off Meeting.	\$2,030		
1.02	Establish Baseline Conditions & Identify Impacts of Growth.	\$5,649		
1.03	Prepare for and Conduct Stakeholder Interviews.	\$3,671		
1.04	Prepare for and Conduct Public Workshops.	\$4,214		
1.05	Prepare Technical Memorandum # 1.	\$4,398		
2	Estimate Demand & Identify Potential Transit Corridors			
2.01	Estimate Demand for Transit Services.	\$8,073		
2.02	Identify Corridors that have Potential to Support Future Transit Services.	\$6,932		
2.03	Prepare Technical Memorandum # 2.	\$4,726		
3	Ridership Estimates & Prioritization of Potential Corridors			
3.01	Prepare TBEST/Alternative Method for Southern Lee County.	\$13,392	All tasks & related sub-tasks are L.S.	
3.02	Evaluate & Prioritize Potential Corridors.	\$8,346		
4	Prepare Travel Demand Study Reports & Board Presentations			
4.01	Prepare Draft Travel Demand Study Report.	\$6,852		
4.02	Prepare for and Make Presentation to the BOCC.	\$4,276		
4.03	Prepare for and Make Presentations to MPO, TAC, & CAC.	\$5,111		
4.04	Prepare for and make Presentation to the City Council of Bonita Springs.	\$2,714		
4.05	Meet with LeeTran Staff to Review Draft Report.	\$1,998		
4.06	Prepare Final Report and Forward.	\$4,647		
TOTAL		\$84,998	L.S.	

(Unless list is continued on next page)

CMO:033
09/25/01

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 11/28/05, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated _____ N/A _____, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 07/24/2006

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

For Preparation of Lee County Travel Demand Study (for Southern Lee County)

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME Tindale-Oliver & Associates, Inc.
 (A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Project Director	\$61.38	3.0	\$184.14
Project Manager	\$47.93	3.0	\$143.79
Sr. Transportation Engineer/Planner	\$41.45	3.0	\$124.36
Engineer/Planner	\$26.83	3.0	\$80.48
Sr. Planning Technician/GIS	\$18.70	3.0	\$56.09
Planning/Engineering Technician	\$16.88	3.0	\$50.65
Administrative/Clerical	\$17.28	3.0	\$51.83

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

EXHIBIT D

Date: 07/24/2006

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for Preparation of Lee County Travel Demand Study (for Southern Lee County)

(Enter Project Name From Page 1 of This Agreement)

CONSULTANT has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	none					

EXHIBIT E

Date: 07/24/2006

PROJECT GUIDELINES AND CRITERIA

For preparation of Lee County Travel Demand Study (for Southern Lee County)

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1

Please reference attached proposal as exhibit E

TRUTH IN NEGOTIATION CERTIFICATE

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Lee County Board of County Commissioners for the project known as: Preparation of Lee County Travel Demand Study (for Southern Lee County)

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 3.11.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the County and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

TINDALE-OLIVER & ASSOCIATES, INC.

Steven A Tindale

BY: STEVEN A. TINDALE

TITLE: PRESIDENT

The foregoing instrument was signed and acknowledged before me this 24th day of July, 2006, by Steven A. Tindale who has ~~produced~~ is personally known to me as ~~identification~~.

(Print or Type Name)

(Type of Identification and Number)

Damaris Lucio
Notary Public Signature

Damaris Lucio
Printed Name of Notary Public

DD0164795 / 11/13/2006
Notary Commission Number/Expiration

CMO:
00/00/00

Date: 07/24/2006

AMENDMENT TO ARTICLES

for Preparation of Lee County Travel Demand Study (for Southern Lee County)

(Enter Project Name from Page 1 of the Agreement)

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No. 3.5 LIABILITY is hereby amended as follows:

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.
The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or any negligent acts negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

Client#: 3136

TINDALE

ACORD. CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 04/14/06
PRODUCER Sumcoast Insurance Associates P.O. Box 22868 Tampa, FL 33622-2868 813 289-5200	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED Tindale-Oliver & Associates, Inc. 1000 N Ashley Dr, Suite 100 Tampa, FL 33602	INSURER A: United States Fidelity & Guaranty	
	INSURER B: XL Specialty Insurance Company	
	INSURER C: St Paul Fire & Marine Ins Co	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ITEM LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BK01319670	02/24/06	02/24/07	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADY INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY	BK01319670	02/24/06	02/24/07	COMBINED SINGLE LIMIT (Per accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ ACC \$
A	EXCESS LIABILITY	BK01319670	02/24/06	02/24/07	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WVA7724251	09/01/05	09/01/06	<input checked="" type="checkbox"/> TWO STATU-TORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
B	OTHER Professional Liability	DPR0418509	04/20/06	04/20/07	\$1,000,000 Each Claim \$1,000,000 Ann Aggr

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS, ADDONS BY ENDORSEMENT/SPECIAL PROVISIONS

Professional Liability is written on a claims made and reported basis.
 Lee County Board of County Commissioners as additional insured.

CERTIFICATE HOLDER FOR PROPOSAL PURPOSES Lee County Board of County Commissioners	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER MARKED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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

Blue Sheet No. 20061088

1. ACTION REQUESTED/PURPOSE: Authorize Chairwoman to execute Modification to agreement with the Department of Community Affairs Contract #06-DS-3W-09-46-01-240 to extend the agreement to October 31, 2006.

2. WHAT ACTION ACCOMPLISHES: Provides additional time to complete the scope of work.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval.

4. Departmental Category: **C7A** **5. Meeting Date: August 29, 2006**

6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)		8. Request Initiated: Commissioner _____ Department _____ Independent Division _____ Public Safety By: John G. Wilson, Director <i>[Signature]</i>
	<input type="checkbox"/> Statute	_____	
	<input type="checkbox"/> Ordinance	_____	
	<input type="checkbox"/> Admin. Code	_____	
	<input checked="" type="checkbox"/> Other	_____	

9. Background: October 11, 2005, the Lee County Board of County Commissioners approved an agreement with the Florida Department of Community Affairs to provide funding to develop and implement homeland security support programs and adopting DHS national initiatives; develop and enhance plans and protocols; develop or conduct vulnerable assessments. These enhancements will be performed in accordance with requirements set forth in the Homeland Security Strategy Grant Program.

Additional time is required to complete tasks.

Attachment: Four (4) copies of Modification #1 to Grant Agreement.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>[Signature]</i>	<i>Cindy Logan</i>			<i>Andrea Fisher</i>	Analyst	Risk	Grants	Mgr.	<i>[Signature]</i>
					<i>8/17/06</i>	<i>8/17/06</i>	<i>8/17/06</i>	<i>8/17/06</i>	

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>8/17/06 2:35</i>
COUNTY ADMIN FORWARDED TO: <i>8/17/06</i> <i>4:00 PM</i>

CO. ATTY. FORWARDED TO:

Contract Number: **06-DS-3W-02-49-01-240**

CFDA Number: **97.067**

MODIFICATION #1 TO GRANT AGREEMENT

This Modification is made and entered into by and between the State of Florida, Department of Community Affairs, ("the Department"), and **Lee County** ("Recipient") to modify DCA Contract Number **06-DS-3W-02-49-01-240**, dated November 10, 2005 ("the Agreement").

WHEREAS, the Department and the Recipient have entered into the Agreement, pursuant to which the Department has provided a sub grant of \$68,861 to Recipient; and

WHEREAS, the Agreement expires on August 30, 2006; and

WHEREAS, the Department and the Recipient desire to modify the Agreement by extending it.

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

1. Paragraph (3) of the Agreement is hereby deleted in its entirety, and the following paragraph substituted in its place and stead for all intents and purposes:

This Agreement shall begin upon execution by both parties or July 1, 2005, whichever is later and shall end October 31, 2006, unless terminated earlier in accordance with the provisions of paragraph (12) of this Agreement. "Final requests for reimbursement should be submitted no later than thirty (30) days after the termination date of the contract. Any requests received after November 30, 2006 may, in the discretion of the Department, not be reimbursed from this Agreement."

2. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set out herein.

RECIPIENT: Lee County

BY: _____

NAME & TITLE: _____

DATE: _____

STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____

NAME & TITLE: W. Craig Fugate, Director of the Division of Emergency Management

DATE: _____

Contract Number: **06-DS-3W-02-49-01-240**

CFDA Number: **97.067**

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IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set out herein.

RECIPIENT: Lee County

BY: _____

NAME & TITLE: _____

DATE: _____

STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____

NAME & TITLE: W. Craig Fugate, Director of the Division of Emergency Management

DATE: _____

Contract Number: **06-DS-3W-02-49-01-240**

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WHEREAS, the Department and the Recipient desire to modify the Agreement by extending it.

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

1. Paragraph (3) of the Agreement is hereby deleted in its entirety, and the following paragraph substituted in its place and stead for all intents and purposes:

This Agreement shall begin upon execution by both parties or July 1, 2005, whichever is later and shall end October 31, 2006, unless terminated earlier in accordance with the provisions of paragraph (12) of this Agreement. "Final requests for reimbursement should be submitted no later than thirty (30) days after the termination date of the contract. Any requests received after November 30, 2006 may, in the discretion of the Department, not be reimbursed from this Agreement."

2. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set out herein.

RECIPIENT: Lee County

BY: _____

NAME & TITLE: _____

DATE: _____

STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____

NAME & TITLE: W. Craig Fugate, Director of the Division of Emergency Management

DATE: _____

Contract Number: **06-DS-3W-02-49-01-240**

CFDA Number: **97.067**

MODIFICATION #1 TO GRANT AGREEMENT

This Modification is made and entered into by and between the State of Florida, Department of Community Affairs, ("the Department"), and **Lee County** ("Recipient") to modify DCA Contract Number **06-DS-3W-02-49-01-240**, dated November 10, 2005 ("the Agreement").

WHEREAS, the Department and the Recipient have entered into the Agreement, pursuant to which the Department has provided a sub grant of \$68,861 to Recipient; and

WHEREAS, the Agreement expires on August 30, 2006; and

WHEREAS, the Department and the Recipient desire to modify the Agreement by extending it.

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

1. Paragraph (3) of the Agreement is hereby deleted in its entirety, and the following paragraph substituted in its place and stead for all intents and purposes:

This Agreement shall begin upon execution by both parties or July 1, 2005, whichever is later and shall end October 31, 2006, unless terminated earlier in accordance with the provisions of paragraph (12) of this Agreement. "Final requests for reimbursement should be submitted no later than thirty (30) days after the termination date of the contract. Any requests received after November 30, 2006 may, in the discretion of the Department, not be reimbursed from this Agreement."

2. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set out herein.

RECIPIENT: Lee County

BY: _____

NAME & TITLE: _____

DATE: _____

STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____

NAME & TITLE: W. Craig Fugate, Director of the Division of Emergency Management

DATE: _____

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

Blue Sheet No. 20061013

1. ACTION REQUESTED/PURPOSE: Award B-06-22 U.S. 41 LANDSCAPE AND IRRIGATION PROJECT FROM COLLEGE PARKWAY TO JAMAICA BAY to the lowest responsive/responsible bidder, Vila & Son Landscaping Corp., in the total not-to-exceed amount of \$1,394,626.05, with a total completion time of 515 calendar days (includes a one-year maintenance period). Approve a transfer from the US 41 Charlotte County Line to Runway Street Landscape Project (405043) in the amount of \$500,000 and amend the FY 05/06-09/10 CIP accordingly. Also, authorize Chairwoman to execute agreement upon receipt.

2. WHAT ACTION ACCOMPLISHES: Provides Lee County with a contractor for the installation of plant material, pump stations, underground irrigation system, maintenance of traffic, soil, sod, electrical, directional boring and landscape and irrigation maintenance.

3. MANAGEMENT RECOMMENDATION: Approval recommended.

4. Departmental Category: 09 C9A		5. Meeting Date: 08-29-2006
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	Statute _____	
	Ordinance _____	
	<input checked="" type="checkbox"/> Admin. Code AC-4-4	
	Other _____	
		8. Request Initiated: Commissioner _____ Department Transportation Division _____ By: Scott Gilbertson, Director

9. Background:
 The Department of Transportation submitted a request to Contracts Management to obtain bids for the U.S. 41 Landscape and Irrigation Project From College Parkway to Jamaica Bay. The anticipated cost required the use of the formal, sealed bid procedure.

On the bidding deadline of July 20, 2006, Contracts Management received four (4) bids. On the date of the bid opening, Contracts Management received a request from Tropics North Landscaping, the apparent low bidder, requesting that their bid be withdrawn, as the quotes they received from their subcontractors was incomplete.

The remaining three (3) bids were reviewed by the Department of Transportation and the projects' Consultant, Johnson Engineering and it is recommended that award be made to the next lowest/responsible bidder, Vila & Son Landscaping Corp. in the not-to-exceed amount of \$1,394,626.05.

Funds are available in the following account: 40504700100.503490

- Attachments:
- 1) Bid Tabulation
 - 2) Request to Withdraw Bid From Tropics North
 - 3) Department and Consultant Recommendation To Award
 - 4) Budget Transfer

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>	<i>[Signature]</i>	N/A	\$AD 8/7	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
				8/11/06	8/14/06	5/8/06	8/14/06	8/17/06	8-7-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: 8/14/06 Ham MP.
COUNTY ADMIN FORWARDED TO: 8/15/06 P.R. 12:00

by Coatty
Date: 8/10/06
Time: 11:45 AM
Forwarded To:
8/14/06

**LEE COUNTY BID TABULATION SHEET
FOR
U.S. 41 LANDSCAPE AND IRRIGATION
PROJECT FROM COLLEGE PARKWAY
TO JAMAICA BAY**

BID NO.: B-06-22

DATE: July 20, 2006

CONTRACTOR	BID BOND	TOTAL NOT-TO- EXCEED AMOUNT
Commercial Landscape & Irrigation, Inc. Mr. Colin Johnson 24745 Lester Way Eustis, FL 32736 PHONE 352-483-5005 FAX 352-483-5006	10%	\$1,657,822.19**
Tropics North Ms. Evelyn Campa 4155 E. Mowry Drive Homestead, FL 33033 PHONE 305-258-8011 x110 FAX 305-258-0809	\$65,150.00	\$1,099,335.45*
Greenwerx Groundskeeping Mr. Kyle Gordon P.O. Box 3281 N. Ft. Myers, FL 33918 PHONE 239-482-8277 FAX 239-482-8227	\$65,150.00	\$1,544,891.62**
Vila & Son Landscaping Corp. Mr. Philip Thibeaux 20451 SW 216 St. Miami, FL 33170 PHONE 239-2678-9034 FAX 239-434-5793	\$65,150.00	\$1,394,626.05**

*BID WITHDRAWN AS REQUESTED BY CONTRACTOR

**CORRECTED BID AMOUNT



MEMORANDUM

To: Lisa Crone @ Lee county
From: Evelyn Campa
Date: 7/20/06
RE: B-06-22 U.S. 41 Landscape and Irrigation Project

THE GRASS IS ALWAYS GREENER ON OUR SIDE

Lisa,

At this time we request you withdraw our bid. The pricing that we received from one of our subcontractors was a "material only" quote. We overlooked that qualification and included that price in our estimate. When we realized this error, we asked to withdraw our quote as incomplete. We look forward to working with you in the future.

Thank You & Best Regards,

Evelyn Campa

Evelyn Campa
Estimator - Tropics North Inc.
EvelynC@tropicsnorth.net

✓ Check us out on the web at <http://www.tropicsnorthinc.com>

Corporate Office: 4155 East Mowry Drive, Homestead, FL 33033 - PH: (305) 258-8011 FX: (305) 258-0809
West Palm Beach: PH: (561) 848-1575 FX: (561) 848-8104
Naples: PH (239) 293-4449

Crone, Lisa H.

From: Moore, Patrick A.
Sent: Thursday, July 27, 2006 3:54 PM
To: Lisa H. Crone
Cc: Clay Simmons; Donald V. Chamblee; Racquel M. Benedict ; Richard M. Calkins; Jonathan Romine
Subject: FW: Consultant's Award Recommendation for US41 - B-06-22 U.S. 41 LANDSCAPE & IRRIGATION

Hi Lisa,

Following is the consultant's recommendation of construction contract award, after their review of the bid documents and references. We also believe that the contractor has the resources to accomplish this project successfully.

Please forward this information to the BoCC for their consideration. FYI, according to my records, the project number is 5047.

Best regards,

PATRICK A. MOORE, RLA, ASLA, CLARB, ISA
STAFF ENGINEER/LANDSCAPE ARCHITECT, CERTIFIED ARBORIST
LEE COUNTY DEPARTMENT OF TRANSPORTATION
5560 ZIP DRIVE
FT. MYERS, FLORIDA 33905
MOOREPA@LEEGOV.COM
PHONE: (239) 694-3334
FAX: (239) 694-3332

From: Jonathan Romine [<mailto:JLR@johnsoneng.com>]
Sent: Thursday, July 27, 2006 3:33 PM
To: Moore, Patrick A.
Cc: Simmons, Clay; Chamblee, Donald V.; Benedict, Racquel M.; James McCord; Calkins, Richard M.
Subject: Award Recommendation for US41 - B-06-22 U.S. 41 LANDSCAPE & IRRIGATION

Pat,

We have reviewed the bids and contacted the necessary references and have concluded our recommendation for the US41 project is Vila & Son. They are the low bidder since Tropics North withdrew their bid.

We feel confident Vila & Son can complete the work as bid and complete the project based on the schedule spelled out in the contract documents.

If you have any questions please let me know.
Thanks,

Jonathan L. Romine, ASLA
Senior Landscape Designer

Johnson Engineering, Inc.
2158 Johnson Street
Fort Myers, Florida 33901
Phone 239.461.2476
Fax 239.334.3661
jromine@johnsoneng.com

8/7/2006

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

Blue Sheet No. 20061017

1. ACTION REQUESTED/PURPOSE: Approve execution of the attached documents under CN-05-09 TOLL VIOLATION ENFORCEMENT SYSTEM – Memorandum of Understanding Drivers License or Motor Vehicle Record Data Exchange; Department of Highway Safety and Motor Vehicles – Request for Personal Information In A Motor Vehicle Record; and Law Enforcement Systems, Inc., Subscriber Agreement. Also, authorize Chairwoman to execute Agreements on behalf of the Board.

2. WHAT ACTION ACCOMPLISHES: Provides Lee County the ability to move forward with implementation of the Violation Enforcement System.

3. MANAGEMENT RECOMMENDATION: Approval recommended.

4. Departmental Category: 09

C9B

5. Meeting Date: 08-29-2006

6. Agenda:
 Consent
 Administrative
 Appeals
 Public
 Walk-On

7. Requirement/Purpose: (specify)
 Statute
 Ordinance
 Admin. Code AC-4-4
 Other

8. Request Initiated:
 Commissioner _____
 Department Transportation
 Division _____
 By: Scott Gilbertson, Director

9. Background:

On January 31, 2006, the Board approved award of the Service Provider Agreement under CN-05-09 TOLL VIOLATION ENFORCEMENT SYSTEM, to VESystems Corporation. The design and documentation phase is nearing completion. Installation at Midpoint Memorial Toll Plaza is ongoing. On June 13, 2006, the Board approved execution of the Mutual Nondisclosure Agreement, Maintenance and Professional Services Agreement, Software and License Agreement and Software Escrow Agreement. Acceptance testing is scheduled to begin in September 2006.

The attached documents have been developed based on the design of the Lee County Toll Violation Enforcement System for the purpose of setting forth conditions, responsibilities and obligations of each party in connection with the administration of the Violation Enforcement Program.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i>	<i>RK 8/14</i>	<i>ST 8/14/06</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>8/14/06</i> <i>11am</i> <i>MP</i>
COUNTY ADMIN FORWARDED TO:

REC'D BY: <i>DALEY</i>
Date: <i>8/14/06</i>
Time: <i>11:45 AM</i>
Forwarded To: <i>5.45 TPI</i> <i>8/14/06</i>

Department of Highway Safety & Motor Vehicles

Data Listing Unit; MS 74 • 2900 Apalachee Parkway • Tallahassee, FL 32399-0500

Request For Personal Information In A Motor Vehicle Record

The Florida Public Records Law (ss. 119.0712(2), Florida Statutes 2005) exempts personal information contained in motor vehicle or driver license records from disclosure when requested by the subject of the record. As defined in the Florida Public Records Law, personal information in a motor vehicle record includes social security number, driver identification (license) number, name, address and medical or disability information. Personal information does not include information related to vehicular crashes, driving violations, and driver's status. Personal information from these records may be released to individuals or organizations that qualify under **one** of the **fifteen exceptions** listed on the following page and in the Florida Public Records Law (ss. 119.0712(2), Florida Statutes 2005).

A request for information may be made in the form of a letter (on company or agency letterhead if appropriate) stating the nature of the request, the exception under which the request is made, the use to which the information will be put, and a statement that the information will not be released to others except as provided in (ss. 119.0712(2), Florida Statutes 2005), and by completing the information below.

I hereby request personal information contained in the motor vehicle records via a bulk request.

I am qualified to obtain this information under **the exception number (listed on the next page):**

2

I understand that I may not re-disclose this information except as provided in (ss. 119.0712(2), Florida Statutes 2005).

The information will be used as follows (attach additional page, if necessary):

To identify the first registered owner of a motor vehicle that passes through a Lee County Toll Facility without paying a toll; or the second registered owner (if available) when the first registered is a business.

Lee County Board of County Commissioners

Toll Facilities/LeeWay Division

(Company or Agency Name)

(Printed Name of Authorized Agent)

Obtaining personal information under false pretenses is a state and federal crime.

Under penalty of perjury, I swear that the information given above is true.

(Signature of Authorized Agent)

(Date)

When you have completed this form, return the original signed form to the address listed on the top of this form. D.H.S.M.V. can not use an electronic version of this form, we must have an original signature.

DRIVER PRIVACY PROTECTION ACT EXCEPTIONS

1. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring, of motor vehicles and dealers by motor vehicle manufacturers; and removal of nonowner records from the original owner records of motor vehicle manufacturers, to carry out the purposes of the Automobile Information Disclosure Act, the Motor Vehicle Information and Cost Saving Act, the National Traffic and Motor Vehicle Safety Act of 1966, the Anti-Car Theft Act of 1992, and the Clean Air Act.
2. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out its functions.
3. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts, and dealers; motor vehicle market research activities, including survey research and removal of nonowner records from the original owner records of motor vehicle manufacturers.
4. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - a) To verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b) If such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing, fraud by, pursuing, legal remedies against, or recovering on a debt or security interest against, the individual.
5. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any court or agency or before any self-regulating body for:
 - a) Service of process by any certified process server, special process server, or other person authorized to serve process in this state.
 - b) Investigation in anticipation of litigation by an attorney licensed to practice law in this state or the agent or the attorney; however, the information may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.
 - c) Investigation by any person in connection with any filed proceeding; however, the information may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.
 - d) Execution or enforcement of judgments and orders.
 - e) Compliance with an order of any court.
6. For use in research activities and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
7. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, anti-fraud activities, rating, or underwriting.
8. For use in providing notice to the owners of towed or impounded vehicles.
9. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this paragraph. Personal information obtained based on an exempt driver's record may not be provided to a client who cannot demonstrate a need based on a police report, court order, or a business or personal relationship with the subject of the investigation.
10. For use by, an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. ss. 31301 et seq.
11. For use in connection with the operation of private toll transportation facilities.
12. For bulk distribution for surveys, marketing, or solicitations when the department has obtained the express consent of the person to whom such personal information pertains.
13. For any use if the requesting person demonstrates that he or she has obtained the written consent of the person who is the subject of the motor vehicle record. For any other use specifically authorized by state law, if such use is related to the operation of a motor vehicle or public safety.
14. For any other use specifically authorized by state law, if such use is related to the operation of a motor vehicle or public safety.
15. For any other use if the person to whom the information pertains has given express consent on a form prescribed by the department. Such consent shall remain in effect until it is revoked by the person on a form prescribed by the department.

Department of Highway Safety & Motor Vehicles

Data Listing Unit; MS 74 • 2900 Apalachee Parkway • Tallahassee, FL 32399-0500

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A request for information may be made in the form of a letter (on company or agency letterhead if appropriate) stating the nature of the request, the exception under which the request is made, the use to which the information will be put, and a statement that the information will not be released to others except as provided in (ss. 119.0712(2), Florida Statutes 2005), and by completing the information below.

I hereby request personal information contained in the motor vehicle records via a bulk request.

I am qualified to obtain this information under **the exception number (listed on the next page):**

2

I understand that I may not re-disclose this information except as provided in (ss. 119.0712(2), Florida Statutes 2005).

The information will be used as follows (attach additional page, if necessary):

To identify the first registered owner of a motor vehicle that passes through a Lee County Toll Facility without paying a toll; or the second registered owner (if available) when the first registered is a business.

Lee County Board of County Commissioners

Toll Facilities/LeeWay Division

(Company or Agency Name)

(Printed Name of Authorized Agent)

Obtaining personal information under false pretenses is a state and federal crime.

Under penalty of perjury, I swear that the information given above is true.

(Signature of Authorized Agent)

(Date)

When you have completed this form, return the original signed form to the address listed on the top of this form. D.H.S.M.V. can not use an electronic version of this form, we must have an original signature.

DRIVER PRIVACY PROTECTION ACT EXCEPTIONS

1. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring, of motor vehicles and dealers by motor vehicle manufacturers; and removal of nonowner records from the original owner records of motor vehicle manufacturers, to carry out the purposes of the Automobile Information Disclosure Act, the Motor Vehicle Information and Cost Saving Act, the National Traffic and Motor Vehicle Safety Act of 1966, the Anti-Car Theft Act of 1992, and the Clean Air Act.
2. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out its functions.
3. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts, and dealers; motor vehicle market research activities, including survey research and removal of nonowner records from the original owner records of motor vehicle manufacturers.
4. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - a) To verify the accuracy of personal information submitted by the individual to the business or its agents, employees, of contractors; and
 - b) If such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing, fraud by, pursuing, legal remedies against, or recovering on a debt or security interest against, the individual.
5. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any court or agency or before any self-regulating body for:
 - a) Service of process by any certified process server, special process server, or other person authorized to serve process in this state.
 - b) Investigation in anticipation of litigation by an attorney licensed to practice law in this state or the agent or the attorney; however, the information may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.
 - c) Investigation by any person in connection with any filed proceeding; however, the information may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.
 - d) Execution or enforcement of judgments and orders.
 - e) Compliance with an order of any court.
6. For use in research activities and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
7. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, anti-fraud activities, rating, or underwriting.
8. For use in providing notice to the owners of towed or impounded vehicles.
9. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this paragraph. Personal information obtained based on an exempt driver's record may not be provided to a client who cannot demonstrate a need based on a police report, court order, or a business or personal relationship with the subject of the investigation.
10. For use by, an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. ss. 31301 et seq.
11. For use in connection with the operation of private toll transportation facilities.
12. For bulk distribution for surveys, marketing, or solicitations when the department has obtained the express consent of the person to whom such personal information pertains.
13. For any use if the requesting person demonstrates that he or she has obtained the written consent of the person who is the subject of the motor vehicle record. For any other use specifically authorized by state law, if such use is related to the operation of a motor vehicle or public safety.
14. For any other use specifically authorized by state law, if such use is related to the operation of a motor vehicle or public safety.
15. For any other use if the person to whom the information pertains has given express consent on a form prescribed by the department. Such consent shall remain in effect until it is revoked by the person on a form prescribed by the department.

Department of Highway Safety & Motor Vehicles

Data Listing Unit; MS 74 • 2900 Apalachee Parkway • Tallahassee, FL 32399-0500

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A request for information may be made in the form of a letter (on company or agency letterhead if appropriate) stating the nature of the request, the exception under which the request is made, the use to which the information will be put, and a statement that the information will not be released to others except as provided in (ss. 119.0712(2), Florida Statutes 2005), and by completing the information below.

I hereby request personal information contained in the motor vehicle records via a bulk request.

I am qualified to obtain this information under **the exception number (listed on the next page):**

2

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Lee County Board of County Commissioners

Toll Facilities/LeeWay Division

(Company or Agency Name)

(Printed Name of Authorized Agent)

Obtaining personal information under false pretenses is a state and federal crime.

Under penalty of perjury, I swear that the information given above is true.

(Signature of Authorized Agent)

(Date)

When you have completed this form, return the original signed form to the address listed on the top of this form. D.H.S.M.V. can not use an electronic version of this form, we must have an original signature.

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2. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out its functions.
3. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts, and dealers; motor vehicle market research activities, including survey research and removal of nonowner records from the original owner records of motor vehicle manufacturers.
4. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - a) To verify the accuracy of personal information submitted by the individual to the business or its agents, employees, of contractors; and
 - b) If such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing, fraud by, pursuing, legal remedies against, or recovering on a debt or security interest against, the individual.
5. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any court or agency or before any self-regulating body for:
 - a) Service of process by any certified process server, special process server, or other person authorized to serve process in this state.
 - b) Investigation in anticipation of litigation by an attorney licensed to practice law in this state or the agent or the attorney; however, the information may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.
 - c) Investigation by any person in connection with any filed proceeding; however, the information may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.
 - d) Execution or enforcement of judgments and orders.
 - e) Compliance with an order of any court.
6. For use in research activities and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
7. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, anti-fraud activities, rating, or underwriting.
8. For use in providing notice to the owners of towed or impounded vehicles.
9. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this paragraph. Personal information obtained based on an exempt driver's record may not be provided to a client who cannot demonstrate a need based on a police report, court order, or a business or personal relationship with the subject of the investigation.
10. For use by, an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. ss. 31301 et seq.
11. For use in connection with the operation of private toll transportation facilities.
12. For bulk distribution for surveys, marketing, or solicitations when the department has obtained the express consent of the person to whom such personal information pertains.
13. For any use if the requesting person demonstrates that he or she has obtained the written consent of the person who is the subject of the motor vehicle record. For any other use specifically authorized by state law, if such use is related to the operation of a motor vehicle or public safety.
14. For any other use specifically authorized by state law, if such use is related to the operation of a motor vehicle or public safety.
15. For any other use if the person to whom the information pertains has given express consent on a form prescribed by the department. Such consent shall remain in effect until it is revoked by the person on a form prescribed by the department.

**MEMORANDUM OF UNDERSTANDING
DRIVERS LICENSE OR MOTOR VEHICLE RECORD DATA EXCHANGE
Contract Number _____**

This Memorandum of Understanding (MOU) is made and entered into by and between **Lee County Board of County Commissioners** hereinafter referred to as the Requesting Party and the Department of Highway Safety and Motor Vehicles hereinafter referred to as the Providing Agency.

I. Purpose of the Data Exchange

The purpose of this MOU is to establish conditions under which the Providing Agency agrees to provide electronic access to obtain information relating to driver license or motor vehicle records data to the Requesting Party. The Requesting Party is performing as (please mark all that apply):

- A Network Provider for driver license record information for Third Parties. Attachment 1 applies.
- A Network Provider for motor vehicle record information for Third Parties.
- A Government Entity to obtain driver license record information through an existing Network Provider portal. Attachment 2 applies.
- A Government Entity to obtain motor vehicle or vessel record information through existing Network Provider portal.
- As a Requesting Party of motor vehicle or vessel tag, title, or insurance information accessed through the Motor Vehicle Division's public records section.
- As a Requesting Party of drivers license records information accessed through the Driver License Division's Bureau of Records. Attachment 3 applies.
- As a Requesting Party of periodic drivers license records information for insurance underwriting accessed through the Driver License Division's Bureau of Records. Attachment 4 applies.
- As a network provider of driver license record information for authorized Government Entities. Attachment 5 applies.
- As a Network Provider of driver license status check information. Attachment 6 applies.
- As a Network Provider of motor vehicle status check information.
- Other Requesting Party data transfer methods. Attachment 7 applies.

II. Legal Authority

WHEREAS, the Providing Agency maintains computer databases containing information pertaining to Driver Licenses and Identification Cards issues by the Providing Agency pursuant to Chapter 322 Florida Statutes; and

WHEREAS, the Providing Agency maintains computer databases containing information pertaining to Motor Vehicle Titles and Registration pursuant to Chapters 319 and 320 Florida Statutes; and

WHEREAS, the Driver License, Identification Card, Motor Vehicle Title, and Motor Vehicle Registration Data contained in the Providing Agency databases is defined as public record pursuant to Chapter 119 Florida Statutes; and

WHEREAS, the Providing Agency as custodian of the foregoing records may provide access by remote electronic means and charge a fee for the direct and indirect costs of providing such access, pursuant to s. 119.07, 320.05, and 322.20 Florida Statutes, and other applicable Rules and Policies; and

WHEREAS, the Requesting Party may obtain via remote electronic means blocked personal information exempt from public disclosure as provided pursuant to ss. 119.0712(2) Florida Statutes with exception of social security number, the Requesting Party shall maintain the confidential and exempt status of such data. Anyone accessing driving records must ensure that the end users of the records are complying with ss. 119.0712(2). See Ragsdale vs. State, 720 So 2d 203, 206 (Fla. 1998) (applicability of a particular exemption is determined by the document being withheld, not by the identity of the agency possessing the record).

NOW THEREFORE, the Parties, in consideration of the promised and mutual covenants hereinafter contained, do hereby enter into this MOU.

III. Definitions

- A. "Providing Agency" – The Department of Highway Safety and Motor Vehicles, the agency responsible for granting access to driver license or vehicle data to the Requesting Party.
- B. "Requesting Party" – Any entity type that is specifically exempted by ss. 119.0712(2) F.S. that requests information contained in a driver license or vehicle/vessel record.
- C. "Parties" – The Providing Agency and the Requesting Party.
- D. "Third Party" – Any individual, association, organization, or corporate entity interested in driver license or motor vehicle information or data maintained and released by the Providing Agency or Requesting Party.
- E. "Government Entity" – Any federal, state, county, or city government, including any court or law enforcement agency.
- F. "Network Provider" – A Requesting Party whose access is provided by remote electronic means through the System to request specific types of data at a minimum of 5,000 transactions per month. A six (6) month startup period will be allowed for new Network Providers, during which time, less than 5,000 transactions per month will be accepted.
- G. "Personal Information" – Information found in the motor vehicle / vessel or driver record which includes, but is not limited to, the subject's driver identification number, name, address, telephone number, and medical or disability information. Personal information does not include information related to vehicular crashes, driving violations, and driver's status.
- H. "Vendor Number" – A four digit number assigned by the Providing Agency identifies the type and duration of the Driver License record. The vendor number is assigned to both commercial vendors and Government Entities by the Providing Agency, Division of Driver License, Bureau of Records. Misuse of a vendor number to obtain Driver License record information is strictly prohibited and shall be grounds for termination in accordance with section X.

IV. Statement of Work

- A. The Providing Agency agrees to:
 - 1. Provide the Requesting Party with the technical specifications required to access driver license and/or motor vehicle information in accordance with the access method being requested.
 - 2. Allow the Requesting Party/Network Provider to electronically access Driver License or Motor Vehicle information through a telecommunications link to be established between the Requesting Party/Network Provider's computer and the Providing Agency.
 - 3. Accept the Requesting Party/Network Provider's electronic requests and respond with appropriate data. At a minimum, 90% of the responses to electronic requests from Network Providers will occur within 15 seconds of receiving the transaction.
 - 4. Collect all fees, pursuant to applicable Florida Statutes, Rules and Policies for providing the electronically requested data. The fee shall include all direct and indirect costs of providing remote electronic access, according to ss. 119.07(2)(c) F.S.

5. Collect all fees due for electronic requests through the Automated Clearing House account of the banking institution which has been designated by the treasurer of the State of Florida for such purposes.
6. Discontinue access of the Requesting Party for non-payment of required fees. The Providing Agency shall not be responsible for the failure, refusal, or inability of the Requesting Party/Network Provider to make the required payments, or interest on late payments for periods of delay attributable to the action or inaction of Network Providers.
7. Not indemnify or be liable to the Requesting Party/Network Provider for any motor vehicle record data, programs, job streams, or similar items delayed, lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as provided in s. 768.28 Florida Statutes.
8. Provide the Requesting Party with a schedule of fees appropriate for the information being provided by the Providing Agency. The schedule of fees is in attachments to this MOU.
9. Notify the Requesting Party/Network Provider thirty (30) days notice prior to changing any fee schedules when it is reasonable and necessary to do so, as determined by the Providing Agency. The Requesting Party/Network Provider may continue with this MOU as modified or it may terminate the MOU in accordance with Section X., subject to the payment of all fees incurred prior to termination.
10. Perform all obligations to provide access under this MOU contingent upon an annual appropriation by the Legislature.
11. Provide electronic access for Network Providers to driver license or motor vehicle information 24 hours a day, 7 days per week other than scheduled maintenance or other uncontrollable disruptions. Scheduled maintenance normally occurs Sunday mornings between the hours of 6:00AM to 10:00AM.

B. The Requesting Party agrees to:

1. For a Network Provider, submit no less than 5000 transactions per month.
2. For a Government Entity, driver license or motor vehicle information may only be used for the express purposes originally agreed to by the Government Entity and Providing Agency. Information obtained from the Providing Agency by a Government Entity shall not be retained by the Requesting Party or resold to any Third Party.
3. Be responsible for interfacing with any and all Third Party end users. The Providing Agency will not interact directly with any Third Party end users. Requesting Party shall not give Third Party end users the name, E-mail address, and /or telephone number of any Providing Agency employee without the express written consent of the Providing Agency.
4. Maintain a help desk for its Third Party end users. Personnel assigned to this help desk shall be fully trained on all aspects of the electronic access and shall be prepared to answer all Third Party end user questions. In cases where the Requesting Party/Network Provider help desk personnel are unable to answer a question from a Third Party end user and that question must be answered by Providing Agency personnel; the Requesting Party shall obtain the answer from the Providing Agency and then relay the answer to the Third Party end user.
5. Insure that its employees and agents comply with the Providing Agency's policy and procedures relating to electronic access authorized by this MOU.
6. Not assign, sub-contract, nor otherwise transfer its rights, duties, or obligations under this MOU without the express written consent and approval of the Providing Agency.
7. Use the information received from the Providing Agency only for the purposes authorized by this agreement.
8. Protect and maintain the confidentiality and security of driver license and motor vehicle information received from the Providing Agency in accordance with this MOU and applicable state law.

9. For all records containing personal information released to a Third Party, shall maintain for a period of 5 years, records identifying each person or entity that receives the personal information and the permitted purpose for which it will be used. The Requesting Party shall make these records available for inspection upon request by the Providing Agency.
10. Pay all costs associated with electronic access of the Providing Agency's driver license or motor vehicle information; such costs shall include all one time, recurring, and usage charges for all hardware, software, and services required to connect to and use the electronic access. Payment must be in advance of receiving any information or use electronic means as follows:
 - Complete and sign the appropriate document(s) to allow the Providing Agency's designated banking institution to debit the Requesting Party's designated account.
 - Maintain an account with a banking institution as required by the Providing Agency.
 - Pay all fees due the Providing Agency by way of the Automated Clearing House account of the Providing Agency's designated banking institution. Collection of transaction fees from eligible and authorized Third Party end users is the responsibility of the Requesting Party.

V. Safeguarding Information

The Parties shall safeguard and maintain the confidentiality of all information received under this agreement in accordance with Chapter 119 Florida Statutes. Information obtained under this agreement shall not be made available for public inspection other than to personnel to whom disclosure is authorized under Florida Law. Any person who willfully and knowingly violates any of the provisions of this section is guilty of a misdemeanor of the first degree punishable as provided in s. 119.10 and 775.083, Florida Statutes.

The Parties mutually agree to the following:

- A. Information exchanged will not be used for any purposes not specifically authorized by this agreement.
- B. Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.
- C. Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.
- D. All personnel with access to the information exchanged under the terms of this agreement will be instructed of the confidential nature of the information.
- E. All personnel with access to the information will be instructed of the criminal sanctions specified in state law for unauthorized use of the data.
- F. By signing the MOU, the representatives of the Providing Agency and Requesting Party, on behalf of the respective Parties attest that their respective agency procedures will ensure the confidentiality of the information exchanged will be maintained.

VI. Personal Data Protection

- A. **Affirmation** – This MOU is contingent upon an annual filing of a written affirmation by the owner or CEO to the Providing Agency within thirty (30) days of the agreement anniversary date. The initial affirmation must be submitted with the Requesting Parties signed MOU. The affirmation must provide the date and the number of records affected by any unauthorized access, distribution, use, modification, or disclosure of personal information. Further, as provided in s. 817.5681, Florida Statutes, the document must provide a statement advising if individuals whose personal information has been compromised have been notified and, if not, when they will be notified. The statement must include the corrective actions and the date these actions are completed by the Requesting Party. See Section XI for complete mailing address.

- B. CPA Attestation** - This MOU is contingent upon the annual receipt of an attestation report that the internal controls of personal data sold by the Requesting Party have been evaluated and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or, disclosure. The attestation report must be submitted annually with the affirmation on the anniversary date of the agreement. See Section XI for complete mailing address. The attestation report shall be conducted and submitted to the Providing Agency by a certified public accountant who is a member of the Florida Institute of Certified Public Accountants and who is licensed by the State of Florida as a certified public accountant.
- C. Misuse of Personal Information** – Requesting Parties must immediately notify the Providing Agency and the individual whose personal information has been compromised of any unauthorized access, distribution, use, modification, or disclosure.

VII. Reimbursement Of Costs

Providing Agency will debit the account the Requesting Party currently on file. The amount debited will be in accordance with Sections 320.05 and 322.20 F.S. and with this MOU. Specific fee calculations are incorporated by the attachments to this MOU.

VIII. Period of Performance

This MOU shall be effective upon the last signature of the Parties to this agreement and will remain in effect until terminated as provided in section X. Once executed, this MOU supercedes all previous agreements for these conditions of services defined in section I.

IX. Amendments

- A.** This MOU incorporates all prior negotiations, interpretations, and understandings between the Parties, and is the full expression of their agreement.
- B.** This MOU may be subsequently amended by written agreement between the Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU and its numbered addendums must be by written agreement executed by both Parties.
- C.** All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

X. Termination

- A.** This agreement may be terminated for cause by either party upon finding that the terms and conditions contained herein are not being followed. No written notice or notifying period will be required.
- B.** This agreement is subject to unilateral cancellation by the Providing Agency without notice for failure of the vendor to comply with any of the requirements of the MOU and applicable Florida Statutes, including ss. 119.0712(2), Florida Statutes.

XI. Agency Contacts

Any and all inquiries or written communications pertaining to this MOU shall be sent to the Contract Administrator.

Gregory Bickford – Contract Administrator
Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway
Neil Kirkman Building, Room B-418, MS 31
Tallahassee, Florida 32399-0524
(850) 488-8290 – Phone
(850) 922-6273 – Fax

The Contract Managers responsible for management and monitoring of the performance of the terms and conditions of this MOU are as follows:

Network Providers

Tim Wolff – Contract Manager
Data Processing Manager
Department of Highway Safety & Motor Vehicles
Kirkman Building, Room D140, MS 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0530

Driver Licenses and Insurance

Michael D. McCaskill – Contract Manager
Chief of Driver License Records - DDL
Department of Highway Safety & Motor Vehicles
Kirkman Building, Room A234, MS 89
2900 Apalachee Parkway
Tallahassee, Florida 32399-0575

Motor Vehicle or Vessel Records

Boyd Walden – Contract Manager
Chief of Titles and Registrations-DMV
Department of Highway Safety & Motor Vehicles
Kirkman Building, Room A338, MS 68
2900 Apalachee Parkway
Tallahassee, Florida 32399-0530

IN WITNESS HERETO, the PARTIES have executed this Agreement by their duly authorized officials.

Requesting Party:

**Lee County Board of County Commissioners
Toll Facilities/LeeWay Division
10100 College Pkwy.
Fort Myers, Fl. 33909**

Providing Agency:

**Florida Department of Highway Safety
and Motor Vehicles
2900 Apalachee Parkway
Tallahassee, Florida 32399**

By: _____

Printed/Typed Name

Title

Date

By: _____

Stacy Arias

Printed/Typed Name

Chief of Purchasing & Contracts

Title

Date

**MEMORANDUM OF UNDERSTANDING
DRIVERS LICENSE OR MOTOR VEHICLE RECORD DATA EXCHANGE
Contract Number _____**

This Memorandum of Understanding (MOU) is made and entered into by and between **Lee County Board of County Commissioners** hereinafter referred to as the Requesting Party and the Department of Highway Safety and Motor Vehicles hereinafter referred to as the Providing Agency.

I. Purpose of the Data Exchange

The purpose of this MOU is to establish conditions under which the Providing Agency agrees to provide electronic access to obtain information relating to driver license or motor vehicle records data to the Requesting Party. The Requesting Party is performing as (please mark all that apply):

- A Network Provider for driver license record information for Third Parties. Attachment 1 applies.
- A Network Provider for motor vehicle record information for Third Parties.
- A Government Entity to obtain driver license record information through an existing Network Provider portal. Attachment 2 applies.
- A Government Entity to obtain motor vehicle or vessel record information through existing Network Provider portal.
- As a Requesting Party of motor vehicle or vessel tag, title, or insurance information accessed through the Motor Vehicle Division's public records section.
- As a Requesting Party of drivers license records information accessed through the Driver License Division's Bureau of Records. Attachment 3 applies.
- As a Requesting Party of periodic drivers license records information for insurance underwriting accessed through the Driver License Division's Bureau of Records. Attachment 4 applies.
- As a network provider of driver license record information for authorized Government Entities. Attachment 5 applies.
- As a Network Provider of driver license status check information. Attachment 6 applies.
- As a Network Provider of motor vehicle status check information.
- Other Requesting Party data transfer methods. Attachment 7 applies.

II. Legal Authority

WHEREAS, the Providing Agency maintains computer databases containing information pertaining to Driver Licenses and Identification Cards issues by the Providing Agency pursuant to Chapter 322 Florida Statutes; and

WHEREAS, the Providing Agency maintains computer databases containing information pertaining to Motor Vehicle Titles and Registration pursuant to Chapters 319 and 320 Florida Statutes; and

WHEREAS, the Driver License, Identification Card, Motor Vehicle Title, and Motor Vehicle Registration Data contained in the Providing Agency databases is defined as public record pursuant to Chapter 119 Florida Statutes; and

WHEREAS, the Providing Agency as custodian of the foregoing records may provide access by remote electronic means and charge a fee for the direct and indirect costs of providing such access, pursuant to s. 119.07, 320.05, and 322.20 Florida Statutes, and other applicable Rules and Policies; and

WHEREAS, the Requesting Party may obtain via remote electronic means blocked personal information exempt from public disclosure as provided pursuant to ss. 119.0712(2) Florida Statutes with exception of social security number, the Requesting Party shall maintain the confidential and exempt status of such data. Anyone accessing driving records must ensure that the end users of the records are complying with ss. 119.0712(2). See Ragsdale vs. State, 720 So 2d 203, 206 (Fla. 1998) (applicability of a particular exemption is determined by the document being withheld, not by the identity of the agency possessing the record).

NOW THEREFORE, the Parties, in consideration of the promised and mutual covenants hereinafter contained, do hereby enter into this MOU.

III. Definitions

- A. "Providing Agency" – The Department of Highway Safety and Motor Vehicles. the agency responsible for granting access to driver license or vehicle data to the Requesting Party.
- B. "Requesting Party" – Any entity type that is specifically exempted by ss. 119.0712(2) F.S. that requests information contained in a driver license or vehicle/vessel record.
- C. "Parties" – The Providing Agency and the Requesting Party.
- D. "Third Party" – Any individual, association, organization, or corporate entity interested in driver license or motor vehicle information or data maintained and released by the Providing Agency or Requesting Party.
- E. "Government Entity" – Any federal, state, county, or city government, including any court or law enforcement agency.
- F. "Network Provider" – A Requesting Party whose access is provided by remote electronic means through the System to request specific types of data at a minimum of 5,000 transactions per month. A six (6) month startup period will be allowed for new Network Providers, during which time, less than 5,000 transactions per month will be accepted.
- G. "Personal Information" – Information found in the motor vehicle / vessel or driver record which includes, but is not limited to, the subject's driver identification number, name, address, telephone number, and medical or disability information. Personal information does not include information related to vehicular crashes, driving violations, and driver's status.
- H. "Vendor Number" – A four digit number assigned by the Providing Agency identifies the type and duration of the Driver License record. The vendor number is assigned to both commercial vendors and Government Entities by the Providing Agency, Division of Driver License, Bureau of Records. Misuse of a vendor number to obtain Driver License record information is strictly prohibited and shall be grounds for termination in accordance with section X.

IV. Statement of Work

- A. The Providing Agency agrees to:
 - 1. Provide the Requesting Party with the technical specifications required to access driver license and/or motor vehicle information in accordance with the access method being requested.
 - 2. Allow the Requesting Party/Network Provider to electronically access Driver License or Motor Vehicle information through a telecommunications link to be established between the Requesting Party/Network Provider's computer and the Providing Agency.
 - 3. Accept the Requesting Party/Network Provider's electronic requests and respond with appropriate data. At a minimum, 90% of the responses to electronic requests from Network Providers will occur within 15 seconds of receiving the transaction.
 - 4. Collect all fees, pursuant to applicable Florida Statutes, Rules and Policies for providing the electronically requested data. The fee shall include all direct and indirect costs of providing remote electronic access, according to ss. 119.07(2)(c) F.S.

5. Collect all fees due for electronic requests through the Automated Clearing House account of the banking institution which has been designated by the treasurer of the State of Florida for such purposes.
6. Discontinue access of the Requesting Party for non-payment of required fees. The Providing Agency shall not be responsible for the failure, refusal, or inability of the Requesting Party/Network Provider to make the required payments, or interest on late payments for periods of delay attributable to the action or inaction of Network Providers.
7. Not indemnify or be liable to the Requesting Party/Network Provider for any motor vehicle record data, programs, job streams, or similar items delayed, lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as provided in s. 768.28 Florida Statutes.
8. Provide the Requesting Party with a schedule of fees appropriate for the information being provided by the Providing Agency. The schedule of fees is in attachments to this MOU.
9. Notify the Requesting Party/Network Provider thirty (30) days notice prior to changing any fee schedules when it is reasonable and necessary to do so, as determined by the Providing Agency. The Requesting Party/Network Provider may continue with this MOU as modified or it may terminate the MOU in accordance with Section X., subject to the payment of all fees incurred prior to termination.
10. Perform all obligations to provide access under this MOU contingent upon an annual appropriation by the Legislature.
11. Provide electronic access for Network Providers to driver license or motor vehicle information 24 hours a day, 7 days per week other than scheduled maintenance or other uncontrollable disruptions. Scheduled maintenance normally occurs Sunday mornings between the hours of 6:00AM to 10:00AM.

B. The Requesting Party agrees to:

1. For a Network Provider, submit no less than 5000 transactions per month.
2. For a Government Entity, driver license or motor vehicle information may only be used for the express purposes originally agreed to by the Government Entity and Providing Agency. Information obtained from the Providing Agency by a Government Entity shall not be retained by the Requesting Party or resold to any Third Party.
3. Be responsible for interfacing with any and all Third Party end users. The Providing Agency will not interact directly with any Third Party end users. Requesting Party shall not give Third Party end users the name, E-mail address, and /or telephone number of any Providing Agency employee without the express written consent of the Providing Agency.
4. Maintain a help desk for its Third Party end users. Personnel assigned to this help desk shall be fully trained on all aspects of the electronic access and shall be prepared to answer all Third Party end user questions. In cases where the Requesting Party/Network Provider help desk personnel are unable to answer a question from a Third Party end user and that question must be answered by Providing Agency personnel; the Requesting Party shall obtain the answer from the Providing Agency and then relay the answer to the Third Party end user.
5. Insure that its employees and agents comply with the Providing Agency's policy and procedures relating to electronic access authorized by this MOU.
6. Not assign, sub-contract, nor otherwise transfer its rights, duties, or obligations under this MOU without the express written consent and approval of the Providing Agency.
7. Use the information received from the Providing Agency only for the purposes authorized by this agreement.
8. Protect and maintain the confidentiality and security of driver license and motor vehicle information received from the Providing Agency in accordance with this MOU and applicable state law.

9. For all records containing personal information released to a Third Party, shall maintain for a period of 5 years, records identifying each person or entity that receives the personal information and the permitted purpose for which it will be used. The Requesting Party shall make these records available for inspection upon request by the Providing Agency.
10. Pay all costs associated with electronic access of the Providing Agency's driver license or motor vehicle information; such costs shall include all one time, recurring, and usage charges for all hardware, software, and services required to connect to and use the electronic access. Payment must be in advance of receiving any information or use electronic means as follows:
 - Complete and sign the appropriate document(s) to allow the Providing Agency's designated banking institution to debit the Requesting Party's designated account.
 - Maintain an account with a banking institution as required by the Providing Agency.
 - Pay all fees due the Providing Agency by way of the Automated Clearing House account of the Providing Agency's designated banking institution. Collection of transaction fees from eligible and authorized Third Party end users is the responsibility of the Requesting Party.

V. Safeguarding Information

The Parties shall safeguard and maintain the confidentiality of all information received under this agreement in accordance with Chapter 119 Florida Statutes. Information obtained under this agreement shall not be made available for public inspection other than to personnel to whom disclosure is authorized under Florida Law. Any person who willfully and knowingly violates any of the provisions of this section is guilty of a misdemeanor of the first degree punishable as provided in s. 119.10 and 775.083, Florida Statutes.

The Parties mutually agree to the following:

- A. Information exchanged will not be used for any purposes not specifically authorized by this agreement.
- B. Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.
- C. Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.
- D. All personnel with access to the information exchanged under the terms of this agreement will be instructed of the confidential nature of the information.
- E. All personnel with access to the information will be instructed of the criminal sanctions specified in state law for unauthorized use of the data.
- F. By signing the MOU, the representatives of the Providing Agency and Requesting Party, on behalf of the respective Parties attest that their respective agency procedures will ensure the confidentiality of the information exchanged will be maintained.

VI. Personal Data Protection

- A. **Affirmation** – This MOU is contingent upon an annual filing of a written affirmation by the owner or CEO to the Providing Agency within thirty (30) days of the agreement anniversary date. The initial affirmation must be submitted with the Requesting Parties signed MOU. The affirmation must provide the date and the number of records affected by any unauthorized access, distribution, use, modification, or disclosure of personal information. Further, as provided in s. 817.5681, Florida Statutes, the document must provide a statement advising if individuals whose personal information has been compromised have been notified and, if not, when they will be notified. The statement must include the corrective actions and the date these actions are completed by the Requesting Party. See Section XI for complete mailing address.

B. CPA Attestation - This MOU is contingent upon the annual receipt of an attestation report that the internal controls of personal data sold by the Requesting Party have been evaluated and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or, disclosure. The attestation report must be submitted annually with the affirmation on the anniversary date of the agreement. See Section XI for complete mailing address. The attestation report shall be conducted and submitted to the Providing Agency by a certified public accountant who is a member of the Florida Institute of Certified Public Accountants and who is licensed by the State of Florida as a certified public accountant.

C. Misuse of Personal Information – Requesting Parties must immediately notify the Providing Agency and the individual whose personal information has been compromised of any unauthorized access, distribution, use, modification, or disclosure.

VII. Reimbursement Of Costs

Providing Agency will debit the account the Requesting Party currently on file. The amount debited will be in accordance with Sections 320.05 and 322.20 F.S. and with this MOU. Specific fee calculations are incorporated by the attachments to this MOU.

VIII. Period of Performance

This MOU shall be effective upon the last signature of the Parties to this agreement and will remain in effect until terminated as provided in section X. Once executed, this MOU supercedes all previous agreements for these conditions of services defined in section I.

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- A. This MOU incorporates all prior negotiations, interpretations, and understandings between the Parties, and is the full expression of their agreement.
- B. This MOU may be subsequently amended by written agreement between the Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU and its numbered addendums must be by written agreement executed by both Parties.
- C. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

X. Termination

- A. This agreement may be terminated for cause by either party upon finding that the terms and conditions contained herein are not being followed. No written notice or notifying period will be required.
- B. This agreement is subject to unilateral cancellation by the Providing Agency without notice for failure of the vendor to comply with any of the requirements of the MOU and applicable Florida Statutes, including ss. 119.0712(2), Florida Statutes.

XI. Agency Contacts

Any and all inquiries or written communications pertaining to this MOU shall be sent to the Contract Administrator.

Gregory Bickford – Contract Administrator
Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway
Neil Kirkman Building, Room B-418, MS 31
Tallahassee, Florida 32399-0524
(850) 488-8290 – Phone
(850) 922-6273 – Fax

The Contract Managers responsible for management and monitoring of the performance of the terms and conditions of this MOU are as follows:

Network Providers

Tim Wolff – Contract Manager
Data Processing Manager
Department of Highway Safety & Motor Vehicles
Kirkman Building, Room D140, MS 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0530

Driver Licenses and Insurance

Michael D. McCaskill – Contract Manager
Chief of Driver License Records - DDL
Department of Highway Safety & Motor Vehicles
Kirkman Building, Room A234, MS 89
2900 Apalachee Parkway
Tallahassee, Florida 32399-0575

Motor Vehicle or Vessel Records

Boyd Walden – Contract Manager
Chief of Titles and Registrations-DMV
Department of Highway Safety & Motor Vehicles
Kirkman Building, Room A338, MS 68
2900 Apalachee Parkway
Tallahassee, Florida 32399-0530

IN WITNESS HERETO, the PARTIES have executed this Agreement by their duly authorized officials.

Requesting Party:

**Lee County Board of County Commissioners
Toll Facilities/LeeWay Division
10100 College Pkwy.
Fort Myers, Fl. 33909**

Providing Agency:

**Florida Department of Highway Safety
and Motor Vehicles
2900 Apalachee Parkway
Tallahassee, Florida 32399**

By: _____

Printed/Typed Name

Title

Date

By: _____

Stacy Arias

Printed/Typed Name

Chief of Purchasing & Contracts

Title

Date

MEMORANDUM OF UNDERSTANDING
DRIVERS LICENSE OR MOTOR VEHICLE RECORD DATA EXCHANGE
Contract Number _____

This Memorandum of Understanding (MOU) is made and entered into by and between **Lee County Board of County Commissioners** hereinafter referred to as the Requesting Party and the Department of Highway Safety and Motor Vehicles hereinafter referred to as the Providing Agency.

I. Purpose of the Data Exchange

The purpose of this MOU is to establish conditions under which the Providing Agency agrees to provide electronic access to obtain information relating to driver license or motor vehicle records data to the Requesting Party. The Requesting Party is performing as (please mark all that apply):

- A Network Provider for driver license record information for Third Parties. Attachment 1 applies.
- A Network Provider for motor vehicle record information for Third Parties.
- A Government Entity to obtain driver license record information through an existing Network Provider portal. Attachment 2 applies.
- A Government Entity to obtain motor vehicle or vessel record information through existing Network Provider portal.
- As a Requesting Party of motor vehicle or vessel tag, title, or insurance information accessed through the Motor Vehicle Division's public records section.
- As a Requesting Party of drivers license records information accessed through the Driver License Division's Bureau of Records. Attachment 3 applies.
- As a Requesting Party of periodic drivers license records information for insurance underwriting accessed through the Driver License Division's Bureau of Records. Attachment 4 applies.
- As a network provider of driver license record information for authorized Government Entities. Attachment 5 applies.
- As a Network Provider of driver license status check information. Attachment 6 applies.
- As a Network Provider of motor vehicle status check information.
- Other Requesting Party data transfer methods. Attachment 7 applies.

II. Legal Authority

WHEREAS, the Providing Agency maintains computer databases containing information pertaining to Driver Licenses and Identification Cards issues by the Providing Agency pursuant to Chapter 322 Florida Statutes; and

WHEREAS, the Providing Agency maintains computer databases containing information pertaining to Motor Vehicle Titles and Registration pursuant to Chapters 319 and 320 Florida Statutes; and

WHEREAS, the Driver License, Identification Card, Motor Vehicle Title, and Motor Vehicle Registration Data contained in the Providing Agency databases is defined as public record pursuant to Chapter 119 Florida Statutes; and

WHEREAS, the Providing Agency as custodian of the foregoing records may provide access by remote electronic means and charge a fee for the direct and indirect costs of providing such access, pursuant to s. 119.07, 320.05, and 322.20 Florida Statutes, and other applicable Rules and Policies; and

WHEREAS, the Requesting Party may obtain via remote electronic means blocked personal information exempt from public disclosure as provided pursuant to ss. 119.0712(2) Florida Statutes with exception of social security number, the Requesting Party shall maintain the confidential and exempt status of such data. Anyone accessing driving records must ensure that the end users of the records are complying with ss. 119.0712(2). See Ragsdale vs. State, 720 So 2d 203, 206 (Fla. 1998) (applicability of a particular exemption is determined by the document being withheld, not by the identity of the agency possessing the record).

NOW THEREFORE, the Parties, in consideration of the promised and mutual covenants hereinafter contained, do hereby enter into this MOU.

III. Definitions

- A. "Providing Agency" – The Department of Highway Safety and Motor Vehicles, the agency responsible for granting access to driver license or vehicle data to the Requesting Party.
- B. "Requesting Party" – Any entity type that is specifically exempted by ss. 119.0712(2) F.S. that requests information contained in a driver license or vehicle/vessel record.
- C. "Parties" – The Providing Agency and the Requesting Party.
- D. "Third Party" – Any individual, association, organization, or corporate entity interested in driver license or motor vehicle information or data maintained and released by the Providing Agency or Requesting Party.
- E. "Government Entity" – Any federal, state, county, or city government, including any court or law enforcement agency.
- F. "Network Provider" – A Requesting Party whose access is provided by remote electronic means through the System to request specific types of data at a minimum of 5,000 transactions per month. A six (6) month startup period will be allowed for new Network Providers, during which time, less than 5,000 transactions per month will be accepted.
- G. "Personal Information" – Information found in the motor vehicle / vessel or driver record which includes, but is not limited to, the subject's driver identification number, name, address, telephone number, and medical or disability information. Personal information does not include information related to vehicular crashes, driving violations, and driver's status.
- H. "Vendor Number" – A four digit number assigned by the Providing Agency identifies the type and duration of the Driver License record. The vendor number is assigned to both commercial vendors and Government Entities by the Providing Agency, Division of Driver License, Bureau of Records. Misuse of a vendor number to obtain Driver License record information is strictly prohibited and shall be grounds for termination in accordance with section X.

IV. Statement of Work

- A. The Providing Agency agrees to:
 - 1. Provide the Requesting Party with the technical specifications required to access driver license and/or motor vehicle information in accordance with the access method being requested.
 - 2. Allow the Requesting Party/Network Provider to electronically access Driver License or Motor Vehicle information through a telecommunications link to be established between the Requesting Party/Network Provider's computer and the Providing Agency.
 - 3. Accept the Requesting Party/Network Provider's electronic requests and respond with appropriate data. At a minimum, 90% of the responses to electronic requests from Network Providers will occur within 15 seconds of receiving the transaction.
 - 4. Collect all fees, pursuant to applicable Florida Statutes, Rules and Policies for providing the electronically requested data. The fee shall include all direct and indirect costs of providing remote electronic access, according to ss. 119.07(2)(c) F.S.

5. Collect all fees due for electronic requests through the Automated Clearing House account of the banking institution which has been designated by the treasurer of the State of Florida for such purposes.
6. Discontinue access of the Requesting Party for non-payment of required fees. The Providing Agency shall not be responsible for the failure, refusal, or inability of the Requesting Party/Network Provider to make the required payments, or interest on late payments for periods of delay attributable to the action or inaction of Network Providers.
7. Not indemnify or be liable to the Requesting Party/Network Provider for any motor vehicle record data, programs, job streams, or similar items delayed, lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as provided in s. 768.28 Florida Statutes.
8. Provide the Requesting Party with a schedule of fees appropriate for the information being provided by the Providing Agency. The schedule of fees is in attachments to this MOU.
9. Notify the Requesting Party/Network Provider thirty (30) days notice prior to changing any fee schedules when it is reasonable and necessary to do so, as determined by the Providing Agency. The Requesting Party/Network Provider may continue with this MOU as modified or it may terminate the MOU in accordance with Section X., subject to the payment of all fees incurred prior to termination.
10. Perform all obligations to provide access under this MOU contingent upon an annual appropriation by the Legislature.
11. Provide electronic access for Network Providers to driver license or motor vehicle information 24 hours a day, 7 days per week other than scheduled maintenance or other uncontrollable disruptions. Scheduled maintenance normally occurs Sunday mornings between the hours of 6:00AM to 10:00AM.

B. The Requesting Party agrees to:

1. For a Network Provider, submit no less than 5000 transactions per month.
2. For a Government Entity, driver license or motor vehicle information may only be used for the express purposes originally agreed to by the Government Entity and Providing Agency. Information obtained from the Providing Agency by a Government Entity shall not be retained by the Requesting Party or resold to any Third Party.
3. Be responsible for interfacing with any and all Third Party end users. The Providing Agency will not interact directly with any Third Party end users. Requesting Party shall not give Third Party end users the name, E-mail address, and /or telephone number of any Providing Agency employee without the express written consent of the Providing Agency.
4. Maintain a help desk for its Third Party end users. Personnel assigned to this help desk shall be fully trained on all aspects of the electronic access and shall be prepared to answer all Third Party end user questions. In cases where the Requesting Party/Network Provider help desk personnel are unable to answer a question from a Third Party end user and that question must be answered by Providing Agency personnel; the Requesting Party shall obtain the answer from the Providing Agency and then relay the answer to the Third Party end user.
5. Insure that its employees and agents comply with the Providing Agency's policy and procedures relating to electronic access authorized by this MOU.
6. Not assign, sub-contract, nor otherwise transfer its rights, duties, or obligations under this MOU without the express written consent and approval of the Providing Agency.
7. Use the information received from the Providing Agency only for the purposes authorized by this agreement.
8. Protect and maintain the confidentiality and security of driver license and motor vehicle information received from the Providing Agency in accordance with this MOU and applicable state law.

9. For all records containing personal information released to a Third Party, shall maintain for a period of 5 years, records identifying each person or entity that receives the personal information and the permitted purpose for which it will be used. The Requesting Party shall make these records available for inspection upon request by the Providing Agency.
10. Pay all costs associated with electronic access of the Providing Agency's driver license or motor vehicle information; such costs shall include all one time, recurring, and usage charges for all hardware, software, and services required to connect to and use the electronic access. Payment must be in advance of receiving any information or use electronic means as follows:
 - Complete and sign the appropriate document(s) to allow the Providing Agency's designated banking institution to debit the Requesting Party's designated account.
 - Maintain an account with a banking institution as required by the Providing Agency.
 - Pay all fees due the Providing Agency by way of the Automated Clearing House account of the Providing Agency's designated banking institution. Collection of transaction fees from eligible and authorized Third Party end users is the responsibility of the Requesting Party.

V. Safeguarding Information

The Parties shall safeguard and maintain the confidentiality of all information received under this agreement in accordance with Chapter 119 Florida Statutes. Information obtained under this agreement shall not be made available for public inspection other than to personnel to whom disclosure is authorized under Florida Law. Any person who willfully and knowingly violates any of the provisions of this section is guilty of a misdemeanor of the first degree punishable as provided in s. 119.10 and 775.083, Florida Statutes.

The Parties mutually agree to the following:

- A. Information exchanged will not be used for any purposes not specifically authorized by this agreement.
- B. Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.
- C. Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.
- D. All personnel with access to the information exchanged under the terms of this agreement will be instructed of the confidential nature of the information.
- E. All personnel with access to the information will be instructed of the criminal sanctions specified in state law for unauthorized use of the data.
- F. By signing the MOU, the representatives of the Providing Agency and Requesting Party, on behalf of the respective Parties attest that their respective agency procedures will ensure the confidentiality of the information exchanged will be maintained.

VI. Personal Data Protection

- A. **Affirmation** – This MOU is contingent upon an annual filing of a written affirmation by the owner or CEO to the Providing Agency within thirty (30) days of the agreement anniversary date. The initial affirmation must be submitted with the Requesting Parties signed MOU. The affirmation must provide the date and the number of records affected by any unauthorized access, distribution, use, modification, or disclosure of personal information. Further, as provided in s. 817.5681, Florida Statutes, the document must provide a statement advising if individuals whose personal information has been compromised have been notified and, if not, when they will be notified. The statement must include the corrective actions and the date these actions are completed by the Requesting Party. See Section XI for complete mailing address.

B. CPA Attestation - This MOU is contingent upon the annual receipt of an attestation report that the internal controls of personal data sold by the Requesting Party have been evaluated and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. The attestation report must be submitted annually with the affirmation on the anniversary date of the agreement. See Section XI for complete mailing address. The attestation report shall be conducted and submitted to the Providing Agency by a certified public accountant who is a member of the Florida Institute of Certified Public Accountants and who is licensed by the State of Florida as a certified public accountant.

C. Misuse of Personal Information – Requesting Parties must immediately notify the Providing Agency and the individual whose personal information has been compromised of any unauthorized access, distribution, use, modification, or disclosure.

VII. Reimbursement Of Costs

Providing Agency will debit the account the Requesting Party currently on file. The amount debited will be in accordance with Sections 320.05 and 322.20 F.S. and with this MOU. Specific fee calculations are incorporated by the attachments to this MOU.

VIII. Period of Performance

This MOU shall be effective upon the last signature of the Parties to this agreement and will remain in effect until terminated as provided in section X. Once executed, this MOU supercedes all previous agreements for these conditions of services defined in section I.

IX. Amendments

A. This MOU incorporates all prior negotiations, interpretations, and understandings between the Parties, and is the full expression of their agreement.

B. This MOU may be subsequently amended by written agreement between the Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU and its numbered addendums must be by written agreement executed by both Parties.

C. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

X. Termination

A. This agreement may be terminated for cause by either party upon finding that the terms and conditions contained herein are not being followed. No written notice or notifying period will be required.

B. This agreement is subject to unilateral cancellation by the Providing Agency without notice for failure of the vendor to comply with any of the requirements of the MOU and applicable Florida Statutes, including ss. 119.0712(2), Florida Statutes.

XI. Agency Contacts

Any and all inquiries or written communications pertaining to this MOU shall be sent to the Contract Administrator.

Gregory Bickford – Contract Administrator
Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway
Neil Kirkman Building, Room B-418, MS 31
Tallahassee, Florida 32399-0524
(850) 488-8290 – Phone
(850) 922-6273 – Fax

The Contract Managers responsible for management and monitoring of the performance of the terms and conditions of this MOU are as follows:

Network Providers

Tim Wolff – Contract Manager
Data Processing Manager
Department of Highway Safety & Motor Vehicles
Kirkman Building, Room D140, MS 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0530

Driver Licenses and Insurance

Michael D. McCaskill – Contract Manager
Chief of Driver License Records - DDL
Department of Highway Safety & Motor Vehicles
Kirkman Building, Room A234, MS 89
2900 Apalachee Parkway
Tallahassee, Florida 32399-0575

Motor Vehicle or Vessel Records

Boyd Walden – Contract Manager
Chief of Titles and Registrations-DMV
Department of Highway Safety & Motor Vehicles
Kirkman Building, Room A338, MS 68
2900 Apalachee Parkway
Tallahassee, Florida 32399-0530

IN WITNESS HERETO, the PARTIES have executed this Agreement by their duly authorized officials.

Requesting Party:

**Lee County Board of County Commissioners
Toll Facilities/LeeWay Division
10100 College Pkwy.
Fort Myers, Fl. 33909**

Providing Agency:

**Florida Department of Highway Safety
and Motor Vehicles
2900 Apalachee Parkway
Tallahassee, Florida 32399**

By: _____

Printed/Typed Name

Title

Date

By: _____

Stacy Arias

Printed/Typed Name

Chief of Purchasing & Contracts

Title

Date

Law Enforcement Systems, Inc.
Subscriber Agreement

This agreement is entered into as of the last date set forth below, by and between Law Enforcement Systems, Inc. ("LES") with its principal address at 40 30-00 47th Avenue, Long Island City, NY 11101 and _____ ("Subscriber") with its principal address at _____ and applies to Subscriber's use of all services provided by LES.

For purposes of this Agreement, all references to LES shall include LES's directors, officers, employees, agents, affiliates and assigns. The services provided by LES shall include, without limitations, all online services, gateway access, customer service and documentation provided by LES from time to time (collectively, the "Services"). All information provided by LES in connection with the Services, including, without limitation, all data, reports and files are collectively referred to as the "Information".

1. **SERVICES.** Based upon the uses which Subscriber has certified to LES on Subscriber's Intended Use Certification (the "Use Certification"), LES shall provide Subscriber with the Services designated by Subscriber from time to time, in consideration for the fees for the Services as set forth in Section 3 pursuant to the attached Terms and Conditions (the "Terms and Conditions") which shall govern Subscriber's use of the Services and the Information. Subscriber shall not use the Information obtained through the Services for credit granting, credit monitoring, account review, insurance underwriting, employment or any other purpose prohibited by the Fair Credit Reporting Act, 15 U.S.C. Sec. 1681, et seq., ("FCRA"), and similar statutes. LES reserves the right to immediately terminate this Agreement and Subscriber's access to the Services and the Information if Subscriber's access to the Services and the Information if Subscriber violates this Section 1 or any other provision of this Agreement or if Subscriber violates this Section

2. **ELIGIBILITY.** Subscriber acknowledges that LES does not provide the Services and Information to the general public. Subscriber represents and warrants that Subscriber is either a (i) a duly constituted law enforcement or other governmental agency, (ii) a company with a genuine and legitimate business need for the Services and the Information for the uses identified by Subscriber in Subscriber's Use Certification; or (iii) licensed professional in good standing. Subscriber shall provide proof of licensure upon request of LES. Subscriber shall use the Services and the Information only in the ordinary course of Subscriber's business in a manner appropriate for such business, for the uses identified to LES by Subscriber in Subscriber's Use Certification. Subscriber shall promptly notify LES of any change in Subscriber's status affecting Subscriber's eligibility to use the Services.

3. **FEES AND CHARGES.** For the Services and the license hereunder, Subscriber shall pay LES the applicable rates announced by LES from time to time either in writing or online or as specifically agreed upon in writing by LES and Subscriber (the "LES Price List"). LES may make changes, additions and deletions to the Services and the Information at any time without prior notice and such changes shall not affect the rate set forth on the LES Price List. LES reserves the right to alter the LES Price List at any time upon fifteen (15) days notice. LES shall invoice Subscriber for all fees and charges incurred and such invoices are due and payable upon receipt.

4. **TERM AND TERMINATION.** This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, if Subscriber breaches this Agreement, LES shall have the right to terminate this Agreement immediately either with notice. Any termination of this Agreement shall not affect any fees or charges then due to LES from Subscriber. Upon any such termination, Subscriber shall cease using the Services and shall delete from Subscriber's computers and other media all copies of any Software provided by LES in connection with this Agreement and return to LES, within ten (10) days thereafter, all Software, manuals and documentation provided in connection with the use of the Services.

5. **NOTICES.** Except for any changes to the LES Price List or as otherwise provided herein, any notice required or permitted to be sent under this Agreement shall be in writing and delivered personally, sent by prepaid regular first-class certified mail return receipt requested, or by overnight courier to the addresses specified above, or such address either party may specify in writing, and shall be effective on the date received.

6. **ASSIGNMENT.** Subscriber may not assign or sublicense this Agreement or any rights hereunder, without the prior written consent to LES.

7. **SEVERABILITY.** Should any term or condition of this Agreement be declared illegal or unenforceable, such illegality or unenforceability shall not affect any other term or condition hereof.

8. **SURVIVAL.** The provisions of Section 3, 8 and 10 hereof and Sections 1,2,3,5,6,7 and 8 of the Terms and Conditions shall survive the termination of this Agreement, for any reason.

9. **ENTIRE AGREEMENT.** This Agreement, the LES Price List and the attached Terms and Conditions are the exclusive agreement of the parties with respect to the subject matter hereof and supersede all prior negotiations, representations and statements. This Agreement may be amended only upon the written consent of both parties.

10. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of New York Florida, without reference to its principles of conflicts of laws.

Notwithstanding LES's prior signature, this Agreement does not constitute an offer to provide Services by LES and shall not be binding until Subscriber (i) has been accepted by LES following the Subscriber Qualification Process; and (ii) has been issued a user identification number and password by LES.

SUBSCRIBER

BY/Title _____
Address _____
Phone _____
e-mail: _____

LAW ENFORCEMENT SYSTEMS, INC.

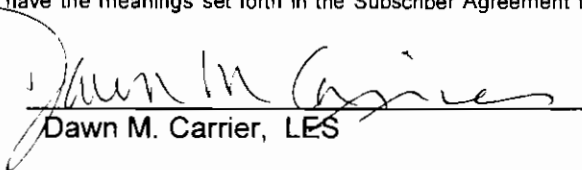
BY/Title Juan M. Genies, Vice President
Address 30-00 47th Ave
Phone Long Island City NY 11101
(718) 729-3912
e-mail: dawn@LES2000.com

TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS GOVERN THE USE OF ALL ONLINE SERVICES PROVIDED BY LAW ENFORCEMENT SYSTEMS, INC. ("LES"). YOU MAY NOT USE SUCH SERVICES, OR THE INFORMATION AVAILABLE FROM SUCH SERVICES, WITHOUT FIRST ACCEPTING THESE TERMS AND CONDITIONS.

- 1. SOFTWARE LICENSE; LICENSE TO USE SERVICES AND INFORMATION; RESTRICTIONS ON USE.** For so long as Subscriber subscribes to the applicable LES Services and fully complies with the terms of the Subscriber Agreement, LES shall make available to the Subscriber, from time to time, certain software and modifications and updates to such software (collectively, the "Software") in connection with the Services, in order to access the Information. LES hereby grants Subscriber a limited, revocable, non-exclusive, non-transferable license to use the Software, and to access and use the Information, for internal research and investigative purposes only, and not for resale, for the uses specified by Subscriber in the Subscriber Qualification Process. Subscriber may make one copy of the Software for backup or archival purposes provided that Subscriber duplicates on such backup copy the copyright notice and the other identifying information on the Software. Subscriber must notify LES in writing if it wishes to make any additional copies of the Software so that LES may properly track such Software. Subscriber may download a portion of the Information to a storage device for the purpose of printing Reports. Subscriber shall not sell, copy, reproduce or transfer the Information in bulk or resell the Reports. Subscriber shall not provide access to the Services to any other party. In using the Services and the Information, Subscriber shall comply with all applicable federal and state laws and regulations, including, without limitation, any reporting or use requirements under the FCRA to the extent applicable. If Subscriber breaches these provisions, LES may terminate Subscriber's access to the Services and Information and seek injunction and any other available relief against Subscriber. LES reserves the right to restrict Subscriber's access to certain portions of the Services and Information.
- 2. LES INTELLECTUAL PROPERTY; RIGHT AND TITLE.** The Software and copyright to the printed information supplied by LES and the reports provided to Subscriber by LES containing search results of the Information (the "Reports") are and shall remain the intellectual property of LES and its third party suppliers. Subscribers may print a copy of the documentation from the Software only for its own use for the sole purpose of operating the Software. Subscriber acknowledges that the Software, the Services, the Information and the Reports are proprietary to LES and contain copyrighted material, trade secrets and proprietary information owned by or licensed to LES. Subscriber shall not de-compile, reverse, engineer, disassemble or otherwise reduce the Software to human readable form. Subscriber may not modify, rent, lease, loan, or distribute copies of the Software. Subscriber may not create derivative software based upon any trade secret or proprietary information of LES. Subscriber acknowledges that the license set forth herein is not a sale of LES intellectual property and that LES and its suppliers continue to own all right, title, and interest in and to the Software, Services Information and copyright to the Reports, including but not limited to all rights under applicable intellectual property laws. Subscriber shall use the Services, Information and Reports consistent with such right, title and interest of LES. Subscriber shall obtain no proprietary interest in any of the Services or the Information.
- 3. USER IDENTIFICATION; INQUIRY LOG.** Subscriber shall maintain the confidentiality of its assigned password and user identification number for the Services and shall be responsible for all charges incurred under such number. Each of Subscriber's authorized users shall be assigned a unique user identification name or number ("ID"). The name of each user associated with each ID shall be provided to LES. Subscriber shall insure that no ID assigned to Subscriber's account is used by more than one individual and that users do not otherwise share IDs. Unless Subscriber is a duly constituted law enforcement or government agency, LES reserves the right to maintain and, for any legitimate reason, review logs containing any inquiry details and other activities performed by Subscriber.
- 4. INTELLECTUAL PROPERTY INDEMNITY.** LES shall indemnify, defend and hold Subscriber harmless from and against any and all claims, losses, costs, damages and expenses (including attorney's fees) (collectively "Losses") to the extent arising out of any claim by any third party that the Software violates such party's copyright, trademark or other U.S. intellectual property rights.
- 5. INDEMNITY.** Except to the extent (i) provided in Section 4 above or (ii) arising out of the negligence or willful misconduct of LES, Subscriber shall indemnify, defend, and hold LES harmless from and against any Losses resulting from claims by third parties arising out of Subscriber's use of the Services or the Information in accordance with the general laws of the State of Florida, subject to the limitations of \$100,000.00 or any claim or judgment, or portions thereof, which when totaled with all other claims or judgments paid by the County arising out of the same incident or occurrence, does not exceed the sum of \$200,000.00, as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.
- 6. LIMITATION OF LIABILITY.** Subscriber acknowledges that LES relies on others, including state governments and the compilers and reporters of public records in providing the Services and the Information. THE SERVICES AND THE INFORMATION ARE PROVIDED 'AS IS' AND 'AS AVAILABLE' WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither LES nor any third party source of any Information shall be liable to Subscriber (or to any person or entity claiming through Subscriber) for any damages arising from or caused in whole or in part from (i) errors or omissions in the Services or the Information; (ii) any Interruption in the Services; (iii) LES's or any third party source's negligent acts or omissions in procuring, compiling interpreting, reporting or delivering the Information; or (iv) otherwise in providing the Services. Notwithstanding this paragraph, in the event that LES or any third party source shall be found liable for any damages for any reason relating to Subscriber's use of the Services or the Information, the appropriate measure of such damages shall be the cost paid by Subscriber for the Services and the Information specifically relating to such loss.
- 7. NO CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL EITHER PARTY OR ANY THIRD PARTY SUPPLIER TO LES BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8. EXCUSABLE DELAY.** The availability of Services and Information is subject to interruption and delay ("Excusable Delay") due to causes beyond LES's reasonable control. LES shall not be liable to Subscriber for any Excusable Delay.
- 9. ADVERTISING.** Neither party shall use, in any advertising, sales promotion, publicity or other public or media communications, any trade name, trademark, service mark, or logo owned by the other party, without the written consent of such party.
- 10. PURCHASE ORDER.** If Subscriber's purchase order is used in conjunction with this Agreement, the terms and conditions set forth in this Agreement are made a part of and govern in the event of any conflict with the terms of such purchase order.
- 11. DEFINED TERMS.** Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Subscriber Agreement to which these Terms and Conditions are attached and made a part of.

Subscriber, Title, Date


Dawn M. Carrier, LES

LES requires that you certify your intended use of the information made available to you through our services and that such use is in compliance with the Federal Driver's Privacy Protection Act and other applicable laws governing dissemination of public records. Based on your intended use of such information, LES will either grant you permission to use the service or deny your application. Please specify your intended uses for LES provided data and check all that apply.

- a. Law Enforcement.
- b. Federal, State or local government purposes.
- c. For use by any government agency, including any court of law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.
- d. In connection with any civil, criminal, administrative, or arbitration proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgements and orders, or pursuant to an order of a Federal, State, or local court.
- e. Other Use Not Defined Above: (please describe) _____

In consideration of LES making its Services available, Subscriber agrees to (i) utilize LES provided data only for the purpose(s) specified above; and (ii) request such information only for the Subscriber's exclusive use in the ordinary course of Subscriber's business and not for resale.

I certify that I am authorized to execute the Subscriber Use Certification on behalf of the Subscriber listed below. On behalf of such Subscriber, I certify that the above statements are true and correct. Subscriber acknowledges and agrees that LES may from time to time audit Subscriber's use of LES's Services to ensure that such use is consistent with the intended uses set forth above and with all applicable laws.

(Subscriber, Name of Agency)

By - Title _____

Address, Tele # _____

e-mail, fax # _____

Law Enforcement Systems, Inc.
Subscriber Agreement

This agreement is entered into as of the last date set forth below, by and between Law Enforcement Systems, Inc. ("LES") with its principal address at 40 30-00 47th Avenue, Long Island City, NY 11101 and _____ ("Subscriber") with its principal address at _____ and applies to Subscriber's use of all services provided by LES.

For purposes of this Agreement, all references to LES shall include LES's directors, officers, employees, agents, affiliates and assigns. The services provided by LES shall include, without limitations, all online services, gateway access, customer service and documentation provided by LES from time to time (collectively, the "Services"). All information provided by LES in connection with the Services, including, without limitation, all data, reports and files are collectively referred to as the "Information".

1. **SERVICES.** Based upon the uses which Subscriber has certified to LES on Subscriber's Intended Use Certification (the "Use Certification"), LES shall provide Subscriber with the Services designated by Subscriber from time to time, in consideration for the fees for the Services as set forth in Section 3 pursuant to the attached Terms and Conditions (the "Terms and Conditions") which shall govern Subscriber's use of the Services and the Information. Subscriber shall not use the Information obtained through the Services for credit granting, credit monitoring, account review, insurance underwriting, employment or any other purpose prohibited by the Fair Credit Reporting Act, 15 U.S.C. Sec. 1681, et seq., ("FCRA"), and similar statutes. LES reserves the right to immediately terminate this Agreement and Subscriber's access to the Services and the Information if Subscriber's access to the Services and the Information if Subscriber violates this Section 1 or any other provision of this Agreement or if Subscriber violates this Section

2. **ELIGIBILITY.** Subscriber acknowledges that LES does not provide the Services and Information to the general public. Subscriber represents and warrants that Subscriber is either a (i) a duly constituted law enforcement or other governmental agency, (ii) a company with a genuine and legitimate business need for the Services and the Information for the uses identified by Subscriber in Subscriber's Use Certification; or (iii) licensed professional in good standing. Subscriber shall provide proof of licensure upon request of LES. Subscriber shall use the Services and the Information only in the ordinary course of Subscriber's business in a manner appropriate for such business, for the uses identified to LES by Subscriber in Subscriber's Use Certification. Subscriber shall promptly notify LES of any change in Subscriber's status affecting Subscriber's eligibility to use the Services.

3. **FEES AND CHARGES.** For the Services and the license hereunder, Subscriber shall pay LES the applicable rates announced by LES from time to time either in writing or online or as specifically agreed upon in writing by LES and Subscriber (the "LES Price List"). LES may make changes, additions and deletions to the Services and the Information at any time without prior notice and such changes shall not affect the rate set forth on the LES Price List. LES reserves the right to alter the LES Price List at any time upon fifteen (15) days notice. LES shall invoice Subscriber for all fees and charges incurred and such invoices are due and payable upon receipt.

4. **TERM AND TERMINATION.** This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, if Subscriber breaches this Agreement, LES shall have the right to terminate this Agreement immediately either with notice. Any termination of this Agreement shall not affect any fees or charges then due to LES from Subscriber. Upon any such termination, Subscriber shall cease using the Services and shall delete from Subscriber's computers and other media all copies of any Software provided by LES in connection with this Agreement and return to LES, within ten (10) days thereafter, all Software, manuals and documentation provided in connection with the use of the Services.

5. **NOTICES.** Except for any changes to the LES Price List or as otherwise provided herein, any notice required or permitted to be sent under this Agreement shall be in writing and delivered personally, sent by prepaid regular first-class certified mail return receipt requested, or by overnight courier to the addresses specified above, or such address either party may specify in writing, and shall be effective on the date received.

6. **ASSIGNMENT.** Subscriber may not assign or sublicense this Agreement or any rights hereunder, without the prior written consent to LES

7. **SEVERABILITY.** Should any term or condition of this Agreement be declared illegal or unenforceable, such illegality or unenforceability shall not affect any other term or condition hereof.

8. **SURVIVAL.** The provisions of Section 3, 8 and 10 hereof and Sections 1,2,3,5,6,7 and 8 of the Terms and Conditions shall survive the termination of this Agreement, for any reason.

9. **ENTIRE AGREEMENT.** This Agreement, the LES Price List and the attached Terms and Conditions are the exclusive agreement of the parties with respect to the subject matter hereof and supersede all prior negotiations, representations and statements. This Agreement may be amended only upon the written consent of both parties.

10. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of New York Florida, without reference to its principles of conflicts of laws.

Notwithstanding LES's prior signature, this Agreement does not constitute an offer to provide Services by LES and shall not be binding until Subscriber (i) has been accepted by LES following the Subscriber Qualification Process; and (ii) has been issued a user identification number and password by LES.

SUBSCRIBER

BY/Title _____
Address _____
Phone _____
e-mai: _____

LAW ENFORCEMENT SYSTEMS, INC.

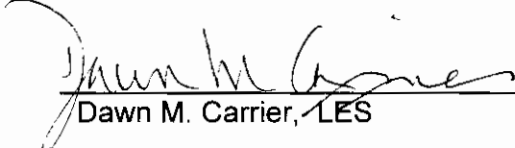
BY/Title Murphy Givens, Vice President
Address 3002 47th Ave
Phone Long Island City, NY 11101
(718) 729-3912
e-mail: law@LES2000.com

TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS GOVERN THE USE OF ALL ONLINE SERVICES PROVIDED BY LAW ENFORCEMENT SYSTEMS, INC. ("LES"). YOU MAY NOT USE SUCH SERVICES, OR THE INFORMATION AVAILABLE FROM SUCH SERVICES, WITHOUT FIRST ACCEPTING THESE TERMS AND CONDITIONS.

- 1. SOFTWARE LICENSE; LICENSE TO USE SERVICES AND INFORMATION; RESTRICTIONS ON USE.** For so long as Subscriber subscribes to the applicable LES Services and fully complies with the terms of the Subscriber Agreement, LES shall make available to the Subscriber, from time to time, certain software and modifications and updates to such software (collectively, the "Software") in connection with the Services, in order to access the Information. LES hereby grants Subscriber a limited, revocable, non-exclusive, non-transferable license to use the Software, and to access and use the Information, for internal research and investigative purposes only, and not for resale, for the uses specified by Subscriber in the Subscriber Qualification Process. Subscriber may make one copy of the Software for backup or archival purposes provided that Subscriber duplicates on such backup copy the copyright notice and the other identifying information on the Software. Subscriber must notify LES in writing if it wishes to make any additional copies of the Software so that LES may properly track such Software. Subscriber may download a portion of the Information to a storage device for the purpose of printing Reports. Subscriber shall not sell, copy, reproduce or transfer the Information in bulk or resell the Reports. Subscriber shall not provide access to the Services to any other party. In using the Services and the Information, Subscriber shall comply with all applicable federal and state laws and regulations, including, without limitation, any reporting or use requirements under the FCRA to the extent applicable. If Subscriber breaches these provisions, LES may terminate Subscriber's access to the Services and Information and seek injunction and any other available relief against Subscriber. LES reserves the right to restrict Subscriber's access to certain portions of the Services and Information.
- 2. LES INTELLECTUAL PROPERTY; RIGHT AND TITLE.** The Software and copyright to the printed information supplied by LES and the reports provided to Subscriber by LES containing search results of the Information (the "Reports") are and shall remain the intellectual property of LES and its third party suppliers. Subscribers may print a copy of the documentation from the Software only for its own use for the sole purpose of operating the Software. Subscriber acknowledges that the Software, the Services, the Information and the Reports are proprietary to LES and contain copyrighted material, trade secrets and proprietary information owned by or licensed to LES. Subscriber shall not de-compile, reverse, engineer, disassemble or otherwise reduce the Software to human readable form. Subscriber may not modify, rent, lease, loan, or distribute copies of the Software. Subscriber may not create derivative software based upon any trade secret or proprietary information of LES. Subscriber acknowledges that the license set forth herein is not a sale of LES intellectual property and that LES and its suppliers continue to own all right, title, and interest in and to the Software, Services Information and copyright to the Reports, including but not limited to all rights under applicable intellectual property laws. Subscriber shall use the Services, Information and Reports consistent with such right, title and interest of LES. Subscriber shall obtain no proprietary interest in any of the Services or the Information.
- 3. USER IDENTIFICATION; INQUIRY LOG.** Subscriber shall maintain the confidentiality of its assigned password and user identification number for the Services and shall be responsible for all charges incurred under such number. Each of Subscriber's authorized users shall be assigned a unique user identification name or number ("ID"). The name of each user associated with each ID shall be provided to LES. Subscriber shall insure that no ID assigned to Subscriber's account is used by more than one individual and that users do not otherwise share IDs. Unless Subscriber is a duly constituted law enforcement or government agency, LES reserves the right to maintain and, for any legitimate reason, review logs containing any inquiry details and other activities performed by Subscriber.
- 4. INTELLECTUAL PROPERTY INDEMNITY.** LES shall indemnify, defend and hold Subscriber harmless from and against any and all claims, losses, costs, damages and expenses (including attorney's fees) (collectively "Losses") to the extent arising out of any claim by any third party that the Software violates such party's copyright, trademark or other U.S. intellectual property rights.
- 5. INDEMNITY.** Except to the extent (i) provided in Section 4 above or (ii) arising out of the negligence or willful misconduct of LES, Subscriber shall indemnify, defend, and hold LES harmless from and against any Losses resulting from claims by third parties arising out of Subscriber's use of the Services or the Information in accordance with the general laws of the State of Florida, subject to the limitations of \$100,000.00 or any claim or judgment, or portions thereof, which when totaled with all other claims or judgments paid by the County arising out of the same incident or occurrence does not exceed the sum of \$200,000.00, as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.
- 6. LIMITATION OF LIABILITY.** Subscriber acknowledges that LES relies on others, including state governments and the compilers and reporters of public records in providing the Services and the Information. THE SERVICES AND THE INFORMATION ARE PROVIDED 'AS IS' AND 'AS AVAILABLE' WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither LES nor any third party source of any Information shall be liable to Subscriber (or to any person or entity claiming through Subscriber) for any damages arising from or caused in whole or in part from (i) errors or omissions in the Services or the Information; (ii) any Interruption in the Services; (iii) LES's or any third party source's negligent acts or omissions in procuring, compiling interpreting, reporting or delivering the Information; or (iv) otherwise in providing the Services. Notwithstanding this paragraph, in the event that LES or any third party source shall be found liable for any damages for any reason relating to Subscriber's use of the Services or the Information, the appropriate measure of such damages shall be the cost paid by Subscriber for the Services and the Information specifically relating to such loss.
- 7. NO CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL EITHER PARTY OR ANY THIRD PARTY SUPPLIER TO LES BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8. EXCUSABLE DELAY.** The availability of Services and Information is subject to interruption and delay ("Excusable Delay") due to causes beyond LES's reasonable control. LES shall not be liable to Subscriber for any Excusable Delay.
- 9. ADVERTISING.** Neither party shall use, in any advertising, sales promotion, publicity or other public or media communications, any trade name, trademark, service mark, or logo owned by the other party, without the written consent of such party.
- 10. PURCHASE ORDER.** If Subscriber's purchase order is used in conjunction with this Agreement, the terms and conditions set forth in this Agreement are made a part of and govern in the event of any conflict with the terms of such purchase order.
- 11. DEFINED TERMS.** Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Subscriber Agreement to which these Terms and Conditions are attached and made a part of.

Subscriber, Title, Date



Dawn M. Carrier, LES

LES requires that you certify your intended use of the information made available to you through our services and that such use is in compliance with the Federal Driver's Privacy Protection Act and other applicable laws governing dissemination of public records. Based on your intended use of such information, LES will either grant you permission to use the service or deny your application. Please specify your intended uses for LES provided data and check all that apply.

- a. Law Enforcement.
- b. Federal, State or local government purposes.
- c. For use by any government agency, including any court of law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.
- d. In connection with any civil, criminal, administrative, or arbitration proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgements and orders, or pursuant to an order of a Federal, State, or local court.
- e. Other Use Not Defined Above: (please describe) _____

In consideration of LES making its Services available, Subscriber agrees to (i) utilize LES provided data only for the purpose(s) specified above; and (ii) request such information only for the Subscriber's exclusive use in the ordinary course of Subscriber's business and not for resale.

I certify that I am authorized to execute the Subscriber Use Certification on behalf of the Subscriber listed below. On behalf of such Subscriber, I certify that the above statements are true and correct. Subscriber acknowledges and agrees that LES may from time to time audit Subscriber's use of LES's Services to ensure that such use is consistent with the intended uses set forth above and with all applicable laws.

(Subscriber, Name of Agency)

By - Title

Address, Tele #

e-mail, fax #

Law Enforcement Systems, Inc.
Subscriber Agreement

This agreement is entered into as of the last date set forth below, by and between Law Enforcement Systems, Inc. ("LES") with its principal address at 40 30-00 47th Avenue, Long Island City, NY 11101 and _____ ("Subscriber") with its principal address at _____ and applies to Subscriber's use of all services provided by LES.

For purposes of this Agreement, all references to LES shall include LES's directors, officers, employees, agents, affiliates and assigns. The services provided by LES shall include, without limitations, all online services, gateway access, customer service and documentation provided by LES from time to time (collectively, the "Services"). All information provided by LES in connection with the Services, including, without limitation, all data, reports and files are collectively referred to as the "Information".

1. **SERVICES.** Based upon the uses which Subscriber has certified to LES on Subscriber's Intended Use Certification (the "Use Certification"), LES shall provide Subscriber with the Services designated by Subscriber from time to time, in consideration for the fees for the Services as set forth in Section 3 pursuant to the attached Terms and Conditions (the "Terms and Conditions") which shall govern Subscriber's use of the Services and the Information. Subscriber shall not use the Information obtained through the Services for credit granting, credit monitoring, account review, insurance underwriting, employment or any other purpose prohibited by the Fair Credit Reporting Act, 15 U.S.C. Sec. 1681, et seq., ("FCRA"), and similar statutes. LES reserves the right to immediately terminate this Agreement and Subscriber's access to the Services and the Information if Subscriber's access to the Services and the Information if Subscriber violates this Section 1 or any other provision of this Agreement or if Subscriber violates this Section

2. **ELIGIBILITY.** Subscriber acknowledges that LES does not provide the Services and Information to the general public. Subscriber represents and warrants that Subscriber is either a (i) a duly constituted law enforcement or other governmental agency, (ii) a company with a genuine and legitimate business need for the Services and the Information for the uses identified by Subscriber in Subscriber's Use Certification; or (iii) licensed professional in good standing. Subscriber shall provide proof of licensure upon request of LES. Subscriber shall use the Services and the Information only in the ordinary course of Subscriber's business in a manner appropriate for such business, for the uses identified to LES by Subscriber in Subscriber's Use Certification. Subscriber shall promptly notify LES of any change in Subscriber's status affecting Subscriber's eligibility to use the Services.

3. **FEES AND CHARGES.** For the Services and the license hereunder, Subscriber shall pay LES the applicable rates announced by LES from time to time either in writing or online or as specifically agreed upon in writing by LES and Subscriber (the "LES Price List"). LES may make changes, additions and deletions to the Services and the Information at any time without prior notice and such changes shall not affect the rate set forth on the LES Price List. LES reserves the right to alter the LES Price List at any time upon fifteen (15) days notice. LES shall invoice Subscriber for all fees and charges incurred and such invoices are due and payable upon receipt.

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10. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of New York Florida, without reference to its principles of conflicts of laws.

Notwithstanding LES's prior signature, this Agreement does not constitute an offer to provide Services by LES and shall not be binding until Subscriber (i) has been accepted by LES following the Subscriber Qualification Process; and (ii) has been issued a user identification number and password by LES.

SUBSCRIBER

BY/Title _____
Address _____
Phone _____
e-mail: _____

LAW ENFORCEMENT SYSTEMS, INC.

BY/Title James M. Capner Vice President
Address 30-00 47th Ave. Long Island City
Phone NY 11101
(718) 729-3512
e-mail: James@LES2000.com

TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS GOVERN THE USE OF ALL ONLINE SERVICES PROVIDED BY LAW ENFORCEMENT SYSTEMS, INC. ("LES"). YOU MAY NOT USE SUCH SERVICES, OR THE INFORMATION AVAILABLE FROM SUCH SERVICES, WITHOUT FIRST ACCEPTING THESE TERMS AND CONDITIONS.

1. SOFTWARE LICENSE; LICENSE TO USE SERVICES AND INFORMATION; RESTRICTIONS ON USE. For so long as Subscriber subscribes to the applicable LES Services and fully complies with the terms of the Subscriber Agreement, LES shall make available to the Subscriber, from time to time, certain software and modifications and updates to such software (collectively, the "Software") in connection with the Services, in order to access the Information. LES hereby grants Subscriber a limited, revocable, non-exclusive, non-transferable license to use the Software, and to access and use the Information, for internal research and investigative purposes only, and not for resale, for the uses specified by Subscriber in the Subscriber Qualification Process. Subscriber may make one copy of the Software for backup or archival purposes provided that Subscriber duplicates on such backup copy the copyright notice and the other identifying information on the Software. Subscriber must notify LES in writing if it wishes to make any additional copies of the Software so that LES may properly track such Software. Subscriber may download a portion of the Information to a storage device for the purpose of printing Reports. Subscriber shall not sell, copy, reproduce or transfer the Information in bulk or resell the Reports. Subscriber shall not provide access to the Services to any other party. In using the Services and the Information, Subscriber shall comply with all applicable federal and state laws and regulations, including, without limitation, any reporting or use requirements under the FCRA to the extent applicable. If Subscriber breaches these provisions, LES may terminate Subscriber's access to the Services and Information and seek injunction and any other available relief against Subscriber. LES reserves the right to restrict Subscriber's access to certain portions of the Services and Information.

2. LES INTELLECTUAL PROPERTY; RIGHT AND TITLE. The Software and copyright to the printed information supplied by LES and the reports provided to Subscriber by LES containing search results of the Information (the "Reports") are and shall remain the intellectual property of LES and its third party suppliers. Subscribers may print a copy of the documentation from the Software only for its own use for the sole purpose of operating the Software. Subscriber acknowledges that the Software, the Services, the Information and the Reports are proprietary to LES and contain copyrighted material, trade secrets and proprietary information owned by or licensed to LES. Subscriber shall not de-compile, reverse, engineer, disassemble or otherwise reduce the Software to human readable form. Subscriber may not modify, rent, lease, loan, or distribute copies of the Software. Subscriber may not create derivative software based upon any trade secret or proprietary information of LES. Subscriber acknowledges that the license set forth herein is not a sale of LES intellectual property and that LES and its suppliers continue to own all right, title, and interest in and to the Software, Services Information and copyright to the Reports, including but not limited to all rights under applicable intellectual property laws. Subscriber shall use the Services, Information and Reports consistent with such right, title and interest of LES. Subscriber shall obtain no proprietary interest in any of the Services or the Information.

3. USER IDENTIFICATION; INQUIRY LOG. Subscriber shall maintain the confidentiality of its assigned password and user identification number for the Services and shall be responsible for all charges incurred under such number. Each of Subscriber's authorized users shall be assigned a unique user identification name or number ("ID"). The name of each user associated with each ID shall be provided to LES. Subscriber shall insure that no ID assigned to Subscriber's account is used by more than one individual and that users do not otherwise share IDs. Unless Subscriber is a duly constituted law enforcement or government agency, LES reserves the right to maintain and, for any legitimate reason, review logs containing any inquiry details and other activities performed by Subscriber.

4. INTELLECTUAL PROPERTY INDEMNITY. LES shall indemnify, defend and hold Subscriber harmless from and against any and all claims, losses, costs, damages and expenses (including attorney's fees) (collectively "Losses") to the extent arising out of any claim by any third party that the Software violates such party's copyright, trademark or other U.S. intellectual property rights.

5. INDEMNITY. Except to the extent (i) provided in Section 4 above or (ii) arising out of the negligence or willful misconduct of LES, Subscriber shall indemnify, defend, and hold LES harmless from and against any Losses resulting from claims by third parties arising out of Subscriber's use of the Services or the Information in accordance with the general laws of the State of Florida, subject to the limitations of \$100,000.00 or any claim or judgment, or portions thereof, which when totaled with all other claims or judgments paid by the County arising out of the same incident or occurrence, does not exceed the sum of \$200,000.00, as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.

6. LIMITATION OF LIABILITY. Subscriber acknowledges that LES relies on others, including state governments and the compilers and reporters of public records in providing the Services and the Information. THE SERVICES AND THE INFORMATION ARE PROVIDED 'AS IS' AND 'AS AVAILABLE' WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither LES nor any third party source of any Information shall be liable to Subscriber (or to any person or entity claiming through Subscriber) for any damages arising from or caused in whole or in part from (i) errors or omissions in the Services or the Information; (ii) any Interruption in the Services; (iii) LES's or any third party source's negligent acts or omissions in procuring, compiling interpreting, reporting or delivering the Information; or (iv) otherwise in providing the Services. Notwithstanding this paragraph, in the event that LES or any third party source shall be found liable for any damages for any reason relating to Subscriber's use of the Services or the Information, the appropriate measure of such damages shall be the cost paid by Subscriber for the Services and the Information specifically relating to such loss.

7. NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY OR ANY THIRD PARTY SUPPLIER TO LES BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

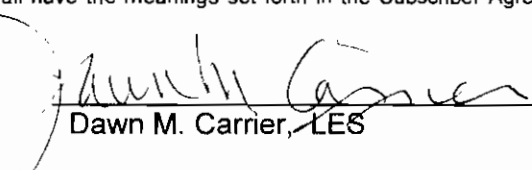
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9. ADVERTISING. Neither party shall use, in any advertising, sales promotion, publicity or other public or media communications, any trade name, trademark, service mark, or logo owned by the other party, without the written consent of such party.

10. PURCHASE ORDER. If Subscriber's purchase order is used in conjunction with this Agreement, the terms and conditions set forth in this Agreement are made a part of and govern in the event of any conflict with the terms of such purchase order.

11. DEFINED TERMS. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Subscriber Agreement to which these Terms and Conditions are attached and made a part of.

Subscriber, Title, Date



Dawn M. Carrier, LES

DMVRegInfo.com Subscriber Use Certification Law Enforcement Systems, Inc.

LES requires that you certify your intended use of the information made available to you through our services and that such use is in compliance with the Federal Driver's Privacy Protection Act and other applicable laws governing dissemination of public records. Based on your intended use of such information, LES will either grant you permission to use the service or deny your application. Please specify your intended uses for LES provided data and check all that apply.

- a. Law Enforcement.
- b. Federal, State or local government purposes.
- c. For use by any government agency, including any court of law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.
- d. In connection with any civil, criminal, administrative, or arbitration proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgements and orders, or pursuant to an order of a Federal, State, or local court.
- e. Other Use Not Defined Above: (please describe) _____

In consideration of LES making its Services available, Subscriber agrees to (i) utilize LES provided data only for the purpose(s) specified above; and (ii) request such information only for the Subscriber's exclusive use in the ordinary course of Subscriber's business and not for resale.

I certify that I am authorized to execute the Subscriber Use Certification on behalf of the Subscriber listed below. On behalf of such Subscriber, I certify that the above statements are true and correct. Subscriber acknowledges and agrees that LES may from time to time audit Subscriber's use of LES's Services to ensure that such use is consistent with the intended uses set forth above and with all applicable laws.

(Subscriber, Name of Agency)

By - Title _____

Address, Tele # _____

e-mail, fax # _____

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

Blue Sheet No. 20060936-UTL

1. Action Requested/Purpose:

Approve final acceptance as a donation of water main and gravity main extension serving *Country Lakes, Phase II* to provide potable water service, fire protection and sanitary sewer service to this phase of this mobile home subdivision. This is a Developer Contributed asset project located approximately 3,000' north of Lockett Road and approximately 1,200' west of Country Lakes Drive.

2. What Action Accomplishes:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

3. Management Recommendation:

Approval.

4. Departmental Category: 10

C10A

5. Meeting Date:

08-29-2006

6. Agenda:

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

7. Requirement/Purpose (specify)

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

8. Request Initiated:

Commissioner
Department **Public Works**
Division **Utilities**
By: *Douglas Meurer* 8/10/2006
Douglas Meurer, P.E., Director

9. Background:

The Board granted permission to construct on 09-14-04, Blue Sheet #20041106.
The installation has been inspected for conformance to the Lee County Utilities Operations Manual. Satisfactory pressure and bacteriological testing has been completed.
Record drawings have been received.
Engineer's Certification of Completion has been provided—copy attached.
Project Location Map—copy attached.
Warranty has been provided—copy attached.
Waiver of Lien has been provided—copy attached.
Certification of Contributed Assets has been provided—copy attached.
100% of the connection fees have been paid.
No Funds required.

SECTION 10 TOWNSHIP 44S RANGE 25E DISTRICT # 5 COMMISSIONER ALBION

10. Review for Scheduling

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>J. Lavender</i> Date: 8-14-06	N/A	N/A	<i>R.O.</i> T. Osterhout Date: 8/10	<i>S. Covert</i> Date: 8-15-06	<i>ebw</i> 8-15-06	<i>js</i> 8/15/06		<i>J. Lavender</i> Date: 8-14-06	

11. Commission Action:

- Approved**
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN.
8-15-06 9:30
E.W. 12:00
COUNTY ADMIN
FORWARDED TO: [initials]
[initials]

County CoAtty
Date: 8/14/06
Time: 3:50pm
Forwarded To:
Admin [initials]
[initials]

RESOLUTION NO.

RESOLUTION ESTABLISHING UTILITY ACCEPTANCE OF
DEVELOPER CONTRIBUTED ASSETS
IN LEE COUNTY, FLORIDA

WHEREAS, it is the desire of "Country Lakes Development Co.", owner of record, to make a contribution to Lee County Utilities of water facilities (a water main extension, potable water service, fire protection), and sewer facilities (a gravity main extension, and sanitary sewer), serving "COUNTRY LAKES, PHASE II"; and,

WHEREAS, Lee County Utilities requires proof of a Release of Lien, a Warranty (one-year) on all labor and materials, an accurate value of contributed assets, and right-of-way and/or easement-indemnity granted for all systems being contributed to Lee County Utilities; and,

WHEREAS, all of the above information has been received and approved as complete by Lee County Utilities; and,

WHEREAS, Lee County Utilities has recommended to the Board of County Commissioners that the above-named system be accepted for ownership, operation, and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that the above facilities, for a contributed value of **\$136,360.00** is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was offered by Commissioner _____ who moved for its adoption. The motion was seconded by Commissioner _____ and, upon being put to a vote, the vote was as follows:

- Commissioner Bob Janes: _____ (1)
- Commissioner Douglas St. Cerny: _____ (2)
- Commissioner Ray Judah: _____ (3)
- Commissioner Tammara Hall: _____ (4)
- Commissioner John Albion: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
TAMMARA HALL, CHAIRWOMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20060936-UTL

COPY

LETTER OF COMPLETION

DATE: 3/1/2005

Department of Lee County Utilities
Division of Engineering
Post Office Box 398
Fort Myers, FL 33902

Gentlemen:

This is to certify that the water distribution and gravity collection systems located in
COUNTRY LAKES II
(Name of Development)

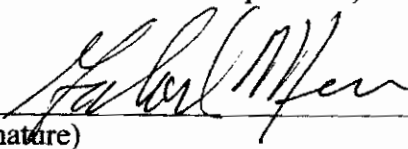
were designed by mc and have been constructed in conformance with:
the approved plans and the approved specifications

Upon completion of the work, we observed the following successful tests of the facilities:

**Bacteriological Test , Pressure Test(s) - Water Main , Low Pressure Test(s) - Gravity Main
and TV Inspection, Mandrill - Gravity Main**

Very truly yours,

INK ENGINEERING, A DIVISION OF LBFH, INC.
(Owner or Name of Corporation)



(Signature)

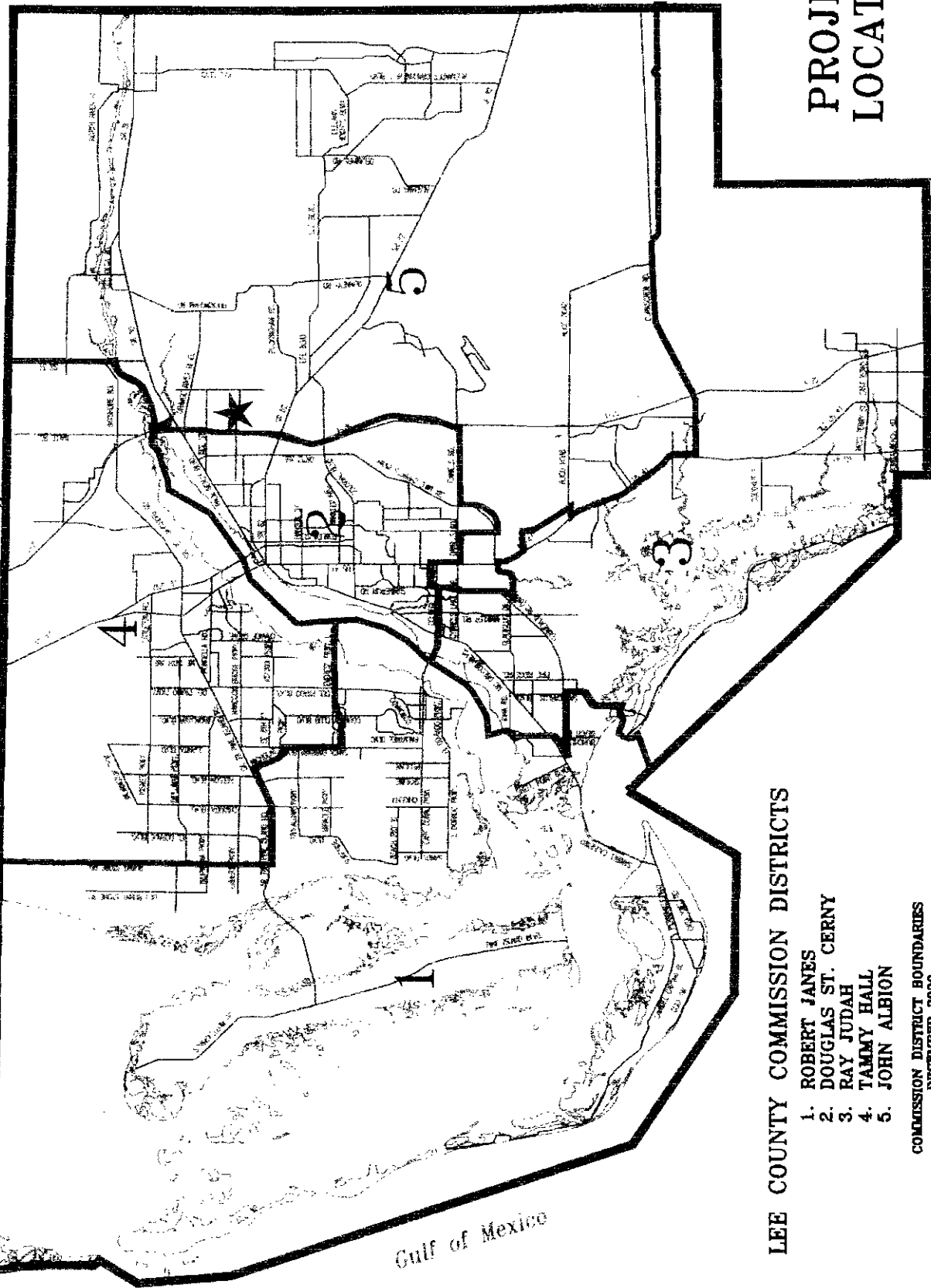
GORDON MEIERS, P.E. - VICE PRESIDENT
(Title)

(Seal of Engineering Firm)



PROJECT
LOCATION

COUNTRY LAKES, PHASE 2
10-44-25-00-00008.0000
COMMISSION DISTRICT #5 - ALBION



LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

COUNTRY LAKES - PHASE 2

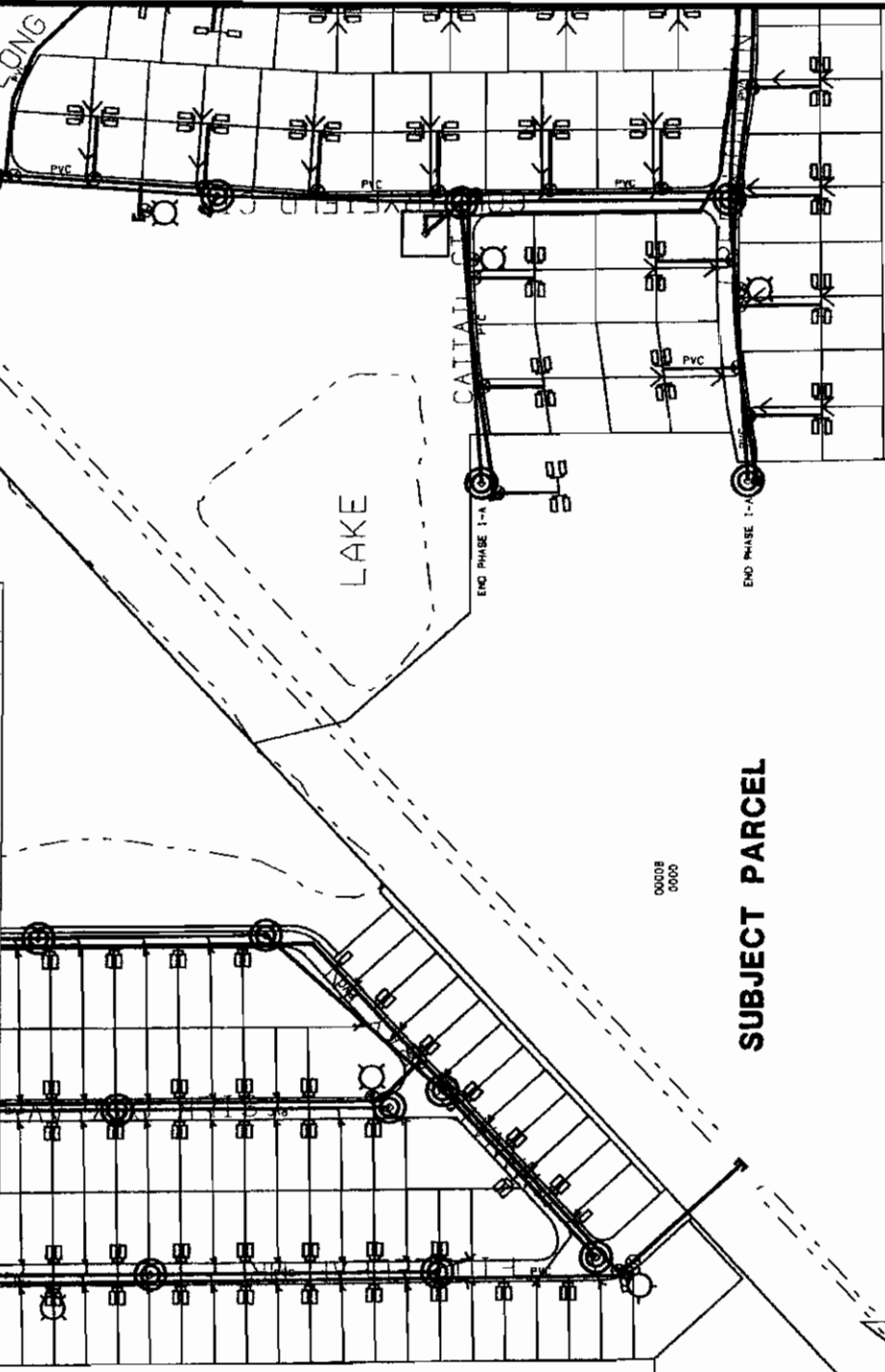
COMMISSION DISTRICT #5 - ALBION

NOTE: THIS INFORMATION IS FOR INFORMATION ONLY. DISTANCES DO NOT SHOW DISTANCES. 7/15/88

1-75

1-75

1-75



00008
00000

SUBJECT PARCEL



10-44-25-00-00008.0000 CREEKWOOD LANE & CATTAIL COURT

COPY

11.2

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and/or sewer systems of Country Lakes Phase II to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County Board of County Commissioners. The undersigned parties further agree that they will, at their own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty-Guaranty

It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.

Cabana Construction Company, Inc.
(NAME OF OWNER/CONTRACTOR)

BY: *Kenneth Cabana*
(SIGNATURE OF OWNER/CONTRACTOR)

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 24 th day of FEB, 2005 by Kenneth Cabana who is personally known to me - , and who did not take an oath.

Elizabeth O. Pettit
Notary Public Signature

Elizabeth O. Pettit
Printed Name of Notary Public



(Notary Seal & Commission Number)

RECEIVED APR 18 2005

COPY

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of Sixty-Five Thousand five hundred sixty (\$65,560.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Bundschu Kraft on the job of Country Lakes Phase II to the following described property:

<u>Country Lakes Phase II</u> (Name of Development/Project)	<u>sanitary sewer system</u> (Facilities Constructed)
<u>Creekwood Lane & Cattail Court Ft. Myers</u> (Location) (Please provide full name and location of development and a description of the utility system constructed).	<u>10 44 25-12-0000C.00CE</u> (Strap # or Section, Township & Range)

Dated on: July 21, 2006

By: <u><i>Kenneth Cabana</i></u> (Signature of Authorized Representative)	<u>Cabana Construction Company, Inc.</u> (Name of Firm or Corporation)
--	---

By: <u>Kenneth Cabana</u> (Print Name of Authorized Representative)	<u>P.O. Box 60639</u> (Address of Firm or Corporation)
--	---

<u>Phone #: (239)332-1665 Ext.15</u>	<u>Ft. Myers, FL 33906-</u> (City, State & Zip Of Firm Or Corporation)
--------------------------------------	---

Fax#: (239)332-4836

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 21 st day of JULY, 2006 by Kenneth Cabana who is personally known to me - and who did not take an oath.



Elizabeth O. Pettit
(Notary Public Signature)

Elizabeth O. Pettit
(Printed Name of Notary Public)

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

Blue Sheet No. 20060969-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution as a donation of one 4" diameter sanitary sewage force main connection serving *CKC Office Building*, to provide sanitary sewer to this recently constructed commercial building. This is a Developer Contributed asset project located on the northeast corner of Stringfellow Road and Avenue A.

2. What Action Accomplishes:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

3. Management Recommendation:

Approval.

4. Departmental Category: 10

C10B

5. Meeting Date:

08-29-2006

6. Agenda:

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

7. Requirement/Purpose (specify)

- Statute
- Ordinance
- Admin. Code
- Other Approval

8. Request Initiated:

Commissioner _____
 Department Public Works
 Division Utilities
 By: *Douglas Meurer* 8/10/06
Douglas Meurer, P.E., Director

9. Background:

Single sewer service connections do not require permission to construct by the Board, therefore, no previous Blue Sheet number is provided.

The installation has been inspected for conformance to the Lee County Utilities Operations Manual.

Satisfactory pressure and bacteriological testing has been completed.

Record drawings have been received.

Engineer's Certification of Completion has been provided—copy attached.

Project Location Map—copy attached.

Warranty has been provided—copy attached.

Waiver of Lien has been provided—copy attached.

Certification of Contributed Assets has been provided—copy attached.

100% of the connection fees have been paid.

Potable water service is provided by Greater Pine Island Water Association.

No funds required.

SECTION 28 TOWNSHIP 44S RANGE 22E DISTRICT #1 COMMISSIONER JANES

10. Review for Scheduling

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>J. Lavender</i> Date: 8-14-06	N/A	N/A	<i>T.O.</i> T. Osterhout Date: 8/10	<i>S. Coovert</i> S. Coovert Date: 8-15-06	<i>ebw</i> 8-15-06	<i>8/15/06</i>		<i>8/16/06</i>	<i>J. Lavender</i> Date: 8-14-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:
8-15-06 9:30
" EW 12:00
COUNTY ADMIN FORWARDED TO:

RECEIVED BY COATTY
Date: 8/14/06
Time: 3:50pm
FORWARDED TO:
Admin 8/15/06 J.P.

RESOLUTION NO.

RESOLUTION ESTABLISHING UTILITY ACCEPTANCE OF
DEVELOPER CONTRIBUTED ASSETS
IN LEE COUNTY, FLORIDA

WHEREAS, it is the desire of **“CKC Investments, LLC”**, owners of record, to make a contribution to Lee County Utilities of sewer facilities (one 4” diameter sanitary sewage force main connection), serving **“CKC OFFICE BUILDING”**; and,

WHEREAS, Lee County Utilities requires proof of a Release of Lien, a Warranty (one-year) on all labor and materials, an accurate value of contributed assets, and right-of-way and/or easement-indemnity granted for all systems being contributed to Lee County Utilities; and,

WHEREAS, all of the above information has been received and approved as complete by Lee County Utilities; and,

WHEREAS, Lee County Utilities has recommended to the Board of County Commissioners that the above-named system be accepted for ownership, operation, and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that the above facilities, for a contributed value of **\$6,225.00** is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was offered by Commissioner who moved for its adoption. The motion was seconded by Commissioner _____ and, upon being put to a vote, the vote was as follows:

- Commissioner Bob Janes: _____ (1)
- Commissioner Douglas St. Cerny: _____ (2)
- Commissioner Ray Judah: _____ (3)
- Commissioner Tammara Hall: _____ (4)
- Commissioner John Albion: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
TAMMARA HALL, CHAIRWOMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20060969-UTL

LETTER OF COMPLETION

DATE: 7/6/2006

Department of Lee County Utilities
Division of Engineering
Post Office Box 398
Fort Myers, FL 33902

Gentlemen:

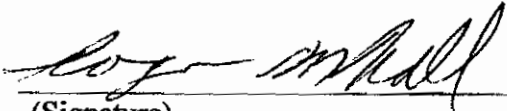
This is to certify that the **force main extension/connection** located at
CKC Office Building
(Name of Development/Project)

was designed by me and has been constructed in conformance with:
the revised plans, attached and the revised specifications, attached

Upon completion of the work, we observed the following successful tests of the facilities:
Lift Station Start-up

Very truly yours,

R 2 Self Inc.
(Owner or Name of Corporation/Firm)

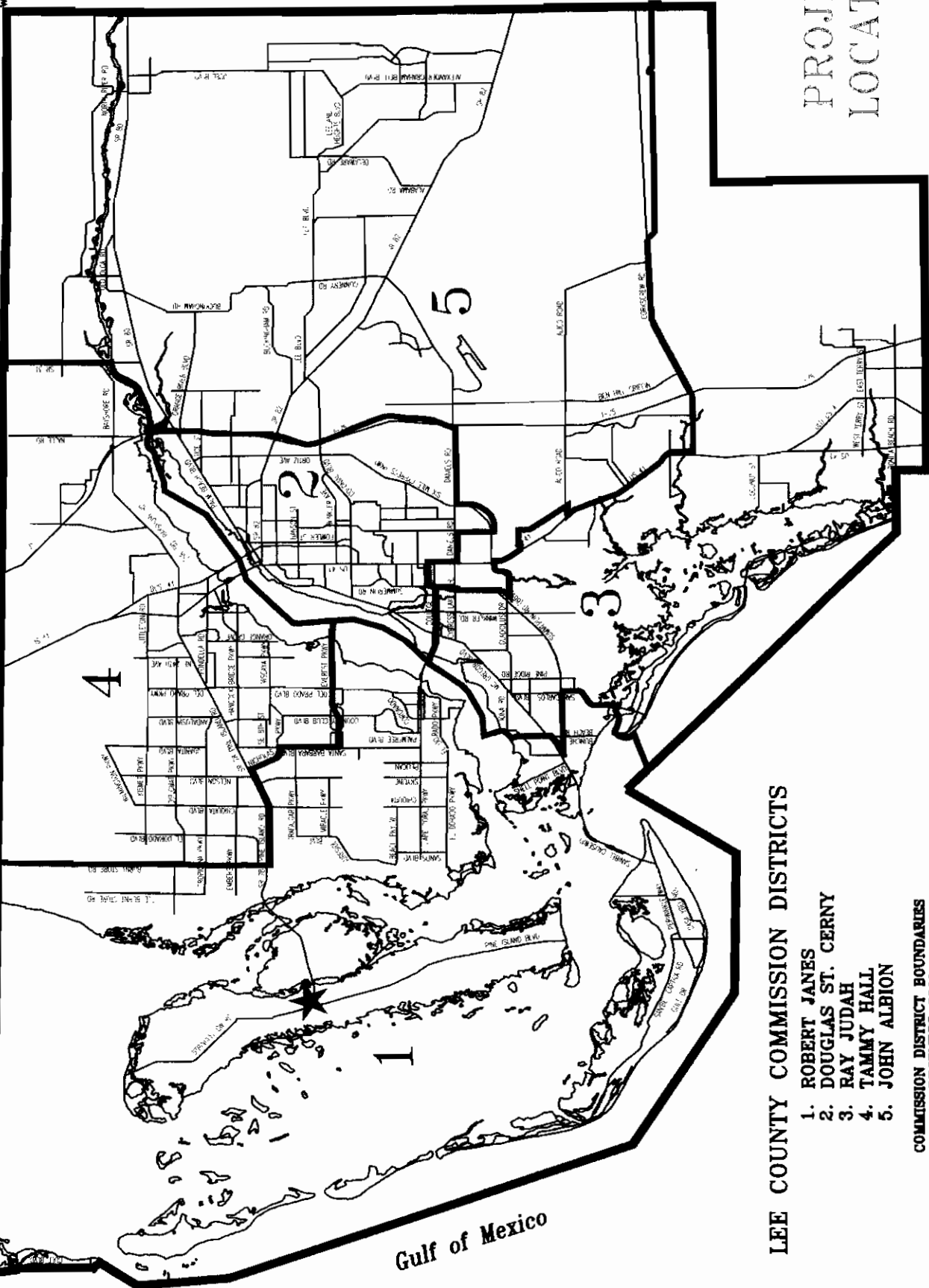
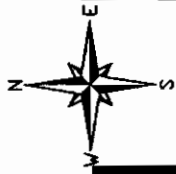

(Signature)

Roger M. Nall P.E. Reg No. 62823
(Name and Title)

R2 SELF, INC
Engineering Business
No. 26511
12811 Kenwood Ln. Suite 205
Fort Myers, FL 33907

(Seal of Engineering Firm)

CKC OFFICE BUILDING
 28-44-22-02-0000B.0150
 COMMISSION DISTRICT # 1 - ROBERT JANES



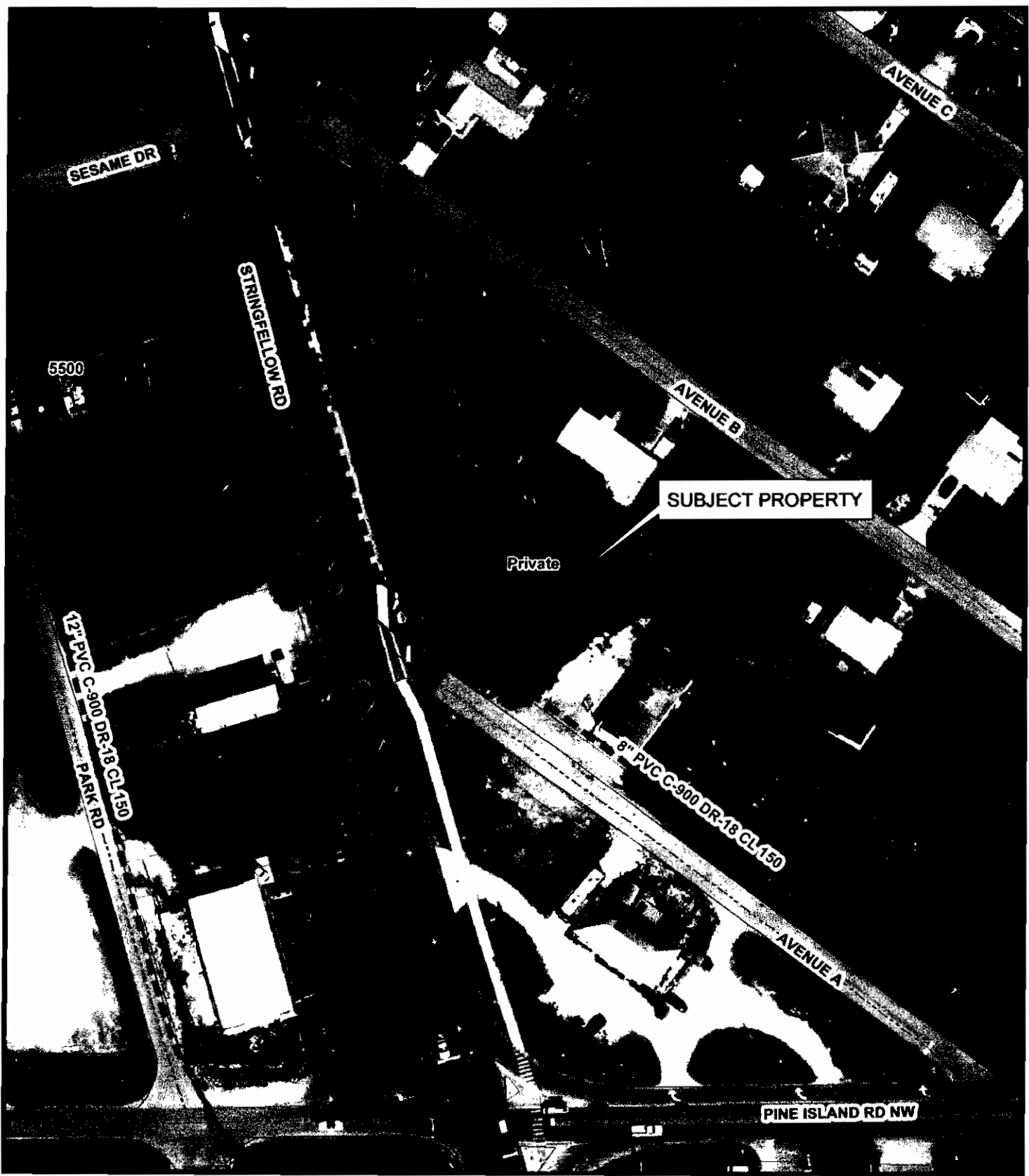
LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
 DECEMBER 2000

PROJECT
 LOCATION

Gulf of Mexico



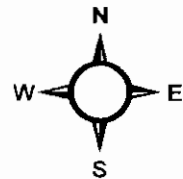
UTILITIES



LEE COUNTY

COPY

28-44-22-02-0000B.0150
CKC OFFICE BUILDING



**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of Six Thousand Two Hundred Twenty-Five and 00/100 (6,225.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to on the job of CKC OFFICE BUILDING to the following described property:

CKC OFFICE BUILDING
(Name of Development/Project)

5524 AVENUE A
(Location)

Force Main

(Facilities Constructed)

28-44-22-02-0000B.0150
(Strap # or Section, Township & Range)

Dated on: 7/6, 2006

By: Dan Honc
(Signature of Authorized Representative)

Honc Septic and Grading Inc.
(Name of Firm or Corporation)

By: Dan Honc
(Print Name of Authorized Representative)

10101 Mallory Pkwy E.
(Address of Firm or Corporation)

Title: President

St. James City - FL 33956
(City, State & Zip Of Firm Or Corporation)

Phone #: (239) 283 - 5454 Ext.

Fax#: (239) 283 - 7977

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 6 day of July, 2006 by Dan Honc who is personally known to me - _____, and who did not take an oath.

Diane Honas
(Notary Public Signature)

(Notary Seal & Commission Number)

Diane Honas
(Printed Name of Notary Public)



DIANE HONAS
MY COMMISSION # DD 427886
EXPIRES: June 11, 2009
Bonded Thru Budget Notary Services

I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

Dan Honc
(Signature of Certifying Agent)

Dan Honc, President
(Name & Title of Certifying Agent)

Honc Septic and Grading Inc.
(Name of Firm or Corporation)

10101 Mallory Parkway E.
(Address of Firm or Corporation)

St. James City, FL 33956

STATE OF Florida)
) SS:
COUNTY OF Lee)

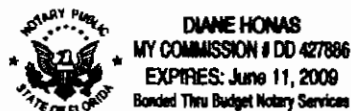
The foregoing instrument was signed and acknowledged before me this 6 day of July, 2006 by Dan Honc who has produced the following as identification - DL license, and who did not take an oath.

Diane Honas
Notary Public Signature

Diane Honas
Printed Name of Notary Public

DD 427886
Notary Commission Number

(NOTARY SEAL)



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

Blue Sheet No. 20060970-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one (1) Utility Easements, as a donation of two (2) 6" diameter fire lines serving *Unity General Distributors* to provide fire protection to this recently constructed commercial building. This is a Developer Contributed asset project located on the west side of Metro Parkway approximately 1/2 mile north of Daniels Parkway.

2. What Action Accomplishes:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

3. Management Recommendation:

Approval.

4. Departmental Category: 10		C10C	5. Meeting Date:	08-29-2006
6. Agenda:	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute	8. Request Initiated:	
	<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance		
	<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code		
	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other		
<input type="checkbox"/> Walk-On	<input type="checkbox"/> Approval	Commissioner		Public Works
		Department		Utilities
		Division		Utilities
		By: <i>Douglas Meurer</i>		8/10/2006
		Douglas Meurer, P.E. Utilities Director		

9. Background:

Fire lines do not require permission to construct by the Board, therefore, no previous Blue Sheet number is provided.

The installation has been inspected for conformance to the Lee County Utilities Operations Manual.

Satisfactory pressure and bacteriological testing has been completed.

Record drawings have been received.

Engineer's Certification of Completion has been provided—copy attached.

Project Location Map—copy attached.

Warranty has been provided—copy attached.

Waiver of Lien has been provided—copy attached.

Certification of Contributed Assets has been provided—copy attached.

Potable water and Sanitary sewer service is provided by Lee County Utilities via existing infrastructure located within the Metro Parkway right-of-way.

Funds are available for recording fees in account number OD5360748700.504930.

SECTION 19 TOWNSHIP 45S RANGE 25E DISTRICT #2 COMMISSIONER ST. CERNY

10. Review for Scheduling

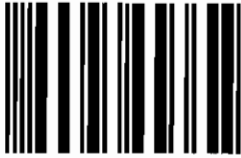
Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>J. Lavender</i> Date: 8/14/06	N/A	N/A	<i>T.O.</i> T. Osterhout Date: 8/10	<i>S. Coovert</i> Date: 8/10	<i>J. Lavender</i> 8/12/06	<i>J. Lavender</i> 8/12/06		<i>J. Lavender</i> 8/16/06	<i>J. Lavender</i> Date: 8-14-06

11. Commission Action:

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

RECEIVED BY COUNTY ADMIN:	
8-15-06	9:30
" EW	12:00
COUNTY ADMIN FORWARDED TO:	
[Signature]	

Rec. by CoAtty
Date: 8/14/06
Time: 3:50pm
Forwarded To:
Admin 8/15/06



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
 (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300
 DR-219
 R. 07/98

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9

1. Parcel Identification Number
 (If Parcel ID not available
 please call County Property
 Appraiser's Office) →

1945251000000060

2. Mark (x) all
 that apply

Multi-parcel
 transaction? →

Transaction is a split
 or cutout from
 another parcel? →

Property was improved
 with building(s) at time
 of sale/transfer? →

3. Grantor (Seller):

BS 20060970

EASEMENT:

UNITY GENERAL INVESTMENTS, INC

Last

First

MI

Corporate Name (if applicable)

2860 W 3RD CT

HIALEAH,

FL

33010

Mailing Address

City

State

Zip Code

Phone No.

4. Grantee (Buyer):

DOUGLAS L. MEURER, P.E.

UTIL DIR

FOR LEE CO. BD. OF CO. COMMISSIONERS

Last

First

MI

Corporate Name (if applicable)

P. O. BOX 398

FT. MYERS

FL

33902

(2394798181

Mailing Address

City

State

Zip Code

Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

8

/

2006

\$

00

Property

Located in

Lee

Month

Day

Year

(Round to the nearest dollar.)

6. Type of Document

Contract/Agreement
 for Deed

Other

7. Are any mortgages on the property? If "Yes",
 outstanding mortgage balance:

YES

NO

Warranty
 Deed

Quit Claim
 Deed

(Round to the nearest dollar.) \$

00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer
 such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights?
 Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES

NO

9. Was the sale/transfer financed? YES / NO If "Yes", please indicate type or types of financing:

Conventional

Seller Provided

Agreement or
 Contract for Deed

Other

10. Property Type:
 Mark (x) all
 that apply

Residential

Commercial

Industrial

Agricultural

Institutional/
 Miscellaneous

Government

Vacant

Acreage

Timeshare

11. To the best of your knowledge, was personal property
 included in the sale/transfer? If "Yes", please state the
 amount attributable to the personal property. (Round to the nearest dollar.)

YES

NO

\$

Cents

00

12. Amount of Documentary Stamp Tax →

\$

70

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

YES

NO

Under penalties of perjury I declare that I have read the foregoing return and that the facts stated in it are true; if prepared by someone other
 than the taxpayer his/her declaration is based on all information of which he/her has any knowledge

Signature of Grantor or Grantee or Agent

Douglas L. Meurer

Date

8/10/2006

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE WILL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY
 OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
This copy to Property Appraiser	
O. R. Book and Page Number and File Number	<input type="text"/>
Date Recorded	<input type="text"/>
Month / Day / Year	

This copy to Property Appraiser



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
 (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

1. Parcel Identification Number
 (If Parcel ID not available
 please call County Property
 Appraiser's Office) →

0 1 2 3 4 5 6 7 8 9

0123456789

19452510000000060

2. Mark (x) all
 that apply

Multi-parcel
 transaction? →

Transaction is a split
 or cutout from
 another parcel? →

Property was improved
 with building(s) at time
 of sale/transfer? →

BS 20060970

EASEMENT:

UNITY GENERAL INVESTMENTS, INC

3. Grantor (Seller):

Last
 2860 W 3RD CT

First MI
 HIALEAH, FL

Corporate Name (if applicable)
 33010

4. Grantee (Buyer):

Mailing Address
 DOUGLAS L. MEURER, P.E.
 Last
 P. O. BOX 398

City MI
 UTIL DIR
 FT. MYERS

State Zip Code Phone No.
 FOR LEE CO. BD. OF CO. COMMISSIONERS
 FL 33902 (239) 4798181

5. Date of Sale/Transfer

8 2006 \$

Sale/Transfer Price

. 00 Property Located In 46 County Code

6. Type of Document
 Contract/Agreement for Deed Other
 Warranty Deed
 Quit Claim Deed

7. Are any mortgages on the property? If "Yes",
 outstanding mortgage balance:
 (Round to the nearest dollar.) \$

YES NO
 . 00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer
 such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights?
 Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES NO

9. Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing:

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type:
 Mark (x) all
 that apply

Residential Commercial Industrial Agricultural Institutional/ Miscellaneous Government Vacant Acreage Timeshare

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.)

YES NO \$. 00
 \$ 0.70

12. Amount of Documentary Stamp Tax →

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes? YES NO

Under penalties of perjury I declare that I have read the foregoing return and that the facts stated in it are true if prepared by someone other than the taxpayer; his/her declaration is based on all information of which he/her has any knowledge

Signature of Grantor or Grantee or Agent [Signature] Date 8/10/2006

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$20 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

To be completed by the Clerk of the Circuit Court's Office		Clerks Date Stamp	
This copy to Department of Revenue			
O. R. Book and Page Number and File Number	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date Recorded	<input type="text"/>	<input type="text"/>	<input type="text"/>
Month	Day	Year	

This copy to Department of Revenue

RESOLUTION NO.

RESOLUTION ESTABLISHING UTILITY ACCEPTANCE OF
DEVELOPER CONTRIBUTED ASSETS
IN LEE COUNTY, FLORIDA

WHEREAS, it is the desire of "Unity General Investments, Inc.", owner of record, to make a contribution to Lee County Utilities of water facilities (two, six inch diameter fire lines), serving "Unity General Distributors"; and,

WHEREAS, Lee County Utilities requires proof of a Release of Lien, a Warranty (one-year) on all labor and materials, an accurate value of contributed assets, and right-of-way and/or easement-indemnity granted for all systems being contributed to Lee County Utilities; and,

WHEREAS, all of the above information has been received and approved as complete by Lee County Utilities; and,

WHEREAS, Lee County Utilities has recommended to the Board of County Commissioners that the above-named system be accepted for ownership, operation, and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that the above facilities, for a contributed value of \$14,702.50 is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was offered by Commissioner _____ who moved for its adoption. The motion was seconded by Commissioner _____ and, upon being put to a vote, the vote was as follows:

- Commissioner Bob Janes: _____ (1)
- Commissioner Douglas St. Cerny: _____ (2)
- Commissioner Ray Judah: _____ (3)
- Commissioner Tammara Hall: _____ (4)
- Commissioner John Albion: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
TAMMARA HALL, CHAIRWOMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20060970-UTL

LETTER OF COMPLETION

COPY

DATE: 2/6/2006

Department of Lee County Utilities
Division of Engineering
Post Office Box 398
Fort Myers, FL 33902

Gentlemen:

This is to certify that the **fire line up to and including 1st OS + Y valve(s) , water service(s) and fire hydrant(s)** located at
Unity General Distributors
(Name of Development/Project)

were designed by me and have been constructed in conformance with:
the revised plans, attached and the approved specifications

Upon completion of the work, we observed the following successful tests of the facilities:
Bacteriological Test and Pressure Test(s) - Water Main

Very truly yours,

Dean Martin, P.E.
(Owner or Name of Corporation/Firm)

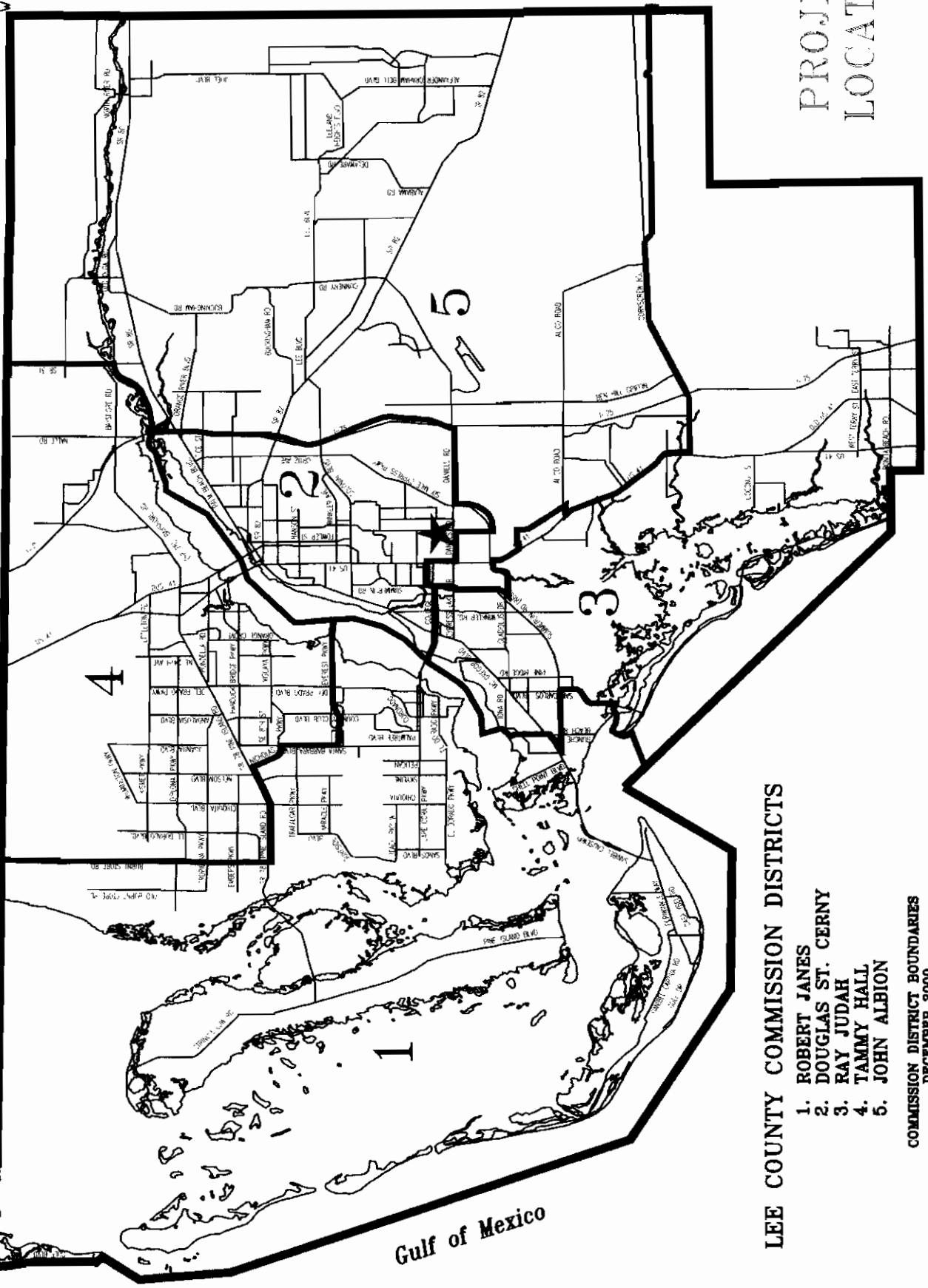
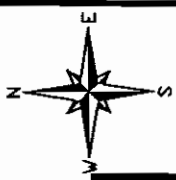
Dean Martin
(Signature)

Owner/Project Engineer
(Title)

(Seal of Engineering Firm)

UNITY GENERAL DISTRIBUTORS
 19-45-25-10-0000.0060
 COMMISSION DISTRICT # 2 - DOUGLAS ST. CERNY

COPY
 PROJECT
 LOCATION



- LEE COUNTY COMMISSION DISTRICTS
- 1. ROBERT JANES
 - 2. DOUGLAS ST. CERNY
 - 3. RAY JUDAH
 - 4. TAMMY HALL
 - 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
 DECEMBER 2000

COPY


WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of Unity General Distributors to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County Board of County Commissioners. The undersigned parties further agree that they will, at their own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty-Guaranty

It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.


B.J. Enterprises, Inc.
(Contractor/Company Name)

Michael Sappah, President
(Authorized Representative, Title)

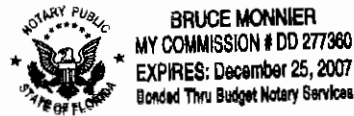
BY: 
(Signature)

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 10 th day of January, 2006 by Michael Sappah who is personally known to me - _____, and who did not take an oath.


Notary Public Signature

Bruce Monnier
Printed Name of Notary Public



(Notary Seal & Commission Number)

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

COPY

The undersigned lienor, in consideration of the final payment in the amount of
Fourteen Thousand Seven Hundred Two & 50/100's (\$14,702.50) hereby waives and releases its
lien and right to claim a lien for labor, services, or materials furnished to Unity General Investments Inc
on the job of Unity General Distributors to the following described property:

Unity General Distributors
(Name of Development/Project)

13050 Metro Parkway
(Location)

Water Distribution System

(Facilities Constructed)

19-45-25-10-00000.0060
(Strap # or Section, Township & Range)

Dated on: January 10, 2006

By: 
(Signature of Authorized Representative)

B.J. Enterprises, Inc.
(Name of Firm or Corporation)

By: Michael Sappah
(Print Name of Authorized Representative)

8102 Grady Dr
(Address of Firm or Corporation)

Title: President

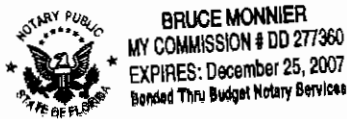
N Fort Myers, FL 33917-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)731-2333 Ext.

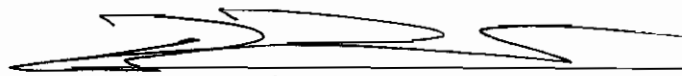
Fax#: (239)731-5205

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 10 th day of January, 2006 by
Michael Sappah who is personally known to me - _____, and who did not take an oath.



(Notary Seal & Commission Number)



(Notary Public Signature)

Bruce Monnier
(Printed Name of Notary Public)

I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

X Michael Sappah
(Signature of Certifying Agent)

Michael Sappah / President
(Name & Title of Certifying Agent)

B.J. Enterprises, Inc.
(Name of Firm or Corporation)

8102 Grady Dr
(Address of Firm or Corporation)

N Fort Myers, FL 33917 -

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 10 th day of January, 2006 by Michael Sappah who is personally known to me - _____, and who did not take an oath.

[Signature]

Notary Public Signature

Bruce Monnier
Printed Name of Notary Public



BRUCE MONNIER
MY COMMISSION # DD 277360
EXPIRES: December 25, 2007
Bonded Thru Budget Notary Services

Notary Commission Number

(NOTARY SEAL)

TO: RECORDERS OFFICE

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gullette

**CHARGE TO: LEE COUNTY UTILITIES -
LCU 500283**

ACCOUNT NO. OD5360748700.504930

THANK YOU.

FOR UTILITIES USE ONLY:

BLUE SHEET NO. 20060970-UTL

**PROJECT NAME: UNITY GENERAL
DISTRIBUTORS**

**EASEMENT NAME: UNITY GENERAL
INVESTMENTS, INC**

This Instrument Prepared By:
Lee County Utilities
1500 Monroe Street - 3rd Floor
Fort Myers, Florida 33901

Strap Number(s):

19-45-25-10-00000.0060

LCU 500283

(THIS SPACE RESERVED FOR RECORDING)

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 2006, by and between **"UNITY GENERAL INVESTMENTS, INC."**, Owner, hereinafter referred to as GRANTOR(S), and **"LEE COUNTY"**, a political subdivision of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

BS 20060970-UTL



3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

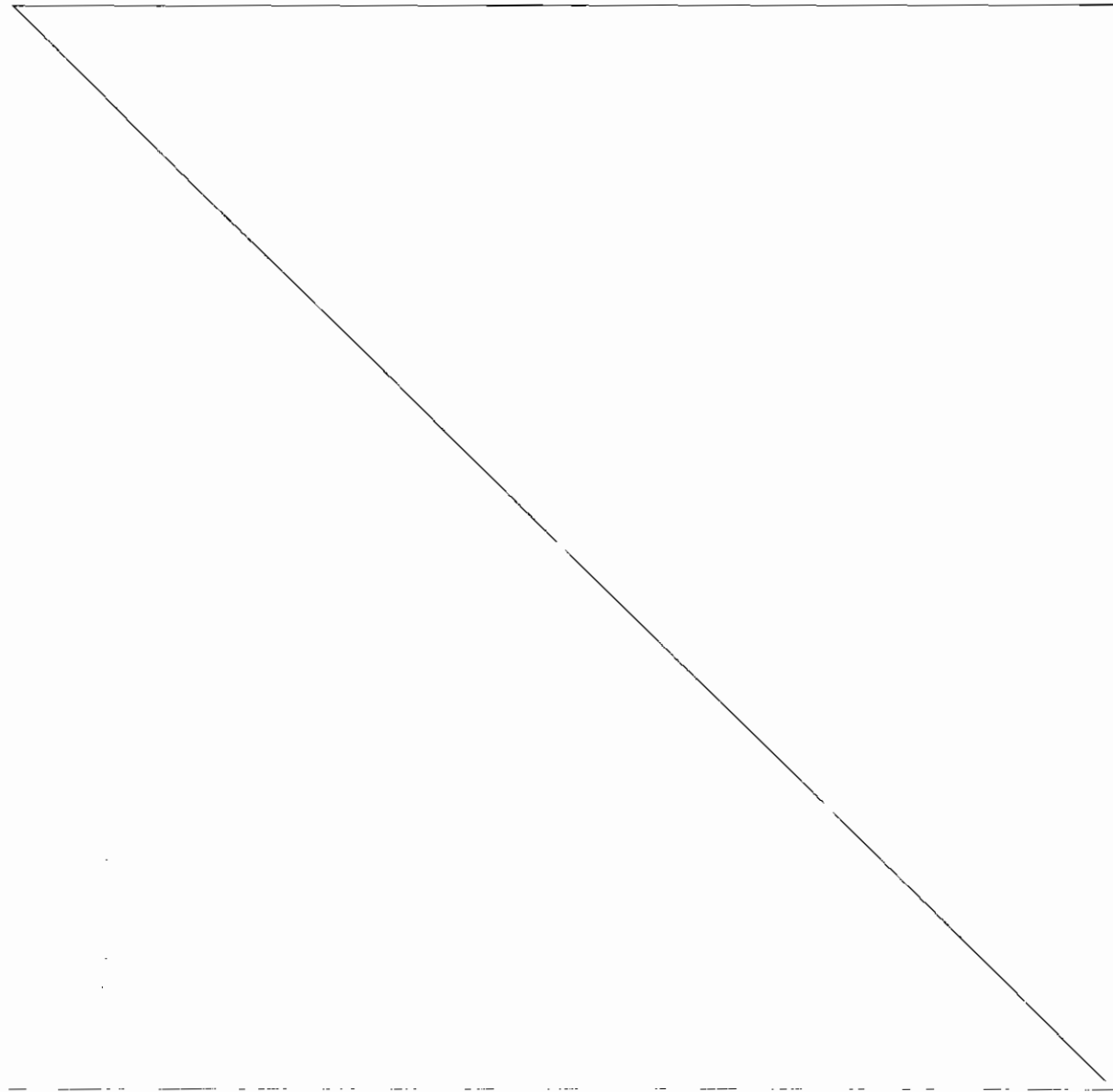
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)



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

[Signature]
[1st Witness' Signature]

[Signature]
[Type or Print Name]

[Signature]
[2nd Witness' Signature]

[Signature]
[Type or Print Name]

BY: [Signature]
[Signature Grantor's/Owner's]

Omar Ruso
[Type or Print Name]

Owner
[Title]

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 22nd day of April 2006 by _____ who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

JANET CENDON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION # DD497683
EXPIRES 12/7/2009
BONDED THRU 1-888-NOTARYS

[Signature]
[Signature of Notary]

JANET CENDON
[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney
Scott S. Coover, Esquire



METRON
SURVEYING & MAPPING, LLC
 LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION
 OF AN EASEMENT LYING IN
 SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
 LEE COUNTY, FLORIDA

(PROPOSED LEE COUNTY UTILITY EASEMENTS)

TWO EASEMENTS ACROSS, OVER OR THROUGH A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

EASEMENT "A"

COMMENCING AT THE NORTHEAST CORNER OF LOT 6, SOUTH METRO PARK NO. 2, AS RECORDED IN PLAT BOOK 40, PAGE 4 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S.00°41'36"E. ALONG THE EAST LINE OF SAID LOT 6 FOR 15.72 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE S.89°18'24"W. FOR 10.00 FEET; THENCE S.00°41'36"E. FOR 15.00 FEET; THENCE N.89°18'24"E. FOR 10.00 FEET; THENCE N.00°41'36"W. FOR 15.00 FEET TO THE POINT OF BEGINNING.

EASEMENT "B"

COMMENCING AT THE SOUTHEAST CORNER OF LOT 6, SOUTH METRO PARK NO. 2, AS RECORDED IN PLAT BOOK 40, PAGE 4 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N.00°41'36"W. ALONG THE EAST LINE OF SAID LOT 6 FOR 5.74 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE S.88°59'52"W. FOR 15.00 FEET; THENCE N.00°41'36"W. FOR 20.00 FEET; THENCE N.88°59'52"E. FOR 15.00 FEET; THENCE S.00°41'36"E. FOR 20.00 FEET TO THE POINT OF BEGINNING.

EASEMENT SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE NORTH LINE OF SAID LOT 6 AS BEARING N.88°59'52"E.

METRON SURVEYING & MAPPING, LLC
 FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071

7-26-2006

SCOTT M. SHORE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5743

SHEET 1 OF 2

SKETCH TO ACCOMPANY DESCRIPTION



LINE TABLE

L1	S.00°41'36"E.	15.72'
L2	S.89°18'24"W.	10.00'
L3	S.00°41'36"E.	15.00'
L4	N.89°18'24"E.	10.00'
L5	N.00°41'36"W.	15.00'
L6	N.00°41'36"W.	5.74'
L7	S.88°59'52"W.	15.00'
L8	N.00°41'36"W.	20.00'
L9	N.88°59'52"E.	15.00'
L10	S.00°41'36"E.	20.00'

* THIS IS NOT A SURVEY *

BY: *[Signature]*
 SCOTT M. SHOBE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. LS# 5743
 DATE SIGNED: 7-26-2006

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

SKETCH



METRON
 SURVEYING & MAPPING

LAND SURVEYORS-PLANNERS
 LBS# 7071
 www.metronfl.com

8208 RAMSEY WAY, SUITE #2
 FORT LAUDERDALE, FL 33404
 PHONE: (352) 271-8575
 FAX: (352) 271-8467

FILE NAME:	83555K1.DWG	FIELD BOOK/NUMBER:	N/A	PROJECT NO.:	8355	SHEET:	2 OF 2
SKETCH DATE:	07-08-2006	DRAWN BY:	JSM	SCALE:	1" = 40'	CHECKED BY:	SMS

revision: change dir'n's on south extent/jmm/7-28-06

LOT 1 O'MARA SUBDIVISION
 PLAT BOOK 41, PAGE 75

N.88°59'52"E. 436.53'

P.O.C. "A"
 N.E. COR.
 LOT 6

P.O.B.

L2

L3

L4

METRO PKWY (125')

S.00°41'36"E. 199.58'

PROPOSED
 L.C.U. EASEMENTS

LOT 6
 SOUTH METRO PARK NO. 2
 PLAT BOOK 40, PAGE 4

P.O.B.

L9

L10

L11

P.O.C. "B"
 S.W. COR.
 LOT 6

S.88°59'52"W. 436.53'

LOT 5

SEABOARD SYSTEMS RAILROAD

N.00°41'36"W. 199.58'

LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- L.C.U. = LEE COUNTY UTILITIES

* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION *

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

Blue Sheet No. 20060971-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution as a donation of water distribution and gravity collection systems to provide potable water service, fire protection and sanitary sewer service to *Sail Harbour at HealthPark Phases 1 and 2 f/k/a Solera at HealthPark*, a multi-family residential development. This is a developer contributed asset project located at the west end of North HealthPark Circle, approximately 1/2 mile north of Summerlin Road and 1/3 mile west of Bass Road.

2. What Action Accomplishes:

Places the potable water and sanitary sewer facilities into operation and complies with the Lee County Utilities Operations Manual.

3. Management Recommendation:

Approval.

4. Departmental Category: 10

C 10D

5. Meeting Date:

08-29-2006

6. Agenda:

7. Requirement/Purpose (specify)

8. Request Initiated:

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

- Statute
- Ordinance
- Admin. Code
- Other Approval

Commissioner _____
 Department Public Works
 Division Utilities
 By: Douglas Meurer 8/14/2006
Douglas Meurer, P.E. Director

9. Background:

The Board granted permission to construct on 08/31/04, Blue Sheet #20040999.
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual.
 Satisfactory pressure and bacteriological testing of the water system has been completed.
 Satisfactory pressure testing of the force main has been completed.
 Satisfactory closed circuit television inspection of the gravity collection system has been performed.
 Record Drawings have been provided.
 Engineer's Certification of Completion has been provided---copy attached.
 Project location map---copy attached.
 Warranty has been provided---copy attached.
 Waiver of Lien has been provided---copy attached.
 Certification of Contributory Assets has been provided---copy attached.
 100% of the connection fees have been paid.
 No funds required.

SECTION 33 TOWNSHIP 45S RANGE 24E DISTRICT # 3 COMMISSIONER JUDAH

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>J. Lavender</u> Date: <u>8-14-06</u>	N/A	N/A	<u>G.O.</u> T. Osterhout Date: <u>8/10</u>	<u>S. Coovert</u> Date: <u>8/14/06</u>	<u>ebd</u> 8-15-06	<u>EW</u> 8/15/06		<u>EW</u> 8/16/06	<u>J. Lavender</u> Date: <u>8-14-06</u>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN:
8-15-06 9:30
 " EW 12:00
 COUNTY ADMIN
 FORWARDED TO: 11
Sub 11
2/11

Rec. by CoAtty
 Date: 8/14/06
 Time: 3:50pm
 Forwarded To:
Admin/15/06
4/10

RESOLUTION NO.

RESOLUTION ESTABLISHING UTILITY ACCEPTANCE OF
DEVELOPER CONTRIBUTED ASSETS
IN LEE COUNTY, FLORIDA

WHEREAS, it is the desire of "Sail Harbour LLC.", owner of record, to make a contribution to Lee County Utilities of water facilities (potable water service, fire protection), and sewer facilities (a gravity and force main extension, and sanitary sewer), serving "Sail Harbour at HealthPark fka Solera at HealthPark"; and,

WHEREAS, Lee County Utilities requires proof of a Release of Lien, a Warranty (one-year) on all labor and materials, an accurate value of contributed assets, and right-of-way and/or easement-indemnity granted for all systems being contributed to Lee County Utilities; and,

WHEREAS, all of the above information has been received and approved as complete by Lee County Utilities; and,

WHEREAS, Lee County Utilities has recommended to the Board of County Commissioners that the above-named system be accepted for ownership, operation, and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that the above facilities, for a contributed value of \$1,199,515.00 is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was offered by Commissioner _____ who moved for its adoption. The motion was seconded by Commissioner _____ and, upon being put to a vote, the vote was as follows:

- Commissioner Bob Janes: _____ (1)
- Commissioner Douglas St. Cerny: _____ (2)
- Commissioner Ray Judah: _____ (3)
- Commissioner Tammara Hall: _____ (4)
- Commissioner John Albion: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
TAMMARA HALL, CHAIRWOMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20060971-UTL

COPY

LETTER OF COMPLETION

DATE: 7/25/05

Department of Lee County Utilities
Division of Engineering
Post Office Box 398
Fort Myers, FL 33902

Mr. Randall McClurg
Sail Harbour CDD Chairman
12751 Westlinks Drive, Unit 1
Fort Myers, FL 33913-8615

Gentlemen:

This is to certify that the water distribution and/or sewage collection system(s) located in Sail Harbour at HealthPark (Phase 1 Utilities)

(Name of Development)

were designed by me and have been constructed in conformance with:

the approved plans the revised plans, attached

and:

the approved specifications the revised specifications, attached

Upon completion of the work, we observed the following successful tests of the facilities: Pressure Test (Force Main),

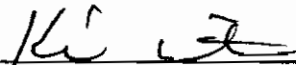
Pressure Test (Water Main)

TV Inspection, Mandrill and Pressure Test (Gravity Sewer)

Very truly yours,

Johnson Engineering, Inc.

(Owner or Name of Corporation)


(Signature)

Kevin M. Winter, P.E.

(Title)

(SEAL OF ENGINEERING FIRM)

COPY

LETTER OF COMPLETION

DATE: December 13, 2005

Department of Lee County Utilities
Division of Engineering
Post Office Box 398
Fort Myers, FL 33902

Mr. Randall McClurg
SAIL Harbour CDD Chairman
12751 WestLinks Drive, Unit 1
Fort Myers, FL 33913-8615

Gentlemen:

This is to certify that the water distribution and/or sewage collection system(s) located in Sail Harbour (fka Solera) at HealthPark
(Phase 2 Utilities)

(Name of Development)

were designed by me and have been constructed in conformance with:

the approved plans the revised plans, attached

and:

the approved specifications the revised specifications, attached

Upon completion of the work, we observed the following successful tests of the facilities: Pressure Test (Water Main)

TV Inspection, Mandrill and PressureTest (Gravity Sewer)

Very truly yours,

Johnson Engineering, Inc.

(Owner or Name of Corporation)

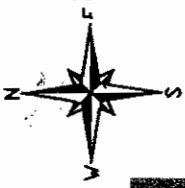
(Signature)

Vincent J. Miller, P.E.

(Title)

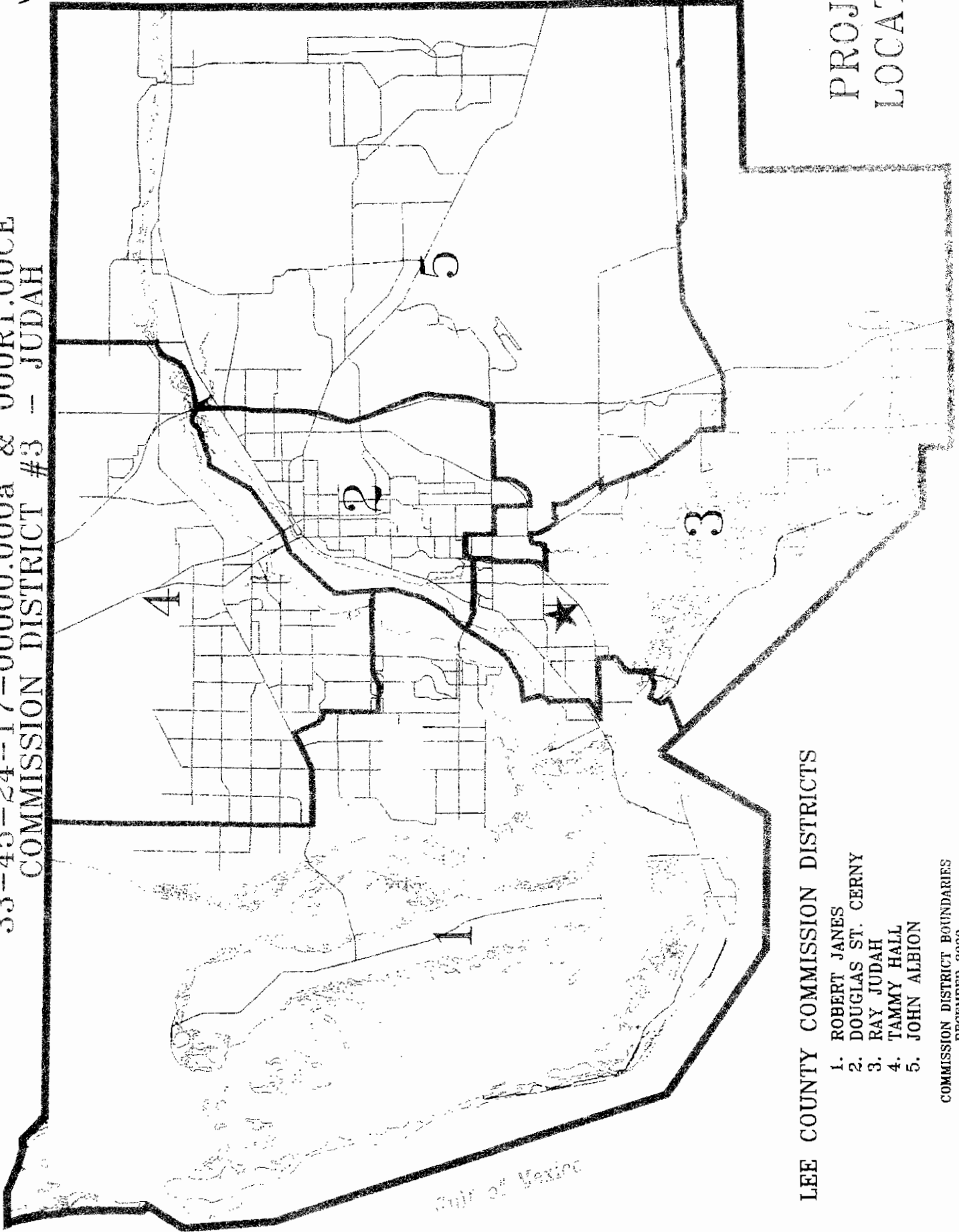
(SEAL OF ENGINEERING FIRM)

SAIL HARBOUR AT HEALTHPARK fka SOLERA AT HEALTHPARK
33-45-24--17-00000.000a & 000R1.000CE
COMMISSION DISTRICT #3 - JUDAH



COPY

PROJECT
LOCATION



LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

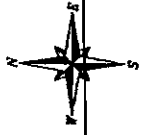
COPY

SAIL HARBOUR AT HEALTHPARK

FORMERLY KNOWN AS SOLERA AT HEALTHPARK

COMMISSION DISTRICT #3 - JUDAH

SUBJECT PARCEL



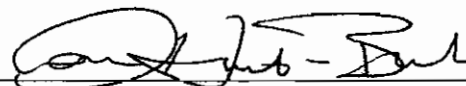
33-45-24-17-00000.000A & 000R1.000E N HEALTHPARK CIRCLE & VIA SOLERA CIRCLE

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer system of Sail Harbour Phase 1 (f.k.a. Solera) to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County Board of County Commissioners. The undersigned parties further agree that they will, at their own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty-Guaranty

It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.

Guymann Construction of Florida Inc
(Name of Owner/Contractor)

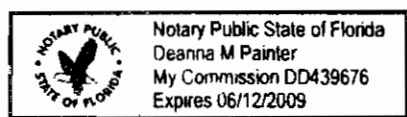
BY: 
(Signature of Owner/Contractor)

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 16 th day of FEB, 2006 by Aaron Hunt-Branch who is personally known to me - _____, and who did not take an oath.


Notary Public Signature

Deanna Painter
Printed Name of Notary Public



(Notary Seal & Commission Number)

COPY^{11.2}

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer system of Sail Harbour Phase 2 (f.k.a. Solera) to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County Board of County Commissioners. The undersigned parties further agree that they will, at their own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty-Guaranty

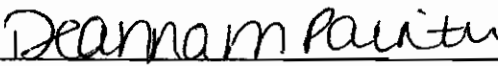
It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.

Guymann Construction of Florida Inc
(Name of Owner/Contractor)

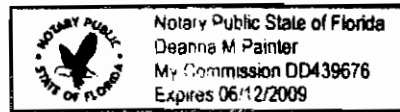
BY: 
(Signature of Owner/Contractor)

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 6 th day of JUNE, 2005 by Aaron Hunt-Branch who is personally known to me - _____, and who did not take an oath.


Notary Public Signature

Deanna Painter
Printed Name of Notary Public



(Notary Seal & Commission Number)

RECEIVED JUN 12 2006

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

COPY

The undersigned lienor, in consideration of the final payment in the amount of Nine hundred twenty-one thousand nine hundred eighty-nine dollars and 0 cents(\$921,989.00) hereby waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to Sail Harbour LLC on the job of Sail Harbour Phase 1 (f.k.a. Solera) to the following described property:

Sail Harbour @ Health Park Phase 1 (fka Solera)
(Name of Development/Project)

water distribution and sanitary sewer systems
(Facilities Constructed)

North Health Park Circle
(Location)

33-45-24-17-00000.000A and 33-45-24-17-000R1.00CE
(Strap # or Section, Township & Range)

Dated on: June 6, 2006

By: [Signature]
(Signature of Authorized Representative)

Guymann Construction of FL, Inc
(Name of Firm or Corporation)

By: Fred Russell
(Print Name of Authorized Representative)

5686 Youngquist Rd.
(Address of Firm or Corporation)

Title: Vice President

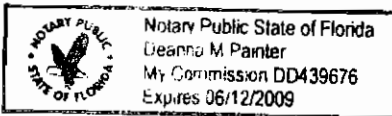
Fort Myers, FL 33912-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)481-6545 Ext.

Fax#: (239)481-9255

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 6 th day of June, 2006 by Fred Russell who is personally known to me - _____, and who did not take an oath.



Deanna M Painter
(Notary Public Signature)

(Notary Seal & Commission Number)

Deanna Painter
(Printed Name of Notary Public)

RECEIVED JUN 12 2006

I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING.

X *Aaron Hunt-Branch*
(Signature of Certifying Agent)

Aaron Hunt-Branch, PM
(Name & Title of Certifying Agent)

Guymann Construction of FL, Inc.
(Name of Firm or Corporation)

5686 Youngquist Rd.
(Address of Firm or Corporation)

Ft. Myers , FL 33912 -

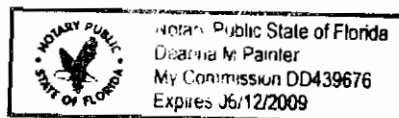
STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 5th day of June, 2006 by Aaron Hunt-Branch who is personally known to me - _____, and who did not take an oath.

Deanna M Painter
Notary Public Signature

Deanna Painter
Printed Name of Notary Public

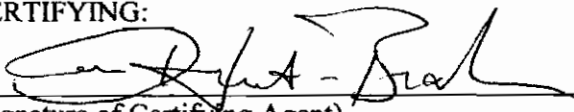
DD439676
Notary Commission Number



(NOTARY SEAL)

I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

X 
(Signature of Certifying Agent)

Aaron Hunt-Branch, PM
(Name & Title of Certifying Agent)

Guymann Construction of FL, Inc.
(Name of Firm or Corporation)

5686 Youngquist Rd.
(Address of Firm or Corporation)

Ft. Myers , FL 33912 -

STATE OF FL)
) SS:
COUNTY OF Lee)

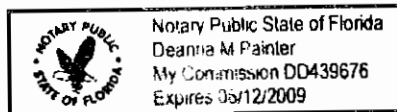
The foregoing instrument was signed and acknowledged before me this 13 th day of July, 2006 by Aaron Hunt-Branch who is personally known to me - _____, and who did not take an oath.


Notary Public Signature

Deanna Painter
Printed Name of Notary Public

DD439676
Notary Commission Number

(NOTARY SEAL)



I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

X *Aaron Hunt-Branch*
(Signature of Certifying Agent)

Aaron Hunt-Branch, PM
(Name & Title of Certifying Agent)

Guymann Construction of FL, Inc.
(Name of Firm or Corporation)

5686 Youngquist Rd.
(Address of Firm or Corporation)

Ft. Myers , FL 33912 -

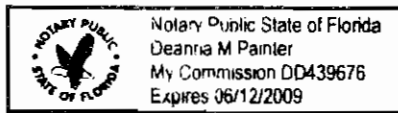
STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 5 th day of February, 2006 by Aaron Hunt-Branch who is personally known to me - _____, and who did not take an oath.

Deanna M Painter
Notary Public Signature

Deanna Painter
Printed Name of Notary Public

DD439676
Notary Commission Number

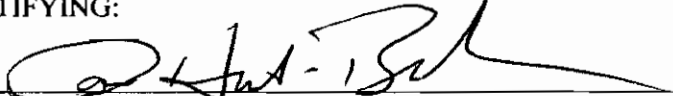


(NOTARY SEAL)

RECEIVED JUN 12 2006

I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

X 
(Signature of Certifying Agent)

Aaron Hunt-Branch, PM
(Name & Title of Certifying Agent)

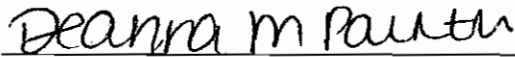
Guymann Construction of FL, Inc.
(Name of Firm or Corporation)

5686 Youngquist Rd.
(Address of Firm or Corporation)

Ft. Myers , FL 33912 -

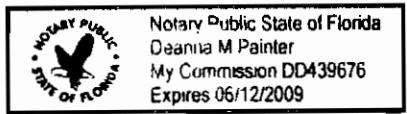
STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 5 th day of June, 2006 by Aaron Hunt-Branch who is personally known to me - _____, and who did not take an oath.


Notary Public Signature

Deanna Painter
Printed Name of Notary Public

DD439676
Notary Commission Number



(NOTARY SEAL)

RECEIVED JUN 12 2006

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

Blue Sheet No. 20060972-UTL

1. Action Requested/Purpose:

Approve construction of a water main extension serving *Summit Church* to provide potable water service and fire protection to this proposed place of worship. This is a Developer Contributed asset project located along the east side of Ben Hill Griffin Parkway approximately 1/2 mile south of FGCU Boulevard.

2. What Action Accomplishes:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

3. Management Recommendation:

Approval.

4. Departmental Category: 10 **C10E** **5. Meeting Date:** **08-29-2006**

6. Agenda:	7. Requirement/Purpose (specify)	8. Request Initiated:
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input checked="" type="checkbox"/> Other Approval	Commissioner Department Public Works Division Utilities By: <i>Douglas Meurer</i> 8/10/2006 Douglas Meurer, P.E., Director

9. Background:

The Letter of Intent has been received.
 The review fee has been paid.
 The plans have been reviewed for conformance to the Lee County Utilities Operations Manual.
 The project is to construct 915'± of 10" diameter water main; 25' 6" diameter water main and 2 fire hydrants.
 Sanitary sewer service will be provided by Lee County Utilities via existing infrastructure located within the Ben Hill Griffin Parkway right-of-way.
 50% of the connection fees have been paid.
 Project Location Map---copy attached.
 No funds required.

SECTION 23 TOWNSHIP 46S RANGE 25E DISTRICT # 5 COMMISSIONER ALBION

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>J. Lavender</i> Date: 8-14-06	N/A	N/A	<i>T.O.</i> T. Osterhout Date: 8/10	<i>S. Covert</i> S. Covert Date:	<i>elw</i> 8-15-06	<i>CR</i> 8/15/06		<i>J. Lavender</i> 8/16/06	<i>J. Lavender</i> Date: 8-14-06

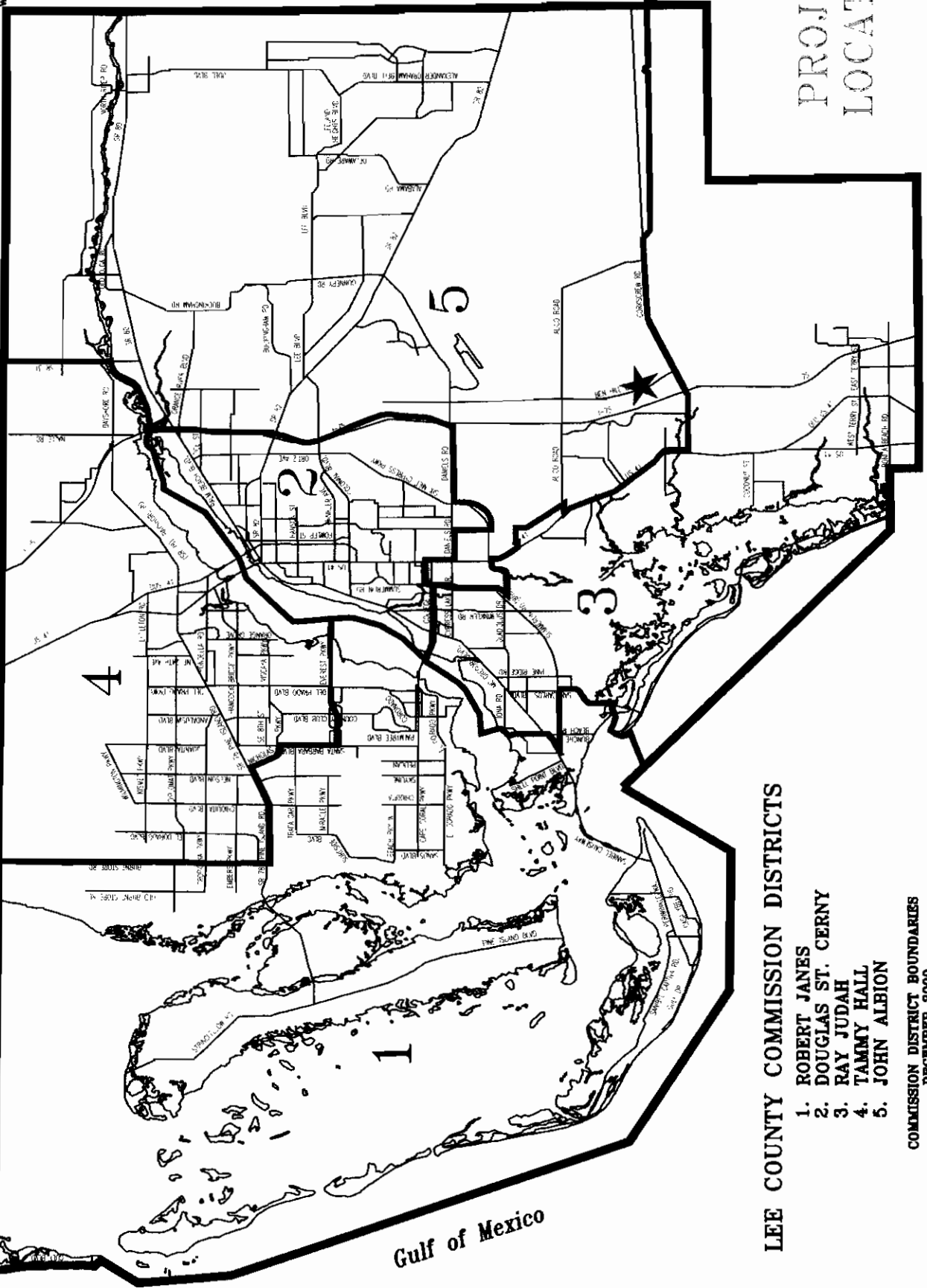
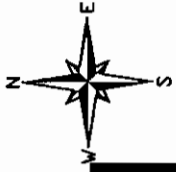
11. Commission Action:

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

RECEIVED BY
COUNTY ADMIN:
8-15-06 9:30
" EW 12:00
COUNTY ADMIN
FORWARDED TO:
<i>Shane</i>
<i>4/15</i>

Rec. by CoAtty
Date: 8/14/06
Time: 3:50 pm
Forwarded To: Admin 8/15/06
9/10

**SUMMIT CHURCH
23-46-25-00-00001.0040
COMMISSION DISTRICT # 5 - JOHN ALBION**



**PROJECT
LOCATION**

LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

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

Blue Sheet No. 20060973-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution as a donation of water, gravity and force main extensions and one (1) lift station to provide potable water service, fire protection and sanitary sewer service to *Copper Oaks f/k/a Longwood Villas*, a single-family residential development. This is a developer contributed asset project located on the east side of Three Oaks Parkway, approximately 1/2 mile north of Corkscrew Road in Estero.

2. What Action Accomplishes:

Places the potable water and sanitary sewer facilities into operation and complies with the Lee County Utilities Operations Manual.

3. Management Recommendation:

Approval.

4. Departmental Category: 10

CIDF

5. Meeting Date:

08-29-2006

6. Agenda:

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

7. Requirement/Purpose (specify)

- Statute
- Ordinance
- Admin. Code
- Other Approval

8. Request Initiated:

Commissioner _____
 Department Public Works
 Division Utilities
 By: Douglas Meurer 8/19/06
Douglas Meurer, P.E., Director

9. Background:

This project is located within the former Gulf Environmental Services' service area; however, it was built to Lee County Utilities' Standards and Specifications.
 The Board granted permission to construct on 05/11/04, Blue Sheet #20040512.
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual.
 Satisfactory pressure and bacteriological testing of the water system has been completed.
 Satisfactory pressure testing of the force main has been completed.
 Satisfactory closed circuit television inspection of the gravity collection system has been performed.
 Satisfactory lift station start-ups have been performed. (L/S#7822)
 Record Drawings have been provided.
 Engineer's Certification of Completion has been provided---copy attached.
 Project location map---copy attached.
 Warranty has been provided---copy attached.
 Waiver of Lien has been provided---copy attached.
 Certification of Contributory Assets has been provided---copy attached.
 100% of the connection fees have been paid.
 No funds required.

SECTION 26 TOWNSHIP 46S RANGE 25E DISTRICT # 5 COMMISSIONER ALBION

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>J. Lavender</u> Date: <u>8-14-06</u>	N/A	N/A	<u>N.O.</u> T. Osterhult Date: <u>8/10</u>	<u>S. Coovort</u> Date: <u>8-15-06</u>	<u>2/15/06</u>	<u>8/15/06</u>		<u>8/16/06</u>	<u>J. Lavender</u> Date: <u>8-14-06</u>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <u>8-15-06 9:30</u>
" <u>EW 12:00</u>
COUNTY ADMIN FORWARDED TO:

Rec. by CoAtty Date: <u>8/14/06</u>
Time: <u>3:50pm</u>
Forwarded To: <u>Admin 8/15/06</u>
<u>9:10</u>

COPY

LETTER OF COMPLETION

DATE: 4/5/2005

Department of Lee County Utilities
Division of Engineering
Post Office Box 398
Fort Myers, FL 33902

Gentlemen:

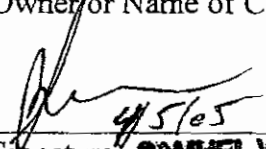
This is to certify that the **water distribution system** located at
Copper Oaks (FKA/ Longwood Villas)
(Name of Development/Project)

was designed by me and has been constructed in conformance with:
the approved plans and the approved specifications

Upon completion of the work, we observed the following successful tests of the facilities:
Bacteriological Test and Pressure Test(s) - Water Main ,

Very truly yours,

Samuel W. Marshall
(Owner or Name of Corporation/Firm)



(Signature) **SAMUEL W. MARSHALL**
No. 48001

Project Manager
(Title)

(Seal of Engineering Firm)

RECEIVED JUN 28 2005

LETTER OF COMPLETION

DATE: 6/22/2005

Department of Lee County Utilities
Division of Engineering
Post Office Box 398
Fort Myers, FL 33902

Gentlemen:

This is to certify that the **sanitary sewer system** located at
Copper Oaks (FKA/ Longwood Villas)
(Name of Development/Project)

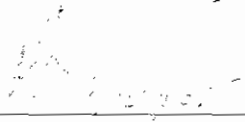
was designed by me and has been constructed in conformance with:
the approved plans and the approved specifications

Upon completion of the work, we observed the following successful tests of the facilities:
Lift Station Start-up and TV Inspection, Mandrill - Gravity Main ,
Pressure Test(s) - Force Main

Very truly yours,

Samuel W. Marshall

(Owner or Name of Corporation/Firm)




(Signature)

Project Manager

(Title)

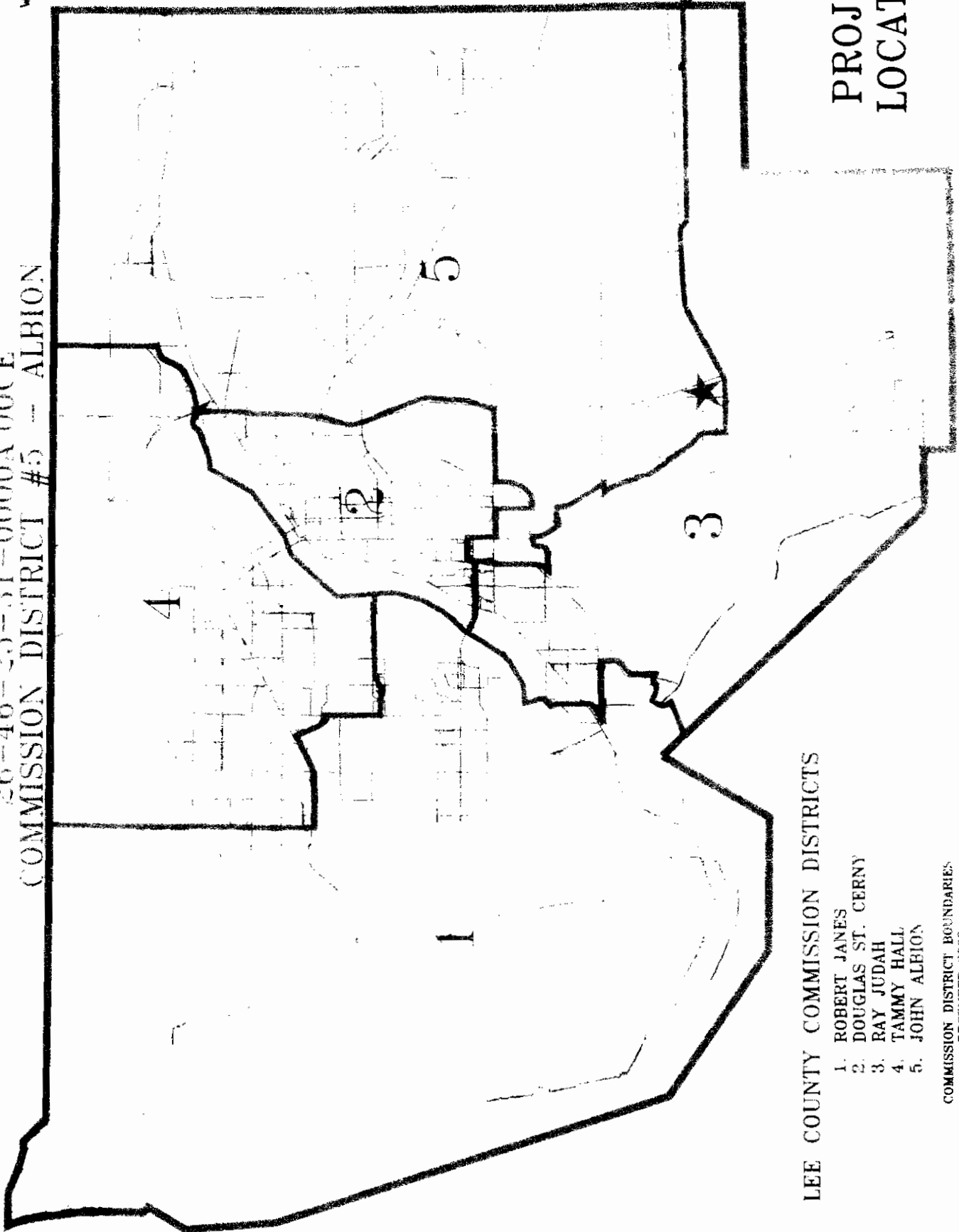
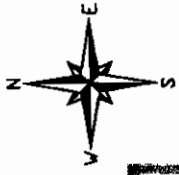
(Seal of Engineering Firm)



(Forms - Letter of Completion - Revised 2004)

RECEIVED JUN 23 2005

COPPER OAKS aka LONGWOOD VILLAS
26-46-25-31-0000A 00CE
COMMISSION DISTRICT #5 - ALBION



LEE COUNTY COMMISSION DISTRICTS

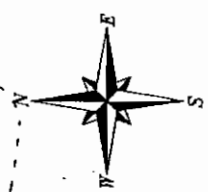
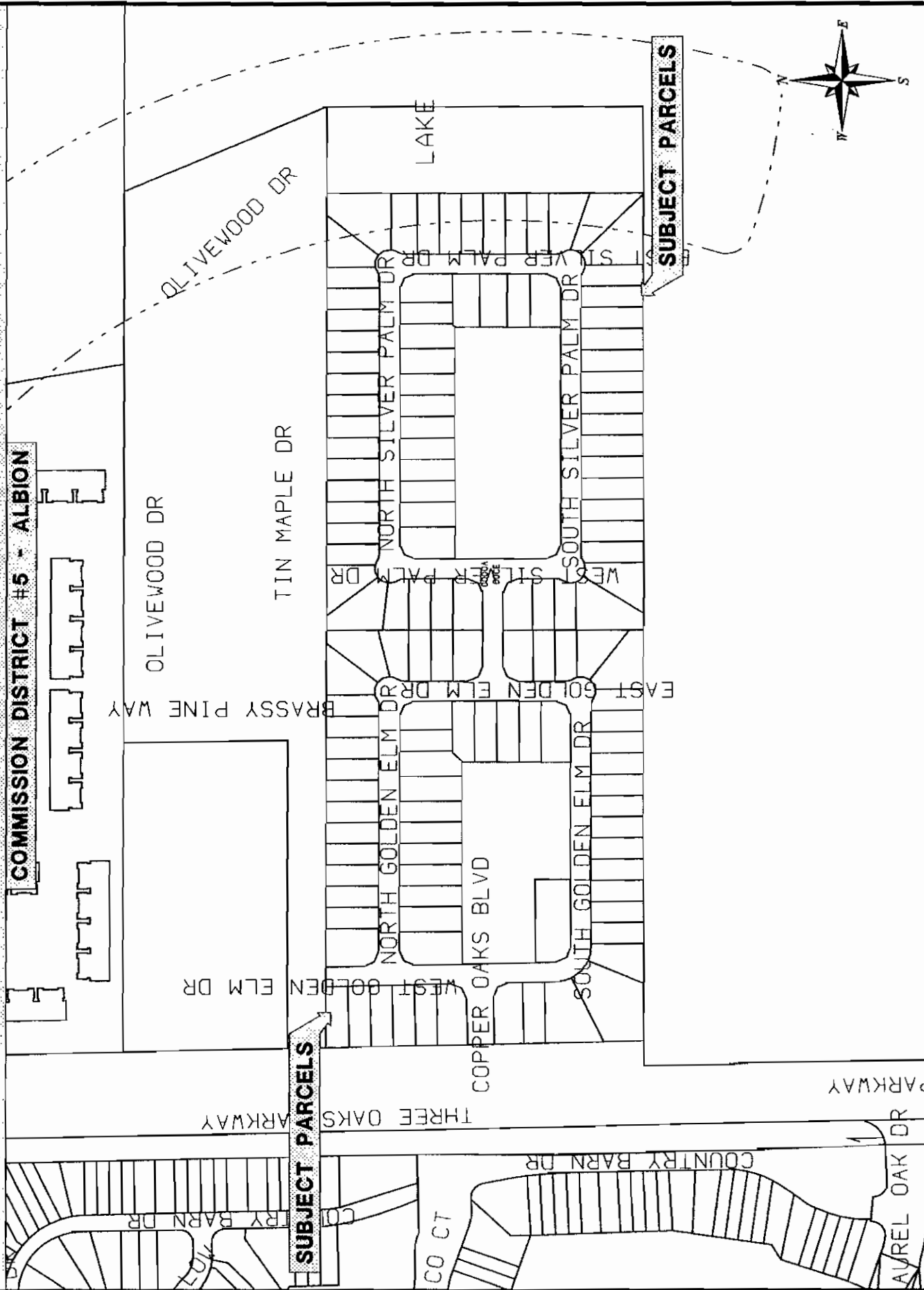
- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

PROJECT
LOCATION

COPPER OAKS fka LONGWOOD VILLAS

COMMISSION DISTRICT #5 - ALBION



SUBJECT PARCELS

SUBJECT PARCELS


26-46-25-31-0000A.00CE GOLDEN ELM DR & SILVER PALM DR

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of Copper Oaks (fka Longwood Villas) to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County Board of County Commissioners. The undersigned parties further agree that they will, at their own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty-Guaranty

It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.

Kevin Jensen
(Name of Owner/Contractor)

BY: 
(Signature of Owner/Contractor)

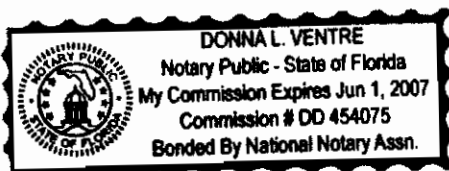
STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 18th day of AUG, 2005 by Kevin Jensen who is personally known to me - _____, and who did not take an oath.


Notary Public Signature

Donna L. Ventre
Printed Name of Notary Public

(Notary Seal & Commission Number)



RECEIVED AUG 29 2005

I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING: [Signature]

X
(Signature of Certifying Agent)

Kevin Jensen, President
(Name & Title of Certifying Agent)

Jensen Underground Utilities, Inc.
(Name of Firm or Corporation)

5585 Taylor Road
(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF FL)
) SS:
COUNTY OF Collier)

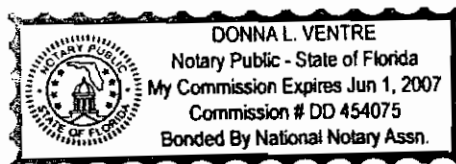
The foregoing instrument was signed and acknowledged before me this 8 th day of August, 2006 by Kevin Jensen who is personally known to me - _____, and who did not take an oath.

[Signature]
Notary Public Signature

Donna L. Ventre
Printed Name of Notary Public


Notary Commission Number

(NOTARY SEAL)



I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING

X 

(Signature of Certifying Agent)

Kevin Jensen, President

(Name & Title of Certifying Agent)

Jensen Underground Utilities, Inc.

(Name of Firm or Corporation)

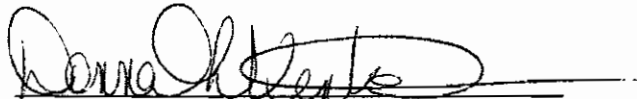
5585 Taylor Road

(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 8th day of June, 2005 by Kevin Jensen who is personally known to me - _____, and who did not take an oath.

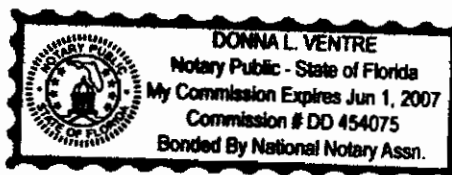


Notary Public Signature

Donna L. Ventre
Printed Name of Notary Public

Notary Commission Number

(NOTARY SEAL)



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

Blue Sheet No. 20060987-UTL

1. Action Requested/Purpose:

Approve construction of a water and gravity main extensions serving *Magnolia Point at Verandah* to provide potable water service, fire protection and sanitary sewer service to this phase of the proposed multi-family residential development. This is a Developer Contributed asset project located on the south side of SR 80 approximately 1-1/2 miles west of Buckingham Road.

2. What Action Accomplishes:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

3. Management Recommendation:

Approval.

4. Departmental Category: 10 -

C106

5. Meeting Date:

08-29-2006

6. Agenda:

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

7. Requirement/Purpose (specify)

- Statute
- Ordinance
- Admin. Code
- Other Approval

8. Request Initiated:

Commissioner _____
 Department Public Works
 Division Utilities
 By: Douglas Meurer 8/10/2006
Douglas Meurer, P.E., Director

9. Background:

The Letter of Intent has been received.
 The review fee has been paid.
 The plans have been reviewed for conformance to the Lee County Utilities Operations Manual.
 The project is to construct 3,840'± of 10" diameter water main; 11 fire hydrants; 2,016' ± of 10" diameter gravity main; 1,552' ± of 8" diameter gravity main and 20 manholes.
 50% of the connection fees have been paid.
 Project Location Map---copy attached.
 No funds required.

SECTION 28 & 29 TOWNSHIP 43S RANGE 26E DISTRICT # 5 COMMISSIONER ALBION

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>J. Lavender</u> Date: <u>8-14-06</u>	N/A	N/A	<u>N.O.</u> T. Osterhout Date: <u>8/10</u>	<u>S. Coovert</u> Date: <u>8/10/06</u>	<u>8-15-06</u>	<u>8/15/06</u>		<u>8/16/06</u>	<u>J. Lavender</u> Date: <u>8-14-06</u>

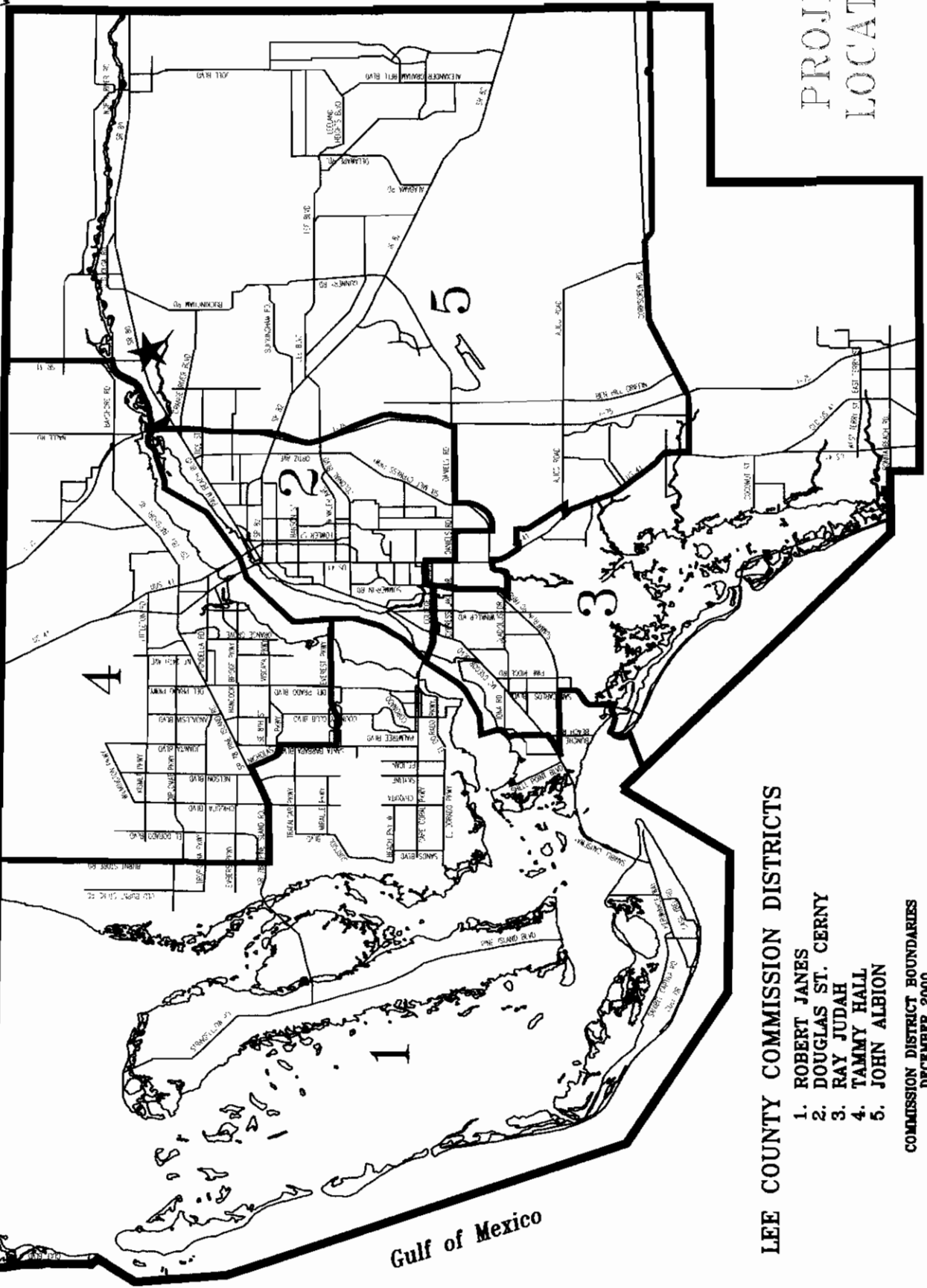
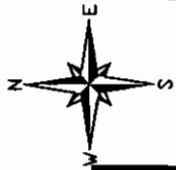
11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN:
8-15-06 9:30
 " EW 12:00
 COUNTY ADMIN
 FORWARDED TO: _____

Rec. by CoAtty
 Date: 8/14/06
 Time: 3:50 pm
 Forwarded To: _____
Atty 8/15/06

**MAGNOLIA POINT AT VERANDAH
 28-43-26-00-00013.0010 & 29-43-26-00-00003.0000
 COMMISSION DISTRICT # 5 - JOHN ALBION**



**PROJECT
 LOCATION**

LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. JOHN ALBION

**COMMISSION DISTRICT BOUNDARIES
 DECEMBER 2000**

Gulf of Mexico

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

Blue Sheet No. 20060988-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of one (1) utility easement as a donation of water main and force main extensions to provide potable water service, fire protection and sanitary sewer service to *University Club Apartments a/k/a College Club Apartments*, a multi-family residential project. This is a developer contributed asset project located on the west side of Ben Hill Griffin Parkway, approximately 3/4 mile south of Alico Road.

2. What Action Accomplishes:

Places the potable water and sanitary sewer facilities into operation and complies with the Lee County Utilities Operations Manual.

3. Management Recommendation:

Approval.

4. Departmental Category: 10

C10H

5. Meeting Date:

08-29-2006

6. Agenda:

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

7. Requirement/Purpose (specify)

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

8. Request Initiated:

Commissioner _____
Department Public Works
Division Utilities
By: *Douglas Meurer* 8/10/2006
Douglas Meurer, P.E. Director

9. Background:

The Board granted permission to construct on 02/10/04, Blue Sheet #20040085.
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual.
 Satisfactory pressure and bacteriological testing of the water system has been completed.
 Satisfactory pressure testing of the force main has been completed.
 Record Drawings have been provided.
 Engineer's Certification of Completion has been provided---copy attached.
 Project location map---copy attached.
 Warranty has been provided---copy attached.
 Waiver of Lien has been provided---copy attached.
 Certification of Contributory Assets has been provided---copy attached.
 100% of the connection fees have been paid.
 Funds are available for recording fees in account number OD5360748700.504930.

SECTION 11 TOWNSHIP 46S RANGE 25E DISTRICT #5 COMMISSIONER ALBION

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>J. Lavender</i> Date: 8-14-06	N/A	N/A	<i>T.O.</i> T. Osterhout Date: 8/10	<i>S. Covert</i> S. Covert Date: 8/15/06	<i>260</i> 8-15-06	<i>8/15/06</i>		<i>8/16/06</i>	<i>J. Lavender</i> Date: 8-14-06

11. Commission Action:

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

RECEIVED BY
 COUNTY ADMIN:
 8-15-06 9:30
 " BW 12:00
 COUNTY ADMIN
 FORWARDED TO: /

Rec. by CoAtty
 Date: 8/14/06
 Time: 3:50pm
 Forwarded To:
 Admin
 8/15/06 9:30



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
 (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300
 DR-219
 R. 07/98

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9

1. Parcel Identification Number
 (If Parcel ID not available
 please call County Property
 Appraiser's Office) →

11462500000010070

2. Mark (x) all
 that apply

Multi-parcel
 transaction? →

Transaction is a split
 or cutout from
 another parcel? →

Property was improved
 with building(s) at time
 of sale/transfer? →

3. Grantor (Seller): **BS 20060988** **EASEMENT:** **UNIVERSITY CLUB APARTMENTS GULF COAST LLC**

Last First MI Corporate Name (if applicable)
7995 B PRESERVE CIR **NAPLES** **FL** **34119**

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer): **DOUGLAS L. MEURER, P.E.** **UTIL DIR** **FOR LEE CO. BD. OF CO. COMMISSIONERS**

Last First MI Corporate Name (if applicable)
P. O. BOX 398 **FT. MYERS** **FL** **33902** **(239) 4798181**

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

8 / 22 / 2006
 Month Day Year

\$ **00**
 Sale/Transfer Price
 (Round to the nearest dollar.)

Property
 Located In

Lee

6. Type of Document

Contract/Agreement
 for Deed

Other

Warranty
 Deed

Quit Claim
 Deed

7. Are any mortgages on the property? If "Yes",
 outstanding mortgage balance:

YES / NO

(Round to the nearest dollar.) \$ **00**

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer
 such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights?
 Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES / NO

9. Was the sale/transfer financed? YES / NO If "Yes", please indicate type or types of financing:

Conventional Seller Provided Agreement or
 Contract for Deed Other

10. Property Type: Residential Commercial Industrial Agricultural Institutional/
 Miscellaneous Government Vacant Acreage Timeshare
 Mark (x) all that apply

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.)
 YES / NO \$ **00**

12. Amount of Documentary Stamp Tax \$ **70**

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes? YES / NO

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true and prepared by someone other than the taxpayer; his/her declaration is based on all information of which he/she has any knowledge.

Signature of Grantor or Grantee or Agent *Douglas L. Meurer* Date **8/10/2006**

WARNING: FAILURE TO FILE THIS RETURN, PREPARED BY SOMEONE OTHER THAN THE TAXPAYER, MAY BE SUBJECT TO PENALTIES AND INTEREST. SEE INSTRUCTIONS FOR MORE INFORMATION.

To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
This copy to Property Appraiser	
O. R. Book and Page Number and File Number	
Date Recorded	
Month Day Year	

This copy to Property Appraiser



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
 (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

1. Parcel Identification Number
 (If Parcel ID not available
 please call County Property
 Appraiser's Office) →

0 1 2 3 4 5 6 7 8 9 0123456789
 11462500000010070

2. Mark (x) all that apply Multi-parcel transaction? → Transaction is a split or cutout from another parcel? → Property was improved with building(s) at time of sale/transfer? →
 3. Grantor (Seller): **BS 20060988** **EASEMENT:** **UNIVERSITY CLUB APARTMENTS GULF COAST LLC**

Last First MI Corporate Name (if applicable)
7995 B PRESERVE CIR **NAPLES** **FL** **34119**

Mailing Address City State Zip Code Phone No.
DOUGLAS L. MEURER, P.E. **UTIL DIR** **FOR LEE CO. BD. OF CO. COMMISSIONERS**

Last First MI Corporate Name (if applicable)
P. O. BOX 398 **FT. MYERS** **FL** **33902 (239) 4798181**

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer Sale/Transfer Price Property Located In County Code
8 22 2006 \$ **.00** **46** **County Code**

6. Type of Document Contract/Agreement for Deed Other 7. Are any mortgages on the property? If "Yes", outstanding mortgage balance:
 Warranty Deed Quit Claim Deed (Round to the nearest dollar.) \$ **.00**

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage. YES NO

9. Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing:
 Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type: Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare
 Mark (x) all that apply

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES NO \$ **.00**

12. Amount of Documentary Stamp Tax \$ **0.70**

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes? YES NO

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true, if prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent: *[Signature]* Date: **8/10/2006**

WARNING: PENALTIES FOR FAILURE TO FILE AN ALTERNATE RETURN WILL APPLY IF THIS RETURN IS NOT FILED WITH THE RELEVANT COUNTY AND STATE DEPARTMENT OF REVENUE WITHIN THE ADDITIONAL 60 DAY PERIOD ENDED BY THE RELEVANT FILING DATE.

To be completed by the Clerk of the Circuit Court's Office		Clerks Date Stamp	
<p align="center">This copy to Department of Revenue</p> <p>O. R. Book and Page Number and File Number</p> <p>Date Recorded</p> <p>Month Day Year</p>		<p align="center">Clerks Date Stamp</p>	

This copy to Department of Revenue

RESOLUTION NO.

RESOLUTION ESTABLISHING UTILITY ACCEPTANCE OF
DEVELOPER CONTRIBUTED ASSETS
IN LEE COUNTY, FLORIDA

WHEREAS, it is the desire of "University Club Apartments/Gulf Coast, LLC.", owner of record, to make a contribution to Lee County Utilities of water facilities (a water main extension, potable water service, fire protection), and sewer facilities (a force main extension, and sanitary sewer), serving "College Club Apartments"; and,

WHEREAS, Lee County Utilities requires proof of a Release of Lien, a Warranty (one-year) on all labor and materials, an accurate value of contributed assets, and right-of-way and/or easement-indemnity granted for all systems being contributed to Lee County Utilities; and,

WHEREAS, all of the above information has been received and approved as complete by Lee County Utilities; and,

WHEREAS, Lee County Utilities has recommended to the Board of County Commissioners that the above-named system be accepted for ownership, operation, and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that the above facilities, for a contributed value of **\$110,120.00** is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was offered by Commissioner _____ who moved for its adoption. The motion was seconded by Commissioner _____ and, upon being put to a vote, the vote was as follows:

- Commissioner Bob Janes: _____ (1)
- Commissioner Douglas St. Cerny: _____ (2)
- Commissioner Ray Judah: _____ (3)
- Commissioner Tammara Hall: _____ (4)
- Commissioner John Albion: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
TAMMARA HALL, CHAIRWOMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20060988-UTL

COPY

11.4

Letter of Completion

DATE: 4/27/04

Department of Lee County Utilities
Division of Engineering
Post Office Box 398
Fort Myers, FL 33902

Gentlemen:

This is to certify that the water distribution and/or sewage collection system(s) located in along Ben Hill Griffin Parkway to serve College Club Apartments
(Name of Development)

were designed by me and have been constructed in conformance with:

the approved plans the revised plans, attached

and:

the approved specifications the revised specifications, attached

Upon completion of the work, we observed the following successful tests of the facilities: _____
Water Main: Bacteriological Test and Pressure Test; Force Main: Pressure Test

Very truly yours,

Elizabeth A. Fountain, P.E., WilsonMiller, Inc.
(Owner or Name of Corporation)

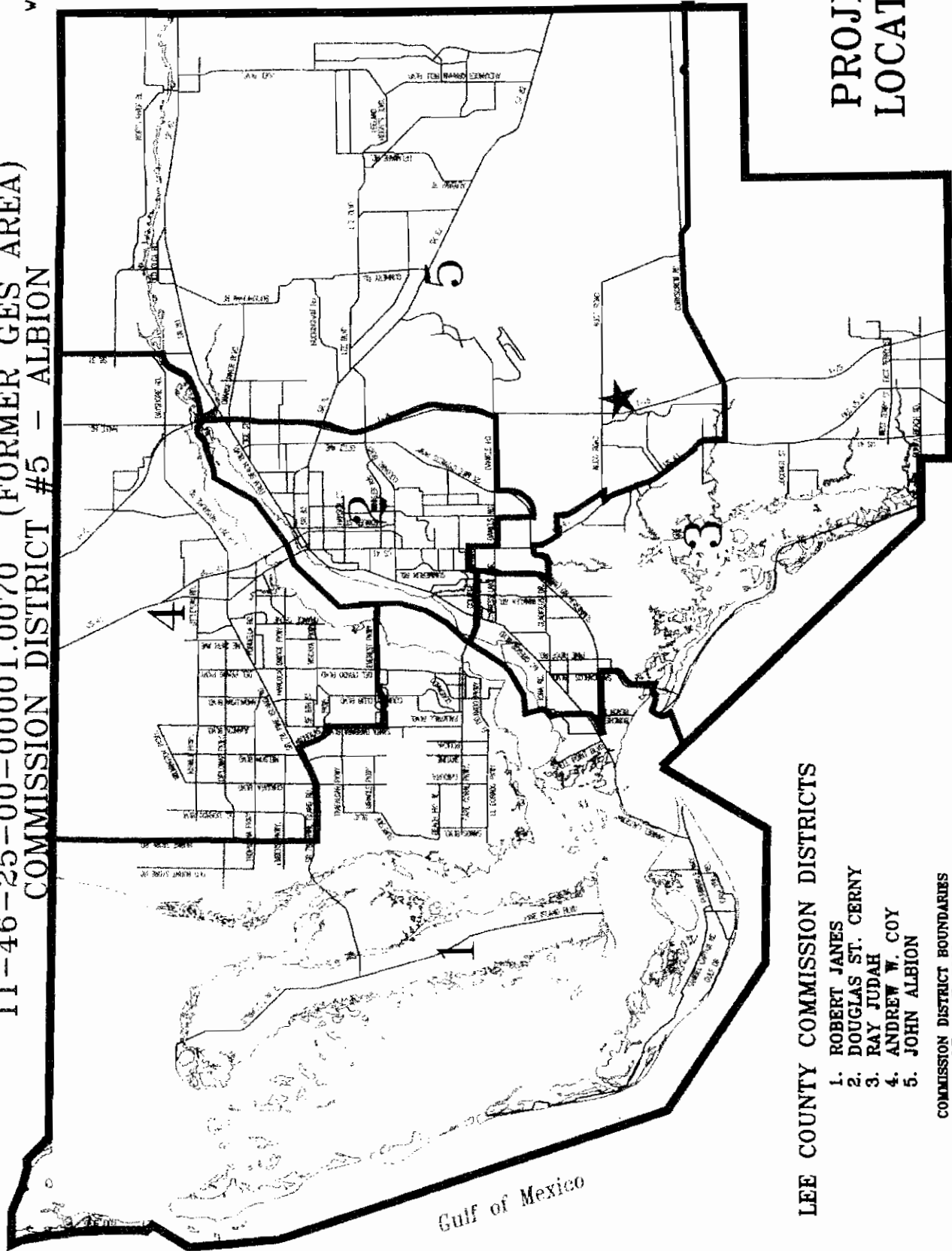
Elizabeth Fountain
(Signature)

Project Engineer
(Title)

SEAL OF ENGINEERING FIRM

6

COLLEGE CLUB APARTMENTS fka UNIVERSITY CLUB APARTMENTS
 11-46-25-00-00001.0070 (FORMER GES AREA)
 COMMISSION DISTRICT #5 - ALBION



PROJECT LOCATION

LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. ANDREW W. COY
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
 DECEMBER 2000

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of College Club Apartments to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County Board of County Commissioners. The undersigned parties further agree that they will, at their own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty-Guaranty

It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.

Kevin Jensen
(Name of Owner/Contractor)

BY: 
(Signature of Owner/Contractor)

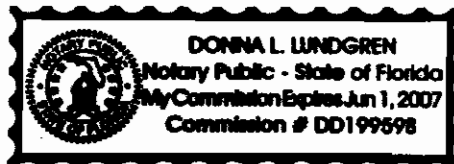
STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 16 th day of APR, 2004 by Kevin Jensen who is personally known to me - _____, and who did not take an oath.


Notary Public Signature

Donna L. Lundgren
Printed Name of Notary Public

(Notary Seal & Commission Number)



COPY

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of One Hundred Ten Thousand One Hundred Twenty Dollars and 00 Cents(\$110,120.00) hereby waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to University Club Apartments, Gulf Coast LLC on the job of College Club Apartments to the following described property:

College Club Apartments
(Name of Development/Project)

water distribution and sanitary sewer systems
(Facilities Constructed)

17101- 191 College Club Loop
(Location)

11-46-25-00-00001.0070
(Strap # or Section, Township & Range)

Dated on: May 6, 2005

By: [Signature]
(Signature of Authorized Representative)

Jensen Underground Utilities, Inc.
(Name of Firm or Corporation)

By: Kevin Jensen
(Print Name of Authorized Representative)

5585 Taylor Road
(Address of Firm or Corporation)

Title: President

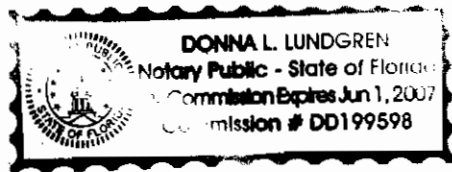
Naples, FL 34109-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)597-0060 Ext.

Fax#: (239)597-0061

STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 6 th day of May, 2005 by Kevin Jensen who is personally known to me - _____, and who did not take an oath.



(Notary Seal & Commission Number)

[Signature]
(Notary Public Signature)

Donna L. Lundgren
(Printed Name of Notary Public)

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: COLLEGE CLUB APARTMENTS

STRAP NUMBER: 11-46-25-00-00001.0070

LOCATION: 17101 - 191 College Club Loop, Ft Myers

OWNER'S NAME: University Club Apartments / Gulf Coast, LLC

OWNER'S ADDRESS: 7995 B Perserve Circle

OWNER'S ADDRESS: Naples,FL 34119-

TYPE UTILITY SYSTEM: POTABLE WATER

(Please provide separate 'Certifications' for potable water, sanitary sewer and effluent reuse facilities.)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

Please list each element of the system from the drop-down list provided.

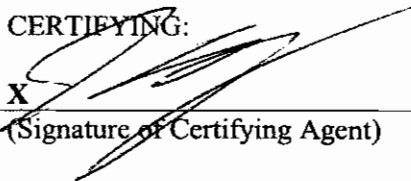
ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
SINGLE WATER SERVICE/COMPLETE	10"	1.0	EA	\$4,200.00	\$4,200.00
CL-50 DIP	16"	892.0	LF	\$26.00	\$23,192.00
GATE VALVE	16"	2.0	EA	\$4,000.00	\$8,000.00
ASSORTED FITTINGS	16"x12"	1.0	EA	\$1,140.00	\$1,140.00
ASSORTED FITTINGS	16"x2"	1.0	EA	\$450.00	\$450.00
ASSORTED FITTINGS	16"	1.0	EA	\$740.00	\$740.00
PVC C-900 DR-14	12"	13.0	LF	\$22.00	\$286.00
GATE VALVE	12"	1.0	EA	\$1,300.00	\$1,300.00
ASSORTED FITTINGS	12"	2.0	EA	\$400.00	\$800.00
TOTAL					\$40,108.00

(If more space is required, use additional forms(s).)



I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lec County and corresponds with the record drawings.

CERTIFYING:

X 
(Signature of Certifying Agent)

Kevin Jensen, President
(Name & Title of Certifying Agent)

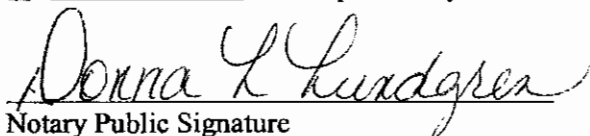
Jensen Underground Utilities, Inc.
(Name of Firm or Corporation)

5585 Taylor Road
(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF FL)
) SS:
COUNTY OF Collier)

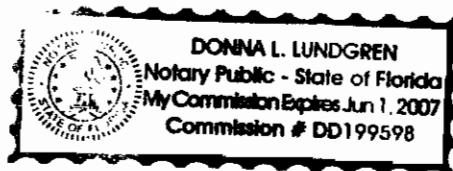
The foregoing instrument was signed and acknowledged before me this 9th day of November, 2004 by Kevin Jensen who is personally known to me - _____, and who did not take an oath.


Notary Public Signature

Donna L. Lundgren
Printed Name of Notary Public

Notary Commission Number

(NOTARY SEAL)



CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: COLLEGE CLUB APARTMENTS

STRAP NUMBER: 11-46-25-00-00001.0070

LOCATION: 17101 - 191 College Club Loop, Ft Myers

OWNER'S NAME: University Club Apartments / Gulf Coast, LLC

OWNER'S ADDRESS: 7995 B Perserve Circle

OWNER'S ADDRESS: Naples,FL 34119-

TYPE UTILITY SYSTEM: SANITARY SEWER

(Please provide separate 'Certifications' for potable water, sanitary sewer and effluent reuse facilities.)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

Please list each element of the system from the drop-down list provided.

ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
PVC C-900 DR-18	12"	2,509.0	LF	\$18.00	\$45,162.00
ASSORTED FITTINGS	12"x6"	1.0	EA	\$1,100.00	\$1,100.00
ASSORTED FITTINGS	12"	1.0	EA	\$400.00	\$400.00
PLUG VALVE	12"	3.0	EA	\$2,000.00	\$6,000.00
HDPE SDR-11 CASING	12"	130.0	LF	\$104.00	\$13,520.00
HDPE SDR-11	6"	140.0	LF	\$14.00	\$1,960.00
PLUG VALVE	6"	2.0	EA	\$800.00	\$1,600.00
ASSORTED FITTINGS	6"	1.0	EA	\$270.00	\$270.00
TOTAL					\$70,012.00

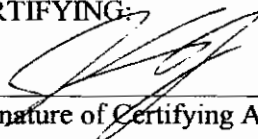
(If more space is required, use additional forms(s).)



I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

X



(Signature of Certifying Agent)

Kevin Jensen, President

(Name & Title of Certifying Agent)

Jensen Underground Utilities, Inc.

(Name of Firm or Corporation)

5585 Taylor Road

(Address of Firm or Corporation)

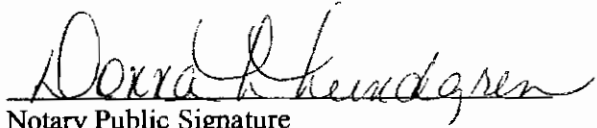
Naples, FL 34109 -

STATE OF FL)

) SS:

COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 9th day of November, 2004 by Kevin Jensen who is personally known to me - _____, and who did not take an oath.



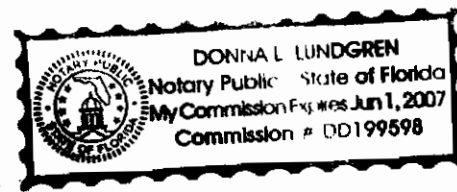
Notary Public Signature

Donna L. Lundgren

Printed Name of Notary Public

Notary Commission Number

(NOTARY SEAL)



TO: RECORDERS OFFICE

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gulledge

**CHARGE TO: LEE COUNTY UTILITIES -
LCU 500283**

ACCOUNT NO. OD5360748700.504930

THANK YOU.

FOR UTILITIES USE ONLY:

BLUE SHEET NO. 20060988-UTL

PROJECT NAME: COLLEGE CLUB APARTMENTS

**EASEMENT NAME: UNIVERSITY CLUB
APARTMENTS/GULF COAST,
LLC**

This Instrument Prepared By:
Lee County Utilities
1500 Monroe Street - 3rd Floor
Fort Myers, Florida 33901

Strap Number(s):

11-46-25-00-00001.0070

LCU 500283

(THIS SPACE RESERVED FOR RECORDING)

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 2006, by and between “**UNIVERSITY CLUB APARTMENTS/GULF COAST, INC.**”, Owner, hereinafter referred to as GRANTOR(S), and “**LEE COUNTY**”, a political subdivision of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit “A”, attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit “A”), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

BS 20060988-UTL



3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

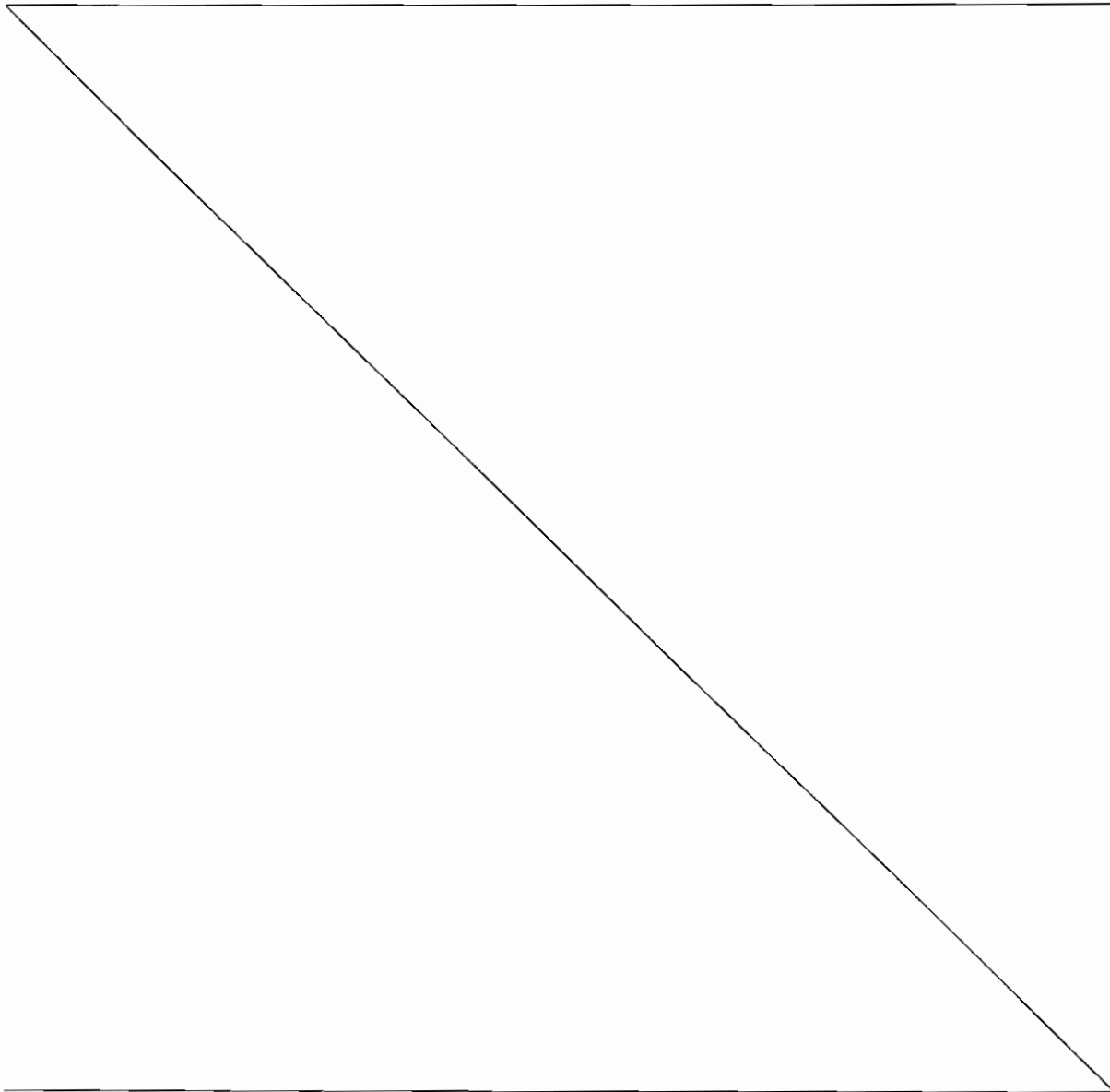
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)



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

Philip J. Zoltek
[1st Witness' Signature]

PHILIP J. ZOLTEK
[Type or Print Name]

[Signature]
[2nd Witness' Signature]

FRANK D. HONER
[Type or Print Name]

BY: [Signature]
[Signature Grantor's/Owner's]

Mr. Frank Potestio JR.
[Type or Print Name]

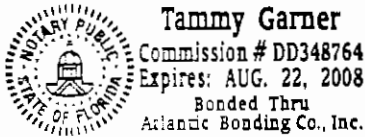
Owner
[Title]

STATE OF FLORIDA

COUNTY OF COLLER

The foregoing instrument was signed and acknowledged before me this 12th day of May 2005, by Frank who produced the following as identification Driver's License or is personally know to me, and who ~~did~~ did not take an oath.

[stamp or seal]



Tammy Garner
[Signature of Notary]

Tammy Garner
[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney
Scott S. Coover, Esquire

**LEGAL DESCRIPTION
COLLEGE CLUB APARTMENTS
UTILITY EASEMENT
FOR MASTER METER
Section 11, Township 46 South, Range 25 East
Lee County, Florida**

A parcel of land lying in Section 11, Township 46 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

COMMENCE at the northwest corner of the aforementioned Section 11; thence along the north line of said Section 11, S.89°42'24"E., 1844.61 feet; thence S.01°01'21"W., 50.00 feet to the intersection of the South right-of-way line of Alico Road and the West right-of-way line of Ben Hill Griffin Parkway; thence, continue, Southerly along said West right-of-way line of Ben Hill Griffin Parkway for the following two (2) courses:

1. S.01°01'21"W., 968.81 feet;
2. Southerly along the arc of a circular curve concave to the West, having for its elements a radius of 9925.00 feet, a central angle of 17°18'58", a chord distance of 2988.16 feet, a chord bearing of S.09°40'50"W., an arc distance of 2999.56 feet;

to the **POINT OF BEGINNING**; thence, continue along said West right-of-way line of Ben Hill Griffin Parkway and along the arc of a tangent circular curve concave to the West having for its elements a radius of 9,925.00 feet, a central angle of 00°06'56", a chord distance of 20.00 feet, a chord bearing of S.18°27'00"W., an arc distance of 20.00 feet; thence N.71°53'47"W., 20.00 feet; thence N.18°27'02"E., 20.00 feet; thence S.71°53'47"E., 20.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 400 square feet, more or less.


SEE ATTACHED SKETCH

This legal description is not valid without the signature and the original raised seal of a Florida registered surveyor and mapper.

Bearings herein are based on the Florida State Plane Coordinate System (North American Datum of 1983 / 1990 adjustment - NAD83/90) Florida West Zone, fixing the North line of Section 11, Township 46 South, Range 25 East, Lee County, Florida, as S89°42'24"E.

Prepared by:

WilsonMiller, Inc.


Mark D. Haines, PSM
Professional Surveyor and Mapper No. LS 5312
State of Florida

Date: 5/5/04

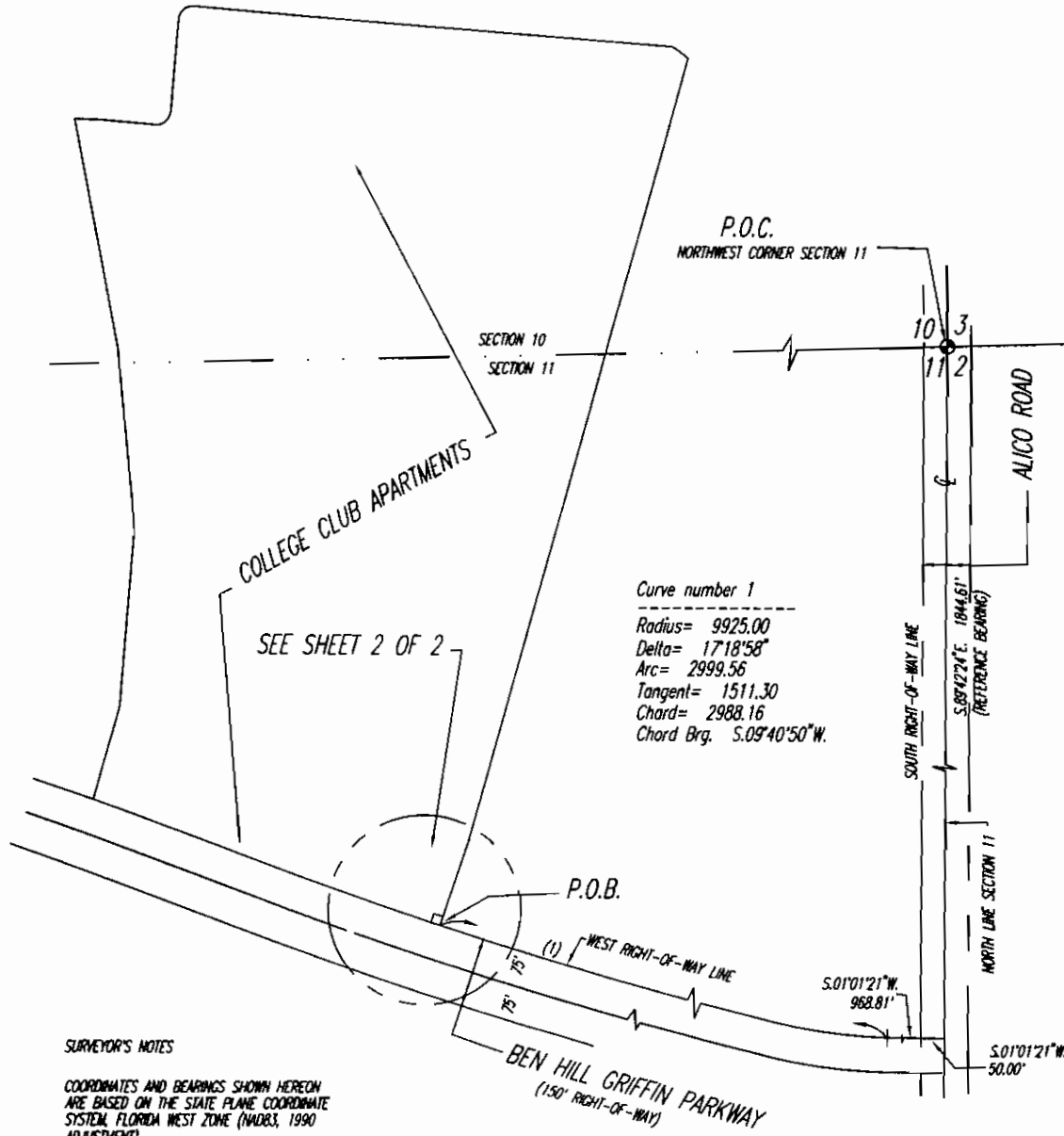
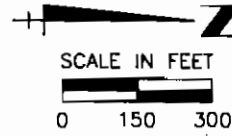
P.I.N. F0253-037-002; Ref. A-0253-301; Date: May 5, 2004

Offices strategically located to serve our clients 800.649.4336

Fort Myers Office 4571 Colonial Boulevard • Fort Myers, Florida 33912 • 239.939.1020 • Fax 239.939.7479

wilsonmiller.com

****SEE ATTACHED LEGAL DESCRIPTION.****
THIS IS NOT A SURVEY.



SURVEYOR'S NOTES

COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE (NAD83, 1990 ADJUSTMENT).

THIS SKETCH DOES NOT PURPORT TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE OR LOCAL AGENCY.

CORNER MONUMENTS WERE NOT SET IN CONJUNCTION WITH THE PREPARATION OF THIS SKETCH.

LEGEND
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 CL - CENTER LINE

FOR: SCM PROPERTIES

May 05, 2004 - 09:53:08 MHAINES\X:\SUR\F025J\Potestio\0253-301001.dwg

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
COLLEGE CLUB APARTMENTS
UTILITY EASEMENT FOR MASTER METER
SEC 11, T46S, R25E, LEE COUNTY, FLORIDA

Wilson Miller

Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants

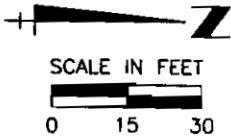
Wilson Miller, Inc.

Naples • Fort Myers • Sarasota • Bradenton • Tampa • Tallahassee

457 Central Blvd, Suite 100, Fort Myers, Florida 33901 Phone 888-692-6280 Fax 888-692-7478 Web-Site www.wilsonmiller.com

DRAWN BY: 1223	CHKD BY: 1223	CAD FILE: 32629 .v1	PIN: F0253-037-002	TASK: CSS00	SHEET 1 OF 2	DRAWING INDEX NO: A-0253-301	REV:
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SEE ATTACHED LEGAL DESCRIPTION.
 THIS IS NOT A SURVEY.



Curve number 1

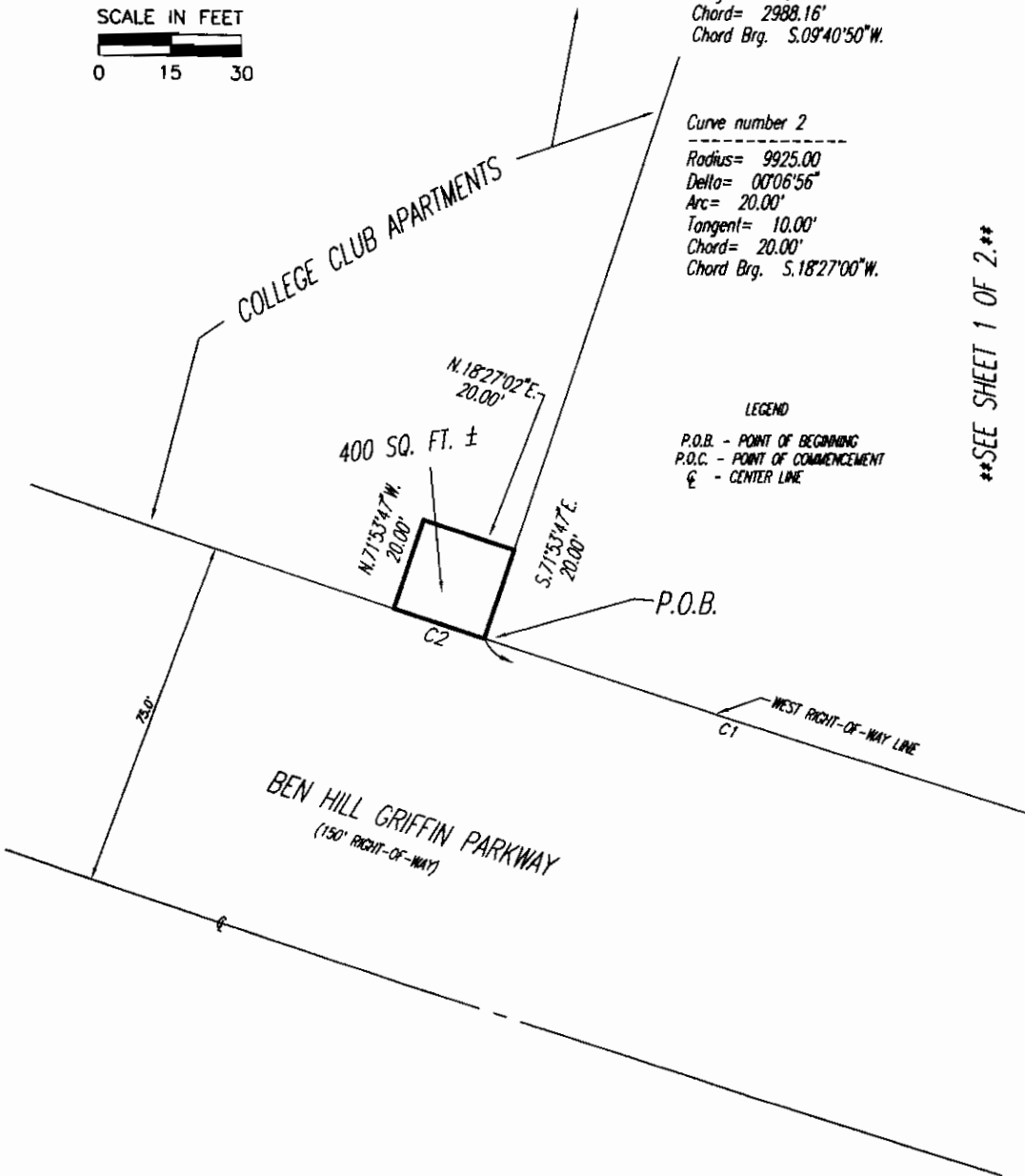
 Radius= 9925.00
 Delta= 17°18'58"
 Arc= 2999.56'
 Tangent= 1511.30'
 Chord= 2988.16'
 Chord Brg. S.09°40'50"W.

Curve number 2

 Radius= 9925.00
 Delta= 00°06'56"
 Arc= 20.00'
 Tangent= 10.00'
 Chord= 20.00'
 Chord Brg. S.18°27'00"W.

LEGEND
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 C - CENTER LINE

SEE SHEET 1 OF 2.



FOR: SCM PROPERTIES

May 05, 2004 - 09:43:23 MHAINES\X:\SUR\F0253\Potestio\0253-301002.dwg

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 COLLEGE CLUB APARTMENTS
 UTILITY EASEMENT FOR MASTER METER
 SEC 11, T46S, R25E, LEE COUNTY, FLORIDA

Wilson Miller

Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants

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Naples • Fort Myers • Sarasota • Bradenton • Tampa • Tallahassee

4571 Colonial Blvd, Suite 300 Fort Myers, Florida 33907 Phone 888-888-8880 Fax 888-888-7479 Web Site www.wilsonmiller.com

DRAWN BY: 1223	CHKD BY: 1223	CAD FILE: 32629 .v1	PIN: F0253-037-002	TASK: CSS00	SHEET 2 OF 2	DRAWING INDEX NO: A-0253-301	REV:
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**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20060989-UTL

1. Action Requested/Purpose:

Approve construction of a force main extension serving *Shops at Jamaica Bay* to provide sanitary sewer service to this proposed commercial building. This is a Developer Contributed asset project located at the southeast corner of US 41 and Jamaica Bay Boulevard.

2. What Action Accomplishes:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

3. Management Recommendation:

Approval.

4. Departmental Category: 10

CIOI

5. Meeting Date:

08-29-2006

6. Agenda:

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

7. Requirement/Purpose (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department Public Works
 Division Utilities
 By: Douglas Meurer 8/10/2006
Douglas Meurer, P.E., Director

9. Background:

The Letter of Intent has been received.
 The review fee has been paid.
 The plans have been reviewed for conformance to the Lee County Utilities Operations Manual.
 Potable water service and fire protection will be provided by LCU by connecting to existing infrastructure located within the right-of-way of US 41.
 The project is to construct 195' ± of 4" diameter force main with all related fittings.
 The developer elected to construct a privately owned and maintained lift station.
 50% of the connection fees have been paid.
 Project Location Map---copy attached.
 No funds required.

SECTION 36 TOWNSHIP 45S RANGE 24E DISTRICT # 5 COMMISSIONER ALBION

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>J. Lavender</i> Date: 8-14-06	N/A	N/A	<i>N.O.</i> T. Osterhout Date: 8/10	S. Covert Date: 8/15/06	<i>ebw</i> 8-15-06	<i>58</i> 8/15/06		<i>JK</i> 8/16/06	<i>J. Lavender</i> Date: 8-14-06

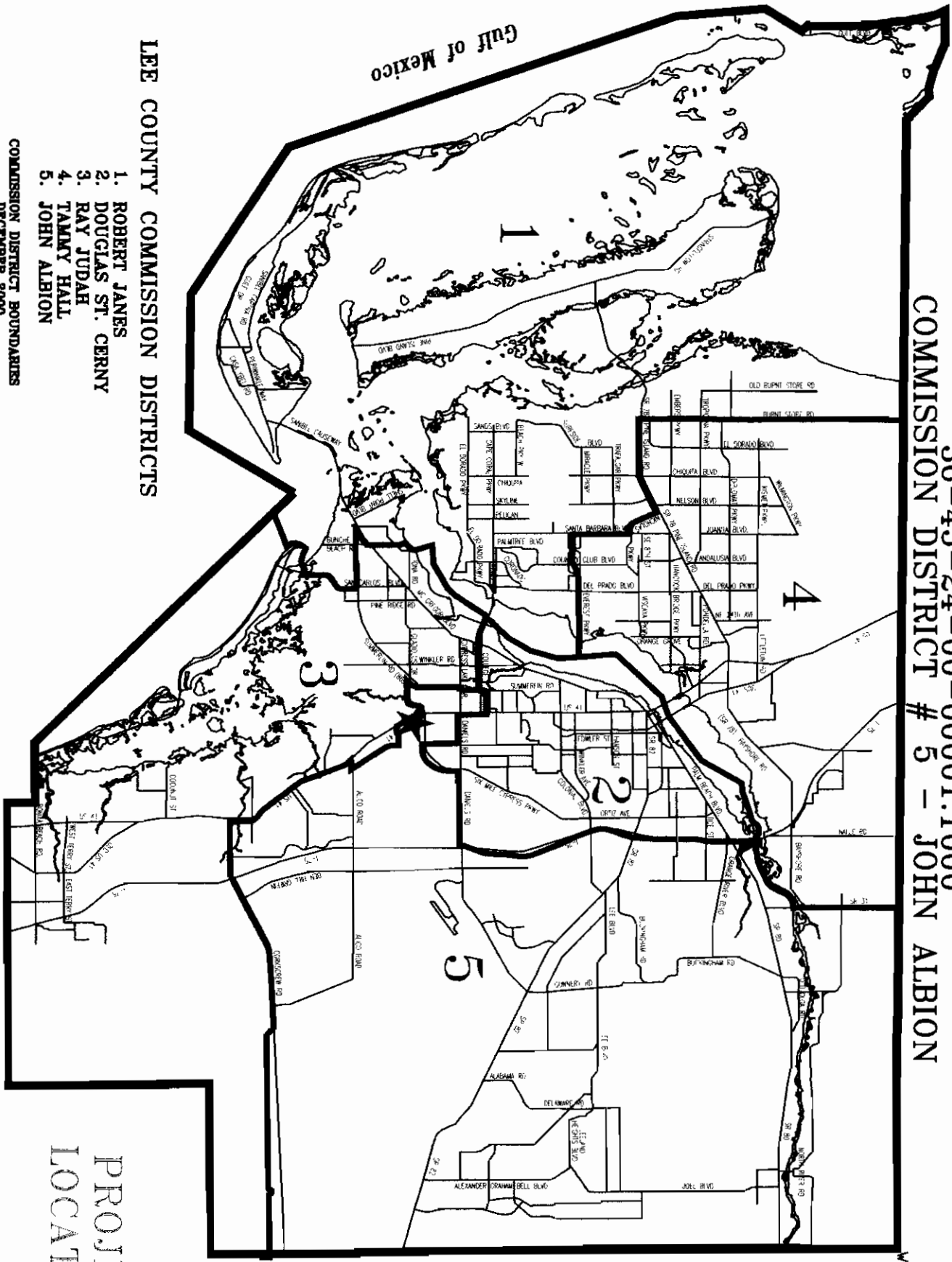
11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN:
 8/15/06 9:30
 " CW 12:00
 COUNTY ADMIN
 FORWARDED TO:

Rec. by CoAtty
 Date: 8/14/06
 Time: 3:50 pm
 Forwarded To:
 Admin
 8/15/06 9:10

SHOPS AT JAMAICA BAY
36-45-24-00-00001.1000
COMMISSION DISTRICT # 5 - JOHN ALBION



LEE COUNTY COMMISSION DISTRICTS

1. ROBERT JAMES
2. DOUGLAS ST. CERNY
3. RAY JUDAH
4. TAMMY HALL
5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
 DECEMBER 2000

**PROJECT
 LOCATION**

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

Blue Sheet No. 20060990-UTL

1. Action Requested/Purpose:

Approve construction of water main and gravity main extensions serving *River Hall Country Club, Phase II* to provide potable water service, fire protection and sanitary sewer service to this phase of the proposed residential subdivision. This is a Developer contributed asset and the project is located along the south side of S.R. 80 approximately 1/2 mile east of Buckingham Road.

2. What Action Accomplishes:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

3. Management Recommendation:

Approval.

4. Departmental Category: 10		C105	5. Meeting Date: 08-29-2006	
6. Agenda:	7. Requirement/Purpose (specify)		8. Request Initiated:	
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute	Commissioner _____ Department <u>Public Works</u> Division <u>Utilities</u> By: <u>Douglas Meurer</u> 8/10/2006 Douglas Meurer, P.E., Director		
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance			
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code			
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other			
<input type="checkbox"/> Walk-On	<input type="checkbox"/> Approval			

9. Background:

The Letter of Intent has been received.
 The review fee has been paid.
 The plans have been reviewed for conformance to the Lee County Utilities Operations Manual.
 The project is to construct 1,262'± of 10" diameter water main; 20,427'± of 8" diameter water main; 32 fire hydrants; 19,294' ± of 8" diameter gravity main and 102 manholes.
 50% of the connection fees have been paid.
 Project Location Map---copy attached.
 No funds required.

SECTION 27 & 35 TOWNSHIP 43S RANGE 26E DISTRICT # 5 COMMISSIONER ALBION

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>J. Lavender</i> Date: 8/14/06	N/A	N/A	<i>T.O.</i> T. Osterhout Date: 8/10	<i>S. Covert</i> S. Covert Date:	<i>8-15-06</i>	<i>8/15/06</i>		<i>8/16/06</i>	<i>J. Lavender</i> Date: 8-14-06

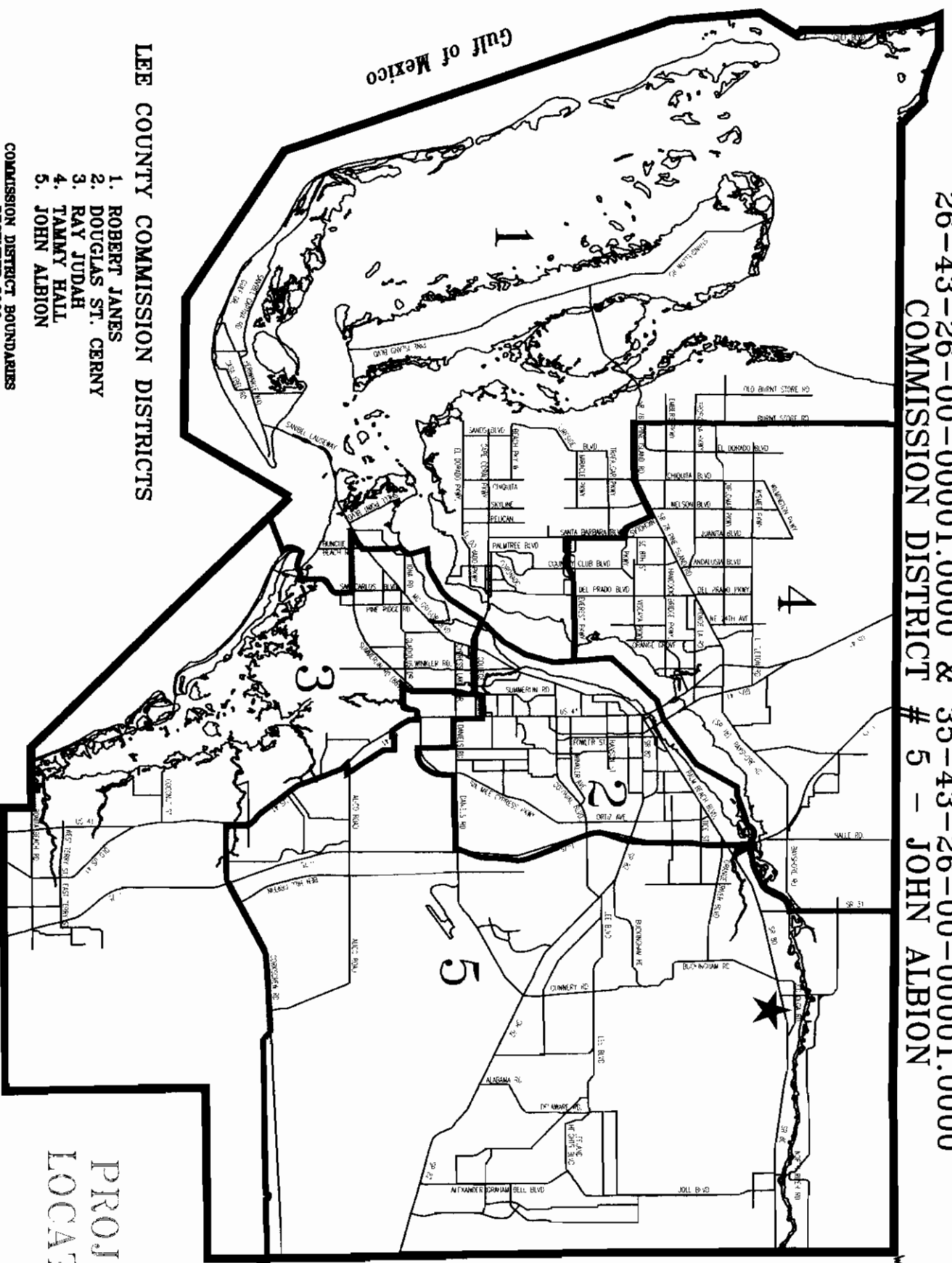
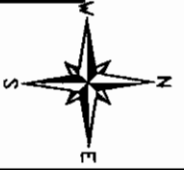
11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: 8-15-06 9:30
" " 8/15/06 12:00
COUNTY ADMIN FORWARDED TO: 8/15/06

Rec. by CoAtty
Date: 8/14/06
Time: 3:50pm
Forwarded To: Admin
8/15/06 9:10

RIVER HALL COUNTRY CLUB PHASE II
COMMISSION DISTRICT # 5 - JOHN ALBION
 26-43-26-00-00001.0000 & 35-43-26-00-00001.0000



LEE COUNTY COMMISSION DISTRICTS

1. ROBERT JANES
2. DOUGLAS ST. CERNY
3. RAY JUDAH
4. TAMMY HALL
5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
 DECEMBER 2000

**PROJECT
 LOCATION**

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

Blue Sheet No. 20061052

1. ACTION REQUESTED/PURPOSE: Approve the utilization of piggybacking from Martin County, Bid # 5584 Annual Agreement, A/R 05-352, with Synagro, at a price per 1000 gallons processed at \$46.00. The estimated annual expenditure is \$1,000,000.00 for dewatering, transportation and disposal of wastewater residuals from Fiesta Village, Gateway, Three Oaks, and Waterway Estates wastewater plants. Also, allow Chairwomen to execute the Service Agreement on behalf of the Board.

2. WHAT ACTION ACCOMPLISHES: By allowing the Department to piggyback onto Martin County's contract with Synagro, it will allow Lee County Utilities – Operations Division to complete the needed dewatering, transportation and disposal of wastewater residuals from Fiesta Village, Gateway, Three Oaks, and Waterway Estates wastewater plants.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval.

4. Departmental Category: 10 C10K		5. Meeting Date: 08-29-2006
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	<input type="checkbox"/> Ordinance
	<input checked="" type="checkbox"/> Admin. Code AC-4-4	<input type="checkbox"/> Other
	8. Request Initiated:	
Commissioner _____		Department Utilities
Division _____		By: Douglas Meurer, Director <i>Douglas Meurer</i> 8-15-06

9. Background:
 The Contracts Management office received a request from Lee County Utilities Operations Division, to utilize piggybacking from Martin County, Bid # 5584 Annual Agreement No. A/R 05-352, to dewater, transport and dispose of wastewater residuals from Fiesta Village, Gateway, Three Oaks, and Waterway Estates wastewater plants.

Section 5: Unique Services, 5.0 Piggybacking, of the Lee County Contract Manual allows Lee County to utilize the bids of other Governmental entities as long as the procurement has gone through their competitive bidding process.

- Attachments: 1) Department Request to Piggyback
 2) Authorization from Martin County to Piggyback
 3) Quote and Piggyback Authorization from Synagro

Funds are available in the following accounts: OD5362348700.504340 Waterway Estates
 OD5362448700.504340 Fiesta Village
 OD5362848700.504340 Gateway
 OD5362948700.504340 Three Oaks

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>Jamie</i> 8-16-06		N/A			RK 8/17	of 8/16/06	8/16/06	8/17/06	<i>Jamie</i> 8-16-06

11. Commission Action:

- Approved
 Deferred
 Denied
 Other

RECEIVED BY COUNTY ADMIN: *21*
 8-17-06; 9:45 AM
 COUNTY ADMIN FORWARDED TO:
[Signature]

Rec. by COAtty
 Dated 8/16/06
 Time: 1:30 PM
 Forwarded to:

The Operations Division of the Lee County Utilities and Contracts Management have reviewed and verified the documents used. In addition, permission has been given from Martin County and Synagro to piggyback from their contract. Therefore, approval is requested to utilize piggybacking from Martin County's bid, which has gone through their formal bid process for Liquid Biosolids Removal, Dewatering and Hauling. Lee County will utilize this bid to dewater, transport and dispose of wastewater residuals from Fiesta Village, Gateway, Three Oaks, and Waterway Estates wastewater plants.

The Contractor will be required to execute the County's standard Service Agreement and provide insurance as required by Risk Management.



A Residuals Management Company

June 30, 2006

Tom Hill
Manager of Utility Operations
960 N. Collier Boulevard
Fort Myers, FL 34145

VIA FACSIMILE – 239-394-8137


Dear Mr. Hill,

Thank you for the opportunity to work with Lee County regarding mobile dewatering of your wastewater residuals. Synagro is pleased to provide what we feel can be a win-win opportunity for both Lee County and our firm. We would like to offer the following proposal to Lee County;

1. Synagro will dewater, transport, and dispose of material from your wastewater plants (Fiesta Village, Gateway, Three Oaks and Waterway Village). We offer to allow Lee County to piggyback our Martin County contract. The price per thousand gallons processed is \$46.00. I have electronically forwarded the Martin County contract to you for review.
2. The fee assumes that we will transport the dewatered residuals to the Lee/Hendry County landfill and we will pay a tipping fee not to exceed \$26.50 per ton of material delivered to the landfill.
3. We propose to start these services sometime during the month of September, based upon our mutual agreement.

If there are any questions please call me at 772-971-6286 (mobile), or my office 772-234-7350. Thanks again and we look forward to working together.

Sincerely,



Les Kemp
Regional Vice-President



MARTIN COUNTY

BOARD OF COUNTY COMMISSIONERS

2401 S.E. MONTEREY ROAD. STUART, FL 34996

Telephone: (772) 288-5510
Fax: (772) 288-5414 Email:
jpritchard@martin.fl.us

DOUG SMITH
Commissioner, District 1

SUSAN L. VALLIERE
Commissioner, District 2

LEE WEBER MAN
Commissioner, District 3

SARAH HEARD
Commissioner, District 4

MICHAEL DITERLIZZI
Commissioner, District 5

DUNCAN BALLANTYNE
County Administrator

STEPHEN FRY
County Attorney

August 10, 2006

Mr. Tom Hill
Utilities Division
Lee County
1500 Monroe Street, 3rd Floor
Ft. Myers, FL 33901

Dear Mr. Hill;

Please be advised that Martin County currently has a contract with Synagro South, LLC for the Annual Agreement for Liquid Biosolids Removal, Dewatering and Hauling, #AIR 05-352. This contract was awarded on September 20th of 2005. By way of this letter and included in our bid document under Special Conditions -C-16 please be advised that Martin County will allow other municipalities to piggyback this agreement.

Please feel free to call me with any questions.

Sincerely,

James Pritchard
Senior Buyer

TELEPHONE
772-288-5400

WEB ADDRESS
<http://www.martin.fl.us>

asd2006L533

SERVICE CONTRACT
A/R 05-352 – Annual Agreement for Liquid Biosolids Removal,
Dewatering and Hauling

This Service Contract made this 20th day of September, 2005, by and between Martin County, a political subdivision of the State of Florida, (hereinafter referred to as "COUNTY") and Synagro South, Inc., (hereinafter referred to as "CONTRACTOR").

NOW, THEREFORE, in accordance with the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Contractor agrees to perform and carry out in a satisfactory and proper manner the services pursuant to the specifications set forth in the bid documents attached hereto as Exhibit "A". All bid documents, as well as Contractor's bid, are incorporated herein as Exhibit "B".

The County reserves the right to add or delete from the Specifications set forth in the bid documents by amendment to this contract.

2. The County agrees to pay the Contractor for the work performed pursuant to the specifications. The Contractor will bill the County on a monthly basis or as otherwise provided for the work performed.

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the initiating County Department and then will be sent to the Accounting Department for payment. Invoices must be made within thirty (30) days of approval by the County.

3. This Contract shall be for a period of three (3) years beginning September 20, 2005 ending September 19, 2008 with an option of two (2) 36 month renewals provided both parties are in agreement and there are no changes to the terms and conditions. The Contractor shall be notified in writing no less than sixty days prior to the expiration of the current term of the contract.

4. County may terminate this Contract for any reason upon thirty (30) days prior to written notice. Additionally, any deficiency report to Contractor by the County representative shall be corrected during the same business work day reported. If corrective work is not performed during that time, deficiency will be corrected by County personnel and charged back to the Contractor.

5. The Contractor shall not commence work under this Contract until all insurance required under this Section has been obtained and such insurance has been approved by the County. Insurance shall be in full compliance with requirements as set forth in the bid document.

A. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish original Certificates of Insurance to the County prior to the commencement of work. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation for the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Contractor of its liability obligations under this Contract.

B. The Contractor shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$100,000 per person, \$300,000 per occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage arising from operations of the Contractor or by anyone directly employed by or contracting with the Contractor.

C. The Contractor shall maintain, during the life of this contract, Comprehensive Liability Insurance in the amount of \$100,000 per person for bodily injury and property damage liability and \$300,000 per occurrence, to protect the Contractor from claims for damages for bodily injury, including death as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

D. The Contractor shall maintain, during the life of this Contract, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees (if three or more) per Section 440.02, Florida Statutes. If employing any subcontractors; the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless covered by the protection afforded by the Contractor.

E. All insurance, except Worker's Compensation, to be maintained by the Contractor shall specifically include the County as an "Additional Named Insured".

6. Contractor shall fully comply with all applicable Federal, State, and local laws, rules, and regulations.

7. Any and all legal action necessary to enforce the Contract will be held in Martin County and the Contract will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

8. The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligations, judgement, lien or any form of

indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

9. The Contractor is, and shall be, in the performance of all work services and activities under this Contract, and Independent Contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

10. The Contractor shall be solely responsible in carrying out the terms of this agreement and agrees to defend, indemnify and hold harmless, Martin County, and its officials, officers agents, employees and representatives, past, present and futurc, from and against any and all liabilities, losses suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and legal defense thereof (including, but not limited to attorney fees, court costs and expert witness fees), of any nature whatsoever arising out of or incident to the performance of this contract by Contractor regardless of where the injury, death or damage may occur.

11. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Contract.

12. The Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this Contract. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days prior written notice.

13. The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

14. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in the documents. Accordingly, it is agreed that deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the formality and of equal dignity herewith.

15. If any legal action or other proceeding is brought for the enforcement of this Contract or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expense incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

16. If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable to the remainder of this Contract or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract be deemed valid and enforceable to the extent permitted by law.

17. Any notice, request, demand, consent, approval or other communication required or permitted by this Contract shall be given or made in writing and shall be service (as elected by the party giving such notice) by any of the following methods:

- (i) Hand delivery to the party; or
- (ii) Delivery by commercial overnight courier service; or
- (iii) Mailed by registered or certified mail (postage prepaid),

return receipt requested.

For purposes of notice the addresses are as follows:

CONTRACTOR:
Synagro South, Inc.
331 Legend Trail.
Vero Beach, FL 32963

COUNTY: Martin County
County Administrator
2401 S.E. Monterey Road
Stuart, Florida 34996

Copy to:
General Council
1800 Bering Drive, Suite 1000
Houston, TX 77057

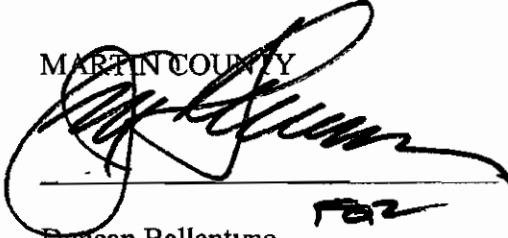
Copy to:
County Attorney
2401 S.E. Monterey Road
Stuart, Florida 34996

Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed. By giving proper notice as required, either party may change its address hereunder.

18. The Contractor warrants that its services under this Contract shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with the standard practices of the specified profession.

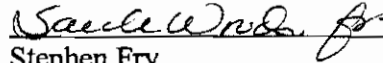
IN WITNESS WHEREOF, the parties hereto set their hands on the day and year first written above.

MARTIN COUNTY



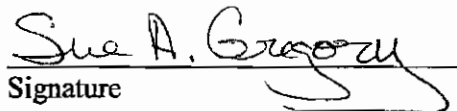
Duncan Ballantyne
County Administrator

APPROVED AS TO FORM AND
CORRECTNESS:



Stephen Fry
County Attorney

WITNESS:



Signature

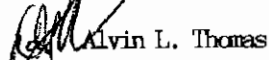
Sue A. Gregory, Legal Manager

Name (Type or Print)

CONTRACTOR:

SYNAGRO SOUTH, INC.

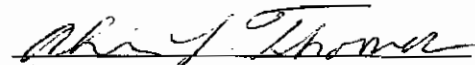
Company Name



Name (Type or Print)

Vice President

Title



Signature

**SOLICITATION FOR FORMAL SEALED BID
MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**

DATE: July 27, 2005
DEPARTMENT: Utilities & Solid Waste

SUBMIT BID TO:
PURCHASING DIVISION
2401 SE MONTEREY RD.
STUART, FLORIDA 34996

BID NUMBER: A/R #05-352

INSTRUCTIONS

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he makes an entry. Bids submitted on any other format shall be disqualified. Bids to include one original and one copy.

Bids must be received in the Purchasing Division, 2401 SE Monterey Rd., Stuart FL, 34996 no later than 2:00 P.M., local time, THURSDAY, August 25, 2005. Bids received after this time & date will not be considered. Bids will be publicly opened and read at the appointed time.

All bids shall be considered FOB Destination. Bids may not be withdrawn for a period of 60 days from bid opening.

INVITATION TO BID

One Time Purchase
 Small Construction
 Annual Requirement Contract
 Vehicle/Equipment (Rolling Stock)

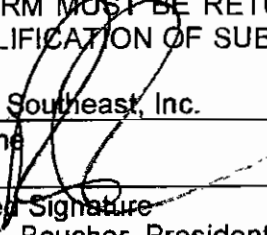
BID TITLE Liquid Biosolids Removal,
Dewatering and Hauling

BID SIGNATURE SECTION

THIS FORM MUST BE RETURNED WITH BID. FAILURE TO SIGN BID WILL RESULT IN DISQUALIFICATION OF SUBMITTAL.

Synagro Southeast, Inc.
Firm Name

772-234-7350
Telephone (Include Area Code)


Authorized Signature
Robert C. Boucher, President

772-234-7320

Fax Number
74-2924511

Name/Title (Please Print)
331 Legend Trail

Federal Employee Identification #

Street Address
Vero Beach, FL 32963

City State Zip

Questions regarding this bid should be addressed to the Purchasing Division: (772) 288-5509.

EXHIBIT B

F. REVISED BID SCHEDULE

In accordance with the terms, conditions and specifications, the undersigned bidder hereby submits the following prices for supplying Martin County with the goods and/or services called for in Bid # A/R 05-352

**Martin County Utilities and Solid Waste Department
Liquid Biosolids Removal, Dewatering and Hauling**

<u>Item</u> <u>Cost</u>	<u>Description</u>	<u>Est. Units (1,000gal)</u>	<u>Unit Cost</u>	<u>Total</u>
1.	Liquid Biosolids (<=1.5 % Solids)	12,500	\$40.50	\$506,250.00
2.	Liquid Biosolids (>1.5 % Solids)	5,000	\$46.00	\$230,000.00
TOTAL BID				\$736,250.00
				(In Figures)

Total Bid (in words)

Seven Hundred Thirty Six Thousand, Two Hundred Fifty Dollars and Zero Cents

Attached is the required 5% Bid Security to this proposal based upon the estimated annual cost (first year of the Contract). Price to be adjusted annually (on the anniversary date) in accordance with Contract Documents

If you are not successful as the low bidder for the primary supplier, would you consider serving as the secondary bidder (backup) supplier with the same terms and conditions as your bid? YES NO

NOTE: Martin County will not be held to any minimums/maximums during the term of agreement.

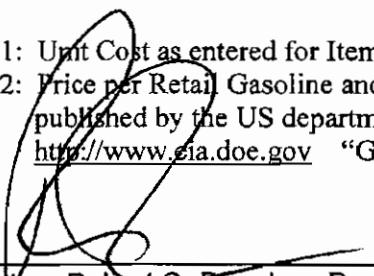
UNIT PRICE DOCUMENTATION

Breakdown of Unit Cost for Future Price Adjustments as defined under Section 11.

<u>Item</u>	<u>Description</u>	<u>% of Unit Cost (1)</u>
2.	Tipping Fee:	<u>21%</u>
3.	Energy Costs (gasoline):	<u>3%</u>
4.	Energy Cost (diesel fuel):	<u>21%</u>
5.	All Other Costs:	<u>55%</u>
	Total:	<u>100%</u>
6.	Tipping Fee at Time of Bid -	<u>\$25.00</u>
7.	Gasoline Price at Time of Bid (2) -	<u>\$258.80</u> ; date <u>8/22/2005</u>
8.	Diesel Fuel Price at Time of Bid (2) -	<u>\$251.90</u> ; date <u>8/22/2005</u>

Note 1: Unit Cost as entered for Item 1 above

Note 2: Price per Retail Gasoline and On-Highway Diesel Fuel Prices for "Lower Atlantic", as published by the US department of Energy's Energy Information Administration.
<http://www.eia.doe.gov> "Gasoline and Diesel Fuel Update"


Signature Robert C. Boucher, President

Synagro Southeast, Inc.
Firm Name

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD:

ADDENDUM # 1 THROUGH ADDENDUM # 3

END OF BID SCHEDULE



MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS
2401 S.E. MONTEREY ROAD • STUART, FL 34995

DOUG SMITH
Commissioner, District 1

SUSAN L. VALLIERE
Commissioner, District 2

LEE WEBERMAN
Commissioner, District 3

SARAH HEARD
Commissioner, District 4

MICHAEL D'ETERLIZZI
Commissioner, District 5

DANIEL D. HUDSON
Interim County Administrator

STEPHEN FRY
County Attorney

Issue Date: August 22, 2005

ADDENDUM #3

A/R #05-352

**ANNUAL AGREEMENT FOR LIQUID BIOSOLIDS
REMOVAL, DEWATERING AND HAULING**

BID OPENING 08/25/05

TIME: 2:00 PM

The following information shall become part of the referenced Bid and shall be binding as if originally contained therein:

Reference: **Clarification to Bid Documents.**

Update of Monthly biosolids production for the year 2004 is attached.

RECEIPT OF ADDENDUM # 3 THROUGH ADDENDUM
3 IS HEREBY ACKNOWLEDGED

Synagro Southeast, Inc.
Firm Name

Robert C. Boucher, President
Signature

TELEPHONE
772-288-5400

WEB ADDRESS
<http://www.martin.fl.us>

Page 3

Question 3: Is it permissible or preferred that we submit alternate bids for landfill disposal and any potential alternate disposal options?
Answer: No

Question 4: Do you have any information available concerning the variability of the percent solids of the liquid biosolids from each plant?
Answer: Percent solids at the Martin County facilities currently vary between 0.75% and 2.0%.

RECEIPT OF ADDENDUM # 2 THROUGH ADDENDUM
2 IS HEREBY ACKNOWLEDGED

Synagro Southeast, Inc.

Firm Name

Signature

Robert C. Boucher
President

If you are not successful as the low bidder for the primary supplier, would you consider serving as the secondary bidder (backup) supplier with the same terms and conditions as your bid? YES NO

NOTE: Martin County will not be held to any minimums/maximums during the term of agreement.



MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS
2401 S.E. MONTEREY ROAD • STUART, FL 34996

Issue Date: August 17, 2005

DOUG SMITH
Commissioner, District 1

SUSAN L. VALLIERE
Commissioner, District 2

LEE WEBERMAN
Commissioner, District 3

SARAH HEARD
Commissioner, District 4

MICHAEL DITERLIZZI
Commissioner, District 5

DANIEL G. HUDSON
Interim County Administrator

STEPHEN FRY
County Attorney

ADDENDUM #1

A/R #05-352

**ANNUAL AGREEMENT FOR LIQUID BIOSOLIDS
REMOVAL, DEWATERING AND HAULING**

BID OPENING 08/25/05

TIME: 2:00 PM

The following information shall become part of the referenced Bid and shall be binding as if originally contained therein:

Reference: Clarification to Bid Documents.

Attached Please find answers to questions asked at the pre-bid and submitted by bid holders.

NOTE: Additional questions will be received through the end of business day on Thursday August 18, 2005.

RECEIPT OF ADDENDUM # 1 THROUGH
ADDENDUM # 1 IS HEREBY ACKNOWLEDGED

Synagro Southeast, Inc.
Firm Name

Robert C. Boucher
Signature
President

TELEPHONE
772-288-5400

WEB ADDRESS
<http://www.martin.fl.us>

CERTIFICATE OF INSURANCE

Date: (MM/DD/YY)
10/12/2005

PRODUCER
Lockton Companies of Houston
5847 San Felipe, Suite 320
Houston, Texas 77057

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED:
Synagro South, Inc.
4512 Brittmoore
Houston, TX 77041

Insurer A: American International Specialty Lines Ins. Co.
Insurer B: Liberty Mutual Fire Insurance Co.
Insurer C: Liberty Insurance Corporation
Insurer D:
Insurer E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY BE EXHAUSTED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY	EG7546806	05/01/2005	08/01/2006	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (ANY ONE FIRE) \$ 1,000,000
	<input checked="" type="checkbox"/> OCCURRENCE				MED EXP (PER PERSON) \$ 10,000
	<input checked="" type="checkbox"/> XCU NOT EXCLUDED				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> PROJECT	PRODUCTS/COMP. OP. AGG \$ 2,000,000				
B	AUTOMOBILE LIABILITY	AS2-691-437721-015	05/01/2005	05/01/2007	COMBINED SINGLE LIMIT \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				(EACH ACCIDENT)
	<input type="checkbox"/> ALL OWNED AUTOS				
	<input checked="" type="checkbox"/> HIRED AUTOS				DEDUCTIBLE: COLLISION & \$ 1,000
<input checked="" type="checkbox"/> NON-OWNED AUTOS	OTHER THAN COLLISION \$ 1,000				
A	POLLUTION & REMEDIATION LEGAL	EG7546806	05/01/2005	08/01/2006	EACH LOSS \$ 1,000,000
					TOTAL ALL LOSSES \$ 1,000,000
					RETENTION - EACH LOSS \$ 250,000
A	EXCESS LIABILITY/UMBRELLA	BE 974-61-68	05/01/2005	08/01/2006	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCURRENCE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS MADE				RETENTION \$ 10,000
C C	WORKERS' COMPENSATION and EMPLOYERS LIABILITY	WA7-69D-437721-025 (AOS) WC7-891-437721-035 (WI)	05/01/2005	05/01/2006	WORKERS' COMPENSATION STATUTORY
					EL EACH ACCIDENT \$ 1,000,000
			EL DISEASE-EA EMPLOYEE \$ 1,000,000		
			EL DISEASE-POLICY LIMIT \$ 1,000,000		
A	PROFESSIONAL & POLLUTION LEGAL - GENERAL CONTRACTOR'S FORM	COPS1956674	05/01/2005	05/01/2007	EACH CLAIM \$ 1,000,000
					AGGREGATE \$ 1,000,000
					RETENTION \$ 100,000

REMARKS: DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT PROVISIONS:

CHECK BOX BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE REQUIRED BY WRITTEN CONTRACT.
 CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE REQUIRED BY WRITTEN CONTRACT.
Re: Project Description: Annual Agreement for Liquid Biosolids Removal, Dewatering and Hauling, A/R 05-352; Project Location: Stuart, FL. Additional Insured in favor of County (on all policies except Workers' Compensation/EL) where and to the extent required by written contract.

CERTIFICATE HOLDER:

Martin County Board of County Commissioners
Purchasing Division
2401 Southeast Monterey Road
Stuart, FL 34996

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. *EXCEPT 10 DAYS NOTICE FOR NON-PAYMENT.

AUTHORIZED REPRESENTATIVE:

J. Kelly

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Synagro South, Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 4512 Brittmoore Road	Requester's name and address (optional)
City, state, and ZIP code Houston, TX 77041	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								
7	6	4	6	1	2	5	6	7

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶

Abir Y. Thomas

Date ▶ September 19, 2005

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding,
- or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.



**MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS**

2401 S.E. MONTEREY ROAD • STUART, FL 34996

DOUG SMITH
Commissioner, District 1

SUSAN L. VALLIERE
Commissioner, District 2

LEE WEBERMAN
Commissioner, District 3

SARAH HEARD
Commissioner, District 4

MICHAEL DITERLIZZI
Commissioner, District 5

DANIEL D. HUDSON
Interim County Administrator

STEPHEN FRY
County Attorney

Issue Date: August 22, 2005

ADDENDUM #3

A/R #05-352

**ANNUAL AGREEMENT FOR LIQUID BIOSOLIDS
REMOVAL, DEWATERING AND HAULING**

BID OPENING 08/25/05

TIME: 2:00 PM

The following information shall become part of the referenced Bid and shall be binding as if originally contained therein:

Reference: **Clarification to Bid Documents.**

Update of Monthly biosolids production for the year 2004 is attached.

RECEIPT OF ADDENDUM # _____ THROUGH ADDENDUM
_____ IS HEREBY ACKNOWLEDGED

Firm Name

Signature

TELEPHONE
772-288-5400

WEB ADDRESS
<http://www.martin.fl.us>

EXHIBIT A

Monthly Biosolids Production - 2004						
	Dixie Park WWTP	North WWTP	Martin Downs WWTP	Tropical Farms WWTP	FPUA WRF	SMRU WWTP
Jan	454,229	672,948	444,478	540,000	726,000	120,000
Feb	406,410	465,924	391,160	555,000	870,000	120,000
Mar	510,382	528,082	426,148	930,000	860,000	120,000
Apr	713,211	534,697	480,728	202,645	694,000	120,000
May	175,655	389,041	193,709	82,874	692,000	80,000
June	387,758	175,192	105,289	149,351	633,000	80,000
Jul	265,548	198,706	314,141	465,059	633,000	80,000
Aug	217,936	225,063	255,019	285,866	836,000	80,000
Sep	110,406	214,294	147,213	212,669	230,000	80,000
Oct	203,063	235,200	173,938	211,088	693,000	80,000
Nov	243,833	304,439	330,358	63,749	637,000	120,000
Dec	414,566	342,030	295,066	655,827	718,000	120,000



MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS
2401 S.E. MONTEREY ROAD • STUART, FL 34996

Issue Date: August 17, 2005

DOUG SMITH
Commissioner, District 1

SUSAN L. VALLIERE
Commissioner, District 2

LEE WEBERMAN
Commissioner, District 3

SARAH HEARD
Commissioner, District 4

MICHAEL D'ITERLIZZI
Commissioner, District 5

DANIEL D. HUDSON
Interim County Administrator

STEPHEN FRY
County Attorney

ADDENDUM #2

A/R #05-352

**ANNUAL AGREEMENT FOR LIQUID BIOSOLIDS
REMOVAL, DEWATERING AND HAULING**

BID OPENING 08/25/05

TIME: 2:00 PM

The following information shall become part of the referenced Bid and shall be binding as if originally contained therein:

Reference: **Clarification to Bid Documents.**

Item 2-1: Contract Specifications Section 11.1 – Payment Under the Items and Documentation

DELETE the first sentence of the first paragraph and **REPLACE** with:

The Contractor will be paid at the unit price bid under Items 1 and 2 of Bid Forms A/R #02-238 and these payments shall constitute the total compensation due to the Contractor for the provision of the contracted services during the term of this Contract.

Item 2-2: Section F – The Bid Schedule

DELETE Section F – The Bid Schedule and **REPLACE** with the revised **Section F – REVISED BID SCHEDULE.**

Item 2-3: Contract Specifications Section 1 – Project Description

DELETE the last sentence of the last paragraph and **REPLACE** with:

“The biosolids can not be land applied within the Martin County, St. Lucie County and the Okeechobee phosphorous area.”

TELEPHONE
772-288-5400

WEB ADDRESS
<http://www.martin.fl.us>

Item 2-4: Addendum Item 1-14

DELETE the last sentence of the paragraph and **REPLACE** with:

“The biosolids can not be land applied within the Martin County, St. Lucie County and the Okeechobee phosphorous area.”

Bid Security Clarification that Bid Security is, as specified in the legal ad, “**the sum of not less than five percent (5%) of the total annual cost (first year of contract)**”. Please insert the correct amount in the Bid Bond form supplied in the Bid packet.

Questions Submitted by Larry Crawford on August 18, 2005.

Question 1: Please provide a summary of monthly liquid biosolids production volumes for each facility so that we can assess seasonal variation.

Answer: Monthly biosolids production for the year 2004 is provided below.

Monthly Biosolids Production (1,000 gallons) - 2004						
	Dixie Park WWTP	North WWTP	Martin Downs WWTP	Tropical Farms WWTP	FPUA WRF	SMRU WWTP
Jan	454,229	672,948	444,478	540,000	726,000	
Feb	406,410	465,924	391,160	555,000	870,000	
Mar	510,382	528,082	426,148	930,000	860,000	
Apr	713,211	534,697	480,728	202,645	694,000	
May	175,655	389,041	193,709	82,874	692,000	
Jun	387,758	175,192	105,289	149,351	633,000	
Jul	265,548	198,706	314,141	465,059	633,000	
Aug	217,936	225,063	255,019	285,866	836,000	
Sep	110,406	214,294	147,213	212,669	230,000	
Oct	203,063	235,200	173,938	211,088	693,000	
Nov	243,833	304,439	330,358	63,749	637,000	
Dec	414,566	342,030	295,066	655,827	718,000	

Question 2: Notwithstanding the Scope statement under Section E on page 11 of the bid document indicating that the biosolids will be disposed of outside of Martin and St. Lucie County, are we correct to interpret that this not part of the contract specification and that the contractor is allowed to submit any permitted disposal option as indicated under Section 7 & 11.2.1 of the Specifications?

Answer: Refer to Addendum Item 2-3 and 2-4

Question 3: Is it permissible or preferred that we submit alternate bids for landfill disposal and any potential alternate disposal options?

Answer: No

Question 4: Do you have any information available concerning the variability of the percent solids of the liquid biosolids from each plant?

Answer: Percent solids at the Martin County facilities currently vary between 0.75% and 2.0%.

RECEIPT OF ADDENDUM # _____ THROUGH ADDENDUM
_____ IS HEREBY ACKNOWLEDGED

Firm Name

Signature

F. REVISED BID SCHEDULE

In accordance with the terms, conditions and specifications, the undersigned bidder hereby submits the following prices for supplying Martin County with the goods and/or services called for in Bid # A/R 05-352

Martin County Utilities and Solid Waste Department
Liquid Biosolids Removal, Dewatering and Hauling

<u>Item Cost</u>	<u>Description</u>	<u>Est. Units (1,000gal)</u>	<u>Unit Cost</u>	<u>Total</u>
1.	Liquid Biosolids (<=1.5 % Solids)	12,500	_____	
2.	Liquid Biosolids (>1.5 % Solids)	5,000	_____	_____
TOTAL BID			_____	
			(In Figures)	

Total Bid (in words)

Attached is the required 5% Bid Security to this proposal based upon the estimated annual cost (first year of the Contract). Price to be adjusted annually (on the anniversary date) in accordance with Contract Documents

If you are not successful as the low bidder for the primary supplier, would you consider serving as the secondary bidder (backup) supplier with the same terms and conditions as your bid? _____YES _____NO

NOTE: Martin County will not be held to any minimums/maximums during the term of agreement.



MARTIN COUNTY
BOARD OF COUNTY COMMISSIONERS
2401 S.E. MONTEREY ROAD • STUART, FL 34996

Issue Date: August 17, 2005

DOUG SMITH
Commissioner, District 1

SUSAN L. VALLIERE
Commissioner, District 2

LEE WEBERMAN
Commissioner, District 3

SARAH HEARD
Commissioner, District 4

MICHAEL DITERLIZZI
Commissioner, District 5

DANIEL D. HUDSON
Interim County Administrator

STEPHEN FRY
County Attorney

ADDENDUM #1

A/R #05-352

**ANNUAL AGREEMENT FOR LIQUID BIOSOLIDS
REMOVAL, DEWATERING AND HAULING**

BID OPENING 08/25/05

TIME: 2:00 PM

The following information shall become part of the referenced Bid and shall be binding as if originally contained therein:

Reference: **Clarification to Bid Documents.**

Attached Please find answers to questions asked at the pre-bid and submitted by bid holders.

NOTE: Additional questions will be received through the end of business day on Thursday August 18, 2005.

RECEIPT OF ADDENDUM # _____ THROUGH
ADDENDUM # _____ IS HEREBY ACKNOWLEDGED

Firm Name

Signature

TELEPHONE
772-288-5400

WEB ADDRESS
<http://www.martin.fl.us>

DATE: August 17, 2005

Page 2

Bid No. A/R 05-352.

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents issued July 27, 2005 as noted below. The Bidder shall acknowledge receipt of the Addendum in the space provided on the Bid Form or on page 1 of Addenda.

Item 1-1: Contract Specifications Section 1 – Project Description

DELETE “mobile centrifuge-dewatering” from the second sentence of the first paragraph and **REPLACE** with “mobile mechanical-dewatering”

Item 1-2: Contract Specifications Section 1 – Project Description

DELETE “mobile centrifuge dewatering facilities” from the first sentence of the second paragraph and **REPLACE** with “mobile mechanical-dewatering units”

Item 1-3: Contract Specifications Section 1 – Project Description

DELETE “dry biosolids” from the first sentence of the second paragraph and **REPLACE** with “biosolids”

Item 1-4: Contract Specifications Section 2 – Responsibilities of the Contractor

DELETE “and ownership” from the first sentence of the first paragraph

Item 1-5: Contract Specifications Section 2 – Responsibilities of the Contractor

DELETE “20%” from the fifth sentence of the first paragraph and **REPLACE** with “16%”.

Item 1-6: Contract Specifications Section 2 – Responsibilities of the Contractor

DELETE the last two sentences of the first paragraph and **REPLACE** with:

“All dewatered biosolids must be removed from the WWTP site at the end of each day; under no circumstances shall dewatered biosolids be left on-site after the operating hours set forth in Section 3.0. All other equipment (e.g., mobile mechanical dewatering units, polymer, fuel, tools, etc.)

Page 3

associated with the Contractor’s operations may remain on-site overnight if dewatering operations are planned for the following day. However,

since it is anticipated that dewatering will occur for only a certain number of consecutive days per week or month, all Contractor equipment (e.g., mobile mechanical dewatering units, polymer, fuel, tools, etc.) must be removed from the site at the conclusion of the last day of an operating cycle.”

Item 1-7: Contract Specifications Section 2 – Responsibilities of the Contractor

DELETE Table 1-2 and **REPLACE** with the following:

Table 1-2		<u>Liquid Biosolids to be removed per year:</u>	
WWTP	Permitted Capacity	Anticipated Quantity (million gallons)	Anticipated Solids Range %
North WWTP	1.20 mgd MMADF	4.5 (note 1)	1.0 – 3.0
Dixie Park WWTP	1.50 mgd TMADF	4.3 (note 1)	1.0 – 3.0
Tropical Farms WWTP	0.94 mgd MMADF	4.9 (note 1)	1.0 – 3.0
Martin Downs WWTP	1.75 mgd AADF	3.8 (note 1)	1.0 – 3.0
FPUA WRF	10 mgd	9.6 (Note 2)	2.0 – 3.0
SMRU WWTP	1.2 mgd	2.0 (Note 3)	1.0 – 3.0

Note 1: Growth is anticipated to be 10% per year.
 Note 2: Growth is anticipated to be 10% per year.
 Note 3: No growth is anticipated.

Item 1-8: Contract Specifications Section 2 – Responsibilities of the Contractor

DELETE “mobile dewatering centrifuge” from the last sentence of the last paragraph and **REPLACE** with “mobile mechanical-dewatering unit”

Item 1-9: Contract Specifications Section 2 – Responsibilities of the Contractor

ADD the following paragraph to the end of the Section:
 “The Contractor shall provide, at no extra expense to the Owner, sufficient backup equipment to cover all phases of the Contract. In the event that equipment becomes unavailable or inoperable, the Contractor shall mobilize backup equipment to ensure a smooth, efficient, continuous operation within 24 hours”

Item 1-10: Contract Specifications Section 2 – Responsibilities of the Contractor

ADD the following paragraph to the end of the Section:

“The Contractor shall have a minimum of 2 years of experience in dewatering, hauling and disposing of wastewater biosolids using mobile mechanical dewatering units.”

Item 1-11: Contract Specifications Section 3 – Capacity

DELETE “centrifuge dewatering” from the second sentence of the first paragraph and REPLACE with “mobile mechanical-dewatering”

Item 1-12: Contract Specifications Section 5 – Liquid Biosolids Characteristics

DELETE the second sentence of the first paragraph

Item 1-13: Contract Specifications Section 7 – Disposal of Dewatered Biosolids

REMOVE the fourth paragraph that reads:

“The Contractor shall provide, at no extra expense to the Owner, sufficient backup equipment to cover all phases of the Contract. In the event that equipment becomes unavailable or inoperable, the Contractor shall mobilize backup equipment to ensure a smooth, efficient, continuous operation.”

Item 1-14: Contract Specifications Section 7 – Disposal of Dewatered Biosolids

ADD the following paragraph to the end of the Section:

“The Contractor shall dispose of the biosolids at an existing permitted receiving facility in compliance with all applicable Federal, State and local law, regulation, permit and license requirements. The biosolids shall be disposed of at a facility outside Martin County, St. Lucie County and the Okeechobee phosphorous area. Selection of the disposal facility shall be the sole responsibility of the Contractor.”

Questions Generated at August 11, 2005 Pre-Bid Meeting

Question 1. Can the Bidder propose land application, or is landfill disposal the only option.

Answer: Refer to Addendum Item 1-14.

Page 5

Question 2: Page 14 – Please clarify the “Ownership” issues in the first sentence of Section 2.

Answer: Refer to Addendum Item 1-4.

Question 3: Page 17 - Please clarify the second sentence of Section 5 that reads "The Owner guarantees it will not deliver to the Contractor any liquid biosolids, which contains more than 5% solids by weight." This 5% max is a large range when compared to the expected 1% solids stated in Table 1.2.

Answer: Refer to Addendum Item 1-7 and 1-12.

Question 4: Will there be any "force-majure" language added to (i.e., Hurricanes)

Answer: Add the following language to the "Contract Specifications":

The CONTRACTOR shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONTRACTOR's control and through no fault or negligence of the CONTRACTOR. The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this AGREEMENT. If such conditions and circumstances do in fact occur, then the COUNTY and CONTRACTOR shall mutually agree, in writing, to the modifications to be made to this AGREEMENT.

Question 5: Will other technologies such as a mobile belt-press be accepted, or is a mobile centrifuge the only option?

Answer: Refer to Addendum Item 1-1, 1-2, 1-8, and 1-11.

Question 6: Is the Contractor allowed to produce solids that are less than 20% solids? (Page 2, 1st paragraph)

Answer: Refer to Addendum Item 1-5.

Question 7: When is the Contractor required to mobilize after the Bid is awarded?

Answer: Once an award is made and contracts signed, it is the County's desire to have the services within 30 days.

Question 8: Please clarify the last sentences of Paragraph 1 of Section 2, specifically what equipment may be left on-site each day?

Answer: Refer to Addendum I-6.

Questions Submitted by WaterSolve, LLC in August 3, 2005 email.

Question 9: From the bid specifications, mobile centrifuge units are described as the mechanical dewatering technique to be used at each of the proposed facilities. We would like to bid this contract for "Liquid Biosolids Removal, Dewatering, and Hauling" using Geotube® technology with permission of the Fort Pierce Utilities Authority and South Martin Regional Utilities and other reviewers of this bid proposal.

Answer: Refer to Addendum Item 1-1, 1-2, 1-8, and 1-11.

Page 6

Questions Submitted by Trimax Residuals Management in August 3, 2005 email.

Question 10: Trimax Residuals is a mobile dredging & dewatering company Regarding the above contract we spoke about, I am wondering is there any "mechanical dewatering" (belt press, centrifuge, etc) involved in the dewatering portion of this contract. By your response I will be able to determine whether to go ahead and order the bid documents.

Answer: Refer to Addendum Item 1-1, 1-2, 1-8, and 1-11.

Questions Submitted by Walker in August 15, 2005 letter.

Question 11: Does Martin County currently pay the tipping fees for cake disposal? What is the current tipping fee?

Answer: Tipping fee is paid by the Contractor.

Questions Submitted by Synagro in August 16, 2005 letter.

Question 12: Will the County allow for the material that is to be disposed of to be beneficially reused, and if so must it be Class A material that is produced?

Answer: Refer to Addendum Item 1-14.

Question 13: Although the bid documents mention the importance of qualifications of the submitting firms there appears to be no minimum requirements for such items as redundancy of equipment and financial strength of firms submitting. How is it envisioned that these types of items will be considered?

Answer: Refer to Addendum Item 1-10.

Question 14: Will the County consider selecting more than one firm to negotiate a final contract with? This could help to address the qualifications issues from the earlier question.

Answer: No

Question 15: It was discussed at the meeting the importance of the percent solids to be dewatered from each facility. Can we get clarification on the issue, including the Fort Pierce material as well?

Answer: Refer to Addendum Item 1-7 and 1-12.

Questions Submitted by Walker in August 16, 2005 letter.

Question 16: Will the County accept a Bid Schedule that includes additional Item and Description offering the possibility of discount unit pricing?

Answer: No

Questions Submitted by Flint Industries in August 16, 2005 letter.

Question 17: Flint Industries is a manufacturer of Titan™ Geotextile Tubes utilized by both dredgers and utility companies in dewatering municipal and industrial sludge. If you could utilize our product in the above referenced project or any other upcoming project, please feel free to contact this office at the following:

Answer: Refer to Addendum Item 1-1, 1-2, 1-8, and 1-11.

ADVERTISEMENT

Martin County Board of County Commissioners, Florida Bid A/R 05-352
2401 S.E. Monterey Road
Stuart, Florida 34996
Phone: (772) 288-5509 Information Only: www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed bids on a Contract, for: **ANNUAL AGREEMENT FOR LIQUID BIOSOLIDS REMOVAL, DEWATERING AND HAULING**

Sealed bids will be received by the Purchasing Division of Martin County, Florida at 2401 S.E. Monterey Road until 2:00 P.M., on Thursday August 25, 2005 Bids received after the designated time and date will not be considered.

Bids will be publicly opened and read aloud in the Purchasing Division on the above appointed date and time. Bids received after the established deadline shall not be considered and will be retained, unopened, in the bid file. Envelopes must be clearly marked with the bid number, time and date of opening.

Mail or deliver to: Purchasing Division
2401 S.E. Monterey Road
Stuart, Florida 34996

Scope of Work: Includes, but is not limited to; all labor, materials, equipment, permits and services necessary for the receipt, dewatering, removal, transportation and disposal of dry biosolids at an existing permitted receiving facility in compliance with all applicable Federal, State and local law, regulation and permit and license requirements. The biosolids will be disposed of outside of Martin County, St. Lucie County and the Okeechobee phosphorous area. The work under this contract will include the removal of liquid biosolids from the four (4) Wastewater Treatment Plants (WWTP's) owned by Martin County Utilities and Solid Waste, with an additional two (2) Water Reclamation Facilities (WRF's) owned by Fort Pierce Utilities Authority and South Martin Regional Utilities if they opt to piggyback the Contract.

Copies of the Contract Documents may be downloaded at no charge from the Martin County website at www.martin.fl.us then select "Bids and Contracts".

A pre-bid conference will be held at 10:00 AM on August 11, 2005 at the Martin County Utilities and Solid Waste Department conference room located at 2378 SE Ocean Blvd., Stuart Florida 34996. All potential Bidders are encouraged to attend the pre-bid meeting.

Bid Security in the sum of not less than five percent (5%) of the total annual cost (first year of contract) bid is required in the form of one (1) of the following: a Bid Bond properly executed by the Bidder and issued by a surety satisfactory to the COUNTY; or a certified or cashier's check drawn on any United States bank.

The Board of County Commissioners reserves the right to: waive any technicalities; reject any and all Bids which are incomplete, conditional, non-responsive, or which contain additions not allowed for; reject any or all bids in whole or in part with or without cause; and accept the Bid which best serves the COUNTY.

Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida.

Publish:	Palm Beach Post	July 27, 2005	el Latino	July 29, 2005
	Stuart News	July 27, 2005		

**SOLICITATION FOR FORMAL SEALED BID
MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**

DATE: July 27, 2005
DEPARTMENT: Utilities & Solid Waste

SUBMIT BID TO:
PURCHASING DIVISION
2401 SE MONTEREY RD.
STUART, FLORIDA 34996

BID NUMBER: A/R #05-352

INSTRUCTIONS

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he makes an entry. Bids submitted on any other format shall be disqualified. Bids to include one original and one copy.

Bids must be received in the Purchasing Division, 2401 SE Monterey Rd., Stuart FL, 34996 no later than **2:00 P.M., local time, THURSDAY, August 25, 2005**. Bids received after this time & date will not be considered. Bids will be publicly opened and read at the appointed time.

All bids shall be considered FOB Destination. Bids may not be withdrawn for a period of 60 days from bid opening.

INVITATION TO BID

One Time Purchase
 Small Construction
 Annual Requirement Contract
 Vehicle/Equipment (Rolling Stock)

**BID TITLE Liquid Biosolids Removal,
Dewatering and Hauling**

BID SIGNATURE SECTION

THIS FORM MUST BE RETURNED WITH BID. FAILURE TO SIGN BID WILL RESULT IN DISQUALIFICATION OF SUBMITTAL.

Firm Name

Telephone (Include Area Code)

Authorized Signature

Fax Number

Name/Title (Please Print)

Federal Employee Identification #

Street Address

City State Zip

Questions regarding this bid should be addressed to the Purchasing Division: (772) 288-5509.

A1 INSTRUCTIONS TO BIDDER

- A1.1 Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof. Offers submitted on any other format may be disqualified.
- A1.2 All bids must be submitted in a sealed envelope, plainly marked on the outside with the invitation to bid number, date and time of opening.
- A1.3 **All bids must be submitted in triplicate.** This includes specifically the bid cover page, the bid signature section, any section on which annotations are required or exceptions are taken, the bid schedule, and any supporting documentation or literature being submitted.
- A1.4 It is the bidder's responsibility to assure that Bids are received in the Martin County Purchasing Office, 2401 SE Monterey Rd., Stuart, FL 34996, no later than **2:00 PM, Thursday August 25, 2005.** Any submittal received after the stated date and time will not be accepted or considered, and will be returned to the bidder unopened. No telegraphic or facsimile offers will be considered. No offers will be accepted or received in any other Martin County office.
- A1.5 Bids will be publicly opened and read aloud in the Purchasing Division on the above appointed date at 2:00 p.m. or as soon as possible thereafter.
- A1.6 Bids may not be withdrawn for a period of 60 days after the public opening date.
- A1.7 Bidder's attention is specifically called to the terms and conditions of the solicitation.
- A1.8 Please check prices before submitting as modifications will be not be allowed after opening. All prices and notations must be in ink or typewritten. Modifications will not be accepted or acknowledged. All bids must be signed.
- A1.9 Alternate bids will not be considered unless they are specifically called for in this solicitation.
- A1.10 Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid; selection or award recommendation shall file such protest in writing to the Purchasing Agent.
- A1.11 Questions relative to interpretation of specifications or the solicitation process, shall be addressed to the Purchasing Division, in writing, no later than five (5) working days prior to bid opening. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Purchasing Division. Oral answers will not be authoritative.
- A1.12 It will be the responsibility of the bidder to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. **The Purchasing Division is located at 2401 SE Monterey Rd., Stuart, Florida 34996, telephone # (772) 288-5509, Fax (772) 288-5414.**

BID SIGNATURE SECTION

- A2.1 Bid must be signed by an authorized representative with full signature authority and returned with the bid.
- A2.2 Delivery shall be a factor in award. Failure to perform within delivery deadline(s) as set forth in the specifications or any other contract document shall constitute default.
- A2.3 Split Award: Martin County reserves the right to award to the overall lowest, most responsive bidder or to award by line item should that be in the best interest of the County.
- A2.4 The County reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its judgement best serves the interests of the County. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or borne by the County.
- A2.5 Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.
- A2.6 Bidders are requested not to contact requesting/evaluating Departments or Divisions after bids are opened. Any questions from bidders or evaluating Departments/Divisions will be answered through the Purchasing Division. Such contact will result in disqualification
- A2.7 If not bidding any or all items, please state.
- A2.8 Unit prices will govern in the event both unit and total prices are asked for in the solicitation and the unit price carried forward does not mathematically result in the total price for that item.
- A2.9 Failure to comply with these instructions may result in disqualification of your bid.

B. GENERAL TERMS & CONDITIONS

- B1. **Payment/Invoicing:** No payment will be made for materials ordered without purchase order authorization. Payment cannot be made until materials, goods or services have been received and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to: Accounting Department, 2401 SE Monterey Rd., Stuart, FL 34996.
- B2. **Fund Availability:** Any contract resulting from this solicitation is deemed effective to the extent of appropriations available.
- B3. **Permits/Licenses/Fees:** Any permits, licenses or fees required will be the responsibility of the contractor: no separate payment will be made. Adherence to all

applicable code regulations (Federal, State, County, City) are the responsibility of the contractor.

- B4. **Taxes:** Martin County does not pay Federal excise and State sales taxes. Tax exemption number is available upon notice of award.
- B5. **Warranty:** Shall be for a period of not less than one full year (12 months) after acceptance by Martin County.
- B6. **Independent Pricing:** By submission of this bid, the bidder certifies, and in the case of a joint bid, each party thereto certifies that;
- (a) The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
 - (b) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, to any offeror or to any competitor prior to opening; and
 - (c) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit any bid for the purpose of restricting competition.
- B7. **Inspection/Acceptance Title:** Inspection and acceptance shall be at destination. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of Martin County.
- B8. **Changes:** Martin County reserves the right to order in writing changes to the scope of the contract such as change in quantity or delivery schedule. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor.
- B9. **Liability:** The vendor shall act as an independent contractor and not as an employee of Martin County. The vendor will be required to indemnify, defend, and hold and save harmless Martin County, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed by the vendor.
- B10. **Conflict of Interest:** All offerors must disclose with their submittal the name of any officer, director, or agent who is also an officer or employee of Martin County. All bidders must disclose the name of any Martin County officer or employee who owns, directly or indirectly an interest in the bidder's firm or any of its branches.
- B11. **Termination for Convenience:** Martin County reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from Martin County, the vendor shall provide only those materials specifically approved or directed by Martin County. All other rights and duties of the parties under the Agreement shall continue during such notice period, and Martin County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the vendor.

Upon termination, vendor shall bill Martin County for all amounts not previously billed and due the vendor at that time. The vendor shall not be entitled to payment nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by Martin County. The vendor shall however, be entitled to payment for materials ordered or services commenced and approved by Martin County prior to the receipt of notice, or with the express written consent of Martin County, prior to the effective date of termination.

- B12. **Termination for Default:** The performance of the Agreement may be terminated by Martin County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the contractor has failed to meet performance requirement(s) of the Agreement.

In the event of a determination of default, Martin County reserves the right to award any remaining portion of the agreement to the next lowest, most responsive, responsible bidder without further competition.

- B13. **Laws Governing this Contract:** Any contractual arrangement between Martin County and the vendor shall be consistent with, and be governed by, the ordinances of Martin County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Martin County, Florida.

- B14. **Modifications:** In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in Martin County.

- B15. **The Contract:** The Contract between Bidder and OWNER shall be in the form of the "Services Contract" included herewith. The successful bidder shall assist and cooperate with the OWNER in executing the Contract, and within fourteen (14) calendar days following its presentation shall execute same and return to the OWNER along with Insurance Certificates and any other documentation that may be required by the Contract Documents to be submitted at that time. A purchase order or other award document will be issued by the county when appropriate to do so.

- B16. **Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bid signature section attests to this fact.

- B18. **Bid as Public Domain:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter

119 Florida Statutes. The bid will become part of the public domain upon opening. Vendor shall not submit pages marked "Proprietary" or otherwise restricted.

C. SPECIAL PROVISIONS

- C1. **Term of Agreement:** Term of agreement shall be for a period of thirty-six (36) months with two (36) thirty-six month renewal options provided both parties are in agreement and there are no changes to the terms and conditions.
- C2. **Minimum Standard:** Specifications describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate any vendor from submitting a bid.
- C3. **Brand Names:** The reference to a brand name is intended to be descriptive but not restrictive and only to indicate to the prospective bidder the expected level of quality. Bids on other than items specified by the County will be considered, provided each bidder clearly states in his bid exactly what he proposes to furnish and forwards with his bid a cut illustration or other descriptive material which will clearly indicate the quality and character of the article covered by his bid. Failure to provide sufficient literature to allow an informed decision shall be grounds for disqualification.
- C4. **Automated Order Entry System:** Bidder should furnish with his bid package details of any automated order entry system available for use by the County.
- C5. **Return of Merchandise:** The supplier is to accept for full credit, any merchandise returned by the County within thirty (30) days from the delivery or pickup date.
- C6. **Bidder/Offeror Qualification:** a) Bids will be considered from firms with adequate personnel and inventory to perform prompt delivery and maintain regular business hours 8 a.m. to 5 p.m., Monday through Friday, excluding County holidays.
b) Bids will be considered only from firms regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, with sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the requirements if awarded an Agreement under the terms and conditions stated. The terms "equipment and organization: as used herein shall be construed to mean a fully equipped and well established company in line with accepted business practices in the industry and as determined by the County.
- C7. **Quantities:** The quantities listed in the Invitation to Bid, if given, are estimates only and are given only as a guideline for bid preparation. Estimates should not be construed as representing actual quantities to be purchased. Martin County shall not be held to any minimum or maximum purchase quantities.
- C8. **Prompt Payment Discounts :** Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
- C9. **Customer Service:** The successful bidder shall provide a local representative to service the County's accounts.

- C10. **Delivery:** Delivery time must be noted on bid submittal.
- C11. **Pre-award inspection:** The County reserves the right to make a pre-award inspection of the bidder's facilities, to determine the capabilities of the bidder to service the County, prior to award of a contract.
- C12. **Assignment and Subcontracting:** The contractor shall not assign the contract or subcontract any requirement without obtaining the prior written approval of Martin County.
- C13. **Firm Prices:** Prices shall remain firm for the term of the agreement. Escalations will be considered provided documentation is provided and price escalations appear to be reasonable. It should also be noted that in the event of price decreases, Martin County shall be offered the de-escalations.
- C14. **Discrepancies:** The supplier shall coordinate all misidentified items, incorrect shipments, shortages, back orders and any other discrepancies.
- C15. **Insurance:** The Contractor shall, during the entire period of performance of any contract resulting from this solicitation, procure and maintain at least minimum amounts of insurance as stipulated in Attachment 3. Proof of such insurance must be provided to the County prior to beginning contract performance.
- C16. **Other Entity Use:** Successful bidder may be requested to convey bid prices, contract terms and conditions, to municipalities or other governmental agencies should the bidder feel it is in their best interest to do so.
- C17. **Attachments:** There are three (3) attachments to this Annual Requirement:
- Attachment 1 -- Statement of No Bid
 - Attachment 2 -- Bidder's Qualification Questionnaire
 - Attachment 3 -- Insurance Requirement

If you choose not to submit a bid on this Annual Requirement please complete and return Attachment 1. Attachment 2 must be completed and returned with your bid.

D. AWARD OR REJECTION OF BIDS

- D1. **Award of Contract:** Award will be made to the lowest, most responsive, responsible bidder.
- D2. **Best Prices:** Award will be made without further negotiation based upon competitive bids.
- D3. **Rejection of Bids:** Martin County reserves the right to reject any or all bids with or without cause when such rejection is in the best interest of the County. The County also reserves the right to reject any bid when bidder has previously failed to perform properly or complete, on time, contracts of a similar nature.

- D4. **Determining Responsibility:** In determining responsibility, the following qualifications will be considered:
- a. The bidder's ability, capacity and skill to perform the contract or provide the service within the time specified.
 - b. The reputation, judgment and experience of the bidder.
 - c. The quality of performance of previous contracts or services including previous performance with the County.
 - d. Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
 - e. Financial resources of the bidder to perform the contract or provide the service.
- D5. **Unit Prices:** Unit prices will govern in the event both unit and total prices are asked for in the solicitation and the unit price carried forward does not mathematically result in the total price for that item.
- D6. **PUBLIC ENTITY CRIMES:** Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

A "Public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public Work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation..

E. SCOPE OF WORK FOR BID # A/R 05-352

The successful bidder shall provide Martin County with liquid biosolids removal, dewatering and hauling on an "as needed" basis for the term of the agreement.

Scope of Services:

Includes, but is not limited to; all labor, materials, equipment, permits and services necessary for the receipt, dewatering, removal, transportation and disposal of dry biosolids at an existing permitted receiving facility in compliance with all applicable Federal, State and local law, regulation and permit and license requirements. The biosolids will be disposed of outside of Martin County, St. Lucie County and the Okeechobee phosphorous area. The work under this contract will include the removal of liquid biosolids from the four (4) Wastewater Treatment Plants (WWTP's) owned by Martin County Utilities and Solid Waste, with an additional two (2) Water Reclamation Facilities (WRF's) owned by Fort Pierce Utilities Authority and South Martin Regional Utilities if they opt to piggyback the Contract.

Requirements:

Agreement shall allow for all labor, materials and services to provide for the receipt, dewatering, removal, transportation and disposal of dry biosolids at an existing permitted receiving facility in compliance with all applicable Federal, State and local law, regulation and permit and license requirements. The biosolids will be disposed of outside of Martin County, St. Lucie County and the Okeechobee phosphorous area on an "as needed" basis for Martin County and any other regional entity piggybacking this bid. Term shall be for a period of thirty-six (36) months with two (36) thirty-six month renewal options.

A Bid Bond is required In the amount of 5% of the total annual cost of bid (first year of contract).

A pre-bid conference will be held at 10:00 AM on August 11, 2005 at the Martin County Utilities and Solid Waste conference room located at 2378 SE Ocean Blvd., Stuart, Florida 34996. All potential Bidders are encouraged to attend the pre-bid meeting.

Please Note:

No contact is to be made during the bidding process with anyone other than the Martin County Purchasing Division. Any questions from bidders or evaluating Departments/Divisions will be answered through the Purchasing Division. Such contact will result in disqualification

Martin County will not be held to any minimum/maximums during the term of agreement.

Martin County Utilities & Solid Waste Department Liquid Biosolids Removal, Dewatering & Hauling

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Permits:

North WWTP
 Dixie Park WWTP
 Tropical Farms WWTP
 Martin Downs WWTP
 FPUA WRF
 SMRU WWT

Contract Specifications

1. Project Description

As more fully described in the bid documents, the work under this Contract will include the removal of liquid biosolids from the biosolids storage basins at the (4) four Wastewater Treatment Plants (WWTPs) owned by Martin County Utilities and Solid Waste, with an additional (2) two Water Reclamation Facilities (WRFs) owned by Fort Pierce Utilities Authority and South Martin Regional Utilities if they opt to piggyback the Contract. Once the liquid biosolids are removed, the Contractor shall dewater by use of mobile centrifuge-dewatering units to minimum 20% solids content, and transport the material to an approved receiving facility for further processing. The six (6) WWTPs are listed in **Table 1-1**.

Table 1-1		
WWTP Name	Owner	WWTP Contact
North WWTP 3100 NW Hillman Jensen Beach, FL 34957	Martin County Utilities and Solids Waste	Dean Smiley 772-219-4929
Tropical Farms WWTP 8595 SW Kansas Ave. Stuart, FL 34997	Martin County Utilities and Solids Waste	George Arman 772-221-1471
Dixie Park WWTP 5989 SE Inex St. Stuart, FL 34997	Martin County Utilities and Solids Waste	George Arman 772-221-1471
Martin Downs WWTP 4450 SW Mallard Creek Trail Palm City, FL 34990	Martin County Utilities and Solids Waste	Nino Rodriguez 772-221-2385
FPUA WRF 403 Seaway Dr. Fort Pierce, FL 34949	Fort Pierce Utilities Authority (FPUA)	Bill Thiess 772-466-1600
SMRU WWTP 8180 SE Dixie Highway Hobe Sound, FL 33455	South Martin Regional Utilities (SMRU)	Don Hubbs 561-546-2511

The work under this specification covers the furnishing of all labor, materials, equipment, portable electric generation, mobile centrifuge dewatering facilities, tools, transportation, supervision, permits, biosolids specific permits, and all other rights and incidentals necessary for the receipt, dewatering, removal, transportation and disposal of dry biosolids at an existing permitted receiving facility in compliance with all applicable Federal, State and local law, regulation and permit and license requirements. The biosolids will be disposed of outside Martin County, St. Lucie County and the Okeechobee phosphorous area.

2. Responsibilities of the Contractor

The Contractor shall assume responsibility for the receipt and ownership of the biosolids at the Connection Point and for the removal of liquid biosolids at the six Wastewater Treatment Plants, as set forth by these Contract Documents for the term of this Contract. The Connection Point for the removal of liquid biosolids shall be the point of connection of the Contractor's equipment with an in-line magnetic meter or equal to the biosolids storage basins of the plants. The Contractor shall provide all necessary metering equipment as part of their dewatering equipment. Calibration of the meters shall be accomplished by pump down of a known volume versus time and shall be performed monthly to the mutual satisfaction of the Owner and Contractor. The mobile dewatering equipment shall be designed to dewater municipal sewage treatment plant biosolids to a minimum 20% solids content at a through-put of 200 - 300 gpm. The Contractor shall provide equipment, and monthly calibration documentation, to measure the solids content of their dewatered biosolids. The Contractor shall cooperate with the Owner in locating the Contractor's equipment on-site. Liquid biosolids removal shall be accomplished by pumping, and the Contractor shall furnish any and all hoses, fittings and accessories necessary to accomplish this task. The Contractor shall supply portable power generators with sound suppression equipment to run the equipment. Appropriate biosolids spill containment skirting will be donned around the pumping equipment and piping prior to actual pumping activities and shall be carefully maintained throughout the Contract period(s). The Contractor shall not leave or store any materials or equipment at any of the WWTP's. No open hauling or storage containers shall be left on-site and all trucks and equipment shall be removed immediately after the Contractor has finished operation each day.

Table 1-2 estimates, for bidding purposes, the anticipated quantities of liquid biosolids to be removed from the plants during the term of the Contract. Quantities and consistency will vary from time to time, and the Owners shall not be held to any minimums/maximums during the term of agreement.

Additional information regarding these facilities is contained in their respective operating permits, which are attached hereto. Contractor shall comply with applicable conditions of these permits.

It shall be the Contractor's responsibility to secure all permits required to initiate and complete the work under this Contract, except individual wastewater treatment facility permits, which shall be obtained by the Owner.

The bids to be received are for a Contract, which will commence on the date of notice to begin work and end ~~three (3) years from such date of notice. The Contract will include an option for two (2) Three (3) year renewal periods.~~ For bidding purposes, **Table 1-2** represents the estimated quantity of biosolids to be removed during the term of this Contract.

Table 1-2			
Liquid Biosolids to be removed per year			
WWTP	Permitted Capacity	Quantity (million gallons)	Approximate % Solids
North WWTP	1.20 mgd MMADF	4.5 (note 1)	1.0
Dixie Park WWTP	1.50 mgd TMADF	4.3 (note 1)	1.0
Tropical Farms WWTP	0.94 mgd MMADF	4.9 (note 1)	1.0
Martin Downs WWTP	1.75 mgd AADF	3.8 (note 1)	1.0
FPUA WRF	10 mgd	9.6 (Note 2)	3.0
SMRU WWTP	1.2 mgd	2.0 (Note 3)	2.5

Note 1: Growth is anticipated to be 10% per year.

Note 2: Growth is anticipated to be 10% per year.

Note 3: No growth is anticipated.

The Contractor represents that in the preparation and submission of his bid, he has made due allowances for the fact that the removal, dewatering and disposal of biosolids from the plants will be in general accordance with a schedule established with each Owner. If exceptions to the established schedule are necessary, the Owner shall give the Contractor immediate notice and the Contractor shall respond within forty eight (48) hours. The Contractor further represents that he has inspected the individual plant facilities and their environs, has carefully noted existing conditions, the means of ingress and egress for his mobile dewatering centrifuge and his trucks to and from the plants, and has determined that there are no obstacles, physical or otherwise, to prevent the fulfillment of the Contractor's obligation under this Contract.

3. Capacity

The Contractor's personnel and equipment must be capable of removing a minimum of 70,000 metered gallons of liquid biosolids per day. This will include pumping the liquid from a digester or other biosolids holding basin, centrifuge dewatering and hauling off-site daily. This entire operation, including mobilization and demobilization, must take place only between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday excluding Holidays. FPUA will allow extension of operating hours through the night Monday through Thursday only.

Caution should be taken not to hydraulically overload the WWTP's with the supernatant return from the equipment. Supernatant total suspended solids return shall not exceed 10% of the total influent suspended solids. In no case shall supernatant return exceed

50% of the FDEP plant rated capacity. Contractor shall coordinate their activities with the chief plant operators to ensure that the plants are not overloaded and remain in compliance with FDEP regulations.

The Contractor's operation shall not adversely effect the operation and/or the performance of the Plant.

This includes, but is not limited to, the decrease in solids content of biosolids production. Should Plant biosolids production increase above normal and/or historical rates due to the Contractor's activity, the Contractor shall change its operation to return Plant biosolids production to normal.

4. Plan of Operations

The Contractor shall submit, within ten (10) days after the notice to commence work, a Plan of Operations which details how the Contractor intends to manage the removal, dewatering, transportation and disposal of biosolids under all conditions, including wet weather events. This Plan of Operations shall include a Schedule of Operations that shall be prepared jointly by the Contractor and the Owner(s). The Owner will have ten (10) days to review and approve the Contractor's Plan of Operations. If additional information or changes are required, the Contractor shall have fifteen (15) days to submit the Final Plan of Operations.

Details of truck loading procedures shall be provided with the plans for spill containment, mitigation and cleanup. The Contractor shall consider and adjust his operations to accommodate existing access and maneuvering space requirements for its transport medium.

The Plan of Operations shall include the Operation and Maintenance Plan, Transportation Plan, and Spill Mitigation, Containment and Cleanup Plan and Schedule of Operations, as specified below.

4.1 Operating and Maintenance Plan

The Contractor shall present his plan on providing the operation and maintenance services. Any subsequent revisions or modifications of this Plan must be submitted in written form to the Owner for approval. The Plan shall include the following aspects:

1. The use of, and contracting arrangements with subcontractors, suppliers, and biosolids accepting facilities including location, description, and ownership of the facilities accepting biosolids. Data expressing current commitments, as a percentage of the Contractor's total capacity shall be provided for each biosolids accepting facility the Contractor proposes to use along with scaled maps of the land application areas with reference to latitude and longitude.
2. The methods of training and how employees are indoctrinated in operation, health, safety, and standard operating procedures of the dewatering equipment, travel routes, Right-To-Know literature and reporting of accidents and injuries.
3. The keeping of operating and maintenance records.
4. Maintaining all permits in effect and complying therewith.
5. A description of the methods and procedures by which the Contractor shall coordinate his activities with the Owner.
6. Agricultural Use Plans including contingency plan for alternative application site(s).

The Contractor shall submit a detailed description of methods proposed for the hauling, including a routing plan, and disposal of the biosolids. The description shall include the type and number of vehicles and/or containers to be used in hauling, the proposed accepting facilities, copies of permits, proof of commitment from the accepting facilities and a contingency plan. All methods and procedures will be subject to the approval of the Owner.

4.2 Transportation Plan

The Contractor shall describe the method of transporting biosolids from the wastewater treatment plant to the accepting facilities and return. The Contractor shall provide Owner with a complete description of all equipment to be used for the transportation services required hereunder with their bid. The Contractor shall state the number of trucks owned, leased and/or rented for purposes of fulfilling this Contract, and capacity of each.

4.3 Spill Mitigation, Containment and Cleanup, Plan

The Contractor shall submit a plan covering the mitigation, containment and cleanup of spills. The Plan shall cover spills occurring at the Connection Point, any transfer point, and the accepting facilities. The Contractor must describe steps, which will be taken in the event of a spill on state or non-state routes. Any subcontractor proposed to be used by the Contractor in emergency clean-up efforts shall be identified.

The Plan shall include an emergency spill plan in the event that any truck or container spills its load on any public rights-of-way.

4.4 Schedule of Operations

A Schedule of Operations shall be prepared jointly by the Contractor and the Owner. This schedule shall identify all periods when the Contractor will have his equipment set up at the Owner's facility and all periods when the equipment will be in operation.

Should services be needed on an emergency basis, or at times other than specified in the Schedule of Operations, the Treatment Superintendent or other authorized plant personnel will notify the Contractor either by telephone or fax to proceed with the work of removal and disposal of liquid biosolids, and the Contractor shall commence such work within forty-eight (48) hours after such notification.

5. Liquid Biosolids Characteristics

Liquid biosolids will be made available for pumping at all six (6) wastewater treatment plants. All liquid biosolids are aerobically digested and will not be lime stabilized for delivery. The Owner guarantees it will not deliver to the Contractor any liquid biosolids, which contains more than 5% solids by weight. It is the Contractor's responsibility to obtain State and Federal permits, as required, and furnish any and all necessary additional treatment to achieve the residuals class requirements at the permitted disposal facility. Bidders will be allowed to take samples of the biosolids at all six (6) wastewater treatment plants should they wish to conduct analyses. All costs associated with the addition of polymers, stabilizers, and any other compounds necessary, after receipt of the liquid biosolids by Contractor, shall be included in the bid costs for the successful removal and dewatering of the liquid biosolids.

6. Biosolids Loading and Hauling

The Contractor will furnish all equipment necessary to load the dewatered biosolids on to Contractor's transport vehicles. The Contractor shall repair any damage caused by its operations at the loading site, including, but not limited to, damage to buildings, piping, pipe supports, fences and roads. If repairs are not made within 10 days of notification, Owner may make repairs and bill the Contractor or offset such amounts against any monies due to the Contractor for the services under this Contract.

The Contractor shall comply with the Martin and St. Lucie County security arrangements and traffic regulations. The Contractor will furnish a list of names, complete with individual photographs of all his personnel and subcontractors personnel who will require access to the Owner's facilities, along with a description of vehicles used, including license numbers. All of Contractor and subcontractor's personnel shall carry photo identification and show same to Owner's personnel at any time upon demand. Vehicles containing dewatered biosolids will not be parked on public streets or roads except under emergency conditions.

The Contractor shall furnish all transport vehicles for transportation by truck and pay for all operation, maintenance, taxes, fees, tolls and any other costs to transport biosolids from the Owner's facilities, tolls for the return trip, and all other transport expenses. The Contractor shall be responsible for unloading and any subsequent treatment and disposal of all biosolids out of the transport vehicles at the accepting facilities. All dewatered biosolids shall be removed from the Owner's facility immediately after completion of a dewatering cycle.

6.1 Trucking

The Contractor shall use only specified truck routes to the extent possible, to and from all of the Owner's facilities. Enroute, the Contractor shall use only Interstate or FDOT officially approved truck routes.

To the maximum extent possible, no transport vehicles shall travel on any local street or through any residential areas. To the extent possible and in conformance with applicable regulations, transport vehicles shall be routed away from environmentally sensitive areas such as parks, historic sites, wetlands, etc. For long distance hauling, all transport vehicles shall remain on primary highways.

The Contractor shall be responsible for having a sufficient number of vehicles available to assure performance of the work according to the Schedule of Operations. The Contractor shall also have access to back-up vehicles to ensure complete performance of the work as scheduled.

The Contractor shall furnish and maintain all licenses and permits during the life of the Contract that apply to transportation, including but not limited to drivers licenses, inspection stickers, vehicles licenses, export licenses, DCA permits, etc. The Contractor shall also obtain all hauling permits and licenses that are needed for whatever area he passes through.

The Contractor shall conduct the transportation of the biosolids in accordance with Federal, State and local laws and regulations including but not limited to the U.S. Environmental Protection Agency, Florida Department of Environmental Protection, Florida Department of Transportation, the U.S. Department of Commerce where applicable and any other regulations that apply. If other states are

entered or traversed by the transport vehicles, the Contractor shall adhere to all Federal, State and local laws and regulations, and obtain all required vehicle and hauling permits.

All transport vehicles shall be operated within the weight limits established in the states and localities through which the transport vehicles must travel, and shall be equipped with adequate fire extinguishing equipment.

The Contractor shall provide and maintain in good working order all vehicles required for the hauling described under this Contract.

Storage time in transportation vehicles shall not exceed State and Federal regulations. Transport vehicles shall be readily cleanable and shall be maintained in clean, sanitary condition to prevent odors, insects, rodents or other nuisance conditions.

The Contractor shall be responsible for transportation safety. All transport vehicles shall be properly maintained, be driven properly, follow all rules and regulations, observe all speed limits, etc. The Contractor shall have adequate insurance, as outlined in the Contract as minimum coverage's, on all personnel and vehicles. All transport vehicles shall be inspected before every trip as part of the Contractor's preventative maintenance program. The Contractor shall inspect every transport vehicle to make sure that all doors, lids, etc. are secure and that no biosolids can spill or otherwise be released or leak. All transport vehicles shall be tarped for odor control before leaving each site. Trailers shall be completely empty upon arrival at each plant site, and will be free from excessive biosolids on the undercarriage. Each vehicle shall bear, as a minimum, the name and phone number of the Contractor plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least four (4) inches high.

6.2 Spills, Emergencies and Indemnification

In the event of a spill while the load is in transit, the Contractor shall notify the Owner, implement the emergency spill cleanup plan and he shall immediately notify the State Police and any other regional or federal agencies responsible for supervising and monitoring cleanup activities. Failure to do so and/or failure to implement the emergency spill cleanup plan within 1 hour of the spill, or to promptly complete cleanup in the event of a truck spill within two (2) hours of the spill shall be cause for the Owner to withhold payment to the Contractor for the entire load. The Contractor shall notify the Owner immediately upon occurrence of the spill and shall keep the Owner informed of the status of cleanup operations. All costs and expenses of cleanup shall be borne by the Contractor.

The Contractor shall assume the defense of all claims of whatsoever character against the Owner arising out of any spill or spill cleanup, and indemnify and save the Owner, its officers or employees, to the greatest extent permitted by law, harmless from all claims arising out of injury (including death) or damages to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are groundless, false or fraudulent arising out of any actions or omissions under this Contract, and from all claims relating to labor and materials furnished for the work. The Contractor shall not be required to indemnify the Owner against damage or claims occasioned solely by acts or omissions of the Owner other than supervisory acts or omissions of the Owner in connection with the work performed by the Contractor for the Owner.

7. Disposal of Dewatered Biosolids

All receiving facilities used by the Contractor to dispose of the dewatered biosolids from the Owner's facilities shall have the capacity to accept the maximum specified quantity each day of delivery for the duration of the Contract.

The Contractor shall maintain records on biosolids quantity, disposal rates and location of biosolids disposal. The Contractor shall be responsible for providing to FDEP and Owners any regulatory reports concerning residual disposal. These records shall be maintained for the duration of the Contract and copies provided at termination. Form, agency format, style and periodicity of these records shall meet all regulatory requirements.

All costs associated with obtaining the use of the receiving facilities, obtaining necessary permits from the local, state and federal jurisdictions, and protecting the environment during and after the operation shall be borne by the Contractor.

The Contractor shall provide, at no extra expense to the Owner, sufficient backup equipment to cover all phases of the Contract. In the event that equipment becomes unavailable or inoperable, the Contractor shall mobilize backup equipment to ensure a smooth, efficient, continuous operation.

The Contractor shall be responsible for the permitting and maintenance of any temporary storage sites.

8. Liquidated Damages

In view of the difficulty of accurately ascertaining the loss and damages which the Owner will suffer by reason of delay or failure in the performance of the work hereunder, as a result of the fault or default of the Contractor, it is hereby mutually agreed that liquidated damages shall be due and payable to the Owner by the Contractor as set forth herein. Such liquidated damages shall not be deemed a penalty. However, the Owner, as a result of the Contractor's default, may assess liquidated damages whether or not the Owner exercises its right to terminate the Contractor for default.

The Contractor shall be liable to pay any liquidated damages for failure to take and accept liquid biosolids on or after the Notice to Commence Work and for deficiencies in performance, provided such failures and deficiencies are caused by the Contractor. For each day, or part thereof, that the Contractor shall fail or refuse to take or accept liquid biosolids or otherwise not fully perform its obligations in accordance with the Contract, the Contractor shall pay to the Owner as liquidated damages the amount of \$100.00 per thousand gallons of liquid biosolids not removed, transported and disposed of.

The liquidated damages due to the Owner shall become due and payable at the beginning of each month for the failure or deficiencies experienced by the Owner in the previous month. The Owner may deduct and retain out of the monies, which become due hereunder, the amount of such liquidated damages. In case the amount which becomes due the Contractor for performance hereunder shall be less than the amount of the liquidated damages payable to the Owner, the Contractor shall pay the difference upon demand by the Owner; provided that the total liquidated damages are recovered by the Owner within six months and any deferred deductions shall be subject to interest at Prime Rate plus 2 percent.

Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or a full waiver of the Owner's rights to indemnification or of the Contractor's obligation to indemnify the Owner, or of any other remedy provided by the Contract or by law. Liquidated damages shall be due

and payable as set forth above even in the event of an abandonment of the work by Contractor.

In addition, should the Contractor's default or failure to take or accept liquid biosolids or otherwise not fully perform its obligations in accordance with this Agreement result in the accumulation of liquid biosolids with such rapidity as to create an emergency, subjecting the neighboring communities to discomfort and possible health hazards, the Owner shall have the right to enter into an emergency agreement with another Contractor for the immediate removal and disposal of such liquid biosolids. The Contractor shall then be liable to the Owner, for all additional costs and expenses incurred by the Owner in consequence of the Contractor's default, failure to take or accept liquid biosolids or failure to otherwise fully perform its obligation in accordance with the Contract.

9. Responsibilities of the Owner

In support of the Contractor providing the specified services, the Owner shall be responsible for the following:

1. Monitoring services to ensure Contract compliance.
2. Providing Liquid Wastewater Biosolids at the Connection Point.
3. Providing necessary coordination to effect the Contractor's transfer of liquid biosolids from the Owner to the Contractor at the Connection Point.
4. Paying the Contractor for services provided in accordance with the Bid Sheet.

10. Change In Law

In the event that a law is changed or comes into effect or is effective after the date of execution of this Contract which materially and adversely affects the Contractor's ability to perform, in whole or in part, the service as specified hereunder at the agreed upon price(s), then the Contractor shall be entitled to an equitable adjustment of the Contract, which shall include an increase in price if appropriate. Should the Owner and the Contractor be unable to agree upon such adjustment, the Contractor shall perform the work at the Owner's proposed adjusted price and resolve the price adjustment as outlined in the Contract. If a change in law occurs which, in the sole judgment of the Owner, makes performance of the work to be provided under this Contract impossible, the Contract shall be deemed terminated and the Owner shall be liable to the Contractor only for payment at the price bid for all liquid biosolids dewatered, transported and disposed up to the time of termination.

11. Payment

Measurement for payment for the removal of liquid biosolids will be on a volume basis and the quantity to be paid for will be the number of 1000 gallons of liquid biosolids accepted by the Contractor for dewatering, removal, transportation and disposal, as evidenced by meter readings produced by the meter assembly at the Connection Point. The removal of liquid biosolids from the plants in quantities directed by the Treatment Superintendent or his designee shall be on the basis of 1000 gallons of liquid biosolids to be removed from the plants. Meter readings at the Connection Point shall be taken before liquid biosolids removal starts and again when the removal process has ended for the day. Each set of daily meter readings shall be checked by authorized plant personnel, signed by the Treatment Superintendent, or such personnel authorized by the Treatment Superintendent, and by the Contractor or his representative. The Treatment Superintendent shall retain duplicates of daily meter readings.

11.1 Payment Under the Items and Documentation

The Contractor will be paid at the unit price bid under Item 1 of Bid Forms A/R #02-238 and these payments shall constitute the total compensation due to the Contractor for the provision of the contracted services during the term of this Contract. No direct payment will be made for any labor, material, equipment, service or expense incidental to the performance of work under this Contract. Compensation for all such labor, materials, equipment, service and expense shall be considered as having been included in the prices stipulated for Item 1 of this Contract.

11.2 Cost Adjustments

As indicated on Bid Form A/R #02-238, the Contractor will be required to separate the Unit Price submitted under Item 1 into separate categories; **Tipping Fees, Energy Costs, and All Other Costs.** Costs shall remain fixed for the first year of the Contract. Costs for each subsequent year and any extension year will be adjusted if increases or decreases occur in the industry. After examination of cost adjustments, the Owner may refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. If the Owner does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Owner, the Contract can be cancelled by the Owner upon thirty (30) days written notice to the Contractor. Cost adjustments will be allowed once per year, starting on the second year of the Contract. Upon approval of any cost adjustment, the adjustment shall take become effective on the Contract anniversary date. Cost adjustments are further described below and a *Sample Price Adjustment Worksheet* has been provided.

11.2.1 Tipping Fees

While the Contractor is allowed to submit any disposal option he chooses, it is anticipated that a landfill will be the selected choice for disposal. The Contractor shall enter the percentage of total unit price that comprises tipping fees under Item 2 on Bid Form #02-238. The Contractor is required to document the tipping fee for which the bid price was based under Item 6 on Bid Form #02-238.

11.2.2 Energy Costs

Adjustments to energy costs will be based on the Retail Gasoline and On-Highway Diesel Fuel Prices for the Lower Atlantic, as published by the US department of Energy's Energy Information Administration. The Contractor shall enter the percentage of total unit price that comprises gasoline and diesel fuel related energy costs under Items 2 and 3 on Bid Form #02-238. The Contractor is required to document the gasoline and diesel fuel price for which the bid price was based under Item 7 and 8.

11.2.3 All Other Cost

The Contractor is required to document all other cost not identified above for which the bid price was based under Item 5 on Bid Form #02-238. Such adjustments shall not exceed the latest yearly percentage increase or decrease obtained from the national All Urban Consumers Price Index (CPI-U) (National) for "All Products", or 5% per year, whichever is less. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the Contract anniversary date.

Invoices shall be submitted on a monthly basis for each of the six (6) wastewater treatment facilities, and shall include the following:

1. Dates of removal of liquid biosolids from the facility.
2. Total volume of liquid biosolids removed as determined by the meter readings at the Connection Points and supernatant returns. Beginning and End readings as well as the total amount removed.
3. Unit price per gallons of liquid biosolids removed.
4. Total amount due as payment from Owner.
5. Copies of all meter read sheets from each facility, signed and dated by the Facility Designee and Contractor

F. THE BID SCHEDULE

In accordance with the terms, conditions and specifications, the undersigned bidder hereby submits the following prices for supplying Martin County with the goods and/or services called for in Bid # A/R 05-352

Martin County Utilities & Solid Waste Department
Liquid Biosolids Removal, Dewatering & Hauling

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Est. Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1.	Liquid Biosolids	1,000 Gal	17,500	_____	_____
Total Bid				_____	_____
(in figures)					

Total Bid (in words)

Attached is the required 5% Bid Security to this proposal based upon the estimated annual cost (first year of the Contract). Price to be adjusted annually (on the anniversary date) in accordance with contract documents.

If you are not the successful bidder for primary provider, would you consider serving as the secondary (backup) provider with the same terms and conditions as your bid? ___ Yes ___ No

Note: Martin County will not be held to any minimum/maximums during the term of agreement.

UNIT PRICE DOCUMENTATION

Breakdown of Unit Cost for Future Price Adjustments as defined under Section 11.

<u>Item</u>	<u>Description</u>	<u>% of Unit Cost (1)</u>
2.	Tipping Fee:	_____
3.	Energy Costs (gasoline):	_____
4.	Energy Cost (diesel fuel):	_____
5.	All Other Costs:	_____
	Total:	<u>100%</u>
6.	Tipping Fee at Time of Bid -	_____
7.	Gasoline Price at Time of Bid (2) - _____; date _____	
8.	Diesel Fuel Price at Time of Bid (2) - _____; date _____	

Note 1: Unit Cost as entered for Item 1 above

Note 2: Price per Retail Gasoline and On-Highway Diesel Fuel Prices for "Lower Atlantic", as published by the US department of Energy's Energy Information Administration.
<http://www.eia.doe.gov> "Gasoline and Diesel Fuel Update"

Signature

Firm Name

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD:

ADDENDUM # _____ THROUGH ADDENDUM # _____

END OF BID SCHEDULE

**MARTIN COUNTY, FLORIDA
STATEMENT OF
"NO BID"**

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF BIDS TO: THE MARTIN COUNTY PURCHASING DIVISION, 2401 S.E. MONTEREY RD., STUART, FLORIDA 34996

WE HAVE DECLINED TO BID ON **A/R 05-352** FOR THE FOLLOWING REASONS.

- _____ SPECIFICATIONS TOO "RESTRICTIVE", I.E., GEARED TOWARD ONE BRAND OR MANUFACTURER (PLEASE EXPLAIN BELOW)
- _____ INSUFFICIENT TIME TO RESPOND TO INVITATION TO BID.
- _____ WE DO NOT OFFER THIS PRODUCT OR EQUIVALENT.
- _____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- _____ UNABLE TO MEET SPECIFICATIONS.
- _____ UNABLE TO MEET BOND REQUIREMENTS.
- _____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- _____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

We understand that if the "No Bid" form is not executed and returned, our name may be deleted from the list of qualified bidders for Martin County Board of County Commissioners for future projects.

Typed Name and Title

Company Name

Address

Signature and Title

Telephone & Fax Number
Attachment 1

Date

BIDDER'S QUALIFICATION QUESTIONNAIRE

1a. State the number of years your business organization has been doing business in Florida.

1b. State the number of years your business organization has been doing business duly certified by the State of Florida or licensed in a county in Florida.

2. Have you ever failed to complete a contract awarded to you? If so, state where, when and why?

3. The following are named as three (3) references - public entities, corporations or individuals for which you have provided similar services:

a) _____

b) _____

c) _____

4. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business. (If corporation, state the name of the president and secretary. If a partnership, state the name of all partners. If a trade name, state the name of the individuals who do business under the trade name).

(Legal Name of Bidder)

(a) The business is a

(Insert form of business entity)

(b) The address of the principal place of business is:

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

(d) If a Corporation, attach a copy of the most recent good standing certificate issued by the Secretary of State of the State of Florida.

Date _____

Bidder _____

By _____

Title _____

Mailing Address _____

END OF BIDDER'S QUALIFICATION QUESTIONNAIRE
Must be returned with Bid submittal

Attachment 2

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____ as Principal, and _____ as surety, are firmly bound unto the Board of County Commissioners, Martin County, Florida (hereinafter called the "OWNER"), as obligee, in the sum of five hundred dollars (\$500.00) the payment of which sum will be made, the Principal and the surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a bid on the Project known as Annual Agreement for Liquid Biosolids Removal, Dewatering and Hauling and identified as Contract # _____, based on the Contract Documents prepared by OWNER.

NOW, THEREFORE, if the OWNER shall accept the Bid of the Principal and the Principal shall enter into a contract with the OWNER in accordance with the terms of such Bid as specified in the Contract Documents with a good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and materials furnished in the prosecution thereof, and furnish all required insurance certificates in accordance with the Contract Documents within fourteen (14) calendar days after notification of award, or in the event the Principal fails to enter into the Agreement and furnish all required insurance certificates, if the Principal shall pay to the OWNER the difference (not exceeding the amount hereof) between the amount specified in such Bid and such larger amount for which the OWNER may in good faith contract with another party to perform the work covered by such Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this ____ day of _____, 20 ____.

Bond No. _____

FOR CORPORATE BIDDERS:

WITNESS

(Principal)

(Seal)

By:

Title:

Surety:

(Seal)

By: _____

By:

(Attorney-in-Fact)

Typed Name _____

Address

FOR NON-CORPORATE BIDDERS:

(Seal)

WITNESS

(Seal)

(Seal)

(Principal)

By: _____

Title: _____

Surety: _____

By: _____
(Attorney-in-Fact)

Typed Name

Address

INSURANCE REQUIREMENTS

1.01 CONTRACTOR INSURANCE

A. General

1. Before performing any Work on the Project, the CONTRACTOR shall procure and maintain, during the life of the Agreement, the insurance coverages listed below. The policies of insurance shall be primary and written on forms acceptable to the OWNER and placed with insurance carriers approved and licensed by the Department of Insurance for the State of Florida with a minimum AM Best & Company financial rating of no less than A:VII. All required evidence of insurance shall be submitted to OWNER at the time set forth in the Contract Documents.

2. The CONTRACTOR shall not commence the work under the Contract nor permit any sub-contractors to commence work on any sub-contract until all the insurance required shall be obtained and certificates thereof provided to the OWNER. The CONTRACTOR may carry at its own expense such additional insurance as he may deem necessary. The CONTRACTOR shall not be deemed to be relieved of any responsibility by the fact that he carries insurance. Should the CONTRACTOR at any time, neglect or refuse to provide the insurance required herein, or should such insurance be canceled or should the full annual aggregate amount of any policy not be available to satisfy the requirements of the Contract, the OWNER shall have the right, but not the obligation, to procure such insurance for the CONTRACTOR and the cost thereof shall be deducted from the monies then due or thereafter to become due to the CONTRACTOR or to declare CONTRACTOR in default under the Contract.

3. Liability Insurance Requirements - All liability policies required herein shall be written on an occurrence basis. The policies shall name the OWNER, its commissioners and staff as additional insureds as their interest may appear under this Agreement and the insurers shall agree to waive all rights of subrogation against the OWNER and each individual member of the Board of County Commissioners, Constitutional Officers or staff.

The Products and Completed Operations portions of the General Liability shall extend for a period of two years after the Final Acceptance of the Project by the OWNER.

B. Other Requirements

1. Each insurance policy required by this Agreement shall:

a. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party, or reduced in coverage or in limits except after 30 days prior written notice by certified mail has been given to the OWNER.

b. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

c. The CONTRACTOR may lower the limits of insurance required of subcontractors to a level below those stated herein subject to prior written approval of the OWNER.

C. Certificates of Insurance

Certificates of Insurance evidencing coverages and limits of purchased insurance are to be furnished to the OWNER for approval prior to the commencement of Work under this Agreement. The Certificates shall be completed and signed by the issuing agent. The Certificates shall be in the form as approved by the Insurance Standards Office (ISO) and shall clearly state all the coverage required by this Agreement. The Certificates shall contain a statement that the insurer will mail notice to the OWNER at least 30 days prior to any material changes in provisions or cancellation of the policy.

D. Insurance Requirements

1. Workers' Compensation - The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Chapter 440, Florida Statutes and Employers Liability of limits no less than:

\$500,000	each accident
\$500,000	disease-policy limit
\$500,000	each employee

2. Commercial General Liability - including but not limited to bodily injury, property damage and personal injury with limits of \$1,000,000 per occurrence and \$2,000,000 per location aggregate covering all Work performed under this Agreement. The insurance shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), OWNERS and CONTRACTORS Protective, Products and Completed Operations.

3. Automobile Liability - including bodily injury and property damage liability for all vehicles owned, hired, leased and non-owned with limits of not less than \$500,000 combined single limit covering all Work performed under this Agreement.

4. Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than \$1,000,000.

5. Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a contract modification. However, if hazardous materials are identified while carrying out this Agreement, no further Work is to be performed in the area of the hazardous material until the OWNER has been consulted as to the need to procure and maintain such coverage.

Attachment 3

SERVICE CONTRACT
A/R 05-352 – Annual Agreement for Liquid Biosolids Removal,
Dewatering and Hauling

This Service Contract made this _____ day of _____, 2005, by and between Martin County, a political subdivision of the State of Florida, (hereinafter referred to as "COUNTY") and _____ of _____, (hereinafter referred to as "CONTRACTOR").

NOW, THEREFORE, in accordance with the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Contractor agrees to perform and carry out in a satisfactory and proper manner the services pursuant to the specifications set forth in the bid documents attached hereto and incorporate herein by this reference.

The County reserves the right to add or delete from the Specifications set forth in the bid documents, attached hereto and incorporated herein by this reference,

2. The County agrees to pay the Contractor for the work as set forth in the bid documents, attached hereto and incorporated herein by this reference. The Contractor will bill the County on a monthly basis or as otherwise provided for the work performed.

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the initiating County Department and then will be sent to the Accounting Department for payment. Invoices must be made within thirty (30) days of approval by the County.

3. This Contract shall be for a period of three (3) year beginning _____ 2005 ending _____ 2008 with an option of two (2) 36 month renewals.

4. County may terminate this Contract for any reason upon thirty (30) days prior to written notice. Additionally, any deficiency report to Contractor by the County representative shall be corrected during the same business work day reported. If corrective work is not performed during that time, deficiency will be corrected by County personnel and charged back to the Contractor.

5. The Contractor shall not commence work under this Contract until all insurance required under this Section has been obtained and such insurance has been approved by the County. Insurance shall be in full compliance with requirements as set forth in the bid document.

A. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish original Certificates of Insurance to the County prior to the commencement of work. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation for the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Contractor of its liability obligations under this Contract.

B. The Contractor shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$100,000 per person, \$300,000 per occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage arising from operations of the Contractor or by anyone directly employed by or contracting with the Contractor.

C. The Contractor shall maintain, during the life of this contract, Comprehensive Liability Insurance in the amount of \$100,000 per person for bodily injury and property damage liability and \$300,000 per occurrence, to protect the Contractor from claims for damages for bodily injury, including death as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

D. The Contractor shall maintain, during the life of this Contract, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees (if three or more) per Section 440.02, Florida Statutes. If employing any subcontractors; the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless covered by the protection afforded by the Contractor.

E. All insurance, except Worker's Compensation, to be maintained by the Contractor shall specifically include the County as an "Additional Named Insured".

6. Contractor shall fully comply with all applicable Federal, State, and local laws, rules, and regulations.

7. Any and all legal action necessary to enforce the Contract will be held in Martin County and the Contract will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

8. The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligations, judgement, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

9. The Contractor is, and shall be, in the performance of all work services and activities under this Contract, and Independent Contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

10. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Contract.

11. The Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this Contract. The County shall

have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days prior written notice.

12. The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

13. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in the documents. Accordingly, it is agreed that deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the formality and of equal dignity herewith.

14. If any legal action or other proceeding is brought for the enforcement of this Contract or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expense incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

15. If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable to the remainder of this Contract or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract be deemed valid and enforceable to the extent permitted by law.

16. Any notice, request, demand, consent, approval or other communication required or permitted by this Contract shall be given or made in writing and shall be service (as elected by the party giving such notice) by any of the following methods:

- (i) Hand delivery to the party; or
- (ii) Delivery by commercial overnight courier service; or
- (iii) Mailed by registered or certified mail (postage prepaid), return receipt

requested.

For purposes of notice the addresses are as follows:

CONTRACTOR:

COUNTY: Martin County
County Administrator
2401 S.E. Monterey Road
Stuart, Florida 34996

Copy to:
County Attorney
2401 S.E. Monterey Road
Stuart, Florida 34996

Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed. By giving proper notice as required, either party may change its address hereunder.

17. The Contractor warrants that its services under this Contract shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with the standard practices of the specified profession.

IN WITNESS WHEREOF, the parties hereto set their hands on the day and year first written above.

MARTIN COUNTY

Dan D. Hudson
Interim County Administrator

APPROVED AS TO FORM AND
CORRECTNESS:

Stephen Fry
County Attorney

WITNESS:

CONTRACTOR:

Signature

Company Name

Name (Type or Print)

Name (Type or Print)

Title

Signature

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

Blue Sheet No. 20061070

1. ACTION REQUESTED/PURPOSE: Rename Spanish Creek Preserve, a Conservation 20/20 preserve, Daniels Preserve at Spanish Creek.

2. WHAT ACTION ACCOMPLISHES: Changes name from staff suggestion to previous owner suggestion which is supported by the Conservation Lands Acquisition and Stewardship Advisory Committee (CLASAC).

3. MANAGEMENT RECOMMENDATION: CLASAC voted unanimously on August 10, 2006 to rename the preserve.

4. Departmental Category: CIIA		5. Meeting Date: 08/29/06
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input checked="" type="checkbox"/> Other	CLASAC request
		8. Request Initiated: Commissioner _____ Department <u>Parks & Recreation</u> Division _____ By: <u>John Yarbrough, Director</u> <i>John Yarbrough by ccm</i>

9. Background:
 Conservation 20/20 staff was contacted by the former property owner, Ms. Ruby Daniels, to see if we would reconsider the preserve's name. Ms. Daniel's suggestion (Daniels Preserve at Spanish Creek) was provided to the CLASAC for consideration at their August 10, 2006 meeting. The CLASAC voted unanimously to rename the preserve to honor the long term Lee County residents who actively protected the wildlife and natural areas in Lee County. County staff and the CLASAC are currently developing a heritage program to address situations such as these. The idea for the heritage program came largely because of this preserve and the Daniels family.

Renaming the preserve will not cause any financial impact to the program. The Land Stewardship Plan which was approved by the Lee County Board of County Commissioners on June 20, 2006 has not yet been bound and printed and no site signs have been created. If the name change is approved by the Lee County Board of County Commissioners, Lands Stewardship staff will replace the preserve name in the Land Stewardship Plan before printing.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>dy</i> <i>By ccm</i>				<i>8/12/06</i> <i>1:30 pm</i>	<i>sp</i> <i>8/16/06</i>	<i>sp</i> <i>8/16/06</i>	<i>sp</i> <i>8/16/06</i>	<i>sp</i> <i>8/16/06</i>	<i>5-11-06</i>

11. Commission Action:
 Approved
 Deferred
 Denied
 Other

RECEIVED BY
 COUNTY ADMIN: *AK*
 8/16/06 1:10 PM
 COUNTY ADMIN
 FORWARDED TO: *AK*
 8/17/06
 2:11

Rec. by Coatty
 Date: 8/14/06
 Time: 2:15pm
 Forwarded To:
 8/16/06 12:13 pm

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Approve and execute Agreement and Addendum between the Florida Department of State Bureau of Historic Preservation and Lee County for a grant in the amount of \$14,000 to develop Architectural and Engineering construction documents for restoration of the Olga Community Center. Authorize department director to sign future grant documents. Approve Budget Amendment in the amount of \$14,000.

2. WHAT ACTION ACCOMPLISHES: Provide an Agreement, Addendum, budget authority, and signature authorization for grant funds for the development of construction documents for the Olga Community Center.

3. MANAGEMENT RECOMMENDATION: Approve and execute Agreement, Addendum, Budget Amendment, and signature authorization.

4. Departmental Category: CIB		5. Meeting Date: 08/29/06
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input checked="" type="checkbox"/> Other	8. Request Initiated: Commissioner _____ Department <u>Parks & Recreation</u> Division _____ By: <u>John Yarbrough</u> <i>John Yarbrough by ccm</i>

9. Background:
 The Olga Community Center was built in 1927 as a community school and is listed on the National Register of Historic Places. In August 2005, the Board of County Commissioners adopted a Preservation Plan to restore the center to its original design. A grant was requested and awarded by the Bureau of Historic Preservation to begin the development of construction documents for the restoration. Matching funds are available in the adopted Capital Improvement Program for the Olga Community Center.

Revenues are budgeted in: 12084615500.334100.9001 and funds will be made available in 12084615500.503190

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>ccm</i>				<i>314</i>	Analyst	Risk	Grants	Mgr.	
<i>ccm</i>				<i>314</i>	<i>314</i>	<i>314</i>	<i>314</i>	<i>314</i>	<i>8-17-04</i>

11. Commission Action:

Approved
 Deferred
 Denied
 Other

RECEIVED BY COUNTY ADMIN: *(initials)*
 8/17/06 10:30 AM
 COUNTY ADMIN FORWARDED TO: *(initials)*
 8/17/06
 3:21

Rec'd by County
 Date: *8/17/06*
 Time: *9:05 AM*
 Budget
8/17/06 9:00am

RESOLUTION

Amending the MSTU Budget, Fund 15500 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2005-2006.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the MSTU Budget, Fund 15500 for \$ 14,000 of the unanticipated revenue from Grant funding and an appropriation of a like amount for grant expenditures and;

WHEREAS, the MSTU Budget, Fund 15500 shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		
Additions		\$ 108,469,305
12084615500.334100.9001	Historic Preservation	\$ 14,000
Amended Total Estimated Revenues		\$ 108,483,305

APPROPRIATIONS

Prior Total:		\$ 108,469,305
Additions		
12084615500.503190	Other Professional Services	\$ 14,000
Amended Total Appropriations		\$ 108,469,305

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the MSTU Budget, Fund 15500 is hereby amended to show the above additions to its Estimated Revenue and Appropriation Accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

GRANT AT A GLANCE

GRANT AWARD INFORMATION

1. County Grant ID (project #): 120846

2. Title of Grant: Historic Preservation ~ Olga Community Center

3. Amount of Award: \$14,000

4. Amount of Match Required: \$14,000

5. Type of Match: in kind
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL CFDA #	STATE X CSFA #45.031
----------------	----------------------

7. Agency Contract Number: S0725

8. Contract Period:	Begin Date:	End Date: 06/30/07
---------------------	-------------	--------------------

9. Name of Subrecipient(s) N/A

10. Business Unit(s): 12084615500.331400.9001

12084615500.503190

11. Scope of Grant: (describe project).

To develop architectural and engineering construction documents for restoration of the Olga Community Center.

12. Has this Grant been Funded Before? YES NO If YES When?

13. Is Grant Funding Anticipated in Subsequent Years? YES NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense? YES NO

If YES What is the Lee County Budget Impact:

1st Year	2 nd Year	3 rd Year
4 th Year	5 th Year	

Check Box if Additional Information on Program and Budget Impact is provided in *Comment Section* on page 2

ADMINISTERING DEPARTMENT INFORMATION

1. Department: Parks and Recreation

2. Contacts:

Program Mgr. Mike Mulligan	Phone #: 239-461-7427
Fiscal Mgr. Cindy Mitar	Phone #: 239-461-7414

**Historic Preservation Grant Award Agreement
Acquisition and Development Grants (Matching)
Grant No. S0725**

This AGREEMENT is between the State of Florida, Department of State, Division of Historical Resources, hereinafter referred to as the Department, and the **Lee County Parks and Recreation Department**, a political subdivision of the State of Florida, hereinafter referred to as the Grantee, relative to the **Olga School Project**, hereinafter referred to as the Project, and is effective on the date hereinafter signed by the Division Director, **and shall end on June 30, 2007.**

The Department is responsible for the administration of grants-in-aid assistance for historic preservation purposes under the provisions of Section 267.0617, Florida Statutes. The Grantee has applied for grant-in-aid assistance for the Project. The application, incorporated by reference, has been reviewed and approved in accordance with Chapter 1A-35, Florida Administrative Code, which regulates Historic Preservation Grants-in-Aid. Pursuant to Line Item Number **3182**, contained in the **2006 – 2007** General Appropriations Act, Ch. 2006-25, Laws of Florida, the Department enters into this Agreement with the Grantee under grant number S0725, for the purposes as described in Section I. Subject to the limitations set forth in this Agreement, grant-in-aid funds in the amount of **fourteen thousand dollars (\$14,000.00)** have been reserved for the Project by the Department. The Department and the Grantee agree as follows:

- I. The Project shall include the following authorized project work:

Planning for restoration/rehabilitation to return the building to its original form for expanded community center use. Work will include:

- a. **Architectural and engineering services through development of construction documents.**

- II. The Grantee agrees to administer the Project in accordance with the **GENERAL AND SPECIAL CONDITIONS GOVERNING GRANTS AND THE ADMINISTRATIVE INSTRUCTIONS FOR HISTORIC PRESERVATION PROJECT ACCOUNTABILITY** attached as Attachment "A"; Chapter 1A-35, Florida Administrative Code; and the following specific conditions:

- A. The Grantee agrees to complete the Project by **June 30, 2007** and submit the Final Products and the "Final Project Progress & Expenditure Report", as specified in Attachment "A", Part II, subparagraph B.2., within 30 days of completion of project work. No costs incurred prior to the commencement date of this Agreement are eligible for payment from grant funds. No costs incurred after the above project work completion date will be eligible for payment unless specifically authorized by the Department before the cost is incurred.
- B. The Department shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor shall the Grantee exclude liability for its own acts, omissions to act or negligence to the Department. The Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee, its agents, servants or employees.
- C. The Grantee, other than a grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the Department harmless from and against any and all claims or demands for damages, including attorney fees and court costs, resulting from personal injury, including death or damage to property, arising out of any activities performed under this Agreement, omissions to act or negligence of the Grantee, its agents, servants, or employees and shall investigate all claims at its own expense.

- D. The Grantee shall be solely responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution, as specified in Attachment "A", Part II, subparagraph A.2.j(3); and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- E. The Grantee shall submit complete bid documents, including plans and specifications, to the Department for review and approval prior to the execution of any contract for construction work.
- F. The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable laws and regulations of the State of Florida.
- G. The Grantee shall coordinate consultation between its professional consultants and appropriate Department staff representatives as necessary to assure mutual understanding of and agreement on the objectives, requirements, and limitations of the Project in relation to the State Historic Preservation Program.
- H. The Department shall unilaterally cancel this Agreement in the event that the Grantee refuses to allow public access to all documents or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement.
- I. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee shall not charge the Department for any travel expense without the Department's written approval. Upon obtaining the Department's written approval, the Grantee shall be authorized to incur travel expenses to be reimbursed in accordance with Section 112.061, Florida Statutes.
- J. The Grantee recognizes that the State of Florida, pursuant to Section 212.08(6), Florida Statutes, is not required to pay taxes on any goods or services that may be provided to it pursuant to this Agreement.
- K. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this Agreement is dependent are withdrawn, this Agreement is terminated and the Department has no further liability to the Grantee beyond that already incurred by the termination date. In the event of a state revenue shortfall, the total grant shall be reduced in proportion to the revenue shortfall.
- L. All project work must be in compliance with the **Secretary of the Interior's Standards for ARCHEOLOGY and HISTORIC PRESERVATION: Preservation Planning**.
- M. The Grantee will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of race, religion, color, disability, national origin, age, gender, or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this Agreement.
- N. The Department shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.

- O. These grant funds will not be used for lobbying the Legislature, the Judicial branch or any state agency.
 - P. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, Florida Statutes.
 - Q. The product of the Project must be the original work of the Grantee or its consultants. If the work of others is used as background information, it shall be appropriately credited to the originator.
- III. The Department agrees to pay the Grantee for 50% of the Grantee's total cash expenditures and donated values, so long as the Grantee's cash expenditures equal or exceed the amount of donated values, up to a maximum payment of **fourteen thousand dollars (\$14,000.00)**. If the donated values exceed the amount of cash expenditures, the Department shall only pay the Grantee for 100% of actual cash expenditures up to a maximum payment of **fourteen thousand dollars (\$14,000.00)**.

The Grantee shall submit to the Department the four (4) signed Payment Forms (No. HR2E560397, effective 3/97), herein incorporated by reference, with this signed Grant Award Agreement to initiate the grant. The Department will retain these forms for payment processing. Submission of these forms does not constitute a request for payment by the Grantee. **Formal requests for payment must be made in writing by the Grantee as needed, and must specify the amount of funding being requested.** Payment of the total amount as prescribed above shall be made to the Grantee in either advanced installments or on a reimbursement basis, as specified in Attachment "A", Part II, subparagraph A.4.

The Department shall evaluate all payment requests based on the status of project work and compliance with the reporting and procurement requirements of this Agreement. **The Department reserves the right to withhold payments if the Grantee is found to be in violation of any term(s) of this Agreement.**

Payment for project costs will be contingent upon the Grantee's submission of completed "Project Progress & Expenditure Report" forms (No. HR3E0340103, effective 1/03, herein incorporated by reference) to the Department within 30 days following the end of each quarterly reporting period. In order for any expenditure to qualify for reimbursement or any donated service or value to count toward the match requirement, it must be properly documented, be for services rendered, materials procured, work performed or values donated during the term of the Agreement, and for a charge or value assessed which is reasonable in amount and directly related to and necessary for the completion of the authorized project work.

Payment for project costs will also be contingent upon all authorized project work being in compliance with the aforementioned Secretary of the Interior's Standards, and the inspection and approval of the grant assisted work by the Department. The Department further agrees to the following conditions:

- A. The Department shall review and approve as to form and content all proposed contracts of the Grantee for the procurement of goods and services relating to the project work and all proposed contract change orders or amendments prior to final execution of said contracts, change orders or amendments, but said review and approval shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
- B. The Department shall review and approve detailed plans, specifications, and other bid documents for construction work relating to the Project prior to the execution of any contract for such work; review and comment on all preliminary reports and recommendations; and confer with the Grantee and its professional consultants as necessary throughout the course of the Project, to assure compliance with the objectives, requirements and limitations of the State Historic Preservation Program.

Within 30 days of completion of project work, the Grantee shall submit the completed "Final Progress & Expenditure Report" to the Department. **The Department shall retain ten percent of the total grant award until receipt and approval by the Department of the Grantee's "Final Project Progress & Expenditure Report" and verification that the match requirement has been satisfied.**

- IV. The payment schedule of grant funds shall be subject to the timely filing of required reports and to any special conditions required by the Office of the Comptroller, State of Florida.

When advance payments have been made by the Department, surplus funds must be temporarily invested in a separate interest-bearing account and the interest earned on such investments shall be returned to the State. The Grantee shall report and document interest earnings quarterly, and shall remit the total interest earned at the end of the grant period in the form of a check or money order made payable to the Florida Department of State.

- V. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this Agreement.
- VI. If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- VII. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- VIII. Each grantee, other than a grantee which is a State agency, agrees that, its officers, agents and employees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee or agent of the State. Each grantee, other than a grantee which is a State agency, is not entitled to accrue any benefits including retirement benefits and any other rights or privileges connected with employment in the State Career Service. The Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
- IX. The Grantee shall not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without prior written consent of the Department which consent shall not be unreasonably withheld. The Agreement transferee must also demonstrate compliance with Chapter 1A-35, Florida Administrative Code. If the Department approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties and obligations of the Department to another government entity pursuant to Section 20.06, Florida Statutes, or otherwise, the rights, duties and obligations under this Agreement shall also be transferred to the successor government entity as if it were an original party to the Agreement.
- X. This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligation of the Department.
- XI. The following provisions shall apply for the voluntary and involuntary suspension or termination of the grant by either the Department or the Grantee:

- A. Suspension. Suspension is action taken by the Department which temporarily withdraws or limits the Grantee's authority to utilize grant assistance pending corrective action by the Grantee as specified by the Department or pending a decision by the Department to terminate the grant.
1. Notification. When the Grantee has materially failed to comply with the terms and conditions of the grant, the Department may suspend the grant after giving the Grantee reasonable notice (usually 30 calendar days) and an opportunity to show cause why the grant should not be suspended. The notice of the suspension will detail the reasons for the suspension, any corrective action required of the Grantee, and the effective date of the suspension.
 2. Commitments. No commitments of funds incurred by the Grantee during the period of suspension will be allowed under the suspended grant, unless the Department expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Grantee could not reasonably avoid during the suspension period will be allowed if they result from charges properly incurred by the Grantee before the effective date of the suspension, and not in anticipation of suspension or termination. Third party contributions applicable to the suspension period shall not be allowed in satisfaction of matching share requirements, unless otherwise agreed by the parties.
 3. Adjustments to payments. Appropriate adjustments to the payments submitted after the effective date of suspension under the suspended grant will be made either by withholding the payments or by not allowing the Grantee credit for disbursements made in payment of unauthorized costs incurred during the suspension period.
 4. Suspension period. Suspensions will remain in effect until the Grantee has taken corrective action to the satisfaction of the Department or given written evidence satisfactory to the Department that corrective action will be taken, or until the Department terminates the grant. The grant shall be terminated by the Department if the Grantee fails to respond in writing to a notification of suspension within 30 calendar days of receipt of such notification by the Grantee.
- B. Termination. Termination is the cancellation of grant assistance, in whole or in part, under a grant or project at any time prior to the date of completion.
1. Termination for cause. The Department shall have the authority to cancel this Agreement because of failure of the Grantee to fulfill its obligations under this Agreement or any other past or present grant award agreement with this Division or any other Division within the Department of State. Satisfaction of obligations by the Grantee shall be determined by the Department. The Department shall provide the Grantee a written notice of default letter. The Grantee shall have 15 calendar days to cure the default, unless it is determined by the Department that the default is of a nature that cannot be cured. If the default is not cured by the Grantee within the stated period, the Department shall terminate this Agreement. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this Agreement, the Grantee will be compensated for any work satisfactorily completed in accordance with this Agreement prior to notification of termination.
 2. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two

parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

3. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
4. Commitments. When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the notification of the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The Department will allow full credit to the Grantee for the Department's share of the noncancelable obligations properly incurred by the Grantee prior to termination. Costs incurred after the effective date of the termination will be disallowed.

- XII. Unless there is a change of address, any notice required by this Agreement shall be delivered to the Bureau of Historic Preservation, Division of Historical Resources, Florida Department of State, R. A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the Department, and to **Lee County Parks and Recreation Department, 3410 Palm Beach Boulevard, Fort Myers, Florida 33916**, for the Grantee. Unless the Grantee has notified the Department in writing by return receipt mail of any change of address, all notices shall be deemed delivered if sent to the above address.
- XIII. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this contractual relationship.
- XIV. This instrument and the Attachments hereto embody the whole Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties. No change or addition to this Agreement and the Attachments hereto shall be effective unless in writing and properly executed by the parties.

All written approvals refereneed in this Agreement must be obtained from the parties' grant administrators or their designees. The Department and the Grantee have read this Agreement and the Attachments hereto and have affixed their signatures:

DEPARTMENT OF STATE

Witness

FREDERICK P. GASKE
Director, Division of Historical Resources

Witness

Date

LEE COUNTY PARKS AND RECREATION DEPARTMENT

Witness

Signature of Authorized Official

Witness

Typed Name of Authorized Official

Typed Title of Authorized Official

Date

All written approvals referenced in this Agreement must be obtained from the parties' grant administrators or their designees. The Department and the Grantee have read this Agreement and the Attachments hereto and have affixed their signatures:

DEPARTMENT OF STATE

Witness

FREDERICK P. GASKE
Director, Division of Historical Resources

Witness

Date

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

Witness

Signature of Authorized Official

Witness

Tammara Hall

Typed Name of Authorized Official

Chairwoman

Typed Title of Authorized Official

Date

ADDENDUM TO GRANT AWARD AGREEMENT NUMBER S0725

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.fldfs.com/>

Federal Office of Management and Budget Circulars Index

<http://www.whitehouse.gov/omb/grants/index.html> - circulars

Governor's Office Initiatives, Florida Single Audit Act

<http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(I), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of State at each of the following addresses:

Division of Historical Resources
Bureau of Historic Preservation
Grants and Education Section
500 South Bronough Street
Tallahassee, FL 32399-0250

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Division of Historical Resources
Bureau of Historic Preservation
Grants and Education Section
500 South Bronough Street
Tallahassee, FL 32399-0250

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of State at each of the following addresses:

Division of Historical Resources
Bureau of Historic Preservation
Grants and Education Section
500 South Bronough Street
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not Applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Historic Preservation Grants, CSFA Number 45.031 \$14,000.00 (fourteen thousand dollars).

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in the Compliance Supplement to CSFA Number 45.031.

The Grantee has read this Addendum to the Grant Award Agreement and has affixed their signature:

Signature of Authorized Official

Tammara Hall, Chairwoman, Lee County Board of County
Typed Name and Title of Authorized Official Commissioners

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

Blue Sheet No. 20061097

1. ACTION REQUESTED/PURPOSE: Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant. Pursuant to Florida Statute Chapter 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original land owner.

2. WHAT ACTION ACCOMPLISHES: The Clerk has received a verified claim of these funds and requests that you release them to the claimant.

3. MANAGEMENT RECOMMENDATION:

4. Departmental Category:

C15A

5. Meeting Date:

08-29-2006

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute 197**
- Ordinance**
- Admin. Code**
- Other**
- Rules of FL Auditor General**

8. Request Initiated:

Commissioner Clerk of Courts
Department Finance/Records Dept
Division Delinquent Tax Office
By: **Debbie Underwood, Manager**

DW

Background: Pursuant to Florida Statute Chapter 197, the Board of County Commissioners is holding overbid funds from Delinquent Tax Sales. The Clerk has received a verified claim for these funds, within the two year period, and request that you release them for the following tax deed.

TAX DEED NUMBER: 2002-003928

10. Review for Scheduling:

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

11. Commission Action:

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

OVERBID MONEY LIST

Tax Deed # 2002003928

Request/Legal Description	AMOUNT
<p>Tax Deed #: 2002003928 Previous Owner: RALCO INC Legal: LOTS 10 & 11, BLK 6094, UNIT 97 CAPE CORAL, PB 25 PG 97, OR 1651 PG 2926 Strap: 07-43-23-C1-06094-0100 Amount Held by Board of County Commissioners: \$4,586.13</p>	\$4,586.13

Authorized Signature

July 12, 2006

Board of County Commissioners
Lee County
Fort Myers, Florida

Honorable Commissioners:

We have received a claim for overbid funds regarding the following:

**LOTS 10 & 11, BLK 6094, UNIT 97
CAPE CORAL, PB 25 PG 97, OR 1651 PG 2926**

Tax Deed #	2002003928		
Strap #:	07-43-23-C1-06094-0100		
Previous Owner:	RALCO INC		
On Overbid Check #:	70413	Dated: 9/1/2004	Amount Held: \$4,586.13
Account No:	00100.220540	Sub-Ledger: 02003928	

We request that the **\$4,586.13** overbid funds held by Lee County be paid
as follows:

**Palm Research Group, LLC
3675 S. Westshore Blvd. Ste. 220
Tampa, FL 33629**



Debbie Underwood, Manager
Delinquent Tax Office

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

Blue Sheet No. 20061098

1. ACTION REQUESTED/PURPOSE: Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant. Pursuant to Florida Statute Chapter 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original land owner.

2. WHAT ACTION ACCOMPLISHES: The Clerk has received a verified claim of these funds and requests that you release them to the claimant.

3. MANAGEMENT RECOMMENDATION:

4. Departmental Category:

C15B

5. Meeting Date:

08-29-2006

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute 197
- Ordinance
- Admin. Code
- Other
- Rules of FL Auditor General

8. Request Initiated:

Commissioner Clerk of Courts
 Department Finance/Records Dept
 Division Delinquent Tax Office
 By: Debbie Underwood, Manager

Du

Background: Pursuant to Florida Statute Chapter 197, the Board of County Commissioners is holding overbid funds from Delinquent Tax Sales. The Clerk has received a verified claim for these funds, within the two year period, and request that you release them for the following tax deed.

TAX DEED NUMBER: 2003-003256

10. Review for Scheduling:

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

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

OVERBID MONEY LIST

Tax Deed # 2003-003256

Request/Legal Description	AMOUNT
<p>Tax Deed #: 2003-003256 Previous Owner: Vicente Gonzalez and Janice Gonzalez Legal: Lot 10, Block 46, Unit 12 Lehigh Acres Strap: 25-44-27-12-00046.0100 Amount Held by Board of County Commissioners: \$10,684.44 Pay to: Palm Research Group LLC C/o Jeffrey G. Moan 3675 S. Westshore Blvd. Ste 220</p>	<p>\$10,684.44</p>

Authorized Signature

LeeClerk.ORG

CHARLIE GREEN: CLERK OF COURT

August 14, 2006

Board of County Commissioners
Lee County
Fort Myers, Florida

Honorable Commissioners:

We have received a claim for overbid funds regarding the following:
Lot 10, Block 46, Unit 12 Lehigh Acres

Tax Deed # **2003-003256**
Strap #: **25-44-27-12-00046.0100**
Previous Owner: **Vicente Gonzalez and Janice Gonzalez**

On Overbid Check #: **85485** Dated: **3/4/2005** Amount Held: **\$10,684.44**
Account No: **00100.220540** Sub-Ledger: **03003256**

We request that the **\$10,684.44** overbid funds held by Lee County be paid

Palm Research Group LLC
C/o Jeffrey G. Moan
3675 S. Westshore Blvd. Ste 220
Tampa, FL 33629



Debbie Underwood, Manager
Delinquent Tax Office

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

Blue Sheet No. 20061099

1. ACTION REQUESTED/PURPOSE: Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant. Pursuant to Florida Statute Chapter 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original land owner.

2. WHAT ACTION ACCOMPLISHES: The Clerk has received a verified claim of these funds and requests that you release them to the claimant.

3. MANAGEMENT RECOMMENDATION:

4. Departmental Category: <u>C15C</u>		5. Meeting Date: <u>08-29-2006</u>
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input checked="" type="checkbox"/> Statute <u>197</u>	8. Request Initiated: Commissioner <u>Clerk of Courts</u> Department <u>Finance/Records Dept</u> Division <u>Delinquent Tax Office</u> By: <u>Debbie Underwood, Manager</u>
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input type="checkbox"/> Other	
<input type="checkbox"/> Rules of FL Auditor General		

Background: Pursuant to Florida Statute Chapter 197, the Board of County Commissioners is holding overbid funds from Delinquent Tax Sales. The Clerk has received a verified claim for these funds, within the two year period, and request that you release them for the following tax deed.

TAX DEED NO: 2004-000972

10. Review for Scheduling:

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

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

OVERBID MONEY LIST

Tax Dee 2004000972

Request/Legal Description	AMOUNT
Tax Deed #: 2004000972 Previous Owner: Cassie Mulcahey Legal: LOT 2, BLK .65, UNIT 13, LEHIGH ACRES, PB 18 PG 31, OR 434 PG 807	
Strap: 13-45-27-13-00065.0020	
Amount Held by Board of County Commissioners: \$12,383.68	
Pay to: Peter J Jaensch POA for Carl Mulchaey 2188 Main St. Suite A Sarasota, FL 34237	\$12,383.68

Authorized Signature

LeeClerk.ORG

CHARLIE GREEN: CLERK OF COURT

June 12, 2006

Board of County Commissioners
Lee County
Fort Myers, Florida

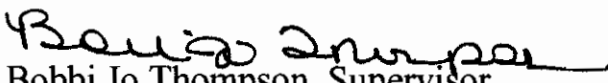
Honorable Commissioners:

We have received a claim for overbid funds regarding the following:
LOT 2, BLK .65, UNIT 13, LEHIGH ACRES, PB 18 PG 31, OR 434 PG 807

Tax Deed #	2004000972			
Strap #:	13-45-27-13-00065.0020			
Previous Owner:	Cassie Mulcahey			
On Overbid Check #:	114406	Dated:	2/2/2006	Amount Held: \$12,383.68
Account No:	00100.220540	Sub-Ledger:	004000972	

We request that the **\$12,383.68** overbid funds held by Lee County be paid as follows:

**Peter J Jaensch POA for
Carl Mulchaey
2188 Main St. Suite A
Sarasota, FL 34237**


Bobbi Jo Thompson, Supervisor
Delinquent Tax Office

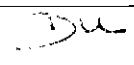
**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20061100

1. ACTION REQUESTED/PURPOSE: Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant. Pursuant to Florida Statute Chapter 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original land owner.


2. WHAT ACTION ACCOMPLISHES: The Clerk has received a verified claim of these funds and requests that you release them to the claimant.

3. MANAGEMENT RECOMMENDATION:

4. Departmental Category: C15D		5. Meeting Date: 08-29-2006
6. Agenda:	7. Requirement/Purpose: (specify)	8. Request Initiated:
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute <u>197</u>	Commissioner <u>Clerk of Courts</u>
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	Department <u>Finance/Records Dept</u>
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	Division <u>Delinquent Tax Office</u>
<input type="checkbox"/> Public	<input type="checkbox"/> Other	By: <u>Debbie Underwood, Manager</u>
<input type="checkbox"/> Walk-On	<input type="checkbox"/> Rules of FL Auditor General	

Background: Pursuant to Florida Statute Chapter 197, the Board of County Commissioners is holding overbid funds from Delinquent Tax Sales. The Clerk has received a verified claim for these funds, within the two year period, and request that you release them for the following tax deed.

TAX DEED NUMBER: 2004-003061

10. Review for Scheduling:									
Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
									

11. Commission Action:

Approved

Deferred

Denied

Other

OVERBID MONEY LIST

Tax Deed # 2004003061

Request/Legal Description	AMOUNT
<p>Tax Deed #: 2004003061 Previous Owner: Christina Lucille Weatherford Legal: LEHIGH ACRES UNIT 4 BLK. 33 PB 15 PG 59 LOT 20 OR BK 228 PG 915 Strap: 02-44-26-04-00033.0200 Amount Held by Board of County Commissioners: \$13,489.56</p> <p>Pay to: Swearingen & Associates, Inc. Escrow Account POA for James Seaver P.O. Box 16621 West Palm Beach, FL 33416</p>	<p>\$1,226.32</p>

Authorized Signature

August 10, 2006

Board of County Commissioners
Lee County
Fort Myers, Florida

Honorable Commissioners:

We have received a claim for overbid funds regarding the following:

LEHIGH ACRES UNIT 4 BLK. 33 PB 15 PG 59

LOT 20 OR BK 228 PG 915

Tax Deed # **2004003061**

Strap #: **02-44-26-04-00033.0200**

Previous Owner: **Christina Lucille Weatherford**

On Overbid Check #: **116900** Dated: **3/2/2006** Amount Held: **\$13,489.56**

Account No: **00100.220540** Sub-Ledger: **04003061**

We request that the **\$1,226.32** overbid funds held by Lee County be paid
as follows:

Swearingen & Associates, Inc. Escrow Account

POA for James Seaver

P.O. Box 16621

West Palm Beach, FL 33416



Debbie Underwood, Manager
Delinquent Tax Office

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

Blue Sheet No. 20061101

1. ACTION REQUESTED/PURPOSE: Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant. Pursuant to Florida Statute Chapter 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original land owner.

2. WHAT ACTION ACCOMPLISHES: The Clerk has received a verified claim of these funds and requests that you release them to the claimant.

3. MANAGEMENT RECOMMENDATION:

4. Departmental Category: C15E		5. Meeting Date: 08-29-2006
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input checked="" type="checkbox"/> Statute	197
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input type="checkbox"/> Other	
	<input type="checkbox"/> Rules of FL Auditor General	
		8. Request Initiated:
		Commissioner <u>Clerk of Courts</u>
		Department <u>Finance/Records Dept</u>
		Division <u>Delinquent Tax Office</u>
		By: <u>Debbie Underwood, Manager</u>

Background: Pursuant to Florida Statute Chapter 197, the Board of County Commissioners is holding overbid funds from Delinquent Tax Sales. The Clerk has received a verified claim for these funds, within the two year period, and request that you release them for the following tax deed.

TAX DEED NUMBER: 2004002758

10. Review for Scheduling:

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

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

OVERBID MONEY LIST

Tax Deed # 2004-002758

Request/Legal Description	AMOUNT
<p>Tax Deed #: 2004-002758 Previous Owner: Virgil T. Powers Legal: Lot 11, Blk 48, Unit 9 Lehigh Acres Strap: 14-45-27-09-00048-0110 Amount Held by Board of County Commissioners: \$12,773.98 Pay to: Irma Jean Siler c/o Peter J Jaensch POA 2188 Main St. Suite A Sarasota, FL 34237</p>	<p>\$12,773.98</p>

Authorized Signature

LeeClerk.ORG

CHARLIE GREEN: CLERK OF COURT

August 16, 2006

Board of County Commissioners
Lee County
Fort Myers, Florida

Honorable Commissioners:

We have received a claim for overbid funds regarding the following:

Lot 11, Blk 48, Unit 9 Lehigh Acres

Tax Deed # **2004-002758**
Strap #: **14-45-27-09-00048-0110**
Previous Owner: **Virgil T. Powers**

On Overbid Check #: **116900** Dated: **3/2/2006** Amount Held: **\$12,773.98**
Account No: **00100.220540** Sub-Ledger: **04002758**

We request that the **\$12,773.98** overbid funds held by Lee County be paid

Irma Jean Siler
c/o Peter J Jaensch POA
2188 Main St. Suite A
Sarasota, FL 34237



Debbie Underwood, Manager
Delinquent Tax Office

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

Blue Sheet No. 20061102

1. ACTION REQUESTED/PURPOSE: Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant. Pursuant to Florida Statute Chapter 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original land owner.

2. WHAT ACTION ACCOMPLISHES: The Clerk has received a verified claim of these funds and requests that you release them to the claimant.

3. MANAGEMENT RECOMMENDATION:

4. Departmental Category: C15F		5. Meeting Date: 08-29-2006
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input checked="" type="checkbox"/> Statute 197	8. Request Initiated:
	<input type="checkbox"/> Ordinance	Commissioner Clerk of Courts
	<input type="checkbox"/> Admin. Code	Department Finance/Records Dept
<input type="checkbox"/> Other	Division Delinquent Tax Office	By: Debbie Underwood, Manager <i>DU</i>
<input type="checkbox"/> Rules of FL Auditor General		

Background: Pursuant to Florida Statute Chapter 197, the Board of County Commissioners is holding overbid funds from Delinquent Tax Sales. The Clerk has received a verified claim for these funds, within the two year period, and request that you release them for the following tax deed.

TAX DEED NUMBER: 2004-001948

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>									

11. Commission Action:

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

OVERBID MONEY LIST

Tax Deed # 2004-001948

Request/Legal Description	AMOUNT
<p>Tax Deed #: 2004-001948 Previous Owner: Marion P. Brandt Legal: Lot 9, Block 53, Unit 5, Lehigh Acres Strap: 01-44-26-05-00053.0090 Amount Held by Board of County Commissioners: \$11,905.49 Pay to: Swearingen & Associates Escrow Account POA for Ann Kovacs P.O. Box 16621</p>	\$5,925.75

Authorized Signature

LeeClerk.ORG

CHARLIE GREEN: CLERK OF COURT

July 24, 2006

Board of County Commissioners
Lee County
Fort Myers, Florida

Honorable Commissioners:

We have received a claim for overbid funds regarding the following:
Lot 9, Block 53, Unit 5, Lehigh Acres

Tax Deed # **2004-001948**
Strap #: **01-44-26-05-00053.0090**
Previous Owner: **Marion P. Brandt**

On Overbid Check #: **114406** Dated: **2/2/2006** Amount Held: **\$11,905.49**
Account No: **00100.220540** Sub-Ledger: **04001948**

We request that the **\$5,925.75** overbid funds held by Lee County be paid

Swearingen & Associates
Escrow Account POA for Ann Kovacs
P.O. Box 16621
West Palm Beach, FL 33416



Debbie Underwood, Manager
Delinquent Tax Office

OVERBID MONEY LIST

Tax Deed # 2004-001948

Request/Legal Description	AMOUNT
Tax Deed #: 2004-001948 Previous Owner: Marion P. Brandt Legal: Lot 9, Block 53, Unit 5, Lehigh Acres Strap: 01-44-26-05-00053.0090 Amount Held by Board of County Commissioners: \$11,905.49 Pay to: Swearingen & Associates Escrow Account POA for Gloria J. Shepherd P.O. Box 16621	\$5,925.74

Authorized Signature

LeeClerk.ORG

CHARLIE GREEN: CLERK OF COURT

July 24, 2006

Board of County Commissioners
Lee County
Fort Myers, Florida

Honorable Commissioners:

We have received a claim for overbid funds regarding the following:
Lot 9, Block 53, Unit 5, Lehigh Acres

Tax Deed # **2004-001948**
Strap #: **01-44-26-05-00053.0090**
Previous Owner: **Marion P. Brandt**

On Overbid Check #: **114406** Dated: **2/2/2006** Amount Held: **\$11,905.49**
Account No: **00100.220540** Sub-Ledger: **04001948**

We request that the **\$5,925.74** overbid funds held by Lee County be paid

Swearingen & Associates
Escrow Account POA for Gloria J. Shepherd
P.O. Box 16621
West Palm Beach, FL 33416



Debbie Underwood, Manager
Delinquent Tax Office

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

Blue Sheet No. 20061103

1. ACTION REQUESTED/PURPOSE: Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant. Pursuant to Florida Statute Chapter 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original land owner.

2. WHAT ACTION ACCOMPLISHES: The Clerk has received a verified claim of these funds and requests that you release them to the claimant.

3. MANAGEMENT RECOMMENDATION:

4. Departmental Category: C156		5. Meeting Date: 08-29-2006
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input checked="" type="checkbox"/> Statute	197
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input type="checkbox"/> Other	
	<input type="checkbox"/> Rules of FL Auditor General	
		8. Request Initiated: Commissioner <u>Clerk of Courts</u> Department <u>Finance/Records Dept</u> Division <u>Delinquent Tax Office</u> By: Debbie Underwood, Manager DU

Background: Pursuant to Florida Statute Chapter 197, the Board of County Commissioners is holding overbid funds from Delinquent Tax Sales. The Clerk has received a verified claim for these funds, within the two year period, and request that you release them for the following tax deed.

TAX DEED NUMBER: 2004-001987

10. Review for Scheduling:

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

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

OVERBID MONEY LIST

Tax Deed # 2004001987

Request/Legal Description	AMOUNT
<p>Tax Deed #: 2004001987 Previous Owner: Leonard J Kub and Anne M Kub Legal: LEHIGH ACRES UNIT7 BLK. 74 PB 15 PG 58 LOT 7 OR 1024 PG 1271 Strap: 01-44-26-07-00074-0070 Amount Held by Board of County Comissioners: \$11,595.65</p>	\$11,595.65
<p>Pay to: Michael S Hagen, Attorney c/o POA for Richard Mikyska P O Box 07463 Fort Myers, FL 33919</p>	

Authorized Signature

August 14, 2006

Board of County Commissioners
Lee County
Fort Myers, Florida

Honorable Commissioners:

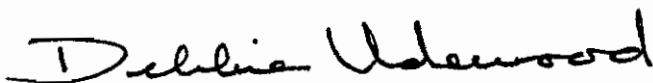
We have received a claim for overbid funds regarding the following:

**LEHIGH ACRES UNIT7 BLK. 74 PB 15 PG 58
LOT 7 OR 1024 PG 1271**

Tax Deed #	2004001987		
Strap #:	01-44-26-07-00074-0070		
Previous Owner:	Leonard J Kub and Anne M Kub		
On Overbid Check #:	114406	Dated: 2/2/2006	Amount Held: \$11,595.65
Account No:	00100.220540	Sub-Ledger: 04001987	

We request that the **\$11,595.65** overbid funds held by Lee County be paid as follows:

**Michael S Hagen, Attorney
c/o POA for Richard Mikyska
P O Box 07463
Fort Myers, FL 33919**



Debbie Underwood, Manager
Delinquent Tax Office

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

Blue Sheet No. 20061104

1. ACTION REQUESTED/PURPOSE: Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant. Pursuant to Florida Statute Chapter 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original land owner.

2. WHAT ACTION ACCOMPLISHES: The Clerk has received a verified claim of these funds and requests that you release them to the claimant.

3. MANAGEMENT RECOMMENDATION:

4. Departmental Category: C15H		5. Meeting Date: 08-29-2006	
6. Agenda:		7. Requirement/Purpose: (specify)	
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute	197	
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance		
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code		
<input type="checkbox"/> Public	<input type="checkbox"/> Other		
<input type="checkbox"/> Walk-On	<input type="checkbox"/> Rules of FL Auditor		
	<input type="checkbox"/> General		
		8. Request Initiated:	
		Commissioner	Clerk of Courts
		Department	Finance/Records Dept
		Division	Delinquent Tax Office
		By: <u>Debbie Underwood, Manager</u>	
		DU	

Background: Pursuant to Florida Statute Chapter 197, the Board of County Commissioners is holding overbid funds from Delinquent Tax Sales. The Clerk has received a verified claim for these funds, within the two year period, and request that you release them for the following tax deed.

TAX DEED NUMBER: 2004-003093

10. Review for Scheduling:

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

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

OVERBID MONEY LIST

Tax Deed # 2004003093

Request/Legal Description	AMOUNT
<p>Tax Deed #: 2004003093 Previous Owner: IRMA E BUCHANAN Legal: LEHIGH ACRES UNIT 8 BLK. 48 PB 15 PG 197 LOT 5 OR 1645 PG 1123 Strap: 02-45-27-08-00048-0050 Amount Held by Board of County Commissioners: \$16,550.17</p> <p>Pay to: Swearingen & Associates, Inc. Escrow Account POA for Joanne H Brinkman P.O. Box 16621 West Palm Beach, FL 33416</p>	<p>\$8,275.09</p>

Authorized Signature

August 1, 2006

Board of County Commissioners
Lee County
Fort Myers, Florida

Honorable Commissioners:

We have received a claim for overbid funds regarding the following:

LEHIGH ACRES UNIT 8 BLK. 48 PB 15 PG 197

LOT 5 OR 1645 PG 1123

Tax Deed # **2004003093**

Strap #: **02-45-27-08-00048-0050**

Previous Owner: **IRMA E BUCHANAN**

On Overbid Check #: **116900** Dated: **3/2/2006** Amount Held: **\$16,550.17**

Account No: **00100.220540** Sub-Ledger: **04003093**

We request that the **\$8,275.09** overbid funds held by Lee County be paid
as follows:

Swearingen & Associates, Inc. Escrow Account
POA for Joanne H Brinkman
P.O. Box 16621
West Palm Beach, FL 33416



Debbie Underwood, Manager
Delinquent Tax Office

OVERBID MONEY LIST

Tax Deed # 2004003093

Request/Legal Description	AMOUNT
Tax Deed #: 2004003093 Previous Owner: IRMA E BUCHANAN Legal: LEHIGH ACRES UNIT 8 BLK. 48 PB 15 PG 197 LOT 5 OR 1645 PG 1123 Strap: 02-45-27-08-00048-0050 Amount Held by Board of County Commissioners: \$16,550.17	
Pay to: Swearingen & Associates, Inc. Escrow Account POA for Phyllis Roemer P.O. Box 16621 West Palm Beach, FL 33416	\$8,275.08

Authorized Signature

August 1, 2006

Board of County Commissioners
Lee County
Fort Myers, Florida

Honorable Commissioners:

We have received a claim for overbid funds regarding the following:

LEHIGH ACRES UNIT 8 BLK. 48 PB 15 PG 197

LOT 5 OR 1645 PG 1123

Tax Deed # **2004003093**

Strap #: **02-45-27-08-00048-0050**

Previous Owner: **IRMA E BUCHANAN**

On Overbid Check #: **116900** Dated: **3/2/2006** Amount Held: **\$16,550.17**

Account No: **00100.220540** Sub-Ledger: **04003093**

We request that the **\$8,275.08** overbid funds held by Lee County be paid
as follows:

Swearingen & Associates, Inc. Escrow Account

POA for Phyllis Roemer

P.O. Box 16621

West Palm Beach, FL 33416



Debbie Underwood, Manager
Delinquent Tax Office

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

Blue Sheet No. 20061105

1. ACTION REQUESTED/PURPOSE: Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant. Pursuant to Florida Statute Chapter 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original land owner.

2. WHAT ACTION ACCOMPLISHES: The Clerk has received a verified claim of these funds and requests that you release them to the claimant.

3. MANAGEMENT RECOMMENDATION:

4. Departmental Category:

C 15 I

5. Meeting Date:

08-29-2006

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute 197
- Ordinance
- Admin. Code
- Other
- Rules of FL Auditor General

8. Request Initiated:

Commissioner Clerk of Courts
Department Finance/Records Dept
Division Delinquent Tax Office
By: **Debbie Underwood, Manager**

DW

Background: Pursuant to Florida Statute Chapter 197, the Board of County Commissioners is holding overbid funds from Delinquent Tax Sales. The Clerk has received a verified claim for these funds, within the two year period, and request that you release them for the following tax deed.

TAX DEED NUMBER: 2004-003466

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>									

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

OVERBID MONEY LIST

Tax Deed # 2004003466

Request/Legal Description	AMOUNT
<p>Tax Deed #: 2004003466 Previous Owner: Anthony M Volaski and Ann Theresa Volaski Legal: LEHIGH ACRES UNIT 2 BLK. 18 PB 15 PG 94 LOT 20 OR2352 PG3975 Strap: 02-45-26-02-00018-0200 Amount Held by Board of County Commissioners: \$14,580.00</p> <p>Pay to: Swearingen & Associates, Inc. Escrow Account POA for: Jean J Sommers, a/k/a Jean J. Rice a/k/a Jean J Newman P.O. Box 16621 West Palm Beach, FL 33416</p>	<p>\$14,580.00</p>

Authorized Signature

August 14, 2006

Board of County Commissioners
Lee County
Fort Myers, Florida

Honorable Commissioners:

We have received a claim for overbid funds regarding the following:

**LEHIGH ACRES UNIT 2 BLK. 18 PB 15 PG 94
LOT 20 OR2352 PG3975**

Tax Deed #	2004003466		
Strap #:	02-45-26-02-00018-0200		
Previous Owner:	Anthony M Volaski and Ann Theresa Volaski		
On Overbid Check #:	116900	Dated: 3/2/2006	Amount Held: \$14,580.00
Account No:	00100.220540	Sub-Ledger:	04003466

We request that the **\$14,580.00** overbid funds held by Lee County be paid as follows:

Swearingen & Associates, Inc. Escrow Account
POA for: Jean J Sommers, a/k/a Jean J. Rice a/k/a Jean J Newman
P.O. Box 16621
West Palm Beach, FL 33416



Debbie Underwood, Manager
Delinquent Tax Office

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

Blue Sheet No.20061106

1. ACTION REQUESTED/PURPOSE: Request Board of County Commissioners approve payment of Delinquent Tax overbid money to the claimant. Pursuant to Florida Statute Chapter 197 the Board is to hold unclaimed overbid funds from Delinquent Tax sales for a period of two years on behalf of the original land owner.

2. WHAT ACTION ACCOMPLISHES: The Clerk has received a verified claim of these funds and requests that you release them to the claimant.

3. MANAGEMENT RECOMMENDATION:

4. Departmental Category: <u>C 153</u>		5. Meeting Date: <u>08-29-2006</u>	
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)		8. Request Initiated: Commissioner <u>Clerk of Courts</u> Department <u>Finance/Records Dept</u> Division <u>Delinquent Tax Office</u> By: <u>Debbie Underwood, Manager</u>
	<input checked="" type="checkbox"/> Statute <u>197</u>	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	<input type="checkbox"/> Other	
	<input type="checkbox"/> Rules of FL Auditor General		

Background: Pursuant to Florida Statute Chapter 197, the Board of County Commissioners is holding overbid funds from Delinquent Tax Sales. The Clerk has received a verified claim for these funds, within the two year period, and request that you release them for the following tax deed.

TAX DEED NUMBER: 2004-002165

10. Review for Scheduling:

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

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

OVERBID MONEY LIST

Tax Deed # 2004002165

Request/Legal Description	AMOUNT
<p>Tax Deed #: 2004002165</p> <p>Previous Owner: Violet F Borawski, Anthony G Zdan, Richard Suchanski</p> <p>Legal: TWIN LAKE ESTATES UNIT 12 BLK 53 PB 15 PG 218 LOT 5 OR 513 PG 649</p> <p>Strap: 03-45-27-12-00053-0050</p> <p>Amount Held by Board of County Comissioners: \$13,100.32</p>	
<p>Pay to: Swearingen & Associates, Inc. Escrow Account POA Ruth Suchanski Kelly P.O. Box 16621 West Palm Beach, FL 33416</p>	\$1,637.54

Authorized Signature

August 10, 2006

Board of County Commissioners
Lee County
Fort Myers, Florida

Honorable Commissioners:

We have received a claim for overbid funds regarding the following:

TWIN LAKE ESTATES UNIT 12 BLK 53

PB 15 PG 218 LOT 5 OR 513 PG 649

Tax Deed # **2004002165**

Strap #: **03-45-27-12-00053-0050**

Previous Owner: **Violet F Borawski, Anthony G Zdan, Richard Suchanski**

On Overbid Check #: **114406** Dated: **2/2/2006** Amount Held: **\$13,100.32**

Account No: **00100.220540** Sub-Ledger: **04002165**

We request that the **\$1,637.54** overbid funds held by Lee County be paid
as follows:

Swearingen & Associates, Inc. Escrow Account

POA Ruth Suchanski Kelly

P.O. Box 16621

West Palm Beach, FL 33416



Debbie Underwood, Manager
Delinquent Tax Office

OVERBID MONEY LIST

Tax Deed # 2004002165

Request/Legal Description	AMOUNT
<p>Tax Deed #: 2004002165 Previous Owner: Violet F Borawski, Anthony G Zdan, Richard Suchanski Legal: TWIN LAKE ESTATES UNIT 12 BLK 53 PB 15 PG 218 LOT 5 OR 513 PG 649 Strap: 03-45-27-12-00053-0050 Amount Held by Board of County Comissioners: \$13,100.32</p>	
<p>Pay to: Swearingen & Associates, Inc. Escrow Account POA Rebecca A Corrie P.O. Box 16621 West Palm Beach, FL 33416</p>	\$1,091.70

Authorized Signature

LeeClerk.ORG

CHARLIE GREEN: CLERK OF COURT

August 10, 2006

Board of County Commissioners
Lee County
Fort Myers, Florida

Honorable Commissioners:

We have received a claim for overbid funds regarding the following:

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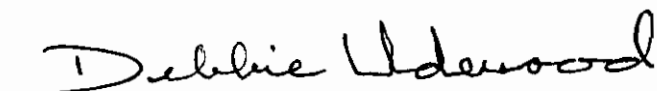
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P.O. Box 16621

West Palm Beach, FL 33416



Debbie Underwood, Manager
Delinquent Tax Office

OVERBID MONEY LIST

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Pay to: Swearingen & Associates, Inc. Escrow Account POA Richard W Hoffman P.O. Box 16621 West Palm Beach, FL 33416	\$1,091.69

Authorized Signature

LeeClerk.ORG

CHARLIE GREEN: CLERK OF COURT

August 10, 2006

Board of County Commissioners
Lee County
Fort Myers, Florida

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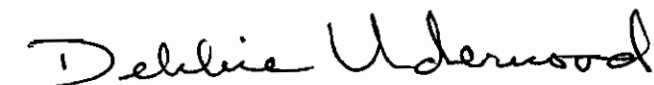
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Swearingen & Associates, Inc. Escrow Account
POA Richard W Hoffman
P.O. Box 16621
West Palm Beach, FL 33416



Debbie Underwood, Manager
Delinquent Tax Office

OVERBID MONEY LIST

Tax Deed # 2004002165

Request/Legal Description	AMOUNT
Tax Deed #: 2004002165	
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PB 15 PG 218 LOT 5 OR 513 PG 649	
Strap: 03-45-27-12-00053-0050	
Amount Held by Board of County Commissioners: \$13,100.32	
Pay to: Swearingen & Associates, Inc. Escrow Account POA Judy G Picon P.O. Box 16621 West Palm Beach, FL 33416	\$1,091.69

Authorized Signature

LeeClerk.ORG

CHARLIE GREEN: CLERK OF COURT

August 10, 2006

Board of County Commissioners
Lee County
Fort Myers, Florida

Honorable Commissioners:

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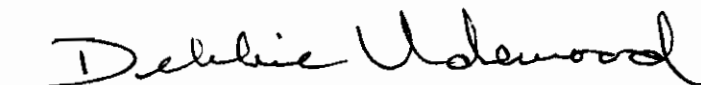
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Swearingen & Associates, Inc. Escrow Account

POA Judy G Picon

P.O. Box 16621

West Palm Beach, FL 33416



Debbie Underwood, Manager
Delinquent Tax Office

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

Blue Sheet No. 20061107

1. REQUESTED MOTION:

ACTION REQUESTED:

Present for information purposes.

WHY ACTION IS NECESSARY: To provide interim reporting on selected funds and revenues of the Lee County Board of County Commissioners. Included in the report in compliance with Chapter 218.415 Florida Statutes, Local Government Investment policies, is the stated and fair market value of the investments managed by the Clerk's Office, pursuant to Lee County Ordinance 02-28 activity for the Driver's Education Safety Trust Funds.

WHAT ACTION ACCOMPLISHES: The purpose of this report is to convey to you the financial status of selected significant funds of the Lee County Board of County Commissioners and the status of specific revenues as of the stated dates and the market value of the investments managed by the Clerk's Office on behalf of the Board

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

C15K

3. MEETING DATE: August 29, 2006

4. AGENDA:

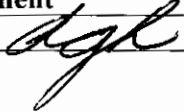
- CONSENT
- ADMINISTRATIVE APPEALS
- PUBLIC WALK ON
- TIME REQUIRED:

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

- STATUTE 218.415
- ORDINANCE 02-28
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

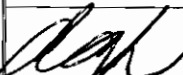
- A. COMMISSIONER
- B. DEPARTMENT Clerk of Circuit Cour
- C. DIVISION Finance/Records Department

BY: Donna G. Harn 

7. BACKGROUND:

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 Manage
					OA	OM	Risk	GC	
									

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Lee County, Florida
FINANCIAL REPORT TO THE BOARD OF COUNTY COMMISSIONERS
For the Month of July 2006

This report contains significant financial data for the stated period, which may be of interest to the Board of County Commissioners (BOCC) and the citizens of Lee County. Comments on variances, which meet a predetermined threshold, are provided for reserves, revenues and expenditures. This report is prepared and reviewed by the Lee County Clerk of Court, General Accounting Office, Finance and Records Department.

Significant Statistical Data (pages 2 - 3)

These pages show data collected throughout the Finance Department for the reported month of the current and prior year, current year-to-date, and prior year-to-date. Items reported are interest collected, total outstanding bonded debt, interest and principal paid, total dollars paid and the number of processed invoices, and payroll totals and the number of employees. Graphs accompany the statistical data for a visual picture.

Significant Funds-Cash and Reserves (page 4)

This page shows by fund the cash and investments balance at the end of the reported month, original budgeted reserves, prior month budgeted reserve balance, current month budgeted reserve balance, and a month-to-month comparison (variance) on budgeted reserves. A distinction is made between governmental and business-type activities. Comments are made on any increase (decrease) in budgeted reserves from the prior month to the current month.

Significant Revenues (page 5)

This page shows budgeted revenues by revenue source for current year and prior year, current year-to-date actual, prior year-to-date actual, percent of actual-to-budget variance for current year and prior year, and a variance on the change from prior year-to-date to current year-to-date. A distinction is made between governmental and business-type activities. Comments are based on a variance of at least 15% and \$500,000, up or down.

Expenditures By Significant Department (page 6)

This page shows the adopted operating budget by department, amended operating budget year-to-date, year-to-date operating expenditures for current and prior year. The variance is based on the change from prior to current year-to-date expenditures. A distinction is made between governmental and business-type activities. Comments are based on a variance of at least 15% and \$500,000, up or down.

Significant Projects (page 7)

This page shows for the listed projects the projected cost, cumulative expenditures from prior years, current year expenditures, total expenditures-to-date, and funding source(s). Expenditures include all capital and operating expenses associated with each project. A comparison is not made for this report. The criteria used for selecting projects to report are based on total projected project cost of \$15 million or more. This report is updated annually for selected projects and funding sources.

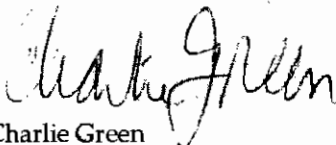
Driver Education Safety Trust Fund (page 8)

This page shows year-to-date revenues collected and expenditures made to identified parties as required by Lee County Ordinance 02-28.

Investment Summary (pages 9 - 10)

These pages contain current BOCC investment data. This information is divided into three categories: (1) Government Bills, Notes and Bonds, (2) Matured/Sold Investments, and (3) Summary of Investments for reporting month. This information is required to be prepared monthly pursuant to Administrative Code 3-13, Investment Policy for the Board of County Commissioners.

Very Truly Yours,



Charlie Green
Clerk of the Circuit Court
CG/PS/ga

Key Terms

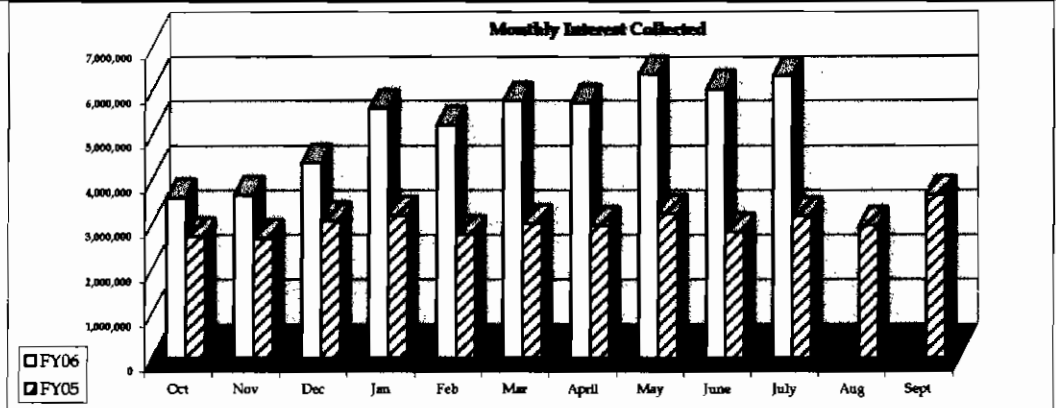
BOCC - Board of County Commissioners
Cash and Investments - Balance at month end
Port - Lee County Port Authority
Reserves - Adopted budget amount set aside for reallocation by the Board as needed during the year to fund unexpected operations or events
Total Outstanding Bonded Debt - Outstanding principal balance of all debt incurred by issuance of revenue and special assessment bonds
YTD - Year-to-Date (YTD totals are for the fiscal years being reported- October through September)
YTD Actual - Amount received to date
YTD Expenditures - Amount expended to date

Lee County, Florida
SIGNIFICANT STATISTICAL DATA
For the period covering Fiscal Years 2006 and 2005

Prior year data covers October through September - Current year data covers October through current reporting period

Interest Collected

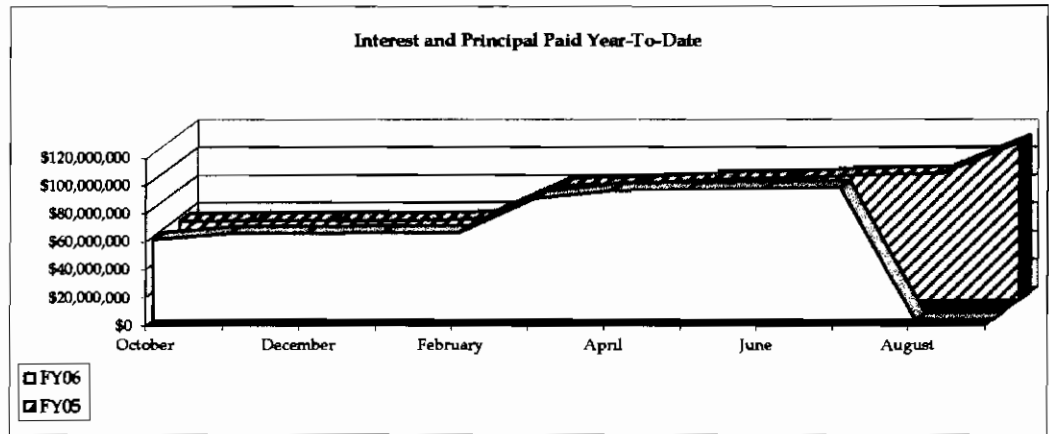
	FY06	
July	\$6,311,410	
Year-To-Date	\$52,462,089	
	FY05	
July	\$3,159,788	
Year-to-Date	\$29,496,421	



FY 2006 interest increased over the prior year due to higher interest rates.

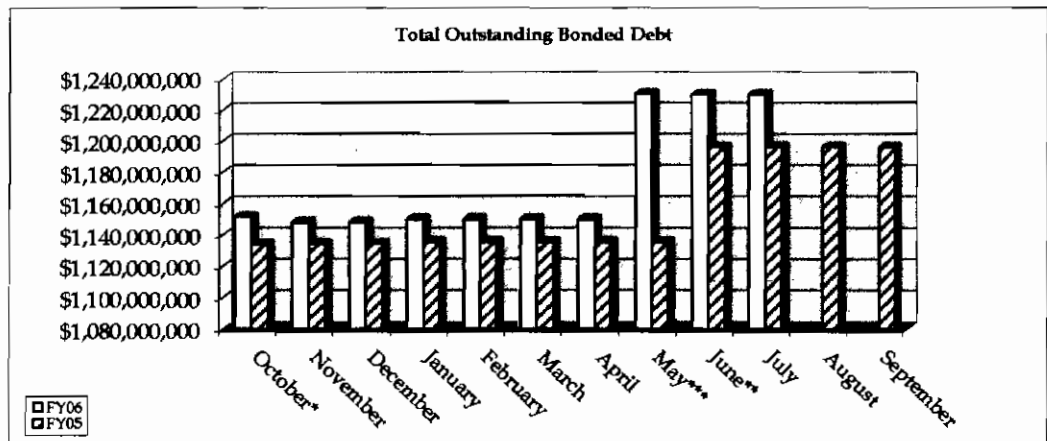
Interest and Principal Paid

	FY06	
July Interest	\$100,269	
Interest YTD	\$44,040,521	
July Principal	\$855,000	
Principal YTD	\$50,562,428	
July Paid	\$955,269	
YTD Paid	\$94,602,949	
	FY05	
July Interest	\$55,276	
Interest YTD	\$43,241,910	
July Principal	\$2,100,000	
Principal YTD	\$46,613,070	
July Paid	\$2,155,276	
YTD Paid	\$89,854,980	



Total Outstanding Bonded Debt

	FY06	
July	\$1,229,824,496	
	FY05	
July	\$1,196,015,048	



*Substantially decreases every October due to principal payments made on October 1.

**In June 2005, issued Transportation Bonds (Sanibel Bridge) in the amount of \$63.865M

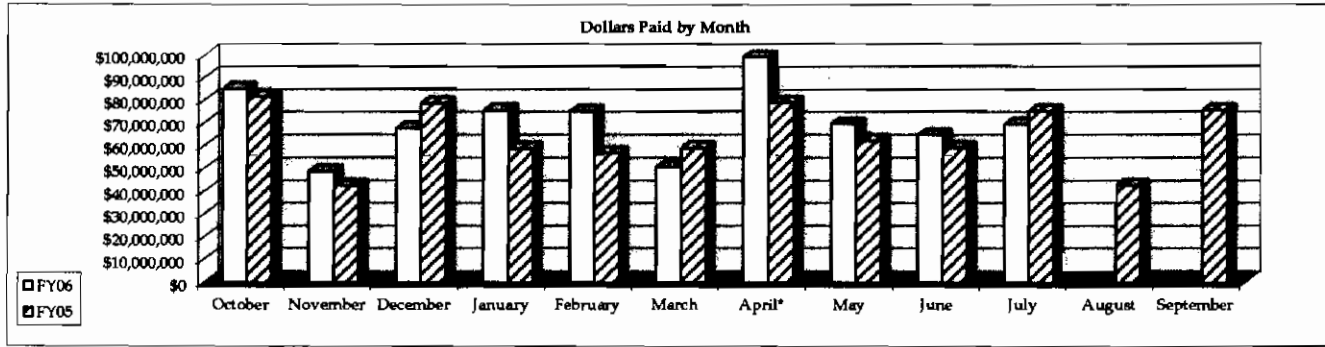
***In May 2006, issued the Solid Waste System Revenue Bonds, Series 2006A in the amount of \$83.335M

Lee County, Florida
SIGNIFICANT STATISTICAL DATA
For the period covering Fiscal Years 2006 and 2005

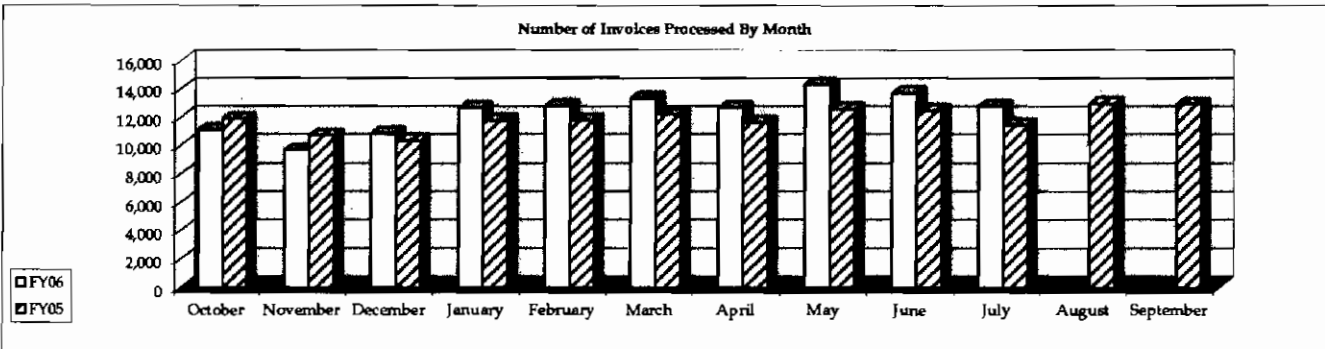
Prior year data covers October through September - Current year data covers October through current reporting period

Vendor Dollars/Invoices - BOCC and Port Authority

	FY06-July			FY05-July		
	BOCC	Port	Total	BOCC	Port	Total
Invoices Processed	11,675	1,094	12,769	10,376	1,060	11,436
Dollars Paid	\$64,150,437	\$5,268,556	\$69,418,993	\$64,246,502	\$10,919,589	\$75,166,091

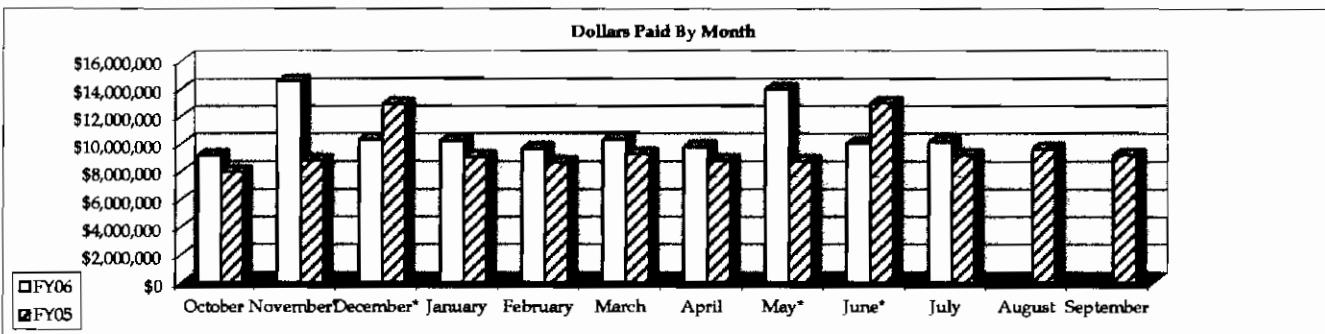


*FY 2006 increased due to the land acquisition for the Estero Parkway Extension project



Payroll - BOCC and Port Authority

	FY06-July			FY05-July		
	BOCC	Port	Total	BOCC	Port	Total
Full-Time Employees	2,397	325	2,722	2,298	306	2,604
Part-Time Employees	484	14	498	423	18	441
Payroll Total	\$8,814,429	\$1,306,942	\$10,121,371	\$8,047,045	\$1,118,075	\$9,165,120



*Includes three pay periods

Lee County, Florida
SIGNIFICANT FUNDS - CASH AND RESERVES
As of July 31, 2006
(in dollars)

	Cash and Investments	Original Budgeted Reserves	Prior Month Budgeted Reserves Balance	Current Month Budgeted Reserves Balance	Increase (Decrease) from Prior Month
GOVERNMENTAL ACTIVITIES					
General Fund	159,805,979	146,387,245	77,125,374	76,111,749	(1,013,625) ¹
MSTU	83,555,219	55,615,537	66,750,261	66,750,261	-
Library	62,286,476	33,409,157	36,191,043	36,191,043	-
Tourist Tax	3,609,603	830,458	913,526	913,526	-
Transportation Trust	11,827,850	8,806,074	10,514,593	10,514,593	-
Impact Fees					
Community Parks	18,420,274	3,294,316	3,502,407	3,362,407	(140,000) ²
Regional Parks	14,306,672	2,263,118	2,736,195	2,736,195	-
Roads	121,475,661	43,469,957	41,427,810	41,427,810	-
Emergency Medical Services (EMS)	1,315,669	541,814	450,264	450,264	-
Capital Improvements*	197,801,129	44,879,777	34,244,227	34,244,227	-
Transportation Capital Improvements	93,115,203	8,267,063	13,910,336	13,910,336	-
BUSINESS-TYPE ACTIVITIES					
Solid Waste	75,245,380	52,979,368	51,470,858	51,470,858	-
Transportation Facilities	6,591,449	388,127	369,134	369,134	-
Water and Wastewater	17,678,752	2,223,883	274,303	274,303	-
Transit	8,659,340	2,634,142	3,201,239	3,201,239	-
Port Authority	23,821,369	14,623,977	14,623,977	14,623,977	-

COMMENTS

1. Budgeted Reserves decreased \$320,000 to provide labor and materials for remodeling the Bonita Springs Sheriff's substation, \$665,000 for the completion of the Hammond Stadium Roof Replacement project, \$8,625 to purchase Carbon Monoxide Detectors, and \$20,000 to cover additional salaries for two new positions at the Fisherman's Coop and Bokeelia Boat Ramp.
2. Budgeted Reserves decreased \$140,000 for the purchase of additional property for the expansion of the Schandler Hall Community Park.

*Included in Capital Improvements are Conservation 2020 and TDC Beach Renourishment sub-funds.

Lee County, Florida
SIGNIFICANT REVENUES
As of July 31, 2006 and 2005
(in dollars)

	Fiscal Year 2006			Fiscal Year 2005			Variance	
	Budget	YTD Actual	% of Budget	Budget	YTD Actual	% of Budget	Actual Amount	% of Change
GOVERNMENTAL ACTIVITIES								
Ad Valorem, General Fund	239,836,803	242,668,411	101%	202,629,819	206,123,421	102%	36,544,990	18% ¹
Ad Valorem, MSTU Fund	29,734,311	30,080,642	101%	27,876,701	28,496,910	102%	1,583,732	6%
Sales Tax 1/2 Cent	41,554,000	34,994,198	84%	38,202,990	31,361,458	82%	3,632,740	12% ²
State Revenue Sharing	11,605,200	8,061,462	69%	10,794,511	6,908,138	64%	1,153,324	17% ²
Communications Services Tax	7,588,884	7,003,710	92%	6,881,269	6,412,971	93%	590,740	9%
Constitutional Gas Tax	5,910,569	4,240,292	72%	5,593,950	4,118,400	74%	121,891	3%
Local Option Gas Tax	9,230,017	7,412,432	80%	8,535,294	7,040,483	82%	371,949	5%
5 Cent Gas Tax (1/94)	6,394,108	5,307,086	83%	6,249,964	5,108,197	82%	198,889	4%
9th Cent Gas Tax	3,237,269	2,631,448	81%	3,069,584	2,197,977	72%	433,471	20%
7th Cent Gas Tax	2,634,384	1,886,696	72%	3,069,584	1,818,890	59%	67,807	4% ³
Tourist Tax	18,564,624	16,402,082	88%	13,822,901	10,202,902	74%	6,199,180	61% ³
Building Permit Fees	6,432,440	6,131,240	95%	5,854,598	6,111,229	104%	20,010	<1%
Occupational Licenses	790,000	193,036	24%	460,000	190,059	41%	2,976	2%
Road Impact Fees	26,210,000	32,921,810	126%	18,039,000	32,744,484	182%	177,326	1%
EMS Impact Fees	375,000	356,554	95%	370,000	363,598	98%	(7,044)	-2% ⁴
Regional Parks Impact Fees	6,125,000	6,875,839	112%	2,500,000	4,652,686	186%	2,223,152	48% ⁴
Community Parks Impact Fees	5,916,000	7,790,331	132%	3,717,000	6,756,239	182%	1,034,092	15% ⁴
BUSINESS-TYPE ACTIVITIES								
SOLID WASTE								
User Fees	56,521,438	50,524,287	89%	48,953,042	43,875,103	90%	6,649,185	15% ⁵
Ad Valorem Taxes	1,746,623	2,089,445	120%	1,767,944	1,800,676	102%	288,770	16% ⁶
Electric Utilities	9,034,740	7,246,763	80%	7,690,650	6,108,950	79%	1,137,814	19% ⁶
LEE TRANSIT SYSTEM	2,684,242	2,391,439	89%	2,293,498	1,984,384	87%	407,054	21%
TRANSPORTATION FACILITIES								
Sanibel	13,000,000	10,122,437	78%	13,500,000	12,021,124	89%	(1,898,687)	-16% ⁷
Cape Coral	14,300,000	11,646,118	81%	13,800,000	11,738,291	85%	(92,174)	-1%
Midpoint Memorial	15,700,000	12,533,494	80%	15,000,000	12,444,103	83%	89,391	1%
WATER & WASTEWATER SYSTEM								
Water Operating	36,550,000	27,557,578	75%	30,338,805	28,350,118	93%	(792,539)	-3%
Wastewater Operating	34,250,000	25,126,522	73%	29,298,990	26,784,672	91%	(1,658,150)	-6%
LEE COUNTY PORT AUTHORITY								
User Fees	37,737,413	26,803,506	71%	29,462,722	21,463,642	73%	5,339,864	25% ⁸
Rentals and Franchise Fees	1,563,094	1,370,475	88%	1,128,610	1,353,916	120%	16,559	1% ⁹
Concessions	33,762,516	29,925,575	89%	25,693,480	25,158,677	98%	4,766,898	19%

COMMENTS

1. Fiscal Year 2006 YTD Actual is higher due to an increase in taxable property values.
2. Fiscal Year 2006 YTD Actual is higher due to an increase in the monthly tax distribution received as a result of the State of Florida's distribution estimates which are based on County population and on the State's expected sales trends.
3. Fiscal Year 2006 YTD Actual is higher due to a 2 percent tax rate increase on gross rentals effective January 2006 for additional revenue for advertising to generate more tourism, and an increase in Internal Audit assessment payments received.
4. Fiscal Year 2006 YTD Actual is higher due to park impact fee increases in July 2005, based on rising costs of land and construction.
5. Fiscal Year 2006 YTD Actual is higher due to an average 14 percent rate increase of residential user fees for all five franchise areas.
6. Fiscal Year 2006 YTD Actual is higher due to an increase in the electricity sold to Seminole Electric and the delay in the receipt of the July 2005 payment.
7. Fiscal Year 2006 YTD Actual is lower due to a reduction of tolls collected as a result of the restructuring of the discount program and fewer vehicles due to the weight restrictions and bridge construction.
8. Fiscal Year 2006 YTD Actual is higher due to an increase in baggage claim, airline exclusive space rental, fuel farm, and gate area fees.
9. Fiscal Year 2006 YTD Actual is higher due to an increase in advertising, restaurant catering, parking lots, and rental car fees.

VARIANCE: At least 15% and \$500,000, up or down

Lee County, Florida

EXPENDITURES BY SIGNIFICANT DEPARTMENT
As of July 31, 2006 and 2005

(in dollars)

	Fiscal Year 2006			Fiscal Year 2005		Variance	
	Adopted Budget	Amended Budget YTD	YTD Expenditures	Amended Budget YTD	YTD Expenditures	YTD Expenditures	% of Change
GOVERNMENTAL ACTIVITIES							
County Commissioners	1,208,431	1,208,431	948,716	1,193,865	917,086	31,630	3%
County Manager	1,336,776	1,336,776	1,017,215	1,257,141	1,042,157	(24,942)	-2%
Medical Examiner	2,132,464	2,132,464	1,747,838	1,818,065	1,597,965	149,873	9%
Visitor & Convention Bureau	7,979,232	10,892,232	7,407,454	9,609,144	6,551,481	855,973	13%
Public Safety	44,457,900	43,051,741	28,524,277	39,183,440	27,880,366	643,911	2%
Library	25,983,878	26,276,790	20,293,660	25,179,376	18,693,962	1,599,698	9%
Parks & Recreation	31,058,248	37,059,352	25,115,447	23,856,804	19,917,049	5,198,398	26% ¹
Economic Development	1,690,987	1,690,987	1,293,216	1,879,951	1,346,593	(53,377)	-4%
Animal Services	4,136,724	5,451,047	3,089,261	4,458,324	2,494,523	594,738	24% ²
Community Development	24,972,542	26,809,819	19,627,546	22,618,783	16,175,708	3,451,838	21% ³
Public Works Administration	1,824,743	1,877,372	1,404,820	1,709,258	1,278,018	126,802	10%
Construction & Design	14,196,179	15,427,982	12,204,570	12,930,953	10,362,694	1,841,876	18% ⁴
Natural Resources	5,289,467	6,115,994	4,071,182	4,908,990	3,775,616	295,566	8%
Transportation	33,521,620	35,001,859	26,609,540	30,769,521	21,567,093	5,042,447	23% ⁵
BUSINESS-TYPE ACTIVITIES							
Solid Waste	44,183,038	45,258,138	33,633,009	40,256,128	30,892,859	2,740,150	9%
Transportation Facilities (Tolls)	8,985,183	8,985,183	7,265,200	7,864,306	5,905,682	1,359,518	23% ⁶
Water & Wastewater	54,288,884	54,545,727	38,857,075	46,952,518	31,015,312	7,841,763	25% ⁷
Transit	17,578,728	17,578,728	13,790,806	14,770,078	12,061,193	1,729,613	14%
Port Authority	55,213,479	58,646,492	41,095,375	47,389,362	29,966,508	11,128,867	37% ⁸

COMMENTS

VARIANCE: At least 15% and \$500,000, up or down

1. Parks & Recreation YTD expenditures are higher in Fiscal Year 2006 due to the inclusion of maintenance projects on the Monthly Financial Report.
2. Animal Services YTD expenditures are higher in Fiscal Year 2006 due to vehicle purchase for the spay and neuter clinic, and an animal transport van.
3. Community Development YTD expenditures are higher in Fiscal Year 2006 due to the additional positions and overtime costs for building inspections and reviews, permit issuance, and development reviews.
4. Construction & Design YTD expenditures are higher in Fiscal Year 2006 due to the personnel costs for additional positions in Facilities Management and Construction Services.
5. Transportation YTD expenditures are higher in Fiscal Year 2006 due to an increase in costs of the pavement management system, traffic control devices, culvert replacement project, highway maintenance, and personnel.
6. Transportation Facilities (Tolls) YTD expenditures are higher in Fiscal Year 2006 due to an increase of \$511,486 for the Cape Coral bridge, and \$511,486 for the Midpoint bridge liability insurance premiums.
7. Water & Wastewater YTD expenditures are higher in Fiscal Year 2006 due to an increase in electric, chemicals, garbage removal, personnel costs, wastewater treatment charges for City of Fort Myers, and water charges for the City of Fort Myers, City of Cape Coral, and Bonita Springs Utilities.
8. Port Authority YTD expenditures are higher in Fiscal Year 2006 due to an increase in liability insurance premiums, electric, aviation fuel for resale, parking lot management fees, janitorial services, and personnel costs.

Lee County, Florida
SIGNIFICANT PROJECTS
As of July 31, 2006

(in dollars)

Project Name	Projected Cost	Cumulative Prior Year Balance	Current YTD Actual	Total Cumulative Project Cost	Funding Source(s)
Midfield Terminal	437,871,114	408,604,907	12,064,328	420,669,235	D,E,G
Conservation 2020	206,201,525	86,541,160	2,673,728	89,214,888	A
Sanibel Bridge Replacement - A, B & C	111,357,712	38,152,304	37,122,110	75,274,414	D,S
Justice Center Expansion	86,658,192	34,656,319	13,935,158	48,591,477	A,D
Babcock Ranch Aquisition	82,695,692	0	41,538,620	41,538,620	A
Solid Waste Processing Equipment	55,000,000	17,553,827	38,674,345	56,228,172	D,E
Three Oaks WWTP Expansion	45,482,374	5,928,506	3,759,309	9,687,815	E
Three Oaks Parkway Extension South	45,358,100	13,600,593	9,477,577	23,078,170	A,GT,I,S
Summerlin @ San Carlos to Gladiolus	43,834,692	11,826,854	12,018,159	23,845,013	A,D,GT,I
North Lee County Water Treatment Plant	43,307,227	37,613,233	851,919	38,465,152	D,E
Bicycle/Pedestrian Facilities	39,014,399	8,988,366	907,798	9,896,164	GT,I
Airport Sewer District	32,944,567	5,533,759	80,256	5,614,015	E
Estero Parkway Extension	31,357,805	9,234,990	5,085,624	14,320,614	A,GT,I,S
Summerlin @ Boy Scout to Cypress Lake	29,407,215	2,276,005	195,380	2,471,385	A,E,GT,I
Jail Expansion	27,000,000	911,041	741,168	1,652,209	A,D
Burnt Store Road Four Laning/Right of Way	23,421,000	0	2,073,530	2,073,530	E
Lakes Park Master Plan	23,346,343	971,981	248,454	1,220,435	A,I-R
Wa-Ke Hatchee Community Park	22,073,452	2,888,329	108,131	2,996,460	A,I-C,S
Three Oaks Parkway Widening	21,178,900	9,015,590	254,826	9,270,416	A,GT,I
Gladiolus Widening	19,582,000	1,606,609	1,430,406	3,037,015	A,GT,I
Green Meadow WTP Expansion	19,000,000	0	0	0	E
Three Oaks Parkway Extension North	19,395,848	1,984,301	62,453	2,046,754	A,GT,I
Veterans Park Master Plan/Improvements	18,808,938	1,894,852	1,497,524	3,392,376	I-C
Imperial Street	18,695,331	5,469,942	4,069,140	9,539,082	I,S
Ortiz Avenue/SR80 - Lockett	18,290,600	0	186,372	186,372	I
Matlacha Pass Bridge Replacement	18,194,000	0	391,049	391,049	GT,I
Northwest Regional Library	18,057,130	50,227	278,246	328,473	LA
Alico Road Multilaning	16,869,441	13,786,613	1,663,902	15,450,515	A,GT,I
Cape Coral Toll Plaza Rehab	16,075,037	1,592,190	148,547	1,740,737	D,S
Colonial/McGregor - US 41	16,000,000	0	243,671	243,671	I
Ortiz Four Laning -MLK to Lockett	15,795,000	78,974	1,069,144	1,148,118	A,GT,I

Projected Cost and Funding Sources are provided at the beginning of Fiscal Year and are subject to change. This information is obtained from the Annual County Budget Report and is updated annually

Funding Source Key	
A - Ad Valorem	I-C - Community Park Impact Fees
D - Debt Finance	I-R - Regional Park Impact Fees
E - Enterprise Fund	LA - Library Ad Valorem
G - Grant	S - Special
GT - Gas Tax	T - TDC
I - Road Impact Fees	M - MSBU/TU

Lee County, Florida
DRIVER EDUCATION SAFETY TRUST FUND
 As of July 31, 2006
 (in dollars)

BUDGETED FUND BALANCE	BUDGETED REVENUES	YTD REVENUES	APPROPRIATED	YTD EXPENDITURES	REMAINING APPROPRIATIONS	RESERVES
261,759	133,280	202,699	133,280	110,000	23,280	255,095

Payment Activity

Payee	Amount Paid
BISHOP VEROT HIGH SCHOOL	\$20,000
SCHOOL BOARD OF LEE CO	\$90,000
TOTAL YEAR-TO-DATE	\$110,000

**INVESTMENT SUMMARY
FOR THE MONTH OF JULY 2006**

	FACE VALUE	TYPE	COUPON/ DISC RATE	PREM/ (DISC)	PURCHASE PRICE	MKT VALUE @ EOM	PURCHASE DATE	MATURITY DATE	TOTAL INT. REC.
a	\$20,000,000	FHLMC	5.375%	(\$18,750)	\$19,981,250	\$19,961,600	05-15-06	05-15-08	\$0
a	20,000,000	FNMA	5.400%	(20,000)	19,980,000	19,937,500	05-15-06	05-15-08	0
a	20,000,000	FNMA	5.500%	0	20,000,000	19,968,750	04-28-06	04-28-08	0
a	20,000,000	FNMA	5.500%	(17,000)	19,983,000	19,968,750	05-02-06	04-28-08	0
a	20,000,000	FHL8	5.300%	0	20,000,000	19,931,250	04-18-06	04-18-08	0
a	20,000,000	FHLMC	5.250%	(17,000)	19,983,000	19,889,800	03-07-06	03-07-08	0
a	16,995,000	FNMA	5.100%	(42,487)	16,952,513	16,910,025	02-22-06	02-22-08	0
a	24,390,000	FHLMC	5.000%	3,811	24,393,811	24,248,782	01-30-06	01-28-08	602,975
a	20,000,000	FHLB	5.000%	0	20,000,000	19,881,250	01-30-06	01-28-08	494,444
a	20,000,000	FHLB	5.000%	0	20,000,000	19,881,250	01-30-06	01-28-08	494,444
a	20,000,000	FNMA	5.125%	0	20,000,000	19,875,000	01-31-06	01-18-08	512,500
a	20,000,000	FHLB	5.750%	0	20,000,000	20,018,750	07-17-06	01-17-08	0
a	20,000,000	FHLMC	5.500%	0	20,000,000	19,982,800	06-20-06	12-20-07	0
a	30,000,000	FNMA	5.000%	18,750	30,018,750	29,831,250	01-05-06	12-13-07	658,333
a	10,000,000	FHLB	5.000%	0	10,000,000	9,946,875	11-29-05	11-23-07	250,000
a	20,000,000	FHLB	5.400%	0	20,000,000	19,968,750	05-08-06	11-08-07	0
a	20,000,000	FHLB	5.150%	0	20,000,000	19,931,250	04-10-06	10-10-07	0
a	20,000,000	FHLB	5.200%	(16,000)	19,984,000	19,937,500	03-28-06	09-28-07	0
a	20,000,000	FNMA	5.150%	(3,000)	19,997,000	19,931,250	03-21-06	09-21-07	0
a	20,000,000	FNMA	5.500%	(23,200)	19,976,800	19,993,750	07-05-06	07-09-07	0
a	20,000,000	FNMA	5.500%	(11,000)	19,989,000	19,993,750	06-20-06	07-09-07	0
a	20,000,000	FHLMC	5.050%	0	20,000,000	19,926,600	03-08-06	03-30-07	0
g	26,192,763	FNMA	3.710%	0	26,192,763	25,922,650	03-07-05	03-07-07	974,780
b	163,237	FNMA	3.710%	0	163,237	161,554	01-09-06	03-07-07	3,028
a	20,000,000	FHLMC	5.000%	0	20,000,000	19,929,200	02-10-06	03-07-07	0
a	10,000,000	CD	4.700%	0	10,000,000	10,000,000	01-18-06	01-18-07	0
d	18,100,000	FNMA DN	5.240%	(461,047)	17,638,953	17,658,360	07-26-06	01-17-07	0
a	20,000,000	FHLMC DN	5.325%	(547,292)	19,452,708	19,566,000	06-27-06	12-29-06	0
a	20,000,000	FHLB	4.750%	0	20,000,000	19,943,750	12-14-05	12-14-06	475,000
a	20,000,000	FHLB	4.640%	0	20,000,000	19,943,750	11-28-05	11-28-06	464,000
a	20,000,000	FHLB	4.260%	0	20,000,000	19,937,500	10-26-05	10-26-06	426,000
g	710,000	T-BILL	4.851%	(16,515)	693,485	701,728	05-04-06	10-26-06	0
a	10,000,000	FHLMC	3.000%	(114,200)	9,885,800	9,957,900	03-22-05	09-29-06	450,000
a	10,000,000	FHLB	3.750%	(5,800)	9,994,200	9,971,875	03-22-05	09-28-06	385,417
a	20,000,000	FHLB	4.190%	0	20,000,000	19,972,628	09-08-05	09-08-06	419,000
a	20,000,000	FNMA	3.600%	(14,000)	19,986,000	19,962,500	03-07-05	09-07-06	720,000
a	20,000,000	T-NOTE	2.375%	(303,125)	19,696,875	19,954,600	08-30-05	08-31-06	475,000
d	13,000,000	FNMA DN	4.730%	(298,910)	12,701,090	12,945,400	03-08-06	08-30-06	0
a	20,000,000	FNMA	3.430%	(100,000)	19,900,000	19,975,000	04-05-05	08-23-06	686,000
a	20,000,000	FHLMC DN	3.855%	(734,592)	19,265,408	19,940,000	09-13-05	08-22-06	0
	<u>\$729,551,000</u>			<u>(\$2,741,357)</u>	<u>\$726,809,643</u>	<u>\$726,360,877</u>			<u>\$8,490,921</u>

MATURED/SOLD INVESTMENTS

	FACE VALUE	TYPE	COUPON/ DISC RATE	PREM/ (DISC)	PURCHASE PRICE	PURCHASE DATE	MATURITY DATE	TOTAL INT. REC.
a	\$20,000,000	FNMA	3.300%	(\$20,000)	\$19,980,000	01-11-05	07-14-06	\$1,320,000
d	30,682,000	FNMA DN	4.550%	(682,504)	29,999,496	01-31-06	07-26-06	682,504
	<u>\$50,682,000</u>			<u>(\$702,504)</u>	<u>\$49,979,496</u>			<u>\$2,002,504</u>

SUMMARY OF ALL INVESTMENTS

SBA and other liquid investment amounts have variable interest rates from 5.16% - 6.04%. The balances and interest rates for these investments fluctuate daily. At the end of the month the SBA rate was 5.35%.

	LIQUID		TERM		OVERNIGHT	
	min	max	min	max	min	max
Pool	\$325,097,353	- \$420,991,891	\$649,420,115	- \$669,420,115	\$0	- \$0
Port	\$102,954,119	- \$110,140,667	\$ 163,238	- \$ 163,238	\$0	- \$0
Trustee	\$147,050,448	- \$150,820,350	\$ 17,304,957	- \$ 17,314,248		
Debt Svc	\$ 55,858,672	- \$ 60,285,203	\$ 0	- \$ 0		
Reserve	\$ 2,668,095	- \$ 2,668,095	\$ 26,886,248	- \$ 26,886,248		
Const	\$ 22,946,878	- \$ 35,989,925	\$ 30,340,043	- \$ 42,700,586		
Total Interest		\$3,328,541		\$2,982,869		\$0

SEE REVERSE SIDE FOR DEFINITIONS

DEFINITIONS

Disc Rate	Discount rate	FNMA	Federal National Mortgage Association
Prem	Premium	FFCB	Federal Farm Credit Bank
Disc	Discount	TVA	Tennessee Valley Authority
Mkt Value @ EOM	Market Value at the end of the month	T-NOTE	Treasury Note
Total Int Rec	Total interest received for life of investment	SBA	State Board of Administration
FHLB	Federal Home Loan Bank	Q/N DISC	Overnight Discount Note
FHLMC	Federal Home Loan Mortgage Corporation	T-BILL	Treasury Bill
EOM	End of Month	DN	Discount Note
Q/N REPO	Overnight Repurchase Agreement	CD	Certificate of Deposit
REPO	Term Repurchase Agreement	5TH/3RD	Fifth Third Bank

NOTE: Discount notes and Treasury Bills are purchased at a discount and the face value is received at maturity. The discount is the interest rate earned. All other securities pay interest each six (6) months and at maturity. The Government Bills, Notes and Bond inventory identifies the purchasing source by the following: a) Pooled Cash Invest b) P.A. Pooled Invest c) Debt Service d) Construction e) General Fund f) Reserve g) P.A. Non-Pool

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

Blue Sheet No. 20061108

1. REQUESTED MOTION:

ACTION REQUESTED:

Request Board approves disbursements. The check and wire registers can be reviewed on the 3rd floor of the County Administration Building.

WHY ACTION IS NECESSARY:

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

WHAT ACTION ACCOMPLISHES:

Compliance with the requirements of FS 136.06(1).

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

C15L

3. MEETING DATE: August 29, 2006

4. AGENDA:


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

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

- STATUTE 136.06(1)
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

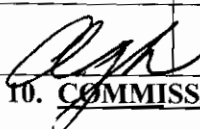
- A. COMMISSIONER
- B. DEPARTMENT Clerk of Circuit Cour
- C. DIVISION Finance/Records Department

BY: Donna G. Harn 

7. BACKGROUND:

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 Manage
					OA	OM	Risk	GC	
									

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

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

Blue Sheet No. 20061072

1. ACTION REQUESTED/PURPOSE: A letter of support for a Strategic Plan for the long term planning of the Everglades Agricultural Area.

2. WHAT ACTION ACCOMPLISHES: The letter would inform the Everglades Restoration Task Force, the joint Federal and State Task Force, of Lee County's support for addressing this issue identified as far back as the Sustainable South Florida Commission. It would also assist the Chairman in promoting a recommendation for the St Lucie/Caloosahatchee/Lake Okeechobee Committee. The Everglades Task Force is meeting on September 20th, and a request for undertaking a long term plan for the EAA will be presented to them. The item will also be discussed at the 9 County Coalition on September 7th, and Board action will guide Commission representation at that meeting.

3. MANAGEMENT RECOMMENDATION: Approve the attached letter, as revised by discussions.

4. Departmental Category:		A3A	5. Meeting Date: 8/29/06		
6. Agenda:		7. Requirement/Purpose: (specify)		8. Request Initiated:	
<input type="checkbox"/> Consent		<input type="checkbox"/> Statute		Commissioner	Judah
<input checked="" type="checkbox"/> Administrative		<input type="checkbox"/> Ordinance		Department	
<input type="checkbox"/> Appeals		<input type="checkbox"/> Admin. Code		Division	
<input type="checkbox"/> Public		<input type="checkbox"/> Other		By:	
<input type="checkbox"/> Walk-On					

9. Background: It has long been identified that parts of the Everglades Agricultural Area are facing soil exhaustion over the period of time covered by Everglades Restoration. Further, there are growth needs and issues of the lakeside communities and Palm Beach County that need to be met. However, the critical location of the EAA for Everglades Restoration, the recognized need for more storage, and the need for more flowways and flowway capacity through the EAA, and the dominant role of the USACOE and SFWMD in the management of the EAA provides a complex problem that cannot be left to "permit" level decision making. As a local government affected by the management decisions of the Central and Southern Flood Control District, Lee County's estuarine conditions will be improved through a long term plan being applied to the EAA.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
					Analyst	Risk	Grants	
<i>[Signature]</i>				<i>[Signature]</i>	8/16/06	8/16/06		<i>[Signature]</i> 8/16/06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN:
8/15/06 4pm
COUNTY ADMIN
8/17/06
3pm

Rec. by COAtty
Date: 8/15/06
Time: 8:50 am
8/15/06 3:10pm

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

Blue Sheet No. 20061083

1. ACTION REQUESTED/PURPOSE:

Approve an Interlocal Agreement between Lee County and the City of Ft. Myers for a loan from the General Fund Revolving Loan Program-Roads to advance \$10,000,000 in FY 07/08 to the constructing entity for improvements to SR82 (Ortiz Avenue to Lee Boulevard), contingent on execution of a Joint Participation Agreement with FDOT for reimbursement of the full \$10 million back to the loan program in FY11/12. Also, include the project in the proposed FY 06/07 Capital Improvement Program budget.

2. WHAT ACTION ACCOMPLISHES:

Advances \$10 million to FDOT and the City of Ft. Myers in FY 07/08 as part of a funding package for widening SR 82 from two lanes to six lanes between I-75 and Lee Boulevard.

3. MANAGEMENT RECOMMENDATION:

Recommend approval with the understanding that the commitment is null and void should FDOT not agree to reimburse the funds in FY 11/12.

4. Departmental Category: A9A		5. Meeting Date: August 29, 2006
6. Agenda:	7. Requirement/Purpose: (specify)	8. Request Initiated:
<input type="checkbox"/> Consent	<input type="checkbox"/> Statute	Commissioner _____
<input checked="" type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	Department <u>Transportation</u>
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	Division _____
<input type="checkbox"/> Public	<input type="checkbox"/> Other	By: <u>Scott M. Gilbertson</u>
<input type="checkbox"/> Walk-On		

9. Background:

The City of Fort Myers has made a request to the County that the County and City each contribute \$10 million to the SR 82 from Ortiz Avenue to Lee Boulevard Project to help advance the construction phase from outside the Five Year Work Program to FY 07/08. The current construction estimate for this project is \$60 million, of which nothing is currently programmed in the FDOT Five Year Work Program. The funding strategy that is currently being discussed would include;

- \$20 million in TRIP funds (\$10 million-FDOT and \$10 million local match)
- \$15 million TRIP SIB Loan (proposed to be repaid with future MPO allocations)
- \$15 million from The City of Ft. Myers (private sector funding)
- \$10 million from SIS Growth Management funds (subject to reimbursement from FDOT in 11/12)

The \$10 million from the SIS Growth Management funds would be available for reimbursement in FY 11/12 and proposed to be advanced by a local government to FY07/08. DOT staff is proposing that Lee County through the General Fund Revolving Loan Program advance the \$10 million provided that all other funds are secured for construction and FDOT enters into a Joint Participation Agreement with the County for the \$10 million to be repaid no later than Fiscal Year 11/12. The City of Ft. Myers is requesting that Lee County contribute \$10 million and receive \$5 million back.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>Amelia S. Gilbertson</i> S. Gilbertson Date 8-17-06				<i>[Signature]</i> 8/17/06	<i>RK</i> 8/17	<i>[Signature]</i> 8/17/06	<i>[Signature]</i> 8/17/06	<i>[Signature]</i> 8/17/06	<i>[Signature]</i> J. Lavender Date 8-16-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN:
8/17/06 2:35
[Signature]
8/17/06
4:20

Rec. by CoAtty
Date: 8/17/06
9:20 AM
Forwarded To:
[Signature]



BOARD OF COUNTY COMMISSIONERS

August 14, 2006

Writer's Direct Dial Number. (239) 335-2226

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Tammy Hall
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

David M. Owen
County Attorney

Diana M. Parker
County Hearing Examiner

The Honorable Kameran Onley
Assistant Deputy Secretary, US Department of the Interior
Chairman, South Florida Ecosystem Restoration Task Force
c/o Greg May, Executive Director SFRESTORE
Florida International University
11200 SW 8th Street, OE 148
Miami, Florida 33199

SUBJECT: Everglades Agricultural Area (EAA)

Dear Secretary Onley,

Lee County supports the requests of Palm Beach County and the many other public and private entities that are requesting that the Task Force sponsor a long range strategic plan for the Everglades Agricultural Area. Lee County is appreciative of the efforts of the Arthur Marshall Foundation (attached) and the Everglades Foundation in pursuing this subject.

A Strategic Plan for the Everglades Agricultural Area is critical for the success of Everglades Restoration. The movement of water, the storage of water, and the restoration of water quality require the entire Everglades to be assessed for its fullest potential. The estuaries of Lee County have been the recipient of the adverse consequences of too little storage, and too little attention to water quality. Once we understand the long term future of the EAA, and how the EAA can materially assist in the long term success of Everglades Restoration, then we can move forward in partnership to remedy our land and water management deficiencies.

Thank you very much for your attention to this matter.

Sincerely,

Tammara Hall, District 4, Chairwoman
Lee County Board of County Commissioners

Attachment

Cc: Commissioner Robert P. Janes, District 1
Commissioner Douglas St. Cerny, District 2
Commissioner Ray Judah, District 3
Commissioner John Albion, District 5
Donald D. Stilwell, County Manager
Wayne Daltry, Smart Growth Director
Roland Ottolini, Natural Resources Director

Arthur R. Marshall Foundation and Florida Environmental Institute, Inc.

Public Comment to Working Group,
South Florida Ecosystem Restoration Task Force
July 20 – 21, 2006

As a follow-up to the Everglades Coalition Resolution and Marshall Foundation public comment to the Task Force, per handout (1), we have had numerous conversations with Federal, State, and local agency officials, regarding the need for a science-based Strategic Plan for the future of the EAA. An alternate name for this that has appeared is a long-term comprehensive plan for the EAA.

Our Summer Intern Project involved taking a close look at the issues, and especially who should be involved in coordinating such a plan. A hard look at WRDA 96 Section 528 and the Task Force website (www.SFRestore.org) indicates that the primary coordination for policy, strategies, and planning, is the duty of the Task Force. Such an approach is consistent with Task Force Goal 3 and 3A, regarding the need to *use and manage land in a manner consistent with Ecosystem restoration*.

We understand that FDCA and FDEP will have major roles here, and are represented on the TF/WG/SCG.

The Summer Interns are going to speak on these issues next. I will do a little wrap-up afterward.

A major current events issue for accelerating action on such a plan, is the concern about rock mining in the EAA. This was the hot issue at the July 19, 2007, Palm Beach County Commission (PBCC) meeting, wherein a plan amendment was proposed to restrict rock mining until a study regarding the risk rock mining poses to the Comprehensive Everglades Restoration Plan (CERP) is completed.

It is our opinion, and to some extent the PB County Commission's per Ken Todd's remarks to the WG, that the TF/WG/SCG should be involved in such a study. We are here to support Ken Todd's representation of the PBCC position, from what has been indicated, also supports TF/WG/SCG involvement.

The good news is that (1) somewhat as a result of our public comment to the SCG July 11, the SCG has placed the EAA on their "do" list for 2007. What is really needed from the SCG/WG is a geological assessment of the PBC area to be mined, ASAP. Our comments to the PBCC, Handout (3), is germane.

There are other issues, some of them recent post-CERP changes and economic proposals, that drive the need for integrated adaptive planning and management, long-term, to address numerous challenges, somewhat in order of priority:

- Condition of the Hoover Dike, and Lake Okeechobee polluted water conditions
- Potential development near the dike that may place more folks in harm's way
 - Related evacuation requirements
- Need to convey more water south being discussed by ACOE, DOI, and SFWMD.
- Need for additional STA needs to clean water that moves south as viewed by ACOE
- Need for near term relief of the estuaries (law suit avoidance)
- Need for science-based test & evaluation of rock mining impacts (similar to ASR pilot projects)
- ASR Contingency Plan and Water Optimization Study
- Relationship of STA's, reservoirs, ASR, rock pits, and conveyance of water south
- Belle Glade Boat Locks State-funded feasibility study at \$1.5 million
- Proposed Glades port facility on C-51/Near U.S. 27/Rail Connections, and related infrastructure.
- Florida Power and Light Power Generating Station
- Other numerous Glades Economic Alliance (GEA) projects (Mayor Clarence Anthony, South Bay, and TF member, is a connecting link here)

While no single issue above might break the threshold of a *Development of Regional Impact* (DRI) or designating this as an *Area of Critical Concern*, or a *Rural Land Stewardship Area*, common sense should indicate that the combined cumulative impact of all these situations aforementioned begs for a science-based Strategic Plan for the Future of the EAA, ASAP, to avoid a major impact to CERP and the EAA region of the South Florida Ecosystem, defined as everything in SFWMD boundaries, per WRDA 96.

As one of our Summer Interns has astutely pointed out, a revised plan for the EAA (Western Palm Beach County) that is not presently in the plan is exactly the direction CROGEE recommended to go.

It appears not an ecosystem restoration option to not take on long-term regional strategic planning. The mining issue is a long-term issue per the 50 year Stewart mining application. This is not an ad hoc issue.

Regarding the need for a conceptual ecological model as the science in a science-based strategic plan for the region, we wonder what the Central Region Project Delivery Team does for guidance in looking at performance measures, relative to all the other regions where a CEM exists or is under development.

Salient remarks from Wednesday, July 19, 2007 Palm Beach County Commission Meeting:

- Commissioner Marcus: *The center of the Ecosystem [the EAA] has not been planned*
- Commissioner's: *We need to get this study done before the target deadline of December, 2008.*
- Commissioner Koons: To audience, Arthur R. Marshall Foundation/FEI included: *All of you should be participating in the planning. (Commissioner Koons: Here we are!)*

All agreed on the need for scientific analysis, regarding rock mining impacts, and that it should be completed ASAP, well before the December, 2008 deadline. Many are skeptical that this will be met.

The Palm Beach County Commission, their planners, and many public commenters, agreed that there is a *need to evaluate long-term projects against a long term vision for the EAA*, per handout (2). Handout (3) applies.

Interesting that the italicized words in the previous sentence are almost an exact quote out of the Terry Rice District Engineer letter, dated March 17, 1997 to Richard Pettigrew, Chair, The Governor's commission for a Sustainable South Florida, copy to Rock Salt. Handout (1) is germane.

Verbal public comment included remarks by the four Arthur R. Marshall Summer Interns, that stated their perspective on the need for a science-based Strategic Plan for the future of the EAA, the text above, summarizing the comments of the Interns. The Chair, WG, acknowledged with kudos, the perspective of the interns, on the matters at hand.

We thank the Working Group for taking these issues to the Task Force, and action that makes a difference.

Respectfully Submitted,

//S//

John Arthur Marshall, President
www.ArtMarshall.org

Hand-outs:

- (1) Everglades Coalition recommendation / Marshall Foundation Public comment to Task Force
- (2) PBCC Staff Rock Mining Amendment Proposal recommending approval of the amendment
- (3) ARM Foundation Public Comment to the Palm Beach County Commission

Public Comment on second day's meeting viewed by webcast follows.

Comment Addendum regarding Working Group Meeting on July 20-21, viewed by webcast on July 21

We concur with WG Member Ken Todd's comments of July 20, regarding the need for an appropriate entity to take a look at the long-term impacts of rock mining in the EAA, that the WG should take this on, and that a request for assistance to the TF [from the PB County Commission] for assistance may be coming soon, or words to that effect.

We concur with Juanita Green's public comment July 21, calling for the WG to take action on the Everglades Coalition Call for a *Strategic Plan for the Future of the EAA*.

We concur with Wayne Daltry's call for a brief to the TF/WG on what's happening on a plan for the EAA by whomever is taking on such a plan; that the mention of an *area of Critical Concern* is appropriate to mention; that a *Restore the Everglades* Map is needed [as a means to track the first stated goal of CERP: Increase the total spatial extent of natural area]; and that we [TF/WG/SCG/WRAC] in charge, are not meeting the challenge of restoring the South Florida Ecosystem or words to that effect.

We concur with Dennis Duke's Lake OK's concerns, especially lack of capability to move water south in a more free-flowing manner, and the need for DAMP (Decomartmentalization Adaptive Management Plan). Most of Dennis Duke's bulletized concerns about the Lake and the estuaries are the same as ours, above.

We concur with Greg May's comments that at the right time, and the right place, the TF/WG/SCG would match up with the right group, with the right request, as part of our inter-governmental coordination requirements, or words to that effect.

We concur with Ken Ammon's comments as follows: That there is no legal authorization for the TF to engage in land use management decisions per se; that if asked to participate, we [the TF/WG/SCG] would. Regarding oversight of what's happening in SF Ecosystem Restoration and land use & management impacts, and specifically, regarding the list of issues noted above, we hold that the duty of the Task Force is as stated in WRDA 96, Section 528, and amplified in Task Force Goal 3 and Subgoal 3A:

Goal 3: Foster compatibility of the Built and Natural Systems.

Subgoal 3A: Use and manage land in a manner compatible with ecosystem restoration.

It appears to numerous members of the Environmental community, that with respect to land management decisions (or non-decisions) by State and Local government, the TF/WG/SCG might exercise a *passive-aggressive* approach in evaluating existing or projected outcomes of regional land use and management that are compatible, or not, with ecosystem restoration in the EAA ecosystem. Permitting rock mining on 1000's of acres of land would appear to fall into the category of potentially affecting ecosystem restoration and in need of monitoring and assessment. It would be beneficial to the public to explain how the TF/WG/SCG views WRDA 96, section 28, and Goals 3 and 3A with respect to the challenges list noted in the July 20 Public Comment, above.

In the case of mining in the EAA, we see a need for the SCG to take a more aggressive approach than monitoring & assessment plan (MAP) based on existing data. As in the case of ASR, there is a need for test & evaluation (T&E), based on a pilot project, that being the tentatively approved Steward Mining proposal for rock pit development at 100 Acres per year for 50 years.

Thanks for your consideration, and correction of any misstated comments here. (invitation for comment submitted AM, July 23 to WG Chairs and Advisors; so far no corrections noted)

Attachment to Findings and Recommendations Report to Palm Beach County Commissioners.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF FORT MYERS AND LEE COUNTY FOR
STATE ROAD 82 FUNDING**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered this ____ day of _____ 2006, (the "effective date") by and between THE CITY OF FORT MYERS, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), whose address for purposes of this Agreement is City Hall, 2200 Second Street, Fort Myers, FL 33901; and LEE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County"), whose address for purposes of this Agreement is P.O. Box 398, Fort Myers, FL 33902.

WITNESSETH:

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

WHEREAS, State Road 82 is a major arterial roadway that traverses the City of Fort Myers and unincorporated Lee County, and is part of the Emerging Strategic Intermodal System ("SIS") established by the Florida Department of Transportation ("FDOT"); and

WHEREAS, a portion of State Road 82 between Michigan Avenue Link and Lee Boulevard (hereinafter referred to as "the SR 82 Corridor") is presently operating at level of service "F", ~~has experienced significant accidents, including fatalities, in recent months,~~ and is in need of improvement and widening from its existing two (2) lane configuration to six (6) lanes; and

WHEREAS, the City has conducted a Master Traffic Study for the SR 82 Corridor, which identifies the need for improvements within the corridor to address existing conditions and the impacts of anticipated development within the study area in order to attain and maintain adopted level of service standard for the SR 82 Corridor; and

WHEREAS, the City has worked with FDOT and developers of proposed projects within the City limits along the SR 82 Corridor to obtain the necessary funding commitments to expedite widening of said corridor from two (2) lanes to six (6) lanes; and

~~WHEREAS, a significant portion of the existing and proposed traffic along the SR 82 Corridor is generated by development in unincorporated Lee County, particularly the Lehigh Acres and Gateway communities located in unincorporated Lee County; and~~

WHEREAS, the County desires to provide a commitment ~~for a portion of the funding to advance~~ necessary ~~to~~ improvements ~~to~~ and widen the SR 82 Corridor from two (2) lanes to six (6) lanes (hereinafter referred to as "the improvements" or "the SR

82 Corridor improvements"), which improvements have been estimated by FDOT to cost approximately Sixty Million Dollars (\$60,000,000.00); and

WHEREAS, the City and the County are desirous of entering into this Agreement to ensure adequate funding for the improvements necessary to the SR 82 Corridor so that such improvements may be expedited for construction.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is acknowledged by both parties, the City and County do hereby agree as follows:

1. Recitals:

The "whereas" recitals described above are hereby incorporated into and made a part of this Agreement.

2. The County's Contribution for SR 82 Corridor Improvements:

County agrees to provide funding in the amount of Ten Million Dollars (\$10,000,000.00) towards the six (6) laning of the SR 82 Corridor. ~~Half of this contribution (\$5,000,000.00)~~ **The advanced funding of ten million dollars (\$10,000,000.00)** will be reimbursable to the County from funds received from FDOT through the FDOT SIS Growth Management Funding. It is expected that this funding will be provided by FDOT no later than Fiscal Year ~~2010-11~~**2011-12**. Reimbursement will be provided by FDOT to the ~~City~~ **County** without interest, ~~where upon the City will reimburse the County without interest as funds are received from FDOT~~ **through a Joint Project Agreement**. The ~~remaining half (\$5,000,000.00) of the County's contribution will constitute the County's~~

~~share of the "local match" required by FDOT for additional funding for the SR 82 Corridor improvements through the Transportation Regional Incentive Program (TRIP), and this portion of the County's funding will not be reimbursed.~~

3. The City's Contribution for SR 82 Corridor Improvements:

City agrees to provide funding in the amount of Ten Million Dollars (\$10,000,000.00) towards the six laning of the SR 82 Corridor. ~~Half of this contribution (\$5,000,000.00) will be reimbursable to the City from funds received from FDOT through the FDOT SIS Growth Management Funding. It is expected that this funding will be provided by FDOT no later than fiscal year 2010-2011. Reimbursement will be provided by FDOT to the City without interest. The remaining half (\$5,000,000.00) of the City's contribution~~ **The City will contribute ten million dollars (\$10,000,000.00) and** will constitute the City's share of the "local match" required by FDOT for additional funding for the SR 82 Corridor improvements through the TRIP program, and this portion of the City's funding will not be reimbursed.

4. Timing of Contributions:

County and City agree that the funding obligations provided for each local government entity in Paragraphs 2 and 3 above, respectively, will be met no later than Fiscal Year 2007-08, and that the funding contributions from each party shall be made available to FDOT not later than November 1, 2007.

5. Contingencies:

The funding obligations contained in Paragraphs 2 and 3 above are contingent upon all of the following occurring:

- A. FDOT providing a binding commitment to provide a minimum of Ten Million Dollars (\$10,000,000.00) of funding for the SR 82 Corridor improvements through the TRIP Program;
- B. FDOT providing a binding commitment to provide a minimum of Fifteen Million Dollars (\$15,000,000.00) in repayable funding through the TRIP State Infrastructure Bank (TRIP-SIB) with the provision that reimbursement of such funding will come through future MPO funding;
- C. FDOT providing a binding commitment to repay a minimum of Ten Million Dollars (\$10,000,000.00) of funding to be advanced by ~~City and~~ the County (per Paragraphs 2 and 3 above), with repayment by FDOT to occur without interest no later than Fiscal Year ~~2010-11~~ **2011-12** through the SIS Growth Management Fund;
- D. The City entering into Developer Agreements with various developers along the SR 82 Corridor that will provide a minimum of \$15,000,000.00 towards the funding necessary for the construction of the SR 82 Corridor improvements;

E. The actual funding by the Florida Legislature of the FDOT commitments specified in subparagraphs A, B, and C above, and the actual receipt of funds from developers along the SR 82 Corridor in the amount specified in subparagraph D above.

These contingencies must be satisfied on or before November 1, 2007, or this Agreement will be deemed void and of no further force and effect, at which point neither party shall be obligated hereunder.

6. Term:

This Agreement shall remain in effect for a period commencing on the effective date and continuing until the SR 82 Corridor improvements are completed and FDOT has provided reimbursement of the City's and County's contributions as provided in Paragraphs 2 and 3 above, **or until November 1, 2007, if the above mentioned contingencies are not satisfied.**

7. Notices:

Any and all notices required or permitted to be delivered pursuant to the terms of this Agreement shall be effective upon receipt, but in any event no later than three (3) days after posting by United States mail, certified or registered, postage pre-paid or one (1) day after delivery to an expedited courier service such as Federal Express to the addressees listed below: Any of the parties described herein may change their address by giving notice to all of the parties set forth in this subsection.

~~If to County:~~

Lee County:

**Lee County Board of County
Commissioners
~~County Administrator~~
PO Box 398
Fort Myers, FL 33902-0398
Attention: County Manager**

City of Fort Myers:

**Ft. Myers City Council
2200 Second Street
Ft. Myers, FL 33902
Attention: City Manager**

~~with a copy to:~~

~~Lee County Attorney
P.O. Box 398
Fort Myers, FL 33902-0398~~

~~If to City~~

~~City Manager
City Hall
2200 Second Street
Fort Myers, FL 33902~~

~~with a copy to:~~

~~City Attorney
City Hall
2200 Second Street
Fort Myers, FL 33901~~

8. Applicable Law

This Interlocal Agreement shall be construed in accordance with the laws of the State of Florida.

9. Venue:

Any action to enforce the terms of this Agreement will be brought in a court of competent jurisdiction located in Lee County, Florida. Each of the parties hereto are authorized to enforce the terms of this Agreement in a court of law and may seek all remedies available at law and in equity. The non-prevailing party in such litigation will pay the prevailing party's costs and reasonable attorney's fees, including fees incurred through any appeals.

10. Validity:

In the event any one or more of the provisions contained in this Agreement is for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof and this Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

11. Entire Agreement:

This Agreement constitutes the entire understanding of the parties and any previous agreements, whether written or oral, are superseded by this Agreement. Any amendment of this Agreement must be reduced to writing and executed with the same formalities as this Agreement.

12. Miscellaneous

a) **The Parties represent each to the other that they have full authority to enter into and execute this Agreement.**

b) This Agreement contains all agreements, promises and understandings between the County and the City. Any exhibits are attached hereto and incorporated herein.

c) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the County and the City.

d) The drafting of this Agreement has been a joint endeavor between the Parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one Party than the other.

e) The invalidity of any provision hereof as may be found by a court of competent jurisdiction shall in no way effect or invalidate the remaining provisions of the Agreement.

f) In no case shall either Party be liable to the other for either consequential or special damages of any kind whatsoever, including, but not limited to, lost revenues, or any other damages of any kind.

g) Any disputes between the Parties arising under this Agreement shall be governed by Florida law.

12. Effective Date:

This Agreement is effective as of the date first above written.

13. Recordation:

This Agreement shall be recorded in the public records of Lee County, Florida.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date.

Attest:
CHARLIE GREEN, CLERK

**LEE COUNTY, a Political Subdivision of the
State of Florida**

By: _____
Deputy Clerk

By: _____
Chairwoman

Approved as to form:

Office of the County Attorney

**CITY OF FT. MYERS, FLORIDA, a municipal
corporation of the State of Florida**

By: Tony L. Shoemaker, City Manager

Attest

By: _____
Marie Adams, City Clerk

Approved as to form:

City Attorney

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

Blue Sheet No. 20061068

1. ACTION REQUESTED/PURPOSE: Authorize acceptance of settlement proposal in Lee County v. Gantenbein, et al., Case No. 05-CA-4397.

2. WHAT ACTION ACCOMPLISHES: Acceptance will resolve all claims of compensation for condemnation of parcels 321, 321SDE, and 321 RW.

3. MANAGEMENT RECOMMENDATION: Authorize acceptance and approve settlement.

4. Departmental Category: 12 **AIZA** **5. Meeting Date:** August 29, 2006

6. Agenda:		7. Requirement/Purpose: (specify)		8. Request Initiated:	
	Consent		Statute	Commissioner	
X	Administrative		Ordinance	Department	County Attorney
	Appeals		Admin. Code	Division	Litigation
	Public	X	Other	By:	Susan M. Henderson
	Walk-On				Assistant County Attorney

9. Background:

Lee County condemned parcels 321, 321SDE, 321RW (fee simple interest, slope drainage easement and right of way) for the Three Oaks Parkway Extension Project (Project No. 4043). Lee County's appraised value was \$244,000 and the County Attorney proposed settlement, with the approval of the LCBoCC, in the amount of \$280,000. Counsel for the property owner, Ralph Gantenbein, has agreed to settle the case for \$5,000 above the County Attorney's proposal; \$285,000.

Funds available in string account no.: 20404330709.506110

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgt.	
					<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

CO. ATTY.
FORWARDED
TO CO. ADMIN.
8-14-06

RECEIVED BY COUNTY ADMIN:
COUNTY ADMIN FORWARDED TO:

RECEIVED BY COUNTY ADMIN:
8/14/06 Nam mp.
COUNTY ADMIN FORWARDED TO:
8/15/06 P.B. 12:00

Lee County Board Of County Commissioners **DATE CRITICAL**
Agenda Item Summary **Blue Sheet No. 20060905**

1. ACTION REQUESTED/PURPOSE: Deny requested appeal of administrative determination of the Lee Plan under the Single Family Determination provision filed by Attorney Cody Vaughan-Birch (Henderson Franklin law firm) on behalf of property owner Tom Munoz, Inc.

2. WHAT ACTION ACCOMPLISHES: Upholds the determination by the Administrative Designee that the property owner is not entitled to a favorable Administrative Interpretation under the provision set forth in Lee Plan Chapter XIII to construct one single-family residence on the property that is the subject of the appeal.

3. MANAGEMENT RECOMMENDATION:

4. Departmental Category: 12 County Attorney
COMMISSION DISTRICT #1

AP #1

5. Meeting Date:
 Tuesday, August 29, 2006 @ 9:30 a.m.

6. Agenda: **7. Requirement/Purpose: (specify)**

<input type="checkbox"/> Consent	<input type="checkbox"/> Statute
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance
<input checked="" type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other
<input type="checkbox"/> Walk-On	Lee Plan Chapter XIII

8. Request Initiated:

Commissioner	
Department	County Attorney
Division	Land Use
By: <i>John J. Fredyma</i> John J. Fredyma, Asst. Cty Atty	

9. Background:
 Attorney Cody Vaughan-Birch has filed an appeal on behalf of property owner Tom Munoz, Inc., with regard to a 0.096 acre (4,189 sq. ft.) lot located at 7471 Thigpen Road in Bokeelia (STRAP NO.:31-43-22-00-00023.001A).

On October 18, 2005, an Administrative Interpretation of the Single Family Residence Provisions of the Lee Plan denied a single family determination for the subject property (Case No. MUD2005-00159). Additional title information was subsequently submitted to verify the legal description of the subject property; however, the re-evaluation of the request concluded the subject lot was still not entitled to a favorable single family determination.

The record shows that the subject property was created as a separate remainder in 1979 when it was retained by the predecessor-in-title upon the sale of the larger tract of property from which this lot was derived. The current owner acquired the substandard remainder lot in 2005. Although the subject property was created prior to the adoption of the Lee Plan in 1984, the unpermitted or unlawful separation or subdivision in 1979 was less than the minimum one acre (43,560 sq. ft) lot size otherwise required by the Zoning Regulations for a lot in the AG-2 zoning district. Additionally, the 4,189 sq. ft. sized lot did not comply with the 7,500 sq. foot minimum under the Lee Plan for any unplatted lot or parcel created after June 27, 1962 and prior to December 21, 1984.

(Continued on next page.)

S:\UJ\FUJ\Single Family Determinations\Blue Sheet - Tom Munoz, Inc - denial.wpd

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
				<i>Im...</i>	<i>ABM 7/14</i>				
				<i>...</i>	Analyst	Risk	Grants	Mgr.	
				<i>RK 7/14</i>	<i>5/11/06</i>	<i>5/12/06</i>	<i>5/12/06</i>	<i>5/12/06</i>	<i>AS 7/14/06</i>

11. Commission Action:

Approved
 Deferred To 8/29/06
 Denied
 Other

CO. ATTY.
 FORWARDED
 TO CO. ADMN.
 7/14/06 4PM

RECEIVED BY
 COUNTY ADMIN: *JK*
John J. Fredyma
 COUNTY ADMIN
 FORWARDED TO: *JK*
 7/14/06
JK

In reviewing an appeal, the Lee Plan provides that the Board will consider only information submitted in the administrative interpretation process and will review only whether the County Attorney's Office, as the Administrative Designee, has properly applied the facts presented and the standards set forth in the Lee Plan for such administrative interpretations. *No additional evidence may be considered by the Board.*(Emphasis added)

The applicant seeks to argue that the standards set forth in Lee Plan Chapter XIII, Sections b.B.1., 2. and 3. would require the Board to reverse the decision of the Administrative Designee and allow one single family home to be constructed on the property. Unfortunately, such a decision would improperly validate or legitimize the 1979 attempt to unlawfully separate or subdivide the subject property from a much larger tract of land.

The provisions cited by the applicant might have some relevance if the facts underlying the creation of the subject property were different. If the creation of the subject property occurred before 1962 (and the adoption of zoning in Lee County), or if the 1979 conveyance created a lot in excess of the 7,500 sq. ft., prior to the adoption of the Lee Plan in December of 1984, then a favorable determination might have resulted. However, both the 1979 and the more recent 2005 conveyance each ignored all existing County regulations. There is no evidence in the record that would provide any factual or legal basis for a claim of equitable estoppel in this case. The 1979 conveyance was an unlawful lot split that appears to have been an independent action by the applicant's predecessor-in-title and done without any reliance or contact with the County. The 2005 acquisition of the substandard-sized lot by the applicant also appears to have occurred without regard for any County regulation. Additionally, the less than 1/10th of an acre-sized lot may even be too small to effectively accommodate a home and driveway, along with on-site potable water and an on-site septic disposal system; however, the AG-2 zoned lot is large enough for less intensive development and agricultural uses.

In law, the doctrine of "unclean hands" requires a party seeking relief to be "innocent" in the creation of the circumstances complained of. In this case, neither the applicant nor their predecessor-in-title are innocent in past actions insofar as the prior conveyances have each been contrary to the adopted provisions of both the County's zoning regulations and the Comprehensive Plan. The current property owner wants the Board to forget or ignore past "bad" actions and grant them relief from density requirements of the Lee Plan. The property owner has attempted to characterize their circumstance as worthy of consideration (and relief) under the provision of Chapter XIII of the Lee Plan. Unfortunately, the applicant has not demonstrated a factual basis for entitlement to such relief.

Based upon the above, the County Attorney's Office is of the opinion that the single family interpretation (denial), as issued, meets the criteria, standards and intent of the Lee Plan minimum use determination provisions. Consequently, the appeal should be denied and the decision of the Administrative Designee should be upheld. A single family residence should not be allowed to be constructed on the subject property.

Attachments:

1. Applicant's Appeal of Administrative Interpretation
to the Lee County Board of County Commissioners, including copies of:
Administrative Interpretation of the Single Family Residence Provisions of the Lee Plan (MUD2005-00159)
2. Staff memo dated July 12, 2005, including copies of:
Determination of the Application of the Minimum Use Provision (original staff determination)
and Application for Administrative Action - Minimum Use Determination
3. Boundary Survey
4. Aerial of neighborhood
5. GIS Map of Neighborhood
6. Lee Plan Chapter XIII, Section b.
7. Draft Decision on Appeal

NOV 02 2005
COMMUNITY DEVELOPMENT

**APPLICANT'S APPEAL OF ADMINISTRATIVE INTERPRETATION TO THE
LEE COUNTY BOARD OF COUNTY COMMISSIONERS**

CASE NO: MUD2005-00159

Pursuant to Chapter XIII of the Lee County Comprehensive Plan (the Lee Plan), and on behalf of Tom Munoz, owner of 7471 Thigpen Road, the undersigned hereby requests appellate review of the administrative interpretation set forth in case number MUD2005-00159. This decision was rendered October 18, 2005, and pursuant to Chapter XIII of the Lee Plan, this appeal is timely filed fifteen (15) days after the administrative interpretation was made.

It is our contention that the individual has not properly applied the facts of the instant matter to the Lee Plan as a whole. The applicant submitted an application for a Minimum Use Determination on July 6, 2005 for property located at 7471 Thigpen Drive in Bokeelia, and having a STRAP no. 31-43-22-00-00023.001A. After comparing the application and submittal materials regarding the subject parcel with the Single Family Residence Provisions of the Lee Plan, the Lee County Attorney's Office denied the request. Per Chapter XIII, subsection (b) of the Lee Plan, "(a)ministrative interpretations are intended to expedite and reduce disputes over interpretations of the Lee Plan, resolve certain map or boundary disputes, avoid unnecessary litigation, ensure consistency in plan interpretation, and provide predictability in interpreting the plan." Chapter XIII(b)(B), subsection (b) provides four standards for administrative interpretations, one of which is known as the "Single-Family Residence Provision." The other three standards include:

- 1. deny all economically viable use of property will be avoided;*
- 2. Interpretation should be consistent with background data, other policies, and objectives of the plan as a whole;*
- 3. Interpretations should, to the extent practical, be consistent with comparable prior interpretations;*

The applicant requests the Board of County Commissioners, acting in its appellate capacity, to re-evaluate this request for administrative interpretation considering all of the applicable standards set forth in the Lee Plan.

Standard 1. emphasizes that administrative interpretations that "deny all economically viable use of (the) property *will be avoided*" (emphasis added). This standard, through the use of the word "will" indicates that the avoidance of economic waste must be avoided in an administrative interpretation. The applicant contends that an

administrative interpretation denying the request to construct a single-family residence on the parcel denies the applicant of his economically viable use of the property. There is no other economically viable use of this property other than residential uses because of the size, location, and surrounding uses in the immediate area.

Standard 2. requires that the "interpretation should be consistent with background data, other policies, and objectives of the plan as a whole." The first element of this standard requires one to look at "background data." A cursory review of the surrounding area will reveal that the immediate area is developing as single-family residential lots. The parcel is zoned RS-1, but does not meet the minimum lot requirements for this zoning category, as its total lot area is approximately 4,250 square feet. There are two lots of similar size that face the same problem as the subject parcel, located immediately to the west of the subject parcel (7481 Thigpen Road, Strap 31-43-22-00-00023.0030; and 7491 Thigpen Road, Strap 31-43-22-00-00023.0020). These three lots represent an isolated problem within this emerging residential area, and the denial of this administrative interpretation creates a small oasis of unusable property within a vast area of buildable residential lots.

Just three other lots within the area share similar lot size problems, but are not precluded from residential construction due to either a plat, the construction of residences prior to the implementation of the Land Development Code, or another reason. These lots include one on the same street (7421 Thigpen Road, Strap 31-43-22-00-00023.0040) that allowed a residence on a 4,250 square foot parcel, two lots at the end of the street directly north of the subject parcel that are 3,854 square feet each (7419 Pentz Road; STRAP 31-43-22-00-00018.0100; and 7420 Pentz Road; STRAP 31-43-22-00-00018.0110). These properties may comply with the Single Family Provision, but are representative of the isolated nature of this request, in that the background data supports this request because there are other existing lots in the immediate area that are permitted for residential use that do not meet current or previous lot size standards.

"Other policies" and "objectives of the Plan as a whole" referenced in Standard 2. also support a favorable review of this request. This parcel is located within the Outlying Suburban Future Land Use category, and a review of Policy 1.1.6 reveals that these areas are anticipated to receive residential growth where it is appropriate to protect existing or emerging residential neighborhoods. This "protection" directive, implemented through the Lee Plan in 1984, is properly applied to this area, however it is not practically applied to a handful of lots existing prior to 1984 that are surrounded by a sea of other larger lots. The lots immediately surrounding the subject parcel are generally 12,000 square feet, which is still short of the 14,520 square feet currently required by the Lee Plan. In addition, Goal 14 of the Lee Plan sets forth several policies and objectives applicable to Pine Island as a whole. A review of these policies and objectives directs residential development into the area where this subject parcel is located, and specifically directs all other types of development away from this area. Therefore, Goal 14 implicitly directs that this parcel be used for a single family residence, or no use at all.

Standard 3. requires that an administrative interpretation be consistent *to the extent practicable* with prior interpretations. While this interpretation may be consistent with other interpretations of the Single Family Provision, the applicant contends that such a finding cannot be supported as practical. The denial of the Minimum Use Determination request denies economic use of effectively three small parcels located amongst several parcels that support residential construction. The decision to deny this use to parcels that have been in existence for over 25 years does not seem to conform with the above-referenced standard for such an administrative interpretation.

Regarding the analysis under Standard 4, the Single Family Provision, the application included deeds purporting to create the subject parcel, however a complete title search of the area in question is currently pending in order to conclusively determine the actual creation date of the subject parcel. The applicant and John Fredyma of the Lee County Attorney's Office have agreed to allow the completion of this title examination before beginning the 30 period required to review this appeal and schedule it for a meeting before the Board of County Commissioners. Therefore, this 30-day requirement is mutually deemed tolled until the applicant provide the results of this search within a reasonable time, and the applicant warrants that he will diligently pursue and promptly provide such information.

In sum, the applicant requests the Board to review the administrative interpretation rendered in light of all standards contained within the Lee Plan. The applicant contends that an examination of the subject parcel along with background data, other policies and objectives of the plan, and the economically viable use of the property will reveal that the only practicable solution is to grant the minimum relief available and directed through the Lee Plan - allowing the construction of one single-family residence on the subject parcel.

Sincerely,



Cody B. Vaughan-Birch, Esq.
Henderson, Franklin, Starnes & Holt
1715 Monroe St. Fort Myers, FL 33902
(239) 344-1249

**ADMINISTRATIVE INTERPRETATION OF
THE SINGLE FAMILY RESIDENCE PROVISIONS OF
THE LEE PLAN**

CASE NO.: MUD2005-00159

DATE OF
APPLICATION: July 6, 2005

APPLICANT/
AGENT: Richard E. Moore
P.O. Box 563
St. James City, FL 33956

OWNER: Tom Munoz
100 Montrose Drive
Fort Myers, FL 33919

PROPERTY IN
QUESTION: 7471 Thigpen, Bokerelia, FL 33922 more particularly described as:

The West 50 feet of the East 378 feet of the South 1/2 of
the North 1/2 of the South 1/2 of the South 1/2 of the
West 1/2 of the Northwest 1/4 of the Northeast 1/4 of
Section 31, Township 43 South, Range 22 East, Lee
County, Florida.

STRAP NO.: 31-43-22-00-00023.001A

FINDINGS OF
FACT: The documentation provided with the application shows that the current owner acquired the parcel in April 2005, via a Warranty Deed recorded in the Public Records of Lee County in Official Records (OR) Book 4748, Page 3828. For the purpose of calculating density, the parcel comprises approximately .096 acres (4,189 sf.) of land and is zoned AG-2. The parcel is located in the Outlying Suburban Future Land Use Category, which requires a minimum of 14,520 square feet per dwelling unit. For this reason, the owner must obtain a favorable administrative interpretation of the single family residence provisions of the Lee Plan to construct a dwelling on the property. The property was created as a separate remainder parcel in 1979, by virtue of a Warranty Deed recorded in the Public Records of Lee County in OR Book 1434, Page 1388.

The subject parcel was created as a remainder parcel in 1979 when the property owner transferred all the property he owned except the subject parcel. The 2005 deed transferred the subject (remainder) parcel to the current property owner.

The parcel has less than 7,500 square feet and did not comply with the governing zoning requirements when created as a lot in 1979 prior to the Lee Plan's effective date of December 21, 1984. In 1979, the minimum lot area required to construct a single family residence on an AG-2 lot was one acre or 43,560 square feet.

The Lee Plan requires that the parcel front on a road with a graded surface of shell, marl, gravel base rock, or other compacted fill material, suitable for year-round use. The parcel must also be served by drainage swales or equivalent drainage measures. The parcel has access via Thigpen Road, a road of compacted surface materials.

DETERMINATION:

The subject parcel does not qualify for a favorable Administrative Interpretation under the provisions set forth in Lee Plan Chapter XIII.

The subject parcel was created in 1979 as a remainder tract when it was split from the adjacent parcel to the east. Although created prior to the adoption of the Lee Plan in 1984, the parcel did not meet the minimum acreage requirements (one acre for a single family residence) in place at that time. Under the Lee Plan, any unplatted lot or parcel created after June 27, 1962 and prior to December 21, 1984 is required to encompass a minimum of 7,500 square feet in order to qualify for a favorable minimum use determination. The subject lot has only 4,189 square feet. Therefore, the subject parcel does not meet the criteria for a favorable Administrative Interpretation of the single family residence provision set forth in Lee Plan Chapter XIII. Accordingly the request is denied.

APPEAL PROCEDURE:

"An administrative interpretation may be appealed to the Board of County Commissioners by filing a written request within fifteen (15) days after the administrative interpretation has been made. In reviewing such an appeal, the Board will consider only information submitted in the administrative interpretation process and will review only whether the designated individual has properly applied, to the facts presented, the standards set forth in the Plan for such administrative

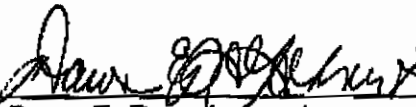
interpretations. No additional evidence will be considered by the Board. The Board of County Commissioners will conduct such appellate review at a public hearing."

Based upon this quoted language, if you disagree with this administrative interpretation, you have the right to an appeal to the Board of County Commissioners. In order to exercise this right of appeal, a written Notice of Appeal must be delivered to the Department of Community Development, 1500 Monroe Street, Fort Myers, Florida, along with the filing fee, no later than 15 days from the date of this Administrative Interpretation, stating the reasons for your disagreement.

Dated this 18th day of October, 2005.

LEE COUNTY ATTORNEY'S OFFICE
AS ADMINISTRATIVE DESIGNEE

BY:

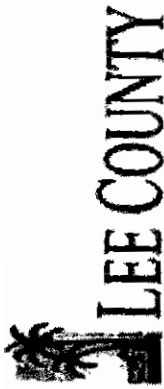


Dawn E. Perry-Lennert
Assistant County Attorney

DPL:tlb

cc: Timothy Jones, Chief Assistant County Attorney
Donald D. Stilwell, County Manager
Paul O'Connor, Director, Planning Division
Peter Blackwell, Planning Division
Julie Dalton, Property Appraiser's Office
Debbie Carpenter, DCD
Tidemark

Sent to Applicant via Certified Mail #7003 0500 0002 6651 8227, and regular mail.
Sent to Owner via Certified Mail #7003 0500 0002 6651 8548, and regular mail.



Fee History

Case #: MUD2005-00159

Case #: MUD2005-00159
Property Owner: TOM MUNOZ INC
Property Address: 7471 THIGPEN RD BOKEELIA 338
Contractor:
License Number:
Fax Number:

Permit Description: APPLICATION FOR a minimum use determination to build one SFR

Permit Description	Permit Number	Fee	Date Paid	Balance
Minimum use / single family	LC5150015500.341900.9021	135.00	7/6/2005	0.00
Appeal of a MUD	LC5150015500.341900.9009	75.00	11/2/2005	0.00
Total Fees: \$210.00		Paid: \$ 210.00	TOTAL REMAINING DUE:	\$0.00

Documents Required for Pick-up:

**MEMORANDUM
FROM
THE DEPARTMENT OF
COMMUNITY DEVELOPMENT
DEVELOPMENT SERVICES DIVISION**



DATE: July 12, 2005

TO: Joan Henry
Assistant County Attorney

FROM: Peter Blackwell
Planner

Re: Minimum Use Determination

Please find Two Minimum Use Determination applications for your review.

MUD2005-00156
MUD2005-00159

The first case is recommended for denial because it does not meet the minimum lot size due to being created as an access way rather than a residential lot. The second case is more complicated. The lot is not properly recorded in OR Books and even if it was it would not meet the minimum lot size due to the late creation date.

If you have any questions, feel free to contact me at 479-8312.

cc: file
MUD2005-00156
MUD2005-00159

**DETERMINATION OF
THE APPLICATION OF THE
MINIMUM USE PROVISION**

CASE # MUD2005-00159

DATE RECEIVED BY ZONING DIVISION: 7/06/05

STRAP NUMBER: 31-43-22-00-00023.001A

APPLICANT: Rick Moore

OWNER: ~~Rick Moore~~ Tom Munoz

OWNERSHIP

- a) DATE WARRANTY DEED OR AGREEMENT FOR DEED RECORDED IN OWNER/PURCHASER NAME: June 2005
- b) PLACE RECORDED: OR Book 4748 Page 3828

CREATION OF PARCEL

- a) DATE PARCEL CREATED/RECORDED: July 1977
- b) PLACE RECORDED: OR Book 1209 Page 123 (See Below)
 - 1) LOT WAS CREATED/RECORDED IN PLAT BOOKS PRIOR TO December 21, 1984 AND HAS NOT BEEN ALTERED: YES__ NO__ N/A X
 - 2) A LEGAL DESCRIPTION OF THE LOT WAS LAWFULLY RECORDED IN O.R. BOOKS PRIOR TO DECEMBER 21, 1984: YES__ NO X N/A__
 - 3) LOT WAS LAWFULLY CREATED AFTER DECEMBER 21, 1984 AND IS IN COMPLIANCE WITH THE LEE PLAN: YES__ NO__ N/A X

ZONING WHEN CREATED/RECORDED: _____ AG-2 _____

- a) COMPLIED WITH ZONING WHEN CREATED/RECORDED: YES ___ NO X N/A ___
- b) CREATED PRIOR TO JUNE 27, 1962 AND HAS A MINIMUM OF 4,000 SQUARE FEET: YES ___ NO ___ N/A X
- c) CREATED AFTER JUNE 27, 1962 AND PRIOR TO DECEMBER 21, 1984 AND HAS A WIDTH NOT LESS THAN 50 FEET AND HAS AN AREA NOT LESS THAN 5,000 SQUARE FEET AND RECORDED IN A PLAT BOOK: YES ___ NO ___ N/A X
- d) CREATED AFTER JUNE 27, 1962 AND PRIOR TO DECEMBER 21, 1984, HAS A MINIMUM OF 7,500 SQUARE FEET AND RECORDED IN O.R. BOOK: YES ___ NO X N/A ___

LAND USE CATEGORY: _____ Outlying Suburban _____

- a) LOT IS CONSISTENT WITH DENSITY REQUIREMENTS: YES ___ NO X

REAPPORTIONING LOTS: YES ___ NO X

RECOMMENDATION:

THE LOT IS NOT CONSISTENT WITH THE MINIMUM USE PROVISION BASED ON THE FOLLOWING:

The legal description of the subject lot (Lot .001A) currently listed by the property appraisers describes a lot that is 85 feet deep by 50 feet wide. This is corroborated by the applicant on Form "D" of the Minimum Use Determination Application. All three of the legally recorded documents conveying the property describe a property that is 85 feet deep by 328 feet wide. These include OR Book 4748 Page 3828 recorded 6/10/2005, OR Book 4718 Pages 4233-34 recorded 5/20/2005, and OR Book 1209 Page 123 recorded 6/12/1977. According to the Property Appraiser records, the 1977 warranty deed describes both the subject property and the property abutting it on the east (Lots .001A and .0010). Therefore, either the subsequent deeds recorded the wrong legal description of the subject parcel or the subject parcel was split off and not legally recorded in County records. If the subsequent legal conveyances were improperly recorded, a corrective deed will not alleviate the lots non-conformance to the Single Family Provision. This is because the earliest deed (describing both the subject parcel and the abutting lot) dates from 1977. If the subject property was split off after that date, it would have to be at least 7,500 square feet. The subject lot is only 4,250 square feet. Therefore, the subject lot does not conform to the minimum lot size requirement of the Single Family Provision. The lot is accessed by Thigpen Road, a road of compacted surface

CASE #MUD2005-00159

Page 2

materials. Due to the deed discrepancies and insufficient lot size, this lot does not qualify for a single family residence under the Single Family Provision of the Lee Plan.



APPLICATION FOR ADMINISTRATIVE ACTION

APPLICATION FOR:

- Administrative Variance (attach Supplement A)
- Commercial Lot Split (attach Supplement B)
- Consumption On Premises (attach Supplement C)
- Minimum Use Determination (attach Supplement D)
- Ordinance Interpretation (attach Supplement E)
- Relief for Designation Historic Resources (attach Supplement F)
- Relief for Easement Encroachment (attach Supplement G)
- Administrative Amendment PUD or PD (attach Supplement H)
- Administrative Deviation from Chapter 10 (attach Supplement I)
- Placement of Model Home/Unit or Model Display Center (attach Supplement J)
- Dock & Shoreline Structures (attach Supplement K)
- Wireless Communication Facility (attach Supplement M and Shared Use Plan Agreement)
- Final Plan Approval per Resolution: # _____

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Applicant's Name: Rick Moore Phone #: (239) 910-0088
 Project Name: Thomas Lot
 STRAP Number: 31-43-22-00-00023.001A

STAFF USE ONLY

Case Number: MVD 2005-00159 Commission District: 1
 Current Zoning: AG-2 Fee Amount: \$ 35-
 Land Use Classification: Outlying Sub. Intake by: la
 Planning Community: Pine Isler

 LEE COUNTY
 COMMUNITY DEVELOPMENT
 P.O. BOX 398 (1500 MONROE STREET)
 FORT MYERS, FLORIDA 33902
 PHONE (239) 479-8585

MUD 2005-00159

PART I - GENERAL INFORMATION

1. APPLICANT'S NAME: Rick Moore (Richard E. Moore)
Mailing Address: PO Box 563
Street: PO Box 563
City: ST. James City State: FL Zip: 33956
Phone Number: Area Code: 239 Number: 910-0088 Ext.: _____
Fax Number: Area Code: 239 Number: 282-5203
E-mail address: R.Moore@SellstatePinelIsland.com

2. Relationship of applicant to property*:

Owner Trustee
 Option holder Contract Purchaser
 Lessee Other (Indicate) Agent

Applicant must submit an Affidavit that he is the authorized representative of the owner [see Part I (attached) and please complete the appropriate Affidavit form (A1 or A2) to the type of applicant].

3. AGENT'S NAME(S): (Use additional sheets if necessary): Rick (Richard E.) Moore

Mailing Address: P.O. Box 563
Street: P.O. Box 563
City: ST. James City State: FL Zip: 33956
Contact Person: Same as Above
Phone Number: Area Code: _____ Number: Same Ext.: _____
Fax Number: Area Code: _____ Number: _____
E-mail address: _____

4. TYPE OF REQUEST (please check one)

- Administrative Variance (requires supplement A)
- Commercial Lot Split (requires supplement B)
- Consumption On Premises (requires supplement C)
- Minimum Use Determination (requires supplement D)
- Ordinance Interpretation (requires supplement E)
- Relief for Designated Historic Resources (requires supplement F)
- Easement Encroachment (requires supplement G)
- Administrative Amendment to a PUD or Planned Development (requires supplement H)
- Administrative Deviation from Chapter 10 of the LDC (requires supplement I)
- Placement of Model Home/Unit or Model Display Center (requires supplement J)
- Dock & Shoreline Structure (requires supplement K)
- Wireless Communication Facility (requires supplement M and Shared Use Plan Agreement)
- Final Plan Approval (no supplement)

5. NATURE OF REQUEST (please print): M.U.D.

MUD 2005-00159

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PART II - PROPERTY INFORMATION

Is this request specific to a particular tract of land? NO YES. If the answer is yes, please complete the following:

1. Is this action being requested as a result of a violation notice? NO YES.

a. If yes, date of notice: _____

b. Specific nature of violation: _____

2. Name of owner of property: TOM MUNOZ

Mailing Address: Street: 100 Montrose Dr.

City: FT. MYERS State: FL Zip: 33919

Phone Number: Area Code: 239 Number: 770-6509 (agent) Ext.: _____

Fax Number: Area Code: _____ Number: _____

3. Legal Description: Is property one or more undivided platted lots within a subdivision recorded in the official Plat Books of Lee County?

NO.

Attach a legible copy of the metes and bounds property description and boundary survey (10 acres or more) or certified sketch of description (less than 10 acres) meeting the minimum technical standards set out in chapter 61G 17-6.006, Florida Administrative Code.

YES.

Property is identified as:

Subdivision Name: _____

Plat Book _____ Page _____ Unit _____ Block _____ Lot _____

4. STRAP NUMBER: 31-43-22-00-00023.001A

5. Property Dimensions:

Area: 4,250 square feet or _____ acres.

Width along roadway: 50 feet.

Depth: 85 feet.

6. Property Street Address: 7471 Thie Pen Bokeelia, FL 33922

7. General Location Of Property: String Fellow Rd To Right on Tortuga. Right on Thie Pen. Lot is on Right at 7471

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AFFIDAVIT FOR ADMINISTRATIVE ACTION
APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, Richard E. Moore, swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Lee County Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
4. The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

Richard E. Moore
Signature

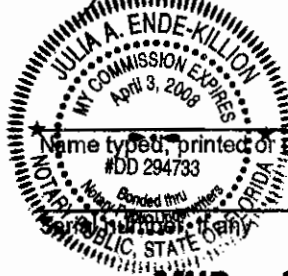
Richard E. Moore
(Type or printed name)

STATE OF FLORIDA
COUNTY OF Lee

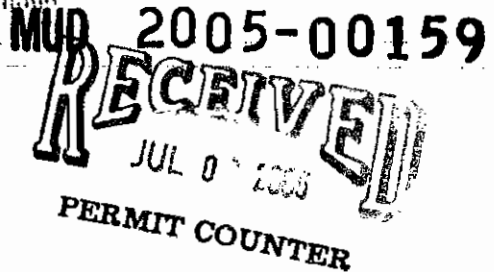
The foregoing instrument was sworn to (or affirmed) and subscribed before me this 7-6-05 (date) by Richard E. Moore (name of person providing oath or affirmation), who is personally known to me or who has produced DL. MUD-745-54-174-0 (type of identification) as identification.

Julia A. Ende-Killion
Signature of person taking oath or affirmation

Title or rank



Name typed, printed or stamped
#DD 294733





ADMINISTRATIVE ACTION REQUEST
SUPPLEMENT D

MINIMUM USE DETERMINATION

If the request is for a Minimum Use Determination please submit the "Application for Administrative Action" form and the following:

1. PROPERTY INFORMATION

- a. Number of parcels (lots) involved in the request: 1
- b. Size of parcels (please submit a site plan, plat, or survey indicating dimensions and area of each lot as well as the total area of all lots involved): 50' X 85'
- c. Comprehensive Plan Land Use designation for the subject property: OUTLYING SUBURBAN
- d. Zoning: Indicate the zoning on the parcel(s) when the parcel(s) was created (split out into its present dimensions from a larger parcel): AG 29.992, RS 1.012

2. INTENDED USE

- a. Do you wish to construct one single family residence on each of the above parcels? NO YES
If the parcel on which you wish to construct one home is some combination of lots, indicate which lots will comprise the final single family parcel: _____
- b. Do you wish to reapportion lots? NO YES. If yes, on the site plan or map submitted for 2 above, please indicate the changes you wish to make in compliance with this provision.

3. ADDITIONAL DOCUMENTATION REQUIRED

- a. Copy of the recorded deed, agreement for deed, or other official documentation indicating the date you acquired the property and the date the deed was recorded in the Lee County Clerk's office.
- b. If the parcel(s) is not in a platted or unofficial recorded subdivision, please provide a copy of the recorded deed (or other official documentation) establishing the date the parcel(s) was created (i.e. split out from a larger parcel into its present dimensions).

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MUD 2005-00159



b. Administrative Interpretations of the Plan

Persons or entities whose interests are directly affected by the Lee Plan have the right to an administrative interpretation of the plan as it affects their specific interest. Such an interpretation, under the procedures and standards set forth below, will remain in effect and thereafter be binding upon the county only as to the legally described property and any plan of development upon which the interpretation was based. If the plan of development is proposed to be, or is changed, through any action of any owner or developer of the property, then the administrative interpretation is no longer binding on the county. Actions that will render a previous interpretation no longer binding include any of the following: significant changes in parcel or platted lot(s) configuration; changes to land uses; decreases in the amount of open space or preserved land; increases in density or intensity of use; increases in the size or acreage of the property; or any other change that makes the plan of development less consistent with the current Lee Plan. (Note: combing lands consistent with XIII.b.B.4.b.(4) is allowed.) A determination of whether or not a plan of development has been, or would be changed sufficiently to render the previous interpretation no longer binding on the county will be made on a case by case basis by the Administrative Designee using the above-described criteria.

Administrative interpretations are intended to expedite and reduce disputes over interpretations of the Lee Plan, resolve certain map or boundary disputes, avoid unnecessary litigation, ensure consistency in plan interpretation, and provide predictability in interpreting the plan. All such administrative interpretations, once rendered, are subject to challenge under the provisions of Section 163.3215, Florida Statutes.

Anyone seeking an administrative interpretation must submit an application with requested information and will have the burden of demonstrating compliance with the standards set forth below.
(Amended by Ordinance No. 00-22)

A. Subject Matter of Administrative Interpretations

Administrative interpretations will be provided only as to the matters set forth below. In no event will administrative interpretations hereunder involve questions of the consistency of development or land use regulations with the Lee Plan. Administrative interpretations will be limited to:

1. County Attorney's Office:
 - a. Whether the single-family residence provision as hereinafter defined applies and the applicant desires a written opinion for future use, or a concurrent building permit application has not been approved under 2.a. below.
2. County Administrator (or his designee):
 - a. Whether the single-family residence provision as hereinafter defined applies and the applicant is also applying for a building permit. If said permit application is not approved, a separate application for the single-family residence provision may be submitted to the County Attorney's Office for final review and, if applicable, written denial.
 - b. Whether an area has been (or should have been) designated Wetlands on the basis of a clear factual error. A field check will be made prior to the issuance of such an interpretation.

- c. Clarification of land use map boundaries as to a specific parcel of property.

(Amended by Ordinance No. 94-30, 00-22)

B. Standards for Administrative Interpretations

Administrative interpretations of the Lee Plan will be determined under the following standards:

1. Interpretations which would be confiscatory, arbitrary, capricious, unreasonable, or which would deny all economically viable use of property will be avoided;
2. Interpretations should be consistent with background data, other policies, and objectives of the plan as a whole;
3. Interpretations should, to the extent practical, be consistent with comparable prior interpretations;
4. Single-Family Residence Provision:
 - a. Applicability

Notwithstanding any other provision of this plan, any entity owning property or entering or participating in a contract for purchase agreement of property, which property is not in compliance with the density requirements of the Lee Plan, will be allowed to construct one single-family residence on said property PROVIDED THAT:

- (1) Date Created:
 - (a) the lot or parcel must have been created and recorded in the official Plat Books of Lee County prior to the effective date of the Lee Plan (December 21, 1984), and the configuration of said lot has not been altered; OR
 - (b) a legal description of the lot or parcel was lawfully recorded in the Official Record books of the Clerk of Circuit Court prior to December 21, 1984; OR
 - (c) the lot was lawfully created after December 21, 1984, and the lot area was created in compliance with the Lee Plan as it existed at that time.
- (2) Minimum Lot Requirements: In addition to meeting the requirements set forth above, the lot or parcel must:
 - (a) have a minimum of 4,000 square feet in area if it was created prior to June 27, 1962; OR
 - (b) have a width of not less than 50 feet and an area of not less than 5,000 square feet if part of a subdivision recorded in the official Plat Books of Lee County after June 27, 1962, and prior to December 21, 1984; OR
 - (c) have a minimum of 7,500 square feet in area if it was created on or after June 27, 1962, and prior to December 21, 1984, if not part of a subdivision recorded in the official Plat Books of Lee County; OR

(d) have been in conformance with the zoning regulations in effect at the time the lot or parcel was recorded if it was created after December 21, 1984; OR

(e) have been approved as part of a Planned Unit Development or Planned Development.

(3) Access and Drainage: In addition to meeting the requirements set forth above:

(a) the road that the lot or parcel fronts on must have been constructed and the lot must be served by drainage swales or equivalent drainage measures. The road must have, at a minimum, a graded surface of shell, marl, gravel base rock, or other compacted fill material, suitable for year-round use; OR

(b) the lot or parcel must be located within a subdivision which was approved under Chapter 177, Florida Statutes, as long as the subdivision improvements have been made or security for their completion has been posted by the subdivider.

If the lot or parcel cannot meet the requirement of access and drainage, this requirement will not apply to the extent that it may result in an unconstitutional taking of land without due process.

(4) Interchange, Tradeport, and Industrial Development land use categories: In addition to the requirements set forth above, a residential use must be the only reasonable use of the lot or parcel. The existence of a reasonable commercial or industrial use will be determined by reference to all of the applicable facts and circumstances, including, but not limited to, the nature of the surrounding uses, the adequacy of the lot size (pursuant to Chapter 34 of the Land Development Code) for commercial or industrial uses, and whether adequate infrastructure exists or can reasonably be provided to serve a commercial or industrial use at the location in question.

b. Construction Regulations

Subsequent to a property owner establishing the right to build a single-family residence on a lot through the procedures set forth in this plan, the following policies will prevail:

(1) The residential structure must be in compliance with all applicable health, safety, and welfare regulations, as those regulations exist at the time the application for construction of the residence is submitted.

(2) Lots or parcels which qualify for the right to construct a residence and which contain wetlands will be subject to special provisions of the Wetlands Protection Ordinance.

(3) If two or more contiguous lots or parcels have each qualified for the right to build a single-family residence, the property owner is permitted and encouraged to reapportion properties if the result of the reappointment is a lot or lots which come closer to meeting the property development regulation standards for the zoning district in which it is located and as long as no property becomes non-conforming or increases in its non-conformity as a result of the reappointment and as long as the density will not increase.

- (4) If a lot or parcel has qualified for the right to construct a single-family residence, nothing herein will be interpreted as prohibiting the combining of said lot or parcel with other contiguous property provided the density will not increase.
- (5) If two or more contiguous properties have each qualified for the right to construct a single-family residence and if the lots or parcels are located in a zoning district which permits duplex or two-family dwellings, the property owner(s) may combine the lots to build a single duplex or two-family building in lieu of constructing two single-family residences.

c. Transferability

This right will run with the land and be available to any subsequent owner if the property which qualifies for the single-family provision is transferred in its entirety. (Amended by Ordinance No. 00-22)

C. Procedure for Administrative Interpretations

The following procedures will apply in obtaining administrative interpretations:

1. Except as provided in 3. below, anyone seeking an administrative interpretation of the plan will submit an application, on an appropriate form provided by the county, with all requested information to the Zoning and Development Review Division (single-family residence provision) or the Planning Division (all other applications), or to their successor agencies.
2. The person authorized by Section A.1. or 2. above will review such information and issue an administrative interpretation in writing within sixty (60) days after submittal of the application and all requested information to the appropriate division. The interpretation will contain findings and reasons for the interpretation rendered.
3. If the request for a single-family residence provision or Wetlands determination is in conjunction with an application for a building permit, development order, or planned development rezoning, a separate application will not be required. The interpretation will be noted on the building permit, development order, or planned development rezoning approval, or will be contained in the reasons for denial where applicable.
4. An administrative interpretation may be appealed to the Board of County Commissioners by filing a written request within fifteen (15) days after the administrative interpretation has been made. In reviewing such an appeal, the Board will consider only information submitted in the administrative interpretation process and will review only whether the designated individual has properly applied to the facts presented and the standards set forth in the plan for such administrative interpretation. No additional evidence will be considered by the Board. The Board of County Commissioners will conduct such appellate review at a public meeting.
5. The Board of County Commissioners will consider the appeal at a hearing to be held within thirty (30) days after the date of the written request for appeal. A decision overruling the written interpretation will be in writing and will be rendered by the Board within thirty (30) days after the date of the hearing. Alternatively, the Board may adopt the administrative interpretation being appealed.

6. Where appropriate and necessary all administrative interpretations rendered by the designated persons (or upon appeal, approved by the Board of County Commissioners) will be incorporated into the Plan during the next amendment cycle. (Amended by Ordinance No. 94-30, 00-22)

c. Legislative Interpretations of the Plan

In order to apply the plan consistently and fairly, it will be necessary from time to time to interpret provisions in the plan in a manner which insures that the legislative intent of the Board of County Commissioners which adopted the plan be understood and applied by subsequent boards, county employees, private property owners, and all other persons whose rights or work are affected by the plan. When the plan is interpreted, it should be done in accordance with generally accepted rules of statutory construction, based upon sound legal advice, and compiled in writing in a document which should be a companion to the plan itself. These goals will be accomplished by the procedures which are set forth below:

A. COMPREHENSIVE PLAN ANNOTATIONS COMMITTEE.

The Director of Community Development, the Planning Director, and the County Attorney will together be empowered to sit as the Comprehensive Plan Annotations Committee. In each instance, these persons may designate one or more subordinates to serve in their place, but only one vote may be cast by or on behalf of each of the aforementioned officials. The purpose of the committee is to make written recommendations to the Local Planning Agency in response to requests for interpretations of specific provisions in the plan. If the committee cannot recommend an interpretation unanimously, then both a majority and minority recommendation will be made to the Local Planning Agency. Similarly, if the committee cannot reach a majority position with respect to an interpretation, then each official will submit a separate recommendation to the Local Planning Agency. In accomplishing its work, the committee will operate as follows:

1. Organization

The committee will meet regularly at such times and places as it may choose. Its meetings will be either private or open to the public, or a combination thereof, as the committee chooses. The committee will have total discretion in this matter. No public notices of its meetings will be required. It may invite to its meetings such persons as it believes will best assist it in its work. It is intended that the committee will function in an informal workshop atmosphere, with emphasis to be placed on the timely production of concise, written recommendations to the Local Planning Agency in response to requests for interpretations of specific provisions in the plan. The County Attorney will be responsible for reducing the recommendations of the committee in writing, unless he is in the minority, in which case the Planning Director will be responsible for reducing the majority recommendation to writing. In every case, the Planning Director will be responsible for delivering the recommendations to the Local Planning Agency on a timely basis as part of the published agenda of the Local Planning Agency.

2. Requests for Interpretations

Requests for interpretations will be placed before the Comprehensive Plan Annotations Committee by any one of its three members in response to a question raised by the Board of County Commissioners, collectively or by any one commissioner, by any member of the county

BEFORE THE BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA

IN RE: TOM MUNOZ, INC.

CASE NO. MUD2005-00159

APPEAL OF ADMINISTRATIVE INTERPRETATIONS
OF SINGLE FAMILY RESIDENCE

DECISION ON APPEAL

THIS APPEAL came before the Board of County Commissioners of Lee County acting in its capacity as the appellate reviewer of the Single Family Residence Interpretation of the Administrative Designee pursuant to Chapter XIII of the Lee County Comprehensive Land Use Plan; and

THE BOARD has considered the information submitted in the Administrative Interpretation process, as well as, the Administrative Interpretation of the Single Family Residence Provisions rendered by the Administrative Designee and the response submitted by the petitioner; and

THE BOARD considered whether the Administrative Designee properly applied the standards for Administrative Interpretations to the facts presented.

THE BOARD finds the subject parcel that was attempted to be created as separate parcel does not comply with the Lee County Comprehensive Plan.

THE BOARD finds the Interpretations rendered by the Administrative Designee was appropriate and does not result in an unconstitutional taking of property. The Administrative Designee's decision is hereby upheld and the appeal denied.

DONE AND ADOPTED this ____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Tammara Hall, Chairwoman

Approved as to form by the
Lee County Attorney's Office

By: _____
John J. Fredyma
Assistant County Attorney

WALK-ON

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20061110

1. ACTION REQUESTED/PURPOSE: Adopt resolution authorizing exchange of property to effectuate settlement agreed to in Lee County v. Hinks, et al., Case No. 02CA-8386.

2. WHAT ACTION ACCOMPLISHES: Authorizes exchange of real property.

3. MANAGEMENT RECOMMENDATION: Adopt resolution.

4. Departmental Category: 12 – County Attorney **WO#1** 5. Meeting Date: Walk-on-August 29, 2006

6. Agenda: <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input checked="" type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	8. Request Initiated:
	<input type="checkbox"/> Statute	Commissioner
	<input type="checkbox"/> Ordinance	Department <u>County Attorney</u>
	<input type="checkbox"/> Admin. Code	Division <u>Litigation</u>
	<input checked="" type="checkbox"/> Other	By: <u>John J. Renner, Chief Assistant County Attorney</u>

9. Background: Lee County entered into a settlement agreement with Donald Hinks in Lee County v. Hinks, et al., Case No. 02CA-8386, that involves the exchange of remnants from the Veterans Parkway acquisitions for land needed to construct the parkway. The settlement agreement was approved by the Board on August 1, 2006. Pursuant to statute, the board must adopt a resolution authorizing the exchange and notice of the intent to adopt the resolution must be published two times prior to considering the resolution.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
				<i>[Signature]</i>	RK 8/21	07/21/06	8/21/06	8/21/06	8-22-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

REC'D ATTY. FORWARDED TO CO. ADMIN. 8/21/06

RECEIVED BY COUNTY ADMIN: 8/21/06 2:10 M.P.

COUNTY ADMIN FORWARDED TO: 8/22/06 2:30

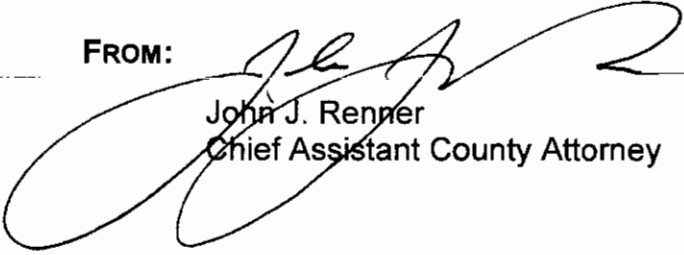
MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY

08 AUG 21 11 01 05

DATE: August 21, 2006

To: Molly Schweers
Public Resources

FROM:


John J. Renner
Chief Assistant County Attorney

RE: Bluesheet No. 20061110

Attached is the referenced Bluesheet which **must be walked on for the August 29, 2006** Board meeting due to a time constraint dictated by Florida Statute and the published notice of intent.

JJR/wlp

attachment

LEE COUNTY RESOLUTION NO. _____

**A RESOLUTION APPROVING THE EXCHANGE OF
PROPERTY BETWEEN LEE COUNTY AND DONALD
HINKS; PROVIDING FOR CERTAIN AUTHORIZATIONS;
PROVIDING FOR AN EFFECTIVE DATE.**

RECITATIONS

WHEREAS, the Board of County Commissioners is the governing body in and for Lee County, a political subdivision of the State of Florida; and,

WHEREAS, the Board of County Commissioners has certain powers and authority relative to exchanging real property pursuant to Section 125.37, Florida Statutes; and,

WHEREAS, Lee County holds and possesses certain real property described in the attached Exhibit "A" that is not needed for County purposes,

WHEREAS, it is in the best interest of Lee County that this property be exchanged for that property described in the attached Exhibit "B";

WHEREAS, the Board of County Commissioners has carefully reviewed the transfer of real property interests and believes it is in the best interest of the public to exchange the real property interests described herein.

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

1. The above recitations are true and accurate and are hereby adopted and incorporated herein as if set out at length.
2. Lee County shall convey to Donald Hinks fee simple title by County deed the property described in Exhibit "A".
3. Donald Hinks shall convey to Lee County the property described in Exhibit

"B" and relinquish all claims for compensation for that property.

4. This Resolution shall become effective immediately upon its adoption.

5. This exchange has been duly noticed and complies with Section 125.37, Florida Statutes (2005).

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

RAY JUDAH	_____
DOUGLAS ST. CERNY	_____
ROBERT JANES	_____
TAMMARA HALL	_____
JOHN E. ALBION	_____

DULY PASSED AND ADOPTED THIS _____ day of _____, 2006.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM:

BY: _____
Office of County Attorney

EXHIBIT A

Parcel 1567

Lots 22 and 23, Block 4803, Cape Coral Unit 17, according to the map or plat thereof filed and recorded in Plat Book 22, Page 88, Public Records of Lee County, Florida; and

Parcel 1573

Lots 20 and 21, Block 4803, Cape Coral Unit 71, according to the map or plat thereof filed and recorded in Plat Book 22, Pages 88 through 107, Public Records of Lee County, Florida.

PART OF LOTS 13 AND 14 OF BLOCK 1873,
CAPE CORAL UNIT 45 PART 1", AS
RECORDED IN PLAT BOOK 21, PAGES 135
THROUGH 150, OF LEE COUNTY RECORDS, LEE
COUNTY, FLORIDA. MORE PARTICULARLY
DESCRIBED AS FOLLOWS: BEGINNING AT THE
NORTHWEST CORNER OF SAID LOT 14; THENCE
ALONG THE NORTHERLY LINE OF SAID LOT 14,
RUN N89°45'39"E FOR 125.00 FEET, TO THE
NORTHEAST CORNER OF SAID LOT 14, AND
THE WESTERLY LINE OF MALABAR CANAL (80'
WIDE); THENCE ALONG SAID WESTERLY LINE OF
MALABAR CANAL, RUN S00°06'22"W FOR 46.88
FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE
OF S.W. 25TH LANE (VARIABLE WIDTH);
THENCE ALONG SAID NORTHERLY
RIGHT-OF-WAY LINE OF S.W. 25TH LANE, FOR
THE FOLLOWING TWO COURSES, RUN
N78°37'57"W FOR 111.04 FEET TO A POINT OF
CURVATURE, AND RUN NORTHWESTERLY ALONG
AN ARC OF SAID CURVE TO THE RIGHT OF
RADIUS 20.00 FEET (DELTA 78°44'25") (CHORD
BEARING N39°15'44"W) (CHORD 25.37 FEET)
FOR 27.49 FEET, TO THE EASTERLY
RIGHT-OF-WAY LINE OF S.W. 3RD AVENUE
(50' WIDE); THENCE ALONG SAID EASTERLY
RIGHT-OF-WAY LINE OF S.W. 3RD AVENUE,
RUN N00°06'22"E FOR 4.83 FEET TO THE
POINT OF BEGINNING.

PART OF LOT 31, OF BLOCK 1874, OF "CAPE CORAL UNIT 45 PART 1", AS RECORDED IN PLAT BOOK 21, PAGES 135 THROUGH 150, LEE COUNTY RECORDS, LEE COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 31, SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST (A RADIAL LINE THROUGH SAID POINT BEARS N86°39'46"W), AND BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF S.W. 25TH LANE (VARIABLE WIDTH); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF S.W. 25TH LANE, FOR THE FOLLOWING TWO COURSES, RUN SOUTHWESTERLY ALONG AN ARC OF SAID CURVE, TO THE RIGHT OF RADIUS 20.00 FEET (DELTA 98°11'51") (CHORD BEARING S52°26'09"W) (CHORD 30.23 FEET) FOR 34.28 FEET, AND RUN N78°27'55"W FOR 89.84 FEET, TO THE NORTHERLY LINE OF SAID LOT 31; THENCE ALONG SAID NORTHERLY LINE OF LOT 31, RUN N89°45'39"E FOR 111.99 FEET TO THE POINT OF BEGINNING.

PART OF LOTS 13 AND 14 OF BLOCK 1874 OF "CAPE CORAL UNIT 45 PART 1" AS RECORDED IN PLAT BOOK 21, PAGES 135 THROUGH 150 OF LEE COUNTY RECORDS, LEE COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 14; THENCE ALONG THE EASTERLY LINE OF SAID LOTS 13 AND 14, RUN S00 06 22 W FOR 76.88 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF S.W. 25TH LANE (VARIABLE WIDTH); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF S.W. 25TH LANE FOR THE FOLLOWING TWO COURSES, RUN N68°59'26"W FOR 88.02 FEET TO A POINT OF CURVATURE, AND RUN NORTHWESTERLY ALONG AN ARC OF SAID CURVE TO THE RIGHT OF RADIUS 62.49 FEET (DELTA 56 29 45') (CHORD BEARING N40°44'33"W) (CHORD 59.15 FEET) FOR 61.62 FEET, TO THE NORTHERLY LINE OF SAID LOT 14; THENCE ALONG SAID NORTHERLY LINE OF LOT 14, RUN N89 45,39E FOR 120.92 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
3 of 4

PART OF LOT 28 OF BLOCK 1875 OF "CAPE CORAL UNIT 45 PART 1" AS RECORDED IN PLAT BOOK 21, PAGES 135 THROUGH 150 OF LEE COUNTY RECORDS, LEE COUNTY FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 28, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF S.W- 3RD PLACE (50' WIDE); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF S.W. 3RD PLACE, RUN S00°06'22"W FOR 27.41 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF VETERAN'S PARKWAY (VARIABLE WIDTH), TO A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH (A RADIAL LINE THROUGH SAID POINT BEARS S36°48'34"W); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF VETERAN'S PARKWAY FOR THE FOLLOWING TWO COURSES, RUN WESTERLY ALONG AN ARC OF SAID CURVE TO THE LEFT OF RADIUS 78.01 FEET (DELTA 37°02'49") (CHORD BEARING N71°42'50"W) (CHORD 49.56 FEET) FOR 50.44 FEET, AND RUN S89°45'45"W FOR 77.91 FEET, TO THE WESTERLY LINE OF SAID LOT 28; THENCE ALONG SAID WESTERLY LINE OF LOT 28, RUN N00°06'22"E FOR 11.66 FEET, TO THE NORTHWEST CORNER OF SAID LOT 28; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 28, RUN N89°45'39"E FOR 125.00 FEET TO THE POINT OF BEGINNING.

PART OF LOTS 24 AND 25 OF BLOCK 1876,
OF "CAPE CORAL UNIT 45 PART 1" AS
RECORDED IN PLAT BOOK 21, PAGES 135
THROUGH 150, OF LEE COUNTY RECORDS, LEE
COUNTY, FLORIDA, MORE PARTICULARLY
DESCRIBED AS FOLLOWS: BEGINNING AT THE
NORTHEAST CORNER OF SAID LOT 24, SAID
POINT BEING ON THE WESTERLY
RIGHT-OF-WAY LINE OF S.W. 4TH AVENUE (50'
WIDE); THENCE ALONG SAID WESTERLY
RIGHT-OF-WAY LINE OF S.W. 4TH AVENUE,
RUN SOO'06'22"W FOR 71.88 FEET, TO THE
NORTHERLY RIGHT-OF-WAY LINE OF VETERAN'S
PARKWAY (VARIABLE WIDTH); THENCE ALONG
SAID NORTHERLY RIGHT-OF-WAY LINE FOR
THE FOLLOWING TWO COURSE, RUN
N59'09'15"W FOR 9.12 FEET, AND RUN
N64'55'26"W FOR 129.24 FEET, TO THE
WESTERLY LINE OF SAID LOT 24; THENCE
ALONG SAID WESTERLY LINE OF LOT 24, RUN
NOO'06'22"E FOR 11.91 FEET, TO THE
NORTHWEST CORNER OF SAID LOT 24; THENCE
ALONG THE NORTHERLY LINE OF SAID LOT 24,
RUN N89'45'39"E FOR 125.00 FEET TO THE
POINT OF BEGINNING.

EXHIBIT B
5 of 6

LOT 23, BLOCK 1877, CAPE CORAL UNIT 45, PART 1, ACCORDING TO THE
MAP OR PLAT THEREOF FILED AND RECORDED IN PLAT BOOK 21, PAGES
135 - 150, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

EXHIBIT B
Page 609 of 61

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20061140

1. ACTION REQUESTED/PURPOSE: Approve the State of Local Emergency Resolution and authorization for the Public Safety Director and Sheriff of Lee County to take certain emergency measures due to Tropical Storm (possible Hurricane) Ernesto.

2. WHAT ACTION ACCOMPLISHES: Prepares Lee County for State of Local Emergency, authorizes Lee County Public Safety Director to execute Evacuation Order, and provides law enforcement the authorization to set curfew hours.

3. MANAGEMENT RECOMMENDATION: Recommend approval of the Emergency Resolution in order to prepare Lee County for possible Hurricane Ernesto.

4. Departmental Category:

5. Meeting Date: August 29, 2006

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute 252.36(5)
- Ordinance 87-01
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department County Attorney
 Division General Services
 By: Andrea R. Fraser, Chief Assistant County Attorney

9. Background:

The National Hurricane Center has advised that Tropical Storm Ernesto may strengthen to a hurricane, possibly threatening Lee County, with extreme weather conditions which would pose an immediate danger to the lives and property of persons in the county. In order to ensure necessary emergency measures are taken to protect the lives and property of the people in Lee County, the Board of County Commissioners, pursuant to §252.38(3)(2)(5), Florida Statutes, is authorized to declare a State of Local Emergency.

On Sunday, August 27, 2006, Governor's Executive Order Number 06-200, was deemed to have taken effect.

ATTACHMENTS: Resolution Declaring a State of Local Emergency
 Declaring a General Curfew
 Declaring an Evacuation

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
				<i>Andrea Fraser</i>	<i>8/28</i>	<i>5/28/06</i>			<i>8-28-06</i>

11. Commission Action:

- Approved *JMP/S*
- Deferred
- Denied
- Other

REC'D
COPIES
DATE
BY
8/28/06
4pm

**MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY**

DATE: August 28, 2006

To: Libby Walker
Public Resources Manager

FROM: Andrea R. Fraser
Andrea R. Fraser
Chief Assistant County Attorney

**RE: Walk-On Request for Board of County Commissioner Meeting of August 29, 2006
Blue Sheet Number 20061140**

Attached please find Walk-on Agenda Item - Blue Sheet Number 20061140 for the Tuesday, August 29, 2006 Board meeting. I am requesting this Blue Sheet as a walk-on in preparation for Tropical Storm (possible Hurricane) Ernesto.

Please add to the agenda and distribute as required.

Thank you for your assistance in this matter.

ARF/awe

Attachments

xc: David M. Owen, County Attorney
Lisa Pierce, Minutes Department

LEE COUNTY, FLORIDA

EMERGENCY RESOLUTION NO. 06-08-58

DECLARING A STATE OF LOCAL EMERGENCY

WHEREAS, the National Hurricane Center has identified a potential danger to the western coastal residents of Florida from Tropical Storm (Hurricane) Ernesto; and

WHEREAS, Lee County requires a significant amount of time to evacuate threatened residents from the hazards of a hurricane threat; and

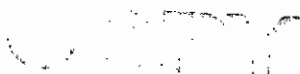
WHEREAS, the County is currently in the "Cone of Uncertainty" from Tropical Storm (Hurricane) Ernesto for the next three (3) day forecast from the National Hurricane Center; and

WHEREAS, the current margin of error of the National Hurricane Center's meteorological forecast does not allow for an accurate prediction as to where the track of Tropical Storm (Hurricane) Ernesto will be at that point in time coinciding with Lee County's estimated evacuation times; and

WHEREAS, Tropical Storm (Hurricane) Ernesto has the potential for causing life threatening conditions and extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas; and

WHEREAS, Lee County is activating the Comprehensive Emergency Management Plan for purposes of coordination of efforts during such State of Local Emergency; and

WHEREAS, §252.38 (3)(2)(5), Florida Statutes, provides authority for political subdivisions, such as Lee County, to declare a State of Local Emergency and to waive the



procedures and formalities otherwise required of political subdivisions in order to take whatever action is necessary to ensure the health, safety, and welfare of the community.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA at their regularly scheduled Board Meeting at 9:30 a.m., this 29th day, August 2006:

1. The Recitals as set forth above are incorporated into the terms of this Resolution as if set out herein at length.
2. Tropical Storm (Hurricane) Ernesto may pose a serious threat to the lives and property of the residents of Lee County and that a State of Local Emergency shall be declared, effective immediately for all unincorporated and incorporated areas within the boundary of Lee County, Florida.
3. The Board of County Commissioners hereby exercises its authority and waives the procedures and formalities required by law for political subdivisions, as provided in §252.38 (3)(2)(5), Florida Statutes.
4. The duration of this State of Local Emergency is limited to seven (7) days; however, it may be extended as deemed necessary by the Board of County Commissioners for additional terms in seven (7) day increments.
5. Pursuant to the declaration of the State of Local Emergency, the Board of County Commissioners hereby authorizes the Director of Public Safety to execute an Evacuation Order in reference of directing the evacuation of appropriate area(s) of Lee County deemed to be in imminent danger, and
6. Pursuant to the declaration of the State of Local Emergency, the Board of County Commissioners hereby authorizes the Sheriff of Lee County to execute an order imposing a general curfew in the period before, or during,

and immediately after an event which is applicable to unincorporated Lee County and during the hours the Sheriff deems necessary, and from time-to-time modify the hours the curfew will be in effect and to which area(s) it applies.

Commissioner Janes offered the foregoing Resolution and moved its adoption, which was seconded by Commissioner St. Cerny and, upon being put to a vote, the vote was as follows:

BOB JANES	<u>Aye</u>
DOUGLAS ST. CERNY	<u>Aye</u>
RAY JUDAH	<u>Aye</u>
TAMMARA HALL	<u>Aye</u>
JOHN E. ALBION	<u>Aye</u>

DULY PASSED AND ADOPTED THIS 29th day of August, 2006.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BY:

Joia S. Pierce
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:

Tammara Hall

Tammara Hall, Chairwoman

APPROVED AS TO FORM:

BY:

Andrea B. Furr

Office of the County Attorney

9:30 A.M.
(Time)

LEE COUNTY, FLORIDA

EMERGENCY ORDER

DECLARING A GENERAL CURFEW

WHEREAS, the Board of County Commissioners of Lee County, Florida has declared a State of Local Emergency, pursuant to Chapter 252, Florida Statutes; and

WHEREAS, the Board of County Commissioners of Lee County, Florida finds and declares that a General Curfew is necessary to protect and safeguard the safety, health and welfare of the people of Lee County; and

WHEREAS, the Board of County Commissioners' declaration of a State of Local Emergency, could result in the need for the imposition of a curfew; and

WHEREAS, the Sheriff of Lee County is the designated Law Enforcement Officer for unincorporated Lee County; and

WHEREAS, upon the Declaration of the State of Local Emergency, the Sheriff of Lee County is authorized by the Board of County Commissioners by Resolution, to order a curfew.

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

1. During this State of Local Emergency, the Sheriff is authorized to declare a general curfew throughout Lee County between the hours of _____ and _____. The curfew shall include, but not be limited to, the prohibition of or restriction on pedestrian and vehicular movement, except for the provision of

designated essential services, such as fire, police, emergency medical services and hospital services, including the transportation of patients thereto, utility emergency repairs and emergency calls by physicians. Local services designated as essential services are requested to provide identification for their employees so as to assure they are operating in the scope of their essential services.

2. In the period before, during, and immediately after an event, the Sheriff may execute an order imposing a general curfew applicable to unincorporated Lee County as a whole, or to geographical area(s) of Lee County and during hours the Sheriff deems necessary, and from time-to-time, to modify the hours the curfew will be in effect and what area(s) it applies to, pursuant to Lee County Resolution No. _____.

3. It is further ordered that any person, firm, company or corporation who refuses to comply with or violates any section of this General Curfew Order, or any emergency measures which may be made effective pursuant to this Order, shall be guilty of a misdemeanor of the second degree, and upon conviction for such offense, shall be punished by a fine not to exceed five-hundred dollars (\$500.00) or by imprisonment not to exceed sixty (60) days in the Lee County Jail, or both, in the discretion of the Court hearing the case. Each day of continued non-compliance or violation shall constitute a separate offense.

4. Nothing contained herein shall prevent the County from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this Order or the emergency measures which may be made effective according to this Order. Such other lawful action shall include but

shall not be limited to, an equitable action for injunctive relief or an action at law for damages.

DONE this _____ day of _____, 2006.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____

Deputy Clerk

BY: _____

Mike Scott, Sheriff Lee County

APPROVED AS TO FORM:

BY: _____

Office of the County Attorney

_____:_____.M.
(Time)

LEE COUNTY, FLORIDA
EMERGENCY ORDER
DECLARING AN EVACUATION

WHEREAS, the Board of County Commissioners has declared a State of Local Emergency due to the serious health and safety threat to the lives and property of residents of Lee County, Florida from Hurricane Ernesto (Attachment A); and

WHEREAS, Lee County has been placed under a hurricane warning by the National Hurricane Center; and

WHEREAS, pursuant to the declaration of the State of Local Emergency, the Board of County Commissioners authorizes the Director of Public Safety to execute an Evacuation Order in reference to directing the evacuation of appropriate area(s) of Lee County deemed to be in imminent danger.

NOW THEREFORE, as the designated official of Lee County and with the powers conferred by the Governor pursuant to §252.36(5), Florida Statutes (2005), Governor's Executive Order Number 06-200, (Attachment B), and Lee County Resolution No. _____ (Attachment C) I hereby order the Evacuation according to the most current Southwest Florida Regional Hurricane Evacuation Study, to protect the citizens of Lee County, effective at:

			August	2006
TIME	A.M. / P.M.	DATE	MONTH	YEAR

All persons residing in the area(s) identified in (Attachment C) must evacuate their residence immediately and proceed to a designated emergency public shelter or other safe areas in and out of Lee County over primary evacuation routes.

It is further ordered that the Toll Facilities, Sanibel, Midpoint, Cape Coral suspend all collection of tolls immediately.

It is further ordered that all persons residing in mobile homes, recreational vehicles or manufactured homes, in any part of Lee County, evacuate immediately. Any person not abiding to this Evacuation Order is guilty of a second degree misdemeanor, Florida Statutes §252.50.

DONE this _____ day of _____, 2006.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Director, Lee County Public Safety

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

_____:_____.M.
(Time)